

TRANSFER AGREEMENT

This Agreement is made by and among the City of Milwaukee, a municipal corporation ("City"), the Milwaukee Exposition and Convention Center and Arena Board, a statutory entity created under sec. 229.26, Stats., ("MECCA"), and the Wisconsin Center District, a special purpose district that is a unit of government created under sec. 229.42, Stats., ("District") as follows:

WITNESSETH:

Whereas, The parties to this Agreement intend by their actions to convey to the District the current MECCA convention and exposition center to cooperatively facilitate the creation of a new convention center in the City of Milwaukee; a facility which will cause the creation of substantial new employment opportunities for individuals of every social, racial, gender and economic background, which will greatly enhance the City's prospects for attracting significant new convention and exposition business and thereby create a lasting economic benefit for residents of the City and the State of Wisconsin, and which will culminate in the construction of a convention facility in the City of Milwaukee meeting high standards of architectural beauty, planning efficacy and cost effectiveness; and

Whereas, The District has been duly established pursuant to the requirements of the relevant Wisconsin Statutes; and

Whereas, The City has approved this Agreement via Common Council Resolution File No. 941883, adopted and authorized the proper City officers to execute it; and

Whereas, The District has approved this Agreement via Resolution adopted March 29, 1995 and authorized the proper District officers to execute it;

Now, Therefore, In consideration of \$1.00 and the mutual covenants hereinafter expressed,

IT IS HEREBY AGREED AS FOLLOWS:

1. Transfer of Property. The City and MECCA shall promptly, within 45 days after the execution of this Agreement (unless extended by mutual agreement of the Chairpersons of the District and MECCA), convey to the District all of their right, title and interest in the real and personal property described on Exhibit A (the "MECCA Property") which is intended to include any interests held by the City and MECCA in the existing exposition center and existing exposition center facilities. Said transfer shall be by means of a quit claim deed which shall incorporate the Conditions of Transfer of this Transfer Agreement.

2. Conditions of Transfer. The transfer of the MECCA Property is expressly conditioned on the following covenants by the District:

a. The District will not approve any bond sale resolution which utilizes the special reserve fund specified in sec. 229.50, Stats., unless such resolution receives the affirmative vote of two-thirds of the full District Board.

b. The District will not approve the Schematic Design Documents portion of the Project Management Plan, as those terms are defined in Section 2.2 of the Design/Builder RFP issued by the

District on December 11, 1994, without the affirmative vote of two-thirds of the full District Board.

c. Except as provided in Paragraph 5 herein, the District shall notify the City of any modifications to the Arena, as that facility is more particularly described on Exhibit A, and will not substantially modify the Arena without the consent of the City, so long as the City fulfills its payment obligations under Paragraph 5 herein. This covenant as well as said payment obligation shall expire on January 1, 2005.

d. The MECCA Property shall not be used or conveyed for purposes other than an "exposition center" or "exposition center facilities" as those terms are currently defined in sec. 229.41(6) and (7), Stats., without the consent of the City.

e. In the event the District is dissolved pursuant to sec. 229.477, the property of the District shall be transferred to the City.

3. Assignment of Contracts. Effective as of the date of conveyance of the MECCA Property, MECCA and the City, as their interests may appear, assign, and the District accepts the assignment of, all contracts in effect on that date with respect to the MECCA Property and the operations thereof. Such contracts include, but are not necessarily limited to, those listed on Exhibit B hereto.

4. Assumption of Collective Bargaining Agreement. Effective as of the date of conveyance of the MECCA Property, the District will assume all of the obligations of the employer under any

collective bargaining agreement then in effect for employes who performed services for MECCA, and further agrees, effective on the date of transfer of the MECCA Property, to offer employment as District employes to all individuals employed by MECCA on the date of transfer.

5. Arena Improvements. Subject to Section 13 and the approval process hereinafter set forth, the City will fund the finally agreed upon aspects of the capital improvements generally described in the plan of development dated December 16, 1993 by Grunau Project Development entitled "Existing Conditions and Proposed Upgrades: A General Review of the Arena and a cursory Review of the Auditorium for MECCA." The City and District will work cooperatively to determine the final detailed scope of Arena and/or Auditorium rehabilitation work, the budget for such rehabilitation work and the schedule for accomplishing such rehabilitation work.

