

RESOLUTION #2024-18

**RESOLUTION AUTHORIZING THE DISTRICT TO ENTER INTO AN UPDATED
LEASE, NON-RELOCATION AGREEMENT AND SHARED OWNERSHIP
AGREEMENT WITH THE TEAM**

ADOPTED AT MEETING:

WHEREAS, the Wisconsin Professional Baseball Park District (the “District”) is created as a special district authorized under Subchapter III of Chapter 229 of the Wisconsin Statutes (the “Legislation”); and

WHEREAS, 2023 Wisconsin Act 40 requires the Milwaukee Brewers Baseball Club, Limited Partnership (the “Team”) to enter into an updated lease and non-relocation agreement with the District; and

WHEREAS, after nine months of negotiations, the District and the Team have agreed on the terms for a proposed updated lease, the Third Amended and Restated American Family Field (f/k/a Miller Park) Lease Agreement (the “Updated Lease”); and

WHEREAS, the members of the District’s Board of Directors have been provided with copies of the Updated Lease as well as the Second Amended and Restated Non-Relocation Agreement and the Third Amended and Restated American Family Field (f/k/a Miller Park) Shared Ownership Agreement (collectively, the “Updated Lease Documents”), all attached hereto as exhibits; and

WHEREAS, the members of the District’s Board of Directors have discussed and considered the terms and conditions of the Updated Lease Documents and believe that it is in the best interest of the District to enter into the Updated Lease Documents; and

NOW, THEREFORE, BE IT RESOLVED, that the District’s Board of Directors hereby approves the Updated Lease Documents and authorizes the Chairperson to execute the Updated Lease Documents; and

BE IT FURTHER RESOLVED, that all acts and undertaking of the District’s officers and the Board of Directors, whether heretofore or hereafter taken or done, which were or are intended to be in conformity with the purposes and intent of these resolutions be, and they hereby are, in all respects, ratified, approved and affirmed.

Adopted this 18th day of December, 2024

Jenni Dye, *Chairperson*

Preston D. Cole, *Secretary*

EXHIBIT
UPDATED LEASE DOCUMENTS

**THIRD AMENDED AND RESTATED
AMERICAN FAMILY FIELD (F/K/A MILLER PARK)
LEASE AGREEMENT**

By and Between

WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT

and

**MILWAUKEE BREWERS BASEBALL
CLUB, LIMITED PARTNERSHIP**

Dated as of December, __ 2024

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**THIRD AMENDED AND RESTATED AMERICAN FAMILY FIELD
(F/K/A MILLER PARK) LEASE AGREEMENT**

THIS THIRD AMENDED AND RESTATED AMERICAN FAMILY FIELD (F/K/A MILLER PARK) LEASE AGREEMENT (this “Lease”) is effective as of the ____ day of December, 2024 (the “Effective Date”), by and between **WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT**, a statutorily created instrumentality of the State of Wisconsin (formerly known as the Southeast Wisconsin Professional Baseball Park District and hereinafter referred to as the “District”), and **MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP**, a Wisconsin limited partnership (hereinafter referred to as the “Team”).

RECITALS:

A. The presence and conduct of professional baseball in the State of Wisconsin (the “State”) stimulates economic activity in the State and, therefore, the development, construction, improvement, repair, and maintenance of a modern state-of-the-art baseball stadium facility for the playing of professional baseball has been and will continue to be beneficial to the State.

B. To promote the conduct of professional baseball in the State, the District was established by the State’s legislature pursuant to the Act and reconstituted pursuant to the 2023 Acts for the purpose of financing, acquiring, developing, constructing, owning, leasing and operating a modern state-of-the-art baseball stadium facility.

C. As an inducement to the Team to continue to cause the Major League Club known as the Milwaukee Brewers to play its Baseball Home Games in the City of Milwaukee (the “City”), the District and the Team agreed to cause the Stadium Project and Infrastructure to be constructed pursuant to that certain Construction Administration Agreement dated as of December 31, 1996, which Construction Administration Agreement was subsequently amended and restated in its entirety effective as of February 22, 2001 (the “Construction Administration Agreement”).

D. The State currently owns a portion of the Site as defined herein. The State has leased such portion of the Site, together with all rights appurtenant thereto, to the District pursuant to a 99-year ground lease dated October 21, 1996, as amended by the First Amendment to Ground Lease dated as of October 31, 1998, and as amended by the Second Amendment to Ground Lease dated as of August 18, 2011 (collectively, the “Ground Lease”).

E. The District has entered into a Ground Lease dated September 18, 1998, between the State of Wisconsin, State Building Commission (the “State Building Commission”), as Lessor, and the District, as Lessee (the “1998 Ground Lease”) for the remaining portion of the Site.

F. The Team is the owner and operator of the Club.

G. The State and the District desire that the Club continue to play their Baseball Home Games in the City, and the Team desires to cause the Club to continue to play its Baseball Home Games in the City.

H. The District desires to: (i) sublease the Site to the Team, and the Team desires to sublease the Site from the District; and (ii) the District desires to lease to the Team, and the Team desires to lease from the District, the District Ownership Interest upon the terms and conditions herein set forth.

I. The District and the Team previously entered into that certain Lease Agreement dated as of December 31, 1996 (the “**Original Lease Agreement**”).

J. The District and the Team entered into that certain Amended and Restated Miller Park Lease Agreement dated June 30, 2004, as amended by (i) that certain First Amendment to Amended and Restated Lease Agreement dated as of December 1, 2004, (ii) that certain Second Amendment to Amended and Restated Lease Agreement entered into as of January 14, 2005, and (iii) that certain Third Amendment to Amended and Restated Lease Agreement dated as of August 18, 2011 (as so amended, the “**Restated Lease Agreement**”).

K. The District and the Team entered into that certain Second Amended and Restated Miller Park Lease Agreement dated November 11, 2014, as amended by that certain First Amendment to Second Amended and Restated Miller Park Lease Agreement dated September 10, 2019 (as so amended, the “**Second Restated Lease Agreement**”), which amended and restated, in its entirety, the Restated Lease Agreement.

L. Concurrently with the execution of the Original Lease Agreement, the District and the Team executed and delivered that certain Shared Ownership Agreement dated as of December 31, 1996, which was amended and restated in its entirety by that certain Second Amended and Restated Shared Ownership Agreement dated November 11, 2014, and, contemporaneous with this Lease, by that certain Third Amended and Restated American Family Field Shared Ownership Agreement, dated as of December 11, 2024 (as amended, the “**Shared Ownership Agreement**”). The Shared Ownership Agreement sets forth the ownership interests of the District and the Team in and to the Stadium Project.

M. The Shared Ownership Agreement provides that the District lease the District Ownership Interest to the Team as provided herein.

N. On December 7, 2023, the 2023 Acts, which provide for additional funding from the State, the City and the County for the development, construction, improvement, repair, and maintenance of the Stadium Complex in exchange for the extension of the lease term until December 31, 2050, and additional financial contributions by the Team, became effective. In order to effectuate the terms and requirements of the 2023 Acts, and the corollary agreements of the Team, the District, and the State, the Team and the District now enter into this Third Amended and Restated American Family Field Lease Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein, the parties do hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 **Recitals**¶ The foregoing Recitals are hereby incorporated herein as if fully set forth below and are material terms and provisions of this Lease representing the intent of the parties hereto.

1.2 **Definitions**¶ Certain terms are defined in the text of this Lease. As used in this Lease and unless otherwise expressly indicated, the following terms shall have the following meanings:

“1998 Ground Lease” shall have the meaning set forth in Recital “E”.

“2023 Acts” shall mean Acts 40 and 41 of the Wisconsin Legislature enacted on December 5, 2023, published on December 6, 2023 and effective on December 7, 2023.

“Access Roads” shall mean the private roadways identified on the Site Plan attached as **Exhibit I**.

“Act” shall mean Act 56 of the Wisconsin Legislature enacted on October 12, 1995 and published on October 26, 1995, as the same is hereafter amended from time to time.

“Additional Payments” shall have the meaning set forth in Section 5.2.

“All-Star Game” shall mean any professional baseball game that is scheduled to be played between teams comprised of players selected from Major League Baseball Clubs and that is scheduled, authorized, required or permitted to be played by the BOC or any additional such game or successor game sanctioned by an MLB Entity.

“American Family Field” shall mean the retractable roof, state-of-the-art baseball park designed specifically for the playing and public exhibition of Major League Baseball that was constructed on a portion of the Site and was formerly known as Miller Park.

“American Family Field Design Marks” shall mean images of American Family Field and Miller Park, including as or in connection with trademarks or service marks, examples of which are attached as **Exhibit H**. All elements of the American Family Field Design Marks, including but not limited to, the words, word elements and design elements, including but not limited, to the image of American Family Field, may differ from the examples in **Exhibit H**.

“Available Reserve Account Funds” shall mean, at any particular point in time, the balance of funds on deposit in the Segregated Reserve Account together with any interest or income (less the cost of investing such funds) credited or to be credited to the Segregated Reserve Account from the investment of such funds (all of which interest and income shall be deemed to have been earned by the District).

“Ballpark Project Plan” shall mean that certain Ballpark Project Plan, an initial copy of which is attached hereto and made a part hereof as **Exhibit G**, as amended and modified in

accordance with the Joint Capital Needs Assessment, as provided in Section 11.1(a), and annually by the Facility Manager and the Team from time to time as provided in Section 11.3.

“Baseball Home Games” shall mean each of the Team’s scheduled or rescheduled home playing dates during a Season at the Stadium Complex; each date on which any Postseason 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 at the Stadium Complex.

“Baseball Use” shall mean the playing of Baseball Home Games and conducting activities relating thereto, including, but not limited to, training, practices, baseball exhibitions, All-Star Games, maintenance and preparation of the Stadium Complex to suit such purposes, advertising and marketing of games and ticket sales and any and all other activities which, from time to time, are associated with, or are conducted in connection with, or are related to, the conduct of the business of a Major League Club.

