

**AMENDED AND RESTATED
RECIPROCAL OPERATING AND EASEMENT
AGREEMENT**

By and Among

**MILWAUKEE BREWERS BASEBALL CLUB,
LIMITED PARTNERSHIP**

and

**SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL
PARK DISTRICT**

and

CITY OF MILWAUKEE

and

REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE

and

RACM TRANSFEREES (as defined herein)

Dated as of _____, 2015

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**AMENDED AND RESTATED
RECIPROCAL OPERATING AND EASEMENT AGREEMENT**

THIS AMENDED AND RESTATED RECIPROCAL OPERATING AND EASEMENT AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2015, by and among **MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP**, a Wisconsin limited partnership ("Team"), **SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT** ("District"), the **CITY OF MILWAUKEE**, a municipal corporation of the State of Wisconsin ("City"), the **REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE**, a public body corporate ("RACM"), and each **RACM TRANSFEREE** (as defined herein).

W I T N E S S E T H :

WHEREAS, the District and the State of Wisconsin Department of Administration ("DOA") have heretofore executed and delivered that certain "Ground Lease Agreement" (as defined herein), pursuant to which DOA has leased to the District DOA's fee simple interest in and to the Premises (as defined herein and in the Ground Lease Agreement); and

WHEREAS, the District and the Team have heretofore executed and delivered that certain Miller Park "Lease Agreement" (as defined herein), pursuant to which the District has subleased the premises described therein to the Team and has leased to the Team all of the District's ownership interest in and to the "Stadium Complex," as such term is defined in the Lease Agreement; and

WHEREAS, the District has heretofore constructed the Stadium Complex on a portion of the Premises in order that the Team may conduct its home games and other special events at the Stadium Complex; and

WHEREAS, the Team, the District and CMC Heartland Partners, a Delaware general partnership ("CMC"), have heretofore entered into that certain Reciprocal Operating and Easement Agreement dated as of September 18, 1998, and recorded in the office of the Milwaukee County Register of Deeds on December 17, 1998, as Document No. 7653362 (the "Original ROE"), which Original ROE set forth certain rights and obligations as between the parties hereto; and

WHEREAS, RACM succeeded CMC as owner of that certain tract of land described in Exhibit A attached hereto and hereby made a part hereof and identified as the "Valley Industrial Park Land"; and

WHEREAS, RACM has developed the Valley Industrial Park Land as a light industrial park and has transferred certain parcels of the Valley Industrial Park Land to the RACM Transferees, as reflected on Exhibit E; and

WHEREAS, certain of the rights and obligations of the parties, including RACM and the RACM Transferees, as successors to CMC, arising under the Original ROE have been heretofore satisfied and fulfilled or are otherwise no longer applicable or practical; and

WHEREAS, following an exchange of lands between CMC and DOA in 1998, the District has developed the parcel of land formerly known as the “CMC Tract” (as defined in the Original ROE) with parking and other spectator amenities for use in conjunction with “Events” (as defined herein) conducted at the Stadium Complex from time to time; and

WHEREAS, the City and RACM both have an interest in seeing the Valley Industrial Park Land developed and the RACM owned parcels in the Valley Industrial Park Land marketed for sale without the financial burdens of the Original ROE; and

WHEREAS, the parties hereto desire to provide for the division of responsibility for the maintenance, operation, repair and/or replacement of the Access Roads (as defined herein) or portions thereof and the facilities located thereon, and to grant certain reciprocal easements for, and impose certain covenants and obligations with respect to the use or operation of, portions thereof; and

WHEREAS, the parties hereto desire to terminate and extinguish the Original ROE and to replace and substitute the same, in its entirety, with this Agreement and, in doing so, to release City, RACM, the RACM Transferees and their respective successors and assigns from certain financial obligations under the Original ROE.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used in this Agreement and unless otherwise expressly indicated herein, the following terms shall have the following meanings:

“Access Roads” shall mean the Private Roadways identified as such on the Site Plan.

“Agreement” shall mean this Amended and Restated Reciprocal Operating and Easement Agreement.

“Baseball Home Games” shall mean each of the Team’s scheduled or rescheduled home playing dates during a Major League Baseball Season at the Stadium Complex; each date on which any Major League Baseball game is scheduled or rescheduled to be played at the Stadium Complex; each date on which any Post Season Game is scheduled or rescheduled to be played at the Stadium Complex; the date of any All-Star Game scheduled or rescheduled at the Stadium Complex; and the date of any exhibition game scheduled or rescheduled to be played at the Stadium Complex.

“Business Day” shall mean any day other than a Saturday, a Sunday or a public or bank holiday or the equivalent for banks generally under the laws of the State of Wisconsin.

“City” shall mean the City of Milwaukee, Wisconsin.

“County” shall mean Milwaukee County, Wisconsin.

“Designated Parking Areas” shall mean the East Lot and the River East Lot as shown on the Site Plan.

“East Lot” shall mean that certain portion of the Designated Parking Area described as such on the Site Plan.

“Emergency” shall mean an event or occurrence which requires immediate remedial action (a) for the protection of persons or property; or (b) to comply with any legal requirement to the extent that noncompliance therewith would materially adversely affect the operations or property or would result, or may be asserted or alleged to result, in criminal or civil liability of the Team, the District, DOA or the City.

“Event Days” shall mean any day during the Term on which Baseball Home Games, Team Uses and Events or Special Events are conducted at the Stadium Complex.

“Event Period” shall mean the period commencing four (4) hours prior to and ending two (2) hours after any Baseball Home Games, Team Uses and Events or Special Events conducted at the Stadium Complex; provided, however, that the Team shall have the right to increase or reduce the duration of the Event Period upon prior written notice to the City for good cause. As and for examples of such good cause, a Baseball Home Game conducted on opening

day of the baseball season may require a longer duration, while a Team Use and Event, such as a charitable fundraiser with a relatively small number of attendees, may require a shorter duration.

“Events” shall mean any of (i) Baseball Home Games, (ii) Team Uses and Events, or (iii) Special Events.

“Force Majeure” shall mean acts of God, fire or other casualty, earthquake, flood, epidemic, landslide, enemy act, war, holocaust, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts or labor disputes, or any other similar or like event or occurrence beyond the reasonable control of either party hereto that cause such party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder, other than one for the payment of money.

“Ground Lease Agreement” shall mean the document so titled by and between DOA and the District and dated October 21, 1996, as heretofore or hereafter amended from time to time.

“Lease Agreement” shall mean that certain 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., as heretofore or hereafter amended from time to time.

“Major League Baseball Season” shall mean the period of time commencing with the first Baseball Home Game each year during the Term and ending the day after the final Baseball Home Game has been played in each such year.

“Notice” shall have the meaning set forth in Section 5.1 hereof.

“Permittees” shall mean owners, lessees, and lawful occupants of any portion of the Premises and/or the Valley Industrial Park Land and their respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees and concessionaires.

“Premises” shall mean the real property defined as such in the Ground Lease Agreement, and legally described in Exhibit C attached hereto and made a part hereof.

“Private Roadways” shall mean any and all streets, routes, roads, ways or thoroughfares that are located on the Premises and are not designated as Public Streets, but which have been recognized by the City, through a formally adopted resolution, as private streets.

“Public Streets” shall mean all streets, routes, roads, public ways or thoroughfares which service the Premises and/or the Valley Industrial Park Land, have been accepted for dedication as such, and are owned and controlled by the City, the County, or the State of Wisconsin and are open for public use.