6. Minority Participation. The District will use its best efforts, consistent with the requirements of the relevant RFPs and the applicable statutes, to provide for meaningful job and contracting opportunities for unemployed residents of the City's Community Development Block area and disadvantaged business enterprises as certified by the Milwaukee County joint certification program through the construction and operation of convention facilities by the District.

7. Environmental Evaluation and Remediation Costs.

Notwithstanding the quit claim nature of the deed of conveyance, the "net costs" of any reasonably necessary environmental evaluation and remediation to the MECCA Property shall be borne by the parties as follows:

a. Net costs up to \$2 million shall be borne entirely by the District.

b. Subject to Section 13, net costs between \$2 million and \$10 million shall be shared equally between the District and the City.

Net costs shall include all costs of Environmental Investigation, Evaluation and Remediation of Hazardous Materials, (as those terms are defined on Exhibit C) in excess of any recoveries of such costs from other governmental sources or private parties.

In the event the net costs exceed \$10 million or in the event financial projections of the District indicate that the Project may be reasonably financed by the District without the full financial participation of the City described above, the parties agree to negotiate in good faith appropriate modifications to this cost-sharing arrangement.

8. Liabilities Not Assumed. Except as expressly provided herein, the District assumes or accepts no liabilities or obligations of the City or MECCA.

9. Insurance. The District shall maintain, or cause to be maintained, comprehensive liability insurance, naming the City, its

officers, agents and employes as insureds, against all claims arising out of the District's construction, operation and/or maintenance of the MECCA Property and the associated exposition center facilities and related public improvements to be constructed by the District, in an amount prudent for such a project.

10. Inspections. Any construction or other work commenced by the District shall be subject to those inspections and such compliance normally required for such work by the City.

11. Records. The District shall make available to the City all of its books and records of account with respect to the performance of all obligations under this Agreement, as well as all documents related to design and construction of any facilities on the property conveyed pursuant to this Transfer Agreement. The City shall make available to the District all records of the City or MECCA relating to the MECCA Property, and all contracts and personnel transferred hereunder.

12. Assignment. No party to this Agreement may assign any of its interest or obligations hereunder, except as provided herein, without the written consent of the other parties.

13. Limitations on City Financial Obligations. The expenditure of any City funds under this Agreement is subject to subsequent annual budget appropriations by the City. In the event the District advises the City in writing of a requirement for payment of an obligation under this Transfer Agreement, the City's Director of Budget and Management will include in his or her proposed budget request an appropriation for the amount so required

by the District. In any case, the appropriate committee of the Common Council shall introduce into the Council a resolution for the amount so requested as provided in sec. 65.05, Stats. Recognizing its moral obligation to authorize such appropriations in subsequent budgets, the City hereby expresses its expectation and aspiration that, if ever called upon to do so, it shall make such appropriation.

14. City Approval of District Condemnation. The District desires to acquire the real property listed on Exhibit D for the purpose of constructing an exposition center and related exposition center facilities. The City hereby gives its approval, effective February 1, 1995, as required under sec. 229.44(4)(b), Stats., to the District to use the condemnation procedures under either sec. 32.05 or 32.06, Stats., to acquire the real property listed on Exhibit D.

Dated this 25 day of April, 1995.

IN THE PRESENCE OF:

Paul E. Wyttenbach

[Signature]

[Signature]

IN THE PRESENCE OF:

[Signature]

CITY OF MILWAUKEE

[Signature]
Mayor

Ronald Deonhardt
City Clerk

COUNTERSIGNED:

[Signature]
Comptroller

MILWAUKEE EXPOSITION &
CONVENTION CENTER &
ARENA BOARD

Thomas G. Jardine
Chairman

Sandra Gasey

[Signature]
President

IN THE PRESENCE OF:

WISCONSIN CENTER DISTRICT

[Signature]

[Signature]
Franklyn M. Gimbel
Chairman

Approved as to content this 3rd
day of April, 1995.

[Signature]
Special Deputy City Attorney

Approved as to execution and form
this 2nd day of April, 1995.

