

LEASE

THIS LEASE, made this 14 day of October, 1994, by and between MILWAUKEE COUNTY, a municipal corporation ("County") and MILWAUKEE KICKERS SOCCER CLUB, INC. ("Club").

WITNESSETH

IT IS AGREED by and between the parties, each in consideration of the covenants and agreements of the other:

94 OCT 17 PM 2:20

ARTICLE I

THE LEASED PREMISES

Section 1.01. The Leased Premises. County hereby leases to Club, and Club leases from County, the real estate, and the Building (defined below), when and if constructed (the "Leased Premises"), located at 7003 West Good Hope Road in the City of Milwaukee, Milwaukee County, Wisconsin as described on Exhibit A attached hereto, including all easements, improvements, covenants, appurtenances, hereditaments, fixtures, rights and privileges thereto belonging, or in any way appertaining, (but excluding therefrom all buildings, equipment, sod, soil, gravel, asphalt and other improvements or additions to the real estate for its use as polo fields or a soccer park (the "Excluded Improvements")) and subject to any restrictions, easements, encroachments, and zoning and governmental regulations now or hereafter in effect. County acknowledges that Club presently owns certain athletic equipment, bleachers, improvements and other equipment on the Leased Premises, initially consisting of (i) the Excluded Improvements and (ii) those items listed in Exhibit B, which may be amended from time to time, and that all of such items shall remain the property of Club.

ARTICLE II

CONSTRUCTION

Section 2.01. Construction of Building by County. Subject to County obtaining funds for the Construction Allowance (defined below) by issuing bonds ("Construction Bonds") at a rate of interest consistent with projections previously agreed to by Club and County, County shall, within 2 years of the date hereof, at its own cost and expense but not under any circumstances in excess of the Construction Allowance, construct a 65,000 square foot indoor sports facility on the Leased Premises for the use set forth in Section 5.01 below, together with such parking areas,

File No. 94-668

CONTRACT NO. 5153

driveways, walkways and other improvements as County shall from time to time determine (hereinafter collectively referred to as the "Building"), provided that the same shall be constructed in good and workmanlike manner in compliance with all then applicable building codes and ordinances. Club shall have the right to review and approve the plans and specifications for construction of the Building (the "Plans") and any proposed material modification to the Plans. County may, but need not, adopt any modifications to Plans proposed by Club. County shall keep Club informed as to the progress of construction. Club's approval shall not be unreasonably withheld or delayed.

Section 2.02. Budgeting and Construction Matters.

(a) County's costs of construction of the Building shall not exceed \$4,000,000.00 (the "Construction Allowance"), which includes, but is not limited to, all sums payable under construction contracts for the Building; all other costs incurred for any labor and/or material in connection with construction of the Building; sales, use and similar taxes related to the construction; the providing of utilities to the Leased Premises during construction; the obtaining of all permits and approvals for the Building; fees and expenses for architectural and design services; engineer's fees; surveying expenses; attorney's fees; construction management fees; County's interest expense during the period of construction; the costs of obtaining any soil tests; costs of the County Department of Public Works allocated to this project including architectural and engineering services and DBE costs; and builder's all-risk insurance during the period of construction. The Construction Allowance shall be paid in accordance with County ordinances and usual operating procedures. If the total cost of construction of the Building exceeds \$4,000,000.00, Club shall be responsible to pay the excess; provided that promptly after determining that there is a reasonable probability that the cost may ultimately exceed \$4,000,000.00 County shall notify Club and at Club's request shall negotiate with Club to modify the Plans so that the costs again do not exceed \$4,000,000.00.

(b) Club shall designate not more than 2 persons who shall be responsible for communications with County regarding all matters of construction budgeting, design and work review. County may rely on written or oral instructions and approvals from such person(s). The identity of such person(s) may be changed from time to time, effective upon written notice to County. Club's representative(s) and County shall schedule meetings to

review such matters upon the request of the other party, but need not hold such review meetings more often than twice per month.

(c) County shall waive Section 56.30 of the County General Ordinances relating to requests for proposals so that Uihlein Architects may be engaged by County as architect for the project, subject to Uihlein Architects entering into an architectural services agreement acceptable to County providing for compensation for services not greater than the estimates therefor previously disclosed to County and Club. If County is unable to enter into such an agreement within a reasonable period of time, or if Uihlein Architects is thereafter terminated pursuant to such an agreement, County may but need not waive any such applicable ordinances as to a substituted or replacement architect.

(d) In administering the construction of the Building, County shall cooperate with Club in (i) using such donated services, equipment and materials as Club is able to acquire, subject to County's construction practices and the Plans, and (ii) installing such equipment and materials as Club may acquire and intend to use in its operation of the Leased Premises.

ARTICLE III

TERM

Section 3.01. Term of Lease. The term of this Lease (the "Term") shall be for approximately twenty (20) years beginning on the date of execution of this Lease (the "Commencement Date") and ending at midnight of the day preceding a date twenty (20) years thereafter; provided, however, that if the Commencement Date is not the first day of a calendar month, the Term shall end at midnight twenty (20) years after the last day of the calendar month in which the Commencement Date occurs. The Term shall include any extensions pursuant to Section 3.02 below.

