

**ASSIGNMENT OF LEASE FOR CERTAIN AIR SPACE IN THE VICINITY OF NORTH
41ST STREET ABOVE WEST STATE STREET IN THE CITY OF MILWAUKEE**

This ASSIGNMENT OF LEASE (the "Assignment"), made and entered into on the date last entered below, *nunc pro tunc*, to 11:59:59 p.m., June 30, 2008 from the MILLER BREWING COMPANY, a Wisconsin corporation (hereinafter "Miller"), of a lease dated April 23, 1973 (the "Lease"), attached hereto as Exhibit A and incorporated herein by reference, and the CITY OF MILWAUKEE, a Wisconsin municipal corporation (the "City"), to MILLERCOORS, LLC, a Delaware Limited Liability Company ("MillerCoors").

W I T N E S S E T H

WHEREAS, as Miller entered into the Lease with the City on April 23, 1973 and such Lease was recorded with the Register of Deeds of Milwaukee County as Document No. 4813835 on January 2, 1974 for the right to use certain air space over the 4100 block of West State Street to construct a skywalk not less than 19 feet above West State Street at its present grade, consisting of an area not more than 16 75/100 feet in height and 23 feet in width at the location more specifically described herein to connect Miller buildings on the north side and the south side of West State Street in the area more specifically described in Exhibit B; and

WHEREAS, the Lease remains in full force and effect and Miller, having fulfilled all its obligations and responsibilities thereunder, elects to continue the Lease for the balance of its 99-year term, subject to the terms and conditions of the Assignment; and

WHEREAS, Miller and the Molson Coors Brewing Company ("Coors") entered into a Merger and Acquisition Agreement (the "Merger Agreement") that became effective at 12:00 a.m. on July 1, 2008 (the "Effective Date"),

WHEREAS, in accordance with the Merger Agreement, Miller transferred by operation of law all its right, title and interest of Miller's property in the City and elsewhere, including the rights and obligations under the Lease and, as a result of such transfer, Miller and MillerCoors desire to execute this Assignment to make the transfer of the Lease under the terms of the Merger Agreement, as of the Effective Date, a matter of public record and request that the City accept the Assignment.

WHEREAS, to effectuate that intent, hereby execute the Assignment as follows:

NOW THEREFORE, in consideration of certain good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, , Miller and MillerCoors covenant and agree to the Assignment, and the City accepts the Assignment, as follows:

1. Assignment and Consent. The Lease is hereby confirmed by the parties and assigned by Miller to MillerCoors effective on the Effective Date set forth in this Assignment and Miller shall have no further obligation to MillerCoors or the City provided, however, no liability of Miller to the City under the Lease shall be released by agreement or operation of law unless MillerCoors fully complies with the terms and conditions of this Assignment. In accordance therewith, MillerCoors shall hereby assume and undertake all obligations, responsibilities, terms and conditions of the Lease immediately and without condition, retroactive to the Effective Date, such that Miller shall be released from all obligations and liabilities under the Lease and shall provide notarized copies of this Assignment to the City to confirm MillerCoors' assumption of all obligations, responsibilities, terms and conditions of the Lease, said copies to be submitted to the City Engineer for recordkeeping purposes and the City Comptroller for billing purposes.

2. Effect of Assignment. This Assignment, and any ordinance or resolution under which it is accepted by the City, shall not operate to repeal, rescind, modify or amend any ordinances or resolutions of the City relating to the use or obstruction of streets, the granting of permits, and any regulations relating to the preservation of order and movement of traffic or any other similar ordinances, resolutions or regulations not specifically set forth in the ordinance or resolution of which this Assignment will become a part as originally provided pursuant to § 66.048(3), Wis. Stats. (1971), now § 66.0915(3), Wis. Stats. (2005-2006).

3. Indemnification. MillerCoors shall indemnify and save harmless Miller, its officers, employees and agents however designated, and shall indemnify and hold harmless the City, its officers, employees and agents however designated, provided however that the City has consented to the Assignment and released Miller from any and all obligations or responsibilities under the terms and conditions of the Lease, and MillerCoors shall defend Miller and the City from and against any and all liability, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees and similar expenses to whomever owed and by whomsoever and whenever brought or obtained, related directly to the maintenance, operation and use of the certain air space over West State Street, which are not the result of the acts of Miller or the City or the respective officers, employees or agents however designated of each. This indemnity does not apply to any claims arising from the City's willful misconduct, gross negligence or demonstrable acts of bad faith.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals on the dates written below, *nunc pro tunc* to the Effective Date described herein, to execute and accept the Assignment.

