By Supervisors Broderick, Weishan and Dimitrijevic

A RESOLUTION

Approving new lease, management and development agreements with the War Memorial and Art Museum

WHEREAS, in 1945, the Milwaukee County War Memorial Center, Inc., a non-profit organization (now War Memorial Inc.), was formed to create a permanent memorial commemorating the war dead of World War II, and to provide a home for Milwaukee‘s growing visual and performing arts community; and

WHEREAS, the Milwaukee County War Memorial, Inc’s., mission is to “honor the dead by serving the living” through the principles of arts and peace; and

WHEREAS, in 2010, the County Board of Supervisors (“County Board”) directed that an audit be conducted to review the facility and parking of the War Memorial Center along with the governing structure of the War Memorial Center Board of Trustees and related governing boards; and

WHEREAS, in 2011, the Department of Audit released an Audit entitled “New Strategies are Needed to Revitalize the War Memorial Center and Fulfill its Dual Mission to Honor Veterans and Promote the Arts” that made certain recommendations relating to both the facilities of the separate institutions and the operations of the respective governing boards; and

WHEREAS, the County Board directed that the separate governing boards identified within the Audit, primarily the War Memorial and Art Museum, make recommendations for resolving the concerns addressed in the Audit, specifically governance, facilities (including maintenance), and financial support; and

WHEREAS, the Audit led to lengthy discussions between representatives of the Milwaukee Art Museum and War Memorial, as well as County officials, about the development of agreements on how best to manage the shared building complex while serving their unique missions; and

WHEREAS, the agreement discussions were facilitated by former state Supreme Court Justice Janine Geske, who acted as mediator for the two sides at the request of County Board Chairwoman Dimitrijevic; and

WHEREAS, the proposed agreements call for separate leases with the County for the War Memorial Board and the Art Museum, ending the arrangement in which the Art Museum is a tenant and the War Memorial its landlord; and

WHEREAS, the agreements will help facilitate the planned $25 million in renovations the Art Museum has proposed for the original 1957 War Memorial "Saarinen Building" and its 1972 "Kahler Addition," as well as the construction of an East Atrium Addition through $15 million in privately-raised funds and a $10 million capital improvement funding commitment from the County to be appropriated in 2013-2017; and

WHEREAS, the War Memorial and Art Museum negotiations have resulted in five separate agreements that include:

1. Milwaukee County War Memorial Lease Agreement
2. Milwaukee County Art Museum Lease Agreement
3. Milwaukee County, War Memorial and Art Museum Cooperation Agreement
4. Milwaukee County, War Memorial and Art Museum Development Agreement
5. Milwaukee County, War Memorial and Art Museum North Tract Access, Use and Future Development Agreement

; and

WHEREAS, the 2013 Adopted Budget appropriates $1,491,405 for the War Memorial/Art Museum that has an additional $212,500 included as an incentive payment that, together with the $212,500 in the base contribution earmarked for the Art Museum, provides a total of $425,000 that shall be split evenly by the two parties if the agreement was approved prior to June 30, 2013; and

WHEREAS, the new agreements provide a total of $1,586,000 of County operating support per year to the War Memorial and Art Museum ($486,000 to the War Memorial and $1,100,000 to the Art Museum) for a ten-year period from 2014 through 2023; and

WHEREAS, the new agreements also memorialize the County's commitment to provide a total of $10 million in capital improvement funding between 2013 and 2017 to supplement the Art Museum's $15 million in privately-raised funds for the $25 million in building improvements to the publically-owned Saarinen Building and Kahler Addition, as well as the construction of the East Atrium Addition; and

WHEREAS, the County appropriated $2,000,200 in the 2013 Adopted Capital Improvements Budget toward the $10 million commitment; and

WHEREAS, the agreements with the War Memorial and Art Museum strike a fair balance between public and private financial support and provide clarity in the operation of the facilities while ensuring they are properly maintained for the enjoyment of the community for the next generation and beyond; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby approves the five negotiated agreements with and between the War Memorial and Art Museum, which are hereto attached to this file, which include:

1. Milwaukee County War Memorial Lease Agreement
2. Milwaukee County Art Museum Lease Agreement
3. Milwaukee County, War Memorial and Art Museum Cooperation Agreement
4. Milwaukee County, War Memorial and Art Museum Development Agreement
5. Milwaukee County, War Memorial and Art Museum North Tract Access, Use and Future Development Agreement

; and

BE IT FURTHER RESOLVED, that the appropriate Milwaukee County officials are authorized to execute the agreements as soon as practicable and, as acknowledgement that the agreements were largely reached prior to the June 30, 2013, deadline in order to receive the “incentive” payments included in the 2013 Adopted Budget, release the sequestered funds to the War Memorial and Art Museum.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 19, 2013

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: A resolution approving new lease, management and development agreements with the War Memorial and Art Museum

FISCAL EFFECT:

☐ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☒ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☒ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☒ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	$1,586,000
	Revenue	0	0
	Net Cost	0	$1,586,000
Capital Improvement Budget	Expenditure	0	$4,059,359
	Revenue	0	0
	Net Cost	0	$4,059,359

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Approval of this resolution will authorize the execution of five separate lease, management and development agreements with and between the War Memorial, Art Museum and Milwaukee County. These include:

1. Milwaukee County War Memorial Lease Agreement
2. Milwaukee County Art Museum Lease Agreement
3. Milwaukee County, War Memorial and Art Museum Cooperation Agreement
4. Milwaukee County, War Memorial and Art Museum Development Agreement
5. Milwaukee County, War Memorial and Art Museum North Tract Access, Use and Future Development Agreement

The agreements provide for both annual operating and capital improvement funding support.

The annual operating support is for a period of ten years, from 2014 through 2023 in a total amount of $1,586,000 per year, which includes $1,100,000 to the Art Museum and $486,000 to the War Memorial. The annual funding commitment ends in 2023 and additional operational funding commitments, if any, are subject to future deliberations.

The agreements also provide for a County Capital Improvements commitment of $10 million to supplement $15 million in privately-raised funds from the Art Museum to make $25 million in improvements to the publically-owned War Memorial's Saarinen Building and Art Museum's Kahler Addition and construction of the East Atrium Addition. Milwaukee County appropriated $2,000,200 in the 2013 Adopted Capital Improvements Budget toward the $10 million commitment. This would leave $7,999,800 to be appropriated by the County in the 2014 through 2017 Capital Improvements

---

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

[2] Community Business Development Partners' review is required on all professional service and public work construction contracts.

Budgets. The Capital Improvement estimate for 2014 in this fiscal note of $4,059,359 is based on the five-year construction cost timeline dated June 27, 2013. The timeline includes County capital funding of $1,428,859 in 2013, $4,630,700 in 2014, $2,489,400 in 2015, $1,180,000 in 2016 and $408,400 in 2017. (These amounts total $10,137,359 and the additional $137,359 reflects potential supplemental funding to address any outstanding building safety issues after 2015 during the construction project.) The estimated 2014 amount reflects the construction budget for 2013 and 2014 of $6,059,559, less the funds $2,000,2000 appropriated in 2013, for a net commitment of $4,059,359 next year.

It should be understood that the construction budget/timeline may require higher or lower amounts of County funding in any particular year over the remaining four-year funding period. These amounts will be subject to discussions between project managers and annual County Board appropriations.

This fiscal note shows $0 for Capital Improvements for 2013 because funds ($2,000,200) toward the $10 million commitment were appropriated in the 2013 Adopted Budget and adoption of this resolution has no impact on that earlier action.

Department/Prepared By Stephen J. Cady, Fiscal and Budget Analyst, County Board

Authorized Signature Stephen J. Cady

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?[2] ☐ Yes ☐ No ☒ Not Required

MILWAUKEE COUNTY WAR MEMORIAL
LEASE AGREEMENT

_____

This Lease Agreement ("Lease") is made and entered into as of the _____ day of _____ 2013, by and between MILWAUKEE COUNTY WAR MEMORIAL, INC., a Wisconsin corporation (hereinafter referred to as "WMC"), and MILWAUKEE COUNTY, a governmental subdivision of the State of Wisconsin ("County").

RECITALS

WHEREAS, by resolution file no. 13594, passed March 17, 1953, County approved designation of an area within Juneau Park as the location for a war memorial project.

WHEREAS, County and Milwaukee County War Memorial Center, Inc. ("WMC") entered into that certain Contract dated January 7, 1954 (the "1954 Lease"), which provided for the construction, maintenance and operation of a memorial to the men and women who have served in the defense of our country at the Juneau Park site (referred to herein as the "Saarinen Building").

WHEREAS, pursuant to the 1954 Lease, WMC was installed as prime tenant and manager of the Saarinen Building, which was intended to provide: (i) meeting rooms, halls and offices and other facilities for Veterans', Civic and Patriotic organizations, (ii) space for an Art Center in order to provide permanent, temporary and traveling art exhibits, and facilities for art instruction, study and research, (iii) music halls, and (iv) auxiliary facilities such as administration and parking.

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"). The Museum succeeded to the interests of the Milwaukee Art Institute under 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, County, WMC, and Museum entered into that certain Memorandum of Understanding dated May 16, 1996, pursuant to which the County agreed to provide guaranteed funding to Museum for a period of seven years, through WMC, in order to assist in the fundraising effort for the Museum's Calatrava Addition owned by Museum and located to the south of the Kahler Addition and Saarinen Building, and pursuant to which WMC and Museum

agreed to assume responsibility for certain maintenance and operational expenses associated with the Kahler Addition and Saarinen Building (the "1996 MOU").

WHEREAS, in 1997 County, WMC, and Museum entered into that certain Lease and Sublease Amendment dated as of October 1, 1997 (the "1997 Lease and Sublease Amendment"), and WMC, Museum, and County entered into that certain Development Agreement dated November 11, 1997 (the "1997 Development Agreement"), both of which were intended to accommodate and facilitate construction of Museum's Calatrava Addition and related site improvements (the "Calatrava Addition" and "Site Improvements," respectively).

WHEREAS, in 2001 County, WMC and Museum entered into the following agreements that superseded the 1997 Lease and Sublease Amendment (the "2001 Agreements"):

- Amendment to Lease by and between County and WMC (the "2001 Lease Amendment"), which amended the 1954 Lease. The 1954 Lease, as amended by the 2001 Lease Amendment, is hereinafter referred to as the "Existing WMC Lease".

- Sublease by and between WMC and Museum (the "2001 Museum Sublease"), which superseded the 1955 Sublease in its entirety.

WHEREAS, pursuant to the terms of the 2001 Agreements, the 1954 Lease, as amended by the 2001 Lease Amendment, and the 2001 Museum Sublease superseded all other prior agreements, amendments, leases or subleases to which County, WMC and Museum were parties relating to the use, possession and occupancy of the subject premises (except for the 1996 MOU and the 1997 Development Agreement, which were not superseded).

WHEREAS, simultaneous with the execution of this Agreement, the parties will execute the following documents that will, together with this Lease, supersede and replace all prior agreements, amendments, leases or subleases to which County, WMC and Museum are parties relating to the use, possession and occupancy of the subject premises:

- County and Museum will execute a Lease Agreement for the lease to Museum of the Kahler Addition, certain portions of the Saarinen Building and other property (the "2013 Museum Lease").

- WMC and Museum will execute a Sublease Termination Agreement terminating the 2001 Sublease.

- County, Museum, and WMC will enter into a Development Agreement, which provides for the funding and construction of the Planned Capital Improvements and Museum Improvements (as such terms are hereinafter defined) to the Saarinen Building and Kahler Addition (the "Development Agreement").

- County, Museum and WMC will enter into a North Tract Access, Use and Future Development Agreement addressing ingress, egress, maintenance, utility, future development, and related rights and obligations with respect to the North Tract (the "North Tract Agreement").

- County, Museum and WMC will enter into a Cooperation Agreement addressing the working relationship between Museum and WMC (the "Cooperation Agreement").

WHEREAS, the Saarinen Building and the Kahler Addition are in need of certain repairs and improvements as identified in the September 2011 report prepared by the County's Department of Audit and in other independent reports prepared for Museum and WMC which generally include without limitation: (i) replacement of the HVAC system servicing the Kahler Addition and other HVAC work related to the Saarinen Building; (ii) various structural repairs to the Saarinen Building and Kahler Addition; (iii) various other improvements and building envelop repairs to eliminate water infiltration into the Saarinen Building and the Kahler Addition; (iv) repair/replacement of the deck of the Saarinen Building, known as "Veterans Court"; and (v) repair of the outdoor stairwells, one of which is commonly known as the "Birdcage" (collectively, the "Planned Capital Improvements").

WHEREAS, Museum intends to perform the following repairs and improvements, some of which are needed to repair deficiencies identified in the September 2011 report prepared by the County's Department of Audit and in other independent reports prepared for Museum and WMC: (i) enclose the outdoor sculpture court and improve the interior space resulting from such enclosure for use as an art gallery; (ii) construct an east atrium entrance to the Museum on the lakeside of the Kahler Addition (the "East Atrium Addition") which will serve in part to address existing deficiencies in the lakeside foundation and lakeside façade of the Kahler Addition; (iii) repair/replace the roof and deck of the Kahler Addition, known as "Fitch Plaza"; and (iv) reinstall Museum's permanent art collection located in the Kahler Addition and in those portions of the Saarinen Building leased to Museum (collectively, the "Museum Improvements".

WHEREAS, the cost of the Planned Capital Improvements is estimated to be $10,000,000, which sum shall be funded by County.

WHEREAS, the cost of the Museum Improvements is estimated to be $15,000,000, which sum shall be raised and contributed by Museum to fund the cost of the Museum Improvements.

WHEREAS, Museum previously funded, constructed, and donated the Kahler Addition to the County. Pursuant to the terms of the Development Agreement, Museum will fund, construct, and donate the East Atrium Addition to the County, County will accept such donation and Museum will thereafter occupy and use the East Atrium Addition and the other Museum Premises for Museum's use as a tenant under the 2013 Museum Lease, subject to WMC's right to use the roof of the Kahler Addition and East Atrium Addition as set forth herein.

WHEREAS, the Museum and WMC provide valuable cultural and educational activities, exhibits and educational programs for the public, and the Planned Capital Improvements and Museum Improvements are intended to correct known structural and maintenance deficiencies and to accommodate Museum's and WMC's current and future operational needs to enable the Museum and WMC to continue providing such public contributions.

WHEREAS, this Lease, together with the Development Agreement, are necessary to provide a mechanism to ensure timely funding and performance of necessary management, maintenance and repairs of the Premises described 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. Incorporation of Recitals. The foregoing Recitals are mutually acknowledged to be true, correct and incorporated into this Lease.

2. Demise of Premises. County hereby demises and leases to WMC and WMC hereby takes and leases from County, the following premises (which shall constitute collectively, the "Premises"):

A. LAND. The land identified on Exhibit A attached hereto (the "North Tract").

B. SAARINEN BUILDING. Those portions of the Saarinen Building identified on the Hybrid Engineering and Space Allocation Model attached as Exhibit B, together with the roof of the Saarinen Building.

C. UNDERBRIDGE AREA. The space located under the Mason Street Bridge identified on Exhibit C attached hereto (the "Underbridge Area").

3. Access and Use Rights. County warrants WMC shall have the right to use Fitch Plaza and the roof of the East Atrium Addition for weddings, receptions, parties, events and other bookings in accordance with the terms of the Cooperation Agreement during the Term of this Lease.

4. Rights Reserved by County for Benefit of Museum. County reserves for the benefit of Museum the following access, use and future development rights during the term of the 2013 Museum Lease:

A. Access in, through and to those portions of the Saarinen Building and Underbridge Area leased to WMC identified as "Mutual Access" on the Hybrid Engineering and Space Allocation Model attached as Exhibit B (the "Space Allocation Model"); and

B. The access, use and future development rights with respect to the North Tract set forth in the North Tract Agreement.

5. Other Rights Reserved by County. The Premises are being leased to WMC subject to the following reservations:

A. UTILITIES. This Lease is subject to the County's right to maintain, repair and replace certain underground gas, electricity, steam water, sewer and other utilities and

services in their current locations identified on sheet 13 of the Space Allocation Model (including, without limitation, Lincoln Memorial Drive traffic signals, conduits, wires and controllers) and future locations in the Premises. County shall provide notice to WMC of County's intent to maintain, repair or replace any such utilities. Any surface improvements owned by WMC shall be dismantled, removed or replaced (if replacement is so desired) by WMC prior to County's performance of the work or, in the alternative, WMC shall pay the additional cost for the County to work around, under or over such surface improvements. As to any new permanent structures to be developed on the Premises by WMC, WMC shall bear all costs for relocation of any affected County utilities as may be reasonably required by County.

B. SEA WALL & SHORELINE. This Lease is subject to the rights of the public to use the shoreline and seawall on the eastern edge of the North Tract in the location as exists from time to time (the "Shoreline Area"). The Shoreline Area may be relocated or otherwise modified from time to time upon the written agreement of County and WMC. The current Shoreline Area is identified on Exhibit D, which includes a seawall structure (including revetment and cantilevered lakewalk/walkway), flood control structures, heat tracing system, and drainage outfall(s). All improvements located in the Shoreline Area are owned and maintained by County.

C. LAKEWALK. This Lease is subject to the rights of the public to use the sidewalk along the eastern edge of the North Tract (the "Lakewalk"). The location of the currently existing Lakewalk is shown on Exhibit D. The Lakewalk is owned and maintained by County.

D. PUBLIC TRUST. This Lease is subject to County's reservation of the right for all unenclosed portions of the North Tract to be used by the public for the uses allowed by the public trust doctrine and the lake bed grants, as further described in Section 12.B. herein.

6. Ownership of Improvements. The Saarinen Building, Kahler Addition, Museum Improvements (once constructed) and all existing improvements in the Shoreline Area and Lakewalk shall continue to be owned by the County, subject to the rights of Museum and WMC pursuant to their respective leases with the County to use such improvements; provided however, WMC shall have an ownership interest in its leasehold improvements located upon or within the Premises. Ownership of any additional improvements constructed by WMC upon the Premises shall be determined by mutual agreement of County and WMC at the time WMC seeks County approval for construction.

7. Term.

A. The initial term of this Lease shall commence on the date hereof (the "Commencement Date") and continue through 11:59 p.m. on September 30, 2022 (the "Initial Term"). The Initial Term shall automatically extend for three (3) additional successive periods of twenty-five (25) years each (each an "Extension Term"), unless WMC gives County written notice of termination of this Lease not less than six (6) months prior to the expiration of the then current term, in which case this Lease shall terminate upon the expiration date of the then current term. The initial term and any subsequent extensions are referred to herein as the "Term."

B. In the event that WMC (i) is adjudicated bankrupt, (ii) makes an assignment for the benefit of creditors, (iii) files a petition in bankruptcy which is not dismissed within ninety (90) days, or (iv) is dissolved either voluntarily or involuntarily, and in any of such events, WMC has abandoned or ceased business operation in the Premises for a period of one hundred eighty (180) days, then County may, at County's election, terminate this Lease by written notice to WMC.

8. Termination of Existing WMC Lease. On the Commencement Date, the Existing WMC Lease shall automatically be deemed terminated and cancelled without further agreement between County and WMC.

9. Consideration.

A. In addition to the recitals and the mutual covenants and promises set forth in this Lease: (a) County acknowledges that it is receiving a substantial benefit from WMC's lease of the Premises, WMC's cultural contributions and promotion of activities, exhibits and educational programs for the public; (b) County acknowledges it and the public have received a substantial benefit from WMC's fundraising and significant financial investment in connection with the construction of the Saarinen Building and improvements; (c) County acknowledges that the public is receiving an additional substantial benefit from WMC's contributions pursuant to the Cooperation Agreement; (d) there shall be no rent payable by WMC pursuant to this Lease; and (e) WMC acknowledges that it is receiving a substantial benefit from County through County's grant of rights to WMC under this Lease and pledge of support for WMC's activities as described herein and as described in the Development Agreement and the Cooperation Agreement. The parties hereto agree that the foregoing constitutes good, valuable and sufficient consideration and waive any contrary arguments or defenses.

B. For calendar years 2014 to 2023, inclusive, County agrees to provide funding to WMC in the total annual amount of no less than $486,000.00, payable on a quarterly basis. For subsequent calendar years, WMC will submit requests for funding to County as part of County's budget process, and County shall provide funding to WMC in an amount determined in such budget process. For calendar year 2013, WMC and County will agree on a transition date for routine maintenance and repair of the Premises to be used for reallocating previously appropriated funds in a manner that recognizes the responsibility of WMC under the Hybrid Engineering and Space Allocation Model.

10. Condition of Premises. Except as otherwise expressly provided herein, WMC takes the Premises, as existing as of the date of this Lease, in their "AS-IS, WHERE-IS" condition and acknowledges that County has made no representations or warranties of any kind or nature relating to the present physical condition or environmental condition of the Premises or any improvements or systems on the Premises or the suitability of the Premises for the operations to be conducted by WMC, as existing as of the date of this Lease. County does, however, represent and warrant that all improvements, additions, repairs, or replacements performed by or on behalf of County to the Premises after the date of this Lease, including those contemplated in the Development Agreement, shall be performed in a good and workmanlike manner, in accordance with all applicable governmental rules, ordinances and regulations, as well as sound engineering practices, and shall be suitable in all respects for the conduct of

WMC's operations at the Premises, in a manner consistent with the expectations of Milwaukee County residents.

11. Payment of Utilities. Subject to County providing the funding required pursuant to Section 9.B above, WMC shall be responsible for all charges for gas, electricity, steam, water and sewer used or consumed on the Premises. Beginning January 1, 2024, WMC shall be responsible for all charges for gas, electricity, steam, water and sewer used or consumed on the Premises in accordance with an agreement to be determined between WMC and Museum for allocation of such charges where jointly metered.

12. Permitted Use.

A. PERMITTED USES. The Premises shall be used and occupied for lawful purposes consistent with furthering the mission of WMC, promoting educational programs and exhibitions for the benefit of the public which honor the memory of veterans, and providing for the enjoyment of visitors and the citizens of Milwaukee County, including the operation of parking facilities on the North Tract and Underbridge Area consistent with present uses. The uses stated above have been determined by the parties to be recreational uses which enhance the enjoyment of the natural scenic beauty of the lakefront by the general public. WMC's facilities shall be open to the public, subject to such reasonable rules and regulations as WMC may prescribe from time to time. WMC agrees to operate WMC's facilities in the Premises, including any restaurant, in compliance with the public trust doctrine. WMC further agrees to supply to County, upon demand, evidence of the hours of operation, fees, eligible users, and other usage conditions of any restaurant in the Premises to confirm that they comply with the public trust doctrine. WMC agrees to operate any restaurant in the Premises consistent with the Wisconsin Department of Natural Resources' Guidelines for Food Service in Lakebed Areas existing on the Commencement Date of this Lease or such other guidelines which the WDNR shall put in writing for the Premises and deliver to WMC.

B. PUBLIC TRUST. Use of the Premises is subject to the County's reservation of the right for all unenclosed portions of the Premises to be used by the public for the uses allowed by the public trust doctrine and the lake bed grants, and subject to reasonable rules and regulations of WMC. Notwithstanding the foregoing, WMC shall have the right to exclude the public from the unenclosed portions of the Premises no more than twenty (20) days per year for limited special events, upon notice reasonably provided to County, and during such periods when, and only when, construction activity would pose a risk to the public, and for other special events, upon securing a permit from the County, except that the bike path and Lakewalk must remain open at all times to the public. The County may by permit grant WMC more days per year to exclude the public for special events. All such public uses shall be subject to reasonable rules and regulations and shall be in addition to the rights of the public to use and enjoy facilities located on the Premises at such times as those facilities are open for business, during announced special events, for publicly available tours, for special classes and educational events made available to County and area residents, for public dining in any restaurant which will be part of the Premises, for public access to the scenery of the lakefront during inclement weather, for access to the lakefront by those with physical disabilities, and similar purposes, and which access rights are subject to reasonable rules and regulations of WMC, to protect the safety of visitors to the Premises.

13. Management, Maintenance, and Repair. Responsibility for the management, maintenance, and repair of improvements and facilities located on or about the Premises shall be allocated as follows:

A. COUNTY MAINTENANCE. County shall be responsible for maintenance and repair of the Saarinen Building (including its foundation, load-bearing walls, windows, roof and structural and mechanical components) to the extent the foregoing are of a capital nature as opposed to routine maintenance and repair. County shall also provide maintenance and repair of the grounds, sidewalks, driveways, parking areas and structural elements of the North Tract and the Underbridge Area. County shall continue to provide maintenance and repair of the improvements in, on and under the Shoreline Area (including, without limitation, the associated Lakewalk and seawall) to the extent needed to prevent and forestall loss of land as a result of erosion, wave action or other natural forces, and shall restore all loss of such land and repair all damage in the Shoreline Area that may be caused by such forces. In addition, County shall be responsible for the implementation, maintenance and repair of the Planned Capital Improvements. The foregoing maintenance and repair work shall be conducted in a good and workmanlike manner to ensure compliance with applicable codes and ordinances as well as the quiet enjoyment and safety of WMC and its invitees.

The County expressly disclaims any responsibility for the following maintenance and repair matters: litter and debris collection from the Premises; removal and re-installation of WMC's equipment or site improvements to allow County to perform major maintenance or repair when scheduled; maintenance of vegetation on the Premises; and snow removal on the Premises.

B. WMC MAINTENANCE. Subject to County providing the funding required pursuant to Section 9.B above, WMC shall be responsible for all routine maintenance and repair of the Premises for calendar years 2014-2023, except for the County's maintenance and repair responsibilities in Section 13.A above. WMC's obligations shall specifically include the provision of janitorial, routine maintenance and other normal building services for the portions of the Premises within the Saarinen Building consistent with its past practices, and the maintenance of vegetation and snow removal on the North Tract. Beginning January 1, 2024, WMC shall be responsible for all routine maintenance and repair of the Premises except for County's maintenance and repair responsibilities in Section 13.A above.

C. In the event that County engages a third party to manage the obligation of County under this Section 13, such third party shall be subject to the approval of WMC which shall not be unreasonably withheld.

14. Alterations.

A. GENERAL. WMC may, from time to time and at its expense make such non-structural alterations or improvements to the Premises as may be necessary or proper for the conduct of its operations provided such alterations or improvements will not jeopardize the structural integrity or soundness of the Kahler Addition or Saarinen Building or materially interfere with the use and enjoyment of the Saarinen Building by Museum. WMC shall provide

County with all plans and specifications for such work and reasonable notice and opportunity to comment on the plans and specifications prior to commencement of the work.

B. UNDERBRIDGE AREA. If WMC desires to undertake any improvements in the Underbridge Area, then provisions must be made to ensure that the County has access to maintain and repair the Mason Street Bridge structure (including Lincoln Memorial Drive) and that the County is released from liability for its good faith provision of any such maintenance and repair work and from liability for conditions resulting from normal use and operation of the bridge for its intended purposes.

15. County's Access. County or its agents shall have reasonable access to the Premises to make alterations, repairs, or improvements and to inspect the condition of the Premises. County shall provide reasonable advance notice of any such access except in the event of an emergency.

16. Sublease and Assignment. WMC shall not assign this Lease or in any manner transfer this Lease without County's consent. WMC shall not sublet the Premises or any part thereof or permit the use or occupancy of the Premises or any part thereof by any person or entity other than WMC without County's consent; provided, however, WMC may enter into subleases or other use agreements for vending contracts, antennas and other telecommunications services, equipment and facilities, exhibits, education, research, special events (such as, without limitation, weddings and receptions), restaurant operations, gift shop, offices and similar secondary uses within the Premises without the County's consent. Notwithstanding the foregoing, County's consent shall be required for any new subleases or use agreements entered into by WMC for the installation of new antennas, cell towers or other equipment on the roof of the Saarinen Building or other exterior portions of the Premises, but such consent shall not be required in connection with the repair, upgrading (without an increase in physical dimensions) or relocation of any antennas, cell towers or equipment existing on the Premises as of the date hereof. Any assignment or subletting, even with the consent of County, shall not relieve WMC from the obligation to perform and be bound by the terms, conditions and covenants of this Lease. An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to assignee without the consent of County first having been obtained. WMC and County may not assign to any other party its responsibilities hereunder, without the prior consent of the other party.

17. Liens and Encumbrances. WMC warrants that it has not encumbered and will not encumber County's right, title or interest in and to the Premises or any improvements located thereon nor has WMC pledged in a manner as security its right, title or interest in any portion of the Premises or any improvements constructed thereon, except equipment and leasehold improvements owned by WMC. Any claim to, or lien upon, the Premises (or any part thereof) arising from any act or omission of WMC shall accrue only against the leasehold estate of WMC and shall be subject and subordinate to the paramount title and rights of County in and to the Premises. WMC must remove any lien placed upon County interests, arising out of WMC actions. County represents and warrants that as of the date of this Lease, (i) there is no mortgage or ground lease upon or effecting the Premises or the land on which the Premises are located; and (ii) title to the Premises is free and clear of all liens and encumbrances except for municipal and zoning ordinances, the reservations referenced in this Lease and the lake bed grants.

18. Insurance/Limitation of Liability.

A. LIMITATION OF LIABILITY. County's liability shall be limited in accordance with Wisconsin Statutes Section 345.05(3), Municipal Liability for Motor Vehicle Accidents, Wisconsin Statutes Section 893.80(3) and 893.80(4), Claims Against Governmental Bodies or Officers, Agents or Employees; Notice of Injury; Limitation of Damages and Suits, and Section 895.04(4), Plaintiff in Wrongful Death Action.

B. WMC INSURANCE. WMC shall purchase and maintain at all times during the Term of this Lease policies with the following coverages and minimum amounts:

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation	Statutory (with waiver of subrogation)
Commercial General Liability	
General Aggregate	$2,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Personal Injury	$1,000,000 per occurrence
Contractual Liability	$1,000,000 per occurrence
Automobile Liability	
Bodily Injury & Property Damage	$1,000,000 per occurrence
All Autos – hired and non-owned	Per WI requirements

The insurance specified above shall be placed with an insurer approved to do business in the State of Wisconsin with at least an A-VIII rating from Best's Rating Guide or any successor thereto. All liability policies shall name County as an additional insured. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any such endorsement will not be acceptable without the approval of the County Director of Risk Management and Insurance (the "Risk Manager"). WMC shall submit a Certificate of Insurance to the Risk Manager for each successive period of coverage for the duration of this Lease.

C. COUNTY INSURANCE. County shall purchase and maintain policies of insurance to cover liabilities and costs as may arise from claims of torts, statutes and benefits under Workers' Compensation laws, as respects damage to persons or property, and providing all-risks, fire and extended coverage on the Premises, Saarinen Building, Kahler Addition, East Atrium Addition, and all other improvements owned by County. Such coverage shall be in an amount equal to the full replacement value of all such improvements. A thirty (30) day written notice of cancellation, non-renewal or material change shall be afforded to WMC. The insurance shall be placed with an A-rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing approved by WMC. A certificate of insurance shall be submitted for review on request to WMC for each successive period of coverage for the duration of this Lease.

19. Environmental Compliance and Obligations.

A. NO LIABILITY FOR PREEXISTING ENVIRONMENTAL CONDITIONS. Notwithstanding anything contained in this Lease to the contrary, WMC shall not be liable for any investigation or remediation, or orders relating to the same, for any hazardous substances, pollutants or other environmental condition existing on, over or beneath the Premises as of November 11, 1997 ("Pre-existing Environmental Conditions"). County shall fully comply, or cause compliance by any responsible party, with all Environmental Laws (as defined in Section 19.B below) with respect to the Premises. County hereby indemnifies WMC against any damages, loss, expense and liability suffered by WMC and arising out of Pre-existing Environmental Conditions or the existence or discharge of pollutants or hazardous substances on, over, or beneath the Premises not caused by WMC. WMC shall not be obligated to undertake any actions with respect to the discharge of such pollutants or hazardous substances not caused by WMC.

B. COMPLIANCE WITH ENVIRONMENTAL LAWS. WMC shall fully comply with all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or hazardous substances ("Environmental Laws"), subject to the limitations contained herein. WMC shall, at its sole cost and expense, promptly take all actions to investigate and remediate any discharge of pollutants or hazardous substances caused by WMC on the Premises as may be required by any federal, state or local governmental agency or political subdivision. WMC hereby indemnifies County against any damages, loss, expense and liability suffered by County and arising out of a violation of this Section 19.B. by WMC.

C. INVESTIGATION/REMEDIATION. WMC shall require no investigation, remediation, or excavation of the Premises by County except and to the extent such Pre-existing Environmental Conditions (i) materially interfere with WMC's operations on the Premises, including materially increasing the costs of operating the WMC, (ii) WMC is under order from a governmental agency or court to perform such investigation or remediation in the absence of County's doing so, or (iii) such investigation, remediation or excavation is reasonably necessary in connection with construction of the East Atrium Addition. Any investigation or remediation activity conducted by County must be accomplished in a manner and at times which disturb, to the least extent possible, the activities of WMC on the Premises. WMC will not undertake activities that will involve excavation of soils on the Premises without the County's prior written consent, which consent will not be unreasonably withheld. With regard to any such activities, any materials excavated by WMC will be managed in accordance with applicable law and the Development Agreement at County's expense.

20. Indemnification. To the extent permitted by law, WMC and County shall each be liable for their own negligent acts and omissions, and each agrees to indemnify and hold the other harmless for any losses, damages, costs and expenses resulting therefrom. Without limiting the foregoing, WMC shall indemnify County for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever (including workers' compensation claims) which arise out of or are in any manner connected with the performance of this Lease, based on any injury, damage or loss being caused

by the negligence of the WMC, its contractors, subcontractors, agents, invitees or employees. County shall indemnify WMC for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever (including workers' compensation claims) which arise out of or are in any manner connected with the performance of this Lease, based on any injury, damage or loss being caused by the negligence of the County, its contractors, subcontractors, agents, invitees or employees, or on account of any Pre-existing Environmental Conditions. Notwithstanding the above, because the County has reserved certain rights for the public to have access to the Premises, WMC shall not be responsible for policing or monitoring the acts of the public, nor shall WMC be liable for the acts of the public on or about the Premises.

21. 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 the County:	Milwaukee County Department of Public Works Attn: Director 901 North Ninth Street Courthouse, Room 303 Milwaukee, WI 53233
With a copy to:	Milwaukee County Office of the Corporation Counsel Attn: Corporation Counsel 901 North Ninth Street Courthouse, Room 303 Milwaukee, WI 53233
If to WMC:	Executive Director Milwaukee County War Memorial, Inc. 750 North Lincoln Memorial Drive Milwaukee, WI 53202
and to:	Chairperson Milwaukee County War Memorial, Inc. 750 North Lincoln Memorial Drive Milwaukee, WI 53202

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 attorneys.

22. Damage or Destruction. If the Premises are damaged or destroyed in whole or in part by fire or any other cause whatsoever during the term of this Lease, this Lease shall continue

in full force and effect and County shall take all insurance proceeds and, with all reasonable dispatch and diligence, rebuild, restore and/or repair the Premises to substantially the same condition that existed just prior to its damage or destruction; provided, however, the County's obligation to rebuild, restore and/or repair the Premises shall be limited by the insurance proceeds available to County as a result of such fire, casualty or other cause. If the costs to rebuild, restore and/or repair the Premises exceed insurance proceeds available to County, then County and WMC will negotiate in good faith regarding the manner in which the balance of such costs will be funded.

23. Condemnation. If all or part of the Premises, or other areas to which WMC is granted rights pursuant to this Lease or the North Tract Agreement shall be condemned by any governmental agency or political subdivision, then all proceeds of the award shall be allocated as follows: (a) all proceeds attributable to the land shall belong to County; (b) all proceeds relating to the Saarinen Building, Kahler Addition and East Atrium Addition shall belong to the County other than proceeds allocable to leasehold improvements made by WMC which shall belong to WMC; and (c) all proceeds allocable to WMC's leasehold interest shall belong to WMC. County agrees it will not cause or endorse the condemnation of the Premises in whole or in part.

24. Default. The failure of either party to perform any of its material obligations hereunder shall constitute a default if such material failure continues for more than one hundred twenty (120) days after written notice from the non-defaulting party describing the material failure. If either party fails to perform any of its material obligations hereunder and such material failure continues for a period of one hundred twenty (120) days after receipt of written notice from the non-defaulting party (provided, however, such one hundred twenty (120) day period shall be extended for such additional time as may be necessary (not to exceed one hundred twenty (120) 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 costs and expenses incurred in doing so within thirty (30) days after demand therefor, (b) terminate this Lease by providing written notice to the defaulting party, or (c) pursue any other remedy available at law or in equity. Any act or thing done by either party pursuant to the provisions of this Section shall not be construed as a waiver of any covenant, term or condition contained in this Lease.

25. Financial Reporting and Record Keeping.

A. BOOK OF ACCOUNTS. WMC, in the conduct of its responsibilities to County hereunder, shall maintain adequate books and records for the Premises, the entries of which shall be supported by sufficient documentation to ascertain that said entries are properly and accurately recorded. Accounting records for the Premises shall be maintained based upon WMC's fiscal year. Upon request of County, WMC shall provide to County financial statements prepared in accordance with generally accepted accounting principles.

B. ANNUAL REPORTS. On an annual basis, WMC shall provide County with a copy of WMC's most recent annual audit and, if requested, underlying documentation necessary to support the annual audit, including financial statements prepared in accordance with generally accepted accounting principles.

C. QUARTERLY FINANCIALS. Within sixty (60) days following the close of each fiscal quarter of WMC, WMC shall provide to County unaudited statements of revenues, expenses, cash flows and a balance sheet of WMC for such quarter, certified by the chief financial officer of WMC, subject to annual audit adjustments, to be true, correct and in accordance with generally accepted accounting principles.

D. COUNTY'S RIGHT TO AUDIT. Upon reasonable notice to WMC, County reserves the right for County's employees, or other appointed by County, to conduct an examination and make copies of the books and records maintained by WMC with respect to maintenance and repairs of the Premises. Should County's employees or appointees discover (i) weaknesses in internal control, (ii) errors in recordkeeping or (iii) errors in payments, WMC shall correct such discrepancies promptly upon discovery. WMC shall inform County in writing of any action taken to correct such audit discrepancies. Any and all such audits conducted either by County's employees or appointees will be at the sole expense of County

26. Force Majeure. If either party hereto is prevented from performing an obligation imposed upon it hereunder within the time specified, and such delay is for reasons which were not such party's fault or which were beyond such party's reasonable control, including, but not limited to, acts of God, war, insurrection, weather, strikes, or civil disturbances, but expressly excluding delays resulting from failure to appropriate or expend funding necessary for the performance of an obligation, then the time within which such party was to perform shall be extended for a period equal to the delay.

27. Provisions Severable. If any provision of this Lease shall be held or declared to be invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Lease without impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof.

28. Applicable Law. This Lease shall be governed by and construed under the laws of the State of Wisconsin.

29. Independent Review/Neutral Construction. Each party has had the opportunity to consult independent counsel regarding this Lease. The language used in this Lease 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.

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

31. 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 Lease 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.

32. Entire Agreement. This Lease 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 Lease are contractually binding upon all parties, their successors and assigns.

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

34. Authorization. Each party to this Lease 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.

35. Right of First Negotiation. Upon expiration of this Lease, WMC shall have a right of first negotiation to enter into a new lease of the Premises with the County which right shall survive expiration of this Lease. County shall conduct these lease negotiations exclusively with WMC in good faith for a period of eighteen (18) months prior to expiration or twelve (12) months after expiration of this Lease, as applicable, or such lesser period as is needed to finalize agreement (the "Exclusive Period"), during which WMC and its subtenants shall be entitled to continued occupancy and possession of the Premises on the same terms and conditions as contained herein. If the parties fail to substantially agree upon a new lease within the Exclusive Period, County may commence negotiations with third parties for the lease of the Premises; however, WMC shall have a right of first refusal to match the terms of any such lease which right shall survive expiration of this Lease. County shall furnish WMC with a written copy of the third party lease which County intends to enter, and WMC shall have ninety (90) days from receipt in which to exercise the right of first refusal and match its terms.

36. County Appointments. County acknowledges and agrees that its appointments to the War Memorial Board of Trustees and Membership is reduced in number from eight (8) to two (2) appointments. As of the Commencement Date of this Lease, County shall maintain two (2) representatives on the War Memorial Board and Membership, which representatives shall be appointed by the County Executive and approved by the County Board.

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

38. Recordation. The parties hereto agree that a memorandum of this document shall be recorded with the Register of Deeds for Milwaukee County, State of Wisconsin.

[Signatures on next page]

This Lease has been executed by the parties as of the date first written above.

COUNTY:

MILWAUKEE COUNTY

By: _____
Chris Abele, County Executive

WMC:

MILWAUKEE COUNTY WAR MEMORIAL, INC.