Section 3.02. Option to Renew. 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 ten (10) year period. Club may exercise this option to renew a total of three (3) times, provided that the maximum Term of this Lease shall not exceed a total of fifty (50) years.

ARTICLE IV

RENT, UTILITIES AND MAINTENANCE

Section 4.01. Rent. (a) During the initial term hereunder, 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 the amount and at the times set forth on Exhibit C attached hereto. Exhibit C has been prepared based upon the following assumptions: (i) the County's cost of acquiring the real estate, including environmental assessment and appraisal fees and other closing costs is estimated at \$2,200,000; (ii) the entire Construction Allowance will be disbursed in connection with Construction of the Building; and (iii) interest costs paid by the County to holders of the Construction Bonds and of the bonds issued to finance acquisition by County of the Leased Premises (the "Initial Bonds" and, together with the Construction Bonds, the "Bonds") prior to Substantial Completion of the Building, is estimated to be \$550,000. Rent payments set forth in Exhibit C shall be reduced by any investment earnings realized by the County from the reinvestment of unspent Bonds. These investment earnings will be calculated on actual unspent Bond balances at an interest rate equal to the rate at which the Bonds were originally issued. If and each time any of the assumptions in (i), (ii), or (iii) above is discovered to not be the case, the parties shall adjust the rent to reflect such actual disbursements and interest costs on project bonds. If Club determines that it will be unable to meet a rental payment due prior to Substantial Completion of the Building, it shall give written notice of such fact to County, and the rental payment(s) otherwise due shall be deferred and such deferred rent, together with all costs of the County caused by such deferral, including without limitation interest on the amount so deferred at the "reference rate" in effect from time to time as publicly announced by Firststar Bank Milwaukee, N.A. (or any successor thereto), shall be payable in 6 semi-annual installments commencing on the June 1 or December 1 first occurring more than 12 months after the date of Substantial Completion.

(b) During any renewal term hereunder, Club shall pay to County, as above, rent in the amount of \$50 per year, in advance.

(c) As additional rent during the initial or any renewal term hereof, Club shall pay to County in the manner provided in this subsection, an amount in respect of the County's costs of any repairs made under Section 4.03(b) below. When the final cost of each such event of repairs is determined and such repairs are completed to the reasonable satisfaction of Club and County, County shall certify such amount in writing to Club, together with such

supporting data and documents as Club may reasonably request. The amount so certified shall be divided by 180, and the resulting amount shall be paid on the first day of each month for the shorter of 180 months or so long as Club occupies the Leased Premises under this Lease. Club may by appropriate action dispute the amount so certified.

(d) Club shall establish a segregated banking account (the "Capital Repairs Fund") into which it will deposit annually, commencing on the first day of the calendar month which is at least 1 year after the date of occupancy of the Building by Club or the date of substantial completion, whichever is later, and on the same date of each succeeding year, an amount equal to 2% of the Club's gross revenues from operations of the Leased Premises in the preceding 12 month period, up to an aggregate maximum of \$500,000. The amounts deposited shall remain the property of Club but the Capital Repairs Fund shall be used solely to pay rent due under Section 4.01(c). If withdrawals are made from the Capital Repairs Fund at a time when it is fully funded, Club shall make further deposits as above until it is fully funded again.

(e) For purposes hereof, the Building is "Substantially Complete", and "Substantial Completion" occurs, when all occupancy permits have been issued for the Building, the Building is completed substantially in conformance to the Plans as certified by the architect, and the Building is actually available to the Club for occupancy and use as contemplated herein, subject only to minor repairs or "punch-list" items for construction. Prior to occupancy, Club and County shall perform an inspection to identify such items, which County shall promptly cause to be corrected.

Section 4.02. Utilities. Club shall pay all charges for electricity, natural gas, water and sewer, telephone and all other utility services used or consumed in the Leased Premises.

Section 4.03. Repairs.

(a) Except as provided in (b) below, during the Term, Club shall, at its own cost and expense, keep and maintain the Leased Premises and all buildings, improvements and landscaping thereon in good and sanitary order, condition and repair, ordinary wear and tear excepted, and Club shall use all reasonable precaution to prevent waste, damage or injury thereto. Club shall also maintain the grounds of the Leased Premises and cut grass and remove snow as appropriate.

(b) Notwithstanding the foregoing, County shall perform or cause to be performed, at Club's cost under Section 4.01(c) above, all structural major 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. Any such repairs that are made necessary directly or proximately by the negligence or misuse of the Club, its agents, invitees or employees, shall be the responsibility of the Club, but County may make said repairs and any expenditures incurred by County shall be reimbursed to County by Club within 30 days of receipt of invoice.

Section 4.04. Taxes. Club and County intend that the Leased Premises shall not be subject to general and special real estate taxes and assessments, but if the Leased Premises are now or hereafter subject to such taxes and assessments, Club shall pay the same.

ARTICLE V

USE OF THE LEASED PREMISES

Section 5.01. Use. Club shall use the Leased Premises as an indoor and outdoor soccer and sports complex and for other uses ancillary thereto.

