

Fourth Amendment To Lease

This **Fourth Amendment to Lease** is entered into as of October 28, 2014, by and between **MILWAUKEE COUNTY**, a municipal corporation of the State of Wisconsin, as represented by the Department Of Parks, Recreation & Culture as lessor (herein called "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 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, the Lease was further amended by that certain "Second Amendment to Lease" dated as of December 24, 1997 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;

0.5 WHEREAS, the Lease was further amended by that certain "Third Amendment to Lease" dated as of December 1, 1998 to establish a level lease payment of \$430,000 per year, with a final payment in 2011 of \$383,088, which amounts are sufficient to repay the County for (a) the outstanding bonds issued by the County to finance the cost of acquisition of the real estate included in the Leased Premises (the "Real Estate"), (b) the outstanding bonds issued by the County to finance the cost of construction of the building included in the Leased Premises (the "Building"); and (c) interest costs paid by the County to holders of bonds issued to finance acquisition of the Real Estate and construction of the Building;

0.6 WHEREAS, on August 1, 2005, the County reduced the amount of the semi-annual rent payments from \$215,000 to \$212,000, with a final payment in the amount of \$164,743 due on August 1, 2011, which has been paid; and

0.7 WHEREAS, the Club has provided written notice to the County that the Club will exercise its option under section 3.02 of the Lease, as modified by this amendment, to renew the Lease for an additional term of fifteen (15) years at an annual rental to be determined pursuant to section 4.01(b) of the Lease (as amended by the Second Amendment to Lease).

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. The Club has timely exercised its option to renew the Lease. Notwithstanding anything to the contrary previously contained in the Lease, the County and the Club agree that the "First Renewal Term of the Lease" shall be for fifteen (15) years (and not ten (10) years), commencing on November 1, 2014 and ending at 11:59 p.m. on October 31, 2029.

2. Section 3.02 is amended and restated as follows:

The Club, upon written notice to County at least 180 days before expiration of the then-current Term, may, at its option renew this lease under the same terms and conditions for an additional fifteen (15) year period. The Club may exercise this option to renew two (2) times in addition to the First Renewal Term of the Lease referred to in Section 1, above.

3. Section 4.01(a) is amended and restated as follows:

(a) During the First Renewal Term of the Lease, Club shall pay to County, addressed to Director, Milwaukee County Department of Parks, Recreation and Culture, 9480 Watertown Plank Road, Wauwatosa, Wisconsin 53226, or at such other place as County shall direct by notice to Club, rent in semi-annual installments of Forty Six Thousand Six Hundred Ninety Dollars (\$46,690) each, on November 1 and May 1 of each year, commencing November 1, 2014 and ending on May 1, 2029.

4. Section 4.01(c) is hereby deleted in its entirety.

5. Section 4.01(d) is hereby deleted in its entirety.

6. The first sentence of Section 4.03(a) is amended by deleting the phrase "Except as provided in (b) below,".

7. Section 4.03(b) is amended and restated as follows:

(b) The Club shall also perform or cause to be performed, at its own cost and expense, all structural repairs and/or restoration, including repairs to the foundation, walls, floors, roof and flashings; heating ventilation and air conditioning units; and all lead-in for water, sewer and electricity.

8. Section 6.02 is hereby deleted in its entirety.

9. Section 6.04 is amended and restated as follows:

(a) Insurance. The Club agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees. Such

evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General and Automobile Liability coverages in the following minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	
Bodily Injury & Property Damage (incl. Personal Injury, Fire Legal Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Automobile Liability	\$1,000,000 Per Accident
Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorist	Per Wisconsin Requirements
Liquor Liability	\$1,000,000 Per Occurrence
Wisconsin Workers' Compensation	Statutory
Employer's Liability	\$100,000/\$500,000/\$100,000

Milwaukee County shall be named as an additional insured for General Liability and Automobile Liability. A waiver of subrogation for Workers' Compensation by endorsement in favor of Milwaukee County shall be provided. 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. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of the Lease. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.

Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County.

The insurance requirements contained herein are subject to periodic review and adjustment by the County Risk Manager.

(b) Surety. In the event the Club materially breaches its obligations to maintain the facility pursuant to Sec. 4.03(b), as part of the cure of such default, the Club agrees to provide to County a surety bond issued by a company and signed by an agent, both of which are authorized to do business in the State of Wisconsin, for no less than Five Hundred Thousand Dollars (\$500,000). In the alternative, the Club may provide to County an irrevocable standby letter of credit for Five Hundred Thousand Dollars (\$500,000) issued

by a bank on a form as approved by the County's Corporation County. Both the bond and the letter of credit shall have an expiration date one year beyond the termination date of the First Renewal Term of the Lease or any subsequent renewals.

