

Miller Park Sales Tax Sunset Dates

APPENDIX

1. Southeast Wisconsin Professional Baseball Park District Resolution #95-4, Resolution to Impose Sales and Use Taxes
2. Southeast Wisconsin Professional Baseball Park District Sales Tax Collections
3. Southeast Wisconsin Professional Baseball Park District 2016 Budget
4. Southeast Wisconsin Professional Baseball Park District December 15, 2015 Debt Service
5. Southeast Wisconsin Professional Baseball Park District Sales Tax Distributions and Collections – Calendar Year 2016, and Historic Sales Tax Collected 1996-2015
6. Southeast Wisconsin Professional Baseball Park District Post Sales Tax Sunset Date Financial Planning, February 2016
7. Second Amended and Restated Miller Park Lease Agreement, November 11, 2014

1.

Southeast Wisconsin Professional Baseball Park
District Resolution #95-4, Resolution to Impose
Sales and Use Taxes

RESOLUTION #95-4

Resolution to Impose Sales and Use Taxes

WHEREAS, the Southeast Wisconsin Professional Baseball Park District (the "District") is a local professional baseball park district created under subch. III of ch. 229, Wis. Stats., and is authorized pursuant to ss. 77.705 and 229.68(15), Wis. Stats., to impose a sales tax and a use tax under subch. V of ch. 77, Wis. Stats., by a resolution adopted by the affirmative votes of not less than 60% of the members of the District Board; and

WHEREAS, the District intends to issue bonds, pursuant to its authority under ss. 66.066 and 229.68(8), Wis. Stats., to finance its operations and activities, including the construction of local professional baseball park facilities; and

WHEREAS, the District desires to impose such taxes for the purpose of raising revenues to pay debt service on such bonds and to finance such operations and activities in accordance with and subject to the requirements of subch. III of ch. 229, Wis. Stat.; and

WHEREAS, such taxes shall constitute revenues of such local professional baseball park facilities; and

WHEREAS, the District Board has determined that the operations and activities of the District to be financed by such taxes serve a public purpose by providing recreation, encouraging economic development and tourism, reducing unemployment and bringing needed capital into the District for the benefit and welfare of the people of the District;

NOW THEREFORE, be it resolved by the District Board of the District as follows:

1. Pursuant to its authority under ss. 77.705 and 229.68(15), Wis. Stats., the District hereby imposes sales and use taxes at the rate of 0.1% of the gross receipts or sales price referred to in ss. 77.71(1), (2), (3) and (4), Wis. Stats.

2. The taxes imposed under Section 1 above shall be imposed for the period from January 1, 1996 until the end of the calendar quarter during which the District Board makes a certification to the Department of Revenue as provided in ss. 77.707 and 229.685(2), Wis. Stats.

3. The taxes imposed under Section 1 shall be and, in anticipation of the issuance of such bonds, hereby are pledged to the payment of any and all bonds issued by the District under ss. 66.066 and 229.68(8), Wis. Stats.

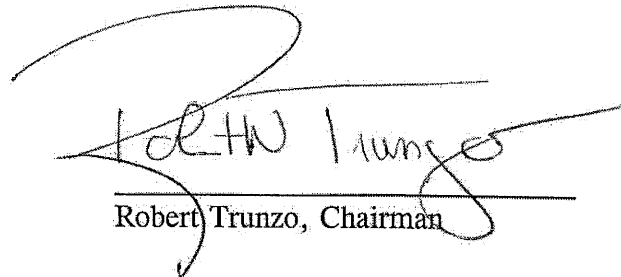
4. The Chairman of the District is hereby directed to deliver a certified copy of this Resolution to the Secretary of the Wisconsin Department of Revenue no later than December 1, 1995.

5. This resolution shall be effective January 1, 1996.

CERTIFICATION

I hereby certify that the foregoing is a true, correct and complete copy of a Resolution adopted by the affirmative votes of not less than 60% of the members of the Board of the Southeast Wisconsin Professional Baseball Park District on the 16th day of November, 1995 and that said Resolution has not been modified or repealed.

Dated this 16th day of November, 1995.