Section 5.02. Public Use. Club and County recognize that public use of the facility is mutually desirable, and Club shall submit and implement a general public activity plan (which will include in Club's programming access to all sectors of the Milwaukee County youth and service community, including programming intended to reach minority and other groups) annually to the Director of Parks, Recreation and Culture with respect to Club's programming. Such program shall also include reasonable provisions for encouraging use of the leased premises by non-members of Club whether by groups such as Milwaukee Public Schools or by individual members of the public. Club may, however, give priority to its own programming. If the Director has concerns about an activity plan submitted by Club, the Director shall submit such concerns in writing to the Club and the County Board.

Section 5.03. Improvements or Alterations. After the initial construction of the Building by County on the Leased Premises as set forth in Section 2.01 above, Club may make improvements, modifications, alterations or changes to the Leased Premises and may install on the Leased Premises such fixtures and equipment as it may deem necessary for the operation of its business provided the same are made in good and workmanlike manner in compliance with all applicable insurance requirements and building codes and ordinances, and County shall have the right to

review and approve the plans for any material improvements, modifications, alterations or changes provided approval shall not be unreasonably withheld or delayed. Except in the ordinary course of operating the Leased Premises for the purposes stated herein, Club shall not remove or alter the Excluded Improvements.

Section 5.04. Club Equipment. Club may install in the Leased Premises such trade fixtures and equipment as it may deem necessary for the activities to be conducted therein. Title to all trade fixtures and equipment shall remain in Club, even though the same may be affixed to the Leased Premises. Upon termination of this Lease, Club may remove any and all such trade fixtures and equipment if it does so on or before such termination.

ARTICLE VI

INSURANCE

Section 6.01. Property Insurance. Club shall, at its own cost and expense during the Term of this Lease, keep the Building and all other improvements on the Leased Premises insured against loss or damage by fire and such other contingencies included in an all-risk insurance policy covering the cost of the Building and improvements.

Section 6.02. Waiver of Subrogation. County and Club hereby waive and release all right of recovery against each other by way of subrogation or otherwise for any insured or self-funded loss by fire, extended coverage or other property coverages existing for the benefit of County or Club with respect to the Leased Premises. Such subrogation waivers shall apply to any property insurers and if required by insurers, notice of this waiver shall be given the insurers and said waiver obtained.

Section 6.03. Claim Proceeds Distribution. Claim proceeds, including retentions and insurance recoveries, covering loss or damage to the Leased Premises by fire, or other property hazard, shall be payable to County in accordance with the provisions in this Lease for determination of the appropriate use of the funds for repair or replacement of the Leased Premises.

Section 6.04. Other Insurance. Club shall, during the entire Term of this Lease, keep in full force and effect a policy of commercial general liability insurance with respect to the Leased Premises in an amount of not less than \$1,000,000.00 per occurrence and \$1,000,000 general aggregate. Club shall also maintain insurance coverage for worker's compensation claims as required by the State of Wisconsin, including employer's liability. All insurance policies required hereunder shall name Club as the

insured and County as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving County thirty (30) days prior written notice. The insurance shall be with an insurance company licensed to do business in Wisconsin rated "A" by Best's Key Rating Guide and a copy of the paid-up policies evidencing such insurance or a certificate of insurer certifying to the issuance of such policies shall be delivered to County prior to commencement of the Term of this Lease, and such delivery shall also be made upon renewal of such policies not less than ten (10) days prior to the expiration of such coverage.

ARTICLE VII

DAMAGE OR DESTRUCTION

Section 7.01. Damage or Destruction by Fire or Other Casualty. If the Building is damaged or destroyed in whole or in part by fire or other casualty, Club shall rebuild or repair the same if amounts received from insurance companies are sufficient to fully cover the cost thereof, in which case Club will restore the Building to substantially the condition that prevailed prior to the damage or destruction.

ARTICLE VIII

CONDEMNATION

Section 8.01. Rights of Club and County Upon Condemnation. If the entire Leased Premises is taken by any public authority under power of condemnation or sold to any public authority in lieu of condemnation, then this Lease shall terminate as of the date possession is taken by the acquiring authority and rent shall be apportioned as of that date. If (i) a portion of the Leased Premises are taken or sold and said taking or sale results in making the Building unsuitable for use by Club, or (ii) the taking results in a permanent deprivation of access for vehicular ingress and egress to the Leased Premises, then Club, at its option, may terminate and cancel this Lease as of the date of taking. In the event this Lease is not terminated as aforesaid, then Club shall, to the extent possible, promptly commence and pursue diligently until completion the restoration of the remaining portion of the Leased Premises to the condition the same were in immediately prior to such taking and this Lease shall continue in full force and effect. County agrees that the award or proceeds of sale may be used for such restoration.

Section 8.02 Award. County and Club shall participate in all damages awarded upon a total or partial taking of the Leased Premises based upon their respective investments in the Leased Premises and the value of the leasehold hereby created as if this Lease would have expired at the end of the Term. Club shall receive so much of any award as is necessary to compensate it for the entire value of the improvements installed on the Leased Premises by Club, the value of its leasehold estate and the damages which it may sustain as a result of the termination of this Lease prior to the end of its Term, and County shall receive the balance, if any, of such award. 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.

