

**FIRST AMENDMENT TO THE  
PARKING STRUCTURE MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE PARKING STRUCTURE MANAGEMENT AGREEMENT (“Amendment”), is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, and is by and between THE CITY OF MILWAUKEE, a Wisconsin municipal corporation, as the owner (“CITY”), and DEER DISTRICT LLC, a Delaware limited liability company, as the manager (“MANAGER”).

**RECITALS**

1. CITY and MANAGER entered into the Parking Structure Management Agreement (the “Original Management Agreement”) dated May 16, 2016, to describe the management responsibilities of CITY and MANAGER for the Parking Structure, as defined in the Original Management Agreement.

2. CITY and MANAGER desire to amend the Original Management Agreement.

3. CITY has authority to execute this Amendment by Resolution No. 170217 adopted by its Common Council on \_\_\_\_\_, 2017.

**NOW, THEREFORE**, in consideration of the above recitals, which are incorporated herein, and the premises and mutual promises and undertakings contained herein, CITY and MANAGER agree as follows:

A. Section I.H. of the Original Management Agreement is revised to read as follows:

“Gross Revenues” means all revenues that MANAGER collects from the operation and management of the Property as and when collected, including, but not limited to, all parking fees and all revenue from non-parking related leases or easements at the Property. Gross Revenues shall not include: (i) any lease payments received from T-Mobile Central LLC, or its affiliate, for a cellular tower lease relocated from CITY’s prior parking structure located at North Fourth Street and West Highland Avenue; or (ii) any refunds or rebate of prepaid parking fees or advertising fees due to league lockouts or other cancellation of events at the Bradley Center (prior to completion of the Bucks Arena) or the Bucks Arena; or (iii) any revenues excluded from Gross Revenues pursuant to Section V.C., herein.

B. Section III.C. of the Original Management Agreement is revised to read as follows:

A memorandum of the Original Management Agreement and this Amendment shall be recorded at the Milwaukee County Register of Deeds Office at MANAGER’s expense upon execution of the same. CITY and MANAGER shall enter into a memorandum of Commencement Date which shall be attached as Exhibit B to this Agreement. Within 10 days after the Team plays its first regular season game in the Bucks Arena, CITY and MANAGER shall amend Exhibit B to include the Initial Termination Date.

C. Section V.C. of the Original Management Agreement is revised to read as follows:

CITY shall have the right to sell naming rights or sponsorship opportunities for the Property; provided, however, that MANAGER shall have the exclusive right to market and, upon reasonable approval of CITY, grant to third parties such naming rights and/or sponsorship opportunities on CITY's behalf. Any net revenue received for such naming rights or sponsorship opportunities (i.e., all such naming rights and/or sponsorship revenues less costs reasonably incurred by MANAGER in securing and fulfilling obligations with respect thereto) shall be paid to MANAGER, and shall not be included in Gross Revenues. MANAGER shall donate 50% of all net revenue from such naming rights or sponsorship opportunities to MKE Plays, an initiative created by CITY's Common Council via passage of Resolution No. 141568 on March 3, 2015. MANAGER may retain the remaining 50% of such net revenues for its own purposes. MANAGER shall continue to make such donations to MKE Plays unless or until such time that CITY notifies MANAGER in writing that it has approved a resolution designating such net revenue to be included in Gross Revenues instead of paid to MKE Plays. Upon receipt of such written notice, MANAGER shall thereafter include such net revenues in Gross Revenues. Any associated signage related to such naming rights or sponsorship opportunities shall be consistent with the Detailed Planned Development zoning for the Property and shall be subject to standard City of Milwaukee signage approvals, as applicable.

- D. All other terms, conditions and exhibits of the Original Management Agreement not modified herein shall remain in effect as stated in the Original Management Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

**CITY OF MILWAUKEE**

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Tom Barrett, Mayor

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James R. Owczarski, City Clerk

**COUNTERSIGNED:**

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Martin Matson, Comptroller