[Signature]
Special Deputy City Attorney

WisCtr-C.ics
3/15/95

MECCA buildings conveyed to Wisconsin Center District

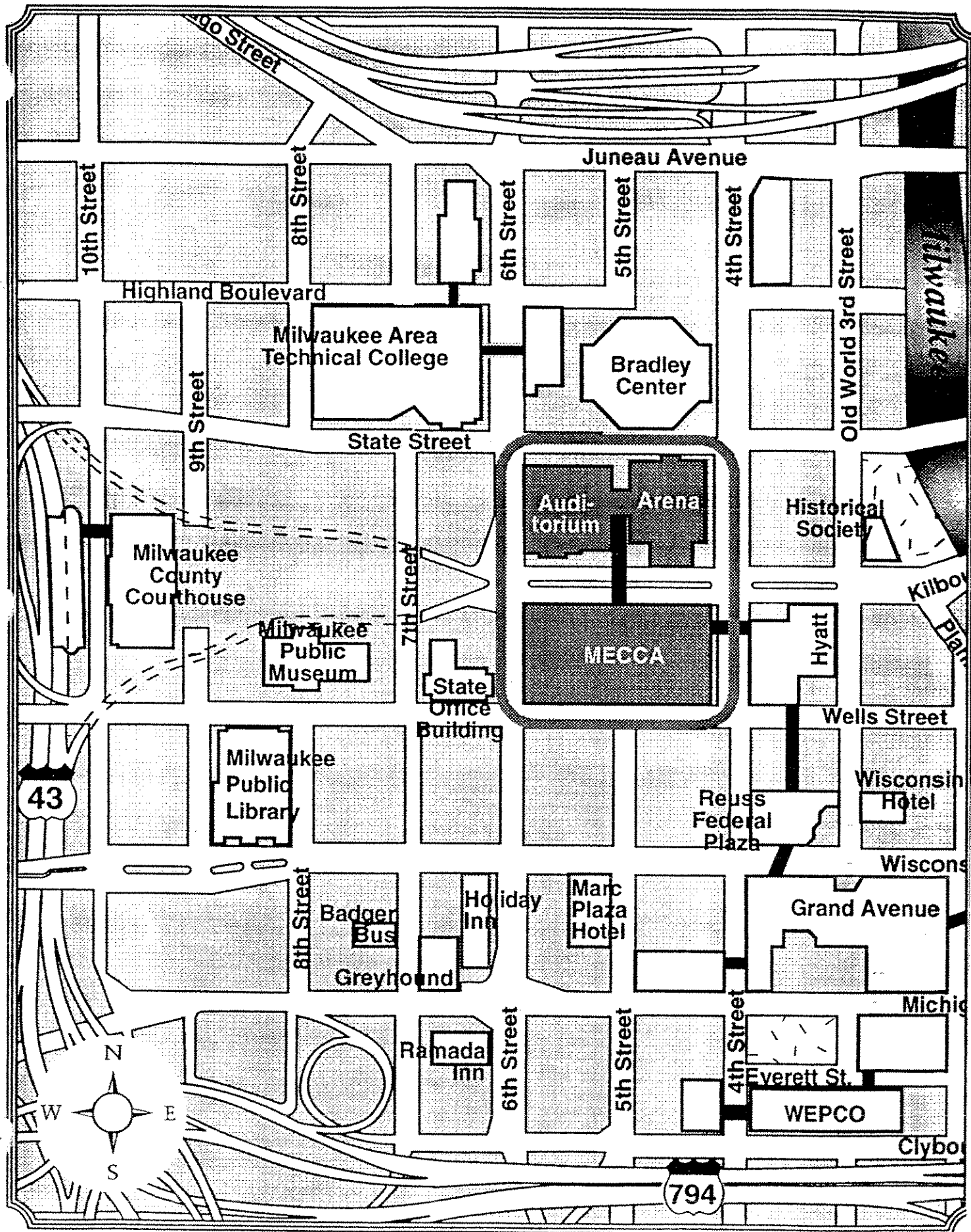


EXHIBIT B

EXISTING CONTRACTS

1. Agreement for Audio-Visual Services dated and signed September 30, 1992.
2. Employee Agreement between Geoffrey F. Hurtado and the Board of Directors of MECCA dated and signed April 25, 1991.
3. Arena Rental and Scheduling Agreement (with Exhibits) made as of the 15th day of July 1986 by and between the Bradley Center Corporation and MECCA.
4. Agreement made as of the 16th day of December 1991 by and between the City of Milwaukee and MECCA.
5. Agreement between the City of Milwaukee and MECCA. Re: Provision for Supplemental Operating Revenues to MECCA in 1990 in the amount of \$500,000.00. (1990)
6. April 5, 1983 transmittal to Robert O. Ertl from James A. McCann; Re: Deferred Compensation Plan including copies of an executed Executory Agreement dated and signed March 31, 1983 and Master Agreement for A Plan of Deferred Compensation dated and signed January 26, 1982; Amendment to the Executory Agreement made the 31st day of March 1983; Amendment to the Master Agreement for a Plan of Deferred Compensation made the 26th day of January 1982.
7. April 12, 1991 transmittal letter to MECCA from John H. Hoppe, III, Service Sales Manager at Montgomery Elevator Company.
8. Agreement for Sales and Marketing of the MECCA by and between MECCA and Greater Milwaukee Convention/Visitors Bureau made as of the 1st day of September 1991.
9. Transmittal letter to Mr. Don Sleaper from Ms. Tammie Nelson of Hewlett-Packard regarding Customer Support Services Agreement, Proposal Number 17148138.
10. Transmittal letter to Mr. Robert E. Seefeld, Operations Manager/MECCA from Mr. Mark R. Harder, Operations Manager of Merchants Police, Re: Billing Rates dated February 15, 1993.
11. Transmittal letter to Mr. Rudy Pede, Pension Office from Alderman John R. Kalwitz dated March 10, 1976 and a transmittal letter from August 13, 1985 to Mr. Thomas E. Hayes, Spec. Dep. City Attorney from Alderman John R. Kalwitz.

12. Additional Conditions applicable to the loan agreement dated November 1, 1991 by and between the Milwaukee Art Museum, Inc. (MAM), and MECCA.
13. License Agreement between MINISOFT Office Systems and MECCA including a letter to Mr. Jim Kaddato of MECCA from Douglas Greenup, Marketing Manager of MINISOFT, INC. dated January 13, 1989.
14. Agreement for Engineering Consulting Work Related to Differential Settlement in MECCA Facilities entered into the 21st day of September, 1992 by and between Computerized Structural Design, Inc. and MECCA.
15. Lease Agreement dated January 14, 1991 by and between MECCA and Ogden Food Service.
16. Agreement made the 25th day of April 1989 by and between MECCA and White Way Sign & Maintenance Co.