“Best Reports” shall have the meaning set forth in Section 26.2.

“Board” shall mean the District board as constituted pursuant to s. 229.66., Wis. Stats.

“BOC” means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs that are party to the Major League Constitution, and any successor organization thereto.

“Capital Needs Consultant” shall have the meaning set forth in Section 11.1(a)(ii).

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

“Club” shall mean the Milwaukee Brewers professional baseball team and all rights granted to the Team by the MLB Entities to own and operate the Milwaukee Brewers baseball team as a Major League Baseball Club.

“Commencement Date” shall have the meaning set forth in Section 4.1.

“Commissioner” shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, the Executive Council, or any Person or other body succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

“Component” shall mean: (i) any item that is incorporated into and becomes a permanent part of the Stadium Complex, including, but not limited to, all structural members, seats, electronic and mechanical parts, plumbing pipes and equipment, heating, cooling and ventilating systems, and scoreboards; (ii) all other items and equipment of every kind and nature that becomes part of or is used in the Stadium Complex, including all furniture, fixtures and equipment; and (iii) as to the items described in clauses (i) and (ii) above, all necessary or required replacements thereof and substitutions thereto.

“Concessions” shall have the meaning set forth in Section 9.1(e).

“**C**”. “**Construction Administration Agreement**” shall have the meaning set forth in Recital

“**Corporate General Partner**” shall mean the corporate general partner of the Team, the Milwaukee Brewers Baseball Club, Inc., a Wisconsin corporation.

“**County**” shall mean Milwaukee County, Wisconsin.

“**Default**” shall mean any act, omission, event or occurrence which, with the passage of time, the giving of notice, or both could constitute a Team Default or a District Default.

“**Default Interest Rate**” shall have the meaning set forth in Section 33.6.

“**Discretionary District Improvements**” shall mean all Improvements performed by the District, including Improvements suggested by the Team, that the Facility Manager determines to be in the best interest of maintaining the quality of the Stadium Complex as a first-class venue, other than Planned Projects, Major Capital Repairs, Emergency Capital Repairs, or Necessary Improvements, and as more particularly described in Section 13.2(e).

“**Discretionary Team Projects**” shall mean projects, other than Segregated Reserve Account Projects, that the Team desires to be performed, as more particularly described in Section 14.1 hereof.

“**District**” shall have the meaning set forth in the initial paragraph hereof.

“**District Default**” shall have the meaning set forth in Section 24.1.

“**District Deposits**” shall have the meaning set forth in Section 7.3(c).

“**District Office Space**” shall mean the District’s office space, conference room and storage space located within American Family Field as more specifically described in **Schedule 2** attached hereto and hereby made a part hereof.

“**District Operating Account**” shall have the meaning set forth in Section 7.4.

“**District Ownership Interest**” shall have the meaning set forth in Section 3.1.

“**Effective Termination Date**” shall have the meaning set forth in Section 23.2(a).

“**Emergency Capital Repair**” shall mean a Major Capital Repair that is not a Planned Project in the Lease Year in which it is to be performed and that is of such an immediate nature that such repair must be commenced immediately to avoid material cost to the District and/or the Team and is necessary in the reasonable discretion of the Facility Manager or the Team to: (i) prevent immediate injury to Persons or damage to property; (ii) protect public health or safety; (iii) keep the Stadium Complex open and available to the Team and the public for the Permitted Uses; or (iv) enable the Stadium Complex and all of its Components (including but not limited to the scoreboards and the Retractable Roof) to function properly and safely in all material respects.

“Emergency Reserve” shall have the meaning set forth in Section 7.3(a).

“Executive Council” shall mean the Major League Executive Council that is governed by the Major League Constitution, and any successor body thereto.

“Excluded Infrastructure Improvements” shall mean all infrastructure improvements to the public highways, roads, streets and rights-of-way (such as the so-called East-West Highway, the Mitchell Street Interchange, the U.S. Highway 41 Stadium Interchange, and Brewers Boulevard and its associated interchange and ramps), as well as any Team Ancillary Development.

“Expiration Date” shall have the meaning set forth in Section 4.1.

“Extension Term” shall have the meaning set forth in Section 4.2.

“Facility Manager” shall mean the individual or entity as the District shall designate from time to time to comply with the District’s obligations under s. 229.6805, Wis. Stats., and that shall have primary responsibility to manage and supervise the development, construction, improvement, repair, and maintenance of the Stadium Complex.

“Facility Standards” shall mean the repair and improvement standards of Major League Baseball facilities that can reasonably be said to fall within the “top” twenty-five percent (25%) of all such facilities, when such facilities are rated or ranked according to the quality with which they are repaired and improved.

“Force Majeure” shall mean Acts of God, accidents, fire or other casualty, earthquake, flood, war, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, epidemic or pandemic, viral or bacterial outbreak, or other public health emergency, material shortages, strikes, boycotts or labor disputes including, but not limited to, player labor stoppages whether attributable to strikes or lockouts, or any other similar or like event or occurrence beyond the reasonable control of either party hereto that causes such party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

“GAAP” shall mean generally accepted accounting principles in the United States of America in effect from time to time, consistently applied.

“General Partner” shall mean Milwaukee Brewers Holdings, LLC, a Delaware limited liability company.

“Ground Lease” shall have the meaning set forth in Recital “D”.

“Helfaer Field” shall mean the youth baseball facility and playing field currently located on a portion of the Site formerly occupied by Milwaukee County Stadium, as same may be renamed or relocated from time to time in accordance with the terms of Section 10.5.

“Improvements” shall mean all capital improvements to the Stadium Complex other than Maintenance, Major Capital Repairs and/or Discretionary Team Projects. Improvements fall into two subcategories: (a) Necessary Improvements; and (b) Discretionary District Improvements.

“Included Infrastructure Improvements” shall mean, in general terms, the design and construction of certain improvements to utilities, building pads, pilings, parking areas, demolition work and environmental remediation in connection with the Stadium Project (but specifically excluding the Excluded Infrastructure Improvements).

“Individual Personal Property” shall have the meaning set forth in the Shared Ownership Agreement.

“Infrastructure” shall mean, collectively, the Included Infrastructure Improvements and the Excluded Infrastructure Improvements.

“Initial Term” shall mean the period commencing on March 30, 2001, and ending on December 31, 2050.

“Interest Rate” shall mean the annual rate of interest reported from time to time in The Wall Street Journal as the prime rate, changing as and when said prime rate changes, unless a lesser rate is then the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be the Interest Rate.

“Joint Capital Needs Assessment” shall mean the facility condition analysis and capital needs assessment of the Stadium Complex jointly commissioned by the Team and the District in 2034 as provided and for the purposes described in Section 11.1(a).

“Labor Event” shall have the meaning set forth in Section 23.1(h).

“Lease Year” shall mean each calendar year during the Term, with the first full Lease Year commencing on the Commencement Date (March 30, 2001) and with successive Lease Years commencing on the first day of each successive January following the first Lease Year. **“Lease Years”** means more than one (1) Lease Year.

“Legal Requirements” shall mean any and all governmental or quasi-governmental law, ordinance, rule, order or regulation applicable to this Lease or the Stadium Complex promulgated by any Federal, State or local authority or agency, which shall specifically include, but shall not be limited to, the Act and the 2023 Acts.

“Maintenance” shall mean such services and items of maintenance that are customarily treated as expenses in accordance with GAAP and: (a) are routine, regular, periodic and predictable in nature (including, but not limited to, the costs incurred under any maintenance contracts and/or similar service contracts); (b) prudently should be made to avoid Major Capital Repairs; (c) are needed to keep the Stadium Complex clean and free of debris; or (d) are required as a result of Team Misuse. Standards for Maintenance are set forth in **Exhibit B** attached hereto and hereby made a part hereof.

“Maintenance Assessment” shall mean the annual evaluation of the Stadium Complex completed by the Facility Manager and the Team as further detailed in Section 11.4.

“Major Capital Repairs” shall mean all maintenance and repairs that are customarily treated as capital items in accordance with GAAP, other than Maintenance.

“Major League Baseball” or **“MLB”** shall mean, depending on the context, any or all of (i) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, the Executive Council and the Ownership Committee, and/or (ii) the Major League Clubs acting collectively.

“Major League Baseball Club” or **“Major League Club”** shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

“Major League Constitution” shall mean the Major League Constitution adopted by the Major League Clubs as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

“Major Monetary Default” shall have the meaning set forth in Section 23.1(a).

“MLB Agency Agreement” shall mean the Amended and Restated Agency Agreement, effective as of January 1, 2020, by and among the various Major League Baseball Clubs, the BOC, Major League Baseball Properties, Inc. and MLB Advanced Media, L.P. (and the Operating Guidelines related thereto), as may be amended, supplemented or otherwise modified from time to time.

“MLB Approval” shall mean, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

“MLB Entity” shall mean each of the BOC, The MLB Network, LLC, MLB Advanced Media, L.P. and/or any of their respective present or future affiliates, assigns or successors.

“MLB Governing Documents” shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) any Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Major League Rules (and all attachments thereto), (d) the Amended and Restated Interactive Media Rights Agreement, effective as of January 1, 2020, by and among the Commissioner, the Major League Baseball Clubs, the BOC, MLB Advanced Media, L.P. and various other MLB Entities and (e) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the MLB Agency Agreement.

“MLB Ownership Guidelines” shall mean the “Memorandum re: Ownership Transfers – Amended and Restated Guidelines & Procedures” issued by the Commissioner on February 6, 2018, as the same may be amended, supplemented or otherwise modified from time to time.

“MLB Rules and Regulations” shall mean (a) MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other

MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time, including without limitation, the MLB Ownership Guidelines and the MLB Securitization Guidelines.

“MLB Securitization Guidelines” shall mean, collectively, the “Memorandum re: Securitization of Major League Club Assets” issued by the BOC on November 9, 2005 and the “Memorandum re: Securitization of Major League Club Assets – Amended and Restated Guidelines & Procedures” issued by the BOC on November 11, 2016, as the same may be amended, supplemented or otherwise modified from time to time.