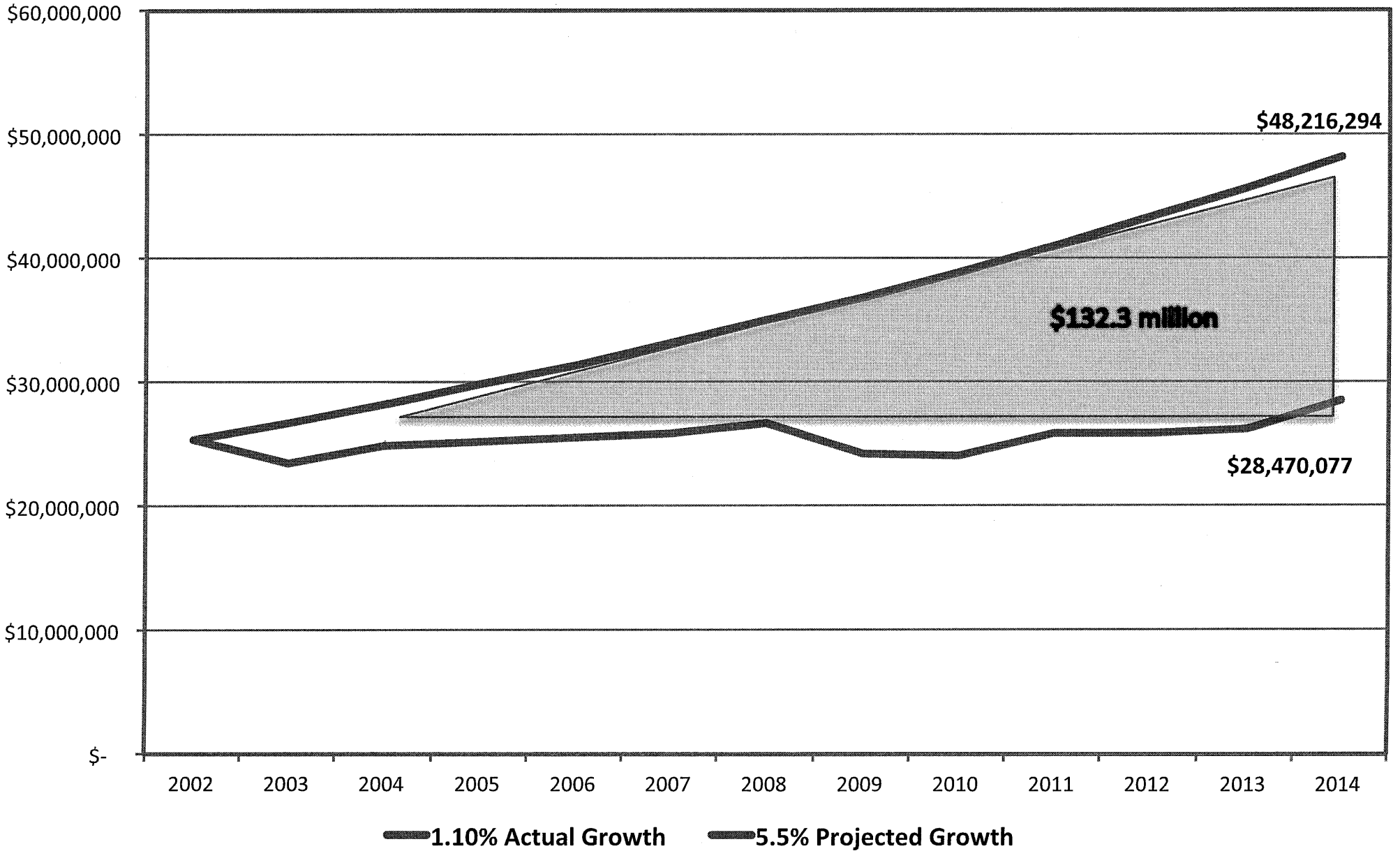


Robert Trunzo, Chairman

2.

Southeast Wisconsin Professional Baseball Park
District Sales Tax Collections

Southeast Wisconsin Professional Baseball Park District Sales Tax Collections



3.