By: _____
Michael M. Berzowski, Chairman
War Memorial Center Facilities Board

Approved for execution:

By: _____
Kimberly Walker, Corporation Counsel

By: _____
George Gaspar, Chairman
War Memorial Corporation Board

EXHIBIT A

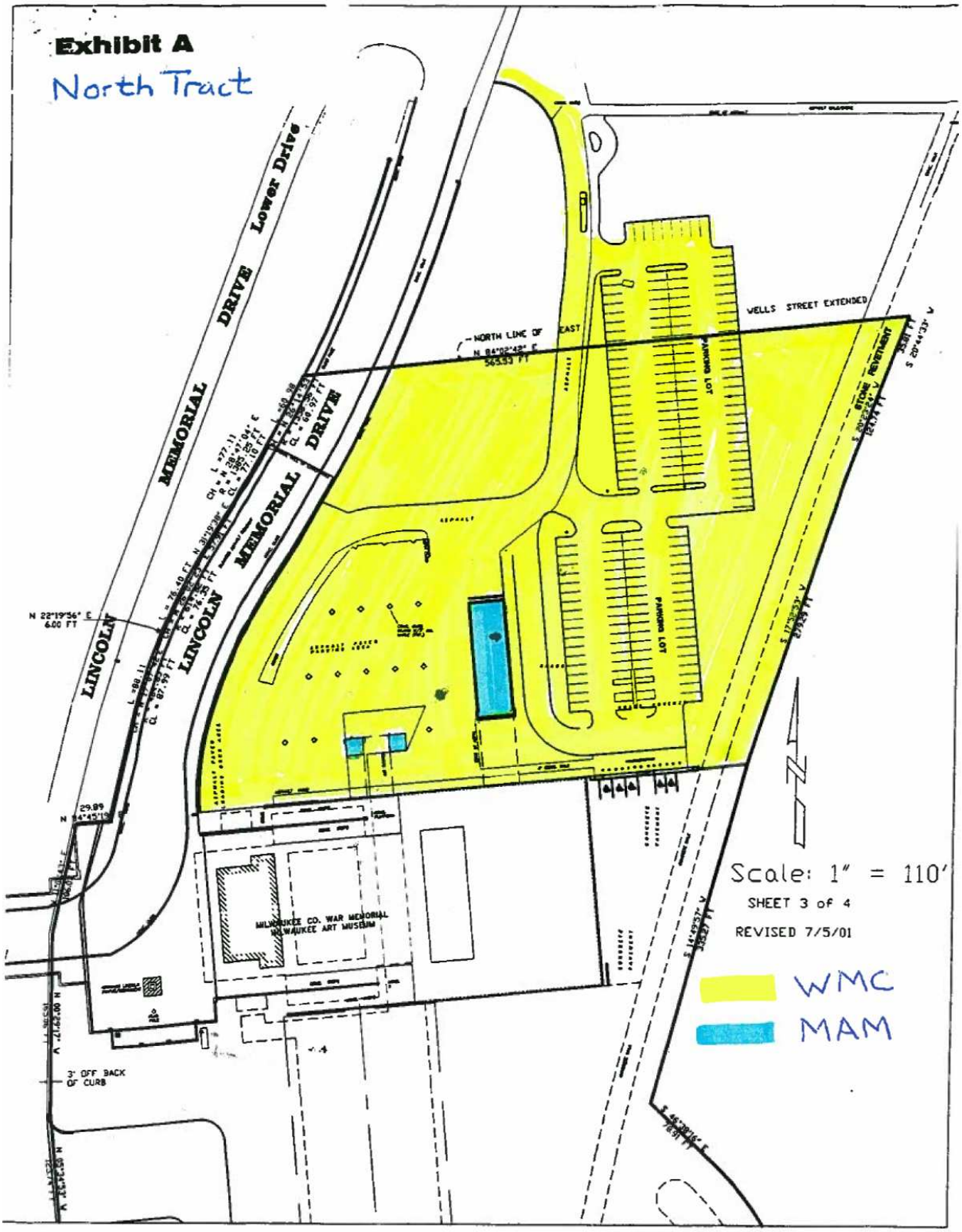


Exhibit A
North Tract
LINCOLN MEMORIAL DRIVE
Lower Drive
WELLS STREET EXTENDED
NORTH LINE OF
EAST
PARKING LOT
N 22°19'36" E
6.00 FT
29.89
MILWAUKEE CO. WAR MEMORIAL
MILWAUKEE ART MUSEUM
3' OFF BACK OF CURB
Scale: 1" = 110'
SHEET 3 of 4
REVISED 7/5/01
WMC
MAM

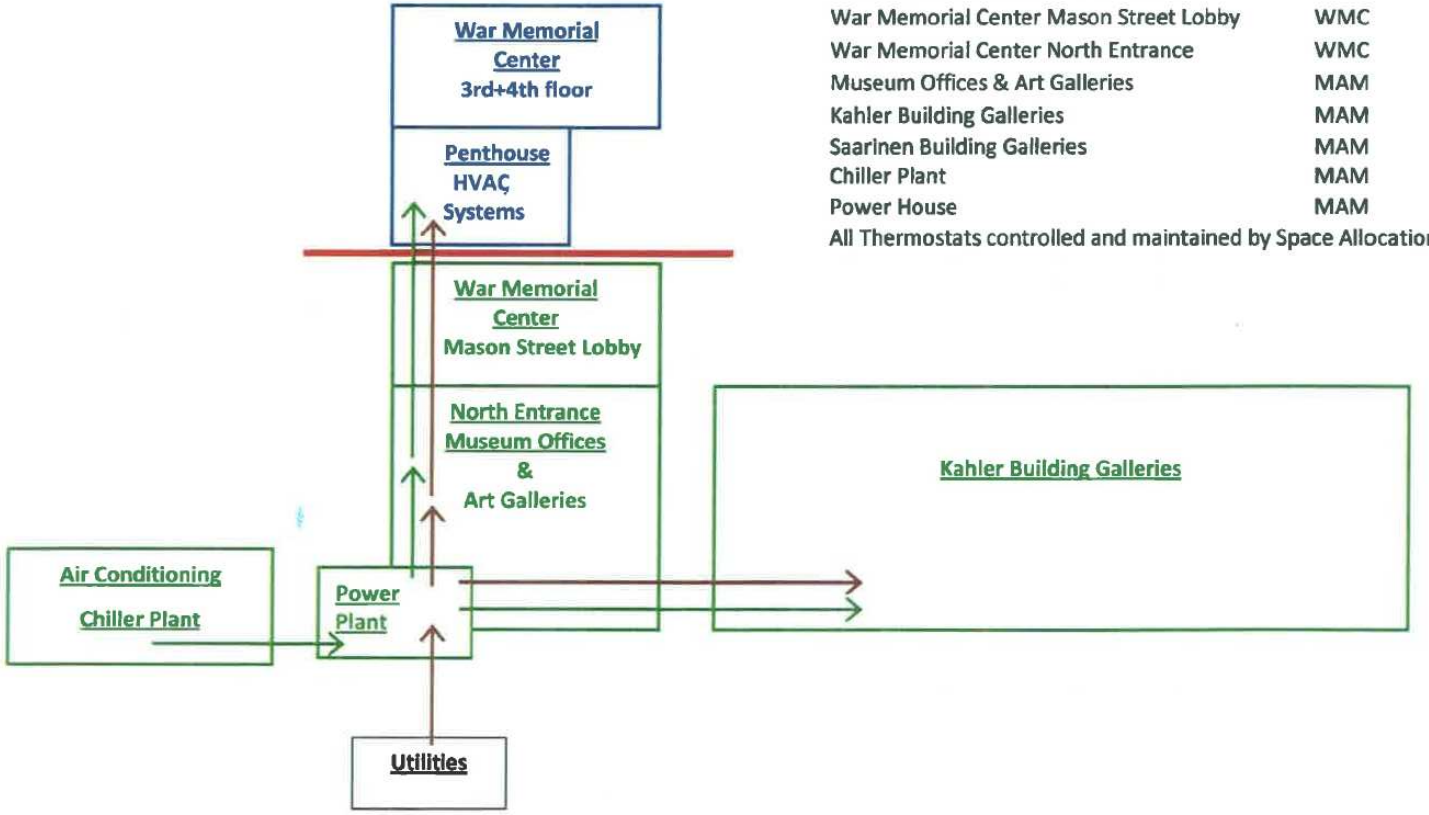
EXHIBIT B

HYBRID ENGINEERING AND SPACE ALLOCATION MODEL

[See attached]

Building Complex Sharing

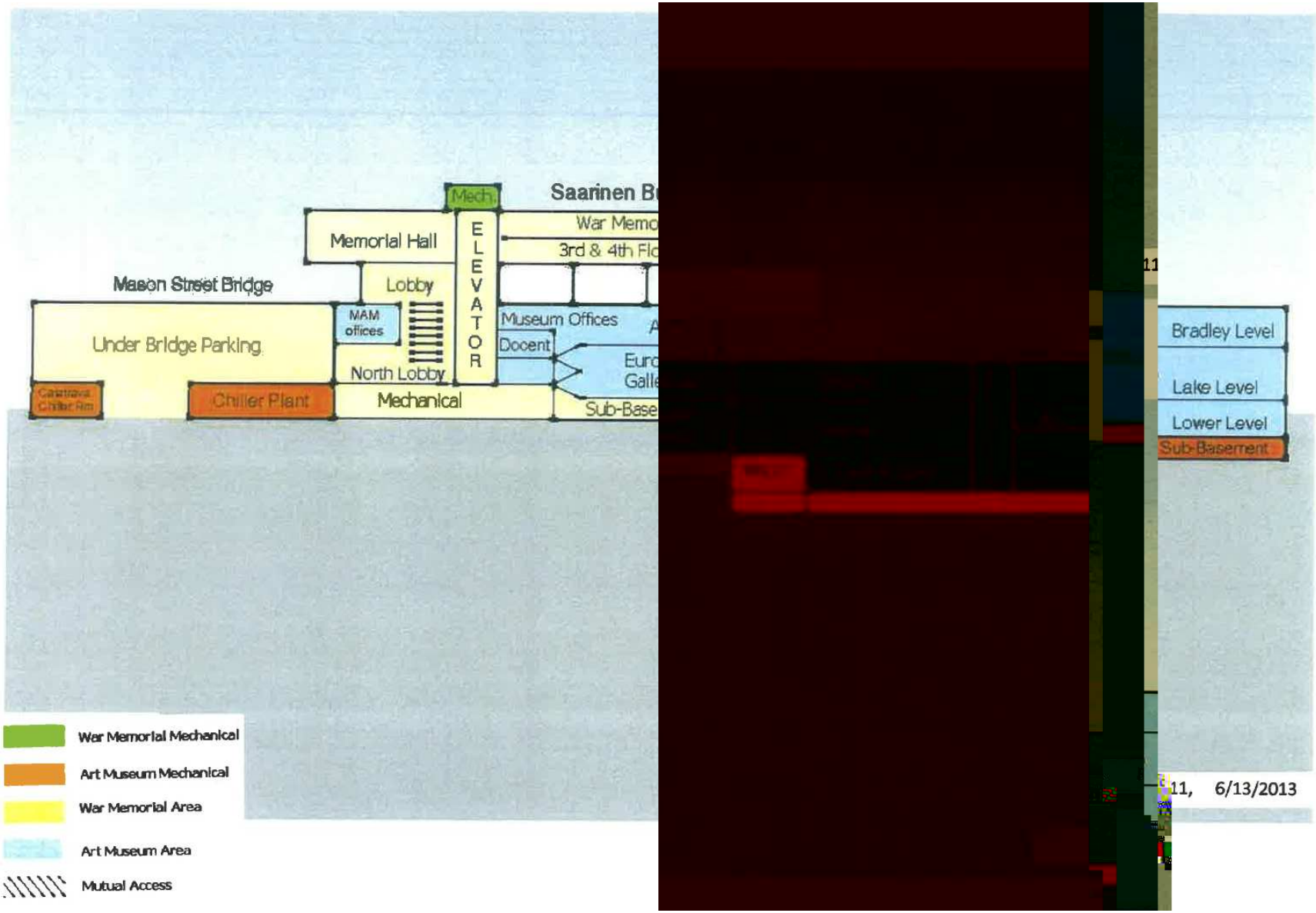
Area	Cleaning, Repair and Environmental Control	Mechanical Systems Operation
War Memorial Center Penthouse	WMC	WMC
War Memorial Center 3rd & 4th Floor	WMC	WMC
War Memorial Center Mason Street Lobby	WMC	MAM
War Memorial Center North Entrance	WMC	MAM
Museum Offices & Art Galleries	MAM	MAM
Kahler Building Galleries	MAM	MAM
Saarinen Building Galleries	MAM	MAM
Chiller Plant	MAM	MAM
Power House	MAM	MAM
All Thermostats controlled and maintained by Space Allocation		

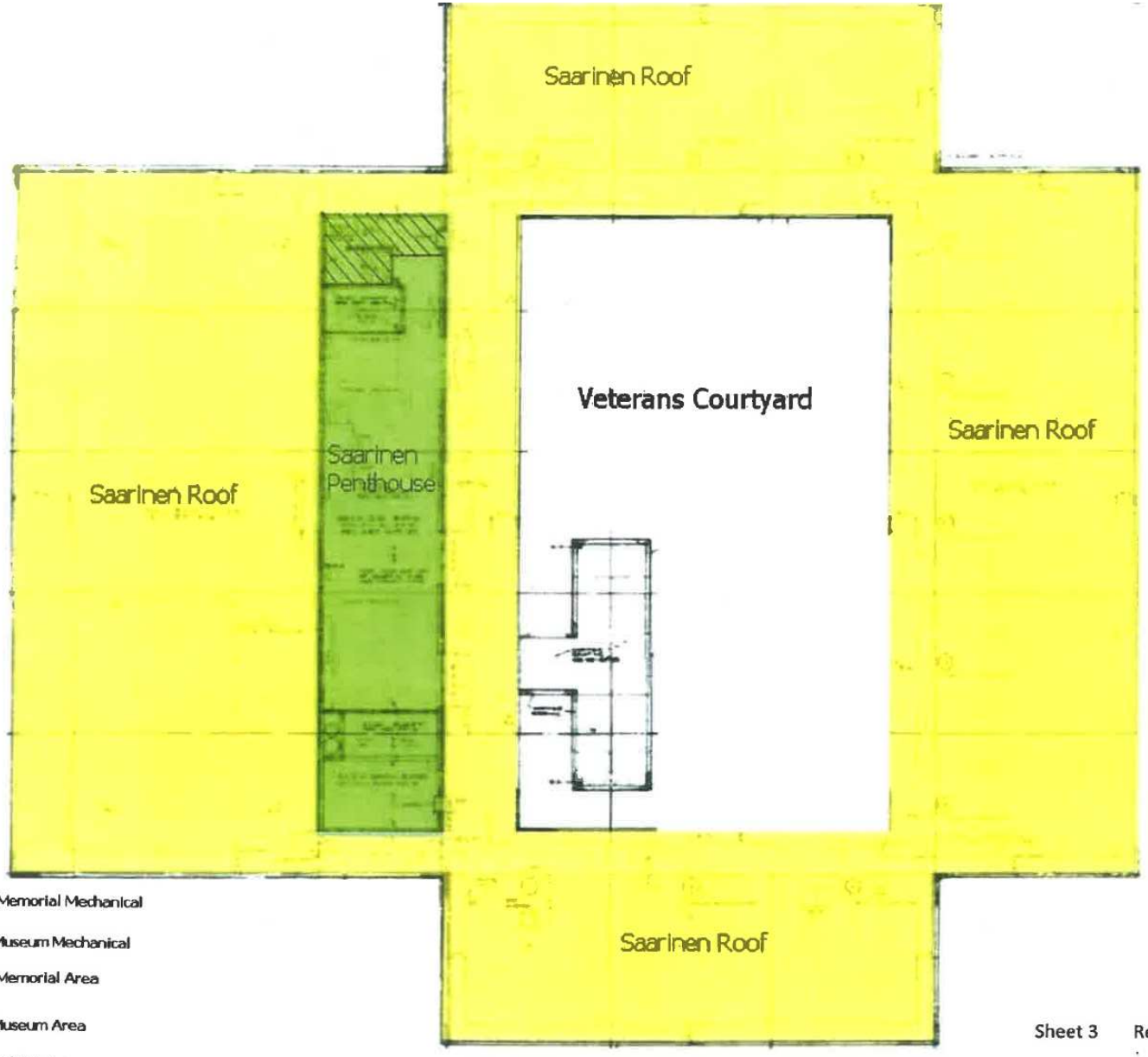


Air Conditioning

Steam, Water systems, Electricity

Sheet 1 Rev 11, 6/13/2013


Mech.
Saarinen B
Memorial Hall
ELEVATOR
War Memo
3rd & 4th Flo
Mason Street Bridge
Lobby
MAM offices
Museum Offices
Under Bridge Parking
Docent
Euro Galle
North Lobby
Chiller Plant
Mechanical
Sub-Base
Bradley Level
Lake Level
Lower Level
Sub-Basement
War Memorial Mechanical
Art Museum Mechanical
War Memorial Area
Art Museum Area
Mutual Access
11, 6/13/2013



War Memorial Mechanical

Art Museum Mechanical

War Memorial Area

Art Museum Area

Mutual Access

Sheet 3 Rev 11, 6/13/2013

Saarinen 4th Floor

Sheet 4 Rev 11, 6/13/2013

War Memorial Mechanical

Art Museum Mechanical

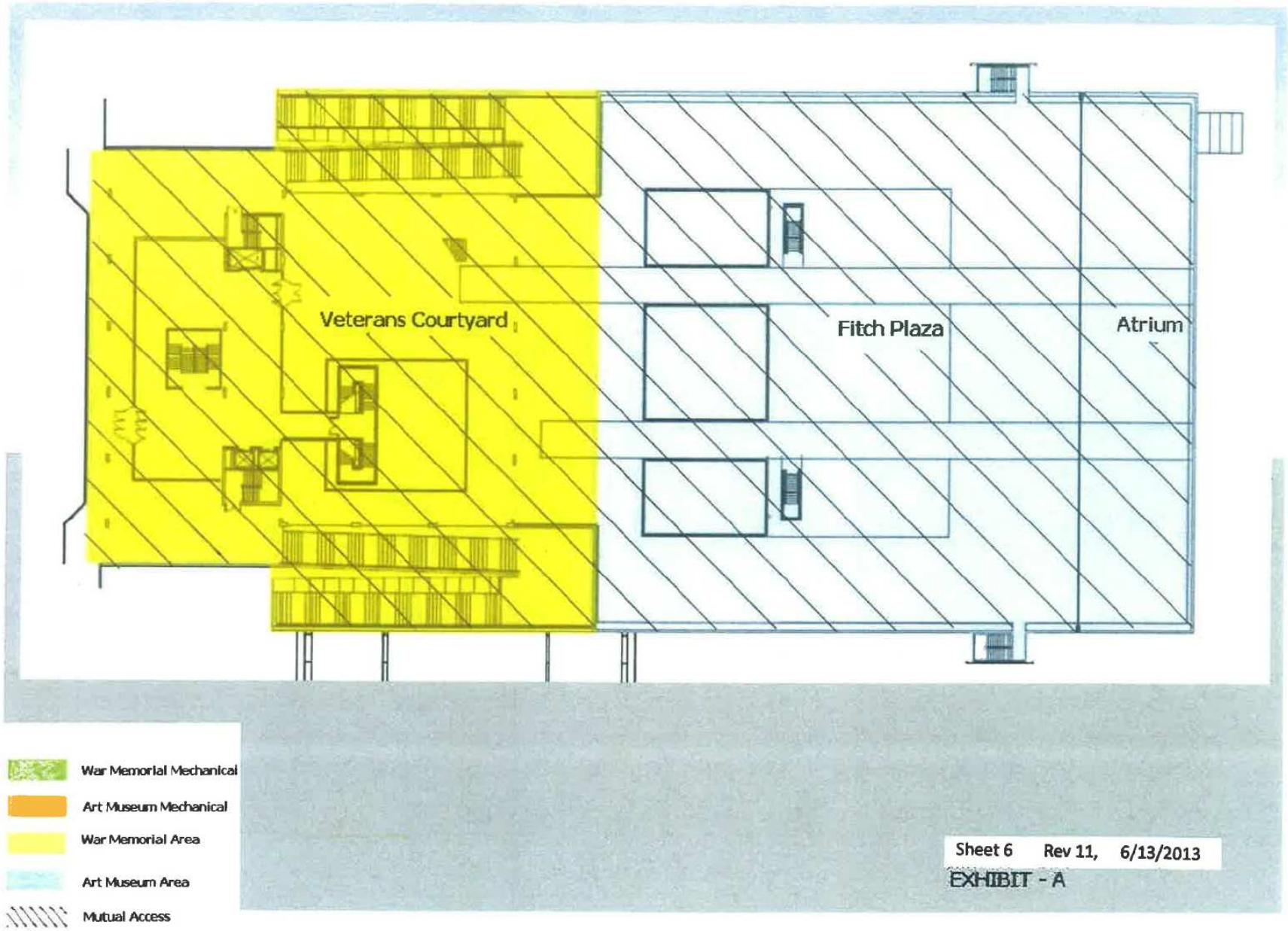
War Memorial Area

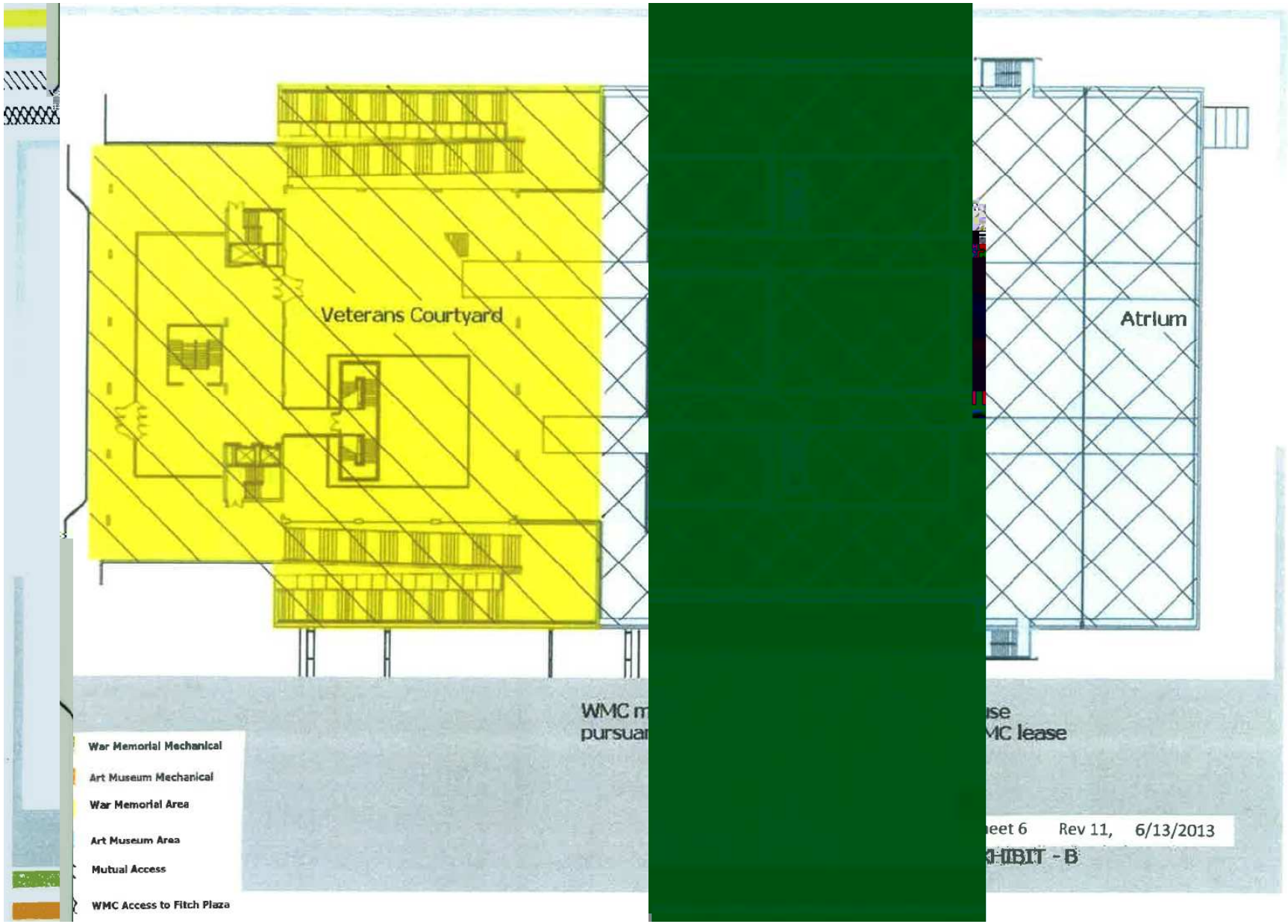
Art Museum Area

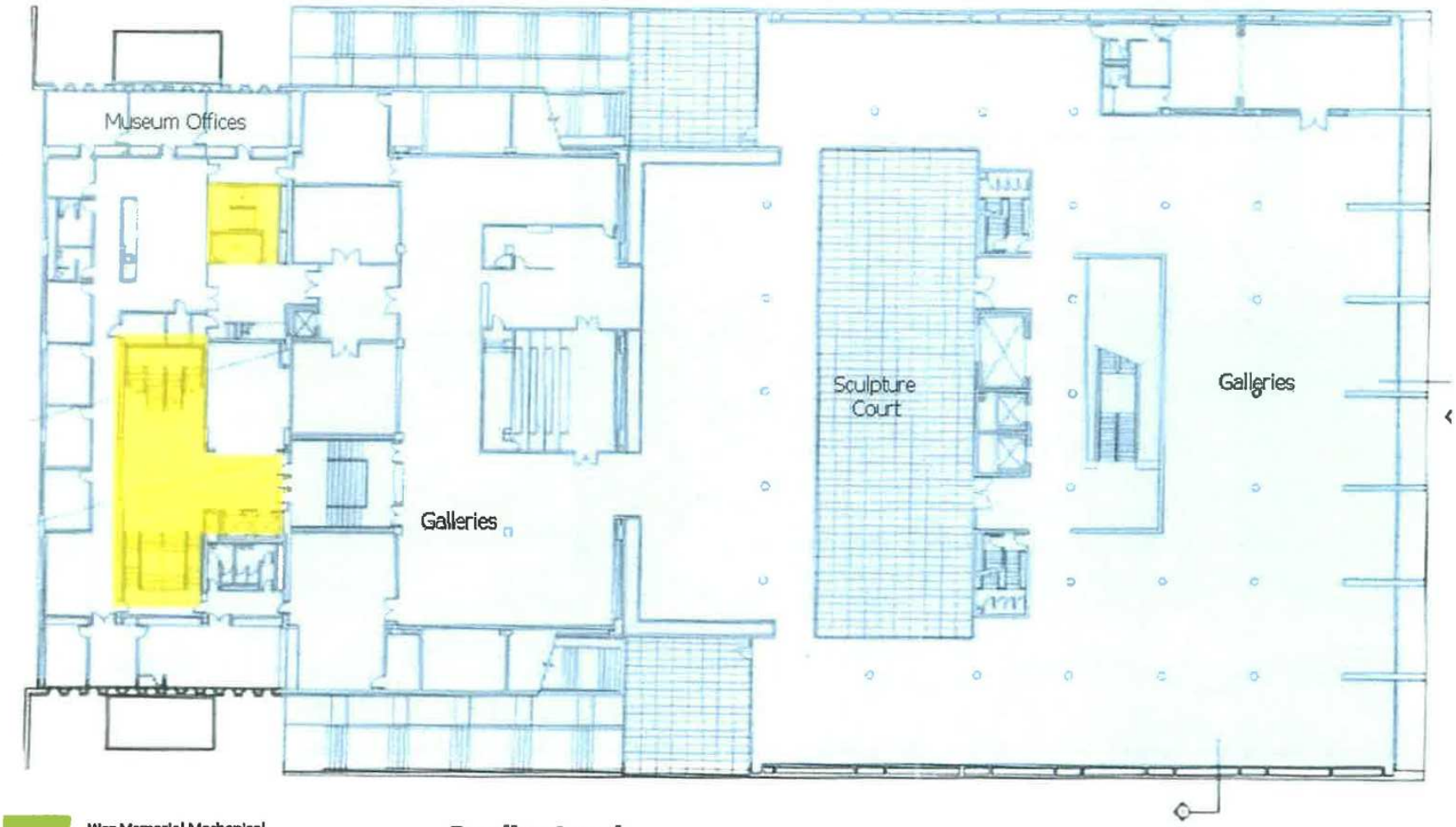
Mutual Access

Saarinen 3rd Floor

Sheet 5 Rev 11, 6/13/2013


Veterans Courtyard
Fitch Plaza
Atrium
War Memorial Mechanical
Art Museum Mechanical
War Memorial Area
Art Museum Area
Mutual Access
Sheet 6 Rev 11, 6/13/2013
EXHIBIT - A


Veterans Courtyard
Atrium
War Memorial Mechanical
Art Museum Mechanical
War Memorial Area
Art Museum Area
Mutual Access
WMC Access to Fitch Plaza
WMC m
pursuan
se
MC lease
eet 6
Rev 11,
6/13/2013
HIBIT - B



War Memorial Mechanical

Art Museum Mechanical

War Memorial Area

Art Museum Area

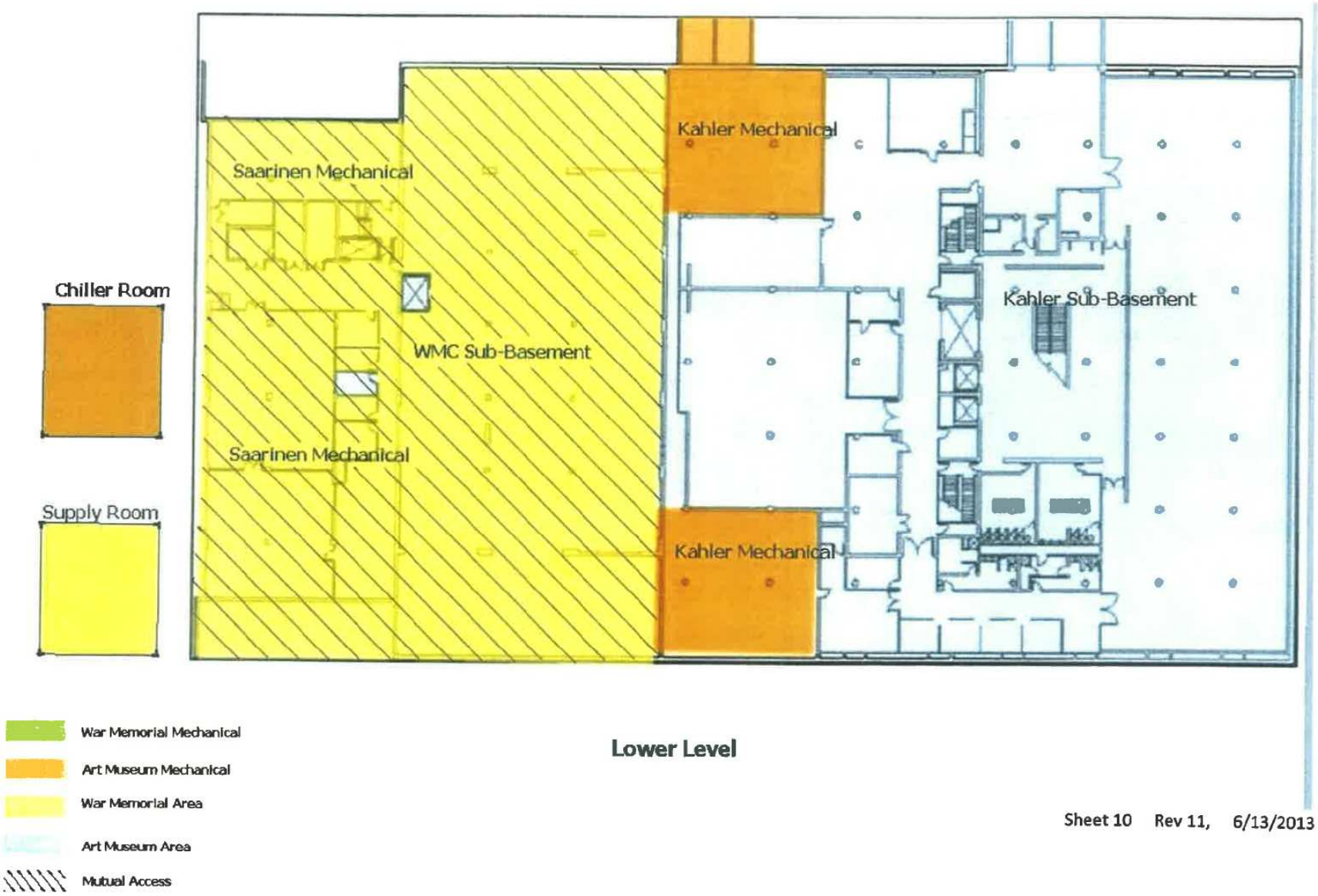
Mutual Access

Bradley Level

Sheet 7 Rev 11, 6/13/2013

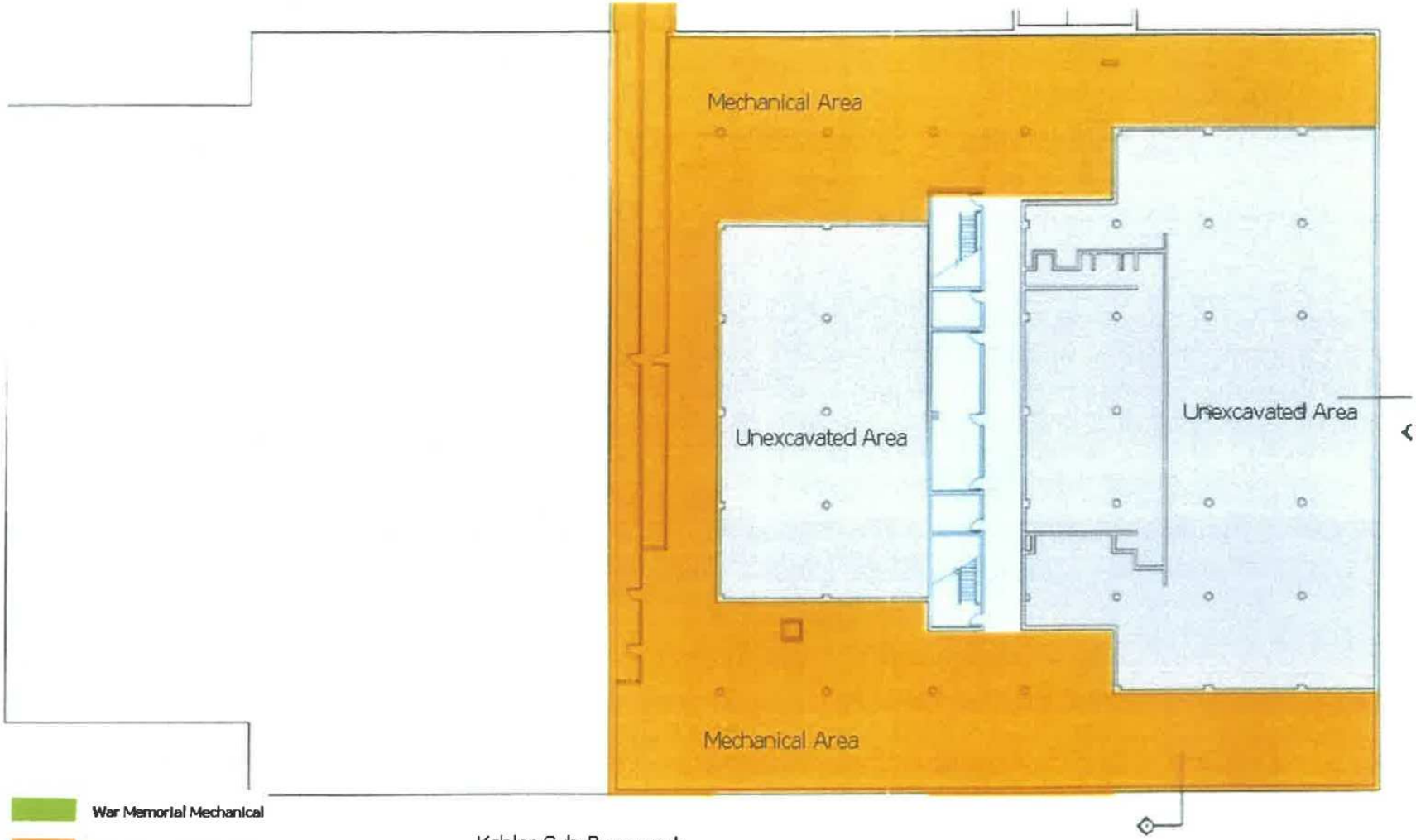
Sheet 8 Rev 11, 6/13/2013

Sheet 9 Rev 11, 6/13/2013



Lower Level

Sheet 10 Rev 11, 6/13/2013

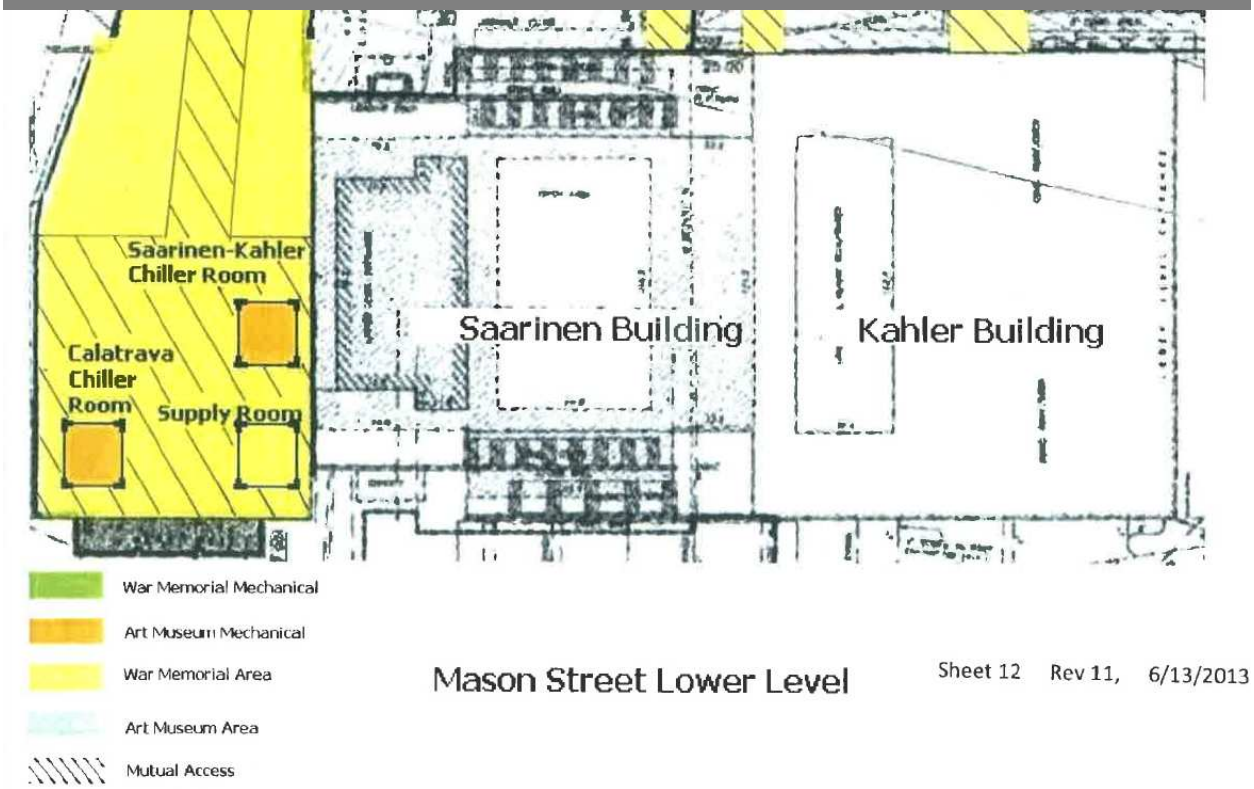


Kahler Sub-Basement

War Memorial Mechanical
Art Museum Mechanical
War Memorial Area
Art Museum Area
Mutual Access

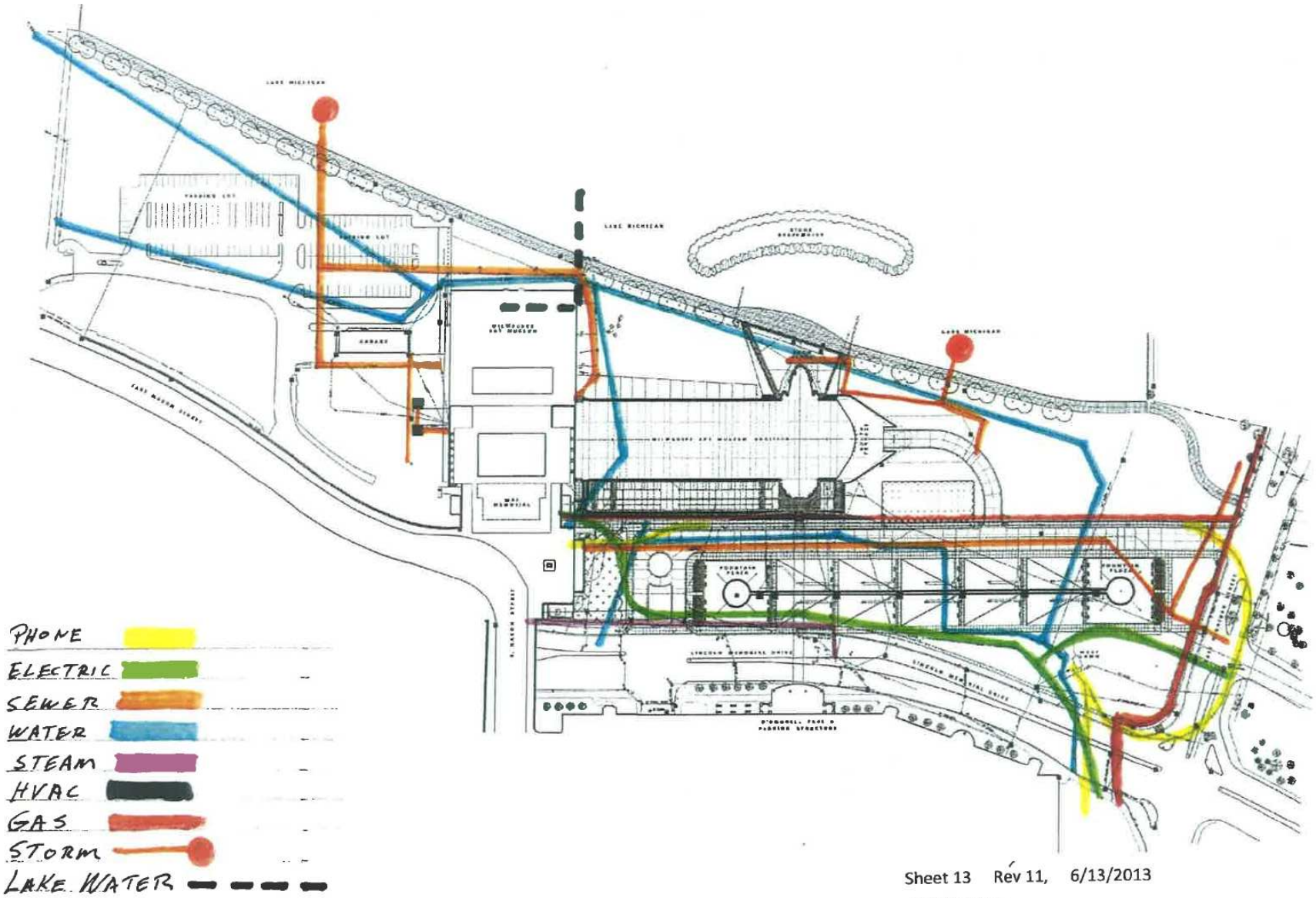
Sheet 11 Rev 11, 6/13/2013

[redacted]



Mason Street Lower Level

Sheet 12 Rev 11, 6/13/2013



Sheet 13 Rev 11, 6/13/2013

Utility Map

Exhibit D from North Track Agreement

EXHIBIT C

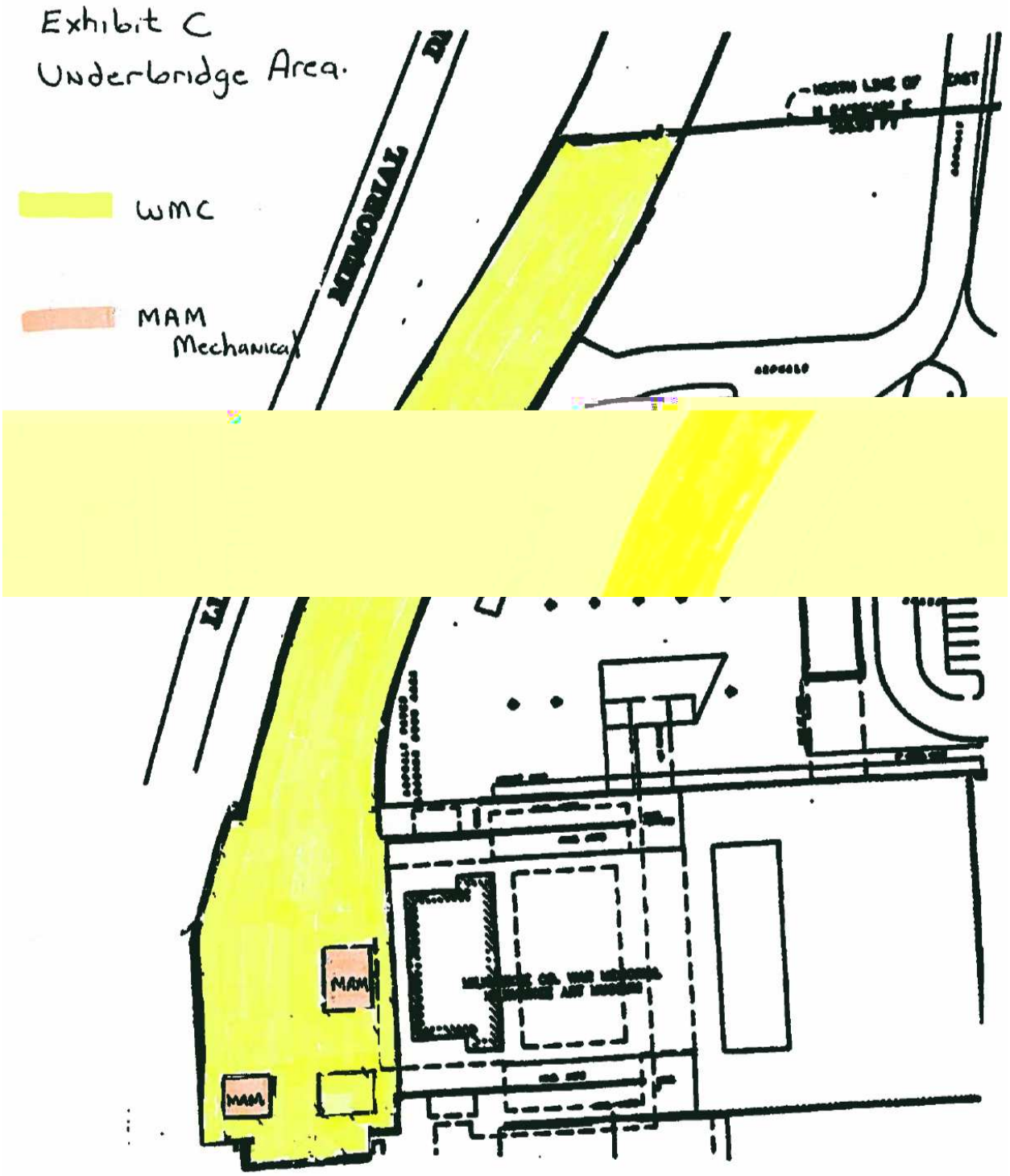


Exhibit C
Underbridge Area.
WMC
MAM
Mechanical
MEMORIAL
MAM
MAM

EXHIBIT D

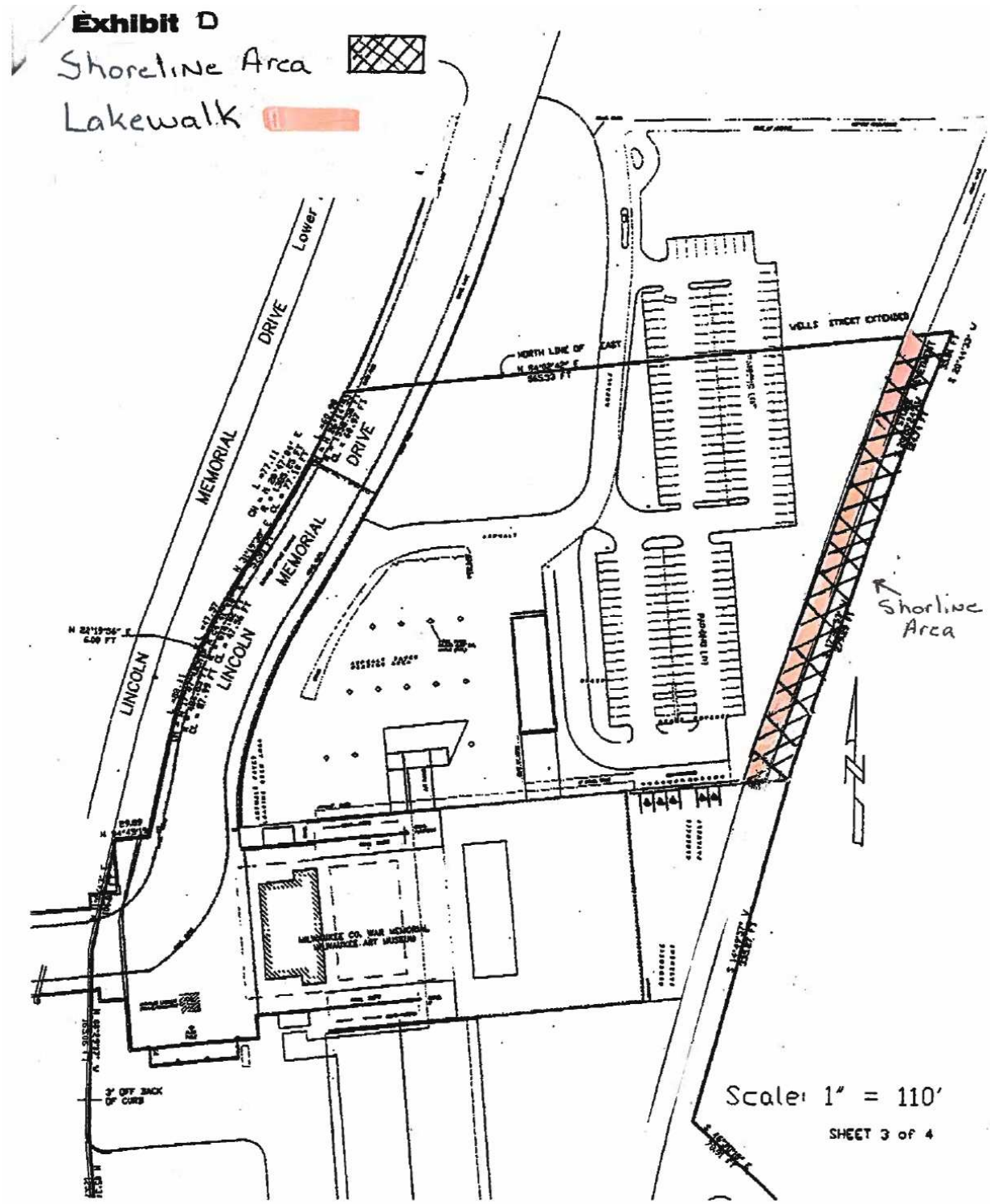


Exhibit D
Shoreline Area
Lakewalk
Lower
DRIVE
MEMORIAL
DRIVE
MEMORIAL
LINCOLN
LINCOLN
WELLS STREET EXTENDED
NORTH LINE OF
EAST
Shorline Area
Scale: 1" = 110'
SHEET 3 of 4

MILWAUKEE ART MUSEUM
LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into as of the _____ day of _____ 2013, by and between the MILWAUKEE ART MUSEUM, INC. (hereinafter referred to as "Museum"), and the MILWAUKEE COUNTY, a governmental subdivision of the State of Wisconsin ("County").