“Necessary Improvements” shall mean Improvements that are required:

- (a) To satisfy any Legal Requirements;
- (b) By any insurance carrier as necessary to enable the District or the Team to obtain any of the insurance required to be carried by the Team or the District, as the case may be, under this Lease at commercially reasonable rates;
- (c) To keep the Stadium Complex in compliance with the MLB Rules and Regulations;
- (d) To keep the Stadium Complex on par with the replacement components and upgraded facilities in use in at least seventy-five percent (75%) of all Major League Baseball stadiums; or
- (e) To be performed as Project Environmental Costs.

“New Team Investment” shall have the meaning set forth in Section 8.2(a).

“Non-Relocation Agreement” shall have the meaning set forth in Section 17.1.

“Notice and Cure Period” shall mean the giving of any applicable notice of a Default and the required time period for any applicable opportunity to cure before the occurrence of a Team Default or a District Default, including the cure period set forth in Section 23.1(h).

“Occupancy License Agreement” shall mean the standard form of agreement used by the Team with respect to (i) Special Events for which the Team is not the promoter and (ii) those Team Uses and Events that involve a license or rental by the Team to third parties (other than an MLB Entity) that the Team anticipates will result in occupancy of the Stadium Complex by 1,000 or more Persons and that is substantially in the form attached hereto as **Exhibit E**.

“Original Lease Agreement” shall have the meaning set forth in Recital “I”.

“Other Stadium Agreements” shall collectively mean the Shared Ownership Agreement, the Construction Administration Agreement, the Non-Relocation Agreement, the Ground Lease,

the 1998 Ground Lease, the Reciprocal Operating and Easement Agreement, any amendments thereto, restatements thereof, and any such other instruments or agreements executed by the Team and/or the District in connection with the funding, construction, development, operation, management and use of the Stadium Complex, which the Team and the District mutually agree shall constitute an Other Stadium Agreement.

“Other Taxes” shall have the meaning set forth in Section 6.2.

“Ownership Committee” means the Ownership Committee of Major League Baseball and any successor body thereto.

“Permitted Exceptions” shall mean those items set forth on **Exhibit D** attached hereto and such additional items as may be included pursuant to Section 9.2(e).

“Permitted Uses” shall have the meaning set forth in Section 9.1.

“Person” shall mean an individual, partnership (limited or general), corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or any other entity, the United States, or a federal, state or political subdivision thereof or any agency or court of such state or subdivision.

“Planned Projects” shall have the meaning set forth in Section 11.2.

“Postseason Games” shall mean any game after the last regularly scheduled regular season game which is considered by MLB to be part of its playoff system for that Season leading to and including the World Series championship (as MLB may change such system from time to time).

“Project Environmental Costs” shall mean all costs and expenses incurred in connection with obtaining and renewing permits, environmental investigations and/or remediation at the Stadium Complex whether undertaken pursuant to Legal Requirements or as a result of the exercise of a good faith determination by either the District or the Team to obtain and renew any necessary permits or to pursue any such investigations and/or remediation.

“Property Taxes” shall have the meaning set forth in Section 6.1.

“Reciprocal Operating and Easement Agreement” shall mean the Amended and Restated Reciprocal Operating and Easement Agreement dated as of July 1, 2015 and recorded on January 11, 2016 with the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 10531386, by and among the Team, the District, the City of Milwaukee, the Redevelopment Authority of the City of Milwaukee and the RACM Transferees (as defined therein), as it may be amended from time to time.

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

“Restated Lease Agreement” shall have the meaning set forth in Recital “J”.

“Retractable Roof” shall mean the roof (including all moving mechanisms, mechanical systems and related equipment and parts, including, without limitation, five (5) movable roof panels and two (2) fixed roof panels including steel trusses, box chords, tension cables, roof membrane system, FAA lights, fall arrest cables, end wall panels, bulb seal system, four (4) outfield flap doors, track beam, rail system, ten (10) bogies, five (5) pivot bearings, roof control room #3520, and associated control and monitoring systems and any other appurtenances, materials or systems necessary for the roof’s designed and intended use, including the ability to open and close over American Family Field on demand (subject to designed safety measures).

“Retractable Roof Maintenance and Repairs” shall have the meaning set forth in Section 12.2(a) and in **Exhibit C** attached hereto and hereby made a part hereof.

“Sculptures” shall mean those certain sculptures of Henry Aaron, Robin Yount, Bud Selig, and Bob Uecker that were installed on foundations at the Stadium Complex, along with any other substantially similar sculptures erected subsequent to the date hereof.

“Season” shall mean a period of time commencing with the first day of March in any Lease Year and ending with the last Baseball Home Game (including any Postseason Games) played by the Team during such Lease Year at the Stadium Complex and shall include a partial Season (i.e., if not all Baseball Home Games are played in a Season due to Force Majeure, Labor Event, or an Untenantability Period). Seasons may sometimes be referred to herein by the calendar year in which they occur (e.g., “2024 Season”).

“Second Restated Lease Agreement” shall have the meaning set forth in Recital “K.”

“Segregated Reserve Account” shall mean the account (including any and all sub-accounts) created and maintained by the District in accordance with s. 229.687, Wis. Stats.

“Segregated Reserve Account Projects” shall mean, collectively, Planned Projects, Major Capital Repairs, Necessary Improvements, Emergency Capital Repairs, Discretionary District Improvements, and Retractable Roof Maintenance and Repairs undertaken and administered by the District, acting through the Facility Manager, pursuant to Section 13.2.

“Segregated Reserve Account Project Conditions” shall mean that (1) the Team has not caused or incurred a Major Monetary Default under this Lease that has not been cured prior to the expiration of any Notice and Cure Period at the time of the commencement of the subject Segregated Reserve Account Project; (2) the performance of the subject Segregated Reserve Account Project does not have an adverse effect on the tax-exempt (if applicable) status of the Stadium Revenue Bonds; and (3) the subject Segregated Reserve Account Project is not the result of Team Misuse.

“SGS Projects” shall have the meaning set forth in Section 11.3(f).

“Shared Ownership Agreement” shall have the meaning set forth in Recital “L”.

“Site” shall mean the lands leased and sub-licensed to the District pursuant to the Ground Lease and the 1998 Ground Lease as legally described on **Exhibit A** attached hereto and made a part hereof.

“Skyboxes” shall mean the private viewing boxes constructed as part of the Stadium Complex.

“Special Event” shall mean any event or period of use of the Stadium Complex other than Baseball Home Games or Baseball Uses that (a) the Team anticipates will be attended by 10,000 or more Persons; (b) has the potential to adversely affect or damage the structural integrity of the Stadium Complex; or (c) is of a character or nature materially dissimilar from events or periods of use historically conducted at the Stadium Complex. For purposes of clarification, (i) the types of events and periods of use identified in the non-exclusive definition of Team Uses and Events shall be among the types considered to have been historically conducted at the Stadium Complex; and (ii) ordinary occupancy and patronage of any Team Ancillary Development shall not constitute a Special Event.

“Stadium Complex” shall mean, collectively, the Site and the Stadium Project.

“Stadium Project” shall mean all improvements on the Site including, without limitation, American Family Field, Helfaer Field, the Tailgate Haus, the Included Infrastructure Improvements, private roadways, equipment, and all other improvements of every kind and nature situated on the Site other than the Site, the Excluded Infrastructure Improvements and any Individual Personal Property owned by the Team or the District.

“Stadium Revenue Bonds” shall mean those certain bonds (sold in one or more series) issued or that might be issued in the future by the District to finance a portion or all of the District’s contribution to the acquisition, planning, design and construction of the Stadium Complex, including, but not limited to, any refunding bonds.

“State” shall mean the State of Wisconsin.

“Team” shall have the meaning set forth in the initial paragraph hereof.

“Team Ancillary Development” shall mean ancillary structures and real estate projects that the Team, with District’s consent pursuant to Section 14.3, constructs or develops on the Site after January 1, 2024 without contribution from the Segregated Reserve Account and that are intended primarily for Baseball Use.

“Team Capital Needs Assessment” shall mean a facility condition analysis and capital needs assessment of the Stadium Complex commissioned and paid for by the Team for the purpose of determining the capital expenditures reasonably required for the District to perform its obligations under this Lease during the then remaining period of the Initial Term.

“Team Default” shall have the meaning set forth in Section 23.1.

“Team Deposits” shall have the meaning set forth in Section 8.1.

“Team Designee” shall mean Mike Brockman or such other individual as the Team shall later designate upon written notice to the Facility Manager provided in accordance with Article 28.

“Team Misuse” shall mean any: (a) use of the Stadium Complex by the Team that is not permitted pursuant to this Lease; (b) negligent or willful acts of the Team, its employees, agents, representatives and assigns; and/or (c) provided that prevention thereof is within the Team’s reasonable control, the negligent or willful acts of the Team’s patrons, licensees, guests and invitees; the result of which in any such event is to cause any damage to the Stadium Complex or any Component thereof the correction of which requires any Improvement, Maintenance, Major Capital Repair or any other expenditure of any nature whatsoever.

“Team Ownership Interest” shall have the meaning set forth in Section 3.1.

“Team Uses and Events” shall mean any and all utilization of the Stadium Complex by the Team, or sponsored or authorized by the Team, other than Baseball Home Games, Baseball Uses, Special Events, and ordinary occupancy and patronage of any Team Ancillary Development. By way of example, Team Uses and Events shall include, but not be limited to, rental or license of conference space for meetings, trade shows and seminars; rental or license of specialty spaces, such as the Northwestern Mutual Legends Club, J. Leinenkugel’s Barrel Yard, X-Golf at American Family Field, and the Aurora Health Care Bullpen for meetings and gatherings; wedding receptions; graduation ceremonies; charity events; tours of the Stadium Complex; rental or license of parking lots for charity events, car shows, vendor displays and events, parades, meetings or gatherings; corporate events in the stadium bowl, meeting rooms and parking lots; commercial and charitable races, walks or similar athletic competitions in all or a portion of the Stadium Complex; and events conducted at Helfaer Field. Any event or use of the Stadium Complex that satisfies the definition of “Special Event” shall not constitute a “Team Use and Event”.