“RACM Transferee” shall mean each and all of the property owners in the Valley Industrial Park Land other than RACM as shown on Exhibit E, which are: Palermos Properties, LLC; Mulhaney Properties, LLC; Caleffi North America, Inc.; VALTAY, LLC; HSI Industrial I, LLC; CAM-JWM, LLC; Triony Milwaukee, LLC; Briohn Ventures III, LLC; 53rd Street IP LLC and Ingeteam, Inc. plus any entities that acquire title to development parcels in the Valley Industrial Park Land, as shown in blue on Exhibit E, from RACM subsequent to the execution of this Agreement.

“River East Lot” shall mean that portion of the Former CMC Tract described as such on the Site Plan.

“Security Force” shall mean either or a combination of (i) licensed, bonded and trained personnel including, with limitation, on or off-duty police officers or Sheriff’s deputies; or (ii) a private security force trained by or on behalf of the Team and, in either case, employed for the purposes of guarding and protecting persons and property from injury, theft and harm and for traffic control.

“Service Lines” shall mean any pipeline, utility line, electrical line, gas line, cable, sanitary or storm sewer, pipe, vent, conduit, duct or other line or wire that provides or distributes Utility Service to the Former CMC Tract, including, without limitation, all mechanical, plumbing, heating, ventilating and other fixtures and equipment necessary for such provision or distribution to the Former CMC Tract.

“Signalized Intersections” shall mean the electronic signalized intersections situated at both the east and west intersections of the State Trunk Highway 341, also known as Miller Park Way, ramp terminus on Frederick Miller Way, as shown on the Site Plan.

“Site Plan” shall mean the overall site plan showing the Stadium Complex, the Designated Parking Areas, the Access Roads and the Premises, which overall site plan is attached hereto as Exhibit B and made a part hereof.

“Special Event” shall mean any event or period of use of the Stadium Complex which has been authorized by the Team and is other than a Baseball Home Game or Team Uses and Events, including, but not limited to, concerts, shows, trade shows, sporting events, or other public or private corporate events or exhibitions.

“Team Uses and Events” shall mean any and all utilization of the Stadium Complex by or sponsored or authorized by the Team (other than Baseball Home Games and any Special Event).

“Term” shall mean the period commencing on the date hereof and ending upon the expiration or termination of the Lease Agreement or October 20, 2095, whichever occurs first.

“Utility Service” shall mean the furnishing of water, electricity, gas, electric, electronic communications, telephone, storm or sanitary drainage and any other similar or related power or information transmission lines.

ARTICLE II

USE, CONTROL, MAINTENANCE AND REPAIR OF ACCESS ROADS

2.1 Easement in Access Roads. At the time of execution of this Agreement, the Access Roads have been established as Private Roadways and the following provisions shall govern with respect thereto. For the Term, the Team and the District hereby create for the benefit of the Valley Industrial Park Land a non-exclusive easement for the use of the Access Roads for the purposes of providing reasonable ingress and egress, to the City as necessary to fulfill its maintenance obligations under the terms of this Agreement and to RACM, the RACM Transferees and their respective Permittees in connection with the development, use and enjoyment of the Valley Industrial Park Land, subject to the terms and conditions hereof. Such easement shall be used and enjoyed in common by the Team, the District and their respective Permittees in connection with the development, use, and enjoyment of the Stadium Complex. Notwithstanding the easement granted in this Section 2.1 or anything else in this Agreement, the City shall not take any action affirmatively to direct traffic to the Access Roads, including but not limited to in any traffic plan or detour, and shall not publicize this Agreement or the easement to the public at large, except to the extent necessary to secure approval of this Agreement by the Common Council and RACM.

2.2 Control of Access Roads. Notwithstanding the easement created in Section 2.1 hereof or anything else in this Agreement, the Team, subject to the rights of the District under the Lease Agreement, shall have the right to control, manage, and direct the Access Roads in accordance with the terms and conditions hereinafter set forth.

2.3 Use of Access Roads by RACM and RACM Transferees. Commencing on the Effective Date of this Agreement, RACM, the RACM Transferees and their respective Permittees shall have the right to use the Access Roads subject to the terms and conditions hereinafter set forth.

(i) During Event Periods, (i) it is anticipated that prior to the Event, three (3) lanes of that portion of Frederick Miller Way situated immediately east of the eastern-most Signalized Intersection shall be open and utilized for eastern-bound vehicular traffic only in order to facilitate the loading of vehicles into the Designated Parking Areas situated on the River East Lot and the East Lot, and one (1) lane shall be open and utilized for western-bound vehicular traffic only, and (ii) subsequent to the Event, three (3) such lanes of Frederick Miller Way shall be open and utilized for western-bound vehicular traffic only in order to facilitate the unloading of vehicles from the Designated Parking Areas situated on the River East Lot and the East Lot, and one (1) lane shall be open and utilized for eastern-bound vehicular traffic only.

(ii) On non-Event Days, two (2) lanes of Frederick Miller Way will carry vehicular traffic easterly and the other two (2) lanes shall carry vehicular traffic westerly.

(iii) In order to promote the most effective traffic flow during Event Periods and anticipated traffic volume, the Team shall have the right to control traffic through the utilization of reversible lanes and other available means.

(iv) In order to promote safety and to maintain the integrity of the Team's parking procedures on Event Days, the Team shall have the right to install fencing and/or other commercially reasonable barricades in order to physically separate Selig Drive from the Valley Industrial Park Land. The Team shall provide the City with a set of plans for such fencing and/or other barricades in order to provide the City an opportunity to provide comments thereon to the Team.

(v) The portion of Selig Drive comprising an Access Road shall be comprised of four (4) lanes with two (2) running easterly and two (2) lanes running westerly; provided, however, that the Team shall have the right, in its discretion, to reverse one of such lanes on Event Days in order to facilitate traffic control and safety.

(vi) In the event the Access Roads, or any of them, are expanded in the future, the Team, the District and the City will seek to mutually agree upon their respective utilization of the additional lanes during Event Periods and on non-Event Days.

2.4 Construction, Maintenance and Repair of Access Roads. The District has heretofore constructed the Access Roads at the District's sole cost and expense, in a first-class manner and in accordance with the plans and specifications therefor. With respect to the maintenance and repair of the Access Roads, the obligations of the District, the Team and the City shall be as follows:

(i) District Obligations. In consideration of its construction of the Access Roads, the District shall have no obligations with respect to the Access Roads, including, without limitation, no financial obligations of any kind for payment or reimbursement (pursuant to this Agreement or any other agreement) and no maintenance, repair or replacement obligations, including, without limitation, maintenance, repair or replacement of any facilities, bridges, structures or Service Lines located in or forming part of the Access Roads; provided, however, that the District shall consult with the Team and City regarding the necessary and appropriate maintenance and repair of the Access Roads as provided in Section 2.5.

(ii) City Maintenance Obligations. In consideration of the Team's forgiveness and release of the financial obligations of the City, RACM and the RACM Transferees for repair and maintenance of the Access Roads under the Original ROE, as provided in Section 2.8, the City hereby agrees to perform the following maintenance and repair work during the Term with respect to the Access Roads, at its sole cost and expense, and warrants that all such maintenance and repair work shall be provided in a first-class, fully functional and workmanlike manner consistent with the frequency and design standards then applicable for similar improvements in the City's public right-of-way as expressly set forth below:

- (a) Street sweeping to be conducted once per month.
- (b) Snowplowing, salting or other deicing, as necessary based on weather and environmental conditions and in accordance with the Priority 3 standards attached hereto as Exhibit D.
- (c) Asphalt patching consistent with City maintenance standards as needed (but not less frequently than annually) and promptly upon receipt of complaints from RACM, the RACM Transferees and their respective Permittees, the Team or the District. Annual patching needs shall be determined by an annual inspection by the City's Department of Public Works, which inspection shall take place between March 1 and April 30 of each calendar year during the Term.
- (d) Minor curb repairs, as needed.