RECITALS

WHEREAS, By resolution file no. 13594, passed March 17, 1953, County approved designation of an area within Juneau Park as the location for a war memorial project.

WHEREAS, County and Milwaukee County War Memorial Center, Inc. ("WMC") entered into that certain Contract dated January 7, 1954 (the "1954 Lease"), which provided for the construction, maintenance and operation of a memorial to the men and women who have served in the defense of our country at the Juneau Park site (referred to herein as the "Saarinen Building").

WHEREAS, Pursuant to the 1954 Lease, WMC was installed as prime tenant and manager of the Saarinen Building, which was intended to provide: (i) meeting rooms, halls and offices and other facilities for Veterans', Civic and Patriotic organizations, (ii) space for an Art Center in order to provide permanent, temporary and traveling art exhibits, and facilities for art instruction, study and research, (iii) music halls, and (iv) auxiliary facilities such as administration and parking.

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"). Museum succeeded to the interests of the Milwaukee Art Institute under the 1955 Sublease.

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, County, WMC, and Museum entered into that certain Memorandum of Understanding dated May 16, 1996, pursuant to which the County agreed to provide guaranteed funding to Museum for a period of seven years, through WMC, in order to assist in the fundraising effort for the Museum's Calatrava Addition owned by Museum and located to the

south of the Kahler Addition and Saarinen Building, and pursuant to which WMC and Museum agreed to assume responsibility for certain maintenance and operational expenses associated with the Kahler Addition and Saarinen Building (the "1996 MOU").

WHEREAS, In 1997 County, WMC, and Museum entered into that certain Lease and Sublease Amendment dated as of October 1, 1997 (the "1997 Lease and Sublease Amendment"), and WMC, Museum, and County entered into that certain Development Agreement dated November 11, 1997 (the "1997 Development Agreement"), both of which were intended to accommodate and facilitate construction of Museum's Calatrava Addition and related site improvements (the "Calatrava Addition" and "Site Improvements," respectively).

WHEREAS, In 2001 County, WMC and Museum entered into the following agreements that superseded the 1997 Lease and Sublease Amendment (the "2001 Agreements"):

- Amendment to Lease by and between County and WMC (the "2001 Lease Amendment"), which amended the 1954 Lease.

- Sublease by and between WMC and Museum (the "2001 Museum Sublease"), which superseded the 1955 Sublease in its entirety.

WHEREAS, in connection with the 2001 Agreements, WMC, County, and Wisconsin Veterans War Memorial/Milwaukee, Inc. ("Veterans") entered into a Sublease (the "2001 Veterans Sublease"). The 2001 Veterans Sublease was terminated pursuant to that certain Sublease Termination Agreement dated January 17, 2006.

WHEREAS, The 2001 agreements also contemplated that Museum, Veterans and WMC would enter into a cooperation agreement to further clarify their working relationship and the anticipated uses of the subject premises (the "2001 Cooperation Agreement").

WHEREAS, Pursuant to the terms of the 2001 Agreements, the 1954 Lease, as amended by the 2001 Lease Amendment, the 2001 Museum Sublease, and the 2001 Veterans Sublease superseded other prior agreements, amendments, leases or subleases to which County, WMC and Museum were parties relating to the use, possession and occupancy of the subject premises (except for the 1996 MOU and the 1997 Development Agreement, which were not superseded).

WHEREAS, Simultaneous with the execution of this Agreement, the parties will execute the following documents that will, together with this Lease, supersede and replace all prior agreements, amendments, leases or subleases to which County, WMC and Museum are parties relating to the use, possession and occupancy of the subject premises:

- County and WMC will execute a Lease Agreement terminating the 1954 Lease (as amended by the 2001 Lease Amendment) establishing leasehold rights within certain portions of the Saarinen Building and other property for the benefit WMC (the "2013 WMC Lease").

- County, WMC, and Museum will execute (i) a Sublease Termination Agreement, terminating the 2001 Museum Sublease, and (ii) a Termination Agreement, terminating the 2001 Cooperation Agreement.

- County, Museum, and WMC will enter into a Development Agreement, which provides for the funding and construction of the Planned Capital Improvements and Museum Improvements (as such terms are hereinafter defined) to the Saarinen Building and Kahler Addition (the "Development Agreement").

- County, Museum and WMC will enter into a North Tract Access, Use, and Future Development Agreement addressing ingress, egress, maintenance, utility, future development, and related rights and obligations with respect to the North Tract (the "North Tract Agreement").

- County, Museum and WMC will enter into a Cooperation Agreement addressing the working relationship between Museum and WMC (the "Cooperation Agreement").

WHEREAS, the Saarinen Building and the Kahler Addition are in need of certain repairs and improvements as identified in the September 2011 report prepared by the County's Department of Audit and in other independent reports prepared for Museum and WMC which generally include without limitation: (i) replacement of the HVAC system servicing the Kahler Addition and other HVAC work related to the Saarinen Building; (ii) various structural repairs to the Saarinen Building and Kahler Addition; (iii) various other improvements and building envelope repairs to eliminate water infiltration into the Saarinen Building and the Kahler Addition; (iv) repair/replacement of the deck of the Saarinen Building, known as "Veterans Court"; and (v) repair of the outdoor stairwells, one of which is commonly known as the "Birdcage" (collectively, the "Planned Capital Improvements").

WHEREAS, Museum intends to perform the following repairs and improvements, some of which are needed to repair deficiencies identified in the September 2011 report prepared by the County's Department of Audit and in other independent reports prepared for Museum and WMC: (i) enclose the outdoor sculpture court and improve the interior space resulting from such enclosure for use as an art gallery; (ii) construct an east atrium entrance to the Museum on the lakeside of the Kahler Addition (the "East Atrium Addition"), which will serve in part to address existing deficiencies in the lakeside foundation and lakeside façade of the Kahler Addition; (iii) repair/replace the roof and deck of the Kahler Addition, known as "Fitch Plaza"; and (iv) reinstall Museum's permanent art collection located in the Kahler Addition and in those portions of the Saarinen Building leased to Museum (collectively, the "Museum Improvements").

WHEREAS, the cost of the Planned Capital Improvements is estimated to be Ten Million Dollars ($10,000,000), which sum shall be funded by County.

WHEREAS, the cost of the Museum Improvements is estimated to be Fifteen Million Dollars ($15,000,000), which sum shall be raised and contributed by Museum to fund the cost of the Museum Improvements.

WHEREAS, Museum previously funded, constructed, and donated the Kahler Addition to the County. Pursuant to the terms of the Development Agreement, Museum will fund, construct, and donate the East Atrium Addition to the County. County will accept such donation and Museum will thereafter occupy and use the East Atrium Addition and the other Museum Premises for Museum's use as a tenant under this Lease.

WHEREAS, the Museum and WMC provide valuable cultural and educational activities, exhibits and educational programs for the public, and the Planned Capital Improvements and Museum Improvements are intended to correct known structural and maintenance deficiencies and to accommodate Museum's and WMC's current and future operational needs to enable the Museum and WMC to continue providing such public contributions.

WHEREAS, this Lease, together with the Development Agreement, are necessary to provide a mechanism to keep safe the art in Museum's collection, and a mechanism to ensure timely funding and performance of necessary management, maintenance and repairs of the Premises described herein.

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. Incorporation of Recitals. The foregoing Recitals are mutually acknowledged to be true, correct and incorporated into this Lease.

2. Demise of Premises. County hereby demises and leases to Museum, and Museum hereby takes and leases from County, the following premises (which shall constitute collectively, the "Premises"):

A. LAND. The land identified and legally described on Exhibit A attached hereto.

B. KAHLER ADDITION AND SAARINEN BUILDING. The entire Kahler Addition and those portions of the Saarinen Building identified and described on the Hybrid Engineering and Space Allocation Model attached as Exhibit B and made a part hereof.

C. EAST ATRIUM ADDITION. Once constructed, the entire proposed East Atrium Addition identified and described on Exhibit C attached hereto. The East Atrium Addition will be constructed in accordance with the terms of the Development Agreement.

D. SCULPTURE COURT ENCLOSURE SPACE. Once constructed, the interior art gallery space resulting from enclosure of the outdoor sculpture court as part of the Museum Improvements.

3. Pedestrian Bridge Air Rights. County hereby grants to Museum air rights over Lincoln Memorial Drive in the location of the Air Rights Parcel and the West Bridge Base Parcel identified and legally described on Exhibit D attached hereto for the installation, maintenance and operation of a pedestrian bridge and bridge support system. The term of such air rights shall run concurrent with the term of this Lease.

4. Access, Use, and Future Development Rights. In addition to the rights granted herein, County warrants Museum shall have the following access, use, and future development rights during the Term of this Lease:

A. Access in, through and to those portions of the Saarinen Building and Underbridge Area leased to WMC identified on the Hybrid Engineering and Space Allocation Model attached as Exhibit B as "Mutual Access";

B. The access, use, and future development rights specified in the North Tract Agreement relating to the North Tract; and

5. Utility Rights. County shall have those utility rights specified in the North Tract Agreement relating to the installation of underground utility infrastructure on, over, across, and under the North Tract in connection with the East Atrium Addition. County shall be solely responsible for maintaining, repairing and replacing the utility infrastructure located on the Premises, whether on or after the date of this Agreement, in good condition and repair, in accordance with all applicable governmental rules, ordinances and regulations, as well as sound engineering practices.

6. WMC Use of Fitch Plaza. County as owner, and Museum as tenant, hereby acknowledge that County and Museum are granting and conveying to WMC in the Cooperation Agreement, simultaneous with the execution of this Lease, the right to use Fitch Plaza for weddings, receptions, parties, events and other bookings in accordance with the terms of the Cooperation Agreement.

7. Other Rights Reserved by County. The Premises are being leased to Museum subject to the following reservations:

A. UTILITIES. This Lease is subject to the County's right to maintain, repair and replace certain underground gas, electricity, steam, water, sewer, and other utilities and services in their current locations identified in the site plan attached hereto as Exhibit E (including, without limitation, Lincoln Memorial Drive traffic signals, conduits, wires and controllers) and future locations on the Premises. County shall provide notice to Museum of County's intent to maintain, repair or replace any such utilities. Any Site Improvements owned by Museum shall be dismantled, removed or replaced (if replacement is so desired) by Museum prior to County's performance of the work or, in the alternative, Museum shall pay the additional cost for the County to work around, under or over such Site Improvements. County shall bear all costs for relocation of any utilities affected by the East Atrium Addition. As to any other permanent structures to be developed on the Premises by Museum, Museum shall bear all costs for relocation of any affected County utilities as may be reasonably required by County.

B. SEA WALL & SHORELINE. This Lease is subject to the rights of the public to use the shoreline and seawall on the eastern edge of the Premises in the location as exists from time to time (the "Shoreline Area"). The Shoreline Area may be relocated or otherwise modified from time to time upon the written agreement of County and Museum. The current Shoreline Area is identified on Exhibit F, which includes a seawall structure (including revetment and cantilevered lakewalk/walkway), flood control structures, heat tracing system, drainage outfall(s), and eyebrow island. All improvements located in the Shoreline Area are owned and maintained by County.

C. LAKEWALK. This Lease is subject to the rights of the public to use the sidewalk along the eastern edge of the Premises (the "Lakewalk"). The currently existing Lakewalk is more particularly shown on Exhibit F, a location cantilevered over the edge of the shoreline. The Lakewalk is owned and maintained by County (except the Lakewalk benches and related lighting, which are owned by Museum).

D. PUBLIC TRUST. This Lease is subject to County's reservation of the right for all unenclosed portions of the Premises to be used by the public for the uses allowed by the public trust doctrine and the lake bed grants, as further described in Section 13.B., herein.

8. Ownership of Improvements. The Saarinen Building, Kahler Addition, Museum Improvements (once constructed) and all existing improvements in the Shoreline Area and Lakewalk (except the Lakewalk benches and related lighting, which are owned by Museum) shall continue to be owned by the County, subject to the rights of Museum and WMC pursuant to their respective leases with the County to use such improvements; except that Museum shall have an ownership interest in its leasehold improvements located upon or within the Premises, and Museum shall continue to own the Calatrava Addition and Site Improvements. Ownership of any additional improvements constructed by Museum upon the Premises shall be determined by mutual agreement of County and Museum at the time Museum seeks County approval for construction.

9. Term and Termination.

A. The initial term of this Lease shall commence on the date hereof and continue through 11:59 p.m. on September 30, 2022 (the "Initial Term"). The Initial Term shall automatically extend for three (3) additional successive periods of twenty-five (25) years each (each an "Extension Term"), unless Museum gives County written notice of termination of this Lease not less than six (6) months prior to the expiration of the then current term, in which case this Lease shall terminate upon the expiration date of the then current term. The initial term and any subsequent extensions are referred to herein as the "Term."

B. In addition to the provisions of Section 25, this Lease may be terminated immediately and after written notice to Museum, at County's election, if Museum becomes insolvent, is adjudicated bankrupt, makes an assignment for the benefit of its creditors, makes a bankruptcy filing or is the subject of an involuntary bankruptcy filing, or is dissolved either voluntarily or involuntarily.

10. Consideration. In addition to the Recitals and the mutual covenants and promises set forth in this Lease: (a) County acknowledges that it is receiving a substantial benefit from Museum's lease of the Premises, Museum's cultural contributions and promotion of activities, exhibits and educational programs for the public, and Museum's performance of, and financial contributions towards, the improvements contemplated under the Development Agreement, including the Planned Capital Improvements and the Museum Improvements, and; (b) County acknowledges it and the public have received a substantial benefit from Museum's funding, construction, and donation of the Kahler Addition, and; (c) County acknowledges it and the public will receive a substantial benefit from Museum's funding and construction of the Museum Improvements and donation of the East Atrium Addition, and; (d) County acknowledges the

public is receiving an additional substantial benefit from Museum's contributions pursuant to the Cooperation Agreement. There shall be no rent payable by Museum pursuant to this Lease, in consideration of the aforesaid benefits conferred upon the County and the public by Museum. Museum acknowledges that it is receiving a substantial benefit from County through County's grant of rights to Museum under this Lease and pledge of support for Museum's activities as described herein and as described in the Development Agreement. The parties hereto agree that the foregoing constitutes good, valuable and sufficient consideration and waive any contrary arguments or defenses.

11. Condition of Premises. Except as otherwise expressly provided herein, Museum takes the Premises, as existing as of the date of this Lease, in their "AS-IS, WHERE-IS" condition and acknowledges that County has made no representations or warranties of any kind or nature relating to the present physical condition or environmental condition of the Premises or any improvements or systems on the Premises or the suitability of the Premises for the operations to be conducted by Museum, as existing as of the date of this Lease. County does, however, represent and warrant that all improvements, additions, repairs, or replacements performed by or on behalf of County to the Premises after the date of this Lease, including those contemplated in the Development Agreement, shall be performed in a good and workmanlike manner, in accordance with all applicable governmental rules, ordinances and regulations, as well as sound engineering practices, and shall be suitable in all respects for the conduct of Museum's operations at the Premises, in a manner consistent with Museum accreditation authorities and the expectations of Milwaukee County residents.

12. Payment of Utilities. Subject to County providing the funding required pursuant to Section 14.C.i., below, Museum shall be responsible for all charges for gas, electricity, steam, water, and sewer used or consumed on the Premises. Beginning January 1, 2024, Museum shall be responsible for all charges for gas, electricity, steam, water, and sewer used or consumed on the Premises in accordance with an agreement to be determined between Museum and WMC for allocation of such charges where jointly metered.

13. Permitted Use.

A. PERMITTED USES. Museum shall use the Premises for exhibition space, storage space, performance space, theater space, meeting rooms, classroom space, multimedia displays, special events, Museum related office space, art education, the placement of art installations, a museum shop, and ancillary uses thereto. An auxiliary non-destination restaurant with food and beverage service, including the service and sale of alcoholic beverages in connection with Museum is also a permitted use (including securing a liquor license). The uses stated above have been determined by the parties to be recreational uses which enhance the enjoyment of the natural scenic beauty of the lakefront, by the general public including those persons who use the Museum. The Museum shall be open to the public, subject to such reasonable rules and regulations as the Museum may prescribe from time to time. Museum agrees to operate the Museum, including any restaurant in the Museum, in compliance with the Public Trust doctrine. Museum further agrees to supply to County, upon demand, evidence of the hours of operation, fees, eligible users, and other usage conditions of any restaurant in the Museum to confirm they comply with the Public Trust doctrine. Museum agrees to operate any restaurant in the Museum consistent with the Wisconsin Department of Natural Resources'

general Guidelines for Food Service in Lakebed Areas existing on the Effective Date of this Lease or such other guidelines which the WDNR shall put in writing for this specific site and use which govern this Lease.

B. PUBLIC TRUST. The Museum's use of the Premises is subject to the County's reservation of the right for all unenclosed portions of the Premises to be used by the public for the uses allowed by the public trust doctrine and the lake bed grants, and subject to reasonable rules and regulations of Museum. Notwithstanding the foregoing, Museum shall have the right to exclude the public from the unenclosed portions of the Premises no more than twenty (20) days per year for limited special events, upon notice reasonably provided to County, and during such periods when, and only when, construction activity would pose a risk to the public, and for other special events, upon securing a permit from the County, except that the bike path and Lakewalk must remain open at all times to the public. The County may by permit grant Museum more days per year to exclude the public for special events. All such public uses shall be subject to reasonable rules and regulations and shall be in addition to the rights of the public to use and enjoy facilities located on the Premises at such times as those facilities are open for business, during announced special events, for publicly available tours, for special classes and educational events made available to County and area residents, for public dining in any restaurant which will be part of the Premises, for public access to the scenery of the lakefront during inclement weather, for access to the lakefront by those with physical disabilities, and similar purposes, and which access rights are subject to reasonable rules and regulations of Museum, to protect the safety of visitors to the Premises, to protect the art collection, and to allow for proper sharing of uses.

14. Management, Maintenance, and Repair.

A. COUNTY RESPONSIBILITY. Except for obligations expressly assumed by Museum pursuant to Section 14.B., County shall, at its expense, keep the Premises, Lakewalk, and the Shoreline Area in good condition and repair during the term of this Lease, including without limitation, major maintenance and repair and replacement of a capital nature (as opposed to routine maintenance and repair) of the foundation, building envelope, load-bearing walls, windows, roof, utility infrastructure servicing the Premises, plumbing and mechanical facilities servicing the Premises, and all other structural elements of the Premises. The County shall continue to provide maintenance and repair of the improvements in, on and under the Shoreline Area (including, without limitation, the associated Lakewalk and seawall, but excluding the responsibilities assumed by the Museum to maintain the Lakewalk benches and related lighting in Section 14.B.) to the extent needed to prevent and forestall loss of land as a result of erosion, wave action or other natural forces, and shall restore all loss of such land and repair all damage in the Shoreline Area that may be caused by such forces. In addition, County shall be responsible for the implementation, maintenance and repair of the Planned Capital Improvements as set forth in the Development Agreement. The foregoing maintenance and repair work shall be conducted in a good and workmanlike manner to ensure compliance with applicable codes and ordinances as well as the quiet enjoyment and safety of Museum and its invitees.

The County expressly disclaims any responsibility for the following maintenance and repair matters: litter and debris collection from the Premises; Lakewalk

benches and related lighting; removal and re-installation of Museum's equipment or Site Improvements to allow County to perform major maintenance or repair when scheduled; maintenance of vegetation on Premises; and snow removal on Premises. County shall not be obligated to perform the following in any event, but Museum may perform such maintenance and repair of the grounds, sidewalks and driveways located on the Premises as the Museum shall choose to undertake, including without limitation, removal of graffiti from the Premises, and litter and debris collection from the Premises.

B. MUSEUM RESPONSIBILITY.

i. Museum shall be responsible for maintaining and repairing, at Museum's expense: (i) all leasehold improvements owned by Museum on or within the Premises; (ii) all art installations made by Museum on or within the Premises; (iii) maintenance and repair of Lakewalk benches and related lighting; and (iv) removal and re-installation of Museum equipment, materials or Site Improvements to allow County to perform major maintenance or capital improvements when scheduled. Museum shall also be responsible for maintenance of vegetation on Premises such as trees, shrubs, turf, flowers, and snow removal on Premises.

ii. Subject to County providing the funding required pursuant to Section 14.C.i., below, Museum shall be responsible for all routine maintenance and repair of the Premises for the calendar years 2014 – 2023. Beginning January 1, 2024, Museum shall be responsible for all routine maintenance and repair of the Premises.

iii. Museum shall not be responsible for maintenance or repairs of improvements located on the North Tract, snow removal or maintenance of vegetation located on the North Tract, or for any premises leased by WMC, such matters being the responsibility of WMC or County pursuant to the North Tract Agreement.

iv. Any damage caused by Museum or Museum's employees, agents, servants, contractors or invitees to the Premises shall be promptly repaired at Museum's sole expense, normal wear and tear excepted.

C. COUNTY FUNDING.

i. For the calendar years 2014 – 2023, County agrees to provide funding to Museum on an annual basis in the total annual amount of $1,100,000 per year, payable on a quarterly basis.

ii. For the calendar year 2024, and for each year thereafter for the term of this Agreement, Museum shall, on or before May 1st of each year (beginning May 1, 2023), prepare and submit to County for County's consideration a proposed annual budget with respect to programming support, routine maintenance and repair of the Premises, and estimated Museum utility costs for the Premises, which shall set forth in reasonable detail the costs and expenses estimated to be incurred during the following calendar year.

iii. For the calendar year 2013, Museum and County will agree on a transition date for routine maintenance and repair of the Premises to be used for reallocating

previously appropriated funds in a manner that recognizes the responsibility of Museum under the Hybrid Engineering and Space Allocation Model.

15. Alterations. Museum may, from time to time and at its expense make such alterations or improvements to the Premises as may be necessary or proper for the conduct of its operations provided such alterations or improvements will not jeopardize the structural integrity or soundness of the Kahler Addition or Saarinen Building or materially interfere with the use and enjoyment of the Saarinen Building by WMC. Museum shall provide County with all plans and specifications for such work and reasonable notice and opportunity to comment on the plans and specifications prior to commencement of the work. Notwithstanding the foregoing, the Planned Capital Improvements and the Museum Improvements shall be approved pursuant to the terms the Development Agreement.

16. County's Access. County or its agents shall have reasonable access to the Premises to make alterations, repairs, or improvements and to inspect the condition of the Premises. County shall provide reasonable advance notice of any such access except in the event of an emergency.

17. Museum Sublease and Assignment. Museum shall not assign this Lease or in any manner transfer this Lease without County's consent. Museum shall not sublet the Premises or any part thereof or permit the use or occupancy of the Premises or any part thereof by any person or entity other than Museum without County's consent; provided, however, Museum may enter into subleases or other use agreements for vending contracts, art exhibitions and installations, education, research, special events, restaurant operations, kitchen use, gift shop or similar secondary uses within the Premises without the County consent. Any assignment or subletting, even with the consent of County, shall not relieve Museum from the obligation to perform and be bound by the terms, conditions and covenants of this Lease. An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to assignee without the consent of County first having been obtained. Museum and County may not assign to any other party its responsibilities hereunder, without the prior consent of the other party.

18. Liens and Encumbrances. Museum warrants that it has not encumbered and will not encumber County's right, title or interest in and to the Premises or any improvements located thereon nor has Museum pledged in a manner as security its right, title or interest in any portion of the Premises or any improvements constructed thereon, except buildings, equipment and leasehold improvements owned by Museum. Any claim to, or lien upon, the Premises (or any part thereof) arising from any act or omission of Museum shall accrue only against the leasehold estate of Museum and shall be subject and subordinate to the paramount title and rights of County in and to the Premises. Museum must remove any lien placed upon County interests, arising out of Museum actions. County represents and warrants that as of the date of this Lease, (i) there is no mortgage or ground lease upon or affecting the Premises or the land on which the Premises are located; and (ii) title to the Premises is free and clear of all liens and encumbrances except for municipal and zoning ordinances, the reservations referenced in this Lease and the lakebed grant rights.

19. Insurance/Limitation of Liability.

A. LIMITATION OF LIABILITY. The County's liability shall be limited in accordance with Wisconsin Statutes Section 345.05(3), Municipal Liability for Motor Vehicle Accidents, Wisconsin Statutes Section 893.80(3) and 893.80(4), Claims Against Governmental Bodies or Officers, Agents or Employees; Notice of Injury; Limitation of Damages and Suits, and Section 895.04(4), Plaintiff in Wrongful Death Action.

B. MUSEUM INSURANCE. Museum shall purchase and maintain policies of insurance to cover liabilities and costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such reasonable coverages and amounts as required and approved by the County Director of Risk Management and Insurance (the "Risk Manager"). A thirty (30) day written notice of cancellation, non-renewal or material change shall be afforded to the County. Acceptable proof of such coverages shall be furnished to the Risk Manager prior to the effective date of this Lease.

Museum shall provide evidence of such minimum coverages minimum amounts, as follows:

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation	Statutory (with waiver of subrogation)
Commercial/Comprehensive General Liability	
General Aggregate	$2,000,000 per occurrence
Bodily injury/Property Damage	$1,000,000 per occurrence
Personal Injury	$1,000,000 per occurrence
Contractual Liability	$1,000,000 per occurrence
Automobile Liability	
Bodily Injury & Property Damage	$1,000,000 per accident
All Autos – owned and non owned and/or hired	
Uninsured Motorist	per WI requirements

Milwaukee County, as its interests may appear, shall be named as an additional insured for general liability and automobile coverage. Disclosure must be made of any non standard or restrictive additional insured endorsement, and any use of non standard or restrictive additional insured endorsement will not be acceptable. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the Risk Manager. Waivers may be granted when surplus lines and specialty carriers are used.

The insurance specified above shall be placed with at least an A-/VIII rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. A Certificate of Insurance shall be submitted for review to the Risk Manager on request for each successive period of coverage for the duration of this Lease.

C. COUNTY INSURANCE. County shall purchase and maintain policies of insurance to cover liabilities and costs as may arise from claims of tort, statutes, and benefits

under Workers' Compensation laws, as respects damage to persons or property, and providing all-risks, fire and extended coverage on the Saarinen Building, Kahler Addition, and all other improvements owned by County which are located on the Premises. Such coverage shall be in an amount equal to the full replacement value of all such improvements. A thirty (30) day written notice of cancellation, non-renewal or material change shall be afforded to Museum. The insurance shall be placed with an A-rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing approved by Museum. A certificate of insurance shall be submitted for review on request to Museum for each successive period of coverage for the duration of this Lease.

20. Environmental Compliance and Obligations.

A. NO LIABILITY FOR PREEXISTING ENVIRONMENTAL CONDITIONS. Notwithstanding anything contained in this Lease to the contrary, Museum shall not be liable for any investigation or remediation, or orders relating to the same, for any hazardous substances, pollutants or other environmental condition existing on, over or beneath the Premises as of November 11, 1997 ("Pre-existing Environmental Conditions"). County shall fully comply, or cause compliance by any responsible party, with all Environmental Laws with respect to the Premises. County hereby indemnifies Museum against any damages, loss, expense and liability suffered by Museum and arising out of Pre-existing Environmental Conditions or the existence or discharge of pollutants or hazardous substances on, over, or beneath the Premises not caused by Museum. Museum shall not be obligated to undertake any actions with respect to the discharge of such pollutants or hazardous substances not caused by Museum.

B. COMPLIANCE WITH ENVIRONMENTAL LAWS. Museum shall fully comply with all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or hazardous substances ("Environmental Laws"), subject to the limitations contained herein. Museum shall, at its sole cost and expense, promptly take all actions to investigate and remediate any discharge of pollutants or hazardous substances caused by Museum on the Premises as may be required by any federal, state or local governmental agency or political subdivision. Museum hereby indemnifies County against any damages, loss, expense and liability suffered by County and arising out of a violation of this Section 20.B. by Museum.

C. INVESTIGATION/REMEDIATION. Museum shall require no investigation, remediation, or excavation of the Premises by County except and to the extent such Pre-existing Environmental Conditions (i) materially interfere with Museum's operations on the Premises, including materially increasing the costs of operating the Museum, (ii) Museum is under order from a governmental agency or court to perform such investigation or remediation in the absence of County's doing so, or (iii) such investigation, remediation or excavation is reasonably necessary in connection with construction of the East Atrium Addition . Any investigation or remediation activity conducted by County must be accomplished in a manner and at times which disturb, to the least extent possible, the activities of Museum on the Premises. Museum will not undertake activities that will involve excavation of soils on the Premises without the County's prior written consent, which consent will not be unreasonably withheld;

provided, however, such activities undertaken in connection with the Planned Capital Improvements and the Museum Improvements shall not require prior written consent of County. With regard to any such activities, any materials excavated by Museum will be managed in accordance with applicable law and the Development Agreement at County's expense.

21. Indemnification. To the extent permitted by law, Museum and County shall each be liable for their own negligent acts and omissions and each agrees to indemnify and hold the other harmless for any losses, damages, costs and expenses resulting therefrom. Without limiting the foregoing, Museum shall indemnify County for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever (including workers' compensation claims) which arise out of or are in any manner connected with the performance of this Lease, based on any injury, damage or loss being caused by the negligence of the Museum, its contractors, subcontractors, agents, invitees or employees. County shall indemnify Museum for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever (including workers' compensation claims) which arise out of or are in any manner connected with the performance of this Lease, based on any injury, damage or loss being caused by the negligence of the County, its contractors, subcontractors, agents, invitees or employees, or on account of any Pre-existing Environmental Conditions. Notwithstanding the above, because the County has reserved certain rights for the public to have access to the Premises, Museum shall not be responsible for policing or monitoring the acts of the public, nor shall Museum be liable for the acts of the public on or about the Premises.

22. 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 the County:	Milwaukee County Department of Public Works Attn: Director 901 North Ninth Street Courthouse, Room 303 Milwaukee, WI 53233
With a copy to:	Milwaukee County Office of the Corporation Counsel Attn: Corporation Counsel 901 North Ninth Street Courthouse, Room 303 Milwaukee, WI 53233
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, Suite 3300
Milwaukee, WI 53201-4108

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.

23. Damage or Destruction. If the Premises are damaged or destroyed in whole or in part by fire or any other cause whatsoever during the term of this Lease, this Lease shall continue in full force and effect and County shall take all insurance proceeds and, with all reasonable dispatch and diligence, rebuild, restore and/or repair the Premises to substantially the same condition that existed just prior to its damage or destruction; provided, however, the County's obligation to rebuild, restore and/or repair the Premises shall be limited by the insurance proceeds available to County as a result of such fire, casualty or other cause. If the costs to rebuild, restore and/or repair the Premises exceed insurance proceeds available to County, then County and Museum will negotiate in good faith regarding the manner in which the balance of such costs will be funded.

24. Condemnation. If all or part of the Premises, or other areas to which Museum is granted rights pursuant to this Lease or the North Tract Agreement shall be condemned by any governmental agency or political subdivision, then all proceeds of the award shall be allocated as follows: (a) all proceeds attributable to the land shall belong to County; (b) all proceeds relating to the Saarinen Building, Kahler Addition and East Atrium Addition shall belong to the County other than proceeds allocable to the Premises leasehold improvements which shall belong to Museum; and (c) all proceeds allocable to the Calatrava Addition and Museum's leasehold interest shall belong to Museum. County agrees it will not cause or endorse the condemnation of the Premises in whole or in part.

25. Default. The failure of either party to perform any of its material obligations hereunder shall constitute a default if such material failure continues for more than one hundred twenty (120) days after written notice from the non-defaulting party describing the material failure. If either party fails to perform any of its material obligations hereunder and such material failure continues for a period of one hundred twenty (120) days after receipt of written notice from the non-defaulting party (provided, however, such one hundred twenty (120) day period shall be extended for such additional time as may be necessary (not to exceed one hundred twenty (120) 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 costs and expenses incurred in doing so within thirty (30) days after demand therefor, (b) terminate this Lease by providing written notice to the defaulting party, or (c) pursue any other remedy available at law or in equity. Any act or thing done by either party pursuant to the provisions of this Section shall not be construed as a waiver of any covenant, term or condition contained in this Lease.

26. County's Right to Audit.

A. Book of Accounts; Fiscal Year. Museum shall maintain adequate books and records for those portions of the Premises, the entries of which shall be supported by sufficient documentation to ascertain that said entries are properly and accurately recorded. Accounting records for the Premises shall be maintained based upon Museum's fiscal year. Upon request of County, Museum shall provide to County financial statements prepared in accordance with generally accepted accounting principles.

B. Annual Report. On an annual basis, Museum shall provide County with a copy of Museum's most recent annual audit and, if requested, underlying documentation necessary to support the annual audit, including financial statements prepared in accordance with generally accepted accounting principles if requested by County.

C. Quarterly Financials. Within sixty (60) days following the close of each fiscal quarter of Museum, the Museum shall provide unaudited statements of revenues, expenses, cash flows and a balance sheet of Museum for such quarter, certified by the chief financial officer of Museum, subject to annual audit adjustments, to be true, correct and in accordance with generally accepted accounting principles.

D. County's Right to Audit. Upon reasonable notice to Museum, County reserves the right for County's employees, or others appointed by County, to conduct an examination and make copies of the books and records maintained for by Museum with respect to maintenance and repairs of the Premises.

E. Discrepancies. Should County's employees or appointees discover (i) weaknesses in internal control, (ii) errors in recordkeeping or (iii) errors in payments, Museum shall correct such discrepancies promptly upon discovery. Museum shall inform County in writing of any action taken to correct such audit discrepancies. Any and all such audits conducted either by County's employees or appointees will be the sole expense of County.

27. Force Majeure. If either party hereto is prevented from performing an obligation imposed upon it hereunder within the time specified, and such delay is for reasons which were not such party's fault or which were beyond such party's reasonable control, including, but not limited to, acts of God, war, insurrection, weather, strikes, or civil disturbances, but expressly excluding delays resulting from failure to appropriate or expend funding necessary for the performance of an obligation, then the time within which such party was to perform shall be extended for a period equal to the delay.

28. Provisions Severable. If any provision of this Lease shall be held or declared to be invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be

deemed deleted from this Lease without impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof.

29. Applicable Law. This Lease shall be governed by and construed under the laws of the State of Wisconsin.

30. Independent Review/Neutral Construction. Each Party has had the opportunity to consult independent counsel regarding this Lease. The language used in this Lease 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.

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

32. 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 Lease 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.

33. Entire Agreement. This Lease 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 Lease are contractually binding upon all parties, their successors and assigns.

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

35. Authorization. Each party to this Lease 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.

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

37. Recordation. The parties hereto agree that a memorandum of this document shall be recorded with the Register of Deeds Office for Milwaukee County, State of Wisconsin.

Signatures Appear on Following Page

This Lease has been executed by the parties as of the date first written above.