17. Advertising Rights Agreement made the 25th day of April by and between MECCA and Miller Brewing Company.
18. Contract for Display Advertising and Product Availability by and between MECCA dated and signed April 24, 1989.
19. Payroll Service agreement between First Wisconsin and MECCA signed and dated April 5, 1977.
20. Master Repurchase Agreement (Public Securities Association Prototype) by and between First Wisconsin National Bank of Milwaukee and MECCA dated as of January 29, 1988.
21. Turnkey, Operation and Maintenance Agreement between the Milwaukee Exposition and Convention Center and Arena Board and Milwaukee MECCA Hotel Associates made the 16th day of November 1981.
22. Letter to MECCA dated September 18, 1989 from Mr. Bruce Edwards of Terminix International, Re: Monthly Service Charge Reduction.
23. Waste Management Service Agreement.
24. Electric Service Agreement General Primary Service made the 17th day of February 1993, by and between Wisconsin Electric Power Company and Milwaukee Expo and Convention Center (Auditorium).

25. Asset Purchase Agreement made the 12th day of July 1993 by and between MECCA and the Wisconsin Sports Authority, Inc.
26. Lease Agreement by and between MECCA and the Wisconsin Sports Authority, Inc.
27. Local Government Property Insurance Fund, name of insured: MECCA; 93-94 Directors & Officers Renewal Policy (Laub Group, Inc.).
28. Collective bargaining agreement between MECCA and Local 18 IATSE effective January 1, 1994, expiration December 31, 1995.
29. Agreement between MECCA and International Union of Operating Engineers, Local 317, effective June 1, 1992, expiration May 31, 1996.
30. Agreement between MECCA and Local 150 Service Employees' International Union, AFL-CIO, January 1, 1994 to December 31, 1995 for Special Service Workers.
31. Agreement between MECCA and Local 150 Service Employees' International Union, AFL-CIO, January 1, 1994 to December 31, 1995 for Cashiers.
32. Agreement between MECCA and Local 150 Service Employees' International Union, AFL-CIO, January 1, 1994 to December 31, 1995 for Maintenance and Cleaning.
33. Loomis Armored Inc. Amendment to Contract dated November 14, 1989 between Loomis and MECCA.
34. Confidentiality Agreement with Wisconsin Energy Corporation dated April 21, 1994.
35. Temporary Cellular Site License Agreement with Ameritech dated October 13, 1992 and Extension amendments.
36. Amendment to Principal Agent (License) and Trust Agreement with Ticketmaster-Wisconsin dated 27, December 1994.
37. Contract for professional services between KPMG Peat Marwick, LLP and the City of Milwaukee dated February 17, 1995.
38. Agreement between the City of Milwaukee, City of Wauwatosa, City of Glendale and the Greater Milwaukee Convention and Visitors Bureau dated May 25, 1981 and Amendment to that Agreement dated October 1, 1990; Ticket Outlet Agreement