MILLER BREWING COMPANY
a Wisconsin corporation

By: _____
Authorized Representative

Attest: _____
Secretary or Assistant Secretary

WITNESS:

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 200__,
_____ and _____, the
_____ and _____ of the above-named corporation,
to me known to be the persons who executed the foregoing Assignment and to me known to be
such _____ and _____ of such corporation,
acknowledge that they executed the foregoing instrument as such officers or representatives as
the act of the corporation by its authority.

Notary Public, State of Wisconsin
My Commission: _____

MILLERCOORS, LLC
a Delaware limited liability company

By: _____
Authorized Representative

Attest: _____
Secretary or Assistant Secretary

WITNESS:

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 200____,
_____ and _____, the
_____ and _____ of the above-named limited
liability company, to me known to be the persons who executed the foregoing Assignment and to
me known to be such _____ and _____ of such
limited liability company, acknowledge that they executed the foregoing instrument as such
officers or representatives as the act of the limited liability company by its authority.

Notary Public, State of Wisconsin
My Commission: _____

ACCEPTANCE BY THE CITY OF MILWAUKEE OF THE ASSIGNMENT OF LEASE

The City of Milwaukee (the “City”), being fully advised in the premises and pursuant to Common Council Resolution No. _____, dated and adopted _____, 200____, hereby accepts, consents, acknowledges and recognizes the Assignment by Miller Brewing Company (“Miller”) to MillerCoors LLC (“MillerCoors”) by operation of law and the covenant of MillerCoors to be the sole party to meet and undertake all obligations, responsibilities, terms, and conditions of the Lease, the City hereby releases Miller from any further obligation and responsibility under the Lease to the extent that they have been fully assumed by MillerCoors in accordance with the terms of the Assignment.

The City further requires, as a condition to the release of liability of Miller from all obligations and responsibility under the terms and conditions of the Lease, that a notarized copy of the Assignment shall be submitted to the City Engineer for recordkeeping purposes and to the City Comptroller for billing purposes.

IN WITNESS WHEREOF, the City of Milwaukee has caused these presents to be signed by Tom Barrett, Mayor, Ronald D. Leonhardt, City Clerk, and countersigned by W. Martin Morics, City Comptroller at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this ____ day of _____, 200____.

CITY OF MILWAUKEE

By: _____
Tom Barrett, Mayor

By: _____
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

W. Martin Morics, City Comptroller

Signed and Sealed in Presence of:

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 200____, Tom Barrett, Mayor of the City of Milwaukee, above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of such municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation by its authority and pursuant to Ordinance No. _____ adopted by the Common Council of the City of Milwaukee on _____.

Notary Public, State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 200___, Ronald D. Leonhardt, City Clerk of the City of Milwaukee, above named municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such City Clerk of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority and pursuant to Ordinance No. _____ adopted by its Common Council on _____.

Notary Public, State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 200___, W. Martin Morics, City Comptroller of the City of Milwaukee, the above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such City Comptroller of said municipal corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority, and pursuant to Ordinance No. _____ adopted by its Common Council on _____.

Notary Public, State of Wisconsin
My commission expires: _____

Approved as to form and execution
this ___ day of _____, 200___

Assistant City Attorney

EXHIBIT B

The Lease which is the subject of this Assignment is located in certain airspace above property more specifically described as follows:

That part of W. State St. lying under a bridge 23 feet in width, 66 feet more or less in length, 16.75 feet in height, with a clearance above W. State St. of not less than 19 feet above the existing grade of W. State St. The center line of said structure is a straight line running through part a. and part b., said point being described as follows:

Commencing at a point in the intersection of the center lines of N. 41st St. and W. State St. in said City of Milwaukee; thence S 83° 45' W 68.91 feet to a point; thence S 89° 01' W, 100.64 feet to a point:

- a. (For center line South) thence N 78° 29' W 11.08 feet to a point which is the intersection of the center line of W. State St. and the W line of said Lot 1, Block 4 in Assessor's Plat No. 124 being a part of the NW ¼ of Section 25, Township 7 North, Range 21 East; thence S 0° 46' 45" E along the W line of said Lot 1, Block 4 to a point at the intersection of the S line of W. State St.; thence S 78° 29' E, 12.89 feet to a point which is the center line of said bridge at the South side of W. State St.;
- b. (For center line North) beginning at said aforementioned point in the intersection of the center line of W. State St. and the W line of said Lot 1, Block 4 in Assessor's Plat No. 124 being a part of the NW ¼ of Section 25, in Township 7 North, Range 21 East; thence N 78° 29' W 1.45 feet to a point which is the intersection of the center line of W. State St. and the W line of said Lot 3, Block 1; thence N 0° 46' 4" W to the North line of W. State St. to a point; thence S 78° 29' E, 16.31 feet along the N line of W. State St. to a point; thence N 89° 01' E, .31 feet to a point which is the center line of said bridge at the North side of W. State St.