Southeast Wisconsin Professional Baseball Park
District 2016 Budget

**Southeast Wisconsin Professional Baseball Park District
2016 Budget**

<u>Budget Category</u>	<u>2015 Adopted Budget</u>	<u>2016 Adopted Budget</u>	Funding beyond the projected sales tax sunset date
<u>OPERATIONS EXPENSES</u>			
<i>District Operations, Management & Administration</i>			
District Operating Expenses	\$35,000	\$35,000	Asset - Liability Matching Fund
Legal	\$70,000	\$70,000	
District Management and Administration	\$290,000	\$290,000	
Public Communications	\$10,000	\$10,000	
Accounting Services	\$32,000	\$32,000	
Financial Advisor	\$60,000	\$60,000	
Audit Services	\$25,000	\$25,000	
District Insurance	\$65,000	\$70,000	
Outside Services	\$330,000	\$280,000	
Subtotal	\$917,000	\$872,000	
Property Insurance	\$245,000	\$250,000	
<i>Annual Maintenance, Repairs & Improvements</i>			
Annual Maintenance & Repair Contribution (AMRC)	\$310,194	\$310,194	
District Segregated Reserve Fund (SRF) Deposit	\$1,889,806	\$1,889,806	
Subtotal	\$2,200,000	\$2,200,000	
<i>Debt Service</i>			
Principal Retirement	\$6,555,000	\$6,965,000	Defeasance Escrow
Interest Charges	\$6,187,775	\$5,827,250	
Subtotal	\$12,742,775	\$12,792,250	
Total Operations Expenses	\$16,104,775	\$16,114,250	
<u>OPERATIONS REVENUES</u>			
Sales Tax	\$28,760,000	\$29,314,000	
License Plate Sales	\$225,000	\$225,000	
Investment Income	\$550,000	\$475,000	
Milwaukee Brewers Baseball Club (MBBC) Rent	\$1,200,000	\$1,200,000	
Miscellaneous Revenue	\$100,000	\$100,000	
Total Operations Revenues	\$30,835,000	\$31,314,000	
TOTAL CHANGE IN OPERATIONS FUND BALANCE	\$14,730,225	\$15,199,750	
<u>SEGREGATED RESERVE FUND (SRF) EXPENSES</u>			
<i>Approved by Operations and Finance Committees (1)</i>	-	-	
<u>SEGREGATED RESERVE FUND (SRF) REVENUES</u>			
Investment Income	\$90,000	\$105,000	
MBBC Segregated Reserve Fund (SRF) Deposit	\$610,194	\$610,194	
District Segregated Reserve Fund (SRF) Deposit	\$1,889,806	\$1,889,806	
Total SRF Revenues	\$2,590,000	\$2,605,000	

Notes

(1) The SRF projects are approved by the Operations and Finance Committees. The 2015 Budget for SRF projects is \$1,522,000 and the 2016 Budget for SRF projects is \$1,544,600.



4.

Southeast Wisconsin Professional Baseball Park
District December 15, 2015 Debt Service

**Southeast Wisconsin Professional Baseball Park District
DECEMBER 31, 2015 DEBT SERVICE**

Year	Series 1998A		Series 1997 P&I (CABs)	Total Debt Service
	Principal	Interest		
2016	6,965,000	5,827,250		12,792,250
2017	7,405,000	5,444,175	720,000	13,569,175
2018	-	4,085,400	3,295,000	7,380,400
2019	-	3,133,900	3,235,000	6,368,900
2020	-	3,133,900	3,170,000	6,303,900
2021	-	3,133,900	3,100,000	6,233,900
2022	10,050,000	3,133,900	3,025,000	16,208,900
2023	10,680,000	2,581,150	2,950,000	16,211,150
2024	11,355,000	1,993,750	2,860,000	16,208,750
2025	12,065,000	1,369,225	2,775,000	16,209,225
2026	-	-	2,675,000	2,675,000
2027	-	-	-	-
2028	-	-	-	-
2029	-	-	-	-
Total	58,520,000	33,836,550	27,805,000	120,161,550

TOTAL TO BE PLACED IN DEFEASANCE ESCROW \$ 80,050,825

-  Debt Service defeased or partially defeased with extra sales tax revenue in 2008
-  Debt Service defeased with extra sales tax revenue in 2015

5.

Southeast Wisconsin Professional Baseball Park
District Sales Tax Distributions and
Collections – Calendar Year 2016,
and Historic Sales Tax Collected 1996-2015

**Southeast Wisconsin Professional Baseball Park District
Sales Tax Distributions - Calendar Year 2016**

	Month Collected by Vendors	Month Received by District	2016		
			Forecasted Distributions	Actual Distributions	Variance Over / (Under)
2015 - 2016 <u>Increase/(Decrease)</u> 2.44%	November	January	\$2,446,527	\$2,628,310	\$181,784
	December	February	\$2,525,116	\$2,246,855	(\$278,261)
Average Increase/(Decrease)	January	March	\$2,081,434	\$2,154,094	\$72,660
	February	April	\$2,185,712	\$2,380,762	\$195,050
	March	May	\$2,507,269		
	April	June	\$2,306,582		
	May	July	\$2,461,189		
	June	August	\$2,707,343		
	July	September	\$2,443,361		
	August	October	\$2,684,495		
	September	November	\$2,545,819		
	October	December	\$2,419,154		
	Totals		\$29,314,000	\$9,410,021	\$171,232