(iii) Team Obligations. Except as provided in Section 2.4(ii), which obligations shall be exclusively obligations of the City, the Team covenants and

agrees, at the Team's expense, to maintain, repair and replace and keep in good order, condition and repair the Access Roads, including, without limitation, all facilities, bridges, structures and Service Lines located in or forming part of the Access Roads.

(a) Suspension of Team Obligation. Notwithstanding the foregoing or anything else in this Agreement, the Team's obligations under this Section 2.4(iii) shall be suspended during any time period in which the City is in material breach of its obligations hereunder, and neither the City nor any other person may initiate any arbitration, lawsuit or other judicial or administrative proceeding against the Team with respect to the Team's obligations under this Section 2.4(iii) during any such period.

(b) The Team's obligations pursuant to this Section 2.4(iii) shall terminate in the event that the Access Roads (or any portion thereof) are dedicated to the City or another governmental entity and thereby become Public Streets; provided, however, that if only a portion of the Access Roads is so dedicated, the Team's obligations shall terminate only with respect to the portion of the Access Roads that has been dedicated.

(iv) Other Rights and Obligations of City, District and Team Unchanged. Nothing herein amends, releases, impairs or modifies the respective rights and obligations of the District or the Team with respect to any of the Access Roads pursuant to any other agreement, including, but not limited to, the Lease Agreement or otherwise arising under the common law. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Lease Agreement, then, as between the District and the Team, the terms and provisions of the Lease Agreement shall govern, control and prevail. In addition, nothing herein amends, releases, impairs or modifies the respective rights and obligations of the City, the District or the Team pursuant to the Miller Park Traffic Control Easement Agreement, dated November 30, 2005 and recorded with the Milwaukee County Register of Deeds Office as Document No. 09163917 on January 12, 2006.

2.5 Maintenance Procedures; Coordination. In order to minimize disruption to the use of the Access Roads in connection with the performance of the repair and maintenance obligations required in this Article II, the District, the Team and the City agree to the following procedures and limitations.

(i) Designated Contacts. The Team, the District and the City shall each designate a contact person to whom all notices, questions and other matters shall be referred relating to the maintenance and repair obligations of the Team and the City under this Article II.

(a) The designated contact for the City (the “City Contact”) shall be:

Samir Amin
Infra-Structure Operations Manager
City of Milwaukee, DPW
Zeidler Municipal Building, Room 501
841 N. Broadway
Milwaukee, Wisconsin 53202
Phone: 414-286-2461
Fax: 414-286-5994
samin@milwaukee.gov

(b) The designated contact for the Team (the “Team Contact”) shall be:

Jason Hartlund
Vice President – Brewers Enterprises
Miller Park
One Brewers Way
Milwaukee, Wisconsin 53214
Phone: (414) 902-4352
Cell: (414) 526-3448
Fax: (414) 902-4063
Jason.Hartlund@brewers.com

(c) The designated contact for the District (the “District Contact”) shall be:

Michael Duckett
Executive Director
Miller Park
One Brewers Way
Milwaukee, Wisconsin 53214
Phone: 414-902-4042
Cell: 414-940-2139
Fax: 414-902-4033
mduckett@millerparkdistrict.com

(ii) City's Non-Disturbance During Restricted Periods. The City's performance of its maintenance and repair obligations with respect to the Access Roads shall not interfere with the use of the Access Roads or the Stadium Complex by the Team, the District or their respective invitees and Permittees during Event Periods and shall not unreasonably interfere with the RACM Transferees', or their Permittees, use of the Access Roads at any time. During Event Periods, the City shall not engage in any maintenance or repair work that impairs, limits or otherwise restricts access to or use of the Access Roads or the Stadium Complex, without the prior written consent of the Team and the District. The Team shall promptly provide the City with reasonable advance written notice of (and keep the City updated with periodic advance written notices concerning) Event Periods. It is the intent hereof to provide as much advance notice of Event Periods as reasonably practicable and reasonable to the City in order to facilitate scheduling by the City. The City accepts, acknowledges and covenants that, during Event Periods, the City shall take all necessary steps to ensure that the Access Roads are free from obstructions, equipment, machinery, vehicles, or other items used in conjunction with the City's maintenance and repair obligations. In the event that the City fails to comply with the terms set forth herein, the Team and/or the District may exercise self-help and take any action necessary to ensure that the Access Roads and the Stadium Complex are free of obstructions and safe for public access. Such self-help actions may include, but are not limited to, removal of any obstruction, equipment, machinery, vehicles, or debris from the Access Roads.

(iii) Advance Notice of Certain Maintenance and Repairs Other Than During Event Periods. The City shall not perform any maintenance or repair activities that would result in disruption in the use of or access to the Access Roads or the Stadium Complex without first providing advance written notice to the RACM Transferees, the Team Contact and the District Contact not less than seventy-two (72) hours before the commencement of such maintenance or repair activities. Notices required under this section to a RACM Transferee shall be in writing, addressed to the RACM Transferee's registered agent. Whenever possible, the City will provide the RACM Transferees, the Team and the District with a preliminary work schedule with respect to any such maintenance and repair activities and shall provide the RACM Transferees, the Team and the District with timely notice of revisions to the preliminary work schedule. In all such cases, the City agrees to use reasonable best efforts to minimize any disruption to the use of or access to the Access Roads or the Stadium Complex. In the event of any temporary disruption to the use of or access to the Access Roads or the Stadium Complex as a result of the City's maintenance and repair activities, the City shall use barricades and take other appropriate precautions to ensure the safety of the RACM Transferees, the Team and the District and their respective Permittees.

(iv) Emergency Maintenance and Repair Activities; Notice. In the event of an Emergency involving the Access Roads, the City may perform such maintenance and repair activities as are reasonably necessary to alleviate the Emergency and ensure the health and safety of the Permittees and invitees of the

Team, the District, RACM and the RACM Transferees without regard to the restrictions set forth in Sections 2.5(ii) and 2.5(iii). Notwithstanding the foregoing, the City shall use its best efforts to provide notice to the RACM Transferees, the Team Contact and the District Contact before the commencement of any such maintenance and repair activities. During Event Periods, the City shall perform only such maintenance and repair activities as are necessary to alleviate the Emergency and shall use its best efforts to minimize the disruption to the use of and access to the Access Roads and the Stadium Complex.

(v) Repair and Restoration. In the event of any damage to the Access Roads or the Stadium Complex that is attributable to the acts or omissions of the City (including, without limitation, its officers, employees, agents, contractors, licensees and authorized representatives) in performing its maintenance and repair obligations hereunder, the City shall promptly, at its sole cost and expense, repair such damage to the reasonable satisfaction of the Team and the District.

(vi) Semiannual Coordination Meetings. Not less than twice per year, the City Contact, the Team Contact and the District Contact (or their respective designees) shall meet to discuss and coordinate any necessary maintenance or repairs with respect to the Access Roads and any proposed work plans with respect to the maintenance and repair to the Access Roads during the subsequent half of the year.

2.6 Security of Access Roads. The Team agrees to utilize good faith efforts to keep all Access Roads secure by employing and maintaining a Security Force (and/or other appropriate personnel) for the Access Roads, at the Team's expense, during Event Periods on Event Days. The Team shall provide a Security Force of sufficient size to adequately monitor and provide traffic control for the Access Roads and such Security Force shall be flexible as to size dependent on the number of persons anticipated to be present in the Stadium Complex and the Valley Industrial Park Land on any such Event Days.

2.7 Insurance.

(i) Required Coverages by Team and District. From and after the Effective Date, the Team and/or the District shall maintain in full force and effect insurance coverage as provided in the Lease Agreement. The City shall be notified by the Team in writing of any amendments to the insurance requirements provided for in the Lease Agreement and may by written request to the Team and District demand that minimum insurance requirements be maintained in amounts consistent with the insurance requirements in the version of the Lease Agreement in effect on the effective date of this Agreement.