ARTICLE IX

COUNTY'S RIGHTS ON THE LEASED PREMISES

Section 9.01. Right to Enter. County shall have the right at any time to enter the Leased Premises for any purpose that County may deem necessary or desirable with proper identification, provided, however, the County shall enter the Building in a manner to minimize disruption of the operations of Club therein. If Club has failed, after notice and an opportunity to cure that is reasonable under the circumstances, to perform its duties under Section 4.03 hereof, County may enter the Leased Premises in order to perform the required repair or maintenance and the cost thereof shall be reimbursed by Club to County within 30 days of receipt of invoice therefor.

ARTICLE X

INDEMNIFICATION

Section 10.01. Liability Release. To the fullest extent permitted by law, Club and County shall be liable for their own acts and negligence and each agrees to hold the other harmless for any losses, damages, costs, or expense, including but not limited to reasonable attorneys fees and litigation expenses, paid or sustained by reason of its tort and/or legal liabilities.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01. Default. If Club shall fail to comply in any material respect with any conditions hereunder and such default shall continue for sixty (60) days after County notifies Club thereof (or such other reasonable time as necessary if such default is not susceptible to cure within such sixty (60) day period and Club, upon receipt of notice, promptly and diligently attempts to effect such cure), County may terminate this Lease and take possession of the Leased Premises. Such termination shall be without prejudice to the recovery of damages against the defaulting party or parties for breach of this Lease. Waiver by either party or parties of any default by the other shall not constitute a waiver of any other default hereunder.

Section 11.02. Bankruptcy. In the event of voluntary or involuntary bankruptcy on the part of Club which involuntary bankruptcy is not dismissed within ninety (90) days after filing, the appointment of a receiver for Club which is not discharged within ninety (90) days after appointment, or a voluntary assignment for creditors by Club, or if this Lease shall by operation of law devolve upon or pass to any person, firm, or corporation other than Club, then County shall have the right to cancel this Lease forthwith.

Section 11.03. Notices. All notices, demands and requests which may be or are required to be given by either party to the other party shall be in writing sent by registered or certified mail, with return receipt requested, addressed as follows:

To County: Milwaukee County Director of Parks,
Recreation and Culture
9480 Watertown Plank Road
Wauwatosa, Wisconsin 53226

To Club: Milwaukee Kickers Soccer Club, Inc.
9120 West Hampton Avenue
Milwaukee, Wisconsin 53225

The above address of a party may be changed at any time and written notice shall be given to the other party of said change.

Section 11.04. Assignment/Subletting. Club may not assign this Lease or sublet the entire Leased Premises, in whole or in part, without the written consent of County first obtained, which consent shall not be unreasonably withheld or delayed. It is understood that any assignment or sublease of the entire Leased Premises requires approval by the Milwaukee County Board of Supervisors and County Executive. Nothing herein shall be deemed

to limit Club's right, with County's prior consent, which shall not be unreasonably withheld or delayed, to sublease portions of the Leased Premises or to grant concessions or licenses within the Leased Premises for the sale and provision of food, alcoholic and non-alcoholic beverages, recreation supplies, confections, gift items, sports equipment and accessories, medical services and any other supplies, services or purposes which Club determines to be compatible with the use of the Leased Premises provided that Club shall furnish County a copy of any written agreement between Club and any such subtenant, concessionaire or licensee.

Section 11.05. Miscellaneous. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. The headings of the sections herein are for convenience of reference and do not define, limit, or construe the contents thereof. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision. A waiver of any one or more covenants, terms, or conditions of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

Section 11.06. Signs. Club shall be permitted to place and affix signs, dashboards, 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, 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 role of the County in the development of the Leased Premises. Club shall have the right to designate names for the Building or various other portions of the Leased Premises, and, at its cost, provide Signs to that effect, and Club may solicit and retain donations to Club in exchange for so designating a portion of the Leased Premises. All Signs affixed or erected by Club shall be Club's property, but shall not be so affixed or erected without County's prior consent, which shall not be unreasonably withheld or delayed.

Section 11.07. Trash Removal. Club shall provide adequate and appropriate containers which are not unsightly for the temporary storage of trash and garbage as part of the construction of the Building. During the Term, Club shall not permit piling of boxes, cartons, drums, cans or other similar items in an unsightly or unsafe manner on or about the Leased Premises or adjacent land areas. All arrangements for trash removal shall be the responsibility of Club.

Section 11.09. Authority. Pursuant to the Resolution adopted by the Milwaukee County Board of Supervisors, File No. _____, Milwaukee County is hereby authorized to enter into this Lease.

Section 11.10. Quiet Enjoyment. County covenants and agrees that so long as Club pays the rent and performs and observes the covenants and provisions hereof, Club shall peaceably and quietly enjoy the full possession and use of the Leased Premises without any hindrance or molestation from County or any other party.