COUNTY:
Milwaukee County

_____
Chris Abele, County Executive

Approved for execution:

_____
Kimberly Walker, Corporation Counsel

MUSEUM:
Milwaukee Art Museum

_____
Kenneth C. Krei, President

_____
Daniel Keegan, Director

_____
Raymond R. Krueger, Chairman of the Board of Trustees

EXHIBIT LIST

A – LAND

B – HYBRID ENGINEERING AND SPACE ALLOCATION MODEL

C – EAST ATRIUM ADDITION

D – AIR RIGHTS PARCEL & WEST BRIDGE BASE PARCEL

E- UTILITY MAP

F- SHORELINE AREA

EXHIBIT A

LAND

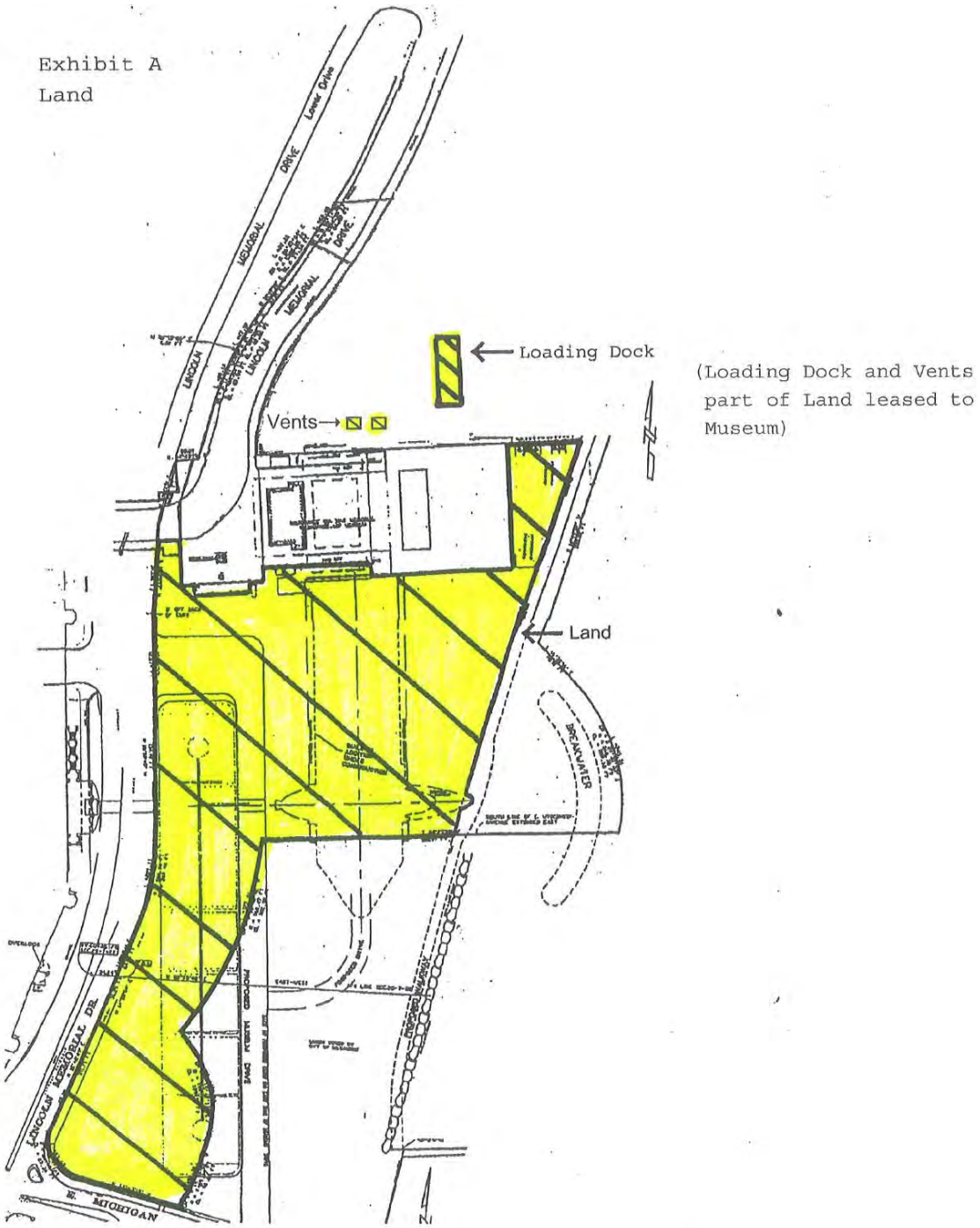


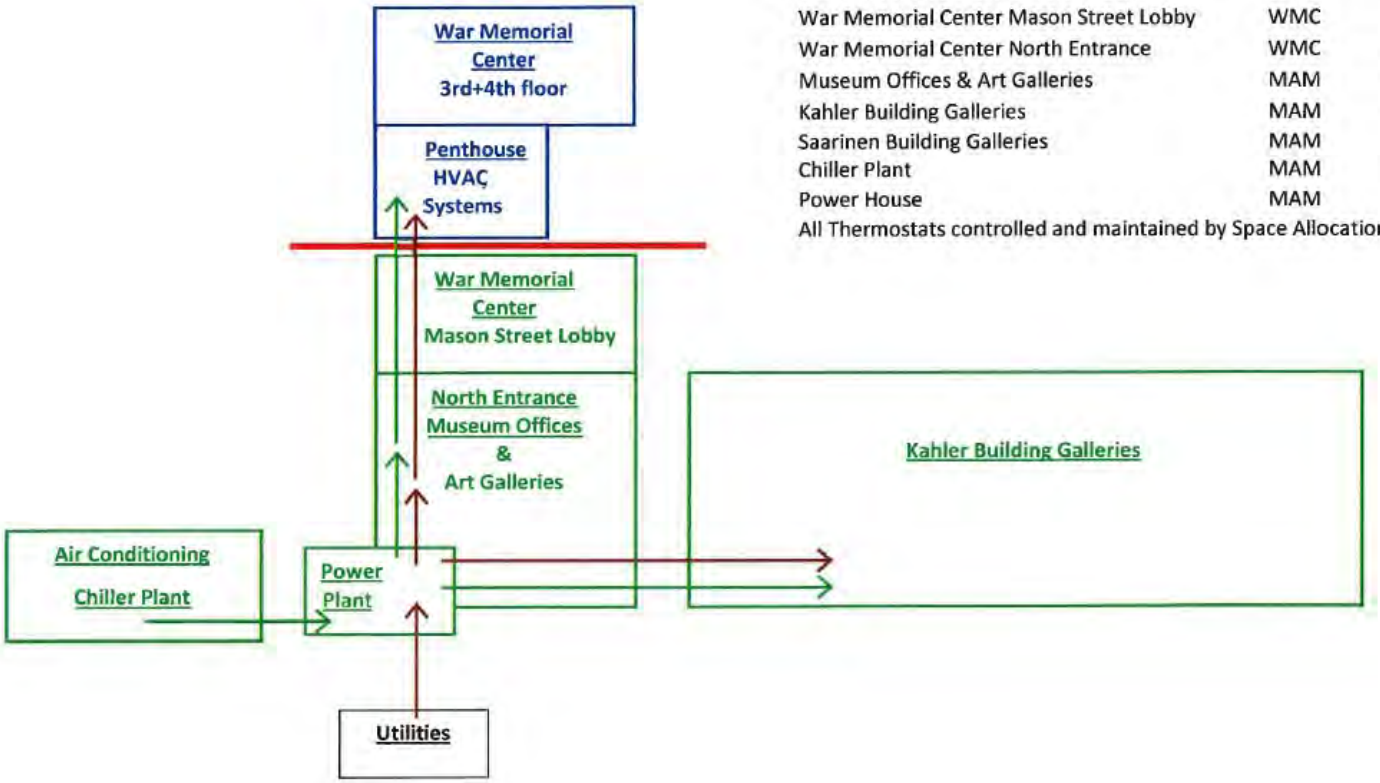
EXHIBIT B

Hybrid Engineering and Space Allocation Model

[Attached]

Building Complex Sharing

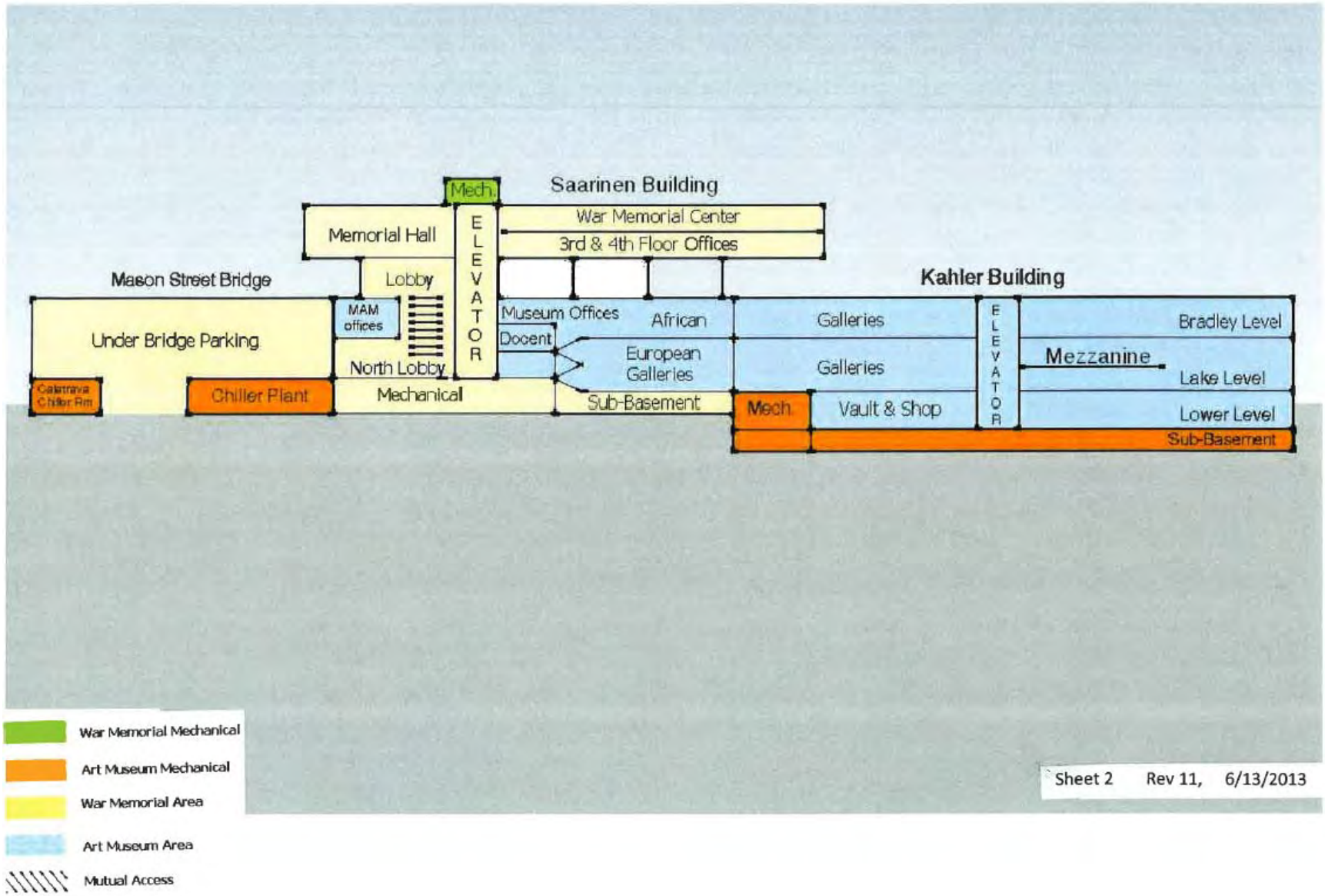
Area	Cleaning, Repair and Environmental Control	Mechanical Systems Operation
War Memorial Center Penthouse	WMC	WMC
War Memorial Center 3rd & 4th Floor	WMC	WMC
War Memorial Center Mason Street Lobby	WMC	MAM
War Memorial Center North Entrance	WMC	MAM
Museum Offices & Art Galleries	MAM	MAM
Kahler Building Galleries	MAM	MAM
Saarinen Building Galleries	MAM	MAM
Chiller Plant	MAM	MAM
Power House	MAM	MAM
All Thermostats controlled and maintained by Space Allocation		

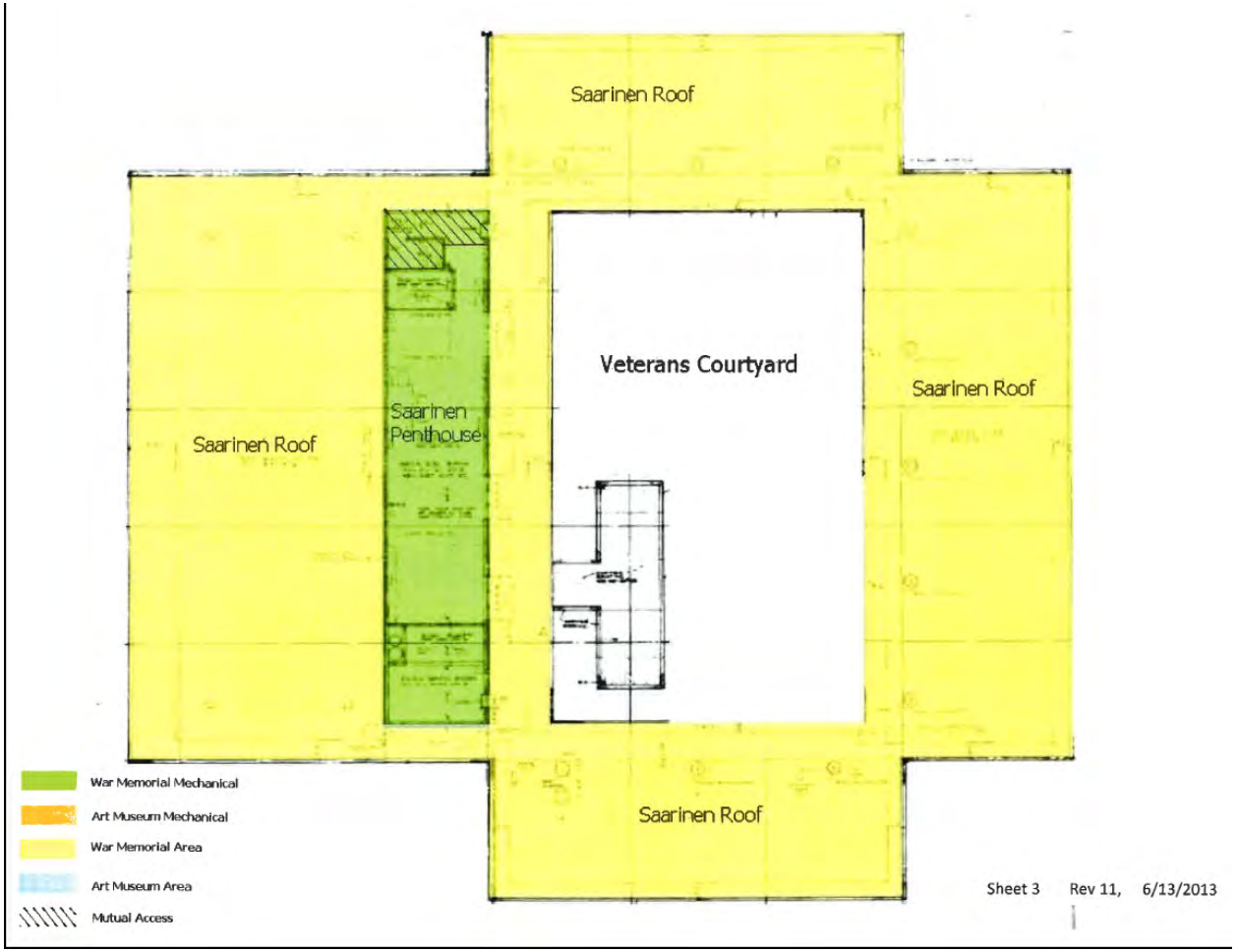


Air Conditioning

Steam, Water systems, Electricity

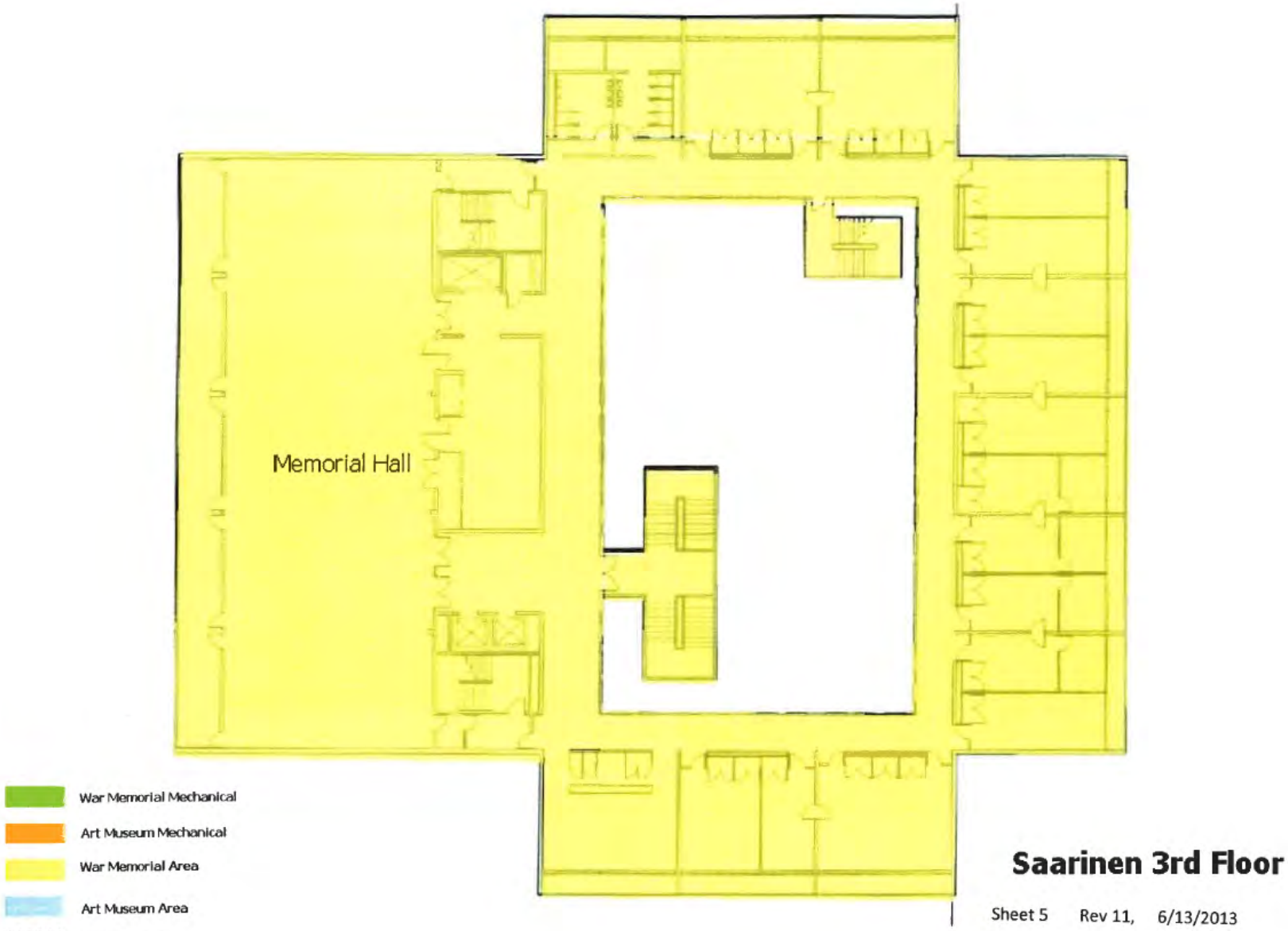
Sheet 1 Rev 11, 6/13/2013


Saarinen Building
Mech.
Memorial Hall
ELEVATOR
War Memorial Center
3rd & 4th Floor Offices
Mason Street Bridge
Lobby
Kahler Building
MAM offices
Museum Offices
African
Galleries
Bradley Level
Under Bridge Parking
Docent
European Galleries
Galleries
Mezzanine
North Lobby
Lake Level
Calatrava Chiller Rm
Chiller Plant
Mechanical
Sub-Basement
Mech.
Vault & Shop
ELEVATOR
Lower Level
Sub-Basement
War Memorial Mechanical
Art Museum Mechanical
War Memorial Area
Art Museum Area
Mutual Access
Sheet 2 Rev 11, 6/13/2013


Saarinen Roof
Saarinen Roof
Saarinen Penthouse
Veterans Courtyard
Saarinen Roof
Saarinen Roof
War Memorial Mechanical
Art Museum Mechanical
War Memorial Area
Art Museum Area
Mutual Access
Sheet 3 Rev 11, 6/13/2013

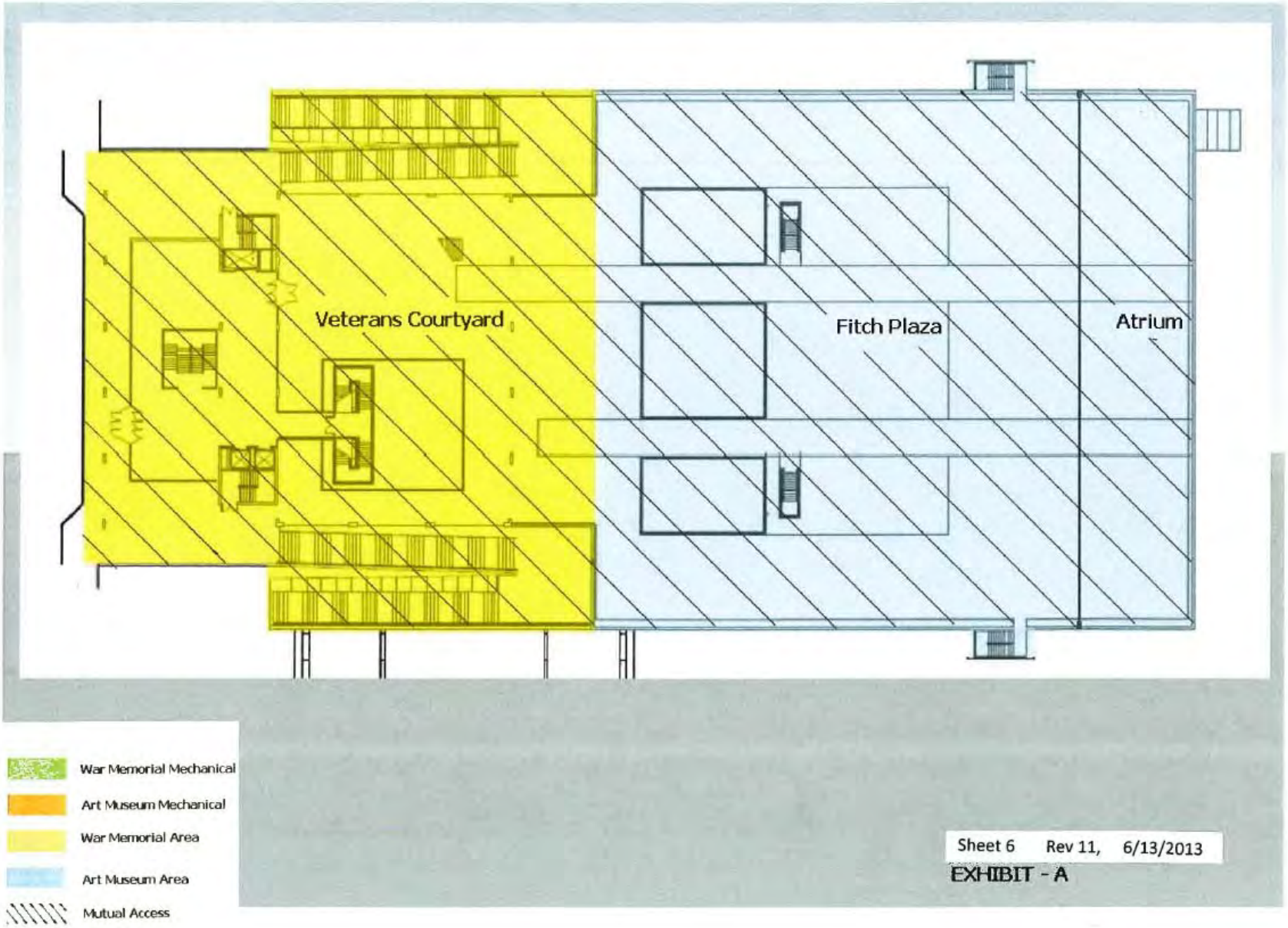
Saarinen 4th Floor

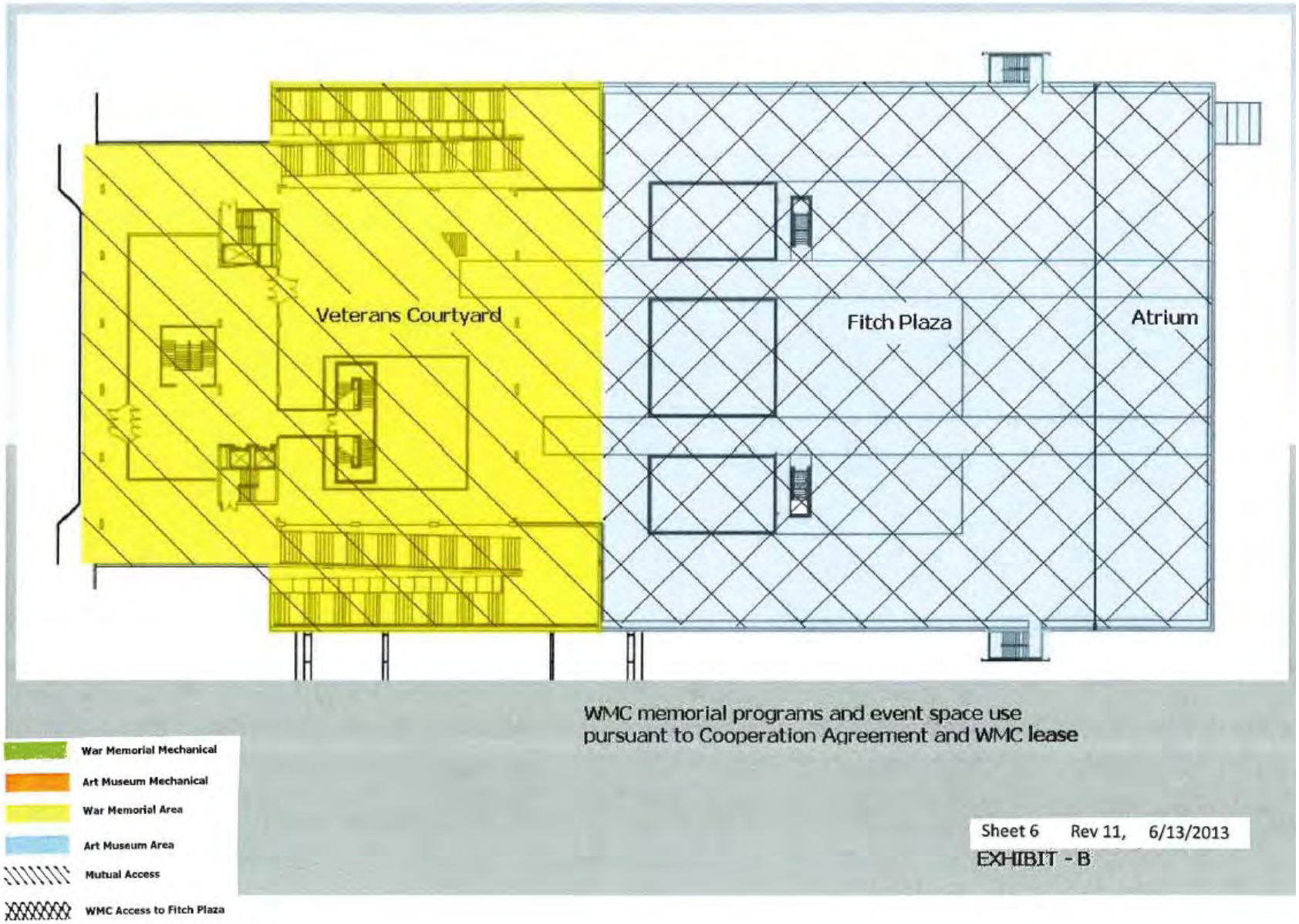
Sheet 4 Rev 11, 6/13/2013



Saarinen 3rd Floor

Sheet 5 Rev 11, 6/13/2013


Veterans Courtyard
Fitch Plaza
Atrium
War Memorial Mechanical
Art Museum Mechanical
War Memorial Area
Art Museum Area
Mutual Access
Sheet 6 Rev 11, 6/13/2013
EXHIBIT - A


Veterans Courtyard
Fitch Plaza
Atrium
WMC memorial programs and event space use
pursuant to Cooperation Agreement and WMC lease
War Memorial Mechanical
Art Museum Mechanical
War Memorial Area
Art Museum Area
Mutual Access
WMC Access to Fitch Plaza
Sheet 6 Rev 11, 6/13/2013
EXHIBIT - B

War Memorial Mechanical

Art Museum Mechanical

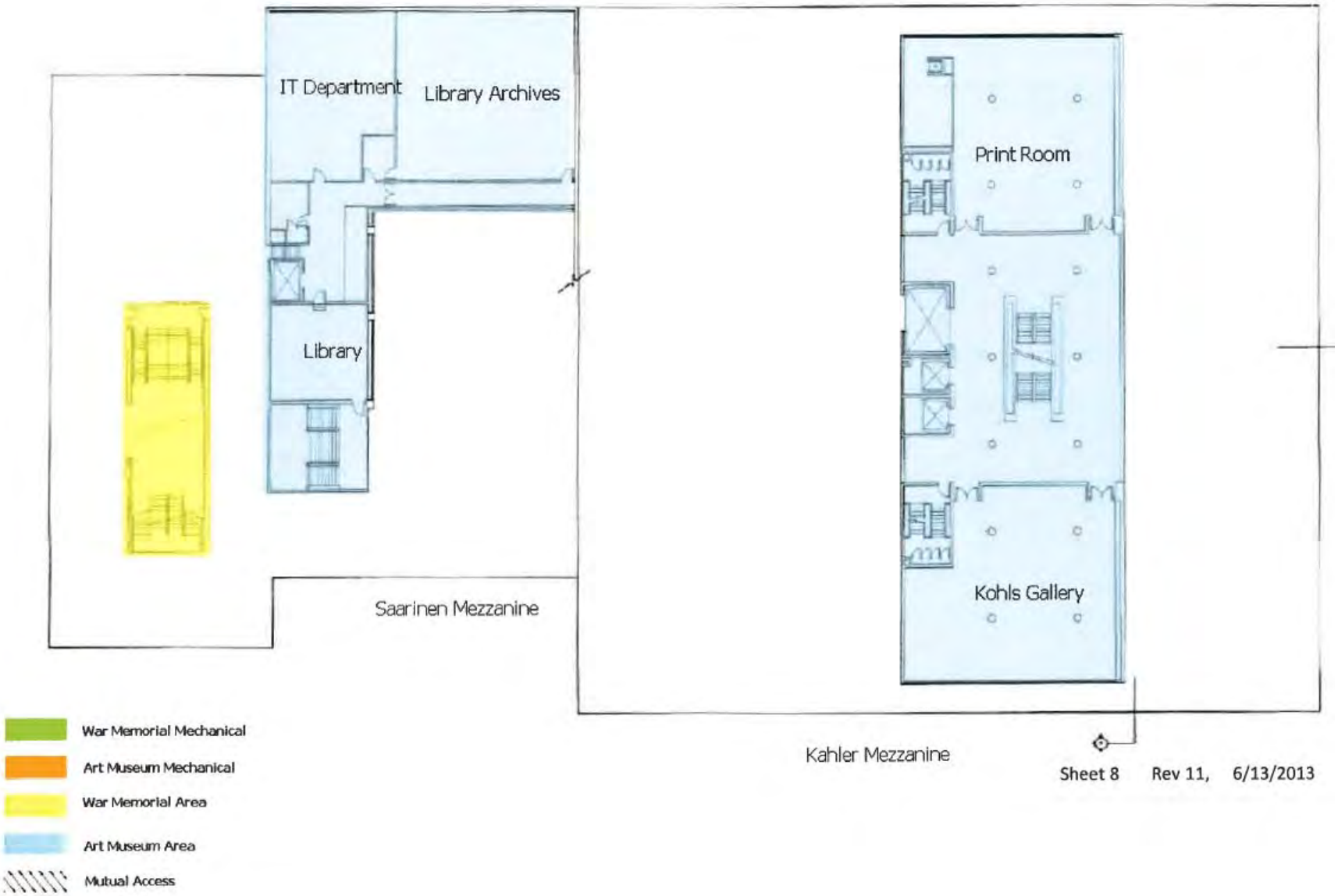
War Memorial Area

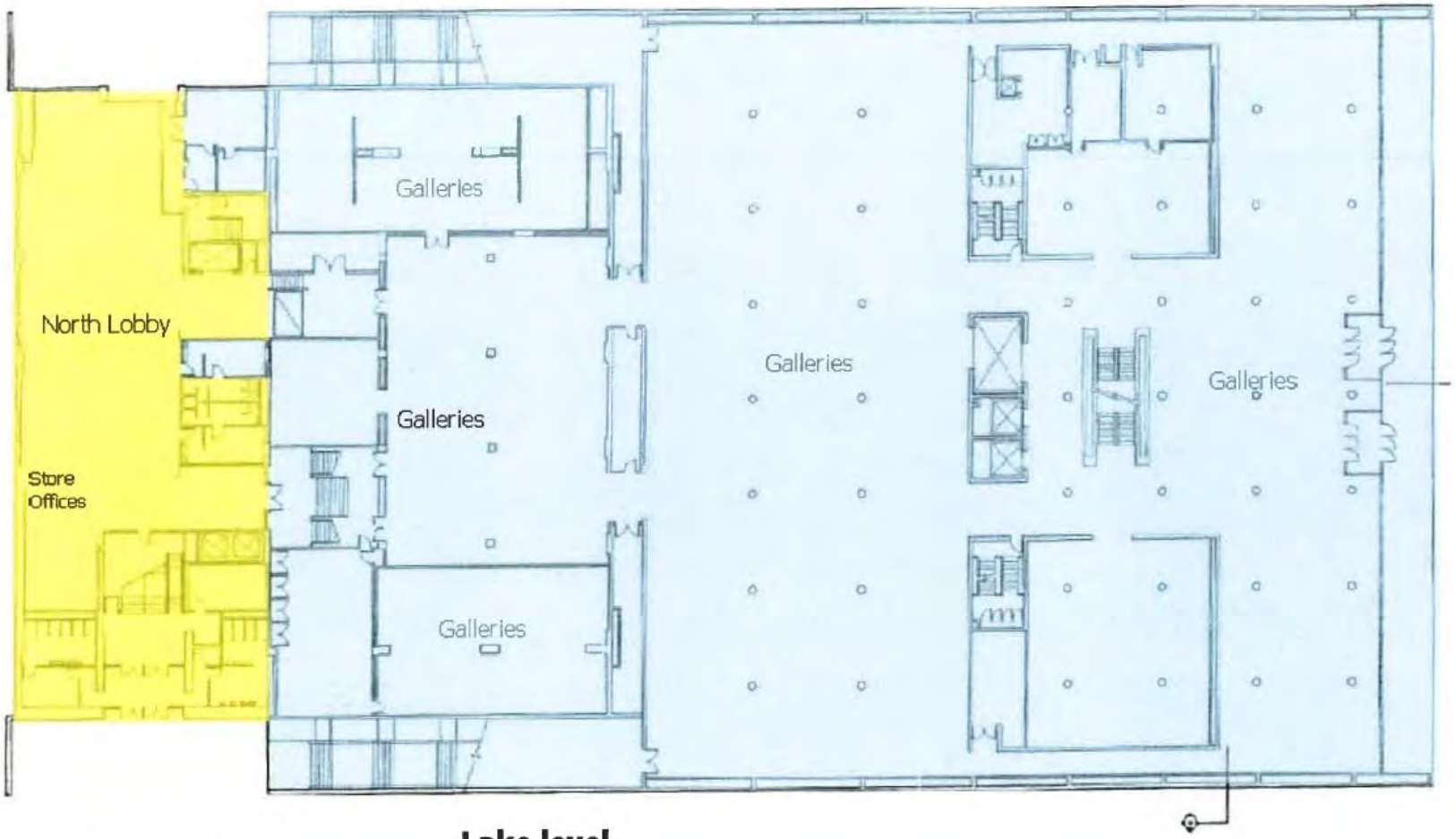
Art Museum Area

Mutual Access

Bradley Level

Sheet 7 Rev 11, 6/13/2013


IT Department
Library Archives
Library
Print Room
Kohls Gallery
Saarinen Mezzanine
Kahler Mezzanine
Sheet 8
Rev 11, 6/13/2013
War Memorial Mechanical
Art Museum Mechanical
War Memorial Area
Art Museum Area
Mutual Access



Lake level

War Memorial Mechanical

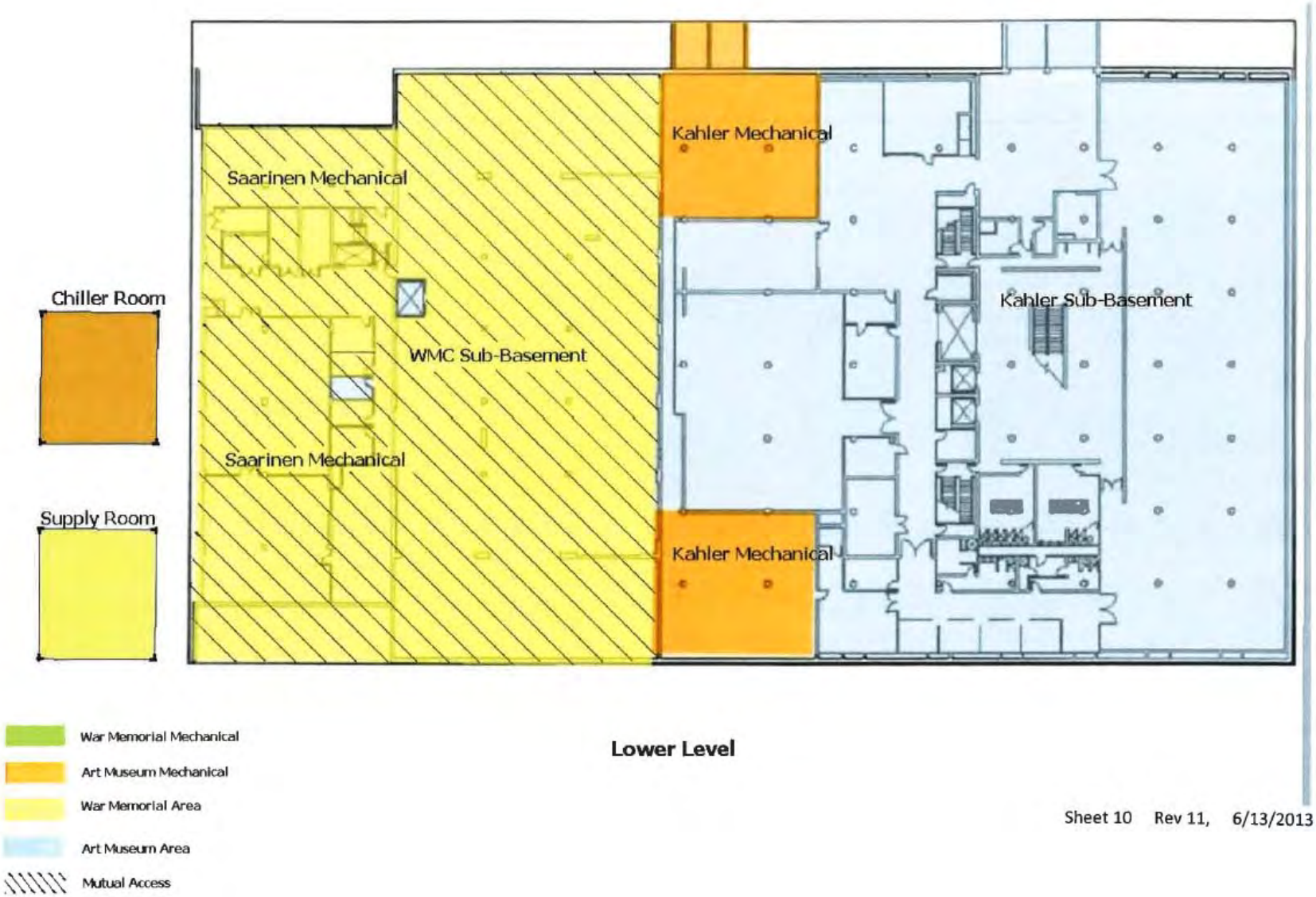
Art Museum Mechanical

War Memorial Area

Art Museum Area

Mutual Access

Sheet 9 Rev 11, 6/13/2013



Lower Level

Sheet 10 Rev 11, 6/13/2013

Mechanical Area
Unexcavated Area
Unexcavated Area
Mechanical Area
War Memorial Mechanical
Art Museum Mechanical
War Memorial Area
Art Museum Area
Mutual Access
Kahler Sub-Basement
Sheet 11 Rev 11, 6/13/2013

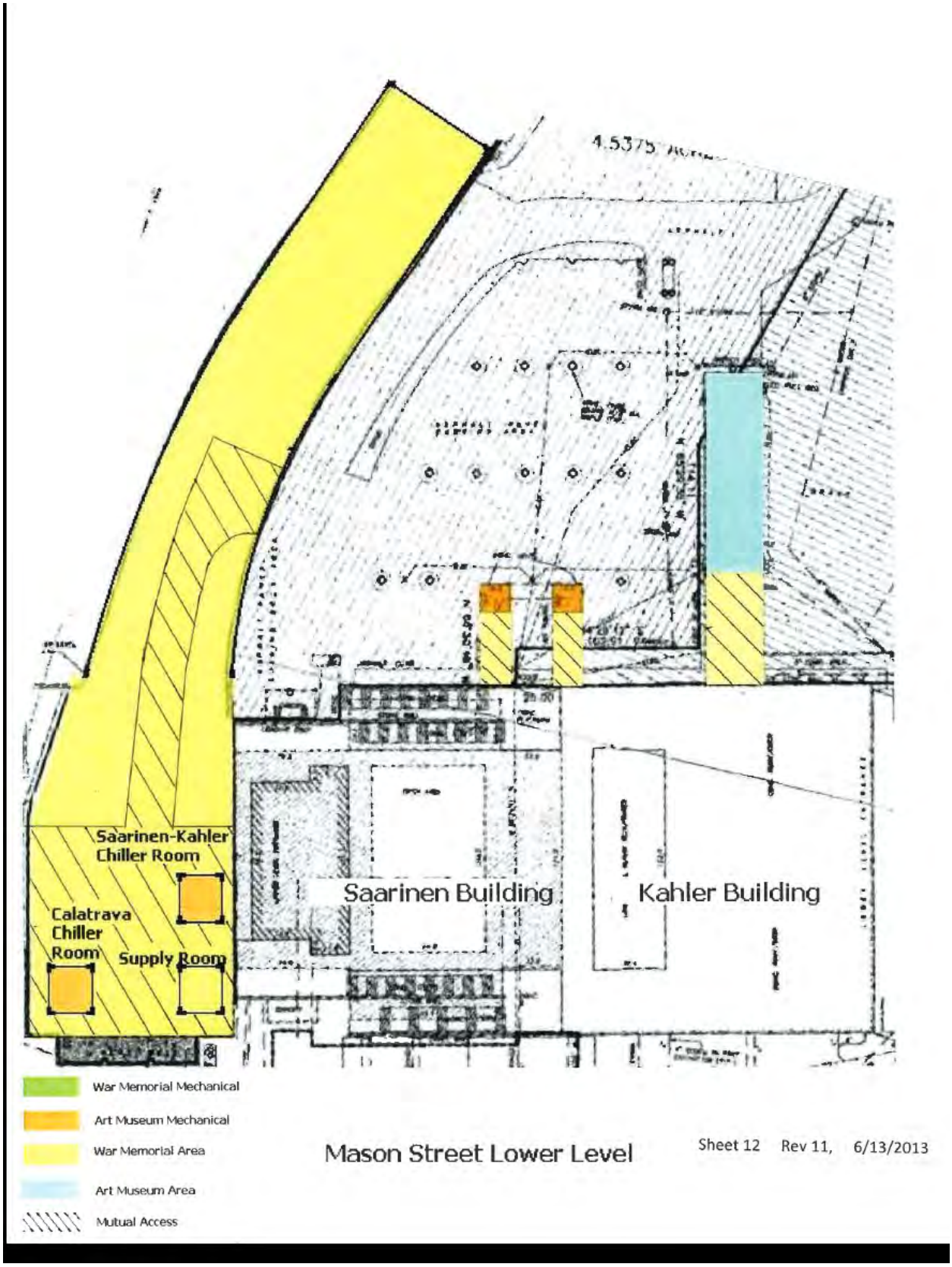
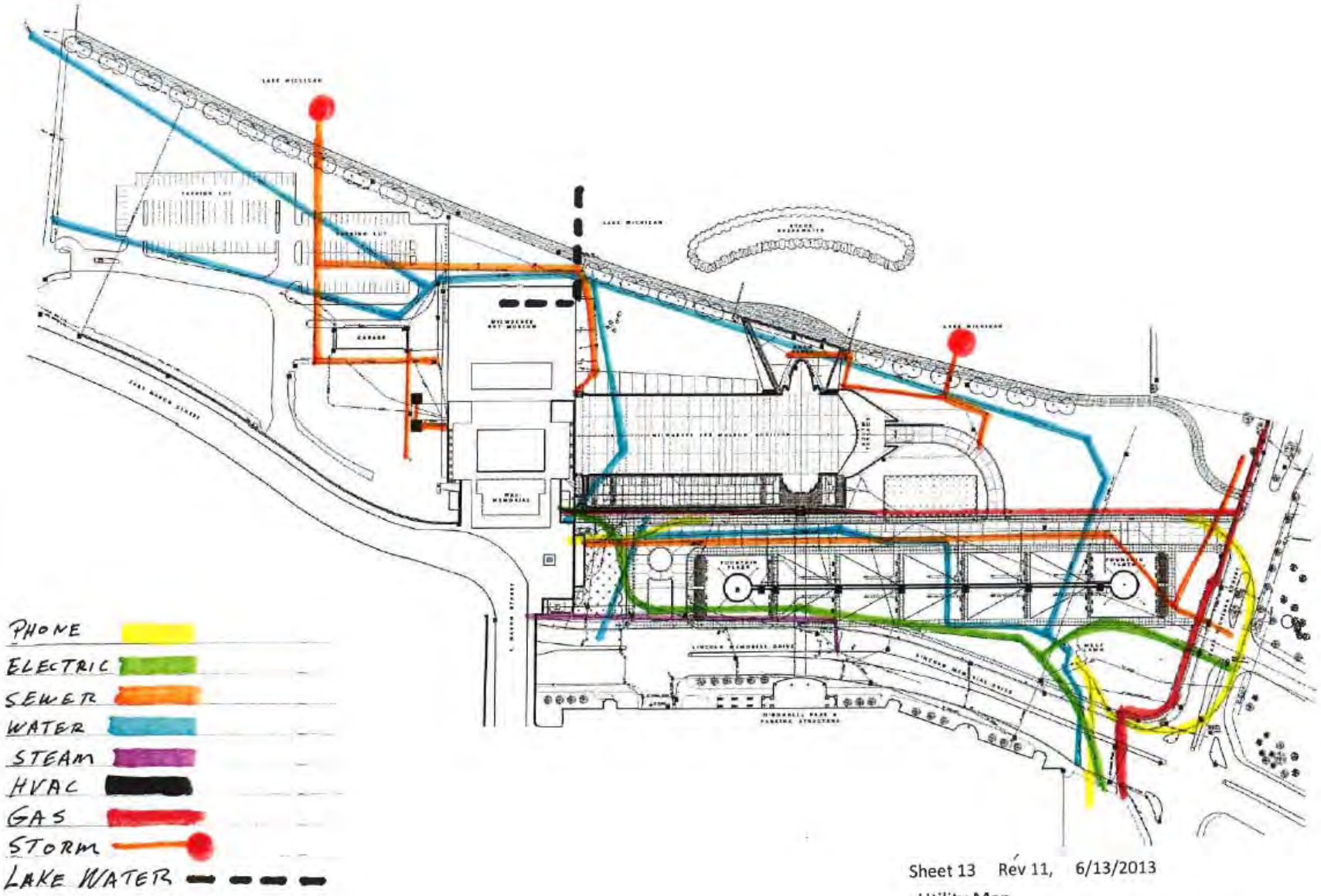


Exhibit B – Hybrid Engineering and Space Allocation Model



Sheet 13 Rev 11, 6/13/2013

Utility Map

Exhibit D from North Track Agreement

EXHIBIT C

East Atrium Addition

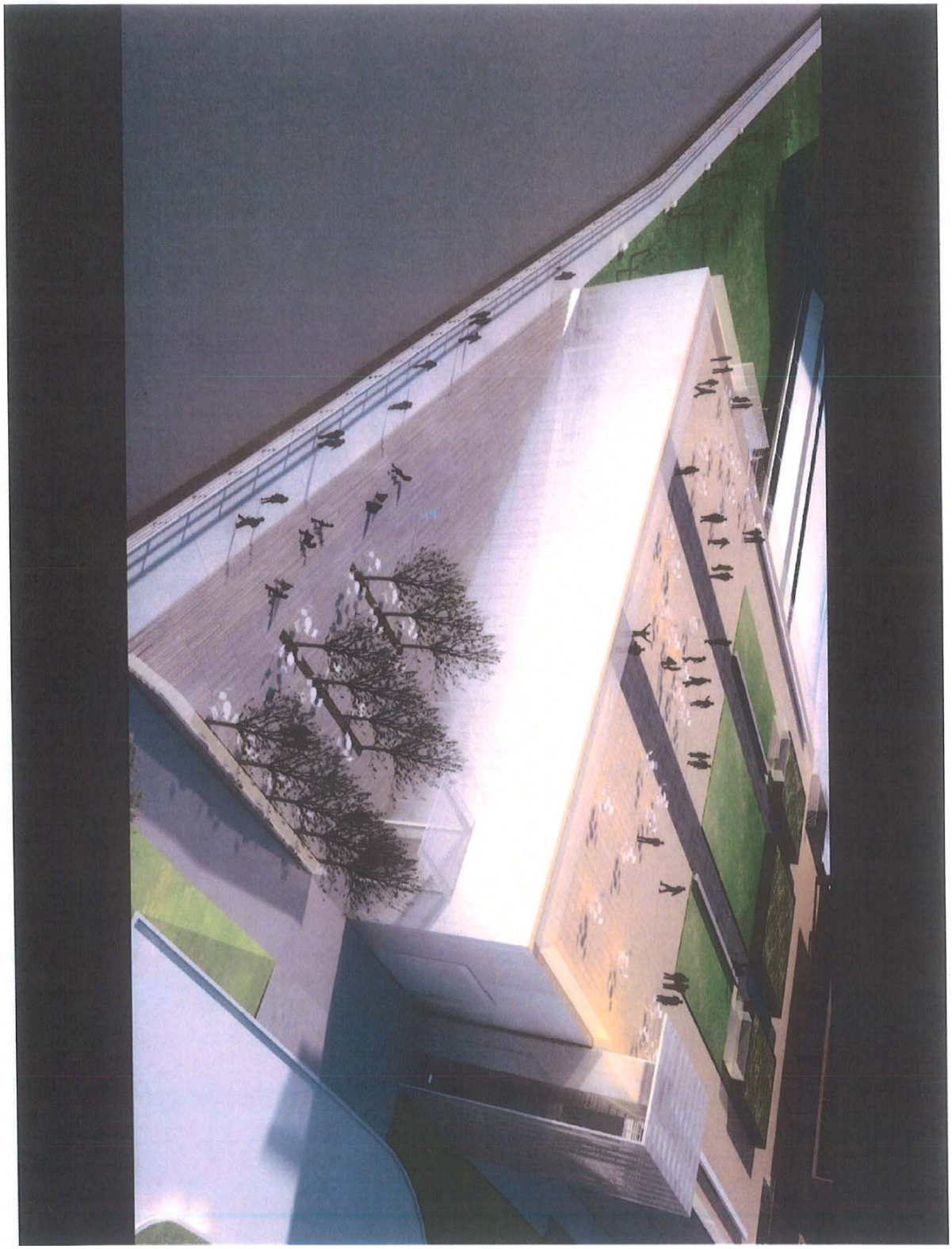


EXHIBIT D

Air Rights Parcel and West Bridge Base Parcel

[Attached]

EXHIBIT D

Air Rights Parcel

TO BE SITUATED ABOVE LINCOLN MEMORIAL DRIVE IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

A VOLUME OF SPACE LOCATED IN THE NORTHWEST 1/4 AND THE NORTHEAST FRACTIONAL 1/4 OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 28; THENCE NORTH 88°56'21" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 SECTION 2638.04 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 SECTION; THENCE NORTH 88°55'48" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 SECTION 209.52 FEET TO A POINT; THENCE NORTH 05°34'01" WEST TO 270.61 FEET TO A POINT; THENCE SOUTH 84°25'59" WEST 119.79 FEET TO THE POINT OF BEGINNING OF THE SPACE TO BE DESCRIBED, SAID SPACE BEING LOCATED BETWEEN ELEVATIONS 27.0 FEET AND 64.0 FEET ON THE CITY OF MILWAUKEE DATUM; THENCE CONTINUING SOUTH 84°25'59" WEST 78.49 FEET TO THE FACE OF AN EXISTING DECK STRUCTURE, SAID SPACE BEING BETWEEN THE ELEVATIONS OF 27.0 FEET AND 40.0 FEET; THENCE NORTHERLY 16.27 FEET ALONG THE FACE OF SAID STRUCTURE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 89.91 FEET AND WHOSE CHORD BEARS NORTH 05°33'55" WEST 16.25 FEET TO A POINT, SAID SPACE BEING BETWEEN THE ELEVATIONS OF 27.0 FEET AND 40.0 FEET; THENCE NORTH 85°25'59" EAST 78.43 FEET TO A POINT, SAID SPACE BEING BETWEEN THE ELEVATIONS OF 27.0 FEET AND 64.0 FEET; THENCE SOUTH 05°57'59" EAST 8.31 FEET TO A POINT, SAID SPACE BEING BETWEEN ELEVATIONS 27.0 FEET AND 64.0 FEET; THENCE SOUTHERLY 7.94 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 581.86 FEET AND WHOSE CHORD BEARS SOUTH 05°34'31" EAST 7.94 FEET TO THE POINT OF BEGINNING.