1997 - 2015 3.05%
1997 - 2002 7.89%
2003 - 2015 1.19%

2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
2,689,756	2,664,331	\$2,120,376	\$1,679,766	\$2,111,771	\$2,045,005	\$2,089,529	\$1,722,055	\$1,795,062	\$1,966,768
2,046,480	2,151,439	\$2,517,405	\$2,716,708	\$2,451,543	\$1,855,015	\$2,264,312	\$2,467,484	\$2,697,247	\$2,302,281
2,057,284	1,898,659	\$1,846,944	\$1,845,768	\$1,868,324	\$1,808,961	\$1,807,640	\$2,314,750	\$1,867,090	\$1,960,989
2,392,733	2,170,901	\$1,724,675	\$1,686,397	\$1,979,997	\$1,937,266	\$1,772,984	\$1,939,054	\$1,998,276	\$1,779,286
2,581,063	2,581,299	\$2,513,788	\$2,477,439	\$1,794,941	\$1,692,961	\$2,028,531	\$2,197,487	\$2,108,035	\$1,910,152
2,057,214	1,885,227	\$1,738,473	\$2,276,108	\$2,483,085	\$2,109,489	\$1,957,492	\$2,007,417	\$2,196,306	\$2,279,877
2,685,304	2,620,708	\$2,295,559	\$1,782,328	\$1,907,382	\$2,099,500	\$2,010,695	\$2,331,492	\$2,101,010	\$2,110,105
2,551,481	2,902,530	\$2,544,342	\$2,731,417	\$2,132,110	\$1,868,167	\$1,962,172	\$2,763,533	\$2,382,029	\$2,160,426
2,285,887	2,168,488	\$2,057,201	\$2,017,213	\$2,309,685	\$2,455,307	\$2,056,735	\$2,064,483	\$2,070,573	\$2,345,762
2,909,178	2,704,781	\$2,481,272	\$2,236,212	\$2,146,500	\$2,127,793	\$2,079,828	\$2,429,022	\$2,163,534	\$2,092,169
2,100,832	2,307,512	\$2,587,864	\$2,405,904	\$2,411,135	\$2,037,985	\$1,914,631	\$2,471,449	\$2,689,478	\$2,491,192
2,729,546	2,414,202	\$1,745,311	\$1,960,268	\$2,315,211	\$1,997,536	\$2,221,728	\$1,964,549	\$1,844,223	\$2,052,249
\$29,086,758	\$28,470,077	\$26,173,210	\$25,815,529	\$25,911,685	\$24,033,665	\$24,167,598	\$26,672,775	\$25,912,863	\$25,451,257
<i>Year-Over-Year Increase/(Decrease)</i> 2.17%	8.78%	1.39%	(0.37%)	7.81%	(0.55%)	(9.39%)	2.93%	1.81%	1.18%

2005	2004	2003	2002	2001	2000	1999	1998	1997	1996
\$2,118,049	\$2,053,155	\$1,956,323	\$1,819,758	\$1,619,339	\$2,226,216	\$1,188,940	\$1,422,144	\$1,373,695	
\$2,345,736	\$2,513,701	\$2,193,970	\$2,139,126	\$1,911,534	\$1,412,702	\$1,414,460	\$1,674,396	\$1,047,720	
\$1,698,987	\$1,882,915	\$2,088,964	\$2,169,408	\$1,973,114	\$2,216,352	\$1,820,290	\$1,654,955	\$1,733,499	
\$1,963,153	\$1,758,131	\$1,738,821	\$1,762,678	\$2,193,398	\$1,766,439	\$1,533,560	\$1,379,422	\$1,201,181	\$1,016,056
\$1,848,882	\$1,973,483	\$1,635,003	\$1,837,264	\$1,285,166	\$1,251,593	\$1,490,542	\$1,542,943	\$1,037,238	\$1,327,928
\$2,395,382	\$2,028,127	\$1,341,576	\$1,911,346	\$1,797,864	\$1,991,151	\$2,258,216	\$1,179,774	\$2,004,736	\$1,329,521
\$1,955,548	\$1,993,202	\$2,125,094	\$2,107,155	\$2,149,662	\$1,913,518	\$1,930,461	\$1,756,884	\$1,147,618	\$1,670,661
\$2,239,008	\$2,167,503	\$2,026,624	\$2,052,590	\$1,916,884	\$1,819,540	\$1,675,969	\$1,901,846	\$2,085,319	\$1,390,831
\$2,052,154	\$2,168,445	\$2,013,446	\$2,490,142	\$2,703,029	\$2,189,800	\$1,870,318	\$2,124,611	\$1,584,066	\$1,496,973
\$2,131,452	\$2,260,700	\$2,314,656	\$1,780,602	\$1,589,558	\$1,621,689	\$2,101,038	\$1,839,222	\$1,218,640	\$1,656,710
\$2,281,171	\$2,008,037	\$2,279,605	\$2,354,147	\$2,037,444	\$1,904,566	\$1,656,630	\$1,672,551	\$1,781,023	\$1,433,057
\$2,124,990	\$2,023,785	\$1,726,195	\$2,936,663	\$1,997,510	\$1,937,711	\$1,506,614	\$1,422,333	\$1,174,771	\$1,643,913
\$25,154,514	\$24,831,184	\$23,440,278	\$25,360,879	\$23,174,504	\$22,251,278	\$20,447,039	\$19,571,080	\$17,389,507	\$12,965,650
<i>Year-Over-Year Increase/(Decrease)</i> 1.30%	5.93%	(7.57%)	9.43%	4.15%	8.82%	4.48%	12.55%		