entered into as of the 14th day of August 1991, by and between Ticketmaster-Wisconsin, Inc. and MECCA; facsimile dated June 3, 1991 to Mr. Don Sleeper from Mr. Ben Liss, President and Chief Executive Officer of Ticketron and an attached Ticketron Principal-Agent (License) and Trust Agreement.

EXHIBIT C

For purposes of this Transfer Agreement, "Hazardous Materials" shall mean, (i) any substance defined as "hazardous substances," "pollutants," "contaminants," "hazardous materials," "hazardous wastes," or "hazardous or toxic substances" as now or hereafter defined in any applicable federal, state or local law, regulation, ordinances, or directive, including, but not limited to, the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901, et. seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by SARA, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801, et. seq.; the Toxic Substance Control Act, 15 U.S.C. Sec. 2601, et seq.; the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sec. 9601, et. seq.); the Clean Water Act, 33 U.S.C. Sec. 1251 et. seq.; the Clean Air Act, 42 U.S.C. Sec. 7412, et. Seq.; Wisconsin Statutes Chapter 144; as any such acts may be amended, modified or supplemented; (ii) those substances listed or otherwise identified in the regulation adopted and publications issued as may be amended, modified or supplemented, pursuant to any of the above-referenced statutes; (iii) any friable asbestos, airborne asbestos, or any substance or material containing asbestos; (iv) any substance, the presence of which on the Property is prohibited by any legal requirement of any governmental authority or which may give rise to an assessment of a governmental authority; and (v) any other substance which by legal requirement of any governmental authority requires special handling in its collection, storage, treatment or disposal.

For purposes of this Transfer Agreement, "Environmental Investigation, Evaluation and Remediation" shall mean any and all required or necessary investigation, testing, monitoring, repair, cleanup, detoxification, preparation of any closure or other required plans, or other removal response or remedial action at or relating to the Property.

EXHIBIT D

The area bounded by North Fourth Street, North Sixth Street, West Wells Street and West Wisconsin Avenue, more particularly described as parcels 1 and 2 of the Wisconsin Center District Acquisition Plat for the construction of the Convention Center Expansion Project dated January 16, 1995 and parcels 1 through 5 of the Wisconsin Center District Acquisition Plat for the Construction of the Convention Center Expansion Project dated February 10, 1995, both on file with the Clerk of the Milwaukee County, Wisconsin.