SAID SPACE CONTAINS 31,775 CUBIC FEET.

JUNE 3, 1999 MILWAUKEE ART MUSEUM SURVEY NO. 156683 – MHK

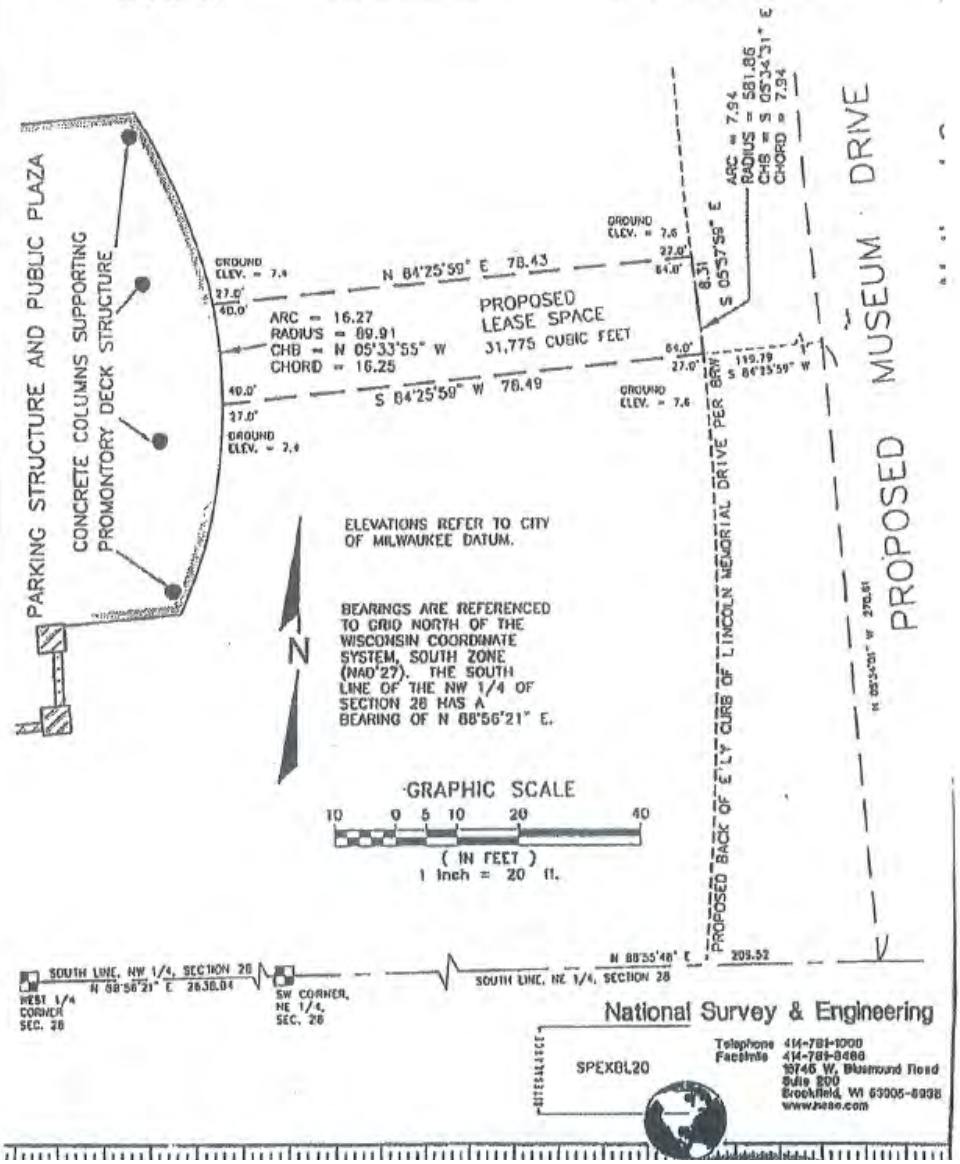


EXHIBIT D
West Bridge Base Parcel

SITUATED ON LINCOLN MEMORIAL DRIVE IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 SECTION; THENCE NORTH 01°01'24" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 SECTION 249.14 FEET TO A POINT; THENCE SOUTH 88°58'36" WEST TO 12.07 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 84°25'59" WEST 18.00 FEET TO A POINT; THENCE NORTH 05°34'01" WEST 25.50 FEET TO A POINT; THENCE NORTH 84°25'59" EAST 18.00 FEET TO A POINT; THENCE SOUTH 05°34'10" EAST 25.50 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 459 SQUARE FEET.

AUGUST 25, 1999 MILWAUKEE ART MUSEUM SURVEY NO. 15668J - MIIK

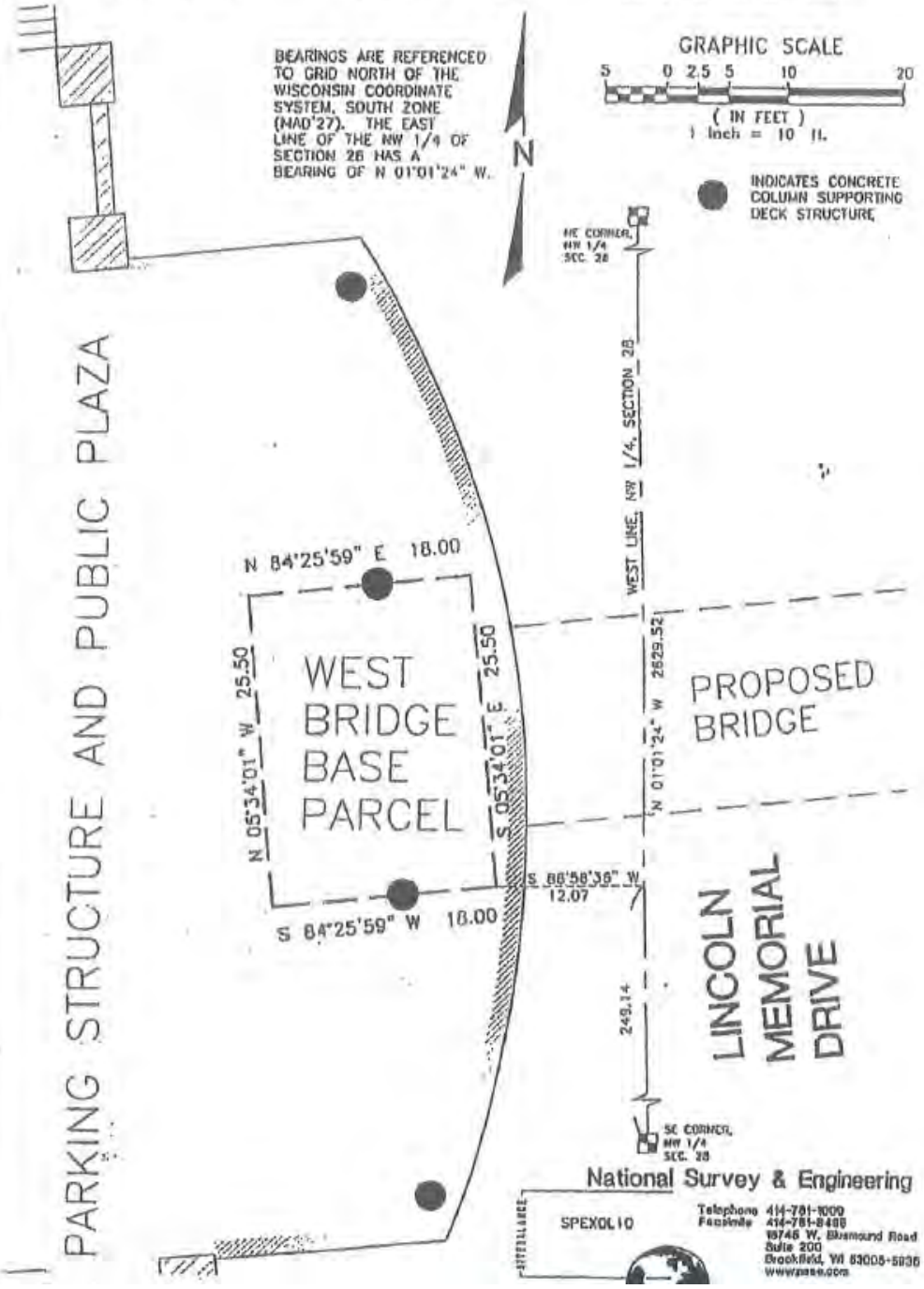


EXHIBIT E

Utility Map

[Attached]

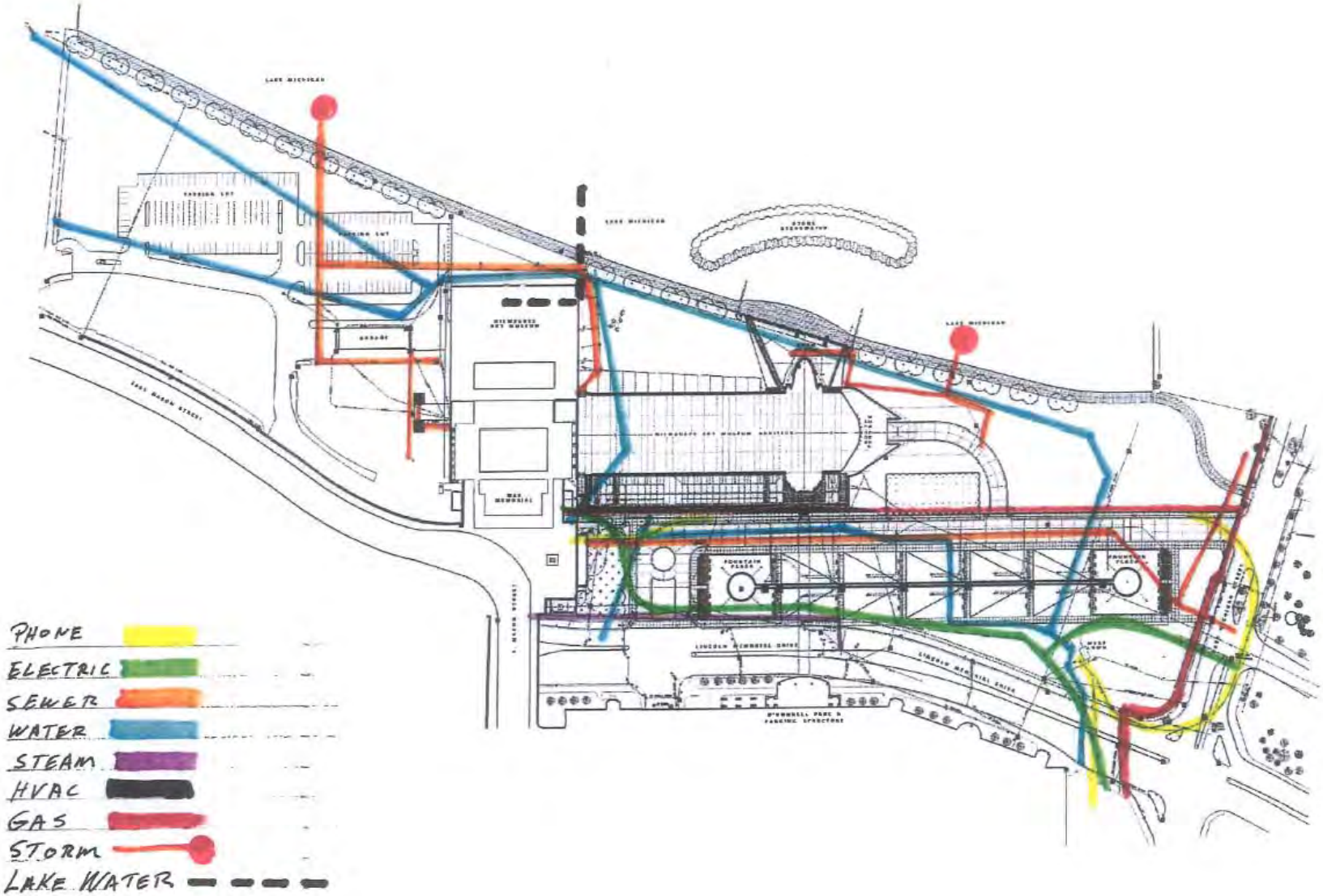
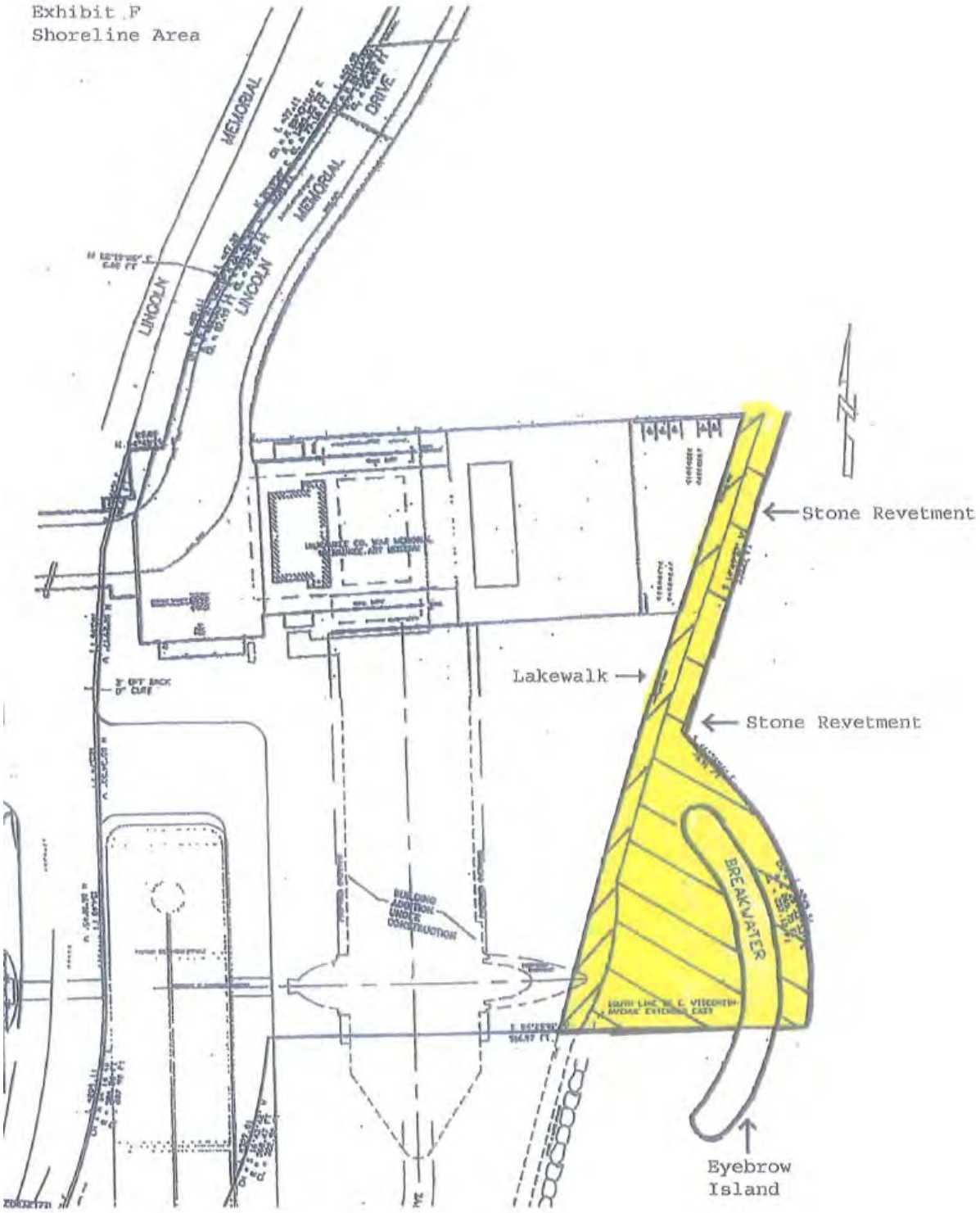


Exhibit E – Utility Map

EXHIBIT F

Shoreline Area



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. <u>Programs / Access</u>.

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]

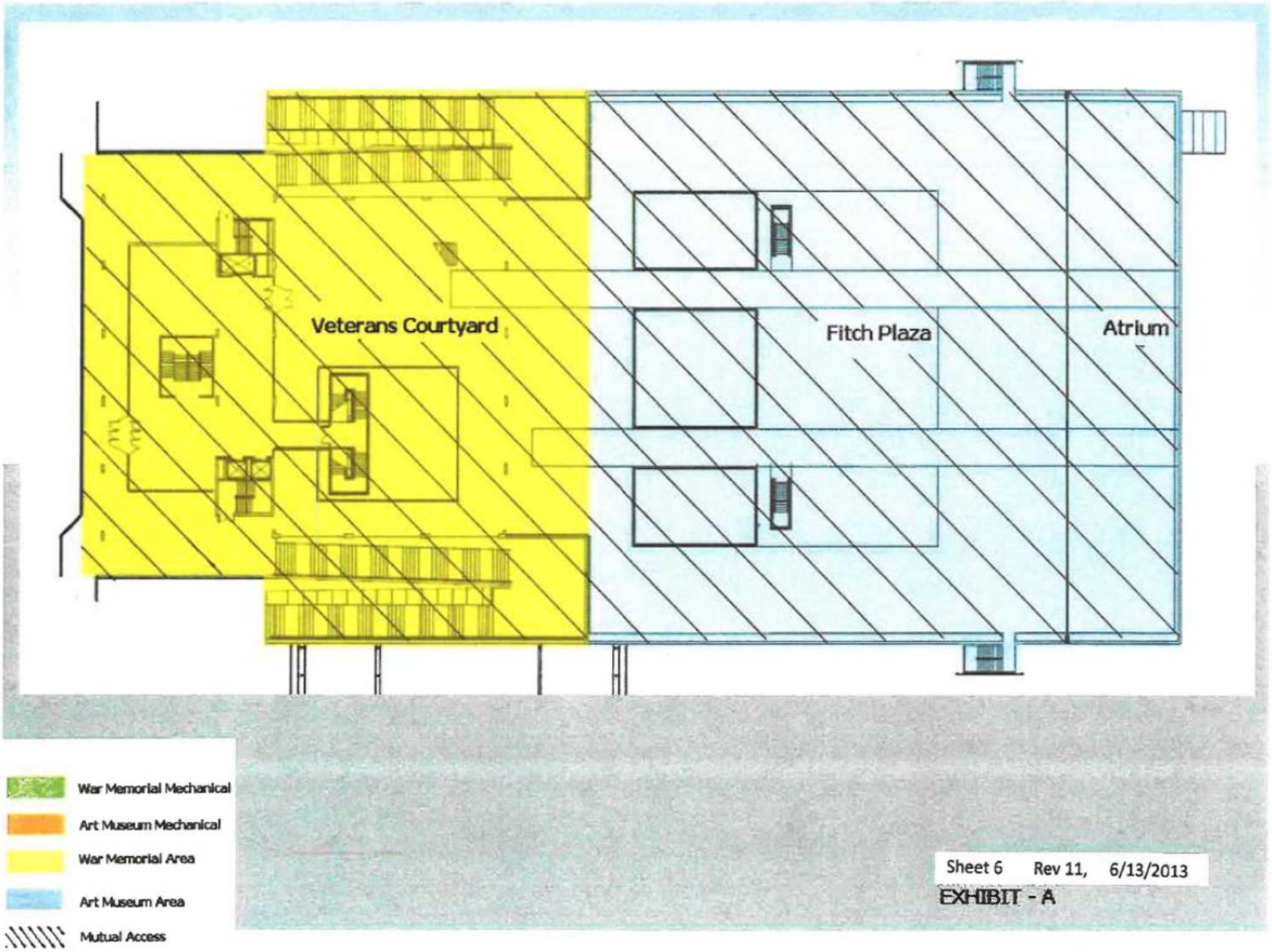
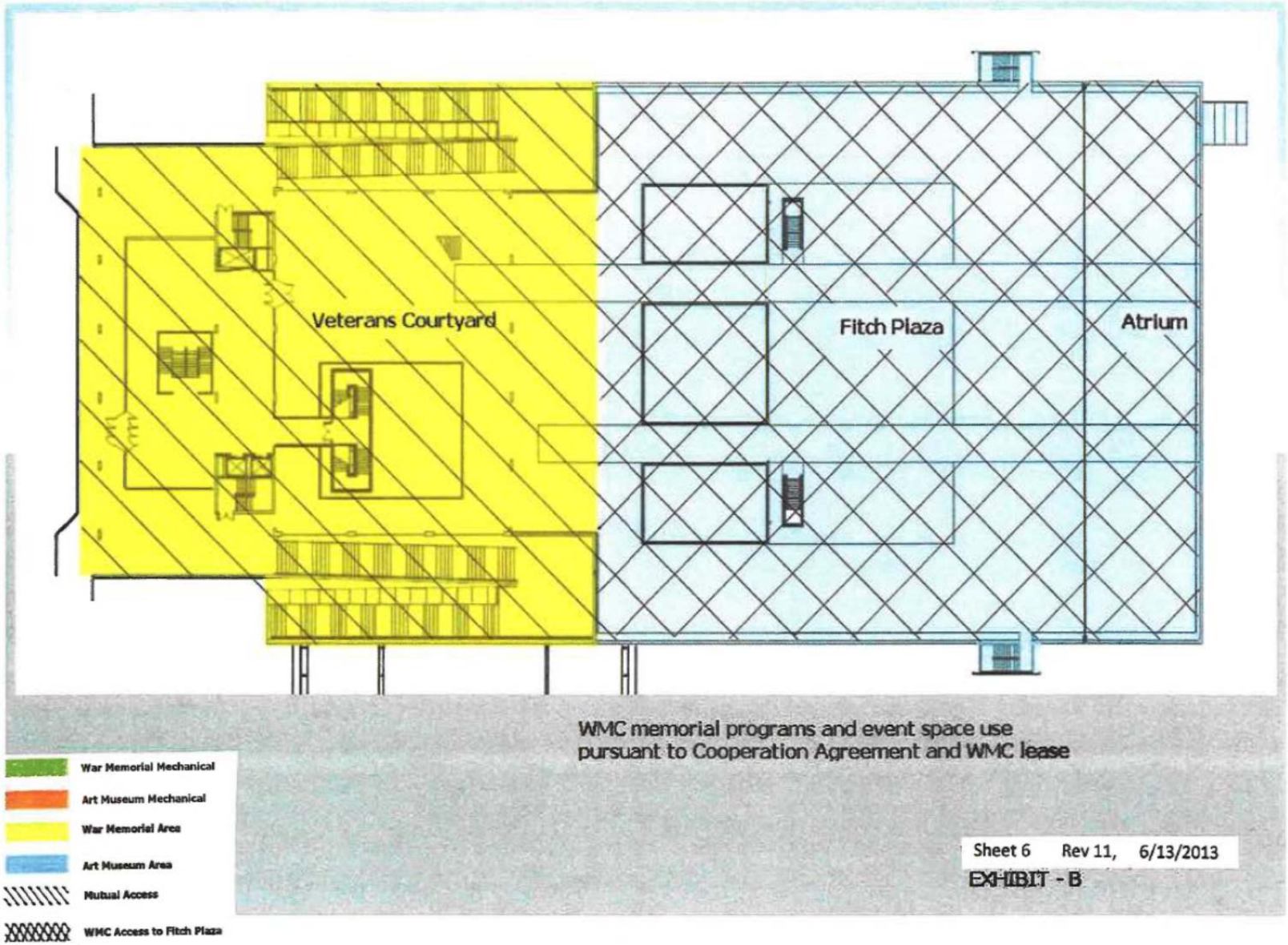

Veterans Courtyard
Fitch Plaza
Atrium
War Memorial Mechanical
Art Museum Mechanical
War Memorial Area
Art Museum Area
Mutual Access
Sheet 6 Rev 11, 6/13/2013
EXHIBIT - A

EXHIBIT B

Fitch Plaza

Use Exhibit

[Attached]


Veterans Courtyard
Fitch Plaza
Atrium
WMC memorial programs and event space use
pursuant to Cooperation Agreement and WMC lease
War Memorial Mechanical
Art Museum Mechanical
War Memorial Area
Art Museum Area
Mutual Access
WMC Access to Fitch Plaza
Sheet 6 Rev 11, 6/13/2013
EXHIBIT - B

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into as of the ___ day of _____ 2013, by and between the MILWAUKEE ART MUSEUM, INC. (hereinafter referred to as "Museum"), MILWAUKEE COUNTY WAR MEMORIAL, INC. (hereinafter referred to as "WMC"), and MILWAUKEE COUNTY, a governmental subdivision of the State of Wisconsin ("County").

RECITALS

WHEREAS, on even date herewith Museum and County are entering into a Lease Agreement ("Museum Lease") for certain Premises defined therein (the "Museum Premises"), which Museum Premises include certain lands, the Kahler Addition, portions of the Saarinen Building as described in the Lease, and once constructed, the East Atrium Addition and interior gallery space resulting from enclosure of the outdoor sculpture court.

WHEREAS, on even date herewith WMC and County are entering into a Lease Agreement ("WMC Lease") for certain Premises defined therein (the "WMC Premises"), which WMC Premises include certain lands and portions of the Saarinen Building as described in the Lease. The Museum Lease and the WMC Lease are, collectively, the "Leases."

WHEREAS, the Leases, together with certain other agreements described in the Leases, will supersede and replace all prior agreements, amendments, leases or subleases to which County, WMC, and Museum were parties relating to the use, possession and occupancy of the Museum Premises, WMC Premises, and surrounding land.

WHEREAS, Museum previously funded, constructed, and donated the Kahler Addition to the County.

WHEREAS, pursuant to the terms of this Agreement, Museum will fund, construct, and donate the East Atrium Addition (as hereinafter defined) to the County. County will accept such donation and Museum will thereafter occupy and use the East Atrium Addition and the other Museum Premises for Museum's use as a tenant under the Museum Lease.

WHEREAS, the Saarinen Building and the Kahler Addition are in need of certain repairs and improvements as identified in the September 2011 report prepared by the County's Department of Audit and in other independent reports prepared for Museum and WMC which generally include without limitation: (i) replacement of the HVAC system servicing the Kahler Addition and other

HVAC work related to the Saarinen Building; (ii) various structural repairs to the Saarinen Building and Kahler Addition; (iii) various other improvements and building envelope repairs to eliminate water infiltration into the Saarinen Building and the Kahler Addition; (iv) repair/replacement of the deck of the Saarinen Building, known as "Veterans Court"; and (v) repair of the outdoor stairwells, one of which is commonly known as the "Birdcage" (collectively, the "Planned Capital Improvements").

WHEREAS, Museum intends to perform the following repairs and improvements, some of which are needed to repair deficiencies identified in the September 2011 report prepared by the County's Department of Audit and in other independent reports prepared for Museum and WMC: (i) enclose the outdoor sculpture court and improve the interior space resulting from such enclosure for use as an art gallery; (ii) construct an east atrium entrance to the Museum on the lakeside of the Kahler Addition (the "East Atrium Addition"), which will serve in part to address existing deficiencies in the lakeside foundation and lakeside façade of the Kahler Addition; (iii) repair/replace the roof and deck of the Kahler Addition, known as "Fitch Plaza"; and (iv) reinstall Museum's permanent art collection located in the Kahler Addition and in those portions of the Saarinen Building leased to Museum (collectively, the "Museum Improvements").

WHEREAS, the Museum and WMC provide valuable cultural and educational activities, exhibits and educational programs for the public, and the Planned Capital Improvements and Museum Improvements are intended to correct known structural and maintenance deficiencies and to accommodate WMC's and Museum's current and future operational needs to enable WMC and Museum to continue providing such public contributions.

WHEREAS, the Planned Capital Improvements are integral to implementation of the Museum Improvements.

WHEREAS, the County will construct the Planned Capital Improvements and, at County's request, the Museum will construct the Museum Improvements. County will realize a substantial monetary benefit from having the Museum construct the Museum Improvements.

WHEREAS, given the integrated nature of the Planned Capital Improvements and Museum Improvements, the implementation of such improvements must be coordinated effectively between the County and Museum.

WHEREAS, pursuant to the cost allocation attached hereto as **Exhibit A** and made a part hereof (the "Construction Budget"), the cost of the Planned Capital Improvements is estimated to be Ten Million Dollars ($10,000,000), which sum shall be funded by County.

WHEREAS, pursuant to the attached Construction Budget, the cost of the Museum Improvements is estimated to be Fifteen Million Dollars ($15,000,000), which sum shall be raised and contributed by Museum to fund the cost of the Museum Improvements.

WHEREAS, pursuant to Resolution File No. _____ adopted by the County Board of Supervisors on _____, the County has authorized and appropriated Two Million Two Hundred Dollars ($2,000,200) to be applied to the cost of the Planned Capital Improvements. County has agreed to request authorization and appropriation in its 2014 through 2017 budgets in a cumulative amount of Seven Million Nine Hundred Ninety Thousand Eight Hundred Dollars ($7,999,800), to be applied to the cost of the Planned Capital Improvements.

WHEREAS, the foregoing County contribution and appropriations include County administrative fees and costs, which the County may charge back to the County Project (as hereinafter defined) and which fees and costs include, but are not limited to, design, architectural and engineering, construction administration, inspection services, special County programs, printing and distribution, and other County administrative fees and costs attributable to the County Project ("County Administrative Costs").

WHEREAS, the County has been authorized to enter into this Agreement by Resolution File No. _____ adopted by the County Board of Supervisors on _____, 2013.

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:

AGREEMENT

I. GENERAL PROVISIONS

By executing this Agreement and the other agreements referenced in and required under this Agreement, the parties intend to set forth their understandings and agreements as to their respective responsibilities and implementation of the County Project and Museum Project (as such terms are hereinafter defined). In addition to the specific obligations set forth in this Agreement each of the parties agrees to fully cooperate and coordinate with each other in planning and constructing the County Project and Museum Project.

II. DESCRIPTION OF COUNTY PROJECT AND MUSEUM PROJECT

2.1 County Project. The County Project consists of the Planned Capital Improvements as further described in the attached Construction Budget and the Critical Path Schedule which is attached as **Exhibit B** and made a part hereof (the "Critical Path Schedule"). The County Project will be implemented consistent with the terms and conditions of this Agreement.

2.2 Museum Project. The Museum Project consists of the Museum Improvements as further described in the Construction Budget and the Critical Path Schedule. The Museum Project will be implemented consistent with the terms and conditions of this Agreement.

III. PROJECT MANAGEMENT; PLANS; CONSTRUCTION TIMELINE

3.1 Project Managers and Architects. There will be two (2) Project Managers (each a "Project Manager," and collectively, the "Project Managers"). The County and WMC (collectively) will appoint one project manager to act as the representative for County/WMC with respect to construction of the County Project. County's/WMC's Project Manager shall be Julie Bastin or her successor as designated by County. WMC may appoint an owner's representative ("WMC Owner's Rep") to participate in discussions with the County/WMC Project Manager regarding the Planned Capital Improvements; provided, however, that the cost or expense of WMC Owner's Rep shall be paid by WMC and shall not become a County Project Cost or a Museum Project Cost, and provided further that WMC Owner's Rep shall have no approval rights with respect to any approvals required under this Agreement. Museum will appoint one project manager to act as the representative for Museum with respect to construction of the Museum Project. Museum's Project Manager shall be Steven Chamberlin, the Chamberlin Group or his successor as designated by Museum. The architect of record for the Museum Project will be James Shield, HGA ("Museum's Architect"). The architect of record for the County Project will be Julie Bastin ("County's Architect"). The Museum's Architect and the County's Architect are, collectively, the "Architects."

3.2 Plan and Bid Package Approval.

(a) Schematic drawings for the East Atrium Addition are described in the attached **Exhibit C** to this Agreement and made a part hereof (the "East Atrium Schematic Drawings"), and are hereby approved by Museum, WMC, and County. The design of the East Atrium Addition shall not be modified in the future from the design shown on the East Atrium Schematic Drawings in any manner that would interfere with or obstruct the view of Lake Michigan from Veteran's Court, Fitch Plaza or the Saarinen building. The Hybrid Engineering and Space Allocation Model is attached as **Exhibit D** and made a part hereof (the "Hybrid Engineering and Space Allocation Model").

(b) Museum and County agree to work cooperatively through their respective Project Managers to develop and finalize design development drawings, construction documents, disbursing

agreements, RFPs, RFQs, and bid packages together with all plans and specifications including the structural, architectural, mechanical, plumbing, electrical and other building systems for the County Project and Museum Project (collectively, "Plans"). The Plans shall be consistent with (i) existing plans for the Planned Capital Improvements, (ii) existing plans for the Museum Improvements, (iii) the Construction Budget, (iv) the Critical Path Schedule, (v) the East Atrium Schematic Drawings, (vi) the Hybrid Engineering and Space Allocation Model, (vii) the intent of the parties that the final design of the repair/replacement of the roof and deck of the Saarinen Building, known as "Veterans Court," will be integrated with the repair/replacement of the Fitch Plaza deck (associated with the East Atrium Addition); provided, however, the parties acknowledge that the scope of the Veteran's Court work is limited to the repair/replacement of the existing Veteran's Court deck (including possible upgrades negotiated by WMC with County), and (viii) other construction requirements, including but not limited to, those necessary to ensure that all safety, structural, indoor air quality, and water infiltration issues are addressed in the Plans.

(c) The Project Managers shall have the right to review and approve the Plans for both the County Project and the Museum Project in accordance with the requirements of Section 3.2(b) of this Agreement, such approval not to be unreasonably withheld, conditioned or delayed. Proposed Plans for the County Project will be provided to WMC or its designated representative upon request. Upon completion of Plans for each phase of the County Project or the Museum Project, as the case may be, and submission of such Plans to Project Managers, Project Managers shall have twenty-one (21) days after receiving the Plans to review and approve them in accordance with this Section or notify in writing each other, with the reasons for not approving the Plans and any requested changes. If a Project Manager does not provide such notice to the other Project Manager within twenty-one (21) days of receiving the Plans, such Project Manager shall be deemed to have approved the Plans. The Project Managers will work in good faith and with due diligence to resolve any disagreements regarding a proposed Plan. If the Project Managers cannot reach agreement regarding a proposed Plan within ten (10) days following delivery of written objections regarding such Plan, the County Executive shall, within ten (10) days following notification regarding such a dispute, select an independent third-party with sufficient architectural, engineering, and/or construction related experience and qualifications necessary to decide the disputed issue(s) (the "Arbiter"). Within ten (10) days following selection of the Arbiter, the Project Managers and Arbiter shall hold a meeting and the Project Managers shall present their respective positions regarding the disputed issue(s). The Arbiter shall attempt to mediate a resolution of the dispute, and in the absence of such resolution, the Arbiter shall issue a decision within five (5) days following the meeting with the Project Managers, and such decision shall be final and binding on all parties. The cost of the Arbiter shall be shared equally between County and Museum. The County Project and the Museum Project shall be constructed consistent with the approved Plans. The County Project, including County Administrative Costs, shall be funded by County in accordance with the Construction Budget, the

Critical Path Schedule, and this Agreement. The Museum Project shall be funded by Museum in accordance with the Construction Budget, the Critical Path Schedule, and this Agreement.

3.3 County Project Prime Contractor; Construction Contracts. Following approval of the Plans for the County Project in accordance with Section 3.2, above, the County Project will be managed by a prime contractor selected by County ("County Prime Contractor") in accordance with this Agreement. County will enter into the County Prime Contractor contract, and the County Prime Contractor will enter into all subcontracts necessary for construction and completion of the County Project. All other contracts necessary for the construction and completion of the County Project will be entered into by the County. The form and substance of the contract between County and County Prime Contractor for construction and completion of the County Project shall be approved by both Project Managers in accordance with Section 3.2, above. County shall make and Museum shall accept a collateral assignment of the architectural and construction contracts entered into by County for the County Project.

3.4 Museum Project Prime Contractor; Construction Contracts. Following approval of the Plans for the Museum Project in accordance with Section 3.2, above, the Museum Project shall be managed by a construction manager and/or prime contractor selected by Museum ("Museum Prime Contractor"). Museum will enter will enter into the Museum Prime Contractor contract, and the Museum Prime Contractor will enter into all subcontracts necessary for construction and completion of the Museum Project. All other contracts necessary for the construction and completion of the Museum Project will be entered into by the Museum. The form and substance of the contract between Museum and Museum Prime Contractor for construction and completion of the Museum Project shall be approved by both Project Managers in accordance with Section 3.2 above. Museum shall make and County shall accept a collateral assignment of the architectural and construction contracts entered into by Museum for the Museum Project.

3.5 Project Progress Meetings. Beginning upon execution of this Agreement, and periodically, but not less than monthly, and upon five (5) days' notice sent by one Project Manager to the other, the Project Managers, County Prime Contractor, Museum Prime Contractor, and Architects, or any or all of them, shall meet at the Project site, or such other location mutually agreed to by the parties, to discuss the progress of the County Project and/or Museum Project and any issues of concern. The County/WMC Project Manager shall include the WMC Owner's Rep in progress meetings regarding the Planned Capital Improvements at the WMC Owner's Rep's request, and the County/WMC Project Manager shall have the sole responsibility of notifying WMC Owner's Rep of any such progress meetings.

3.6 Additional Consultants. Each party shall bear the cost and expense associated with any representatives or consultants used by or retained by such party in connection with this

Agreement, the County Project or Museum Project. In the event one of the parties uses or retains a representative or consultant in connection with this Agreement, the County Project, or the Museum Project, such representative(s) or consultant(s) shall be retained at the sole cost and expense of the retaining party, shall access information through the retaining party's Project Manager, and shall have no approval authority with respect to either the County Project or Museum Project.

3.7 Ownership of Plans. All Plans prepared or furnished for the County Project and Museum Project are "Instruments of Service." All Instruments of Service, including all copyright or other intellectual property associated with the County Project, shall be owned by County. All Instruments of Service, including all copyright or other intellectual property associated with the Museum Project, shall be owned by Museum.

3.8 Commencement and Completion Dates.

(a) County and Museum shall commence, construct, and complete the County Project and Museum Project, respectively, in accordance with the dates and milestones set forth on the Critical Path Schedule, subject to force majeure, and availability of all required permits, approvals and permissions.