(ii) Required Coverage by City. The parties acknowledge that the City does not maintain a policy of insurance covering its employees or its motor vehicles. Instead, the City self-insures its employees and its vehicles against liability. Wis. Stat. §§ 893.80 and 895.46 impose upon the City the obligation to pay any judgments entered against the City, its officers or employees.

(iii) Additional Insurance Requirements.

(a) All policies of insurance required hereunder shall be written by carriers which are licensed to transact insurance business in Wisconsin and possess an A-policyholder's rating or better and a minimum Class XII financial size category as listed at the time of issuance by A.M. Best Insurance ("Best Reports") (the aforesaid rating classifications to be adjusted if and to the extent that Best Reports adjusts its rating categories).

(b) All policies shall provide that they may not be canceled, non-renewed or reduced unless at least sixty (60) days' notice thereof has been provided to the additional insureds. In no event shall any party be required to insure for liability limits in excess of coverage which is available at commercially reasonable rates. In the event that tort liability reform is adopted which makes the limits of liability hereinabove provided in excess of commercially reasonable and prudent limits of liability, such limits will be equitably reduced.

(iv) Waiver of Subrogation. The District, the Team and the City agree that all insurance policies against loss or damage to property and business interruption or rent/revenue loss, and all liability insurance policies required hereunder, shall be endorsed to provide that any release from liability of, or waiver of claim for, recovery from a party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder. Such insurance policies shall further provide that the insurer waives all rights of subrogation which such insurer might have against the other parties. Without limiting any release or waiver of liability or recovery contained in any other section of this Agreement, but rather in

confirmation and furtherance thereof, each of the parties hereto waives all claims for recovery from the other parties for any loss or damage to any of its property or damages as a result of business interruption, rent loss or liability of the types covered in Sections 2.7(i) above, insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies.

(v) Certificates. Not later than the date on which coverage is to be provided hereunder, the party required to provide same shall furnish to the other parties a certificate or endorsement evidencing the required coverage.

2.8 Release of Budget Obligations of City, RACM and RACM Transferees; Waiver and Disclaimer of Rights. The Team and the District hereby release City, RACM and each of the RACM Transferees from any and all claims for the payment of any share of Access Roads Maintenance Costs as defined in and as required by Section 2.6 of the Original ROE. All parties to this Agreement expressly acknowledge and agree that the City's maintenance and repair obligations under this Article II are intended to and shall substitute for the monetary obligations of City, RACM and the RACM Transferees under the Original ROE.

ARTICLE III

EASEMENTS AND DEED RESTRICTION

3.1 Grant of Easements for Utilities By the City to the District and/or the Team. If requested by the District or the Team, the City shall promptly give, grant and convey to the District or the Team, as may be applicable, and/or any public utilities, a non-exclusive easement over, across and under the Public Streets in the Valley Industrial Park Land for the construction, use, maintenance, repair and replacement of all Service Lines and other facilities and improvements for the provision of all Utility Service which may be reasonably required in connection with the beneficial utilization of the Premises. Any such easements for utilities shall be appurtenant to the Premises, for the use of the District and the Team and their respective Permittees. The location of such Service Lines shall be subject to the requirement that such location shall not unreasonably interfere with the present or future use of the Public Streets in the Valley Industrial Park Land by the City (with any of such Service Lines to be relocated by and at the expense of the District in the event they interfere with such present or future use of the Public Streets in the Valley Industrial Park Land as aforesaid), and when the location thereof is known, the parties agree to execute a formal easement agreement showing the exact location of such Service Lines.

3.2 Release of Easement for Roadway Purposes. The parties acknowledge that portions of the Premises and the Valley Industrial Park Land are encumbered by an easement for roadway purposes (the "Roadway Easement") which was granted via a quit claim deed between the Chicago, Milwaukee, St. Paul and Pacific Railroad Company (as grantor) and the State of Wisconsin, Department of Health and Social Services (as grantee) recorded in the Milwaukee County Register of Deeds Office on June 29, 1984 as Document Number 5730037. The District, the Team, the City, RACM, Caleffi North America, Inc. and Ingeteam, Inc., as the parties hereto that are successors in title to Chicago, Milwaukee, St. Paul and Pacific Railroad Company and the State of Wisconsin, Department of Health and Social Services, further

acknowledge that since the creation of the Roadway Easement there has been a merger of title to the servient and benefiting properties of the Roadway Easement and that the Roadway Easement is no longer needed for the benefiting properties. Therefore, the Roadway Easement is hereby released and terminated and of no further force or effect.

ARTICLE IV

INDEMNIFICATION

4.1 Indemnification by City. The City shall, and hereby does indemnify, defend and save harmless the District, the Team, and their respective officers, directors, employees, agents, licensees, Permittees, invitees, and authorized representative (collectively, the “District-Team Indemnitees”) from and against any and all loss, damage, injury, liability, costs and expenses (collectively “Claims”) that the District-Team Indemnitees may suffer or incur as a result of a breach by the City hereunder, or a result of any acts or omissions of the City (including, without limitation, its officers, agents, employees, authorized representatives, contractors, licensees, Permittees, invitees, and consultants) in connection with the performance of its obligations hereunder or its use of the Access Roads; provided, however, that the right to indemnification (a) shall not include any Claims resulting from the District-Team Indemnitees’ negligent acts or omissions or gross misconduct with respect thereto, and (b) if the loss, damage, injury, or liability results from the joint negligence of the District-Team Indemnitees and the City, then the liability shall be born by the City and the District-Team Indemnitees in proportion to each party’s respective degree of negligence; provided, further, however, that these provisions are subject to the legal defenses that, under or in law or equity, the parties hereto are respectively entitled to raise. The City further acknowledges and agrees that the limitations on damages governing actions sounding in tort stated in Wis. Stat. § 893.80(3) do not apply to any action or arbitration proceeding brought against the City by the District or the Team under this indemnification provision.

4.2 Indemnification by Team. The Team shall, and hereby does indemnify, defend and save harmless the City and their respective officers, directors, employees, agents, licensees, Permittees, invitees, and authorized representative (collectively, the “City Indemnitees”) from and against any and all Claims that the City Indemnitees may suffer or incur as a result of a breach by the Team hereunder, or a result of any acts or omissions of the Team (including, without limitation, its officers, agents, employees, authorized representatives, contractors, licensees, Permittees, invitees, and consultants) in connection with the performance of its obligations hereunder; provided, however, that the right to indemnification (a) shall not include any Claims resulting from the City Indemnitees’ negligent acts or omissions or gross misconduct with respect thereto, and (b) if the loss, damage, injury, or liability results from the joint negligence of the City Indemnitees and the Team, then the liability shall be born by the Team and the City Indemnitees in proportion to each party’s respective degree of negligence; provided, further, however, that these provisions are subject to the legal defenses that, under or in law or equity, the parties hereto are respectively entitled to raise.

4.3 Indemnification by District. The District shall, and hereby does indemnify, defend and save harmless the City Indemnitees from and against any and all Claims that the City Indemnitees may suffer or incur as a result of a breach by the District hereunder, or

a result of any acts or omissions of the District (including, without limitation, its officers, agents, employees, authorized representatives, contractors, licensees, Permittees, invitees, and consultants) in connection with the performance of its obligations hereunder; provided, however, that the right to indemnification (a) shall not include any Claims resulting from the City Indemnitees' negligent acts or omissions or gross misconduct with respect thereto, and (b) if the loss, damage, injury, or liability results from the joint negligence of the City Indemnitees and the District, then the liability shall be born by the District and the City Indemnitees in proportion to each party's respective degree of negligence; provided, further, however, that these provisions are subject to the legal defenses that, under or in law or equity, the parties hereto are respectively entitled to raise.

