

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (this "Second Amendment") is effective as of _____, 2022, 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 as amended by that certain First Amendment to Agreement (collectively, the "IC Agreement").

B. The Parties desire to further amend the IC Agreement in accordance with this Second Amendment.

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 Second Amendment as if set forth in full herein.

2. **Budget.** In recognition of the fact that The Office of The Special Counsel was under its allocated budget as provided in the First Amendment, all funds including salary shall continue to be paid out of said budget. The Office of The Special Counsel (the "Office") shall not exceed its Budget unless otherwise approved by the Assembly; provided, however, that unused funds allocated to certain categories in the Budget may be used for expenses that exceed the individual categories listed in the Budget so long as the total Budget is not exceeded.

3. **Report.** The Office shall prepare and deliver a report of its Investigation jointly to the Assembly and the Assembly's Committee on Campaigns and Elections on or before March 1, 2022 (the "Report"). It is acknowledged by the parties hereto that the Ongoing Litigation has prevented the Office from fully and properly completing its Investigation and therefore, depending upon the outcome of the Ongoing Litigation, the Report may be updated, supplemented or amended. Upon the conclusion of the Ongoing Litigation the parties shall discuss whether additional resources will be necessary for the Office to fully and properly complete its Investigation.

4. **Term.** This agreement shall continue through April 30th unless otherwise agreed to by both parties.

5. **Miscellaneous.** In the event of any conflict between the terms and provisions of this Second Amendment and the IC Agreement, the terms and provisions of this Second Amendment shall control. If any provision of this Second Amendment or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Second 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 Second 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 Second Amendment shall be treated as original signatures to this Second Amendment and shall be binding on the Parties. Attachment "A" is hereby incorporated by reference as if fully set forth herein.

[signature page follows]

[attachment "A" follows]

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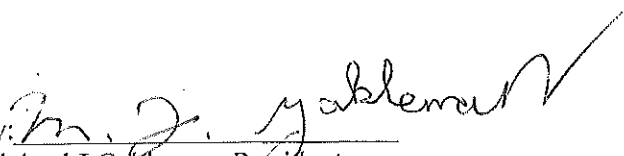
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IN WITNESS WHEREOF, the Parties hereby enter into this Second Amendment as of the date first written above.

THE WISCONSIN STATE ASSEMBLY

By: 
Robin J. Vos, Speaker

CONSULTARE LLC

By: 
Michael J Gableman, President

Second Amendment to Agreement, cont.

Attachment A

In accordance with the attached and signed Second Amendment to Agreement, the Parties agree to the following four Paragraphs:

- (1) The Office of Special Counsel shall deliver a Second Interim Report on the progress of the investigation and any Recommendations to the Assembly and the Assembly's Committee on Campaigns and Elections on or before March 1, 2022.
- (2) Because of the obstruction of the Wisconsin Elections Commission and other parties to the conduct of the investigation, the Office of Special Counsel has not been able to complete its investigation. After the delivery of the Second Interim Report, and any associated testimony, the Office of Special Counsel will concentrate its efforts to obtain the necessary documents and testimony to complete its investigation, including prosecuting and defending its lawful subpoenas for documents and testimony in Ongoing Litigation that is currently pending, may be brought by other parties, or may be reasonably necessary to be brought by the Office of Special Counsel. Attorneys' fees, costs, and expenses for any Ongoing Litigation, referred to above, shall be paid for by the Assembly.
- (3) Upon the conclusion of any Ongoing Litigation necessary to obtain the documents and testimony requested by the Office of Special Counsel and the evaluation of them by the Office of Special Counsel, the Office of Special Counsel shall consult with the Speaker of the Assembly on (1) whether any additional investigation should be conducted, (2) whether a Final Report, updating, supplementing, or amending the progress of its investigation and any Recommendations, should be prepared, and (3) whether the investigation should be concluded. The Office of Special Counsel shall perform such tasks as approved by the Speaker of the Assembly.
- (4) In addition to the forgoing, the Office of Special Counsel shall be authorized to provide, upon the request of the Speaker of the Assembly, legal representation for the Assembly, the Speaker of the Assembly, and/or any party designated by the Speaker of the Assembly, regarding any matter related to the activities of the Office of Special Counsel. Regarding any such representation, upon the request of the Office of Special Counsel and with the approval of the Speaker of the Assembly, additional counsel may be retained by the Office of Special Counsel to provide the requested legal representation. Attorneys' fees, costs, and expenses for any additional counsel shall be paid for by the Assembly.

[END OF ATTACHMENT A]