

EXHIBIT "B"

MAINTENANCE AND CAPITAL REPAIR RESPONSIBILITIES

The City of Milwaukee shall be responsible for all maintenance and capital repair functions and related costs associated with the West State Street right-of-way except as outlined below and except as specified in any Special Privilege existing or established in the future for the subject right-of-way. The term "Maintenance" shall mean repairs or services of a routine and ongoing nature. The term "Capital Repairs" shall mean non-routine and infrequent repairs or replacement necessitated by structural defect or significant deterioration. The following provisions apply only to improvements listed in Exhibit "A".

1. Miller Brewery shall be responsible for snow removal, litter control, and other routine Maintenance of the public sidewalk areas as required by City Code.
2. Miller Brewery shall be responsible for all Maintenance and Capital Repairs associated with the light fixtures attached to the building face (Exhibit "A", Item #1). Maintenance and Capital Repairs shall include but need not be limited to repair or replacement of the fixtures, replacement of light bulbs, and providing of the required energy source. The light fixtures shall be maintained in such a way as to assure a minimum 1.2 foot candles of light in their light spill area. The lights mounted on Building 61 along and under the awning shall be illuminated at all times that the City of Milwaukee street lights located proximate to the awning are lit.
3. When any work in the public way performed under permit issued by the City affects the granite paving stones and/or the exposed aggregate concrete walking surface (Exhibit "A", Items 2 and 3), City shall ensure that the affected areas are restored to a condition and appearance consistent with their condition and appearance prior to the permitted work.
4. City may use its customary standards and procedures to repair damage to the granite paving stone and/or exposed aggregate concrete walking surface areas when such damage is the result of normal wear and tear. It is recognized that the City's customary standards and procedures will not result in replication or replacement of the original appearance of the affected areas. If Miller wishes the City to undertake repairs in a way that preserves or restores the appearance of the affected area, Miller will be obligated to pay the difference in repair costs. At such time as the affected area must be resurfaced or replaced due to general deterioration, City and Miller shall mutually determine a resurfacing or replacement standard with the general understanding that Miller will pay the added cost for any work that exceeds normal and customary City standards at that time.

5. Miller shall be responsible for all necessary Maintenance of and Capitol Repairs to the trench drain (Exhibit "A", Item #4). When any part of the trench drain interferes with the right of full, ready, and free access to the public main storm sewer in Miller Mall (sewer easement SE-2150) for the purposes of operating, inspecting, maintaining, repairing, reconstructing or enlarging said sewer, that part shall be removed by Miller Brewing at the request of the City at no cost to the City.