Section 11.11. Environmental Covenants. (a) The parties acknowledge that County has obtained an environmental audit of the Leased Premises for Vijay Environmental, Inc. ("Vijay Report"). Except as may be disclosed by the Vijay Report, County represents and warrants that it has no notice or knowledge of (i) any hazardous or toxic materials, wastes or substances (hereinafter collectively referred to as "Hazardous Substances") located upon, in or under the surface of the Leased Premises, (ii) that the Leased Premises have been used for the storage of oils, other petroleum by-products or any Hazardous Substance or that there has been a release of any such substance on the Leased Premises and (iii) that the Leased Premises have been used as a landfill, dump, industrial waste disposal area or any other similar usage. Notwithstanding anything to the contrary contained in Section 10.01, County agrees to indemnify and hold Club harmless from any liability, cost, damage, claim or injury (including, without limitation, reasonable attorneys fees and the cost of any investigation, repair, removal, clean-up or remediation) arising out of any of the environmental conditions or any investigation, repair, removal, clean-up or remediation detoxification thereof which are caused by County or permitted to occur during County's ownership (except to the extent included in Club's indemnification below). The foregoing covenants and indemnification shall survive the termination or expiration of the Term of this Lease.

(b) If any Hazardous Substances are placed or released on the Leased Premises by Club, its agents or employees, then Club, at its sole cost and expense, shall perform the investigation, repair, removal, clean-up or remediation thereof. Club agrees to indemnify and hold County harmless from any liability, cost, damage, claim or injury (including, without limitation, reasonable attorneys fees and the cost of any required investigation, repair, removal, clean-up or remediation) arising out of the use, manufacture, handling, storage, disposal or release of any Hazardous Substance by Club, its agents, and employees on, under or about the Leased Premises or the operation of Club's business on the Leased Premises during the Term of this Lease. The foregoing

indemnification by Club shall survive the expiration or earlier termination of this Lease.

(c) If any such condition presently exists which is not disclosed by the Vijay Report and as to which Club does not agree to be responsible for investigation, repair, removal, clean-up or remediation, Club may at its option within 120 days of the receipt of actual notice of such condition elect to terminate this Lease effective 90 days after the giving written notice of such election to County.

Section 11.12. Financial Reports. Not later than 120 days after the completion of each fiscal year of the Club, the Club shall provide to the County its audited balance sheet and operating statement for the year then completed, and an internal operating statement relating solely to Club's use of the Premises. Club's internal operating policies and constitutive documents shall provide that the Club's Board of Trustees be responsible for approval of all budgets and financial plans of the Club, and that at least 60% of the members of such Board of Trustees shall be residents of Milwaukee County.

ARTICLE XII

[RESERVED]

ARTICLE XIII

OPTION TO PURCHASE

Section 13.01. Option. County hereby grants to Club an option to purchase the Leased Premises at any time during the Term or any renewal thereof on the terms and conditions set forth in this Article. Said option shall be exercised by written notice from Club to County. If Club exercises the option granted herein, such exercise shall not be deemed to terminate this Lease and this Lease shall continue in full force and effect until the date of closing.

Section 13.02. Closing Date. The date of closing of the purchase and sale (the "Closing Date" shall be thirty (30) days after the date of County's receipt of Club's notice (provided, however, if such date shall be a Saturday, Sunday or legal holiday, then the closing shall take place on the next succeeding business day), or such other date as may be agreed in writing by County and Club. In the event such Closing Date extends beyond the term of

this Lease, this Lease shall continue in full force and effect upon all of the terms and provisions contained in this Lease including the payment of rent at the same rate as prior to the expiration of the Lease term prorated on a daily basis.

Section 13.03. Purchase Price. The purchase price for the Leased Premises shall be the greater of (i) \$100.00 or (ii) the unpaid principal balance plus accrued and unpaid interest on the Bonds.

Section 13.04. Title. County shall furnish and deliver to Club for examination, at least fifteen (15) days prior to the Closing Date, an ALTA Form B owner's policy of title insurance in the amount of \$7,000,000.00 naming Club as the insured, written by a responsible title insurance company licensed by the State of Wisconsin, which policy shall show good and marketable fee simple title in County as of the then current date, subject only to municipal and zoning ordinances, recorded easements, recorded building and use restrictions and covenants (provided none of the foregoing prohibit Club's use as set forth in Section 5.01); this Lease; and any liens caused, created or suffered to attach to the Leased Premises by Club; and any other easements, restrictions or covenants created by County with Club's express consent; all of which exceptions to title are herein collectively called "Permitted Encumbrances". A commitment by such title company agreeing to issue such title policy upon the recording of the proper documents as agreed herein shall be deemed sufficient performance. Club shall notify County of any objections to title and County shall have a reasonable time not exceeding thirty (30) days to resolve the objections and closing shall be extended as necessary for this purpose. At the closing, County shall provide Club all endorsements necessary to delete all exceptions to title (including standard exceptions) except for the Permitted Encumbrances and extend the effective date to a date as close to the Closing Date as may be practical and cause the Title Company to ensure over any gap risk. County shall pay the cost of the premium for the title insurance policy and any reports, amendments or endorsements required hereby.