“Teamwork Statuary” shall mean that certain bronze statuary installed on foundations constructed at the Stadium Complex that was donated to the District depicting two men and one woman as being symbolic of those working on the construction of the Stadium Complex.

“Term” shall have the meaning set forth in Section 4.1.

“Ticket Surcharge” shall mean the ticket surcharge created by the 2023 Acts and imposed by s. 229.682(12), Wis. Stats.

“Untenantability Period” means: with respect to the Stadium Complex, (i) the damage or destruction of the Stadium Complex, or any portion thereof, by fire or other casualty, (ii) any other Force Majeure Event or (iii) any period following the determination by MLB that the condition of the Stadium Complex is such that the MLB Rules and Regulations (consistently applied and without discrimination in application to the Club, the Team or the Stadium Complex) prohibit the playing of Baseball Home Games at the Stadium Complex, and Team delivers Notice to the District of such determination, which will include a copy of the applicable written communication from MLB regarding such determination.

1.3 **Accounting Terms**¶ Any accounting term used in this Lease shall have, unless otherwise specifically provided herein, the meaning customarily given in accordance with GAAP, and all financial computations hereunder shall be computed, unless otherwise specifically provided herein, in accordance with GAAP.

1.4 **Legal Description of Site**¶ The District and the Team hereby mutually agree that the legal description attached hereto and incorporated herein as **Exhibit A** is the true and correct legal description of the Site as of the date hereof.

1.5 **Permitted Exceptions**¶ The District and the Team hereby mutually agree that the Permitted Exceptions listed on **Exhibit D** are a true and correct list of the permitted exceptions to title of the Site as of the date hereof.

ARTICLE 2

LEASED PREMISES

2.1 **Third Amended and Restated American Family Field (f/k/a Miller Park) Lease Agreement**¶ The District and the Team hereby agree that they are entering into this Lease for the purpose of amending and restating in full those certain agreements between the parties hereto as set forth in the Second Restated Lease Agreement. The Second Restated Lease Agreement shall be deemed terminated and be of no further force or effect from and after the Effective Date of this Lease. Notwithstanding the foregoing, any dispute regarding the parties' respective obligations, liabilities, or remedies shall be resolved in accordance with the terms and conditions set forth in the Original Lease Agreement, the Restated Lease Agreement, or the Second Restated Lease Agreement, as the case may be, in effect as of the date of the event giving rise to the dispute.

2.2 **Leased Premises**¶ For the Rent and upon the agreements contained in this Lease, the District hereby (i) subleases (and sublicenses, to the extent applicable) the Site to the Team, and the Team hereby subleases (and sublicenses, to the extent applicable) the Site from the District, and (ii) the District hereby leases to the Team, and the Team hereby leases from the District, all of the District Ownership Interest in and to the Stadium Project.

ARTICLE 3

OWNERSHIP OF STADIUM PROJECT

3.1 **Ownership Interests**¶ It is acknowledged by the parties hereto that, as of December 31, 2023, the Team owned an undivided 38.07% interest in the Stadium Project (the "Team Ownership Interest"), and the District owned an undivided 61.93% in the Stadium Project (the "District Ownership Interest"). The parties agree that the foregoing percentages of Ownership Interests, as may be recalculated under the Shared Ownership Agreement from time-to-time, apply both during and subsequent to the Term of this Lease. The Team agrees that: (a) the Team Ownership Interest shall be held and owned by the Team subject to the terms and conditions of this Lease and the Shared Ownership Agreement; (b) all Rent and other payments required to be made by the Team hereunder shall be made solely to the District and shall constitute property of the District; and (c) the District, except as otherwise expressly set forth in this Lease or the Shared Ownership Agreement, shall have the right, at all times during the Term, and notwithstanding the Team Ownership Interest, to grant all consents and enforce any and all rights and interests of the District set forth in this Lease or the Shared Ownership Agreement, all such authority to act

hereunder being hereby irrevocably granted to the District by virtue of the full execution by all parties of this Lease and the Shared Ownership Agreement.

3.2 Intellectual Property Rights¶ The Team and the District agree that they are the owners of certain rights in and to the appearance of American Family Field and represent and warrant that no third party owns any right, title or interest in the appearance of American Family Field or any images of American Family Field except any images, designs or plans owned by third parties by virtue of the Architectural Works Copyright Protection Act 1990. The Team is publicly associated with American Family Field and wishes to incorporate images of American Family Field in trademarks, service marks, copyrights and other ways, including for a variety of goods and services.

(a) The District consents to the Team's use and registration of American Family Field Design Marks and agrees not to challenge the ownership of, oppose, cancel or otherwise contest efforts by the Team to directly or indirectly use, register, license, authorize or otherwise permit other parties to use the American Family Field Design Marks. Likewise, the Team recognizes that the District from time to time employs images of American Family Field in connection with its business operations including, but not limited to, on its letterhead, business cards and website. The Team agrees not to challenge, oppose, cancel or otherwise contest efforts by the District to use (or register) any image of American Family Field as its trademark or service mark for the services provided by the District.

(b) The parties' agreement as set forth in Section 3.2(a) above will terminate upon the expiration or termination of this Lease or upon, following a Team Default, the termination of the Team's right to possession without termination of this Lease. Except in connection with an assignment contemplated by Article 19 of this Lease, the parties' respective rights in Section 3.2(a) above shall not be assigned or otherwise transferred by either party without the prior written consent of the other party, and any attempted assignment without such written consent shall be null and void.

3.3 Teamwork Statuary¶ The District, without warranty or recourse, hereby: (i) assigns to the Team all of the rights, warranties and other benefits previously assigned to Habush, Habush, Davis & Rottier, S.C. ("**HHDR**") (and thereafter re-assigned to the District), pursuant to that certain Commission Agreement dated August 18, 2000, between Timeless Creations, Inc. and HHDR (the "Commission Agreement"); and (ii) grants to the Team all rights, title and interest in and to the Teamwork Statuary and all molds, models and any other material relating to or developed in connection with the Teamwork Statuary including, but not limited to, copyrights, trademarks, and any and all other rights of exploitation including the unlimited right to produce and sell reproductions and replicas of the Teamwork Statuary. In furtherance hereof, the District shall cooperate, at no cost to the District, with the Team with respect to the Team obtaining the molds utilized for the creation of the Teamwork Statuary.

3.4 Sculptures¶ The District, without warranty or recourse, hereby grants to the Team an irrevocable, non-exclusive and royalty-free license to produce and sell reproductions and replicas of the Sculptures. In furtherance hereof, the District shall cooperate, at no cost to the District, with the Team with respect to the Team obtaining the molds utilized for the creation of

the Sculptures. The Team hereby acknowledges that such reproduction rights are subject to any limitations and restrictions contained in the agreement between the artists (the “**Artists**”) who collectively are the seller of the Sculptures and the District (the “**Sculpture Agreement**”) and further acknowledges receipt of a copy of the Sculpture Agreement. In the event the Team elects to produce reproductions of the Sculptures, the Team shall provide the Artists with a reasonable opportunity to participate in the process provided that any such participation shall: (i) be at the sole expense of the Artists; (ii) not interfere with or in any manner delay the reproduction process selected by the Team; and (iii) be without compensation to the Artists except as may be expressly agreed upon and authorized by the Team in its sole discretion.

ARTICLE 4

TERM

4.1 **Term**¶ The initial term of this Lease (hereinafter referred to as the “**Initial Term**”) commenced on March 30, 2001 (the “**Commencement Date**”) and shall expire on December 31, 2050, being the last day of the fiftieth (50th) Lease Year (hereinafter, as the same may be sooner terminated or extended as provided in this Lease, referred to as the “**Expiration Date**”). Unless otherwise expressly provided herein, the “Term” shall mean the Initial Term and any Extension Terms as provided in Section 4.2.

4.2 **Extension Term**¶ Provided that this Lease is then in full force and effect and provided further that no Team Default shall have occurred and is continuing, the District hereby grants to the Team the option to extend the Initial Term of this Lease on, except as otherwise expressly provided in this Lease, the same terms, conditions and provisions as contained in this Lease, for one period of two (2) years after the expiration of the Initial Term (the “**Extension Term**”), which Extension Term shall commence on the day immediately following the last day of the Initial Term and end on the last day of the second Lease Year thereafter, to the extent applicable.

4.3 **Exercise of Option**¶ The Team’s option to extend the Initial Term of this Lease shall be exercisable by written notice from the Team to the District given no later than six (6) months prior to the expiration of the Initial Term of this Lease. If not so exercised, the Team’s option shall immediately expire.

ARTICLE 5

RENT

5.1 **Rent**¶ Subject to the adjustments hereinafter set forth, the Team shall pay an annual rent (hereinafter referred to as “Rent”) to the District for the District Ownership Interest during the Initial Term and any Extension Term in the amounts set forth on **Schedule 1** attached hereto. Rent shall be payable annually, in arrears, on or before November 30 of each Lease Year during the Term.

5.2 **Additional Payments**¶ In addition to Rent, the Team shall be responsible for the prompt payment to the District of all other sums due to the District from the Team pursuant to this

Lease (the “**Additional Payments**”). The Team and the District hereby acknowledge and agree that, notwithstanding the foregoing, the Team Deposits shall not be included in the definition of Additional Payments and shall not be considered as Rent paid by the Team under this Lease.

5.3 **Manner of Payment**¶ Rent and Additional Payments shall be paid in lawful money of the United States to the District at the office of the District, or as otherwise designated from time to time by written notice from the District to the Team.

5.4 **Conditions to the Team’s Obligation to Pay Rent**¶ The obligation of the Team to pay Rent to the District is subject to the condition that no District Default shall have occurred and is continuing at the time any portion of Rent is payable to the District.