6.

Southeast Wisconsin Professional Baseball Park
District Post Sales Tax Sunset Date Financial
Planning, February 2016

Southeast Wisconsin Professional Baseball Park District

February 2016

Topic: Post sales tax sunset date financial planning

Description: The District's debt is secured with its sales tax revenue. As such, all of the District's outstanding debt must be defeased before the sales tax can be retired. In addition to paying off the bonds used to build Miller Park, the District has other contractual obligations it must fulfill each year. Just as the District executes debt defeasances to account for all of the debt payments beyond the projected sales tax sunset year, the District must also account for its other obligations that continue beyond the sales tax sunset year, currently projected to be between 2018 and 2020.

For the purposes of this briefing paper and the financial estimates, it is assumed that the sales tax will be sunset at the end of 2019.

Status:

Debt

- The District has placed a total of \$107.9 million in escrow three separate times to eliminate \$180.6 million in debt principal and interest payments. The District has two remaining debt issues that have **non-callable** payments beyond the projected sunset date. As the sales tax sunset date draws closer, the District plans to execute additional defeasances. **Sufficient funds for all non-callable payments beyond the projected sunset date will be placed in a defeasance escrow prior to the sales tax sunset date.** See the "December 31, 2015 Debt Service" chart.

Other Obligations

- Each year, the District budgets for the following obligations. These obligations will continue beyond the year in which the sales tax is sunset. These obligations are included in the sales tax sunset date report and projections.
 - *District Operations, Management and Administration*
 - Includes all expenses to operate the District office, all professional services (legal, management and administration, financial advisor, auditor, roof and building structural inspections, and engineering and HVAC evaluations), and District insurance (general liability, umbrella and Directors and Officers insurance policies)
 - *Miller Park Property Insurance Premium*
 - Includes the District's portion of the property insurance premium
 - *Annual Maintenance, Repairs and Improvements*
 - Includes the District's SRF and AMRC contributions defined in the lease
- In order to account for and fulfill its statutory and contractual obligations beyond the sales tax sunset date, the Finance Committee is recommending the creation of an Asset – Liability Matching Fund and a Stabilization Fund, as summarized below.
 - **Asset – Liability Matching Fund:** This is a separate investment fund used solely to hold U.S. Government securities guaranteed as to principal and interest. **The securities held in this fund will be matched to and committed for District liabilities and mature the year in which the liability occurs.** This will help ensure funds are available when needed and eliminate interest rate and liquidity risk.
 - **Stabilization Fund:** **This is a separate investment fund that can only be used to pay any difference between the estimated and actual liability of the District.** This will help ensure funds are available for the District's contractual obligations after the sales tax is sunset.

7.

