

KOHLER FOUNDATION, INC.
KOHLER, WISCONSIN 53044

October 10, 1994

Rosemary Farish
John Ehn Family Trust
10340 Lorne Street
Sun Valley, CA 91352

Dear Rosemary:

Enclosed is the agreement confirming the generous gift of the John Ehn Family Trust. I believe that it covers everything we discussed on the telephone. If you have any questions, please feel free to contact me at (414) 458-6144 or (414) 452-9258 (home). If you are in accord with it, please sign it and return three copies to me at Kohler Foundation, Inc. The remaining two copies are for your records.

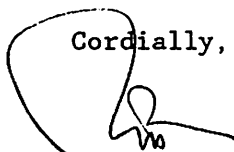
As we discussed and as you can see from Schedule A, we have eliminated OT35 and OT49 because of the impossibility of storing objects of this size at present. In addition, we have eliminated OT60 because that had not been requested by the John Michael Kohler Arts Center; it was the photoboards under OT60 that were requested. Finally, we have added OT42, OT44, and the three unnumbered photocollages pictured beneath OT60 that were not given to the Oakland Museum. If there are other "archival" materials -- original correspondence, photographs, etc. -- that you would be willing to donate, we would accept them with gratitude.

As you can see in the agreement, the Kohler Foundation does not name the John Michael Kohler Arts Center as the donee organization. This is apparently necessary for the Foundation, but John Michael Kohler Arts Center would, of course, be the recipient.

John Michael Kohler Arts Center's registrar, Larry Donoval, will contact you about packing and shipment of the works. We expect that L. A. Packing & Crating will pack them and that US Art will transport them to Wisconsin.

Thank you for your patience, your kindness, and your understanding of the importance of preserving your father's work.

Cordially,



Ruth DeYoung Kohler
President, Kohler Foundation, Inc.

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KOHLER, WISCONSIN 53044

THE JOHN EHN COLLECTION
ACQUISITION AND PRESERVATION AGREEMENT

This agreement is made this first day of October, 1994, between Kohler Foundation, Inc. (hereinafter referred to as KOHLER) and the John Ehn Family Trust (hereinafter EHN TRUST).

WHEREAS the EHN TRUST and KOHLER desire that the works of John Ehn be preserved, documented, and exhibited to the public as a cultural asset, the parties hereto, in consideration of their mutual promises, do for themselves, their heirs, and their assigns, agree as follows:

The EHN TRUST warrants that it holds full and unencumbered title to the works as described and itemized in Schedule A hereto, and the EHN TRUST hereby donates, transfers, and assigns to KOHLER all its right, title, and interest in those works, including all copyright or other intellectual property rights therein.

KOHLER gratefully acknowledges the EHN TRUST's gift of the works and agrees as follows:

1. When the works are exhibited or reproduced in books or other media published/produced by KOHLER, the artist will be identified and the gift of the EHN TRUST will be acknowledged. When the works are exhibited or reproduced in books or other media published/produced by others, KOHLER will ask that the exhibiting/publishing/producing organization identify the artist and acknowledge the EHN TRUST.

2. KOHLER will assemble the works and provide initially for its preservation, professional conservation as necessary, and documentation. Thereafter, KOHLER will maintain the works and make a reasonable effort to exhibit all or a portion of them to the public and/or make them reasonably accessible to scholars.

3. KOHLER agrees that it will not deaccession any of the works for a period of at least five (5) years. If such deaccession becomes appropriate, it will be to other institutions who agree to the obligations herein.

4. KOHLER will consider lending the works for major exhibitions at other institutions that comply with all environmental conditions, security needs, insurance, payment of expenses incurred, and other loan requirements.

It is contemplated that, at some point, KOHLER will transfer the works to a nonprofit arts organization upon condition that the donee organization will assume KOHLER's obligations herein and will be financially, organizationally, and artistically qualified to do so. Such transfer shall be subject to reversion to KOHLER if the obligations herein are not met.

If KOHLER or its donee fails substantially to perform its obligations hereunder within ten (10) years of gifting, and if deaccessioning is not a viable alternative, the EHN TRUST may re-assume possession and ownership provided that it also assumes responsibility for packing/crating, return shipping and related insurance, and conservation costs incurred by KOHLER and/or its donee during the previous two (2) years.

For the John Ehn Family Trust

Rosemarie Farish 10-12-94

Rosemary Farish
ROSEMARIE.

For Kohler Foundation, Inc.

Ruth DeYoung Kohler, President