5.5 **Abatement of Rent**¶ If the Team is unable to play Baseball Home Games at the Stadium Complex as a result of an event of Force Majeure or an Untenantability Period, any Rent due hereunder shall be abated for such period. For each Season in which an event of Force Majeure or Untenantability Period occurs, the abatement required under this Section 5.5 for the applicable period shall equal the percentage determined by dividing the number of Baseball Home Games that the Team was unable to play at the Stadium Complex during such Lease Year due to such Force Majeure Event or Untenantability Period by the number of Baseball Home Games scheduled to be played at the Stadium Complex during such Lease Year multiplied by the Rent payable for the Lease Year in which such Season was scheduled to occur. Notwithstanding the foregoing, Rent shall not be abated if the event of Force Majeure results from a player labor stoppage whether attributable to a player strike or a lockout by the Team or MLB.

ARTICLE 6

TAXES

6.1 **Exemption**¶ The District and the Team acknowledge that pursuant to Section 70.11(36) of the Wisconsin Statutes, the Stadium Complex is exempt from imposition of “Property Taxes.” As used herein, the term “**Property Taxes**” shall mean all real estate and personal property taxes and assessments that are levied against the Stadium Complex, or any Component thereof. The definition of the term Property Taxes shall include all general and special taxes levied by the City or any other political subdivision of the City or of the County or of the State, so long as such tax is based upon or measured by the valuation of the Stadium Complex, or any Component thereof. If, by reason of the exemption of the Stadium Complex, or any Component thereof from the assessment of Property Taxes or otherwise, there is imposed on the Team any tax in lieu of Property Taxes, such as a tax on the Team’s rights hereunder in the nature of a leasehold tax, such tax shall also be included in Property Taxes. If at any time during the Term the method of taxation then prevailing shall be altered so that any new tax or assessment shall be imposed in place of or partly in place of any Property Taxes, or contemplated increase therein, which tax or assessment shall be measured by or be based in whole or in part upon the value of the Stadium Complex or any Component thereof, such taxes or assessments, to the extent so measured or based, shall be included in Property Taxes. The District hereby agrees to pay when due all Property Taxes that are payable during the Term and to indemnify, defend and hold the Team harmless from and against all such Property Taxes.

6.2 **Other Taxes.**¶ As used herein, the term “**Other Taxes**” shall mean any or all of the following:

(a) Taxes promulgated after the date hereof that are applicable solely to the property or business of sports teams and/or entertainment events or facilities or admissions to sporting and/or entertainment events including, but not limited to, any amusement taxes, but excluding the Ticket Surcharge; and

(b) Taxes promulgated after the date hereof that are levied against the receipt of amounts received from licensees of Skyboxes in excess of the amount allocable to the face value of tickets provided to such Skybox licensees.

Except as expressly set forth below, the Team and the District hereby agree to pay when due, in proportion to their respective District Ownership Interest and Team Ownership Interest, all Other Taxes that are payable during the Term and to indemnify, defend and hold the other party harmless from and against their respective proportionate share of all such Other Taxes. In the event the Other Taxes described in Section 6.2(a) and (b) above are levied or targeted solely against the Team or the Stadium Complex, the District agrees to pay the same when due and to indemnify, defend and hold the Team harmless from such Other Taxes.

ARTICLE 7

DISTRICT CONTRACTING, FINANCIAL, AND REPORTING OBLIGATIONS

7.1 Facility Manager; Team Consent.

(a) During the Term, the District shall at all times, except during reasonable periods of vacancy caused by resignation, termination, or incapacity, employ or retain a Facility Manager. The Facility Manager shall have demonstrated experience and expertise in managing and operating professional sports facilities and venues similar to the Stadium Complex, including experience in the development, construction, improvement, repair and maintenance of such facilities. All costs and expenses of employing or retaining the Facility Manager, including employee benefits, shall be paid by the District.

(b) The District shall in good faith reasonably consider and evaluate any individual or firm recommended by the Team in writing to serve as Facility Manager. If the District does not accept any recommendation of the Team, the District shall promptly provide the Team with a written explanation of its decision.

(c) The District shall not (a) retain a Facility Manager; (b) materially change the terms and conditions of the Facility Manager’s retention or the responsibilities of the Facility Manager; or (c) terminate the Facility Manager without the consent of the Team, which consent shall not be unreasonably withheld, conditioned, or delayed. For the avoidance of doubt, the Team’s refusal to consent in circumstances in which the Facility Manager has materially breached the agreement pursuant to which it was retained by the District or circumstances that would constitute “good cause” for termination of an employee under prevailing employment law standards shall be deemed unreasonable. The

District shall provide the Team with not less than fifteen (15) days written notice of its intent to retain, materially change the terms and conditions of retention or responsibilities of, or terminate the Facility Manager unless exigent circumstances require a shorter period in which case the District shall provide as much advance notice to the Team as is practical under the circumstances. The Team shall be deemed to consent to such action unless it provides the District with written notice that the Team does not consent to such action within five (5) business days of receipt of the District's notice, unless the District reasonably requires that the Team indicate its consent or non-consent within a shorter time as a result of exigent circumstances.

7.2 Certain Contracts¶

(a) **Team Consent.** Without the consent of the Team, which consent shall not be unreasonably withheld, conditioned, or delayed, the District shall not enter into any contract or other binding agreement with respect to any goods, Components, materials, or services in connection with the development, construction, improvement, repair, or maintenance of the Stadium Complex that (a) requires payment by the District in excess of \$200,000 or (b) imposes liquidated, delay or similar damages on the District's counter-party for failure to meet contractual deadlines. The District shall provide the Team with reasonable advance notice of its intent to enter into such contract or other binding agreement and shall, at the Team's reasonable request, provide a copy or summary of such contract or binding agreement for the Team's review and comment. The Team shall be deemed to consent to such contract or other binding agreement unless it provides the District with written notice that the Team does not consent within ten (10) business days after receipt of the District's notice.

(b) **Team As Third-Party Beneficiary; Allocation of Remedies.** With respect to any contract or other binding agreement for goods, Components, materials, or services in connection with the development, construction, improvement, repair, or maintenance of the Stadium Complex that (a) requires payment by the District in excess of \$200,000 or (b) imposes liquidated, delay or similar damages on the District's counter-party for failure to meet contractual deadlines, the District shall cause the Team to be named as an express third-party beneficiary of the contract. In the event of a breach of such contract by the District's counter-party, the District shall promptly remit or assign to the Team all damages, liquidated damages, delay damages, or other remedies received from or owed by such counter-party, in excess of out-of-pocket damages incurred by the District as a result of such breach.

7.3 Segregated Reserve Account; District Deposits.

(a) The District has established and shall maintain the Segregated Reserve Account with a bank or financial institution reasonably acceptable to the Team. The District shall cause all amounts deposited in the Segregated Reserve Account to be invested from time to time in accordance with the 2023 Acts and in a manner that anticipates disbursements required by the Ballpark Project Plan. The District shall maintain at all times an emergency reserve of cash or other readily available funds in an amount of not less than Five Million and 00/100 Dollars (\$5,000,000.00) (the "**Emergency Reserve**");

provided, however, that if the District is required to use all or a portion of the Emergency Reserve in order to perform its obligations under Section 13.2 of this Lease, the District shall have a reasonable time to replenish the Emergency Reserve. All interest and income earned by the District through the investment of funds deposited into the Segregated Reserve Account shall be credited to the Segregated Reserve Account and no other account of the District.

(b) The District shall deposit into the Segregated Reserve Account all funds required by the 2023 Acts to be deposited into the Segregated Reserve Account promptly upon receipt.

(c) On or before the last business day of each Lease Year between 2024 and 2039, the District shall (without demand and without the right of offset or abatement except as expressly provided herein) deposit the additional amount of Two Million Two Hundred Thousand and 00/100 Dollars (\$2,200,000.00) into the Segregated Reserve Account (the “**District Deposits**”). The obligation of the District to make the District Deposits shall be subject to the conditions that the Team shall have made (i) all payments of Rent as and to the extent required under this Lease; and (ii) the Team Deposits as and to the extent required under this Lease. The District and the Team hereby acknowledge and agree that the District made the District Deposit for the 2024 Lease Year prior to the Effective Date of this Lease.

(d) Not later than the last business day of each month during the Term, the District shall provide the Team Designee with copies of statements received by the District for all accounts or sub-accounts in which funds constituting the Segregated Reserve Account are deposited or invested from the relevant financial institution(s) or other depositories for the immediately preceding month. Not later than the last business day of each month during the Term, the District shall provide the Team Designee with a monthly statement or report reflecting the beginning and ending balances of, and all activity in, the Segregated Reserve Account during the immediately preceding month. In addition, the District shall, upon written request of the Team, provide to the Team Designee more frequent written updates as to the account status and balance of the Segregated Reserve Account not later than fifteen (15) days after the Team’s written request.

7.4 District Operating Account¶ The District shall maintain an operating account for the purposes of funding the District’s annual operating expenses (the “District Operating Account”).

(a) The District shall deposit to the District Operating Account (i) any amounts required by the 2023 Acts; (ii) not less than ONE MILLION TWO HUNDRED EIGHT THOUSAND FOUR HUNDRED ONE and 00/100 Dollars (\$1,208,401.00) of Rent paid by the Team in each Lease Year; and (iii) on or prior to the last business day of each Lease Year between 2024 and 2039, not less than the amounts set forth on **Schedule 3**.

(b) Not later than the last business day of each month during the Term, the District shall provide the Team Designee with copies of statements received by the District for all such accounts or sub-accounts in which funds constituting the District Operating

Account are maintained from the relevant financial institution(s) or other depositories for the immediately preceding month. Not later than the last business day of each month during the Term, the District shall provide the Team Designee with a monthly statement or report reflecting the beginning and ending balances of, and activity in, the District Operating Account during the immediately preceding month. In addition, the District shall, upon written request of the Team, provide to the Team Designee more frequent written updates as to the account status and balance of the District Operating Account not later than fifteen (15) days after the Team's written request.