10. Section 9.04 is amended and restated as follows:

To provide increased soccer programming in under-served areas of Milwaukee County, the Club agrees to commit not less than Seventy Thousand Dollars (\$70,000) in funding annually (the "Outreach Funding") to develop and implement programming to help achieve such outreach goals. The Outreach Funding includes (i) an annual allocation of approximately \$50,000 for programming and scholarships – "soccerships" and (ii) approximately \$20,000 in support of the America SCORES Milwaukee Program. In December of 2014, and annually thereafter until expiration of the First Renewal Term of the Lease and any subsequent renewal term, the Club will report to the Committees on Parks, Energy and Environment and Finance, Personnel and Audit of the Milwaukee County Board of Supervisors regarding the extent of its success in achieving such performance outcomes. Nothing in this paragraph shall be construed as requiring the Club to continue funding the SCORE program at its current levels.

11. The first sentence of Section 11.01 is amended by adding at the end of the sentence, after the words "Leased Premises," the following: "and/or require payment of the bond or letter of credit as set forth in Section 6.04(b) for any of the amounts due to County as set forth in the Lease; but such receipt of payment from the bond or letter of credit shall not constitute a cancellation or a waiver by the County of the remainder of the total amounts payable to County, or for any damages or losses for the unexpired portion of the Term which may be sustained by County, including any expenses incurred in exercising its rights in this Lease."

12. The County and Club agree that the lease in effect between the County and the Club and relating to the property commonly known as the "Melody Top" site is hereby terminated and County and Club shall have no further liability to each other under said lease. In consideration of the aforementioned termination, the County grants the Club the option and not the obligation to lease from the County any interest acquired by the County in the Lakefield Property, shown as Area 4 in Exhibit D.

13. The definition of the Leased Premises shall be amended to include the grant by the County to the Club for a non-exclusive easement over the northerly 530 feet of the Melody Top parcel, shown as Area 1 in Exhibit D, for purposes of ingress, egress and parking.

14. The Club shall have the non-exclusive right to use the gravel parking lot south of Good Hope Road, shown as Area 2 in Exhibit D, during the Lease Term or until such time alternate parking is identified and agreed upon between the parties.

15. The Club shall have the non-exclusive right to use the paved parking lot adjacent to and south of Good Hope Road, shown as Area 3 in Exhibit D, until (i) the expiration of the Lease Term, or (ii) the sale of the land, whichever occurs first.

16. This Fourth Amendment to Lease, together with the Lease and the First, Second and Third Amendments to Lease, constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, between the Club and County with respect to the Lease Premises.

17. The County and Club shall execute, acknowledge and deliver in proper form for recording a memorandum of the Lease (as modified by the First, Second, Third and Fourth Amendments) and of the Club's interest under the easements identified in Section 13, 14 and 15. No such memorandum shall modify or change the terms of the Lease.

SIGNATURE PAGE FOLLOWS:

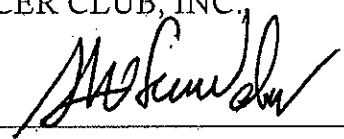
IN WITNESS THEREOF, the parties have executed this Fourth Amendment to Lease on the date first above written.

CLUB:

COUNTY:

MILWAUKEE KICKERS
SOCCER CLUB, INC.

MILWAUKEE COUNTY

By: 

By: _____

Acknowledged:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

Approved for execution:

By: _____ Date: _____
Risk Management

By: _____ Date: _____
Corporation Counsel

Approved:

Approved:

By: _____ Date: _____
Comptroller

By: _____ Date: _____
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

[Signature Page to Fourth Amendment to Lease]

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

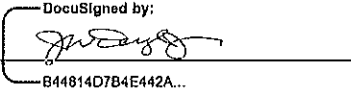
CLUB:

MILWAUKEE KICKERS
SOCCER CLUB, INC.

COUNTY:

MILWAUKEE COUNTY

By: _____

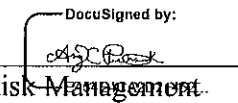
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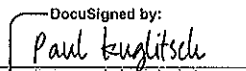
Acknowledged:

By:  Rick Norris Date: 10/6/2014
Community Business Development Partners

Reviewed by:

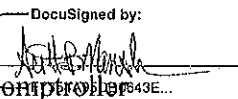
Approved for execution:

By:  _____ Date: 10/6/14
Risk Management

By:  Paul Kuglitsch Date: 10/6/14
Corporation Counsel

Approved:

Approved:

By:  _____ Date: 10/6/2014
Corporation

By: _____ Date: _____
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

[Signature Page to Fourth Amendment to Lease]