

FIRST AMENDMENT OF LEASE WITH OPTION TO PURCHASE

THIS FIRST AMENDMENT OF LEASE WITH OPTION TO PURCHASE (this "First Amendment"), made and effective as of the 1st day of September, 1993, by and between the TRUSTEES OF THE ROBERT A. UHLEIN, JR., 1976 TRUST, with an address c/o Glencora Company, Suite 2010, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Attention: Mr. Thomas F. Lechner, President, (the "Trustees") and the KICKERS OF WISCONSIN, INC. (a/k/a/ MILWAUKEE KICKERS SOCCER CLUB), a Wisconsin non-stock corporation with an address at 9120 West Hampton Avenue, Milwaukee, Wisconsin 53225, Attention: President, (the "Kickers");

W I T N E S S E T H :

WHEREAS, the Trustees and the Kickers have entered into a Lease with Option to Purchase (the "Agreement", all capitalized terms used but not defined herein having the same meanings as are set forth in the Agreement), made and effective as of the day of May, 1991, pursuant to which the Kickers lease and are granted an exclusive right and option to purchase certain property located at 7003 West Good Hope Road, Milwaukee, Wisconsin, containing approximately 49.16 acres and more particularly described in EXHIBIT A to the Agreement; and

WHEREAS, the Trustees and the Kickers now desire to amend the Agreement so as to extend both the Lease Term and the Option Period, as set forth in the Agreement, and to add certain other provisions as set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustees and the Kickers agree as follows:

1. The Lease Term, as set forth in Paragraph A.2. of the Agreement, is hereby extended so as to continue to and expire at 11:59 P.M. on December 1, 1993.
2. The Option Period, as set forth in Paragraph B.3. of the Agreement, is hereby extended so as to continue to and expire at 11:59 P.M. on December 1, 1993.
3. Paragraph B.7. of the Agreement is hereby amended by deleting therefrom the words "prior to the ninetieth (90th) day after the Option is exercised" and inserting in their place the words "on or before December 15, 1993".
4. Notwithstanding anything in the Agreement or this First Amendment to the contrary, including without limitation Paragraph C.1. of the Agreement, the Kickers shall have the right to assign, sell, or in any other manner transfer their right, title, and interest in, to, and under the Option to the County of Milwaukee, Wisconsin ("Milwaukee County"), and to Milwaukee County alone. The Trustees hereby give their full and unconditional consent to any such assignment, sale, or other transfer and agree that the same shall not constitute or be deemed a default under the Agreement.
5. Notwithstanding anything in the Agreement or this First Amendment to the contrary, if the Kickers assign, sell, or otherwise transfer their right, title, and interest in, to, and under the Option to Milwaukee County, and if the Option has been duly exercised as provided in the Agreement, then Milwaukee County may elect to close the purchase of the Property by entering into a land contract with the Trustees (the "Land Contract"). The Land Contract shall be in customary form (State Bar of Wisconsin Form 11-1982) with such insertions and/or modifications as the Trustees and Milwaukee County may agree, provided that (i) the Purchase Price for the Property shall

remain as set forth in Paragraph B.4. of the Agreement, (ii) the term of the Land Contract shall not exceed six (6) months, (iii) the interest rate under the Land Contract shall be the "prime rate" announced from time to time by Firststar Bank Milwaukee, N.A., and (iv) the Trustees shall convey title to the Property in the same manner and subject to the same deed restriction as set forth in Paragraph B.10. of the Agreement. If the Trustees and Milwaukee County are unable to agree upon the complete terms of the Land Contract by the Closing, then the Closing shall occur, and the Trustees and Milwaukee County shall be obligated to close the purchase of the Property, as set forth in the Agreement.

6. It is understood and agreed that the Kickers are currently in default under the Agreement due to failure to make required payments of Base Rent; that such default has not been, and shall not be deemed hereby to be, waived; and that the Trustees have reserved and shall continue to have all rights and remedies available with respect thereto under the Agreement, at law, or otherwise.

7. Except as expressly amended in this First Amendment, the Agreement is hereby ratified and confirmed and shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered as of the day and year first above written.

LESSOR/OPTIONOR:

TRUSTEES OF THE ROBERT A. UHLEIN, JR. 1976 TRUST

Lorraine G. Uihlein

 Lorraine G. Uihlein, Trustee

W. David Knox, II

 W. David Knox, II, Trustee

Mary Fran Carroll

 Mary Fran Carroll, Trustee

Thomas F. Lechner

 Thomas F. Lechner, Trustee

LESSEE/OPTIONEE:

KICKERS OF WISCONSIN, INC. (a/k/a MILWAUKEE KICKERS SOCCER CLUB)

By: *[Signature]*
 Name: RICHARD M. LAVERS
 Title: President