Section 13.05. Casualty or Condemnation. In the event that subsequent to Club's exercise of the option but prior to closing and consummation of the sale and purchase contemplated herein, the Building shall be destroyed or damaged by fire or any other casualty, the closing and consummation of the sale and purchase contemplated herein shall take place as scheduled, and Club shall acquire the Leased Premises in "as is" condition and be entitled to receive all insurance proceeds relating to any such loss or damage. In the event that subsequent to Club's exercise of the option but prior to closing and consummation of the sale and purchase contemplated herein, the entire Leased Premises are

condemned or a portion of the Leased Premises is condemned which would enable Club to terminate this Lease under Article VIII above and Club does terminate this Lease, then Club shall have no obligation to purchase and County shall have no obligation to sell the Leased Premises or any remaining portion thereof.

Section 13.06. Closing. The purchase of the Leased Premises shall be closed and consummated on the Closing Date at the office of Club's counsel or such other place as may be agreed upon. Title to the Leased Premises shall be conveyed by warranty deed, properly executed and acknowledge, granting to Club good and marketable fee simple title to the Leased Premises subject only to the Permitted Encumbrances. At closing, Club shall execute and record a declaration affecting the Leased Premises by which the Leased Premises shall, for a period of not less than 30 years from the date of closing, be restricted to use for the purposes set forth in Section 5.01, unless the written consent of the County is obtained, which consent shall not be unreasonably delayed or withheld. The purchase price for the Leased Premises shall be payable in cash or its equivalent to County on closing. Rent shall be prorated and adjusted if the Closing Date is not the last day of the Lease term. If the Closing Date is not the last day of the Lease term, this Lease shall terminate without further action of the parties effective as of the Closing Date.

IN WITNESS THEREOF, the parties have executed this agreement on the date first above written.

CLUB:

COUNTY:

~~KICKERS OF WISCONSIN, INC.~~
~~d/b/a MILWAUKEE KICKERS SOCCER CLUB, INC.~~

MILWAUKEE COUNTY

By: [Signature]
Title: PRESIDENT

By: F. Thomas Ament
F. Thomas Ament, County Executive

Attest: E. Grant Morrell
Title: Secretary

Attest: [Signature]
Rod Lanser, County Clerk

Approved for Execution:

[Signature]
Corporation Counsel

EXHIBIT A

Legal Description of Leased Premises

The North 51 acres of the East 1/2 of the Northwest 1/4 of Section 22, Town 8 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key No. 119-9999-110-8

EXHIBIT B

List of Personal Property
Owned By Club

- | | | | |
|-----|--|-----|-----------------------|
| 1. | Ford Tractor | 2. | Ford Mower |
| 3. | 2 Rollers | 4. | 12 Stripping Machines |
| 5. | One containers | 6. | 2 Sets of bleachers |
| 7. | All materials in the
concession stand | 8. | One scoreboard |
| 9. | 22 sets of soccer goals
and nets | 10. | One rebounder |
| 11. | Set of field maintenance
tools | 12. | 2 golf carts |
| 13. | All inventory within the container | | |

Exhibit C

Rent Schedule¹

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Rent for 1994 Bonds</u>	<u>Annual Rent</u>	<u>Est. Rent for 1995 Bonds</u>	<u>Fiscal Year ending 7/31 Annual Rents</u>
06/01/95	0	\$166,605	\$166,605			\$166,605
12/01/95	132,723	79,758	212,481	\$379,086		
06/01/96	0	76,440	76,440		\$208,256	497,177
12/01/96	207,999	76,440	284,439	360,878	265,601	
06/01/97	0	71,240	71,240		95,550	716,829
12/01/97	207,999	71,240	279,239	350,479	355,549	
06/01/98	0	66,040	66,040		89,050	789,877
12/01/98	207,999	66,040	274,039	340,079	349,049	
06/01/99	0	60,840	60,840		82,550	766,477
12/01/99	207,999	60,840	268,839	329,679	342,549	
06/01/00	0	55,640	55,640		76,050	743,077
12/01/00	207,999	55,640	263,639	319,279	336,049	
06/01/01	0	50,440	50,440		69,550	719,677
12/01/01	207,999	50,440	258,439	308,879	329,549	
06/01/02	0	45,136	45,136		63,050	696,173
12/01/02	207,999	45,136	253,135	298,271	323,049	
06/01/03	0	39,728	39,728		56,420	672,331
12/01/03	207,999	39,728	247,727	287,455	316,419	
06/01/04	0	34,216	34,216		49,660	648,021
12/01/04	207,999	34,216	242,215	276,431	309,659	
06/01/05	0	28,600	28,600		42,770	623,243
12/01/05	207,999	28,600	236,599	265,199	302,769	
06/01/06	0	22,880	22,880		35,750	597,997
12/01/06	207,999	22,880	230,879	253,759	295,749	
06/01/07	0	17,160	17,160		28,600	572,388
12/01/07	207,999	17,160	225,159	242,319	288,599	
06/01/08	0	11,440	11,440		21,450	546,648
12/01/08	207,999	11,440	219,439	230,879	281,449	
06/01/09	0	5,720	5,720		14,300	520,908
12/01/09	207,999	5,720	213,719	219,439	274,299	
	\$3,044,711	\$1,417,398	\$4,462,109	\$4,462,109	\$5,595,922	\$10,058,031

R:\XF\ENVIRON\66261\0001\DMS0124\10/11/94\

¹ The rent shall be adjusted in accordance with Section 4.01(a), Article IV of the lease between the County and the Club.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT is made as of December _____, 1995, by and between MILWAUKEE COUNTY, a municipal corporation ("County") and Milwaukee Kickers Soccer Club, Inc., a Wisconsin non stock corporation ("Club").