Second Amended and Restated Miller Park
Lease Agreement, November 11, 2014

SECOND AMENDED AND RESTATED

MILLER PARK

LEASE AGREEMENT

By and Between

**SOUTHEAST WISCONSIN PROFESSIONAL
BASEBALL PARK DISTRICT**

and

**MILWAUKEE BREWERS BASEBALL
CLUB, LIMITED PARTNERSHIP**

Dated as of November 11, 2014

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS.....	6
1.1 Recitals.	6
1.2 Definitions.....	6
1.3 Accounting Terms.....	17
1.4 Legal Description of Site.....	17
1.5 Permitted Exceptions.....	17
ARTICLE 2 LEASED PREMISES	18
2.1 Second Amended and Restated Miller Park Lease Agreement.	18
2.2 Leased Premises.	18
ARTICLE 3 OWNERSHIP OF STADIUM PROJECT	18
3.1 Ownership Interests.	18
3.2 Intellectual Property Rights.	18
3.3 Teamwork Statuary	19
3.4 Sculptures.....	19
ARTICLE 4 CONSTRUCTION OF THE STADIUM COMPLEX.....	20
4.1 Construction of the Stadium Complex.	20
4.2 Survival of Certain Provisions of the Construction Administration Agreement.....	20
ARTICLE 5 TERM	20
5.1 Term.	20
5.2 Extensions of the Initial Term.....	20
ARTICLE 6 RENT	21
6.1 Rent.....	21
6.2 Additional Payments.....	21
6.3 Manner of Payment.....	21
6.4 Conditions to the Team's Obligation to Pay Rent.....	21
ARTICLE 7 TAXES.....	21
7.1 Exemption	21
7.2 Other Taxes.....	22
ARTICLE 8 USE OF STADIUM COMPLEX.....	22
8.1 Team's Use	22
8.2 Limitations Upon the Team's Use.....	24
8.3 Disclaimed Revenues.....	26
ARTICLE 9 MANAGEMENT OF STADIUM COMPLEX	26
9.1 Management	26
9.2 Retractable Roof Operations.	26
9.3 Utilities and Services	26
9.4 Traffic Control; Stadium Complex Security.....	27
9.5 Helfaer Field	27
ARTICLE 10 POSSESSION; CONDITION OF PREMISES	27
10.1 Possession	27
ARTICLE 11 RETURN OF PREMISES	27
11.1 Surrender of Possession.....	27
11.2 Installations and Additions.....	27

11.3	Trade Fixtures and Personal Property.....	28
11.4	Survival	28
11.5	Holding Over.....	28
ARTICLE 12	TRANSFER OF TEAM'S FRANCHISE.....	28
12.1	Non-Relocation Agreement	28
ARTICLE 13	RIGHTS RESERVED TO THE DISTRICT	29
13.1	Rights Reserved to the District	29
13.2	Obligation of the Team to Facilitate District Access.....	30
ARTICLE 14	MAINTENANCE AND MAJOR REPAIRS; IMPROVEMENTS.....	30
14.1	Maintenance Obligations.....	30
14.2	Segregated Reserve Fund Projects.....	31
14.3	Discretionary Team Projects.....	34
14.4	District's Annual Maintenance and Repair Contribution.....	36
14.5	Segregated Reserve Fund.....	37
ARTICLE 15	ASSIGNMENT AND SUBLETTING; COVENANT AGAINST LIENS.....	39
15.1	General Restrictions on Assignment and Subletting	39
15.2	Permitted Assignments or Subletting by the Team.....	39
15.3	Permitted Assignments by the District.....	40
15.4	The Team to Remain Obligated.....	41
ARTICLE 16	WAIVERS OF CERTAIN CLAIMS; MUTUAL INDEMNITIES.....	41
16.1	Waivers of Certain Claims	41
16.2	Responsibility for Personal Property	42
16.3	Indemnification for Third Party Claims	42
ARTICLE 17	DAMAGE OR DESTRUCTION BY CASUALTY.....	42
17.1	Damage or Destruction by Casualty	42
17.2	Restoration of Stadium Complex.....	42
17.3	Abatement of Rent and Other Amounts	42
ARTICLE 18	EMINENT DOMAIN; JURISDICTIONAL TRANSFER.....	43
18.1	Total Condemnation	43
18.2	Partial Condemnation.....	43
18.3	Allocation of Award	43
18.4	Temporary Taking	44
18.5	Jurisdictional Transfer	44
ARTICLE 19	EVENTS OF DEFAULT BY THE TEAM.....	44
19.1	Events of Default	44
19.2	Rights and Remedies of the District	45
19.3	Right to Re-Enter	46
19.4	Assumption or Rejection in Bankruptcy.....	46
19.5	Disputes Over Team Defaults.....	47
ARTICLE 20	DEFAULT BY THE DISTRICT.....	47
20.1	District Defaults.....	47
20.2	Rights and Remedies of the Team	48
20.3	Assumption or Rejection in Bankruptcy.....	49
20.4	Disputes Over District Defaults.....	49
ARTICLE 21	ESTOPPEL CERTIFICATES	50
21.1	From the Team	50