ARTICLE V

MISCELLANEOUS

5.1 Notices. Any notice (including, without limitation, demands, notices of consent or non-consent, approval or disapproval, statements, requests, and invoices), election or other communication (hereinafter "Notice") which any party shall desire or be required to give pursuant to the provisions of this Agreement shall be in writing, signed by the party or officer, agent or attorney of the party giving the Notice and shall be sent by electronic mail, registered or certified mail, return receipt requested, by facsimile or by a commercial overnight delivery service. For all purposes under this Agreement, notice to RACM shall constitute notice to each and every RACM Transferee. It shall be the obligation of RACM to provide to each RACM Transferee a copy of any notice RACM receives under this Agreement. The giving of Notices shall be deemed effective upon delivery if served personally, by electronic mail, or by facsimile (provided that a hard copy of such Notice is also promptly sent), one (1) business day after Notice has been delivered to a commercial overnight courier service, or upon the third business day from and including the day of posting, if deposited with the United States Postal Service with postage charges prepaid, enclosed in a securely sealed, properly addressed envelope as follows:

To the Team:

Milwaukee Brewers Baseball Club, Limited Partnership
Miller Park
One Brewers Way
Milwaukee, WI 53214
Attention: Richard C. Schlesinger, Chief Operating Officer
rick.schlesinger@brewers.com

With a copy to:

Milwaukee Brewers Baseball Club, Limited Partnership
Miller Park
One Brewers Way
Milwaukee, WI 53214
Attention: Marti Wronski, Vice President and General Counsel

marti.wronski@brewers.com

With a copy to:

Foley & Lardner LLP
777 East Wisconsin Avenue, Suite 3900
Milwaukee, WI 53202-5367
Attention: Andrew J. Wronski
awronski@foley.com

To the District:

Southeast Wisconsin Professional
Baseball Park District
Miller Park
One Brewers Way
Milwaukee, WI 53214
Attention: Michael R. Duckett
mduckett@millerparkdistrict.com

With a copy to:

Davis & Kuelthau, S.C.
111 East Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202
Attention: Susan G. Schellinger
sschellinger@dkattorneys.com

To the City:

City of Milwaukee
Department of Public Works
841 N. Broadway
Milwaukee, WI 53202
Attention: Ghasson Korban, Commissioner of Public Works
gkorba@milwaukee.gov

With a copy to:

City of Milwaukee
Office of City Attorney
200 East Wells Street, Room 800
Milwaukee, WI 53202
Attention: Mary L. Schanning
mschan@milwaukee.gov

To RACM and the RACM Transferees:

Redevelopment Authority of the City of Milwaukee
809 N. Broadway
Milwaukee, WI 53202
Attention: David Misky, Assistant Executive Director/Secretary
dmisky@milwaukee.gov

With a copy to:

City of Milwaukee
Office of City Attorney
200 East Wells Street, Room 800
Milwaukee, WI 53202
Attention: Mary L. Schanning
mschan@milwaukee.gov

Any party may change the address to which Notices are to be directed pursuant to this Section 5.1 by providing written Notice, in a manner herein provided, of such change of address to the other parties hereto.

5.2 Covenants Running with the Land. The covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land comprising the Valley Industrial Park Land and the Premises, both as to the benefits and burdens thereof including, without limitation, the provisions of the Ground Lease Agreement, and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns, except that, for properties owned by City, RACM and the RACM Transferees in the Valley Industrial Park Land, the only covenants running with the land are (i) the release of City, RACM and the RACM Transferees from any and all claims for the payment of any share of Access Roads Maintenance Costs, as set forth in Section 2.8 above; (ii) the District and Team obligations as set forth in Sections 2.4 and 2.5 above; (iii) the easement rights granted in Section 2.1 above; and (iv) the restrictions imposed on the rights of RACM, the RACM Transferees and their respective Permittees to use the Access Roads, as set forth in Sections 2.2 and 2.3 above. Notwithstanding the foregoing, the covenants and agreements set forth in this Agreement are also intended to be and shall be binding upon the City regardless of whether or not the City or RACM owns, now or in the future, any of the land comprising the Valley Industrial Park Land.

5.3 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which the parties may have hereunder or by law by reason of any breach of this Agreement.

5.4 Terms. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine and neuter adjectives and pronouns include one another.

5.5 No Joint Venture. Nothing contained in this Agreement shall be construed to make the parties partners or joint venturers or to render any party liable for the debts or obligations of any other party, except as expressly provided in this Agreement.

5.6 Headings. The Article, Section and Subsection headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

5.7 Agreement Contains All Terms. All of the representations, agreements, understandings and obligations of the parties are contained herein, in the Exhibits attached hereto and the other agreements referred to herein.

5.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

5.9 Force Majeure. Except as otherwise herein expressly provided, if any party shall be delayed or hindered in or prevented from the performance of any covenant or obligation hereunder, other than for the payment of money, as a result of any Force Majeure, and provided the party delayed, hindered or prevented from performing notifies the other party within ten (10) Business Days of any such delay, hindrance or prevention (the “Reporting Period”), then the performance of such covenant or obligation, other than one for the payment of money, shall be excused for the period of the impact of such delay, hindrance or prevention and the period for the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of such delay, hindrance or prevention. Failure to provide Notice during the Reporting Period shall constitute a waiver of both excuse in performance and extension of time to perform under this Section 5.9 with respect to such event of Force Majeure.

5.10 Amendment, Waiver. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement, except that RACM and the RACM Transferees need not be party to any amendments to this Agreement unless such amendment (a) creates obligations for RACM and/or the RACM Transferees based on their ownership of land in the Valley Industrial Park Land or (b) amends, reduces the rights of RACM and/or the RACM Transferees under, or restricts or otherwise modifies the ability of RACM and/or the RACM Transferees to enforce their rights under Sections 2.1, 2.2, 2.3, 2.5 or 5.10 of this Agreement. The failure of any party to this Agreement to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by any party to this Agreement of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the waiving party. The payment by any party of sums due and payable hereunder, with knowledge of the breach of any covenant, agreement, term, provisions or condition herein maintained, shall not be deemed a waiver of such breach.

5.11 Consent. Unless otherwise specifically provided herein, no consent or approval by any party to this Agreement permitted or required under the terms of this Agreement shall be valid or be of any validity whatsoever unless the same shall be in writing, signed by the party by or on whose behalf such consent is given.

5.12 Severability. If any Article, Section, Subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Article, Section, Subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining Article, Section, Subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.13 Further Assurances. The parties shall execute, acknowledge and deliver, after the date hereof, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as any party shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

5.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5.15 Amended and Restated Agreement. This Agreement amends and restates, in its entirety, the Original ROE.

5.16 Monitoring Wells. Under Section 4.1 of the Original ROE, the District assumed full responsibility for and has since properly abandoned all monitoring wells that were on the Valley Industrial Park Land at the time the Original ROE was recorded, in accordance with all applicable regulations.

ARTICLE VI

DISPUTE RESOLUTION

6.1 Breach; Notice; Right to Cure. In the event of a breach of any obligation under this Agreement by any party, any non-breaching party may provide the breaching party with Notice of such breach. Upon the receipt of such notice, the breaching party shall have ten (10) days to cure such breach (the "Cure Period").

6.2 No Litigation During Cure Period. No party may initiate a suit, action or other judicial proceeding with respect to any breach unless it has first complied with the Notice requirement of this Section 6.1 and the Cure Period has expired.