Recitals

County and Club entered into that certain Lease dated October 14, 1994 ("Lease") relating to the demised premises therein and described generally as the real estate, building and certain other improvements located at 7003 West Good Hope Road, Milwaukee, Wisconsin. Reference is made to the Lease for defined terms used herein. The parties desire to amend the Lease in certain respects set forth below.

Agreements

Now, therefore, in consideration of the above and for other value received, the parties agree as follows:

1. Article XIII of the Lease is hereby deleted.
2. The parties desire to clarify the intent of the Lease that any repairs, additions, improvements or reconstructions made or performed by Club under any of Sections 4.03, 5.03 or 7.01 of the Lease are and shall remain the property of County; provided that the foregoing shall not diminish the effect of Section 5.04 of the Lease.
3. Nothing in the Lease shall be deemed to authorize or empower Club to mortgage, pledge or grant any lien upon or security interest in any portion of the Leased Premises owned by County.
4. The Excluded Improvements are, contemporaneously herewith, being conveyed by Club to County. The definition of the Leased Premises is hereby amended to include the Excluded Improvements.
5. Article XI, Section 11.10 is amended by deleting and adding, as follows:

~~Section 11.10 Quiet Enjoyment. County covenants and agrees that so long as Club pays the rent and performs and observes the covenants and provisions hereof, Club shall peacefully and quietly enjoy the full possession and use of the leased premises without any hindrance or molestation from County or any other party.~~

Possession. The Club shall be entitled to possession and use of the Leased Premises, subject to the County's right to enter the Leased Premises pursuant to and for the purposes set forth in Section 9.01. It is agreed that this right of entry shall include the right of the County to enter the Leased Premises for the purpose of performing any environmental investigation and remediation, as may be required by law, and for the purpose of maintaining the Leased Premises.

6. Except as expressly set forth above, the Lease shall remain in full force and effect.

Executed at Milwaukee, Wisconsin.

Milwaukee Kickers Soccer
Club, Inc.

By: _____
Title: _____

Milwaukee County

By: _____
F. Thomas Ament
County Executive

Attest: _____
Title: _____

Attest: _____
Rod Lanser, County Clerk

Approved for Execution:


Timothy R. Johnson
Corporation Counsel

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;

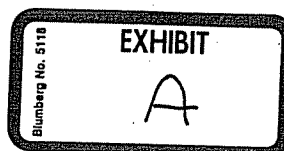
0.5 WHEREAS, the Club and the City are parties to litigation in which the Club is seeking a declaratory judgment that the Premises are exempt from general property taxes and in connection with a settlement of that litigation, the Club and the County desire to enter into this Second Amendment to Lease 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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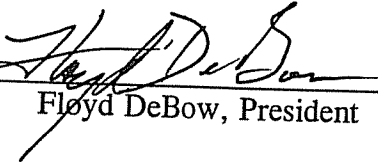
IN WITNESS THEREOF, the parties have executed this Second Amendment to Lease on the date first above written.

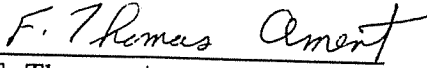
CLUB:

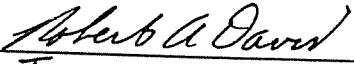
MILWAUKEE KICKERS
SOCCER CLUB, INC.


COUNTY:

MILWAUKEE COUNTY

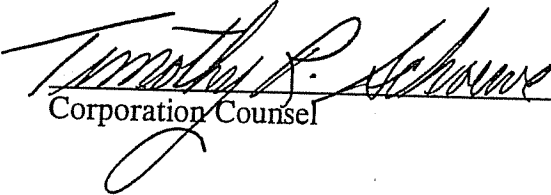
By: 
Floyd DeBow, President

By: 
F. Thomas Ament, County Executive

Attest: 
Title: Treasurer

Attest: 
Title: County Clerk

Approved for Execution:


Corporation Counsel

Third Amendment To Lease

This **Third Amendment to Lease** is entered into as of December 1, 1998, 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, 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, in Resolution No. 98-427, the County Board of Supervisors noted that the annual market value lease payments for the Leased Premises could range from approximately \$340,000 to \$510,000 per year;

0.6 WHEREAS, in Resolution No. 98-427, the County Board of Supervisors also noted that the Club has implemented and expanded soccer programs for students attending Milwaukee Public Schools, or residents of Milwaukee Public Housing projects, and for residents of the central city of Milwaukee, and that in order to expand these programs, it was essential that the financial resources of the Club be freed up through a restructuring of the Club's lease payment schedule; and

0.7 WHEREAS, in Resolution No. 98-427, the County Board of Supervisors authorized the County Executive and the County Clerk to execute this Third Amendment to Lease to establish a level payment lease payment of \$430,000 per year, with a final payment in 2011 in the amount of \$383,088.

