

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (this "First Amendment") is made and entered into as of August 20, 2021, by and among **THE WISCONSIN STATE ASSEMBLY** (the "Assembly"), and **CONSULTARE LLC**, a Wisconsin limited liability company, by and through its President, Michael J. Gableman ("Gableman"), and together with the Assembly, the "Parties" and each a "Party").

RECITALS

- A. The Parties entered into that certain Independent Contractor Agreement effective July 1, 2021 (the "IC Agreement").
- B. The Parties desire to amend the IC Agreement to (1) approve and provide additional resources, including the budget attached hereto as Exhibit A, in order for Gableman to perform the Services required under the IC Agreement and (2) to confirm that Gableman shall act as the Custodian of Records with regard to the investigation that is subject of the IC Agreement.
- C. Capitalized terms used and not defined herein shall have the meaning given the same in the IC Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the IC Agreement is amended and/or supplemented as follows:

1. **Incorporation of Recitals**. The recitals set forth in the section entitled "Recitals" above are hereby incorporated into this First Amendment as if set forth in full herein.
2. **Budget**. The Assembly hereby approves and incorporates the Budget attached hereto as Exhibit A, which funds shall be made available by the Assembly to Gableman for reimbursement of costs and expenses for the purposes identified in the Budget.
3. **Office of The Special Counsel**. There shall be, and is hereby established, The Office of The Special Counsel (the "Office") for the investigation that is the subject of the IC Agreement and Michael J. Gableman, as Special Counsel, shall control such Office, which Office shall be the Custodian of Records with regard to the records related to the investigation that is the subject of the IC Agreement.
4. **Miscellaneous**. In the event of any conflict between the terms and provisions of this First Amendment and the IC Agreement, the terms and provisions of this First Amendment shall control. If any provision of this First Amendment or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this First Amendment nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law. This First Amendment may be executed in multiple counterpart signature pages, all of which taken together shall be construed as one and the same document. Facsimile and electronic (i.e., ".pdf") signatures of this First Amendment shall be treated as original signatures to this First Amendment and shall be binding on the Parties.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereby enter into this First Amendment as of the date first written above.

THE WISCONSIN STATE ASSEMBLY

By: 

Robin J. Vos, Speaker

CONSULTARE LLC

By: _____
Michael J. Gableman, President