

Second Amendment To Lease

This **Second Amendment to Lease** is made as of December ____, 1997, by and between MILWAUKEE COUNTY, a municipal corporation (the "County") and Milwaukee Kickers Soccer Club, Inc., a Wisconsin non-stock corporation (the "Club").

Recitals

0.1 WHEREAS, County and Club entered into that certain Lease dated October 14, 1994 (the "Lease") relating to the demised premises therein (the "Leased Premises") and described generally as the real estate, building and certain other improvements located at 7003 and 7101 West Good Hope Road, Milwaukee, Wisconsin;

0.2 WHEREAS, the County and the Club have always intended that the Leased Premises be exempt from general property taxes pursuant to the provisions of section 70.11(2), Wis. Stats.;

0.3 WHEREAS, the Lease was amended by that certain "First Amendment to Lease" dated December 29, 1995 in an effort to transfer from the Club to the County certain attributes of ownership which could jeopardize recognition by the City of Milwaukee (the "City") of the tax-exempt status of the Leased Premises;

0.4 WHEREAS, notwithstanding the Lease and the First Amendment to Lease, the City has assessed general property taxes with respect to the Leased Premises for the years 1996 and 1997;

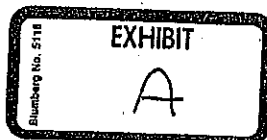
0.5 WHEREAS, the Club and the City are parties to litigation in which the Club is seeking a declaratory judgment that the Premises are exempt from general property taxes and in connection with a settlement of that litigation, the Club and the County desire to enter into this Second Amendment to Lease to clarify the intent of the Lease and the First Amendment to Lease and the parties hereto, that the County is, and has been, the beneficial owner of the Leased Premises as well as the owner of record title thereto.

Agreement

Now, Therefore, in consideration of the above recitals, and for other good and valuable consideration, the County and the Club agree as follows:

1. Section 4.01(b) is amended and restated as follows:

(b) During any renewal term hereunder, Club shall pay to County, at the same address as above, annual rental payments in an amount, and at such times, as may be mutually agreed upon. If the parties cannot agree on the rental payments that shall apply to any renewal term, the Club shall pay to the County a rent determined by an independent appraiser or real estate professional (hereafter, the "Appraiser") mutually satisfactory to the Club and the County, which rent shall be reflective of the market for



like property and take into account the rent or fees charged by other governmental landlords in Wisconsin (e.g., municipalities, counties, etc.) for similar or analogous facilities, the amounts previously paid by the Club to the County, and other factors relevant to value determined by the Appraiser. If the parties cannot agree on a mutually satisfactory Appraiser, each party shall submit to the other three (3) names of appraisers or real estate professionals satisfactory to such party. If the parties' nominations overlap to the extent that but one person is named by both parties, that one person who has been nominated shall be named the Appraiser hereunder. If two (2) persons have been nominated by both sides, the parties shall select by lot from the two (2) persons so nominated. If three (3) persons have been nominated by both parties, the Club shall have the first opportunity to strike one nominee; the County shall have the second opportunity to strike a nominee and the third nominee shall be named the Appraiser hereunder. If there is no overlap in nominations, the parties shall again attempt to agree upon a mutually satisfactory Appraiser and if not successful shall submit the dispute to binding arbitration pursuant to Chapter 788, Wisconsin Statutes, as amended or supplemented, for the purposes of seeking the appointment of an Appraiser from the membership of the American Institute of Real Estate Appraisers or other duly recognized organization of professional appraisers who is well qualified in the appraisal of institutional properties and also holds a designation other than a residential appraiser.

2. Section 8.02 Award is amended and restated as follows:

Section 8.02. Award. Except as provided in Section 8.01 above, all damages, compensation, and proceeds awarded upon a total or partial taking of the Leased Premises (or paid as a result of a sale of all or part of the Leased Premises in lieu of condemnation) shall belong to and be the property of County; provided, however, that County shall not be entitled to any portion of the damages, compensation, or proceeds made to Club for any personal property, trade fixtures, or equipment owned by Club, or for Club's relocation. Notwithstanding the foregoing, nothing contained herein shall be construed to preclude Club from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, depreciation, damage to or the cost of relocating or removing Club's fixtures, furniture, equipment and any other property belonging to Club, and any other claim available to Club.