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

**MILWAUKEE BREWERS BASEBALL
CLUB, LIMITED PARTNERSHIP**

By: MILWAUKEE BREWERS HOLDINGS
LLC, its Sole General Partner

By: MLA Sports LLC, its Sole Manager

By: _____
Richard C. Schlesinger

Andrew J. Wronski, as a member of the State
Bar of the State of Wisconsin, hereby
authenticates the signature of Richard C.
Schlesinger.

Andrew J. Wronski, State Bar No. 1024029

**SOUTHEAST WISCONSIN
PROFESSIONAL BASEBALL PARK
DISTRICT**

By: _____
Don Smiley, Chairman

Susan Schellinger, as a member of the State Bar
of the State of Wisconsin, hereby authenticates
the signature of Don Smiley.

Susan Schellinger, State Bar No. 1021147

CITY OF MILWAUKEE

By: _____
Tom Barrett, Mayor

By: _____
James R. Owczarski, City Clerk

By _____
Martin Matson, Comptroller

City Attorney Approval

By: _____
Mary L. Schanning,
Assistant City Attorney

Mary L. Schanning, as a member of the State Bar of the State of Wisconsin, also hereby authenticates the signatures of each of Mayor Tom Barrett, James Owczarski and Martin Matson.

Mary L. Schanning, Assistant City Attorney
State Bar No. 1029016

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**

William J. Schwartz, Chairman

David P. Misky, Assistant Executive
Director/Secretary

VALTAY, LLC

T. Arthur Downey, Manager

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2015, T. Arthur Downey, the Manager of the above-named Valtay, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Manager, and acknowledged that he executed the foregoing instrument as such officer.

Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

MULHANEY PROPERTIES, LLC

Tom Mulhaney, Managing Member

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2015, Tom Mulhaney, the Managing Member of the above-named Mulhaney Properties, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Managing Member, and acknowledged that he executed the foregoing instrument as such officer.

Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

CAM-JWM, LLC

Name: _____
Title: _____

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 2015, _____, the _____ of the above-named CAM-JWM, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such _____, and acknowledged that he executed the foregoing instrument as such officer.

Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

CALEFFI NORTH AMERICA, INC.

Mark Olson, CEO

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 2015, Mark Olson, the CEO of the above-named Caleffi North America, Inc., to me known to be the person who executed the foregoing instrument and to me known to be such CEO, and acknowledged that he executed the foregoing instrument as such officer.

Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

HSI INDUSTRIAL I, LLC

Brett Haney, Manager

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2015, Brett Haney, Manager of the above-named HSI Industrial I, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Manager, and acknowledged that he executed the foregoing instrument as such officer.

Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

INGETEAM, INC.

Aitor Sotes, CEO

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2015, Aitor Sotes, the CEO of the above-named Ingeteam, Inc., to me known to be the person who executed the foregoing instrument and to me known to be such CEO, and acknowledged that he executed the foregoing instrument as such officer.

Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

PALERMOS PROPERTIES, LLC

Angelo Falluca, Member

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 2015, Angelo Falluca, the Member of the above-named Palermos Properties, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Member, and acknowledged that he executed the foregoing instrument as such officer.

Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

TRIONY MILWAUKEE, LLC

[Name, Title]

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 2015, _____, the _____ of the above-named Triony Milwaukee, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such _____, and acknowledged that he executed the foregoing instrument as such officer.

Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

BRIOHN VENTURES III, LLC

Nelson Williams, Managing Member

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 2015, Nelson Williams, the Managing Member of the above-named Briohn Ventures III, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Managing Member, and acknowledged that he executed the foregoing instrument as such officer.

Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

This instrument was drafted by Andrew J. Wronski, Esq. of Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, WI 53202.

CA: 1049-2007-986:178156

SUMMARY OF EXHIBITS

AMENDED AND RESTATED RECIPROCAL OPERATING AND EASEMENT AGREEMENT

- EXHIBIT A - Legal Description of Valley Industrial Park Land
- EXHIBIT B - Overall Site Plan - diagram shall identify the Access Roads (as Access Roads and by name), East Lot, River East Lot, Signalized Intersections and the Stadium Complex.
- EXHIBIT C - Legal Description of the Premises
- EXHIBIT D - Priority 3 Snow Removal Standards
- EXHIBIT E – RACM Tranferees in the Valley Industrial Park