(b) County and Museum acknowledge that a high level of coordination between the County Project and the Museum Project is critical to the success of both projects. Upon the request of either Project Manager, but not less than annually, the Project Mangers shall meet during the course of construction to discuss any proposed revisions to the Critical Path Schedule. The County/WMC Project Manager shall include the WMC Owner's Rep in such meetings regarding the Planned Capital Improvements at WMC Owner's Rep's request, and the County/WMC Project Manager shall have the sole responsibility of notifying WMC Owner's Rep of any such meetings. WMC Owner's Rep shall be given advance notice and opportunity to consult with the County/WMC Project Manager on any proposed revisions to or deviations from the Critical Path Schedule; provided, however, WMC Owner's Rep shall have no approval authority with respect to any such revisions or deviations. The Critical Path Schedule shall not be revised or deviated from without the prior written, mutual consent of both Project Managers. The Project Managers will work in good faith and with due diligence to resolve any disagreements regarding a proposed revision to or deviation from the Critical Path Schedule. Either party may submit a dispute regarding a proposed Critical Path Schedule revision or deviation to the County Executive, and the County Executive shall, within ten (10) days following notification regarding such a dispute, select an independent third-party with sufficient architectural, engineering, and/or construction related experience and qualifications necessary to decide the disputed issue(s) (the "Arbiter"). Within ten (10) days following selection of the Arbiter, the Project Managers and Arbiter shall hold a meeting and the Project Managers shall present their respective positions

regarding the disputed issue(s). The Arbiter shall attempt to mediate a resolution of the dispute, and in the absence of such resolution, the Arbiter shall issue a decision within five (5) days following the meeting with the Project Managers, and such decision shall be final and binding on all parties. The cost of the Arbiter shall be shared equally between County and Museum.

3.9 Force Majeure. County and Museum shall not be responsible for any suspension or delay in the commencement, progress or completion of the Project if such suspension or delay is caused by an occurrence beyond such party's reasonable control (collectively, "Force Majeure Events") including, but not limited to: (a) flood, acts of God or other abnormal, extraordinary, or unusually severe weather conditions; or (b) fire, theft, strikes, riots, war, acts of governmental authorities (other than County), unusual delay in deliveries, or labor or material shortages. Upon the occurrence of a Force Majeure Event, the anticipated completion date shall be extended for a duration at least equal to the length of any suspension or delay.

IV. FUNDING

4.1 Project Costs.

(a) County will authorize and appropriate Ten Million Dollars ($10,000,000) to fund the cost of the County Project, which includes any and all County Administrative Costs the County charges back to the Project. Museum will raise and contribute Fifteen Million Dollars ($15,000,000) to fund the cost of the Museum Project.

(b) County's costs shall include, without limitation, (i) architectural, engineering, construction management, and project management fees associated with the County Project; (ii) costs of construction, fixtures, and equipment, including any necessary asbestos abatement and utilities necessary for construction of the County Project; (iii) costs of all permits, approvals, and permissions required by law for the construction of the County Project; (iv) County Administrative Costs charged back to the Project; (v) costs of all Plan review performed by County; and (vi) any other costs and expenses related to the planning, development, design, construction and/or equipping of the County Project; and (vi) costs related to County Environmental Obligations as defined in Section 6.1 of this Agreement (collectively, "County Project Costs").

(c) Museum's costs shall include, without limitation, (i) architectural, engineering, construction management, and project management fees associated with the Museum Project; (ii) costs of construction, fixtures, and equipment, including any necessary asbestos abatement and utilities necessary for construction of the Museum Project (except for County Environmental Obligations); (iii) costs of all permits, approvals, and permissions required by law for the

construction of the Museum Project; (iv) costs of all Plan review performed by Museum; and (v) except as otherwise provided herein, any other costs and expenses related to the planning, development, design, construction and/or equipping of the Museum Project (collectively, "Museum Project Costs").

4.2 Construction Budget.

(a) County and Museum hereby approve the Construction Budget attached hereto as **Exhibit A** and made a part hereof. It is acknowledged that the Construction Budget is an informed, pre-bid estimate by all parties of costs associated with the Project and that actual costs may differ from those indicated on the attached Construction Budget.

(b) Upon the request of either Project Manager, but not less than annually, the Project Mangers shall meet during the course of construction to discuss any proposed revisions to the Construction Budget. The County/WMC Project Manager shall include the WMC Owner's Rep in such meetings regarding the Planned Capital Improvements at WMC Owner's Rep's request, and the County/WMC Project Manager shall have the sole responsibility of notifying WMC Owner's Rep of any such meetings. WMC Owner's Rep shall be given advance notice and opportunity to consult with the County/WMC Project Manager on any proposed revisions to or deviations from the Construction Budget; provided, however, WMC Owner's Rep shall have no approval authority with respect to any such revisions or deviations. The Construction Budget shall not be revised or deviated from without the prior written, mutual consent of both Project Managers. The Project Managers will work in good faith and with due diligence to resolve any disagreements regarding a proposed revision to or deviation from the Construction Budget. Either party may submit a dispute regarding a proposed Construction Budget revision or deviation to the County Executive, and the County Executive shall, within ten (10) days following notification regarding such a dispute, select an independent third-party with sufficient architectural, engineering, and/or construction related experience and qualifications necessary to decide the disputed issue(s) (the "Arbiter"). Within ten (10) days following selection of the Arbiter, the Project Managers and Arbiter shall hold a meeting and the Project Managers shall present their respective positions regarding the disputed issue(s). The Arbiter shall attempt to mediate a resolution of the dispute, and in the absence of such resolution, the Arbiter shall issue a decision within five (5) days following the meeting with the Project Managers, and such decision shall be final and binding on all parties. The cost of the Arbiter shall be shared equally between County and Museum.

4.3 Allocation of Project Costs. County will pay for all County Project Costs and Museum will pay for all Museum Project Costs, when due in accordance with the Construction Budget (either as approved pursuant to Section 4.2(a) or as revised pursuant to Section 4.2(b)), this Agreement, and the terms and conditions of the parties' respective architectural or construction contracts. County shall be solely responsible for all County Administrative Costs and for all County Environmental Obligations, if any, in accordance with Section 6.1 of this Agreement.

4.4 County Appropriations. County has authorized and appropriated Two Million Two Hundred Dollars ($2,000,200) to be applied to the cost of the County Project. The parties acknowledge that Seven Million Nine Hundred Ninety Nine Thousand Eight Hundred Dollars ($7,999,800) of the County's Ten Million Dollars ($10,000,000) contribution towards County Project Costs has not yet been appropriated; however, the parties are proceeding in reliance on the County's stated intention and commitment to appropriate such funds in future budget years. County shall authorize and appropriate the remaining Seven Million Nine Hundred Ninety Nine Thousand Eight Hundred Dollars ($7,999,800) in its 2014-2017 budgets (the "County Appropriations"), to be applied to the County Project Costs.

4.5 County and Museum Payments.

(a) County shall make available all funds necessary to pay all County Project Costs, when due, in accordance with the Construction Budget, the Critical Path Schedule, and the terms and conditions of the County's architectural and construction contracts.

(b) Museum shall make available all funds necessary to pay all Museum Project Costs, when due, in accordance with the Construction Budget, the Critical Path Schedule, and the terms and conditions of the Museum's architectural and construction contracts.

(c) Museum and WMC are entering into this Agreement in reliance upon (i) County's stated intent to make the County Appropriations to secure funds to pay County Project Costs pursuant to Sections 4.3 and 4.4, above, which are necessary to complete construction of the County Project; and, (ii) Museum's stated intent to raise and contribute funds to pay Museum Project Costs pursuant to Section 4.3, above, which are necessary to complete construction of the Museum Project. Periodically, prior to commencement of and during construction of the County Project or the Museum Project, as the case may be, Museum and County shall provide to each other and WMC reasonable evidence that such party has the ability to fulfill its respective financial contributions towards County Project Costs and Museum Project Costs, as applicable.

4.6 Adjustments/Cost Overruns. All Parties acknowledge that actual project costs may be different from the attached Construction Budget, as may be revised from time to time pursuant to

Section 4.2 of this Agreement. Any cost savings or cost overruns attributable to the County Project shall accrue to or be paid by County, as the case may be. Any cost savings or cost overruns attributable to the Museum Project shall accrue to or be paid by Museum, as the case may be.

V. INDEMNIFICATION AND INSURANCE

5.1 Indemnity.

(a) Museum shall indemnify and agrees to hold County, WMC, and their respective supervisors, trustees, officers, directors, employees and agents harmless from and against any and all liabilities, claims, demands, suits, costs (including reasonable attorney's fees and reasonable costs and expenses of litigation), judgments and costs of settlement arising out of or in connection with any negligent actions or omissions to act by Museum or its employees or agents, or any breach by Museum of its obligations under this Agreement. The indemnity obligations of this Section shall survive expiration or termination of this Agreement for a period of five (5) years.

(b) County shall indemnify and agrees to hold Museum, WMC and their respective trustees, officers, directors, affiliated art groups, employees and agents harmless from and against any and all liabilities, claims, demands, suits, costs (including reasonable attorney's fees and reasonable costs and expenses of litigation), judgments and costs of settlement arising out of or in connection with any negligent actions or omissions to act by County or its employees or agents or any breach by County of its obligations hereunder. The indemnity obligations of this Section shall survive expiration or termination of this Agreement for a period of five (5) years.

(c) WMC shall indemnify and agrees to hold County, Museum, and their respective supervisors, trustees, officers, directors, affiliated art groups, employees and agents harmless from and against any and all liabilities, claims, demands, suits, costs (including reasonable attorney's fees and reasonable costs and expenses of litigation), judgments and costs of settlement arising out of or in connection with any negligent actions or omissions to act by WMC or its employees or agents or any breach by WMC of its obligations hereunder. The indemnity obligations of this Section shall survive expiration or termination of this Agreement for a period of five (5) years.

5.2 Insurance.

(a) The Museum and County shall require that all contractors and service providers to the County Project and Museum Project purchase and maintain policies of insurance to cover liabilities and costs as may arise from tort, statutory and workers' compensation claims relating to design and construction of the County Project and Museum Project, as applicable, in coverages and

amounts mutually acceptable to Museum and County's Director of Risk Management and Insurance (the "Risk Manager). Acceptable proof of such coverages shall be furnished to the Risk Manager prior to commencement of construction of the County Project or Museum Project.

(b) The County, Museum, and WMC shall be named as additional insureds as their interests may appear. A thirty (30) day written notice of cancellation, nonrenewal or material change shall be given to County, Museum, and WMC.

(c) The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin or such other carrier reasonably approved by the Risk Manager. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the Risk Manager as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used. A Certificate of Insurance shall be submitted for review on request to the County for each successive period of coverage for the duration of the County Project and Museum Project, as applicable.

VI. ENVIRONMENTAL COMPLIANCE AND OBLIGATIONS

6.1 NO LIABILITY FOR PREEXISTING ENVIRONMENTAL CONDITIONS. County shall be solely responsible for any environmental contamination or other potentially hazardous environmental conditions encountered on or about the Museum Premises and WMC Premises, including without limitation, all releases, leaks, discharges, spills or emissions of hazardous substances (i) existing at the Premises as of November 11, 1997, or (ii) caused by parties other than Museum or WMC ("County Environmental Obligations") The costs of handling, removing, remediating, disposing, or treating any County Environmental Obligations shall be borne solely by County. Neither Museum nor WMC shall be liable for any investigation or remediation, or orders relating to any County Environmental Obligations. Each party shall fully comply, or cause compliance by any responsible party, with all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or hazardous substances in connection with planning, construction, and completion of the County Project and Museum Project. County hereby indemnifies Museum and WMC against any damages, loss, expense and liability suffered by Museum or WMC and arising out of County Environmental Obligations. Museum shall not be obligated to undertake any actions with respect to the discharge or pollutants or hazardous substances not caused by Museum. WMC shall not be obligated to undertake any actions with respect to the discharge or pollutants or hazardous substances not caused by WMC.

6.2 WDNR NEGOTIATIONS. No negotiations and/or decisions on environmental issues with the Wisconsin Department of Natural Resources ("WDNR") may be made without full notice and opportunity to participate by the County.

VII. OWNERSHIP OF PROJECT IMPROVEMENTS

7.1 Ownership. Museum previously funded, constructed, and donated the Kahler Addition to the County. Under this Agreement, Museum will fund, construct, and donate the East Atrium Addition to the County. County shall accept such donation upon issuance of an occupancy permit by the City of Milwaukee and Museum will thereafter occupy and use the East Atrium Addition and the other Museum Premises for Museum's use pursuant to the terms of the Museum Lease. The parties acknowledge that the East Atrium Addition, upon completion and donation to County, shall become part of Museum's leasehold Premises in accordance with the Museum Lease. County shall be responsible for maintenance, repair and replacement of the Museum Premises (including the East Atrium Addition as described above) in accordance with the Museum Lease. County shall also be responsible for the prosecution of all warranty and other related construction claims related to the County Project and Museum Project, if any.

VIII. CONDITIONS AND REMEDIES

8.1 Museum's obligations under this Agreement are contingent upon County making its funding contributions as set forth in Article IV of this Agreement at times and in such installment amounts as necessary to complete construction of the County Project in accordance with the Critical Path Schedule. If County fails to make its funding contributions at times and in such installment amounts as necessary to complete construction of the County Project in accordance with the Critical Path Schedule, Museum may terminate this Agreement.

8.2 In addition to Museum's remedy set forth in Section 8.1, if County fails to authorize and appropriate Seven Million Nine Hundred Ninety Nine Thousand Eight Hundred Dollars ($7,999,800) in its 2014 through 2017 budgets for County Project Costs, Museum shall be entitled to complete the County Project or portions thereof and County shall reimburse to Museum all such costs incurred by Museum in completing the County Project. Any such amounts shall be paid to Museum within sixty (60) days following delivery of an invoice and supporting documentation to County.

8.3 If Museum fails to raise and contribute funds sufficient to complete the East Atrium Addition, enclosure of the outdoor sculpture court, or repair/replacement the roof and deck of the Kahler Addition, known as "Fitch Plaza", County shall be entitled to complete such components of

the Museum Project and Museum shall reimburse to County all such costs incurred by County in completing such components of the Museum Project. Any such amounts shall be paid to County within sixty (60) days following delivery of an invoice and supporting documentation to Museum.

X. MISCELLANEOUS

11.1 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 the County:	Milwaukee County Department of Administrative Services Attn: Director 901 North Ninth Street Courthouse, Room 303 Milwaukee, WI 53233
With a copy to:	Milwaukee County Office of the Corporation Counsel Attn: Corporation Counsel 901 North Ninth Street Courthouse, Room 303 Milwaukee, WI 53233
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, Suite 3300 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

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.

11.2 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.

11.3 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.

11.4 Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Wisconsin.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

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

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

[*end of document; signature page follows*]

MILWAUKEE COUNTY

By:_____
Chris Abele
County Executive

APPROVED:

By:_____
_____
County Director of Risk Management
and Insurance

APPROVED AS TO FORM:

By:_____
Kimberly Walker
Corporation Counsel

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

EXHIBIT A

Construction Budget

[Attached]

Exhibit A – Construction Budget

Milwaukee County War Memorial Center 5 - Year Cost Allocation
Updated June 27, 2013

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	Site Work										
1.1	Mechanical Chamber: West (replace)	$85,000	$3,000		$82,000						
1.2	Mechanical Chamber: East (repair)	$10,000									$10,000
1.3	Underground Connection Shafts to Air Chambers	$15,000			$15,000						
1.4	Loading Dock: Repair deck & Walls. New roof membrane.	$435,000	$5,000				$430,000				
1.6	Asphalt Paving: Pave, repair, seal - Allowance	$475,000	$75,000				$100,000		$200,000		$100,000
	Total Site Work	**$1,020,000**	$83,000	$0	$97,000	$0	$530,000	$0	$200,000	$0	$110,000
	Building Exterior Envelope										
2.1	Expansion Joints @ Masonry: Replace	$87,000			$87,000						
2.2	Repair Copper Cladded Ledges @ Wall Face	$51,000							$51,000		
2.3	Replace WMC Main Built-up Roof	$440,000					$40,000		$400,000		
2.4	Replace WMC Penthouse Roof	$48,000					$48,000				
2.5	Exterior Wall Granite: Tuck pointing, selective removal, waterproof membrane, and flashing	$381,000	$381,000								
2.55	Allowance for window replacements (in granite areas)	$125,000	$125,000								
2.6	Courtyard EIFS repair & refurbish	$20,000			$20,000						
2.7	Exterior Wall Concrete: Sealing & Repairs	$241,000	$70,000		$65,000		$50,000				$56,000
2.8	Exterior Walls Metal Siding: Replace, with roofs	$21,000					$21,000				
2.10	WMC South, East, & West Entrance Assemblies	$217,000					$90,000		$127,000		
2.13	Veterans Courtyard: Replace concrete slabs, repair structure, replace waterproof membrane (including lighting)	$750,000			$750,000						
2.14	Supervisory Engineer	$125,000	$50,000		$30,000		$25,000		$20,000		
2.16	Building Exterior Caulk/Sealants Work	$45,000	$25,000		$20,000						
	Total Building Exterior Envelope	**$2,551,000**	$651,000	$0	$972,000	$0	$274,000	$0	$598,000	$0	$56,000

Exhibit A – Construction Budget

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	Exterior Stairs										
3.1	Veterans Courtyard Enclosed Stairway (Bird Cage): Replace	$884,000					$884,000				
3.2	Veterans Courtyard Open Stairway: Replace	$120,000					$120,000				
3.4	South Stair: Veterans Courtyard to South Entrance: Repair	$245,000			$245,000						
	Total Exterior Stairs	**$1,249,000**	$0	$0	$245,000	$0	$1,004,000	$0	$0	$0	$0
	General Building Exterior										
4.1	Exterior Light Fixtures: Selected Replacements	$50,000	$50,000								
4.2	Steel Rails War Memorial Rooftop: Refurbish and/or repair	$60,000					$60,000				
	Total General Exterior	**$110,000**	$50,000	$0	$0	$0	$60,000	$0	$0	$0	$0
	Concrete & Structural										
5.1	Spalled & Delaminated Concrete - Cantilever Overhangs	$26,800	$19,000								$7,800
5.2	Spalled & Delaminated Concrete Walls - Cantilever Overhangs	$82,700	$37,000								$45,700
5.3	Concrete Damage at Column Bases	$36,300	$20,000								$16,300
5.4	Expansion Joint @ South Exterior Stairs	$13,000			$13,000						
5.5	Concrete Deterioration - South Canopy	$13,700	$13,700								
5.6	Concrete Deterioration - North Canopy	$9,159	$9,159								
5.7	Clay Tile Deterioration - West wall by Mason Street Bridge	$72,600	$15,000								$57,600
5.8	Interior Cracked Columns - Added columns at sub-basement (if minor)	$4,300	$4,300								
5.9	CRITICAL - Interior Cracked Columns - Investigative Work (If major)	$40,000	$40,000								
5.10	Interior - Concrete Deterioration below stairs	$5,700	$5,700								
5.11	Delaminating & Spalls on Roof Slabs: Cost if moderate	$58,400	$8,000				$50,400				
5.12	Delaminating & Spalls on Roof Slabs: Cost if extensive	$20,000									$20,000
5.13	Interior Concrete - Below Expansion joint between Saarinen & Kahler	$73,700			$73,700						
5.14	Interior Concrete - Below Expansion joint if more extensive	$20,000									$20,000
5.15	Design & Supervisory Engineer	$115,000	$78,000		$25,000		$12,000				
5.16	Leaks in Walls of Duct Space & Air Tunnels	$25,000					$25,000				
5.17	Concrete & Structural - Unidentified Work Allowance	$250,000			$50,000		$50,000		$75,000		$75,000
	Total Concrete & Structural	**$866,159**	$249,859	$0	$161,700	$0	$137,400	$0	$75,000	$0	$242,400

Exhibit A – Construction Budget

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	HVAC Systems										
	East Building (Kahler)										
6.1	Replace AHU-1 & 2, RF-1 & 2	$1,200,000			$1,200,000						
6.2	Replace VAV Units	$450,000			$450,000						
6.3	Replace Pneumatic Controls With DDC	$125,000			$125,000						
6.4	Replace Liner in Main SA & RA Ducts (Duct replacements NOT included)	$30,000			$30,000						
6.5	West Window & Door Replacement, Baseboard HVAC Upgrade	$200,000			$200,000						
6.6	Insulate Underside of Stairs & Landings at North & South	$60,000			$60,000						
	West Building (Saarinen)										
6.7	Restore AHU-1 & 2, add new AHU	$375,000			$375,000						
6.8	Replace Pneumatic Controls with DDC, Museum Levels	$50,000			$50,000						
6.9	Separation Wall Upgrade, between humidified & unhumidified areas	$145,000			$145,000						
6.10	Exterior Wall Insulation in Humidified Areas	$50,000			$50,000						
	Other HVAC										
6.11	Supplemental Air Quality Testing - Allowance	$25,000			$25,000						
6.12	Building Automation Upgrade (Total facility)	$50,000			$50,000						
6.13	Removal of damaged insulation or other materials - Allowance	$20,000			$20,000						
6.14	HVAC Engineering	$70,000	$70,000								
6.15	Other moisture related work w/in HVAC scope - Allowance	$75,000			$75,000						
	Note: Replacement Ducts and related work NOT included in any areas										
	Total HVAC Systems	**$2,925,000**	$70,000	$0	$2,855,000	$0	$0	$0	$0	$0	$0
	General Building Interior										
7.1	Rest Rooms: Renovate (2) restrooms near south entry	$110,000					$110,000				
	Total General Interior	**$110,000**					$110,000				
	Elevators										
8.1	Hydraulic Elevators, 4 & 6 Stop: Rebuild and/or refurbish - (5) total	$525,000	$50,000		$100,000		$150,000		$225,000		
8.2	Traction Elevators, 7 Stop : Inspect & update (2) Total	$40,000					$40,000				
	Total Elevator	**$565,000**	$50,000	$0	$100,000	$0	$190,000	$0	$225,000	$0	$0
	Electrical Systems										
9.1	System Costs Per Reserve Advisor Allowance	$200,000			$50,000		$68,000		$82,000		
9.2	Emergency Generator - Replace	$116,000					$116,000				
9.3	Life Safety Systems - Update systems & related device replacements	$425,000	$275,000		$150,000						
	Total Electrical Systems	**$741,000**	$275,000	$0	$200,000	$0	$184,000	$0	$82,000	$0	$0

Exhibit A – Construction Budget

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	MAM Basement Renovation										
10.1	Demo	$30,000				$30,000					
10.2	MEP demo in ceilings	$30,000				$30,000					
10.3	Floor refinish	$109,000						$109,000			
10.4	New gyp partitions	$39,000				$20,000		$19,000			
10.5	Paint exposed ceiling & walls	$48,000						$48,000			
10.6	Misc finishes patching, detailing, etc.	$25,000				$10,000		$15,000			
10.7	Mechanical re-fit - exposed	$175,000				$75,000		$100,000			
10.8	Electrical	$73,000				$30,000		$43,000			
		$529,000				$195,000		$334,000			
	MAM 1st Floor Renovation										
	Kahler Building										
11.1	Demo	$68,000				$68,000					
11.2	MEP demo in ceilings	$68,000				$68,000					
11.3	Demo & renovation @ tie-in to original bldg	$96,000				$70,000		$26,000			
11.4	Floor refinish	$254,000						$254,000			
11.5	New gyp ceiling	$338,000				$100,000		$238,000			
11.6	New gyp museum partitions	$194,000				$40,000		$154,000			
11.7	Misc finishes patching, detailing, etc.	$146,000				$50,000		$96,000			
11.8	Mechanical re-fit	$474,000				$120,000		$354,000			
11.9	Electrical & New lighting track	$271,000				$70,000		$201,000			
		$1,909,000				$586,000		$1,323,000			
	Sautner										
11.10	Demo	$30,000				$30,000					
11.11	MEP demo in ceilings	$30,000				$30,000					
11.12	New custom furniture ceiling	$290,000						$290,000			
11.13	New gyp museum partitions	$46,000				$20,000		$26,000			
11.14	Misc finishes patching, detailing, etc.	$25,000				$5,000		$20,000			
11.15	Mechanical re-fit	$175,000				$45,000		$130,000			
11.16	Electrical & New lighting track	$88,000				$40,000		$48,000			
		$684,000				$170,000		$514,000			

Exhibit A – Construction Budget

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	MAM 2nd Floor Renovation										
	Kahler Building										
12.1	Demo	$46,000				$46,000					
12.2	MEP demo in ceilings	$46,000				$46,000					
12.3	Demo & renovation @ tie-in to original bldg	$96,000				$60,000		$96,000			
12.4	Floor refinish	$175,000						$175,000			
12.5	New gyp ceiling	$232,000				$80,000		$152,000			
12.6	New gyp museum partitions	$194,000				$45,000		$149,000			
12.7	Misc finishes patching, detailing, etc.	$146,000				$30,000		$116,000			
12.8	Build-out of new restroom & café space	$203,000				$60,000		$143,000			
12.9	Reno of existing 'Founders Rm' space	$117,000				$50,000		$67,000			
12.10	Mechanical re-fit	$326,000				$130,000		$196,000			
12.11	Electrical & New lighting track	$186,000				$50,000		$136,000			
		$1,767,000				$597,000		$1,170,000			
	Saarinen Building										
12.11	General construction & flooring @ offices	$92,000				$40,000		$52,000			
12.12	Demo	$5,000				$5,000					
12.13	MEP demo in ceilings	$5,000				$5,000					
12.14	New custom luminous ceiling	$134,000				$30,000		$104,000			
12.15	New gyp museum partitions	$46,000				$21,000		$25,000			
12.16	Misc finishes patching, detailing, etc.	$25,000				$15,000		$10,000			
12.17	Mechanical re-fit	$30,000				$18,000		$12,000			
12.18	Mechanical new distribution @ office space	$84,000				$40,000		$44,000			
12.19	Electrical & New lighting track	$39,000				$20,000		$19,000			
		$460,000				$194,000		$266,000			
	MAM Le Vine Gallery Enclosure										
13.1	Demo	$48,000				$48,000					
13.2	Structural reinf of existing	$68,000				$45,000		$23,000			
13.3	New structure	$366,000				$110,000		$256,000			
13.4	Fireproofing of steel structure	$25,000						$25,000			
13.5	New gallery fit-out & tie-in	$484,000				$120,000		$364,000			
13.6	Roof area pedestrian pathway	$64,000				$40,000		$24,000			
13.7	Artists allowance for Memorial	$48,000						$48,000			
13.8	Green roof construction	$465,000						$465,000			
		$1,568,000				$363,000		$1,205,000			

Exhibit A – Construction Budget

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	MAM Lake Atrium Addition & Plaza										
	Atrium Addition										
14.1	Site/Plaza area - no access	$41,000				$20,000		$21,000			
14.2	Demo & excavation	$54,000				$54,000					
14.2	Fast Foundation Waterproofing	$169,000				$169,000					
14.3	Building foundations	$140,000				$140,000					
14.4	Building structure	$339,000				$210,000		$129,000			
14.5	Glass enclosure	$1,410,000				$150,000		$1,260,000			
14.6	Exterior exit stairs	$102,000				$60,000		$42,000			
14.7	Roof	$194,000				$60,000		$134,000			
14.8	Passenger elevator	$165,000						$165,000			
14.9	Prefunction space build-out	$774,000						$774,000			
14.10	Custom ornamental stair	$96,000						$96,000			
14.11	Misc, reno, tie-in to existing	$96,000				$30,000		$66,000			
		$3,580,000				$893,000		$2,687,000			
	Plaza, Entry, Upper Plaza Deck										
14.12	Demo & excavation	$25,000				$25,000					
14.13	Foundations and slab for plaza construction	$68,000				$68,000					
14.14	Plaza finishes + ramp & stairs	$88,000				$40,000		$48,000			
14.15	Monumental revolving door	$96,000						$96,000			
14.16	Monumental alum/SS entry doors	$30,000						$30,000			
14.17	Entry canopy - 15'x15'	$44,000						$44,000			
14.17b	Restore Fitch Stairwells	$103,000						$103,000			
14.18	Misc site restoration	$49,000				$30,000		$19,000			
		$503,000				$163,000		$340,000			
14.19	New built-up roof w/ ped paver system	$554,000				$554,000					

Exhibit A – Construction Budget

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	MAM Technology, Lighting, & Security										
15.1	Gallery Lighting Fixtures	$581,000						$581,000			
15.2	Phone System	$15,000						$15,000			
15.3	Communications Systems & Radio System	$48,000						$48,000			
15.4	Special security & cameras - Extension of new system	$58,000						$58,000			
15.5	Information Systems & Computers	$19,000						$19,000			
15.6	Wi Fi throughout	$23,000						$23,000			
15.7	Audio Visual, Including Atrium events	$25,000						$25,000			
15.8	Plasma Screens	$5,000						$5,000			
15.9	Other I.S. & Technology	$39,000						$39,000			
		$813,000				$0		$813,000			
	MAM Equipment & Other										
16.1	Storage Space Remodel for Reconfigurations	$146,000				$146,000					
16.2	Serving Kitchen Equipment	$146,000						$146,000			
16.3	Other	$25,000						$25,000			
		$317,000				$146,000		$171,000			
17.1	Design Fees, Insurance, & Misc	$1,316,000		$525,000		$521,000		$270,000			
17.2	MAM Contingency (For work items 10.1 through 16.3 only)	$1,000,000				$400,000		$600,000			
	TOTAL ESTIMATED COST	$25,137,359	$1,428,859	$525,000	$4,630,700	$4,782,000	$2,489,400	$9,693,000	$1,188,000	$0	$400,400

The above allocation of costs is for budgetary purposes only. Building and site conditions shall be regularly assessed and monitored by Milwaukee County to ensure the actual timing of the work addresses the necessary safety, structural, indoor air quality, and water infiltration issues.

Above budget exclude any required removal and/or replacement of damaged HVAC ductwork within Milwaukee Art Museum occupied areas.
Design and/or administrative costs for Milwaukee County funded work are excluded, except where specifically listed as "supervisory engineering".

References to "County", in the above cost allocations, relates to Milwaukee County.
References to "MAM", in the above cost allocations, relates to Milwaukee Art Museum.

Total Milwaukee County Projects	$10,137,359
Total Milwaukee Art Museum Project	$15,000,000

2013 Milwaukee County Projects - Scheduled Work	$1,428,859
2014 Milwaukee County Projects - Scheduled Work	$4,630,700
2015 Milwaukee County Projects - Scheduled Work	$2,489,400
	$8,548,959
Less budgeted supervisory engineering (Years 2013-2015)	($290,000)
Estimated Construction Cost (Years 2013-2015)	$8,258,959
Estimated Milwaukee County Design & Administrative Costs	$1,500,000
Total Milwaukee County Budget for 2013-2015	$9,758,959
Current Milwaukee County costs allocated for WMC Improvements	$10,000,000
** Projected Balance Year-End 2015	$241,041

** At the end of Year 2015, Milwaukee County shall perform a facility assessment and provide supplemental funding, as necessary, to ensure there is available funding to properly address outstanding safety, structural, indoor air quality, code compliance, water infiltration, and other critical facility issues that need to be addressed after Year-End 2015.

EXHIBIT B

Critical Path Schedule

[Attached]

Exhibit B – Critical Path Schedule

Milwaukee Art Museum Facility Development Program Fall 2014 Start (Updated 7-1-13)	Duration (Days)	Start Date	Finish Date
PROJECT DEVELOPMENT & DESIGN			
Finalize Schematic Design	30.00	07/08/13	08/16/13
Project Budget Validation & Cost Modeling	10.00	08/19/13	08/30/13
Finalize Sequencing & Phasing Plan/Schedule	25.00	07/29/13	08/30/13
Test Operational Scenario Assessments	20.00	08/19/13	09/13/13
MAM Design & Budget Approval	3.00	09/19/13	09/21/13
Design Development	65.00	09/02/13	11/29/13
Budget Validation	15.00	11/25/13	12/13/13
MAM Design & Budget Approval	20.00	12/09/13	01/03/14
Contract Documents Preparation	70.00	01/06/14	04/11/14
Budget Validation	15.00	04/07/14	04/25/14
Contractor Bidding Phase	20.00	05/05/14	05/30/14
CONSTRUCTION PREPARATORY WORK			
Construction Planning & Long Lead Items	45.00	05/05/14	07/04/14
Preparatory Site Work - MAM East Addition	30.00	08/04/14	09/12/14
Selective Art Piece Storage Provisions	45.00	04/28/14	06/27/14
WMC Structural & Exterior Envelope Work - Phase IA & Phase IB	65.00 105.00	09/19/13 09/02/14	11/15/13 10/24/14
Vacate West Galleries	15.00	09/01/14	09/19/14
WMC Veterans Plaza Replacements & Related Work	35.00	09/22/14	11/07/14
Final Art Storage Areas Reconfiguration/Preparation	40.00	06/30/14	08/22/14
Museum Closure	5.00	09/15/14	09/19/14
Vacate East Galleries	20.00	09/22/14	10/17/14
CONSTRUCTION PHASES			
East Addition			
Foundations/Substructure	60.00	09/22/14	11/28/14
Superstructure & Enclosures	50.00	12/01/14	02/09/15
Interior Partitions & MEP Rough-ins	65.00	01/26/15	04/24/15
Interior Finishes & Specialties	70.00	04/06/15	07/10/15
Exterior Enclosures & Decks			
Court Enclosure	65.00	11/03/14	01/16/15
** Fitch Plaza Decks & Related Work (Target Dates)	65.00 40.00	11/24/14 04/06/15	02/20/15 05/29/15
WMC Exterior Envelope Work - Phase II	60.00	04/13/15	07/03/15
Interior Renovations			
Interior Demolition	55.00	10/20/14	01/02/15
Mechanical Equipment Replacement	60.00	12/06/14	02/27/15
Interior Partitions	70.00	12/22/14	03/27/15
Interior MEP Rough-ins	50.00	03/09/15	05/15/15
Interior Finishes & Specialties	60.00	04/13/15	07/03/15
Occupancy Phases			
Preoccupancy Activities	25.00	06/08/15	07/10/15
Gallery Installation Phases	60.00	06/29/15	09/18/15
Occupancy	5.00	09/21/15	09/25/15

** Note: Fitch Plaza deck use by WMC, for events, is subject to occupancy approval by City of Milwaukee

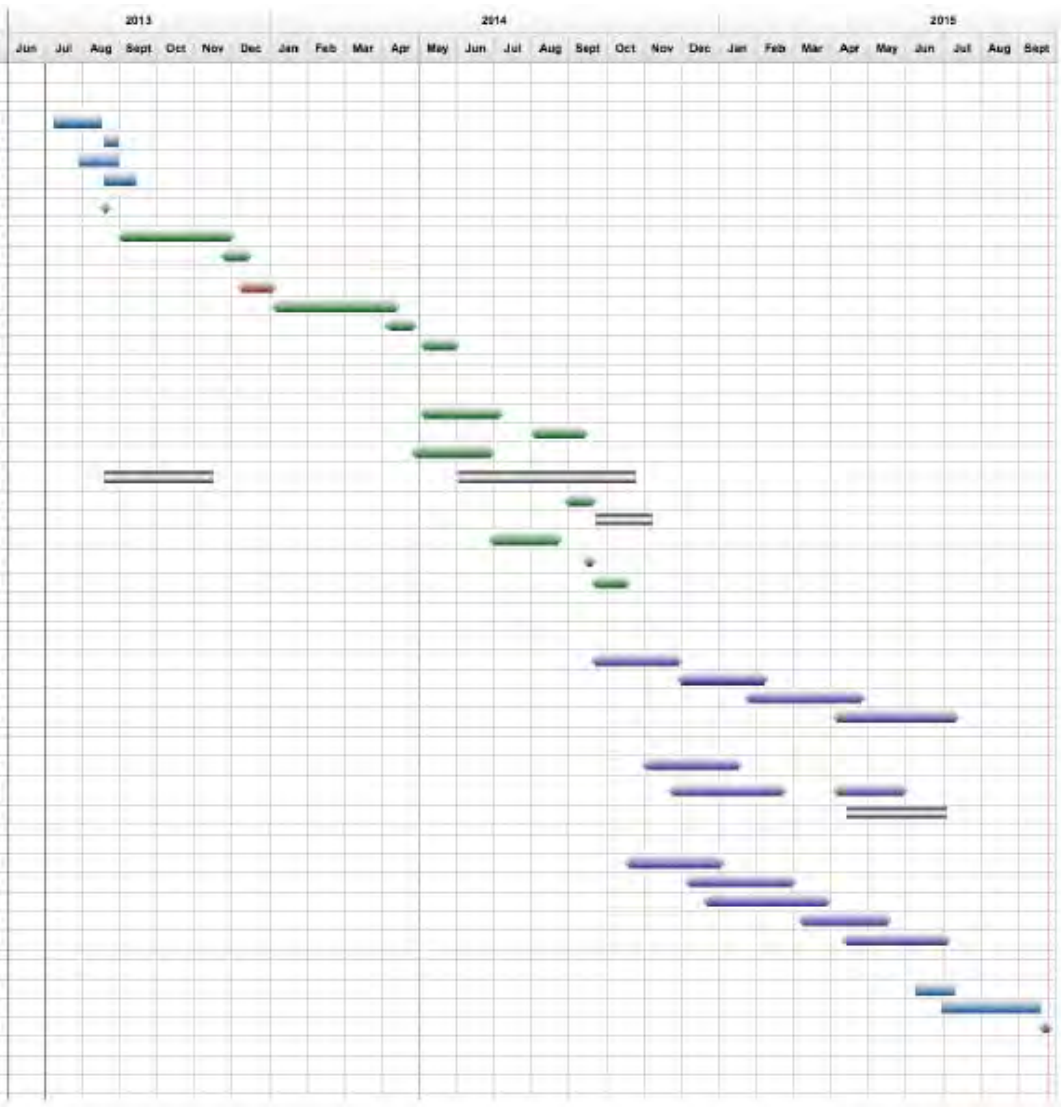


EXHIBIT C

East Atrium Schematic Drawings

[Attached]

Exhibit C – East Atrium Schematic Drawings

Exhibit C – East Atrium Schematic Drawings

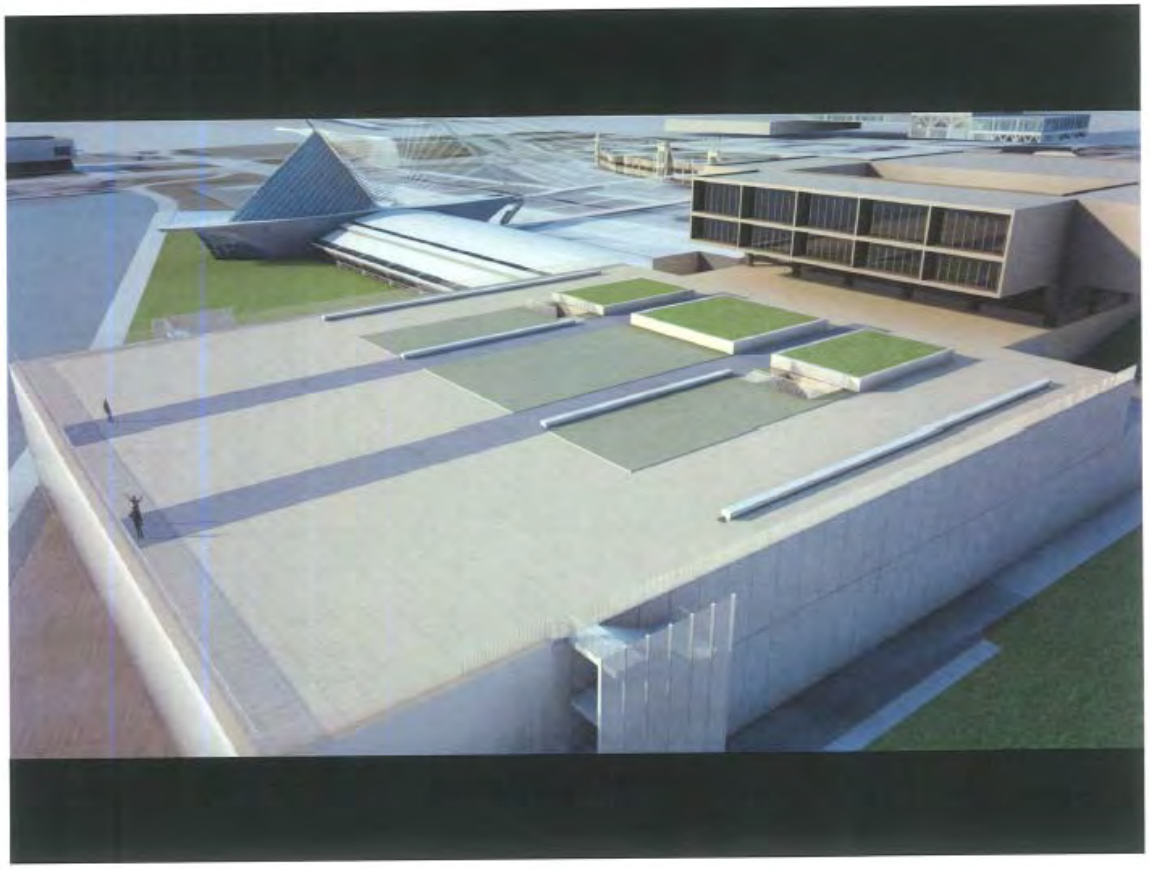


Exhibit C – East Atrium Schematic Drawings

Exhibit C – East Atrium Schematic Drawings

Exhibit C – East Atrium Schematic Drawings

Exhibit C – East Atrium Schematic Drawings

Exhibit C – East Atrium Schematic Drawings

Exhibit C – East Atrium Schematic Drawings

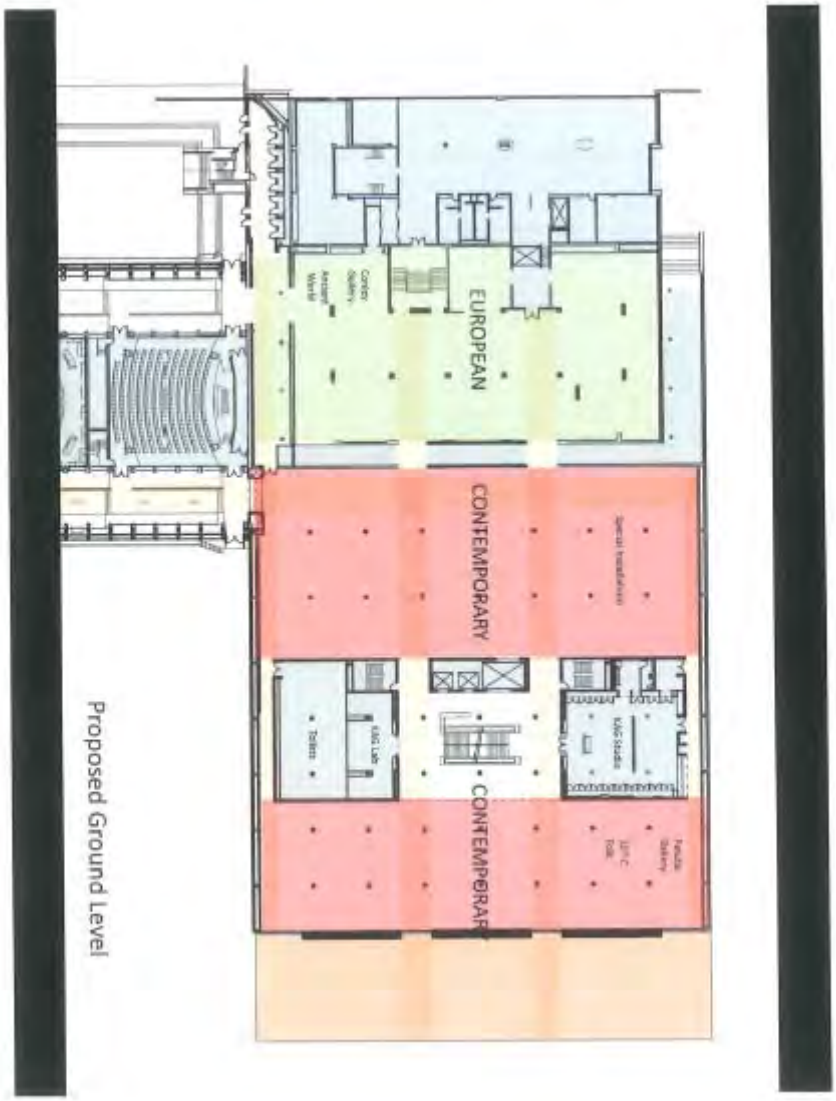
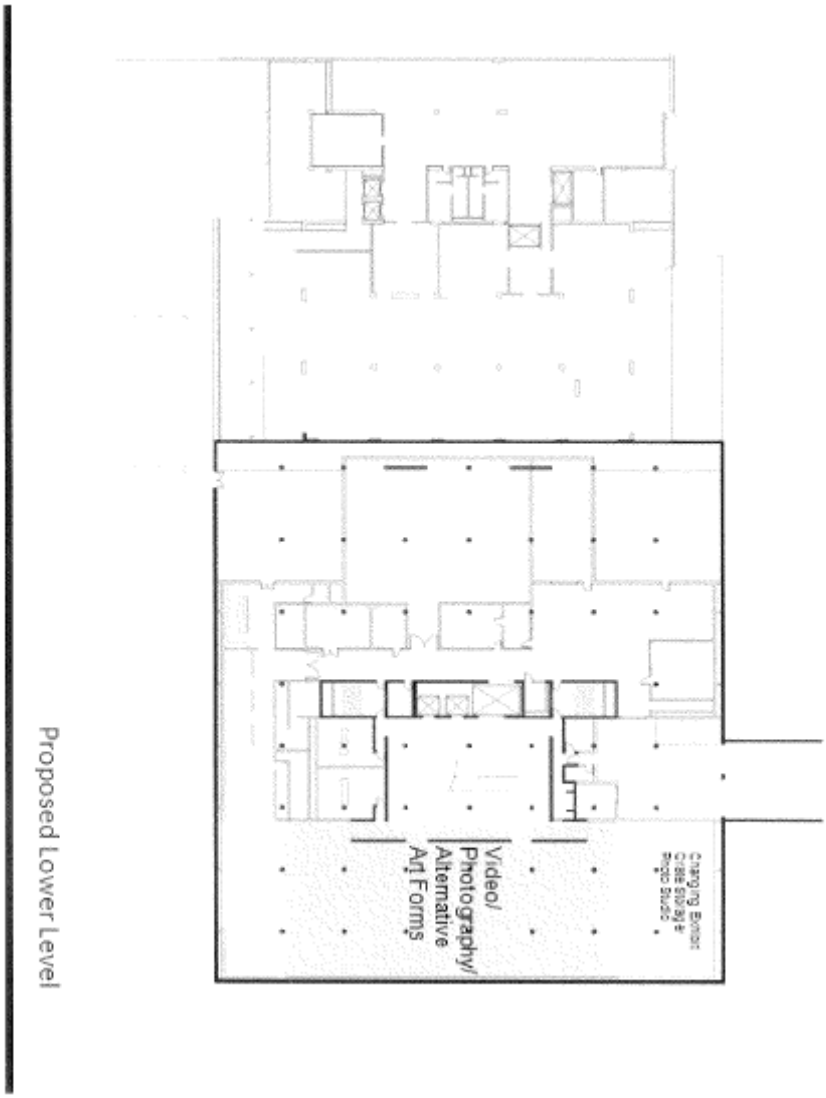