**RECORDED
CERTIFIED SURVEY MAP**

DCD 1861

392

CERTIFIED SURVEY MAP NO. **0211A**

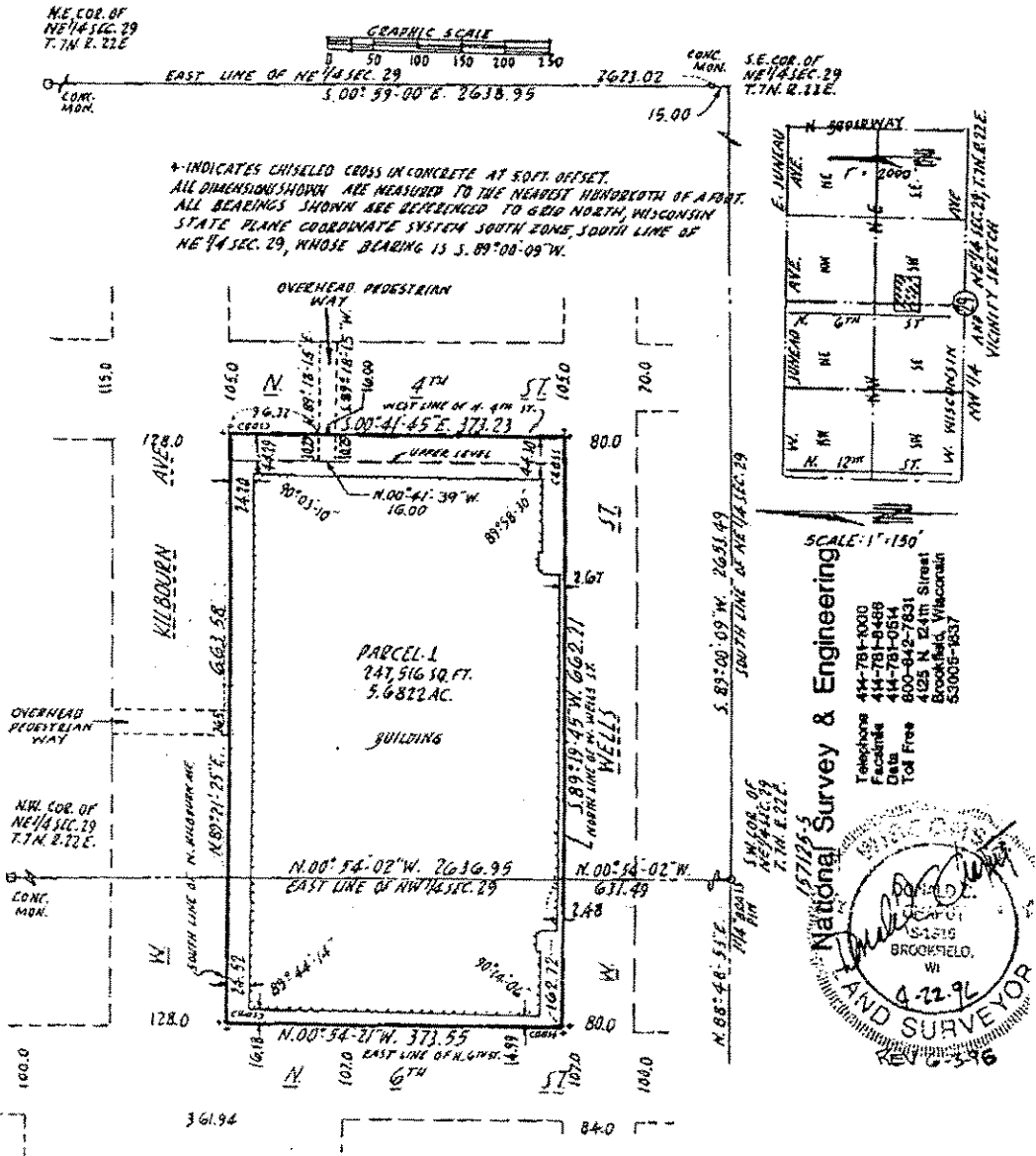
Page 1 of 3 Pages

Being a division of that part of Block 53 in Plat of East Hill, that part of Blocks 53 and 54 in the Plat of the Town of Milwaukee on the West Side of the River together with the vacated alleys lying in said Blocks and vacated North 5th Street lying between said Blocks, all being in the Southeast 1/4 of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

23153

TAX KEY NO. **361-0577-100**

Zoning: C-9-D



RECEIVED
MAY 14 1996
DEPT. OF
City Development

DEPT. OF CITY
DEVELOPMENT
OF MILWAUKEE
MAY 14 1996
STAFF APPROVED

**INFRASTRUCTURE
SERVICES DIVISION**
Carl P. Albrecht 4/20/96
CHIEF DRAFTSMAN
Matthew Aguirre 4/20/96
Acting ENG. IN CHARGE ENVIRCH. ENG.
CORRECT
Maniano J. Dolacina
CITY ENGINEER
APPROVED

CERTIFIED SURVEY MAP NO. 244

Being a division of that part of Block 53 in Plat of East Half, that part of Blocks 53 and 54 in the Plat of the Town of Milwaukee on the West Side of the River together with the vacated alleys lying in said Blocks and vacated North 5th Street lying between said Blocks, all being in the Southeast 1/4 of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
:SS
WAUKESHA COUNTY }