21.2	From the District	50
ARTICLE 22	SUBROGATION AND INSURANCE	50
22.1	Waiver of Subrogation	50
22.2	The Team's Insurance	51
22.3	Certificates of Insurance	52
22.4	Insurance Requirements	52
ARTICLE 23	NON WAIVER	52
ARTICLE 24	NOTICES	53
ARTICLE 25	COVENANT OF QUIET ENJOYMENT	54
ARTICLE 26	TITLE AND COVENANT AGAINST MECHANICS LIENS	54
ARTICLE 27	REPRESENTATIONS AND WARRANTIES BY THE TEAM	54
27.1	Valid Existence	55
27.2	Power; No Limitation on Ability to Perform	55
27.3	Valid Execution	55
27.4	Defaults	55
27.5	Status of General Partner	56
27.6	Power of General Partner	56
27.7	Power of Corporate General Partner	56
27.8	Valid Execution by General Partner	56
27.9	Valid Execution by Corporate General Partner	56
27.10	Maintenance of Good Standing in League	56
ARTICLE 28	REPRESENTATIONS AND WARRANTIES BY THE DISTRICT	56
28.1	Valid Existence	56
28.2	Power; No Limitation on Ability to Perform	57
28.3	Valid Execution	57
28.4	Defaults	57
28.5	Valid Execution by Officers of District	57
28.6	Other Stadium Agreements	57
ARTICLE 29	MISCELLANEOUS	58
29.1	Successors and Assigns	58
29.2	Modifications in Writing	58
29.3	Recordation of Lease	58
29.4	Headings	58
29.5	Time of Essence	58
29.6	Default Rate of Interest	58
29.7	Severability	58
29.8	Entire Lease	58
29.9	Force Majeure	59
29.10	Antidiscrimination Clause	59
29.11	No Third Party Beneficiary	59
29.12	No Merger of Estates	59
29.13	Neutral Construction	59
29.14	Baseball Rules and Regulations	59
29.15	Arbitration	59
29.16	Governing Law	60
29.17	Forum	60

29.18 Counterparts..... 60

EXHIBITS

Exhibit A	Legal Description of Site
Exhibit B	Standards for Maintenance of Stadium Complex
Exhibit C	Standards for Retractable Roof Maintenance and Repairs
Exhibit D	Permitted Exceptions
Exhibit E	Occupancy License Agreement
Exhibit F	Memorandum of Amended and Restated Lease
Exhibit G	Segregated Reserve Fund Process
Exhibit H	Example of Miller Park Design Mark
Exhibit I	Site Plan
Schedule 1	Rent Schedule
Schedule 2	District's Office Space
Schedule 3	Annual Maintenance and Repair Contributions

SECOND AMENDED AND RESTATED MILLER PARK LEASE AGREEMENT

THIS SECOND AMENDED AND RESTATED MILLER PARK LEASE AGREEMENT (this "**Lease**") is effective as of the 11th day of November, 2014 (the "**Effective Date**"), by and between **SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT**, a statutorily created instrumentality of the State of Wisconsin (hereinafter referred to as "**District**"), and **MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP**, a Wisconsin limited partnership (hereinafter referred to as the "**Team**").

RECITALS:

A. The presence and conduct of professional baseball in the State of Wisconsin (the "**State**") stimulates economic activity in the State and, therefore, the creation of a modern state-of-the-art baseball stadium facility for the playing of professional baseball will be beneficial to the State.

B. To promote the conduct of professional baseball in the State, the District was established by the State's legislature pursuant to the Act for the purpose of financing, acquiring, developing, constructing, owning, leasing and operating a modern state-of-the-art baseball stadium facility.

C. The State currently owns a portion of the Site as defined herein. The State has leased such portion of the Site, together with all rights appurtenant thereto, to the District pursuant to a 99-year ground lease dated October 21, 1996 as amended by the First Amendment to Ground Lease dated as of October 31, 1998 and as amended by the Second Amendment to Ground Lease dated as of August 18, 2011 (collectively, the "**Ground Lease**").

D. The District has entered into a Ground Lease dated September 18, 1998, between the State of Wisconsin, State Building Commission (the "**State Building Commission**"), as Lessor, and the District, as Lessee (the "**1998 Ground Lease**") for the remaining portion of the Site.

E. The Team is the holder of the franchise for the City of Milwaukee (the "**City**") issued by the National League of Professional Baseball Clubs (the "**National League**") and is the owner of the Milwaukee Brewers professional baseball team (the "**Milwaukee Brewers**").

F. The State and the District desire that the Milwaukee Brewers continue to play their Baseball Home Games in the City and the Team desires to cause the Milwaukee Brewers to continue to play their Baseball Home Games in the City.

G. The District desires to: (i) sublease the Site to the Team, and the Team desires to sublease the Site from the District; and (ii) the District desires to lease to the Team, and the Team desires to lease from the District, the District's Ownership Interest (as hereinafter defined) upon the terms and conditions herein set forth.

H. The District and the Team previously entered into that certain Lease Agreement dated as of December 31, 1996 (the "**Original Lease Agreement**").