EXHIBIT A

Legal Description of Valley Industrial Park Land

COMPOSITE LEGAL DESCRIPTION

PART OF THE NORTHWEST ¼ AND NORTHEAST ¼ OF SECTION 36 AND NORTHWEST ¼ OF SECTION 31, ALL IN TOWN 7 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST ¼ SECTION: THENCE SOUTH 01° 37' 12" EAST ALONG THE WEST LINE OF SAID ¼ SECTION 201.64 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED: THENCE NORTH 88° 41' 01" EAST ALONG THE SOUTH LINE OF THE SOO LINE RAILROAD 958.12 FEET TO A POINT: THENCE NORTHEASTERLY 123.57 FEET ALONG SAID SOUTH LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 2027.89 FEET AND CHORD BEARS NORTH 86° 03' 09" EAST 123.55 FEET TO A POINT: THENCE SOUTH 01° 31' 40" EAST 93.80 FEET TO A POINT ON THE WEST LINE OF LANDS CONVEYED TO THE FALK CORPORATION IN REEL 1177, IMAGES 1026-1032 AS DOCUMENT NO. 5484820; THENCE SOUTH 45° 45' 52" WEST ALONG SAID WEST LINE 319.20 FEET TO A POINT: THENCE SOUTH 01° 31' 45" EAST ALONG SAID WEST LINE 1411.05 FEET TO A POINT ON THE SOUTH LINE OF SAID FALK CORPORATION LANDS; THENCE NORTH 86° 40' 18" EAST ALONG SAID SOUTH LINE IN THE CENTER OF THE MENOMONEE RIVER 1948.99 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST ¼ OF SECTION 31; THENCE NORTH 01° 26' 18" EAST ALONG SAID WEST LINE 148.68 FEET TO A POINT ON THE SOUTH LINE OF SAID FALK CORPORATION LANDS; THENCE NORTH 88° 33' 44" EAST ALONG SAID SOUTH LINE 750.00 FEET TO A POINT: THENCE SOUTH 01° 26' 18" EAST AND PARALLEL WITH THE WEST LINE OF SAID ¼ SECTION 31.37 FEET TO A POINT ON THE NORTH LINE OF THE SOO LINE RAILROAD LANDS; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE 739.93 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 2624.55 FEET AND WHOSE CHORD BEARS SOUTH 63° 42' 34" WEST 737.48 FEET TO A POINT; THENCE SOUTH 55° 37' 58" WEST ALONG SAID NORTH LINE 667.40 FEET TO A POINT: THENCE SOUTHWESTERLY ALONG SAID NORTH LINE 279.04 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 1525.34 FEET AND WHOSE CHORD BEARS SOUTH 60° 52' 25" WEST 278.65 FEET TO A POINT: THENCE SOUTH 66° 06' 51" WEST ST ALONG SAID NORTH LINE 1205.93 FEET TO A POINT: THENCE SOUTHWESTERLY ALONG SAID NORTH LINE 601.34 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 1880.47 FEET AND WHOSE CHORD BEARS SOUTH 75° 08' 04" WEST 598.78 FEET TO A POINT: THENCE SOUTH 87° 17' 44" WEST ALONG SAID NORTH LINE 228.51 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST ¼ OF SECTION 36; THENCE SOUTH 01° 37' 12" EAST ALONG SAID WEST LINE 60.95 FEET TO A POINT ON THE NORTH LINE OF SAID SOO LINE RAILROAD LANDS; THENCE SOUTH 84° 17' 11" WEST ALONG SAID NORTH LINE 1020.98 FEET TO A POINT; THENCE WESTERLY ALONG SAID NORTH LINE 1201.90 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 5679.65 FEET AND WHOSE CHORD BEARS NORTH 89° 40' 22" WEST 1199.66 FEET TO A POINT ON THE EAST LINE OF CERTIFIED SURVEY MAP NO. 2655, MILWAUKEE COUNTY RECORDS: THENCE NORTH 10° 13' 52" EAST ALONG SAID EAST LINE 44.25 FEET TO A POINT: THENCE NORTH 52° 01' 28" WEST ALONG SAID EAST LINE 193.71 FEET TO A POINT; THENCE NORTHWESTERLY ALONG SAID WEST LINE 122.73 FEET ALONG THE ARC OF CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 910.46 FEET AND WHOSE CHORD BEARS NORTH 42° 03' 22" WEST 122.64 FEET TO A POINT: THENCE NORTH 48° 46' 58" EAST ALONG SAID EAST LINE 19.39 FEET TO A POINT: THENCE NORTHEASTERLY ALONG SAID EAST LINE 91.83 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 361.17 FEET AND WHOSE CHORD BEARS NORTH 40° 03' 58" EAST 91.58 FEET TO A POINT; THENCE NORTH 32° 46' 58" WEST ALONG SAID EAST LINE 81.86 FEET TO A POINT; THENCE NORTH 62° 19' 05" EAST ALONG SAID EAST LINE 20.05 FEET TO A POINT; THENCE NORTHWESTERLY ALONG SAID EAST LINE 239.07 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 1005.00 FEET AND WHOSE CHORD BEARS NORTH 19° 45' 49" WEST 238.51 FEET TO A POINT; THENCE NORTHWESTERLY ALONG SAID EAST LINE 113.15 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 3829.74 FEET AND WHOSE CHORD BEARS NORTH 12° 03' 08" WEST 113.15 FEET TO A POINT ON THE SOUTHERLY LINE OF LANDS CONVEYED IN DOCUMENT NO. 7653355; THENCE SOUTH 51° 30' 38" EAST ALONG SAID SOUTH LINE 298.78 FEET TO A POINT; THENCE SOUTH 68° 27' 48" EAST ALONG SAID SOUTH LINE 64.84 FEET TO A MEANDER CORNER ON THE SOUTHERLY BANK OF THE MENOMONEE RIVER; THENCE SOUTH 19° 17' 54" EAST ALONG A MEANDER LINE 154.69 FEET TO A POINT: THENCE SOUTH 27° 41' 56" EAST ALONG SAID MEANDER LINE 164.74 FEET TO A POINT; THENCE SOUTH 52° 08' 13" EAST ALONG SAID MEANDER LINE 225.66 FEET TO A POINT; THENCE SOUTH 70° 39' 11" EAST ALONG SAID MEANDER LINE 276.26 FEET TO A POINT: THENCE NORTH 88° 41' 30" EAST ALONG SAID MEANDER LINE 495.29 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF LANDS CONVEYED TO THE WISCONSIN STATE BUILDING COMMISSION IN REEL 4459, IMAGES 2420-2423 AS DOCUMENT NO. 7653352 AND REEL 4459, IMAGES 2448-2450 AS DOCUMENT NO. 7853357: THENCE NORTH 01° 42' 25" WEST ALONG SAID EAST LINE AND ITS EXTENSION 2288.69 FEET TO A POINT; THENCE SOUTH 88° 17' 34" WEST ALONG SAID EAST LINE 616.46 FEET TO A POINT; THENCE NORTH 01° 40' 54" WEST ALONG SAID EAST LINE 199.80 FEET TO A POINT ON THE SOUTH LINE OF THE SOO LINE RAILROAD LANDS; THENCE SOUTHEASTERLY ALONG SAID SOUTH LINE 514.05 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 1257.82 FEET AND WHOSE CHORD BEARS SOUTH 80° 45' 28" EAST 510.48 FEET TO A POINT; THENCE NORTH 88° 41' 01" EAST ALONG SAID SOUTH LINE 1382.36 FEET TO THE POINT OF BEGINNING.

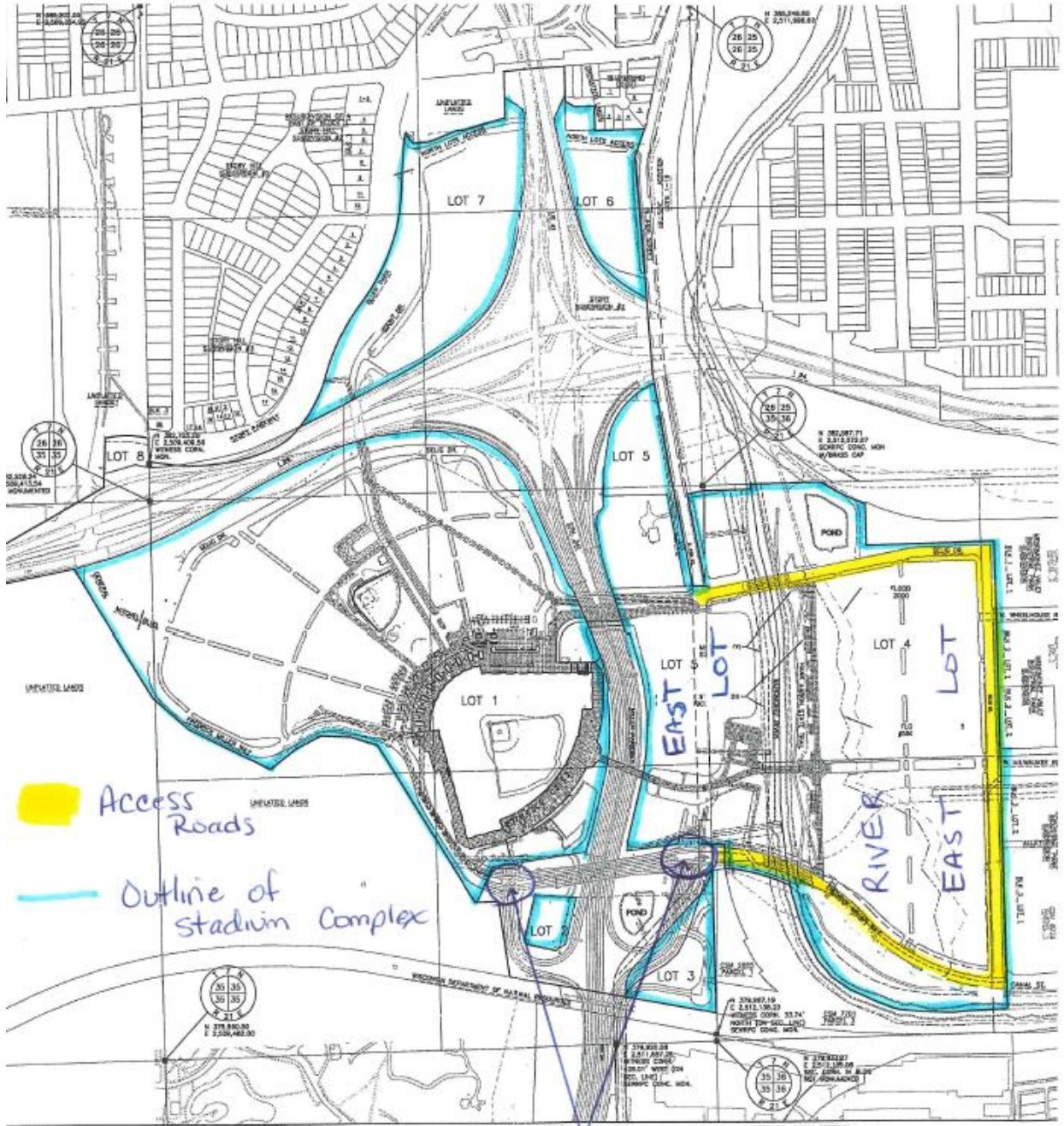
TOGETHER WITH THOSE LANDS LYING BETWEEN SAID MEANDER LINE AND THE CENTER LINE OF THE MENOMONEE RIVER.