7.5 Other District Accounts.¶ Not later than the last business day of each month during the Term, to the extent that the District maintains, at any time during the Term, accounts other than the Segregated Reserve Account and the District Operating Account, the District shall provide the Team Designee with copies of statements received by the District for all such accounts or sub-accounts in which funds are invested or deposited from the relevant financial institution(s) or other depositories for the immediately preceding month. Not later than the last business day of each month during the Term, the District shall provide the Team Designee with a monthly statement or report reflecting the beginning and ending balances of, and activity in, each such account during the immediately preceding month. In addition, the District shall, upon written request of the Team, provide to the Team Designee more frequent written updates as to the account status and balance of the any such District accounts not later than fifteen (15) days after the Team's written request.

7.6 Periodic and Annual Financial Statements and Reporting.¶ Within five (5) business days of issuance, the District shall provide the Team Designee with copies of (a) the District's annual budget; (b) the District's annual financial statements; (c) any monthly, quarterly, or other periodic financial statements prepared by or for the District; and (d) any annual report or other summary of the operations and finances of the District.

7.7 State Reporting.¶ To the extent that the Act, the 2023 Acts, or any subsequent statute, rule or other authority requires the District to report to the State (or any agency or instrumentality of the State, including the Legislative Audit Bureau) with respect to its operations or finances, the District shall provide copies of any such reports to the Team Designee within five (5) business days of transmittal to the State.

ARTICLE 8

TEAM CONTRACTING, FINANCIAL, AND REPORTING OBLIGATIONS

8.1 Team Deposits to Segregated Reserve Account.¶ Commencing in 2024, on or before the last business day of each Lease Year during the Initial Term (without demand and without the right of offset or abatement except as expressly provided herein), the Team shall pay or cause to be paid to the District the amount of Two Million One Hundred Fifty-One Thousand Eight Hundred Fifty-Two and 00/100 Dollars (\$2,151,852.00), which the District shall immediately deposit into the Segregated Reserve Account (the "**Team Deposits**"). The obligation of the Team to make the Team Deposits shall be subject to the condition that the District shall have made all of the deposits required by Section 7.3. The District and the Team hereby acknowledge and agree that the Team made a Team Deposit in the amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for the 2024 Lease Year prior to the Effective Date of this Lease.

8.2 Team Investment Obligation; Reporting.

(a) Between January 1, 2024 and the end of the Initial Term, the Team, or one or more third-parties (other than the District) for the benefit and on behalf of the Team, shall fund not less than Fifty Million and 00/100 Dollars (\$50,000,000.00) in projects or expenditures with respect to the development, construction, improvement, repair, and Maintenance of the Stadium Complex (the “**New Team Investment**”), of which Twenty-Five Million and 00/100 Dollars (\$25,000,000.00) shall be expended not later than December 31, 2036. For the avoidance of doubt, expenditures by or on behalf of the Team in connection with Discretionary Team Projects and the performance of the Team’s obligations pursuant to Sections 12.1 and 13.2(f) shall qualify for purposes of calculating the amount of the New Team Investment.

(b) Not later than the last business day of each January during the Initial Term, and the last business day of January 2051, the Team shall provide a written report to the District that describes and identifies the expenditures by or on behalf of the Team with respect to New Team Investment in the immediately preceding Lease Year. Once the Team has reported aggregate expenditures for New Team Investment equal to Fifty Million and 00/100 Dollars (\$50,000,000.00), it shall no longer be required to report pursuant to this Section 8.2(b).

8.3 Capital Needs Assessment¶ The Team shall, at its sole expense, commission a Capital Needs Assessment to be completed in 2043. The Capital Needs Assessment shall be conducted by a person or entity experienced in performing condition analyses and capital needs assessments for Major League Baseball stadiums and, subject to such qualifications, shall be selected by the Team in its sole discretion. The Facility Manager shall cooperate with the Team and provide all information and records reasonably requested by the Team in connection with preparation of each Capital Needs Assessment to the extent that such information and records are within the Facility’s Manager’s possession, custody, or control. Upon completion, the Team shall provide copies of each Capital Needs Assessment to the Facility Manager.

8.4 Annual Youth Sports Donation¶ Beginning in 2024, in each Lease Year during the Initial Term, the Team (including its affiliate, Brewers Community Foundation) shall contribute, whether in cash or equipment, not less than Forty Thousand and 00/100 Dollars (\$40,000.00) to youth sports organizations within the County of Milwaukee for the purchase of equipment or the acquisition, rental, or maintenance of athletic facilities for use by such organizations.

8.5 Statewide Discount Days¶ Beginning in 2024, in each Lease Year during the Initial Term, the Team shall offer discounted admission tickets to residents of the State of Wisconsin to one Baseball Home Game in each of April, May, June, July, August, and September.

8.6 Ticket Surcharge¶ During the Term, the Team shall require the sponsor of any event to impose, collect, and remit to the District the Ticket Surcharge when and as required by s. 229.682(12)(a), Wis. Stats., as reflected in **Schedule 4**. The District shall promptly deposit all such amounts to the Segregated Reserve Account Fund. The Team shall indemnify the District against

all claims, liabilities, damages, losses, penalties, costs and expenses incurred by the District by reason of the Team's failure to comply with this Section 8.6.

ARTICLE 9

USE OF STADIUM COMPLEX

9.1 **Team's Use.** Commencing on the Commencement Date and continuing for the balance of the Term, the Team and its employees, agents, contractors, guests, invitees, licensees, concessionaires and subtenants, if any, shall be entitled to the exclusive possession and use of the Stadium Complex (and as further defined in any agreement between the Team and any of the foregoing parties) for any legally permissible use, subject to the restrictions set forth in Section 9.2 and in strict compliance with all Legal Requirements and all MLB Rules and Regulations ("**Permitted Uses**"). For the avoidance of doubt, Permitted Uses shall include, but not be limited to:

- (a) Baseball Use;
- (b) Team Uses and Events;
- (c) Subject to Section 14.2 of this Lease, Team Ancillary Development;
- (d) Operating the Team's general office and utilizing or causing to be utilized reasonable and necessary office space in connection with the operation of the Stadium Complex;
- (e) Selling food and alcoholic and non-alcoholic beverages, souvenirs and other items normally considered Concessions in sports and entertainment facilities;
- (f) Selling space in the Stadium Complex for advertising of all kinds in connection with the Team's exclusive use of the Stadium Complex; and
- (g) Conducting Special Events, subject to the following:
 - (i) The Team shall notify the District as soon as reasonably practicable, but in no event less than five (5) business days in advance of each Special Event;
 - (ii) Each Special Event shall be held pursuant to the terms and conditions of an Occupancy License Agreement or such other written agreement containing terms and conditions substantially similar to an Occupancy License Agreement;
 - (iii) The Team shall not materially revise the form of Occupancy License Agreement set forth in **Exhibit E** without the prior written consent of the Facility Manager, which consent shall not be unreasonably withheld, conditioned or delayed. For purposes of this Lease, the term "materially revised" shall mean revisions that are less restrictive to a licensee/promoter than those set forth in **Exhibit E** with respect to the requirements for indemnity and insurance; it being

intended hereby that, with respect to the remaining terms of such Occupancy License Agreement, the Team shall have the right to revise the same or use different forms of license or agreement from time to time upon commercially reasonable terms without the consent of the Facility Manager;

(iv) No Special Event shall increase the District's obligations under the Lease or the Other Stadium Agreements, financial or otherwise;

(v) No Special Event shall result in material damage to or adversely affect the structural integrity of the Stadium Complex or other Components and systems of the Stadium Complex. If requested by the District, the Team will provide an opinion of a structural engineer to confirm that such Special Event will not result in material damage to or adversely affect the structural integrity of the Stadium Complex prior to the conduct of the Special Event;

(vi) The Team shall permit the District to observe assembly, construction or erecting operations, if any, in connection with any Special Event upon the District's reasonable request; and

(vii) The Team shall work cooperatively with the District with respect to such Special Event and shall provide the District with such information as the District may reasonably request, including an opportunity to review a copy of the Occupancy License Agreement for such Special Event at the Team's offices; provided, however, that (i) the Team may redact any confidential or proprietary information before providing such agreement to the District, and (ii) the District shall keep confidential and, except as required by law, shall not make any public disclosure concerning the existence subject matter, terms or conditions of the Occupancy License Agreement.

9.2 Limitations Upon the Team's Use. Notwithstanding anything herein to the contrary, the Team's right to exclusive possession and use of the Stadium Complex shall be subject to the following limitations:

(a) The District shall be entitled, without payment of rent or utilities (other than internet and wireless services), to the exclusive use and possession of the District Office Space, and shall be entitled to unrestricted access to the District Office Space at all times through designated access areas. Except as set forth in Section 18.1(a), the District shall be responsible for the cost of any repairs or other charges that may be incurred in connection with the District Office Space.

(b) The Team shall not make, cause or authorize any Maintenance, Emergency Capital Repairs, Discretionary Team Projects, Team Ancillary Development, or other use of the Stadium Complex that:

(i) Interfere with the safe, normal and satisfactory use, operation and maintenance of the Stadium Complex;

- (ii) Create safety hazards;
 - (iii) Adversely affect the value of the Stadium Complex;
 - (iv) Adversely affect the Team's ability to fulfill its obligations to the District or any other party thereto under this Lease or the Other Stadium Agreements;
 - (v) Cause the District to violate its tax covenants in respect of the Stadium Revenue Bonds, or adversely affect the tax-exempt (if applicable) status of the Stadium Revenue Bonds.
- (c) The Team shall not use or operate the Stadium Complex in violation of any Legal Requirements or in violation of any MLB Rules and Regulations.
- (d) The Team shall not commit, and shall use its best efforts to not allow any other Person to commit, any waste with respect to the Stadium Complex, and the Team shall not create or allow a nuisance on the Stadium Complex.
- (e) The Team shall not use or operate the Stadium Complex in violation of the Permitted Exceptions. The District and the Team each hereby acknowledge and agree that additional restrictions or items may be added as Permitted Exceptions from time to time after the date hereof upon the mutual agreement of the District and the Team.
- (f) The Team shall not use or operate the Stadium Complex in any manner that is illegal, constitutes a public or private nuisance, is reasonably determined to present an unreasonable and imminent threat of grave bodily harm to persons frequenting the Stadium Complex, provides or features nude or topless entertainment or waitstaff, sells or exhibits obscenity, distributes, displays or offers for sale paraphernalia commonly used for the use or ingestion of illegal drugs, or is otherwise fundamentally inconsistent with the morals and standards of the State of Wisconsin.