I. The District and the Team entered into that certain Amended and Restated Miller Park Lease Agreement dated June 30, 2004 (the "**Restated Lease Agreement**"), that certain First Amendment to Amended and Restated Lease Agreement dated as of December 1, 2004 (the "**First Amendment**"), that certain Second Amendment to Amended and Restated Lease Agreement entered into as of January 14, 2005 (the "**Second Amendment**") and that certain Third Amendment to Amended and Restated Lease Agreement dated as of August 18, 2011 (the "**Third Amendment**"). The First Amendment, Second Amendment and Third Amendment shall be collectively referred to as the "**Amendments**".

J. Concurrently with the execution of the Original Lease Agreement, the District and the Team executed and delivered that certain Shared Ownership Agreement dated as of December 31, 1996, which Shared Ownership Agreement was subsequently amended and restated in its entirety effective as of February 22, 2001, and thereafter was amended on January 14, 2005 and on February 20, 2006 (as amended, the "**Shared Ownership Agreement**"). The Shared Ownership Agreement sets forth the ownership interest of the District and the Team in and to the Stadium Project (as hereinafter defined).

K. The Shared Ownership Agreement provides that the District lease the District's Ownership Interest (as hereinafter defined) to the Team as provided herein.

L. As an inducement to the Team to continue to cause the Milwaukee Brewers to play their Baseball Home Games in the City, the District and the Team agreed to cause the Stadium Project and Infrastructure to be constructed pursuant to that certain Construction Administration Agreement dated as of December 31, 1996, which Construction Administration Agreement was subsequently amended and restated in its entirety effective as of February 22, 2001 (the "**Construction Administration Agreement**")

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein, the parties do hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 **Recitals.** The foregoing Recitals are hereby incorporated herein as if fully set forth below and are material terms and provisions of this Lease representing the intent of the parties hereto.

1.2 **Definitions.** Certain terms are defined in the text of this Lease. As used in this Lease and unless otherwise expressly indicated, the following terms shall have the following meanings:

Revenue Bonds, or (2) adversely affect the tax-exempt (if applicable) status of the Stadium Revenue Bonds.

8.3 **Disclaimed Revenues.** Unless otherwise expressly provided for herein, during the Term hereof the District disclaims all revenues generated by the operations of the Team or derived from the ownership of the Team's Franchise, as well as from the operation of the Stadium Complex for the Permitted Uses.

ARTICLE 9

MANAGEMENT OF STADIUM COMPLEX

9.1 **Management.** Subject to Section 9.2 below, commencing on the Commencement Date and during the balance of the Term hereof, the Team shall be exclusively responsible for the management and operation of the Stadium Complex (in addition to its operation of the Team's business), including, but not limited to, the following rights, responsibilities and obligations:

(a) Employing, at the Team's expense, all day-of-game, seasonal and year-round personnel including, without limitation, all security, crowd control, maintenance, cleaning, landscaping and other personnel or independent contractors required for the operation and Maintenance of the Stadium Complex;

(b) Acquiring and maintaining all insurance required to be carried by the Team pursuant to Article 22 hereof; and

(c) Effectuating all Maintenance of the Stadium Complex in accordance with Article 14 hereof.

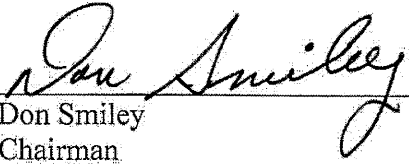
9.2 **Retractable Roof Operations.** The District shall operate the Retractable Roof with the assistance of the Team. In conjunction with roof moves, the District shall provide one roof operations supervisor, with such costs to be payable out of the Segregated Reserve Fund. The Team shall provide a minimum of four personnel reasonably acceptable to the District, including a roof operator in the control room and roof observers on the pivot platform, the track beam, and/or in a location or locations reasonably deemed necessary by the roof operations supervisor. The Team shall be responsible for the cost of the four required personnel noted above.

9.3 **Utilities and Services.** Commencing on the Early Commencement Date and continuing thereafter through the balance of the Term, the Team shall be responsible for paying when due the cost of all utility services (but not installation) necessary for the operation of the Stadium Complex, including, but not limited to, fuel, water, sewerage, storm water management fees and electricity, assessed, levied or charged by any governmental body or the utility providing such service.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first written above.

THE DISTRICT:

**SOUTHEAST WISCONSIN PROFESSIONAL
BASEBALL PARK DISTRICT**

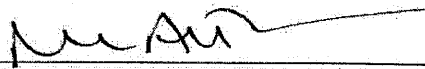
By: 
Name: Don Smiley
Title: Chairman

THE TEAM:

**MILWAUKEE BREWERS BASEBALL CLUB,
LIMITED PARTNERSHIP**

By: MILWAUKEE BREWERS HOLDINGS LLC,
its General Partner

By: MLA Sports, LLC, its Manager

By: 
Name: Mark L. Attanasio
Title: Manager