SAID PARCEL CONTAINS 133.9121 ACRES, MORE OR LESS.

SUBJECT TO RIGHTS OF THE PUBLIC WITHIN THE BANKS OF THE MENOMONEE RIVER.

EXHIBIT B

PART OF THE SW 1/4 OF THE SE 1/4, NW 1/4 OF THE SE 1/4, NE 1/4 OF THE SE 1/4 AND THE SE 1/4 OF SE 1/4 ALL IN SECTION 25, AND PART OF SW 1/4 OF THE NE 1/4, NW 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4 ALL IN SECTION 35, AND PART OF THE SW 1/4 OF THE NW 1/4 AND NW 1/4 OF THE NW 1/4, NE 1/4 OF THE NW 1/4, SE 1/4 OF THE NW 1/4 ALL IN SECTION 36, ALL IN TOWNSHIP 7 NORTH, RANGE 21 EAST, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.



 Access Roads
 Outline of Stadium Complex

 Signalized Intersections

EXHIBIT D

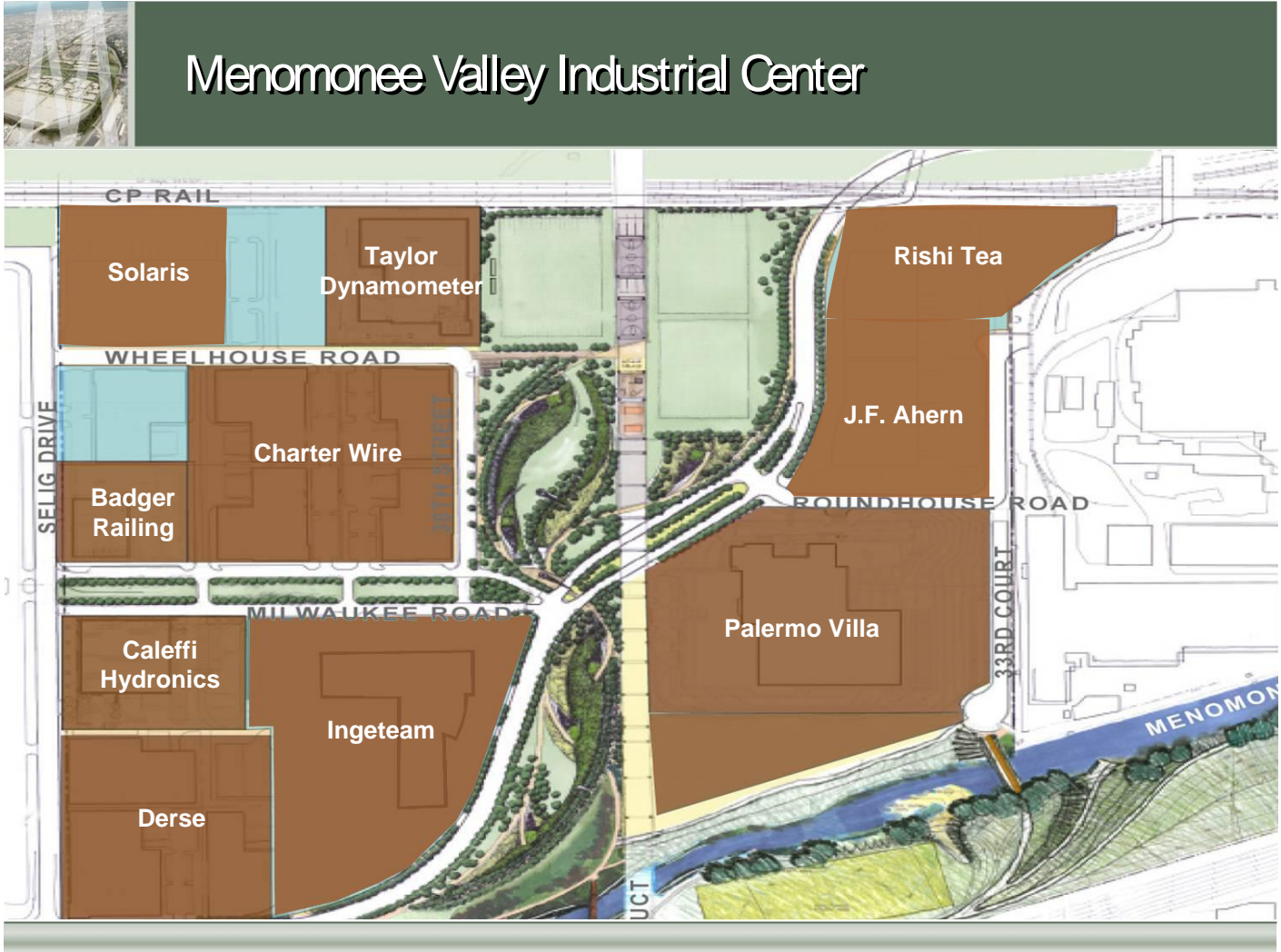
City's Snow Removal Standards Priority 3 Applies to the Access Roads

Current Goals by Street Type

Priority	Street Type	Condition Goal	Salting Time Goal	Plowing Time Goal
1	Open mass transit routes (includes non tow-away routes).	Bare pavement, curb- to-curb	3-4 hours from start of operation	6-12 hours from end of snowfall or before next rush hour
2	Open main streets, arterials and fire lanes to through traffic.	Bare pavement, curb-to-curb	3-4 hours from start of operation	6-12 hours from end of snowfall or before next rush hour
3	Open residential streets to through traffic (includes the clearing of dead-ends, cul-de-sacs and boulevard openings).	Safe and passable, not bare pavement. (Curb-to-curb in low density areas only)	6-8 hours from start of operation One pass down center of road.	18-24 hours from end of snowfall (Center lane only in parking congested districts)
4	Alternate side plowing and cleanup.	Safe and passable, not bare pavement	-	24 – 48 hours from end of snowfall
5	Plowing of sidewalks, crosswalks and alley openings.	Safe and passable, not bare pavement	-	3 - 5 days from end of snowfall
6	Clearing of bus stops.	Safe and passable, not bare pavement	-	50% of bus stops cleared within 72 hours after plowing
7	Snow removal – street and/or intersection widening.	Safe and passable, not bare pavement	-	Several days after end of snowfall

Policy updated Oct 2009

EXHIBIT E
RACM Transferees in the Valley Industrial Park
 Properties owned by RACM Transferees are colored brown



- 53rd Street IP, LLC** owns the Solaris parcel
- VALTAY, LLC** owns the Taylor Dynamometer parcel
- Mulhaney Properties, LLC** owns the Badger Railing parcel
- CAM-JWM, LLC** owns the Charter Wire parcel
- Caleffi North America, Inc.** owns the Caleffi Hydronics parcel
- HSI Industrial I, LLC** owns the Derse parcel
- Ingeteam, Inc.** owns the Ingeteam parcel
- Palermos Properties, LLC** owns the Palermo Villa parcel
- Triony Milwaukee, LLC** owns the J.F. Ahern parcel
- Briohn Ventures III, LLC** owns the Rishi Tea parcel

Parcels shown in blue are development parcels still owned by RACM. All other land in the Valley Industrial Park Land, as described in Exhibit A, is owned by RACM, except for public rights-of-way which are owned by the City.