Exhibit C – East Atrium Schematic Drawings

Proposed Second Level (Bradley Wing)

Exhibit C – East Atrium Schematic Drawings



Proposed Lower Level

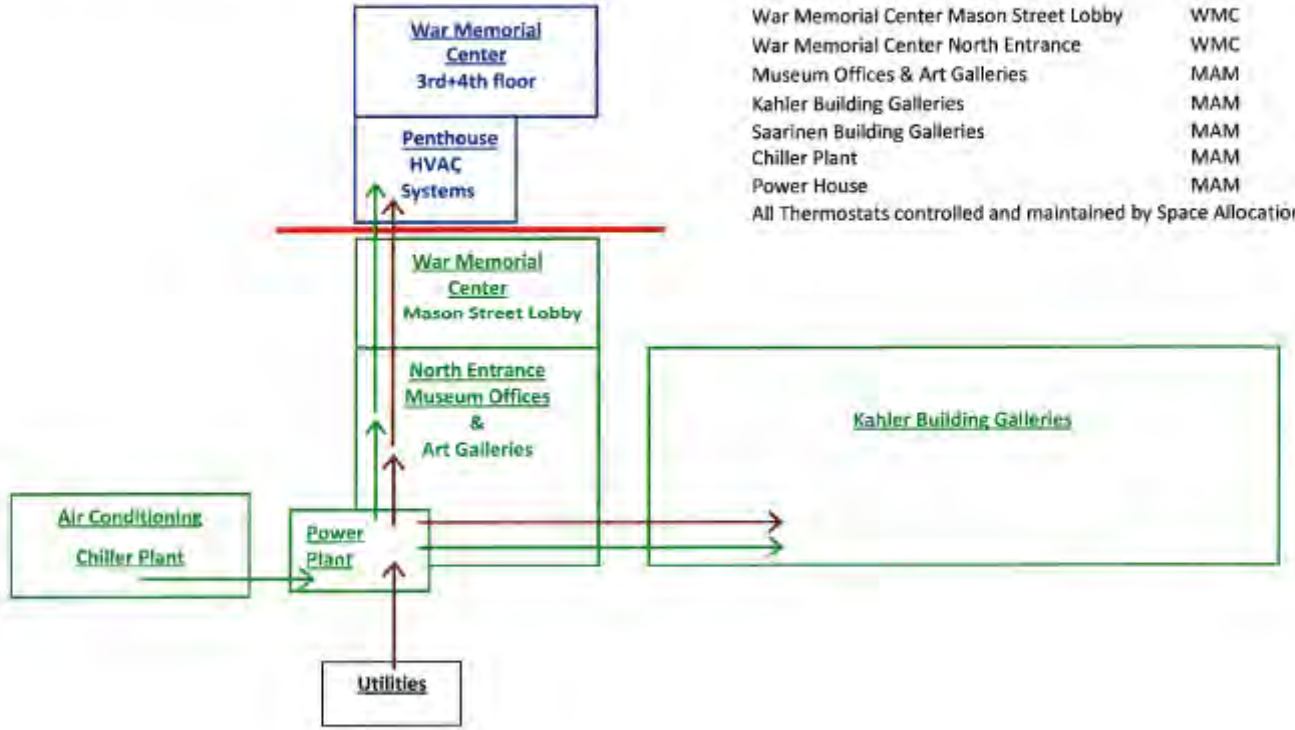
EXHIBIT D

Hybrid Engineering and Space Allocation Model

[Attached]

Exhibit D – Hybrid Engineering and Space Allocation Model

Building Complex Sharing



Area	Cleaning, Repair and Environmental Control	Mechanical Systems Operation
War Memorial Center Penthouse	WMC	WMC
War Memorial Center 3rd & 4th Floor	WMC	WMC
War Memorial Center Mason Street Lobby	WMC	MAM
War Memorial Center North Entrance	WMC	MAM
Museum Offices & Art Galleries	MAM	MAM
Kahler Building Galleries	MAM	MAM
Saarinen Building Galleries	MAM	MAM
Chiller Plant	MAM	MAM
Power House	MAM	MAM
All Thermostats controlled and maintained by Space Allocation		

Air Conditioning

Steam, Water systems, Electricity

Sheet 1 Rev 11, 6/13/2013

Exhibit D – Hybrid Engineering and Space Allocation Model

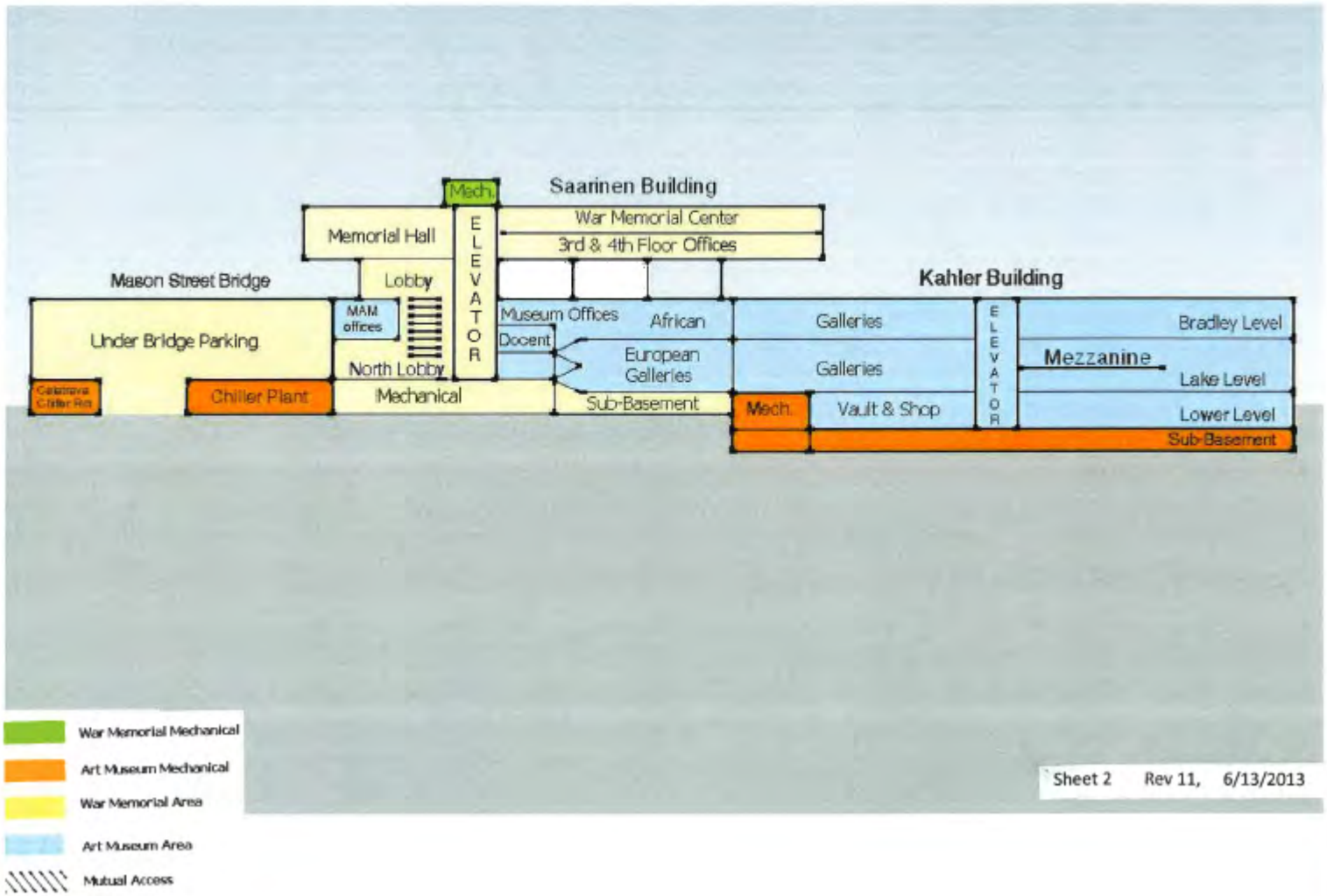


Exhibit D – Hybrid Engineering and Space Allocation Model

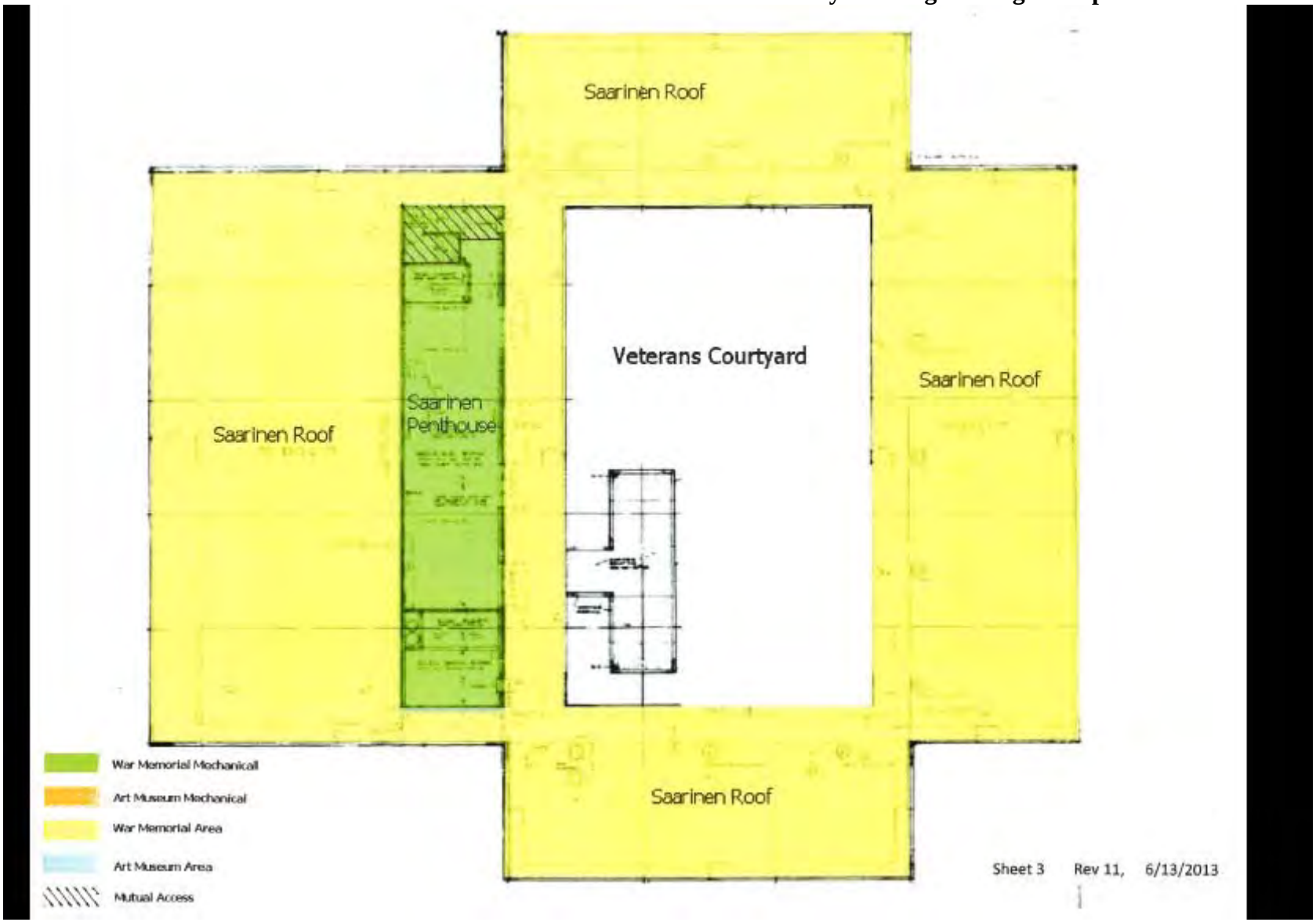


Exhibit D – Hybrid Engineering and Space Allocation Model

Exhibit D – Hybrid Engineering and Space Allocation Model

Exhibit D – Hybrid Engineering and Space Allocation Model

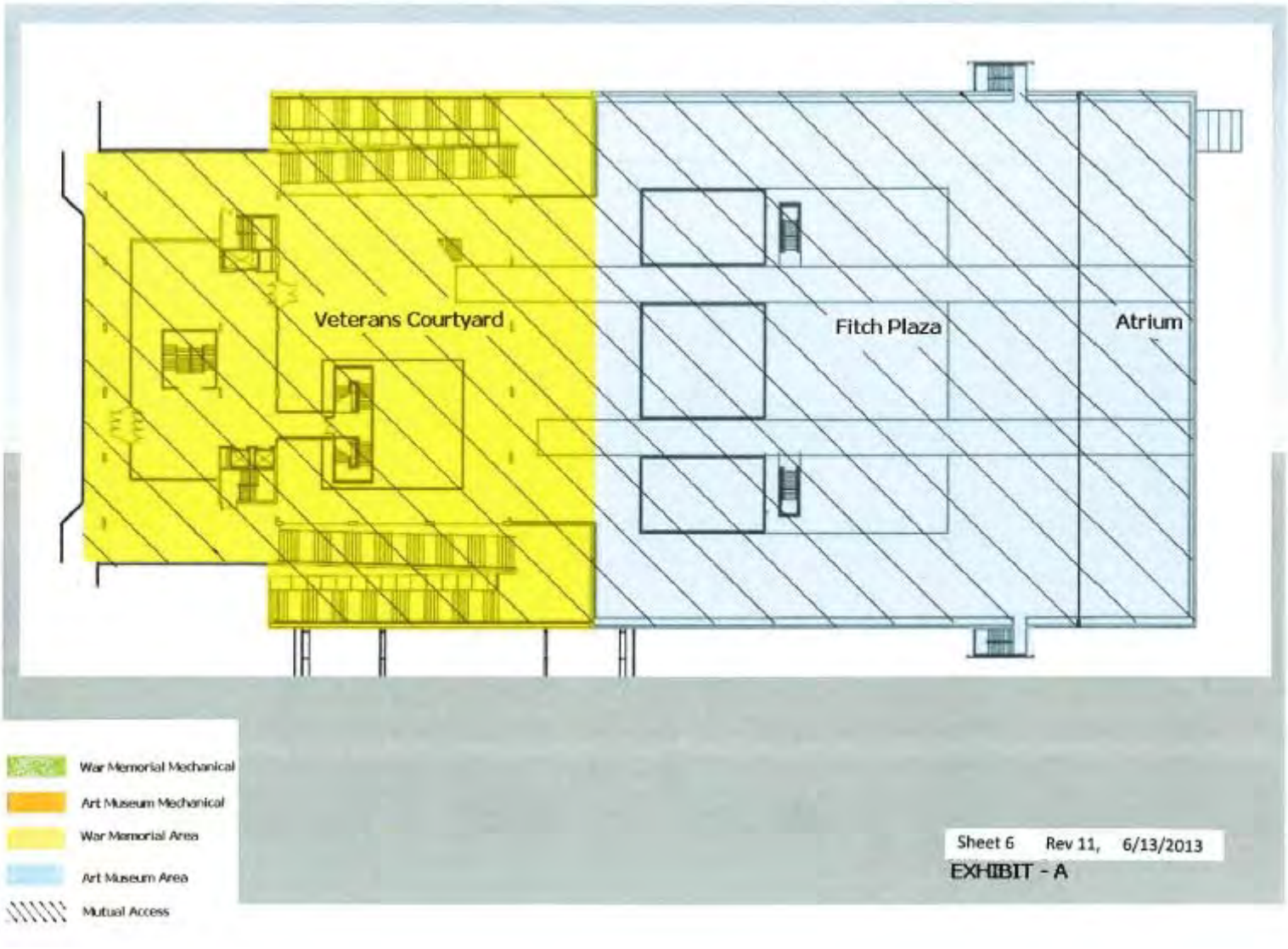


Exhibit D – Hybrid Engineering and Space Allocation Model

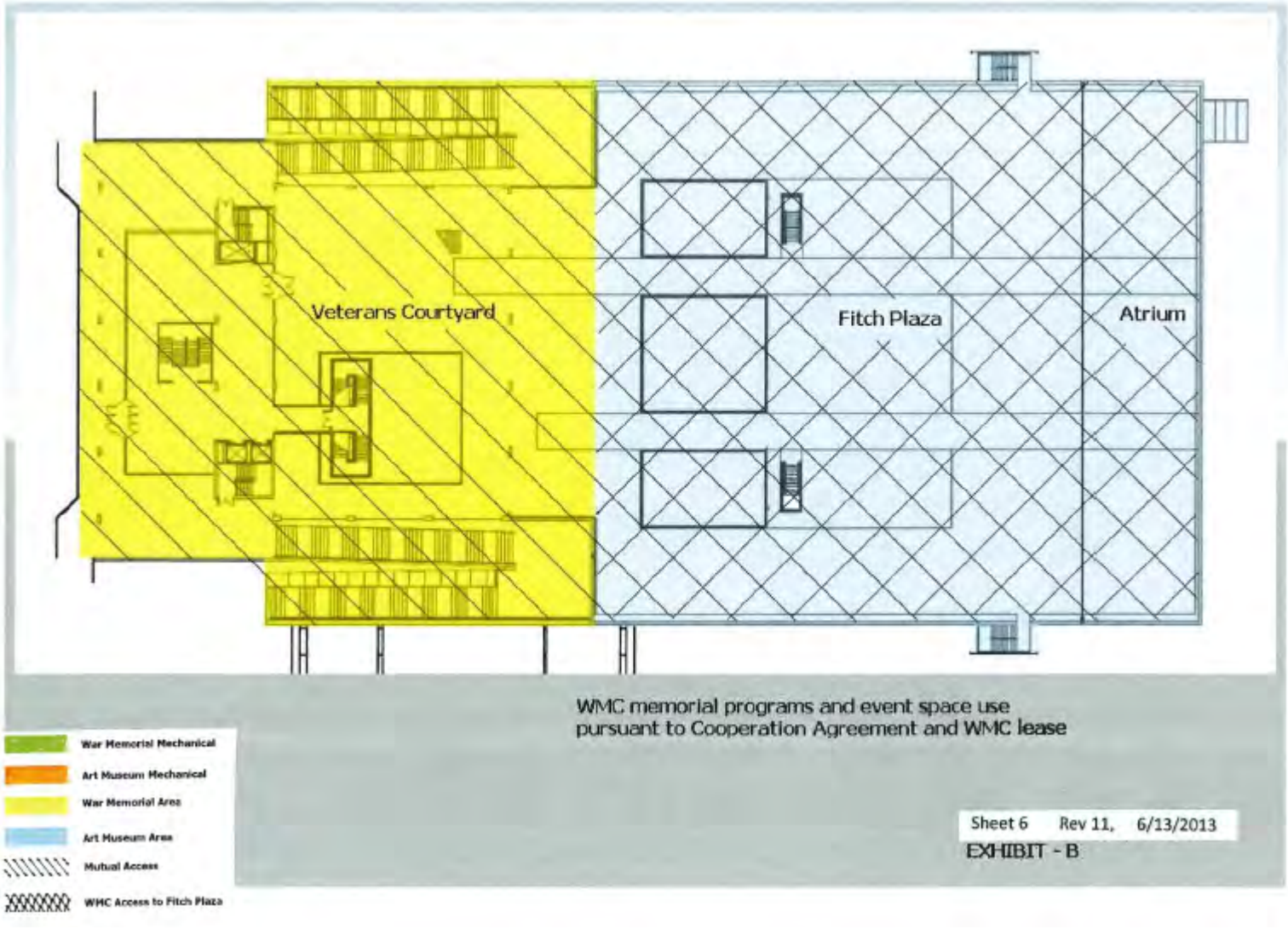


Exhibit D – Hybrid Engineering and Space Allocation Model

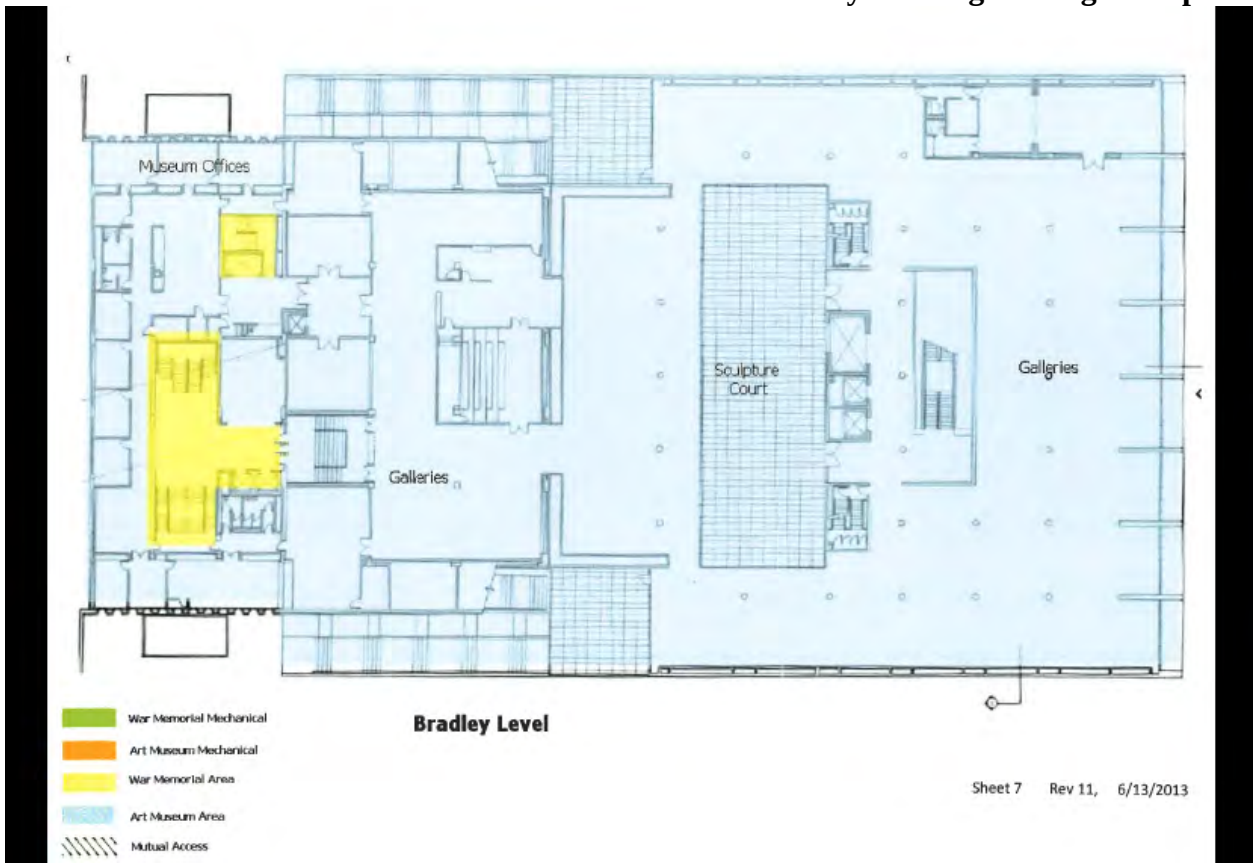


Exhibit D – Hybrid Engineering and Space Allocation Model

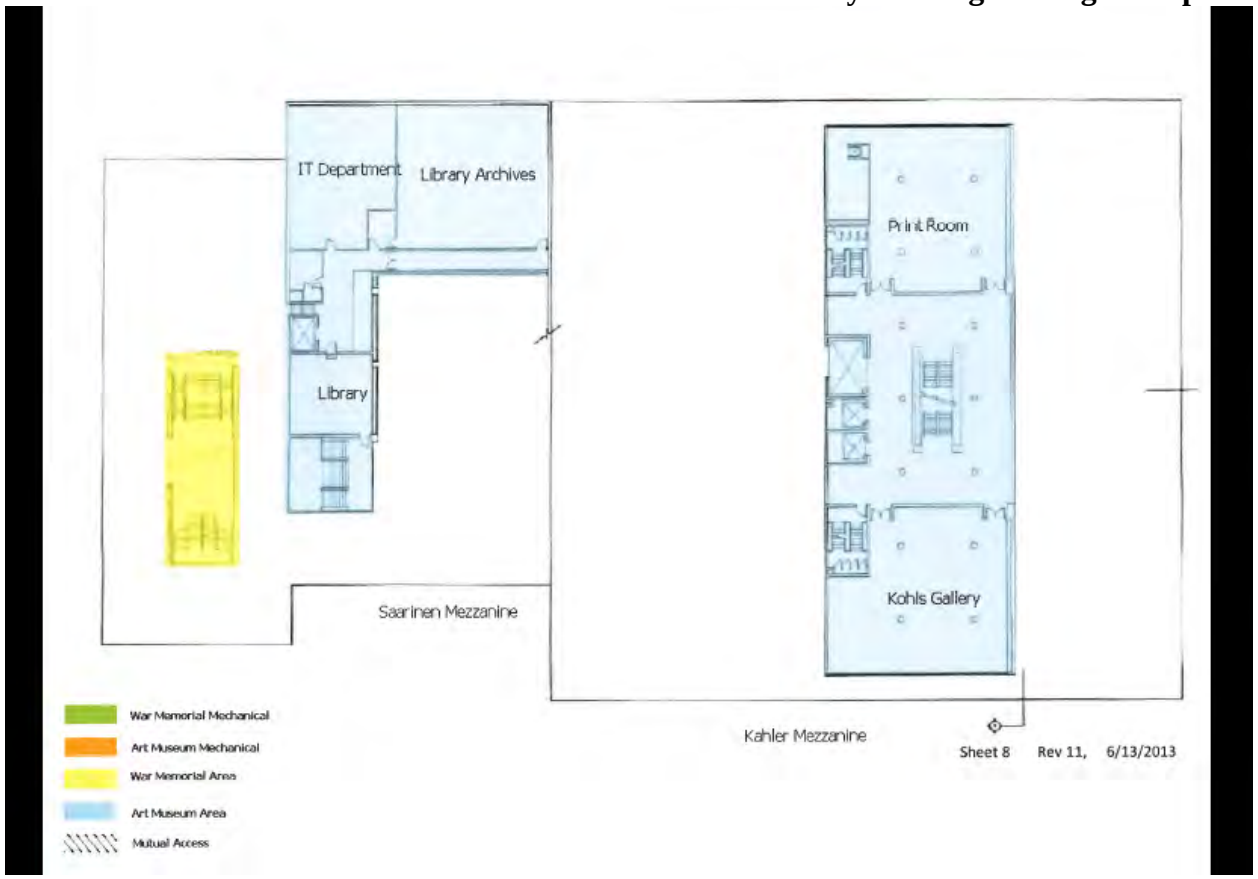


Exhibit D – Hybrid Engineering and Space Allocation Model

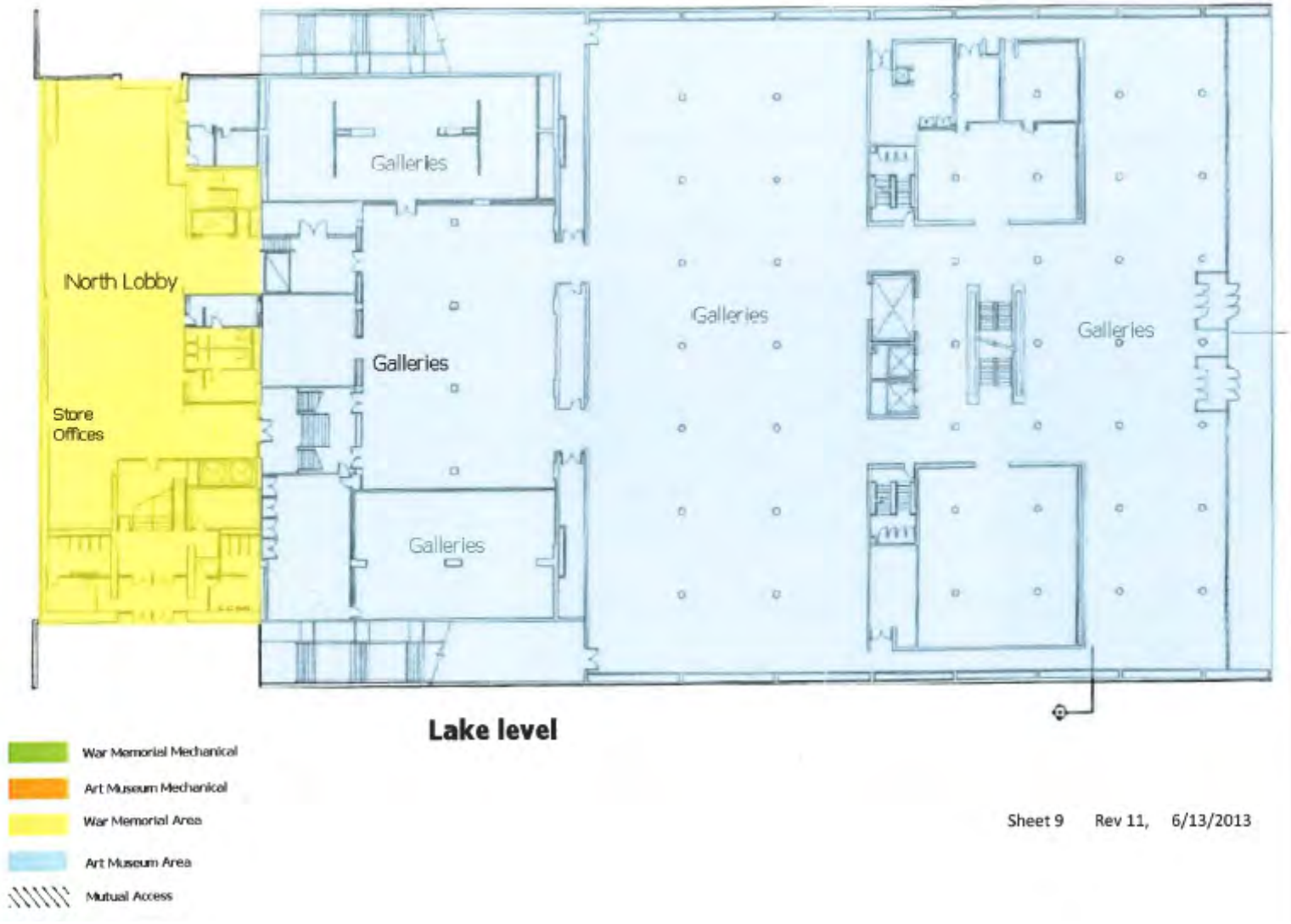


Exhibit D – Hybrid Engineering and Space Allocation Model

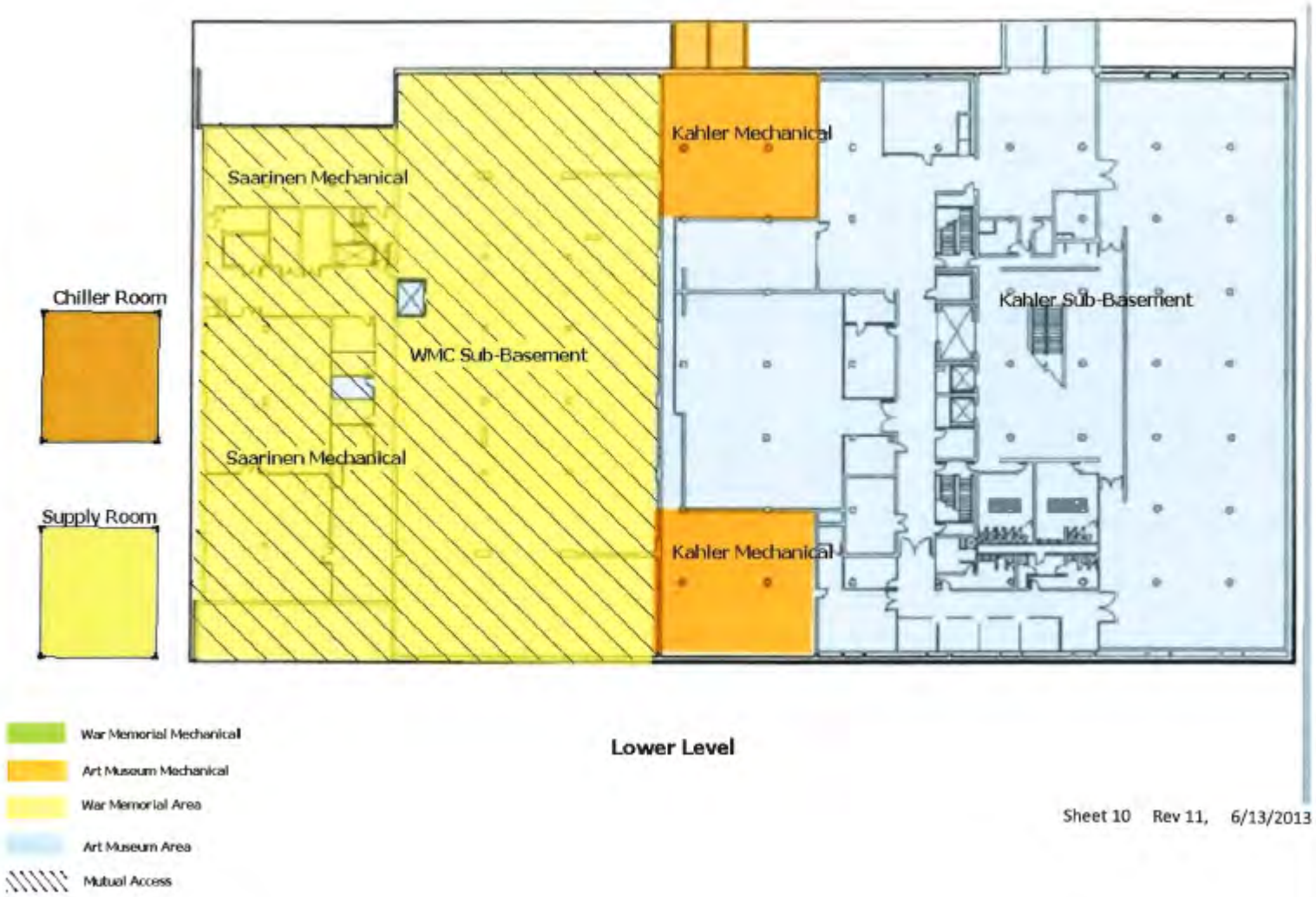


Exhibit D – Hybrid Engineering and Space Allocation Model

Exhibit D – Hybrid Engineering and Space Allocation Model

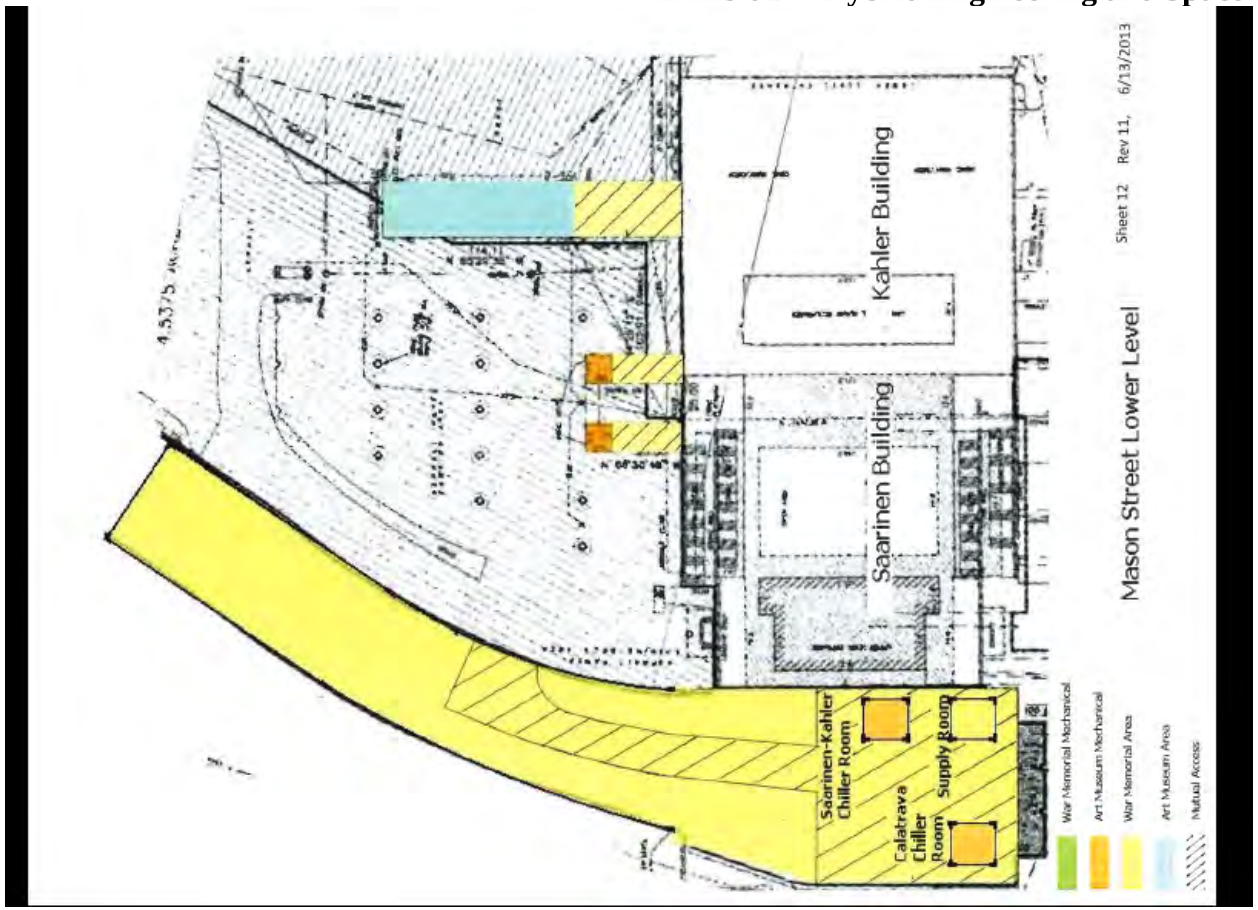
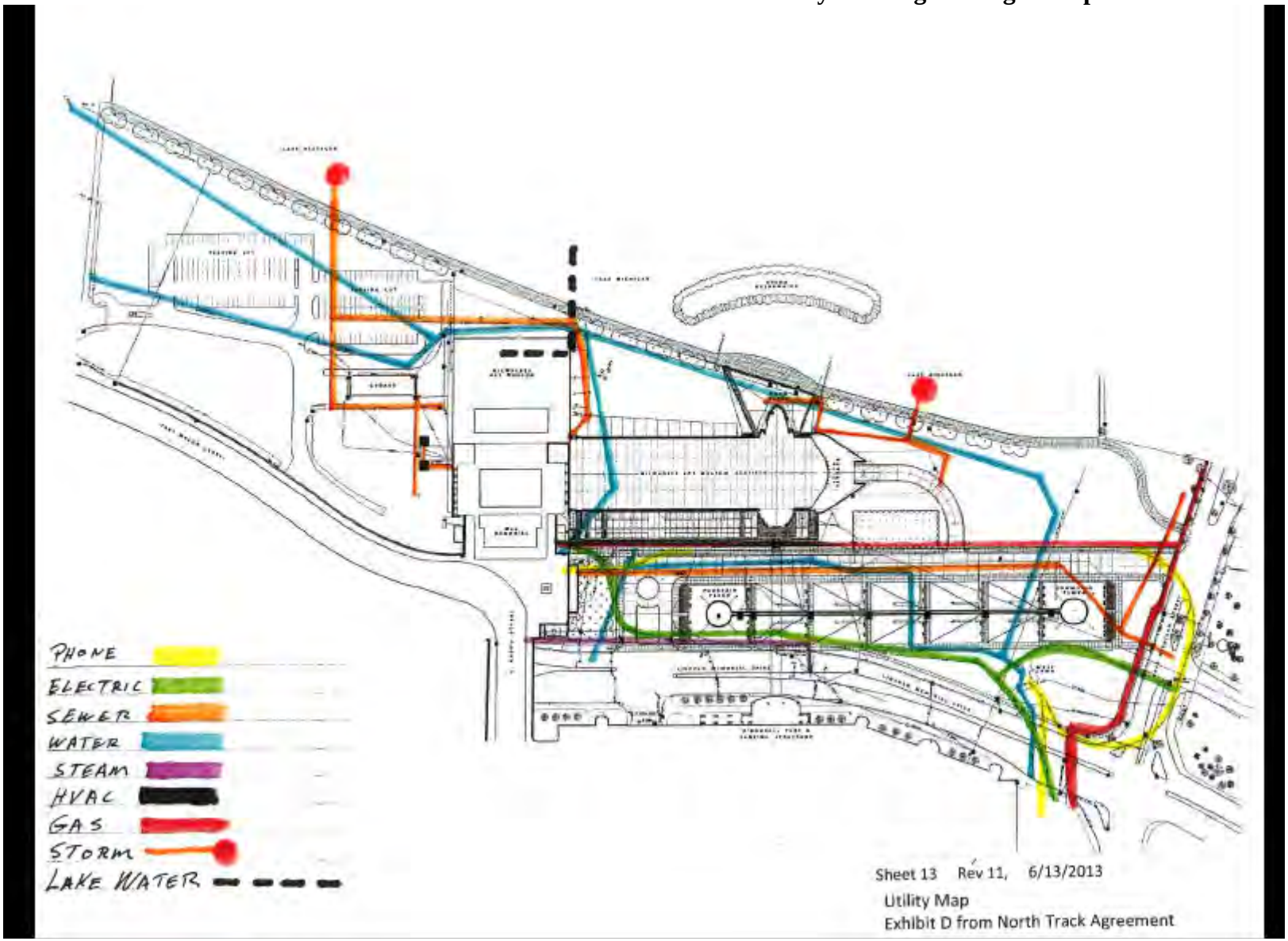


Exhibit D – Hybrid Engineering and Space Allocation Model



NORTH TRACT ACCESS, USE, AND
FUTURE DEVELOPMENT AGREEMENT

THIS NORTH TRACT ACCESS, USE AND FUTURE DEVELOPMENT AGREEMENT ("Agreement") is made as of the ___ day of _____, 2013, by and between MILWAUKEE COUNTY, a governmental subdivision of the State of Wisconsin ("County"), the MILWAUKEE ART MUSEUM, INC. ("Museum"), and the MILWAUKEE COUNTY WAR MEMORIAL, INC. ("WMC") (hereinafter referred individually as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, County is the owner of property shown on Exhibit A, attached hereto and incorporated herein (the "North Tract").