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(a) is amended and restated as follows:

(b) During the initial term hereunder, 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 Two Hundred Fifteen Thousand Dollars (\$215,000.00) each, on August 1 and February 1 of each year, commencing August 1, 1999 and ending on February 1, 2011, provided that on August 1, 2011, Club shall pay to County rent in the amount of One Hundred Sixty-Eight Thousand Eighty-Eight Dollars (\$168,088.00).

2. Section 9.02 is created to read as follows:

Section 9.02. Uihlein Soccer Park Board of Directors. The activities and affairs of the Leased Premises shall be supervised by a seven member committee (the "Soccer Park Board") of the Board of Directors of the Club. Notwithstanding anything to the contrary contained in the bylaws of the Club, the County Executive of Milwaukee County shall have the right to appoint one member of the Soccer Park Board, and the Chairman of the Milwaukee County Board of Supervisors shall have the right to appoint one member of the Soccer Park Board. The Club agrees that any contrary provisions in its bylaws shall be amended to permit the foregoing prior to the execution of the Third Amendment to Lease.

3. Section 9.03 is created to read as follows:

Section 9.03. Nondiscrimination.

(a) *Use of Premises*. The Club, in the use of the Premises, will not discriminate or permit discrimination in any manner against any person or group of persons on account of sex, race, creed, color or national origin. The Club further agrees that in its operation of the Premises, it will fully comply with all applicable statutes, orders, regulations, ordinances and other requirements of law, including those of the federal government, the state of Wisconsin, and any county, municipal or other public authority prohibiting discrimination.

(b) *Employment*. In the performance of its duties and obligations under this Lease, the Club shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rate of pay or other forms of compensation; and selection for training, including apprenticeships. The Club will post in conspicuous places notices of available employment which shall set forth the provisions of this paragraph.

(c) *Equal Employment*. The Club agrees that, to the extent permitted under applicable law, it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, which

program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all areas of the Club's work force, where these groups may have been previously under-utilized and under-represented. The Club also agrees that in the event of any dispute as to compliance with the foregoing equal opportunity requirements, it shall be the Club's responsibility to show that the Club has met its requirements under this paragraph.

4. Section 9.04 is created to read as follows:

Section 9.04. Outreach. The Club agrees to provide increased recreational soccer programming in under-served areas of Milwaukee County, and shall work with staff of the Milwaukee County Board of Supervisors to develop a set of measurable performance outcomes for 1999, which will be used to evaluate achievement of such outreach goals. In September of 1999, the Club will report back to the Committees on Parks, Energy and Environment and Finance and Audit of the Milwaukee County Board of Supervisors regarding the extent of its success in achieving such performance outcomes.

5. Except as expressly set forth herein, the Lease, as modified by the First Amendment to Lease and the Second Amendment to Lease, shall remain in full force and effect.

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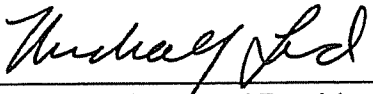
IN WITNESS THEREOF, the parties have executed this Third Amendment to Lease on the date first above written.

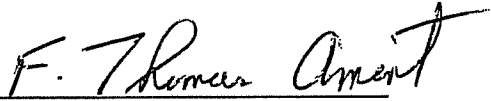
CLUB:

MILWAUKEE KICKERS
SOCCER CLUB, INC.

COUNTY:


MILWAUKEE COUNTY

By: 
Michael J. Lund President

By: 
F. Thomas Ament, County Executive

Attest: 
~~Red Lanser, County Clerk~~
MARK RYAN

Approved for Execution:


Corporation Counsel

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:

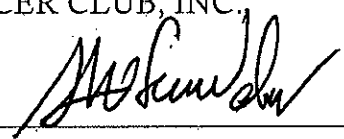
IN WITNESS THEREOF, the parties have executed this Fourth Amendment to Lease on the date first above written.

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.

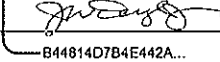
CLUB:

MILWAUKEE KICKERS
SOCCER CLUB, INC.

COUNTY:

MILWAUKEE COUNTY

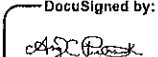
By: _____

By:  _____
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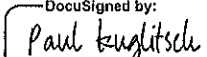
Acknowledged:

By:  _____ Date: 10/6/2014
Community Business Development Partners

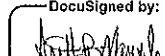
Reviewed by:

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

Approved for execution:

By:  _____ Date: 10/6/14
Corporation Counsel

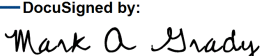
Approved:

By:  _____ Date: 10/6/2014
Comptroller

Approved:

By:  _____ Date: 7/29/2015
County Executive

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

By:  _____ Date: 8/3/2015
Corporation Counsel

[Signature Page to Fourth Amendment to Lease]