9.3 **Disclaimed Revenues**¶ Unless otherwise expressly provided for herein, the District disclaims all revenues generated by the operations of the Team or derived from the ownership of the Club, as well as from the Team's use and operation of the Stadium Complex.

ARTICLE 10

MANAGEMENT OF STADIUM COMPLEX

10.1 **Management**¶ Subject to Section 10.2, commencing on the Commencement Date and during the balance of the Term, the Team shall be exclusively responsible for the management and operation of the Stadium Complex (in addition to its operation of the Team's business), including, but not limited to, the following rights, responsibilities, and obligations:

- (a) Employing, at the Team's expense, all day-of-game, seasonal and year-round personnel including, without limitation, all security, crowd control, maintenance,

cleaning, landscaping and other personnel or independent contractors reasonably required for the operation and Maintenance of the Stadium Complex;

(b) Acquiring and maintaining all insurance required to be carried by the Team pursuant to Article 26; and

(c) Performing all Maintenance of the Stadium Complex in accordance with Section 12.1.

10.2 Retractable Roof Operations.¶ The Team shall operate the Retractable Roof and shall reasonably cooperate with the District to perform all roof moves required in connection with any Retractable Roof Maintenance and Repairs, Segregated Reserve Account Projects, and other obligations of the District under this Lease that require moving the Retractable Roof. In conjunction with roof moves, the Team shall provide one roof operations supervisor and a minimum of four personnel reasonably acceptable to the District, including a roof operator in the control room and roof observers on the pivot platform, the track beam, and/or in a location or locations reasonably deemed necessary by the roof operations supervisor. On or before December 31 of each Lease Year, the District shall pay to the Team the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00) from the Segregated Reserve Account to reimburse the Team for the cost of the roof operations supervisor.

10.3 Utilities and Services.¶ During the Term, the Team shall be responsible for paying when due the cost of all utility services (but not installation) necessary for the operation of the Stadium Complex, including, but not limited to, fuel, water, sewerage, storm water management fees, and electricity, assessed, levied or charged by any governmental body or the utility providing such service.

10.4 Traffic Control; Stadium Complex Security.¶ During the Term, the Team shall be responsible for the cost and expense of providing sufficient staffing of personnel to control traffic at the Stadium Complex parking lot entrance areas before, during and after all Baseball Home Games, Team Uses and Events and Special Events at the Stadium Complex. With respect to security at or in the Stadium Complex, it is expressly understood and agreed that the Team shall have the right and obligation to determine and provide the appropriate levels of security at the Stadium Complex in the Team's reasonable and prudent business judgment and in accordance with MLB Rules and Regulations.

10.5 Helfaer Field.¶ Unless prohibited by agreements other than this Lease, at any time during the Term, upon not less than thirty (30) days' prior written notice to the District, the Team may (i) change or otherwise amend in any manner the name of Helfaer Field, and/or (ii) relocate Helfaer Field to another location within the Stadium Complex. Notwithstanding the foregoing, any relocation of Helfaer Field shall be considered a Discretionary Team Project subject to the requirements and conditions set forth in Article 14.

ARTICLE 11

BALLPARK PROJECT PLAN AND JOINT MAINTENANCE PLANNING

11.1 **Ballpark Project Plan.** The initial Ballpark Project Plan shall consist of Exhibit G, in the form attached to and incorporated into this Lease on the Effective Date.

(a) **Ballpark Project Plan After 2034; Joint Capital Needs Assessment.**

(i) The Team and the District shall jointly commission the Joint Capital Needs Assessment for completion not later than December 31, 2034. The Team and the District shall share the cost of the Joint Capital Needs Assessment and all associated expenses equally.

(ii) The individual or entity commissioned jointly by the District and the Team to conduct the Joint Capital Needs Assessment (the “Capital Needs Consultant”) shall be mutually acceptable to the Team and the District and shall have demonstrated experience and expertise in evaluating and assessing the need for capital repairs and improvements in Major League Baseball stadiums or comparable professional sports or entertainment venues.

(iii) The Team and the Facility Manager shall meet not later than June 30, 2031 to begin the process of identifying a mutually acceptable Capital Needs Consultant, shall meet or communicate in good faith as reasonably necessary thereafter, and shall retain the Capital Needs Consultant not later than December 31, 2032.

(iv) The Joint Capital Needs Assessment shall identify the capital expenditures required for the District to perform its obligations under this Lease during the then-remaining period of the Initial Term. The District and the Team shall require the Capital Needs Consultant to retain, consult, and incorporate the findings of such third-party subject matter experts and consultants as are reasonably necessary to assess all infrastructure, components, systems, structures, and other material aspects of the Stadium Complex, including but not limited to, the categories addressed in Exhibit G: Architecture & Interiors, Mechanical, Electrical, Plumbing & Fire Protection, Structure, Technology, Vertical Transportation, Roofs, Concessions Infrastructure, and the other “Miscellaneous” items addressed in the form of Exhibit G incorporated into this Lease as of the Effective Date.

(v) The Joint Capital Needs Assessment shall expressly and individually evaluate the necessity, scope and timing of all Planned Projects identified in the then-current Ballpark Project Plan and shall apply the requirements and standards set forth in this Lease, including, but not limited to, the District’s obligations with respect to Major Capital Repairs, Necessary Improvements, Retractable Roof Maintenance and Repairs, and Discretionary District Improvements. If the Joint Capital Needs Assessment recommends the removal of

any Planned Project from the Ballpark Project Plan, the Capital Needs Consultant shall provide a detailed analysis and description of all bases for such recommendation.

(vi) Upon completion of the Joint Capital Needs Assessment, the Team and the Facility Manager shall cooperate in good faith to update and revise the Ballpark Project Plan as may be necessary to incorporate the Joint Capital Needs Assessment into the Ballpark Project Plan. Any dispute between the Facility Manager and the Team with respect to such update and revision of the Ballpark Project Plan, including any dispute with respect to a recommendation that a Planned Project be removed from the Ballpark Project Plan, that remains unresolved sixty (60) days after receipt by the Team and the Facility Manager of the Joint Capital Needs Assessment, shall be resolved through the arbitration procedure set forth in Section 33.15(b).

(b) **Ballpark Project Plan After 2040; Team Capital Needs Assessment.** As part of the annual evaluation and modification process required by Section 11.3, the Facility Manager and the Team shall identify, taking into account the Joint Capital Needs Assessment, the Planned Projects, Major Capital Repairs, Necessary Improvements, Retractable Roof Maintenance and Repairs, and Discretionary District Improvements to be performed by the District and, subject to Section 13.3, funded through the Segregated Reserve Account after 2040 through the end of the Initial Term. To assist in that process, the Team shall commission and have completed a Capital Needs Assessment in 2043 and promptly provide a copy of such Capital Needs Assessment to the Facility Manager. The District may commission and have completed at its own expense reports with respect to the capital needs of the Stadium Complex and shall promptly provide a copy to the Team Designee. With respect to any unresolved disputes between the Facility Manager and the Team with respect to the Ballpark Project Plan after 2040, the Facility Manager and the Team shall resolve such disputes through the arbitration procedure set forth in Section 33.15(b).

11.2 Effect of Ballpark Project Plan. All capital projects, improvements, and repairs identified in the Ballpark Project Plan (“**Planned Projects**”) shall qualify as Segregated Reserve Account Projects and, absent the written agreement of the Team and the Facility Manager, or the contrary determination of an arbitrator pursuant to Section 33.15(b), shall be performed by the District and funded through the Segregated Reserve Account in the Lease Year(s) specified in the Ballpark Project Plan. For the avoidance of doubt, the “Estimated Cost” identified in the Ballpark Project Plan of any Planned Project represents the parties’ good faith cost estimate as of the time such Planned Project is included or updated in the Ballpark Project Plan and shall not limit the scope of such Planned Project or impose a monetary floor or cap on the District’s obligation to perform such Planned Project or to fund such Planned Project through the Segregated Reserve Account. Increases or decreases from the “Estimated Cost” identified in the Ballpark Project Plan for any Planned Project shall not be grounds for removal of such Planned Project from the Ballpark Project Plan.

11.3 Annual Evaluation and Modification of Ballpark Project Plan. In addition to the Joint Capital Needs Assessment and the Team Capital Needs Assessment, the Facility Manager

and the Team shall evaluate the sufficiency and desirability of the Ballpark Project Plan annually in accordance with the following procedures (and such additional procedures as to which the Facility Manager and the Team may agree):

(a) On or about April 30 of each Lease Year, the Facility Manager and the Team shall exchange in writing any proposed modifications to the Ballpark Project Plan describing the reasons for the proposed modifications and providing a reasonable estimate of the cost impact of each proposed modification. Proposed modifications may include changes to the scope or timing of Planned Projects and the addition of projects to effectuate Major Capital Repairs, Necessary Improvements, Retractable Roof Maintenance and Repairs, or Discretionary District Improvements to be performed by the District and funded through the Segregated Reserve Account.

