

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.

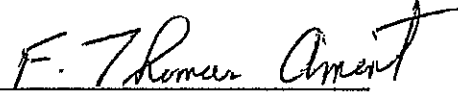
CLUB:

MILWAUKEE KICKERS
SOCCER CLUB, INC.

By: 
Michael J. Lund President


COUNTY:

MILWAUKEE COUNTY

By: 
F. Thomas Ament, County Executive

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

Approved for Execution:


Corporation Counsel