WHEREAS, On even date herewith, County and WMC have entered into that certain lease agreement ("the WMC Lease") pursuant to which County leases certain real property and improvements, including the North Tract, to WMC.

WHEREAS, On even date herewith, County and Museum have entered into that certain lease agreement (the "Museum Lease") pursuant to which County leases certain real property and improvements to Museum (the "Museum Leased Premises").

WHEREAS, On even date herewith, County, Museum, and WMC will enter into a Development Agreement (the "Development Agreement"), which provides for the funding and construction of the Planned Capital Improvements and Museum Improvements (as such terms are defined in the Development Agreement) to the Saarinen Building and Kahler Addition (the Planned Capital Improvements and Museum Improvements are, collectively, the "Project").

WHEREAS, On even date herewith, County, WMC and Museum will enter into a Cooperation Agreement addressing the working relationship between Museum and WMC (the "Cooperation Agreement").

WHEREAS, This Agreement is entered into for the purpose of addressing ingress, egress, maintenance, utility, future development, and related rights and obligations with respect to the North Tract.

AGREEMENT

NOW THEREFORE, In consideration of the 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. INCORPORATION OF RECITALS. The above recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.

2. TERM OF AGREEMENT. This Agreement, and the rights, benefits, and obligations conferred and undertaken hereunder, shall commence on the date hereof and remain in effect for the term of the Museum Lease, as amended, renewed or extended.

3. GRANT OF MUSEUM ACCESS RIGHTS. County as owner, and WMC as tenant, hereby grant and convey to Museum, its officers, agents, employees, invitees, guests, contractors, sublessees, licensees, successors and assigns and members of the public (collectively, the "Museum Beneficiaries"), a nonexclusive right of access on, over, under, and across that portion of the North Tract shown on Exhibit B attached hereto and incorporated herein by this reference (such area being the "Access Area") for (i) pedestrian and vehicular access between the Lincoln Memorial Drive right-of-way and the Museum Leased Premises (including use of Museum's loading dock and passageway and access to the underbridge area), (ii) pedestrian and vehicular access between different parts of the Museum Leased Premises, (iii) pedestrian and vehicular access between the Lakewalk (and other publicly owned property) to the Museum Leased Premises, and (iv) for parking purposes on an as available basis, at then existing rates, as such parking areas exist now or in the future. The Access Area shall be made available to Museum and Museum Beneficiaries on all days and at all times, subject to temporary interruptions reasonably necessary for security emergencies, and for maintenance, repair, replacements and alterations of the Access Area. Neither County nor WMC may exclude Museum from the Access Area, it being the agreement of the parties that the Access Areas will be available to WMC and Museum, both, on a non-exclusive basis. It is acknowledged that the Access Area may be relocated or reconfigured to accommodate future development of the North Tract pursuant to Section 9 of this Agreement.

4. CONSTRUCTION ACCESS RIGHTS.

(a) During the period of construction of the Project, County as owner reserves, and WMC as tenant acknowledges, a temporary construction right of access for County and Museum on, over and across that portion of the North Tract identified on Exhibit C attached hereto and incorporated herein by this reference (such area being the "Construction Area") for the purpose of transporting and staging equipment and materials in connection with the construction of the Project. The construction access reserved by County for County and Museum pursuant to this Section 4 shall expire upon completion of construction of the Project.

(b) The Parties anticipate that construction activities associated with construction of the East Atrium Addition (as defined in the Development Agreement) may interfere with the use of portions of the WMC's facilities and cause those facilities to be unusable for a temporary period until construction is complete. Museum will reimburse WMC for reasonable event and parking revenues lost, if any, by the WMC as a result of Museum's use of the Construction Area for the construction of the East Atrium Addition. With respect to loss of parking revenue, if any, the amount of such loss shall be determined by the then prevailing monthly per spot rate (for the first six months and the daily per spot rate thereafter) for each parking space shown to be normally in use that is not usable as a result of Museum's use of the Construction Area for the construction of the East Atrium Addition. With respect to loss of event revenue, if any, the amount of such loss shall be determined by the average net revenue generated by WMC for the same time period during the prior two (2) years that such an event loss is claimed as a result of Museum's use of the Construction Area for the construction of the

East Atrium Addition. For purposes of clarification, Museum shall have no liability to WMC or County for revenues lost as a result of the construction or implementation of those components of the Project other than the East Atrium Addition, or for costs or expenses (if any) related to staging areas outside of the Construction Area that may be required for use during the construction of the Project.

(c) County and Museum will use commercially reasonable efforts to minimize the impact of construction and staging activities on the WMC's operations, including, without limitation, the WMC's parking facilities on the North Tract and the ingress / egress of traffic and pedestrians. Any physical damages to the North Tract in connection with construction of the Project (including landscaping restoration) will be repaired and paid for by County or Museum in accordance with the allocation of responsibility set forth in the Construction Budget exhibit to the Development Agreement.

5. UTILITY ACCESS RIGHTS. County as owner reserves, and WMC as tenant acknowledges, the right of County to install such underground utility infrastructure (including without limitation, gas, electricity, steam, water, and sewer) on, over, across and under the North Tract in the area of the existing utility corridors shown on Exhibit D, attached hereto and made a part hereof, as may be desired by County in connection with the Project. If additional utility infrastructure areas are required outside of such existing utility corridor areas, such additional utility infrastructure areas shall be made available to County without cost or expense to County or Museum and subject to WMC approval, which shall not be unreasonably withheld, conditioned, or delayed. All utility infrastructure existing on the North Tract, whether on or after the date of this Agreement, shall be the responsibility of County pursuant to Section 7, below.

6. MAINTENANCE OF NORTH TRACT ACCESS ROADS AND WALKWAYS.

County and WMC shall be responsible for the maintenance, repair and replacement of the access roads, parking lots, and walkways located within the Access Area (the "Access Roads and Walkways") to keep the same in good condition and repair, and WMC shall be responsible for keeping the Access Roads and Walkways free of snow, mud, ice, refuse, garbage, holes and breaks in pavement (any such work being the "Access Area Maintenance Work") in accordance with the allocation of such responsibilities between County and WMC set forth in the WMC Lease. All Access Area Maintenance Work shall be done in a good and workmanlike manner. All such work shall be conducted to ensure compliance with applicable codes and ordinances as well as the quiet enjoyment and safety of WMC, Museum, and their respective invitees.

7. MAINTENANCE OF NORTH TRACT UTILITIES.

(a) County shall be solely responsible for maintaining, repairing, replacing, and/or relocating the utility infrastructure located on the North Tract, whether on or after the date of this Agreement, in good condition and repair, in accordance with all applicable governmental rules, ordinances and regulations, as well as sound engineering practices ("Utility Maintenance Work").

(b) In the event County fails to perform any Utility Maintenance Work of a non-emergency nature for which it is responsible pursuant to subparagraph (a) above, which

failure continues for more than thirty (30) days after County's receipt of written notice thereof from either WMC or Museum, such notifying Party shall have the right, but not the obligation, to: (i) perform such obligations as are necessary to restore the subject utilities to good condition and repair; (ii) perform any Utility Maintenance Work; (iii) expend such funds as are reasonably necessary for any Utility Maintenance Work; and (iv) submit an itemized invoice (an "Invoice") to County for the cost of the reasonably expended funds in connection with any such Utility Maintenance Work performed by such Party as aforesaid, and County shall pay the same. Notwithstanding the foregoing, if in the reasonable judgment of the notifying Party, an emergency which threatens imminent loss of life or damage to the leasehold premises and/or property of the notifying Party, the notifying Party shall use reasonable efforts to contact County to advise of such emergency, and if County fails to commence the cure of such emergency within a reasonable time under the circumstances, then the notifying Party may promptly cure such emergency, and County shall pay the reasonable costs thereof

8. ALTERATIONS AND IMPROVEMENTS. Subject to the terms of this Agreement and the Cooperation Agreement, WMC and Museum shall make no alterations to the location or configuration of the Access Roads and Walkways without the prior written approval of the Parties hereto, which approval shall not be unreasonably withheld, conditioned or delayed.

9. FUTURE DEVELOPMENT OF THE NORTH TRACT.

(a) Any future development on the North Tract by WMC (except for the Planned Capital Improvements and Museum Improvements, which are subject to the Development Agreement) will be subject to the prior written approval of the County, Museum, and all other approvals to the extent required by law. If any WMC development on the North Tract results in a loss of parking spaces and/or access to Museum, WMC shall grant Museum rights to equivalent replacement parking and access. Any proposed development by WMC which is approved by Museum and County may be subject to such reasonable conditions as Museum and the County may require, including but not limited to, compensation for lost revenue and rights relinquished, expenses incurred and/or equivalent parking spaces for Museum as a result of access and/or parking spaces lost. WMC shall be responsible for the costs of relocating or reconfiguring the Access Area or Utility Area necessitated by any future development of the North Tract proposed by WMC.

(b) Any future development on the North Tract by the Museum (except for the Planned Capital Improvements and Museum Improvements, which are subject to the Development Agreement) will be subject to the prior written approval of the County, WMC, and all other approvals to the extent required by law. If any Museum development on the North Tract results in a loss of parking spaces and/or access to WMC, Museum shall grant WMC rights to equivalent replacement parking and access. Any proposed development by Museum which is approved by WMC and County may be subject to such reasonable conditions as WMC and the County may require, including but not limited to, compensation for lost revenue and rights relinquished, expenses incurred and/or equivalent parking spaces for WMC as a result of access and/or parking spaces lost. Museum shall be responsible for the costs of relocating or reconfiguring the Access Area or Utility Area necessitated by any future development of the North Tract proposed by Museum.

10. INSURANCE/LIMITATION OF LIABILITY.

(a) Limitation of Liability. County's liability shall be limited in accordance with Wisconsin Statutes Section 345.05(3), Municipal Liability for Motor Vehicle Accidents, Wisconsin Statutes Section 893.80(3) and 893.80(4), Claims Against Governmental Bodies or Officers, Agents or Employees; Notice of Injury; Limitation of Damages and Suits and Section 895.04(4), Plaintiff in Wrongful Death Action.

(b) County Insurance. County shall purchase and maintain policies of insurance to cover liabilities and costs as may arise from tort, statutory and worker's compensation claims in connection with this Agreement, and for all risks to utilities or other improvements owned by County which are located on the North Tract. Such coverage shall be in an amount equal to the full replacement value of all such improvements. WMC and Museum shall be named as additional insureds on the policies. A thirty (30) day written notice of cancellation, non-renewal or material change shall be afforded to Museum and WMC. The insurance shall be placed with an A-rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Museum and WMC. A certificate of insurance shall be submitted for review on request to Museum and WMC for each successive period of coverage for the duration of this Agreement.

(c) WMC and Museum Insurance. WMC and Museum shall separately purchase and maintain policies of insurance to cover liabilities and costs as may arise from tort, statutory and worker's compensation claims as required under the WMC Lease or the Museum Lease, as the case may be. WMC and Museum shall name each other and County as an additional insureds on any commercial general liability policies they may carry. A thirty (30) day written notice of cancellation, non-renewal or material change shall be afforded to the other Parties to this Agreement. The insurance specified above shall be placed with an A-rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance or such other person as may be appropriate. Waivers may be granted when surplus lines and specialty carriers are used. A certificate of insurance shall be submitted for review on request to the County.

11. DEFAULT; REMEDIES. In the event of any dispute arising under this Agreement (including, without limitation, disputes regarding future development of the North Tract pursuant to Section 9 of this Agreement, any conditions to future development of the North Tract imposed by a Party hereto, compensation for lost revenue and determination of fair market compensation for rights relinquished by a Party to accommodate future development of the North Tract) or if any Party fails to duly and fully observe or perform any covenant, condition, or agreement on its part to be observed or performed pursuant to this Agreement, and such failure continues for thirty (30) days after notice from any Party hereto, 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.

12. INDEMNITY. Subject to Section 10(a), above, each Party (the "Indemnitor") agrees to indemnify and hold the other Parties (each of the other Parties an "Indemnified Party") harmless from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees) imposed upon, incurred by, or asserted against each Indemnified Party by a third party to the extent caused by: (i) the failure by the Indemnitor to duly and fully perform or comply with each and all of the terms of this Agreement; or (ii) any negligent act or omission by Indemnitor or any of its agents or contractors in the performance of Indemnitor's obligations under this Agreement. If any action, suit, or proceeding is brought against an Indemnified Party by reason of any such occurrence, then the Indemnitor, upon request of the Indemnified Party, shall, at the sole cost and expense of the Indemnitor, defend such action, suit, or proceeding.

13. REPRESENTATIONS.

(a) County represents and warrants that it is the owner of the North Tract and has full and complete authority to enter into this Agreement. County further represents and warrants that it has taken all actions necessary as a prerequisite for the execution of this Agreement and that upon the execution of this Agreement, the obligations of the Parties hereunder shall be valid and binding.

(b) Museum and WMC each individually represent and warrant that they have complete authority to enter into this Agreement. Museum and WMC each individually further represent and warrant that they have taken all actions necessary as a prerequisite for the execution of this Agreement and that upon the execution of this Agreement, the obligations of Museum and WMC hereunder shall be valid and binding.

14. NO THIRD PARTY BENEFICIARY. All of the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns. No third Party, other than such successors and assigns, shall be entitled to enforce any or all of the terms of this Agreement or shall have rights hereunder whatsoever.

15. 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 the County: Milwaukee County Department of Public Works
Attn: Director
901 North Ninth Street
Courthouse, Room 303
Milwaukee, WI 53233

With a copy to:	Milwaukee County Office of the Corporation Counsel Attn: Corporation Counsel 901 North Ninth Street Courthouse, Room 303 Milwaukee, WI 53233
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, Suite 3300 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

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) 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.

(c) Public Trust. Use of the North Tract is subject to County's reservation of the right for all unenclosed portions to be used by the public for the uses allowed by the public trust doctrine and the lake bed grants. All such public uses shall be subject to reasonable rules and

regulations and shall be in addition to the rights of the public to use and enjoy facilities located on the North Tract at such times as those facilities are open for business.

(d) No Rights in Public; No Implied Easements. Subject to subparagraph (c) above, nothing contained in this Agreement shall be deemed to constitute a dedication of the North Tract, or any portion or portions thereof, to the general public, or to be construed to create any rights in or for the benefit of any person not a Party to this Agreement or the respective successors and assigns of a Party. No easements shall be implied by this Agreement.

(e) Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Wisconsin.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) Authorization. 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.

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

(m) Amendments. This Agreement may not be amended, changed, altered or modified except in writing signed by all of the Parties.

This Agreement is made as of the date first above written.

COUNTY:
Milwaukee County

_____
Chris Abele, County Executive

Approved for execution:

_____
Kimberly Walker, Corporation Counsel

MUSEUM:
Milwaukee Art Museum

_____
Kenneth C. Krei, President

_____
Daniel Keegan, Director

_____
Raymond R. Krueger, Chairman of the Board of Trustees

WMC:
Milwaukee County War Memorial, Inc.

_____
Michael M. Berzowski, Chairman
War Memorial Center Facilities Board

_____
George Gaspar, Chairman
War Memorial Corporation Board

EXHIBIT A

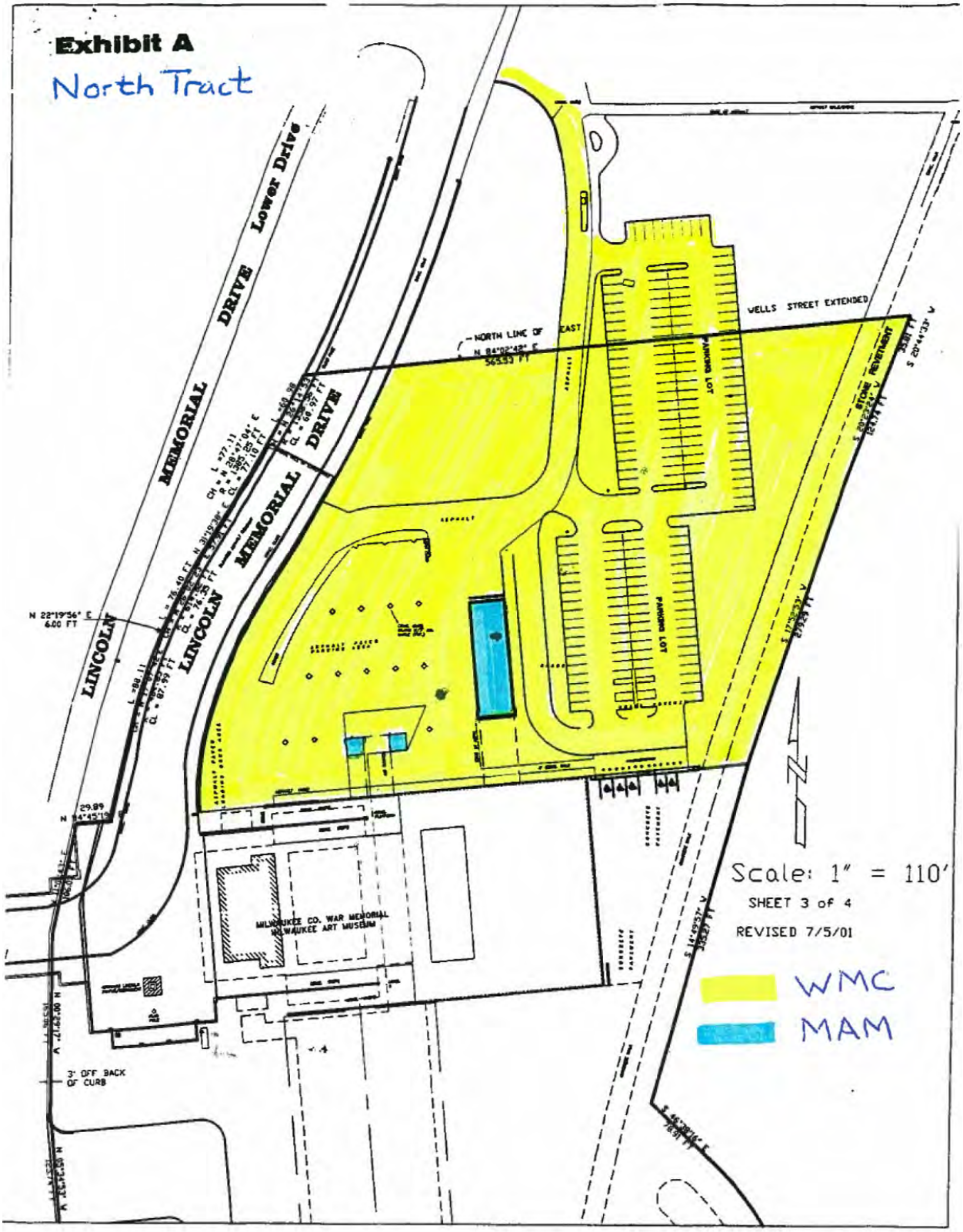


Exhibit A
North Tract
LINCOLN MEMORIAL DRIVE
Lower Drive
WELLS STREET EXTENDED
NORTH LINE OF
EAST
PARKING LOT
N 22°19'36" E
6.00 FT
MILWAUKEE CO. WAR MEMORIAL
MILWAUKEE ART MUSEUM
3' OFF BACK OF CURB
Scale: 1" = 110'
SHEET 3 of 4
REVISED 7/5/01
WMC
MAM

EXHIBIT B

ACCESS AREA

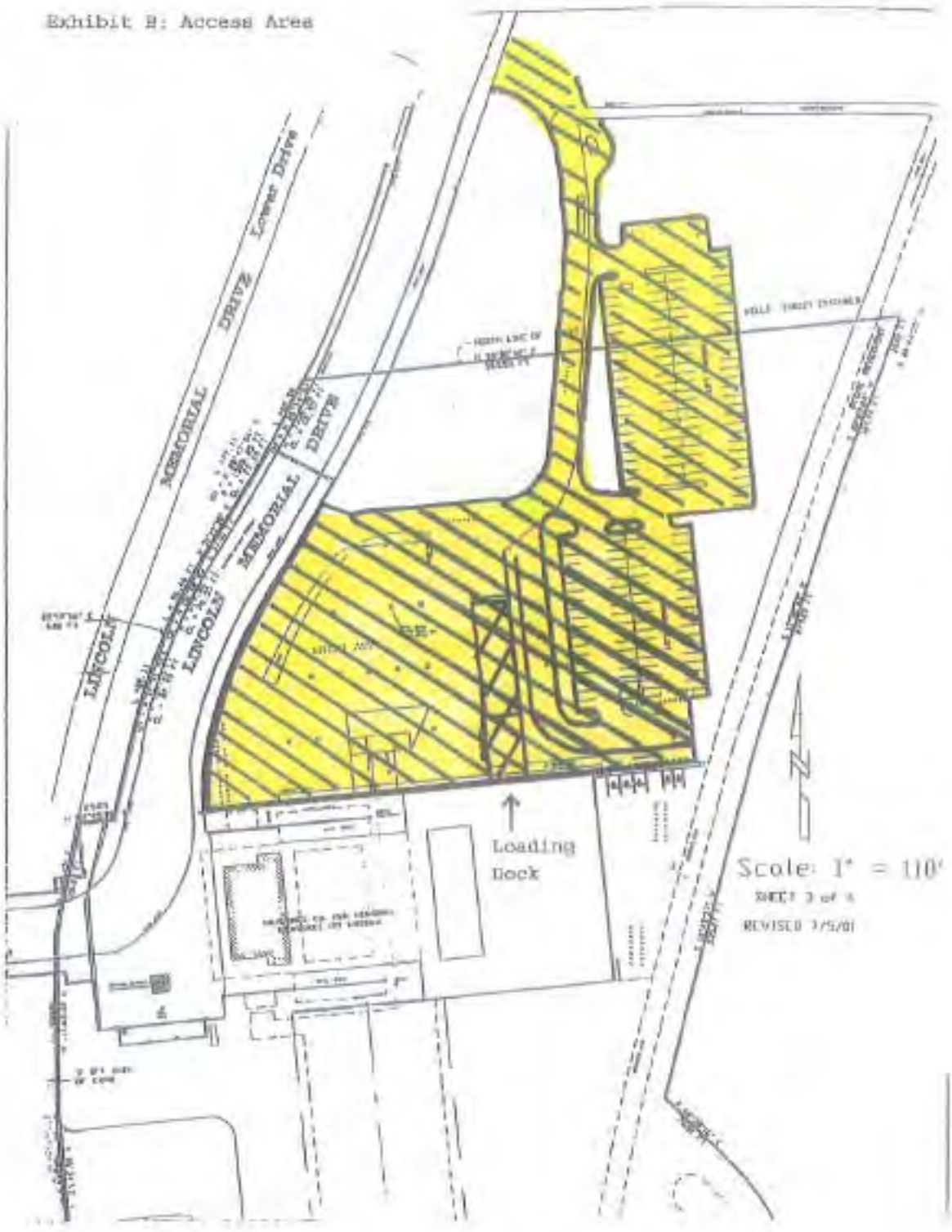
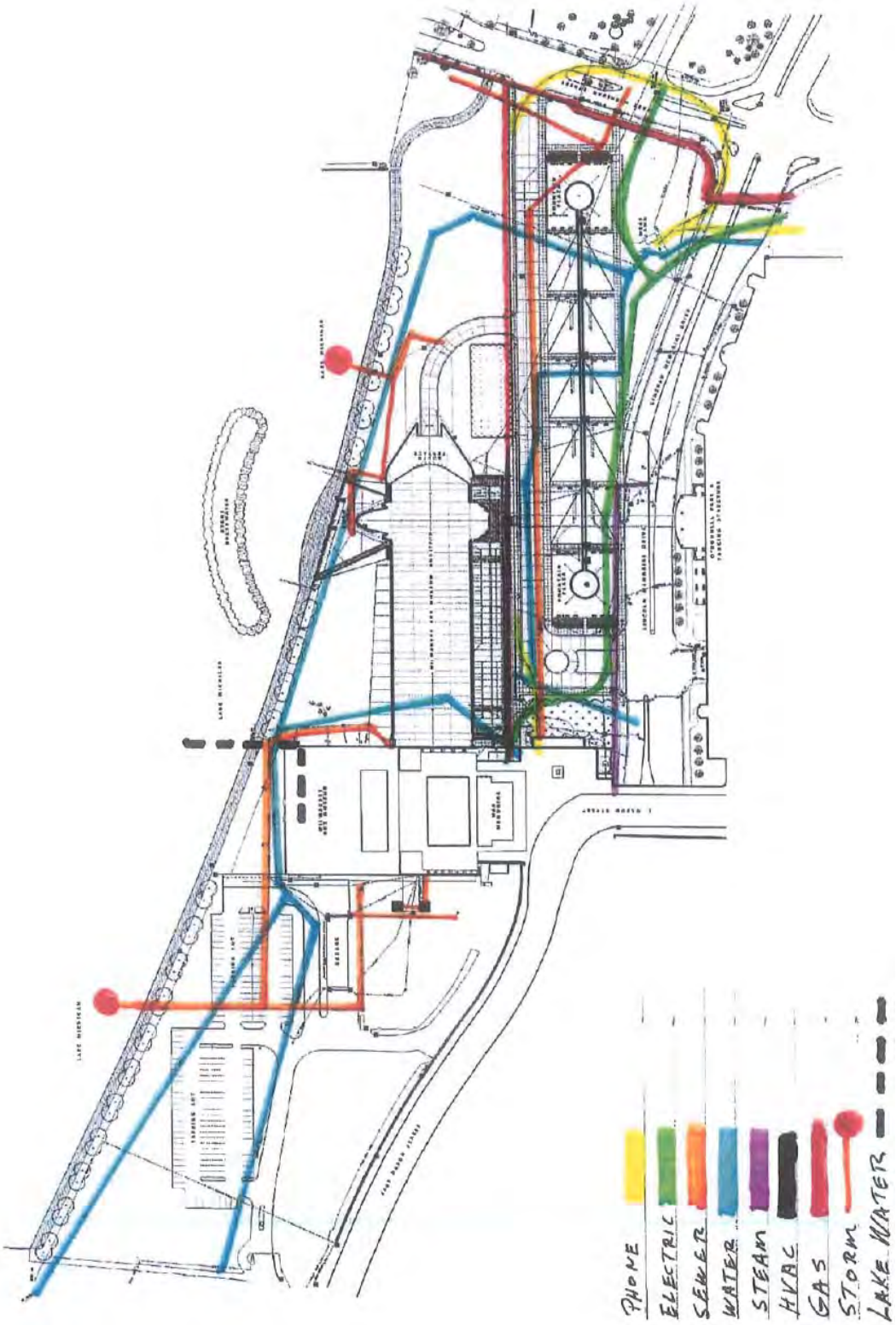


EXHIBIT C

CONSTRUCTION AREA

EXHIBIT D

UTILITY AREA



Milwaukee County War Memorial Center 5 - Year Cost Allocation
Updated June 27, 2013

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	Site Work										
1.1	Mechanical Chamber: West (replace)	$85,000	$3,000		$82,000						
1.2	Mechanical Chamber: East (repair)	$10,000									$10,000
1.3	Underground Connection Shafts to Air Chambers	$15,000			$15,000						
1.4	Loading Dock: Repair deck & Walls. New roof membrane.	$435,000	$5,000				$430,000				
1.6	Asphalt Paving: Pave, repair, seal - Allowance	$475,000	$75,000				$100,000		$200,000		$100,000
	Total Site Work	**$1,020,000**	$83,000	$0	$97,000	$0	$530,000	$0	$200,000	$0	$110,000
	Building Exterior Envelope										
2.1	Expansion Joints @ Mason: Replace	$87,000			$87,000						
2.2	Repair Copper Cladded Ledges @ Wall Face	$51,000							$51,000		
2.3	Replace WMC Main Built-up Roof	$440,000					$40,000		$400,000		
2.4	Replace WMC Penthouse Roof	$48,000					$48,000				
2.5	Exterior Wall Granite: Tuck pointing, selective removal, waterproof membrane, and flashing	$381,000	$381,000								
2.55	Allowance for window replacements (in granite areas)	$125,000	$125,000								
2.6	Courtyard EIFS repair & refurbish	$20,000			$20,000						
2.7	Exterior Wall Concrete: Sealing & Repairs	$241,000	$70,000		$65,000		$50,000				$56,000
2.8	Exterior Walls Metal Siding: Replace, with roofs	$21,000					$21,000				
2.10	WMC South, East, & West Entrance Assemblies	$217,000					$90,000		$127,000		
2.13	Veterans Courtyard: Replace concrete slabs, repair structure, replace waterproof membrane (Including lighting)	$750,000			$750,000						
2.14	Supervisory Engineer	$125,000	$50,000		$30,000		$25,000		$20,000		
2.16	Building Exterior Caulk/Sealants Work	$45,000	$25,000		$20,000						
	Total Building Exterior Envelope	**$2,551,000**	$651,000	$0	$972,000	$0	$274,000	$0	$598,000	$0	$56,000

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	Exterior Stairs										
3.1	Veterans Courtyard Enclosed Stairway (Bird Cage): Replace	$884,000					$884,000				
3.2	Veterans Courtyard Open Stairway: Replace	$120,000					$120,000				
3.4	South Stair: Veterans Courtyard to South Entrance: Repair	$245,000			$245,000						
	Total Exterior Stairs	**$1,249,000**	$0	$0	$245,000	$0	$1,004,000	$0	$0	$0	$0
	General Building Exterior										
4.1	Exterior Light Fixtures: Selected Replacements	$50,000	$50,000								
4.2	Steel Rails War Memorial Rooftop: Refurbish and/or repair	$60,000					$60,000				
	Total General Exterior	**$110,000**	$50,000	$0	$0	$0	$60,000	$0	$0	$0	$0
	Concrete & Structural										
5.1	Spalled & Delaminated Concrete - Cantilever Overhangs	$26,800	$19,000								$7,800
5.2	Spalled & Delaminated Concrete Walls - Cantilever Overhangs	$82,700	$37,000								$45,700
5.3	Concrete Damage at Column Bases	$36,300	$20,000								$16,300
5.4	Expansion Joint @ South Exterior Stairs	$13,000			$13,000						
5.5	Concrete Deterioration - South Canopy	$13,700	$13,700								
5.6	Concrete Deterioration - North Canopy	$9,159	$9,159								
5.7	Clay Tile Deterioration - West wall by Mason Street Bridge	$72,600	$15,000								$57,600
5.8	Interior Cracked Columns - Added columns at sub-basement (if minor)	$4,300	$4,300								
5.9	CRITICAL - Interior Cracked Columns - Investigative Work (If major)	$40,000	$40,000								
5.10	Interior - Concrete Deterioration below stairs	$5,700	$5,700								
5.11	Delaminating & Spalls on Roof Slabs: Cost if moderate	$58,400	$8,000				$50,400				
5.12	Delaminating & Spalls on Roof Slabs: Cost if extensive	$20,000									$20,000
5.13	Interior Concrete - Below Expansion joint between Saarinen & Kahler	$73,700			$73,700						
5.14	Interior Concrete - Below Expansion joint if more extensive	$20,000									$20,000
5.15	Design & Supervisory Engineer	$115,000	$78,000		$25,000		$12,000				
5.16	Leaks in Walls of Duct Space & Air Tunnels	$25,000					$25,000				
5.17	Concrete & Structural - Unidentified Work Allowance	$250,000			$50,000		$50,000		$75,000		$75,000
	Total Concrete & Structural	**$866,359**	$249,859	$0	$161,700	$0	$137,400	$0	$75,000	$0	$242,400

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	HVAC Systems										
	East Building (Kahler)										
6.1	Replace AHU-1 & 2, RF-1 & 2	$1,200,000			$1,200,000						
6.2	Replace VAV Units	$450,000			$450,000						
6.3	Replace Pneumatic Controls With DDC	$125,000			$125,000						
6.4	Replace Liner in Main SA & RA Ducts (Duct replacements NOT included)	$30,000			$30,000						
6.5	West Window & Door Replacement, Baseboard HVAC Upgrade	$200,000			$200,000						
6.6	Insulate Underside of Stairs & Landings at North & South	$60,000			$60,000						
	West Building (Saarinen)										
6.7	Rezone AHU-1 & 2, add new AHU	$375,000			$375,000						
6.8	Replace Pneumatic Controls with DDC, Museum Levels	$50,000			$50,000						
6.9	Separation Wall Upgrade, between humidified & unhumidified areas	$145,000			$145,000						
6.10	Exterior Wall Insulation in Humidified Areas	$50,000			$50,000						
	Other HVAC										
6.11	Supplemental Air Quality Testing - Allowance	$25,000			$25,000						
6.12	Building Automation Upgrade (Total facility)	$50,000			$50,000						
6.13	Removal of damaged insulation or other materials - Allowance	$20,000			$20,000						
6.14	HVAC Engineering	$70,000	$70,000								
6.15	Other moisture related work w/in HVAC scope - Allowance	$75,000			$75,000						
	Note: Replacement Ducts and related work NOT included in any areas										
	Total HVAC Systems	**$2,925,000**	$70,000	$0	$2,855,000	$0	$0	$0	$0	$0	$0
	General Building Interior										
7.1	Rest Rooms: Renovate (2) restrooms near south entry	$110,000					$110,000				
	Total General Interior	**$110,000**					$110,000				
	Elevators										
8.1	Hydraulic Elevators, 4 & 6 Stop: Rebuild and/or refurbish - (5) total	$525,000	$50,000		$100,000		$150,000		$225,000		
8.2	Traction Elevators, 7 Stop : Inspect & update (2) Total	$40,000					$40,000				
	Total Elevator	**$565,000**	$50,000	$0	$100,000	$0	$190,000	$0	$225,000	$0	$0
	Electrical Systems										
9.1	System Costs Per Reserve Advisor Allowance	$200,000			$50,000		$68,000		$82,000		
9.2	Emergency Generator - Replace	$116,000					$116,000				
9.3	Life Safety Systems - Update systems & related device replacements	$425,000	$275,000		$150,000						
	Total Electrical Systems	**$741,000**	$275,000	$0	$200,000	$0	$184,000	$0	$82,000	$0	$0

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	MAM Basement Renovation										
10.1	Demo	$30,000				$30,000					
10.2	MEP demo in ceilings	$30,000				$30,000					
10.3	Floor refinish	$109,000						$109,000			
10.4	New gyp partitions	$39,000				$20,000		$19,000			
10.5	Paint exposed ceiling & walls	$48,000						$48,000			
10.6	Misc finishes patching, detailing, etc.	$25,000				$10,000		$15,000			
10.7	Mechanical re-fit - exposed	$175,000				$75,000		$100,000			
10.8	Electrical	$73,000				$30,000		$43,000			
		$529,000				$195,000		$334,000			
	MAM 1st Floor Renovation										
	Kahler Building										
11.1	Demo	$68,000				$68,000					
11.2	MEP demo in ceilings	$68,000				$68,000					
11.3	Demo & renovation @ tie-in to original bldg	$96,000				$70,000		$26,000			
11.4	Floor refinish	$254,000						$254,000			
11.5	New gyp ceiling	$338,000				$100,000		$238,000			
11.6	New gyp museum partitions	$194,000				$40,000		$154,000			
11.7	Misc finishes patching, detailing, etc.	$146,000				$50,000		$96,000			
11.8	Mechanical re-fit	$474,000				$120,000		$354,000			
11.9	Electrical & New lighting track	$271,000				$70,000		$201,000			
		$1,909,000				$586,000		$1,323,000			
	Saarinen										
11.10	Demo	$30,000				$30,000					
11.11	MEP demo in ceilings	$30,000				$30,000					
11.12	New custom luminous ceiling	$290,000						$290,000			
11.13	New gyp museum partitions	$46,000				$20,000		$26,000			
11.14	Misc finishes patching, detailing, etc.	$25,000				$5,000		$20,000			
11.15	Mechanical re-fit	$175,000				$45,000		$130,000			
11.16	Electrical & New lighting track	$88,000				$40,000		$48,000			
		$684,000				$170,000		$514,000			

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	MAM 2nd Floor Renovation										
	Kahler Building										
12.1	Demo	$46,000				$46,000					
12.2	MEP demo in ceilings	$46,000				$46,000					
12.3	Demo & renovation @ tie-in to original bldg	$96,000				$60,000		$36,000			
12.4	Floor refinish	$175,000						$175,000			
12.5	New gyp ceiling	$232,000				$80,000		$152,000			
12.6	New gyp museum partitions	$194,000				$45,000		$149,000			
12.7	Misc finishes patching, detailing, etc.	$146,000				$30,000		$116,000			
12.8	Build-out of new restroom & café space	$203,000				$60,000		$143,000			
12.9	Reno of existing 'Founders Rm' space	$117,000				$50,000		$67,000			
12.10	Mechanical re-fit	$326,000				$130,000		$196,000			
12.11	Electrical & New lighting track	$186,000				$50,000		$136,000			
		$1,767,000				$597,000		$1,170,000			
	Saarinen Building										
12.11	General construction & flooring @ office	$92,000				$40,000		$52,000			
12.12	Demo	$5,000				$5,000					
12.13	MEP demo in ceilings	$5,000				$5,000					
12.14	New custom luminous ceiling	$134,000				$30,000		$104,000			
12.15	New gyp museum partitions	$46,000				$21,000		$25,000			
12.16	Misc finishes patching, detailing, etc.	$25,000				$15,000		$10,000			
12.17	Mechanical re-fit	$30,000				$18,000		$12,000			
12.18	Mechanical new distribution @ office space	$84,000				$40,000		$44,000			
12.19	Electrical & New lighting track	$39,000				$20,000		$19,000			
		$460,000				$194,000		$266,000			
	MAM Le Vine Gallery Enclosure										
13.1	Demo	$48,000				$48,000					
13.2	Structural reinf of existing	$68,000				$45,000		$23,000			
13.3	New structure	$366,000				$110,000		$256,000			
13.4	Fireproofing of steel structure	$25,000						$25,000			
13.5	New gallery fit-out & tie-in	$484,000				$120,000		$364,000			
13.6	Roof area pedestrian pathway	$64,000				$40,000		$24,000			
13.7	Artists allowance for Memorial	$48,000						$48,000			
13.8	Green roof construction	$465,000						$465,000			
		$1,568,000				$363,000		$1,205,000			

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	MAM Lake Atrium Addition & Plaza										
	Atrium Addition										
14.1	Site/Plaza area - no access	$41,000				$20,000		$21,000			
14.2	Demo & excavation	$54,000				$54,000					
14.2	East Foundation Waterproofing	$169,000				$169,000					
14.3	Building foundations	$140,000				$140,000					
14.4	Building structure	$339,000				$210,000		$129,000			
14.5	Glass enclosure	$1,410,000				$150,000		$1,260,000			
14.6	Exterior exit stairs	$102,000				$60,000		$42,000			
14.7	Roof	$194,000				$60,000		$134,000			
14.8	Passenger elevator	$165,000						$165,000			
14.9	Prefunction space build-out	$774,000						$774,000			
14.10	Custom ornamental stair	$96,000						$96,000			
14.11	Misc, reno, tie-in to existing	$96,000				$30,000		$66,000			
		$3,580,000				$893,000		$2,687,000			
	Plaza, Entry, Upper Plaza Deck										
14.12	Demo & excavation	$25,000				$25,000					
14.13	Foundations and slab for plaza construction	$68,000				$68,000					
14.14	Plaza finishes + ramp & stairs	$88,000				$40,000		$48,000			
14.15	Monumental revolving door	$96,000						$96,000			
14.16	Monumental alum/SS entry doors	$30,000						$30,000			
14.17	Entry canopy - 15'x15'	$44,000						$44,000			
14.175	Restore Fitch Stairwells	$103,000						$103,000			
14.18	Misc site restoration	$49,000				$30,000		$19,000			
		$503,000				$163,000		$340,000			
14.19	New built-up roof w/ ped paver system	$554,000				$554,000					

	Work Description	Est Cost	2013		2014		2015		2016		2017
			County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
	MAM Technology, Lighting, & Security										
15.1	Gallery Lighting Fixtures	$581,000						$581,000			
15.2	Phone System	$15,000						$15,000			
15.3	Communications Systems & Radio System	$48,000						$48,000			
15.4	Special security & cameras - Extension of new system	$58,000						$58,000			
15.5	Information Systems & Computers	$19,000						$19,000			
15.6	WI Fi throughout	$23,000						$23,000			
15.7	Audio Visual, Including Atrium events	$25,000						$25,000			
15.8	Plasma Screens	$5,000						$5,000			
15.9	Other I.S. & Technology	$39,000						$39,000			
		$813,000				$0		$813,000			
	MAM Equipment & Other										
16.1	Storage Space Remodel for Reconfigurations	$146,000				$146,000					
16.2	Serving Kitchen Equipment	$146,000						$146,000			
16.3	Other	$25,000						$25,000			
		$317,000				$146,000		$171,000			
17.1	Design Fees, Insurance, & Miscl	$1,316,000		$525,000		$521,000		$270,000			
17.2	MAM Contingency (For work items 10.1 through 16.3 only)	$1,000,000				$400,000		$600,000			
	TOTAL ESTIMATED COST	**$25,137,359**	**$1,428,859**	**$525,000**	**$4,630,700**	**$4,782,000**	**$2,489,400**	**$9,693,000**	**$1,180,000**	**$0**	**$408,400**

The above allocation of costs is for budgetary purposes only. Building and site conditions shall be regularly assessed and monitored by Milwaukee County to ensure the actual timing of the work addresses the necessary safety, structural, indoor air quality, and water infiltration issues.

Above budgets exclude any required removal and/or replacement of damaged HVAC ductwork within Milwaukee Art Museum occupied areas.
Design and/or administrative costs for Milwaukee County funded work are excluded, except where specifically listed as "supervisory engineering"

References to "County", in the above cost allocations, relates to Milwaukee County
References to "MAM", in the above cost allocations, relates to Milwaukee Art Museum

Total Milwaukee County Projects	$10,137,359
Total Milwaukee Art Museum Project	$15,000,000

2013 Milwaukee County Projects - Scheduled Work	$1,428,859
2014 Milwaukee County Projects - Scheduled Work	$4,630,700
2015 Milwaukee County Projects - Scheduled Work	$2,489,400
	$8,548,959
Less budgeted supervisory engineering (Years 2013-2015)	($290,000)
Estimated Construction Cost (Years 2013-2015)	$8,258,959
Estimated Milwaukee County Design & Administrative Costs	$1,500,000
Total Milwaukee County Budget for 2013-2015	$9,758,959
Current Milwaukee County costs allocated for WMC Improvements	$10,000,000
** Projected Balance Year-End 2015	$241,041

** At the end of Year 2015, Milwaukee County shall perform a facility assessment and provide supplemental funding, as necessary, to ensure there is available funding to properly address outstanding safety, structural, indoor air quality, code compliance, water infiltration, and other critical facility issues that need to be addressed after Year-End 2015.