I, DONALD C. CHAPUT, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of that part of Block 53 in Plat of East Half, that part of Blocks 53 and 54 in the Plat of the Town of Milwaukee on the West Side of the River together with the vacated alleys lying in said Blocks and vacated North 5th Street lying between said Blocks, all being in the Southeast 1/4 of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:
Commencing at the Southeast corner of said Northeast 1/4 Section; thence South 89°00'09" West 2653.49 feet to the Southwest corner of said Northeast 1/4 Section; thence North 00°54'02" West along the North-South 1/4 line of said Section 631.49 feet to a point on the North line of West Wells Street, thence South 89°19'45" West along the North line of West Wells Street 162.72 feet to the point of beginning of the lands to be described; thence North 00°54'21" West along the East line of North 6th Street 373.55 feet to a point on the South line of West Kilbourn Avenue; thence North 89°21'25" East along the South line of West Kilbourn Avenue 663.58 feet to a point on the West line of North 4th Street; thence South 00°41'45" East along the West line of North 4th Street 373.23 feet to a point on the North line of West Wells Street; thence South 89°19'45" West 662.21 feet to the point of beginning.

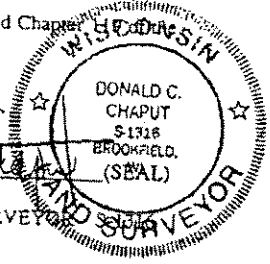
THAT I have made the survey, land division and map by the direction of WISCONSIN CENTER DISTRICT, owner of said land.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter Milwaukee Code in surveying, dividing and mapping the same.

April 22, 1996
DATE

Donald C. Chaput
DONALD C. CHAPUT,
REGISTERED LAND SURVEYOR



MUNICIPAL CORPORATION OWNER'S CERTIFICATE

WISCONSIN CENTER DISTRICT, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said municipal corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of Chapter 119 of the Milwaukee Code of Ordinances.

IN consideration of the approval of the map by the Common Council of the City of Milwaukee and in accordance with Chapter 119 of the Milwaukee Code, the undersigned agrees:

- A. That all utility lines to provide electric power and telephone service and cable television or communications systems lines or cables to all lots in the Certified Survey Map shall be installed underground in easements provided therefor, where feasible.

THIS agreement shall be binding on the undersigned and assigns.

CERTIFIED SURVEY MAP NO 6244

Being a division of that part of Block 53 in Plat of East Half, that part of Blocks 53 and 54 in the Plat of the Town of Milwaukee on the West Side of the River together with the vacated alleys lying in said Blocks and vacated North 5th Street lying between said Blocks, all being in the Southeast 1/4 of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

In Witness Whereof, WISCONSIN CENTER DISTRICT has caused these presents to be signed by Geoffrey F. Hurtado, its President, at Milwaukee, Wisconsin, this 6 day of May, 1996.

In the presence of:

WISCONSIN CENTER DISTRICT

[Signature]

Geoffrey F. Hurtado
GEOFFREY F. HURTADO, PRESIDENT

STATE OF WISCONSIN }
 :SS
MILWAUKEE COUNTY }

PERSONALLY came before me this 6th day of May, 1996, GEOFFREY F. HURTADO, President of the above named municipal corporation, to me known as the person who executed the foregoing instrument, and to me known to be the President of the municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of the municipal corporation, by its authority.

Kathy A. Mittelstadt

Kathy A. Mittelstadt (SEAL)
Notary Public, State of Wisconsin
My commission expires 1-24-99
~~My commission is permanent.~~

CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN }
 :SS
MILWAUKEE COUNTY }

I, WAYNE F. WHITTOW, being the duly elected, qualified and acting City Treasurer of the City of Milwaukee, certify that in accordance with the records in the office of the City Treasurer of the City of Milwaukee there are no delinquent taxes and that the method of payment of any special assessments relating to the land included in this Certified Survey Map has been agreed upon between the owner and the City of Milwaukee.

June 25, 1996
DATE

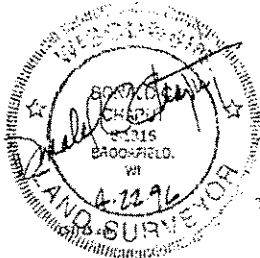
Wayne F. Whittow
WAYNE F. WHITTOW, CITY TREASURER

COMMON COUNCIL CERTIFICATE OF APPROVAL

I certify that this Certified Survey Map was approved under Resolution File No. 960576 adopted by the Common Council of the City of Milwaukee on July 12, 1996

Ronald D. Leonhardt
RONALD D. LEONHARDT, CITY CLERK

John C. Norquist
JOHN C. NORQUIST, MAYOR



THIS INSTRUMENT WAS DRAFTED BY DONALD C. CHAPUT, REGISTERED LAND SURVEYOR S-1316