3. The first sentence of Section 9.01 Right to Enter is amended and restated as follows:

County shall have the right at any time to enter the Leased Premises for any lawful purpose that County may deem necessary or desirable, provided, however, the County shall enter the Building in a manner to minimize disruption of the operations of the Club therein, and provided, further, that the Club may require the proper identification prior to allowing access to those portions of the Building which are not ordinarily made accessible to the general public. Notwithstanding the foregoing,

4. Section 11.06 Signs is amended and restated as follows:

Section 11.06. Signs. During the term of the Lease, Club shall be permitted to place and affix signs, banners, placards and other advertising symbols or objects (collectively "Signs") upon the Leased Premises provided that Club shall comply with all applicable ordinances and requirements of governmental authorities having jurisdiction. Club intends and County shall permit the Leased Premises to be named "Uihlein Soccer Park", and any major entrance Signs to that effect need not state that the Leased Premises are owned by County. Club shall otherwise reasonably provide Signs which indicate the County as owner of, and the role of the County in the development of, the Leased Premises. All Signs affixed or erected by Club shall be Club's property. Signs, other than temporary or removable Signs, shall not be affixed or erected without County's prior consent, which shall not be unreasonably withheld or delayed. Except as provided herein, the County reserves the right to permanently name any portion of the Leased Premises, provided that such naming shall not substantially interfere with the operations of Tenant and provided further that such naming shall not detract from, or create confusion concerning, the naming of the Leased Premises as "Uihlein Soccer Park." Club may not permanently name any portion of the Leased Premises without the prior written consent of the Milwaukee County Parks Director, and any proceeds as a result of such permanent naming shall be payable to County and shall be segregated and used for capital improvements at the Leased Premises.

5. The parties desire to clarify the intent of the Lease and of paragraph 4 of the First Amendment to Lease that the floor of the three indoor soccer fields in the Building and the dashboards surrounding the indoor soccer fields are part of the Leased Premises, are owned by and are the property of County, and are not "Club Equipment" under section 5.04 of the Lease.

6. A new section 11.13 is added to the Lease, as follows:

Section 11.13. Severability. It is the intent of the County and the Club that the Leased Premises be exempt from general property taxes pursuant to the provisions of section 70.11(2), Wis. Stats. as amended or supplemented. Accordingly, if the existence, effect or operation of any provision of the Lease (as amended) causes the Leased Premises to be subject to general property taxes, such provision(s) shall be null and void and the Lease shall be construed and enforced as if such provision had never been a part of the Lease, and the remaining provisions of the Lease shall remain in full force and effect. Notwithstanding the foregoing, the operation of this section shall not excuse the Club from the payment to the County of rent in the amounts and at such times as are stated in this Lease, as amended.

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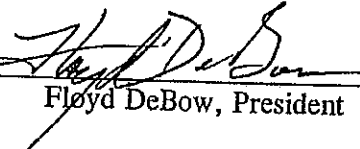
IN WITNESS THEREOF, the parties have executed this Second Amendment to Lease on the date first above written.

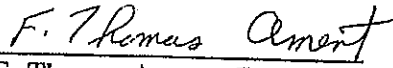
CLUB:

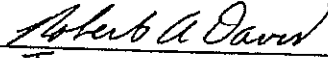
MILWAUKEE KICKERS
SOCCER CLUB, INC.


COUNTY:

MILWAUKEE COUNTY

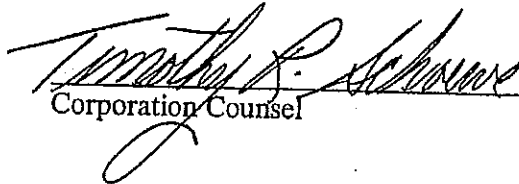
By: 
Floyd DeBow, President

By: 
F. Thomas Ament, County Executive

Attest: 
Title: Treasurer

Attest: 
Title: County Clerk

Approved for Execution:


Corporation Counsel