(b) On or about June 1 of each Lease Year, the Facility Manager and the Team shall meet to discuss and evaluate the proposed modifications to the Ballpark Project Plan. The Facility Manager and the Team shall work cooperatively and in good faith, including conducting such additional meetings as may be reasonable and appropriate, to agree with respect to any proposed modifications to the Ballpark Project Plan. Notwithstanding the foregoing, except to the extent provided in the Joint Capital Needs Assessment, no Planned Project may be removed from the Ballpark Project Plan without the Team's consent, which consent may be given or withheld in the Team's sole and absolute discretion.

(c) Not later than September 30 of each Lease Year, the Facility Manager and Team shall finalize the list of Planned Projects to be commenced or performed in the next Lease Year and funded through the Segregated Reserve Account. All modifications to the scope or timing of any Planned Project on which the Facility Manager and the Team agree shall be incorporated into the Ballpark Project Plan, which shall replace **Exhibit G** of this Lease (and any previously updated Ballpark Project Plan). For the avoidance of doubt, the Ballpark Project Plan and subsequent iterations of **Exhibit G** may be maintained in a database or any other electronic form to which the Facility Manager and the Team consent.

(d) Upon finalization of the list of Planned Projects to be commenced or performed in the next Lease Year and funded through the Segregated Reserve Account, the Facility Manager shall promptly solicit bids, including all bids required by s. 229.68(4)(d), Wis. Stats., for each such Planned Project.

(e) Notwithstanding anything else in this Section 11.3, the District shall in good faith consider any Major Capital Repair or Necessary Improvement proposed by the Team outside of the annual evaluation and modification process set forth herein as long as the Team provides the District with not less than one hundred and twenty (120) days' notice of such proposal.

(f) Notwithstanding anything else in this Lease, the District shall fund from the Segregated Reserve Account not less than the estimated amounts set forth in the Ballpark Project Plan on the Effective Date with respect to the line items designated "Social Gathering Space" or "SGS" projects (collectively, "**SGS Projects**"), and any arbitrator(s) appointed under this Lease shall have no authority to (i) reduce the aggregate amount to be

funded from the Segregated Reserve Account with respect to SGS Projects; or (ii) extend the time for the District to complete all SGS Projects beyond the 2030 Lease Year. Further, such line items may not be modified by the Joint Capital Needs Assessment.

(g) With respect to any proposed modifications to the Ballpark Project Plan, including proposed modifications to the scope or timing of any Planned Project, about which the Facility Manager and the Team are unable to agree, the Facility Manager and the Team shall resolve such dispute through the procedure set forth in Section 33.15(b); provided, however, that (x) unless such removal is recommended in the Joint Capital Needs Assessment, the Team's refusal to consent to removal of a Planned Project from the Ballpark Project Plan shall not be subject to dispute resolution under Section 33.15(b); and (y) any arbitrator(s) appointed under the Lease shall have no authority to consider the Available Reserve Account Funds in resolving any dispute with respect to the scope, timing, or removal (if recommended by the Joint Capital Needs Assessment) of any Planned Project.

(h) The Team shall provide the Facility Manager with notice of any Labor Event not less than three (3) days after such Labor Event commences and shall meet promptly and in good faith with the Facility Manager to identify and discuss any impact on the Ballpark Project Plan caused by any delay in the payment of Rent or Team Deposits pursuant to Section 23.1(h) and to make such adjustments to the Ballpark Project Plan that may be reasonably necessary as a result of such delay in payment.

11.4 Joint Maintenance Assessment. Not less than once each calendar quarter, the Facility Manager and the Team shall meet to identify and develop an action plan for Maintenance of the Stadium Complex. Not later than thirty (30) days before the first day of each Lease Year, the Facility Manager and the Team shall complete an assessment of the Stadium Complex ("**Maintenance Assessment**"). The Maintenance Assessment shall: (a) review and address the Maintenance standards and procedures employed by the Team during such Lease Year, and identify any changes that may be necessary or appropriate in order to avoid or defer future Major Capital Repairs; (b) identify additional routine Maintenance processes or procedures that may be necessary or appropriate; and (c) compile a list of potential Major Capital Repairs to be conducted in such Lease Year or incorporated into the Ballpark Project Plan.

ARTICLE 12

STADIUM COMPLEX MAINTENANCE; RETRACTABLE ROOF MAINTENANCE AND REPAIRS

12.1 Maintenance Obligations of the Team.

(a) The Team shall, at its sole cost and expense, except for maintenance and repair associated with the Teamwork Statuary, which shall be paid from the Segregated Reserve Account in accordance with Section 13.1(a)(iii), and subject to Section 12.2 related to Retractable Roof Maintenance and Repairs, make and perform any and all Maintenance on the Stadium Complex and shall make and maintain records of all such Maintenance. Such Maintenance and recordkeeping shall be performed in accordance with

the provisions of **Exhibit B** attached hereto and made a part hereof and the provisions of this Article 12.

(b) During the Term, the Team shall, at its sole cost and expense, repair and replace and keep in good order, condition, and repair, the Access Roads and all facilities, bridges and structures located in or forming part of the Access Roads. The Team's obligations to the District hereunder shall not be affected by the obligations of any other person to perform certain maintenance of the Access Roads.

12.2 District's Obligation for Retractable Roof Maintenance and Repairs.

(a) Subject to the provisions of Section 12.2(b), the District shall be exclusively responsible for maintaining and keeping the Retractable Roof in a safe and operable condition, which shall include ensuring that the Retractable Roof can open and close in accordance with its specifications and design, and making and performing all Retractable Roof Maintenance and Repairs in accordance with the provisions of **Exhibit C** attached hereto and hereby made a part hereof and the provisions of this Article 12.

(b) The obligation of the District to undertake Retractable Roof Maintenance and Repairs is subject, in each and every case, to all of the following conditions:

(i) The Team has not caused or incurred a Major Monetary Default under this Lease that has not been cured prior to the expiration of any Notice and Cure Period at the time of the commencement of any Retractable Roof Maintenance and Repairs;

(ii) Such Retractable Roof Maintenance and Repairs are set forth in the Ballpark Project Plan for the applicable Lease Year, constitute an Emergency Capital Repair, or are required to satisfy any Legal Requirements, MLB Rules and Regulations applicable to the Stadium Complex, or the requirements of **Exhibit C**;

(iii) The performance of such Retractable Roof Maintenance and Repairs does not have an adverse effect on the tax-exempt (if applicable) status of the Stadium Revenue Bonds; and

(iv) Such Retractable Roof Maintenance and Repairs are not the result of Team Misuse. In the event and to the extent any Retractable Roof Maintenance and Repairs are necessary due to Team Misuse, the District shall undertake, administer and oversee the completion of such Retractable Roof Maintenance and Repairs and, subject to the right of the Team to recover and utilize any available insurance proceeds, the Team shall be responsible for that portion of the cost of such Retractable Roof Maintenance and Repairs attributable to Team Misuse or the Team's failure to comply with its Maintenance obligations, including, without limitation, the applicable portion of the reasonable costs and expenses, including reasonable attorneys' fees, that are incurred by the District in connection with its undertaking, administration and oversight of such Retractable Roof Maintenance and Repairs.

(c) Nothing in this Section is intended to or shall prejudice or affect the rights of either the Team or the District to recover insurance proceeds under applicable policies for damage to the Retractable Roof or any required Retractable Roof Maintenance and Repairs. As described in Section 26.2(c), it is the intent of the District and the Team that both are insureds and thus protected under the property-all risk coverage required by Section 26.2(c), and nothing in this provision alters that intent or diminishes the rights of either the Team or the District under applicable policies. The District and the Team agree to provide reasonable assistance and cooperation with one another or their insurers as may be necessary to collect available insurance.

ARTICLE 13

SEGREGATED RESERVE ACCOUNT; SEGREGATED RESERVE ACCOUNT PROJECTS

13.1 Disbursements From Segregated Reserve Account.

(a) Except to the extent provided in Section 13.3, the District shall disburse funds from the Segregated Reserve Account as follows:

(i) To pay all reasonable costs and expenses properly paid or incurred by the District in connection with any Segregated Reserve Account Project including, without limitation: (1) preliminary planning and engineering of proposed Segregated Reserve Account Projects; (2) the costs of performing Segregated Reserve Account Projects; and (3) administrative and oversight costs and expenses in connection with Segregated Reserve Account Projects, including reasonable management or project fees assessed by the Facility Manager in connection with a Segregated Reserve Account Project.

(ii) To pay all reasonable costs and expenses properly paid or incurred by the District in connection with: (1) document maintenance and updating record drawings of the Stadium Complex; and (2) environmental monitoring, management and performance of compliance activities and other undertakings associated with Project Environmental Costs.

(iii) To reimburse the Team for payment of the actual costs reasonably paid or incurred by the Team for (1) maintenance and repair of the Teamwork Statuary and (2) any Emergency Capital Repairs performed by the Team in conformance with Section 13.2(d)(ii).

(iv) Annually, to reimburse the Team for the cost of the roof operations supervisor pursuant to Section 10.2.

(v) Beginning on January 1, 2031, to pay annual insurance premiums with respect to the Stadium Complex solely to the extent that the District Board determines, and the Facility Manager provides sufficient evidence to the Team, that

funds held by the District in accounts other than the Segregated Reserve Account are insufficient to pay the District's share of such premiums in full.

(vi) To repay loans obtained by the District from the State pursuant to s. 16.09(5), Wis. Stats.

(b) **No Other Disbursements.** The District may not disburse funds from the Segregated Reserve Account for any purpose other than those set forth in Section 13.1(a).

(c) **District Loans.** In the event that the funds in the Segregated Reserve Account are insufficient for the District to perform fully any Major Capital Repair, Retractable Roof Maintenance and Repair, Necessary Improvement or Planned Project that constitutes a Major Capital Repair, Retractable Roof Maintenance and Repair, or Necessary Improvement that the District is required to perform under Section 13.2 during the Lease Year in which the District is required to perform such Segregated Reserve Account Project and the District does not promptly propose and perform an alternative means of fully performing such obligation, the District shall request a loan from the State pursuant to s. 16.09(5), Wis. Stats., in an amount equal to the lesser of (x) the amount required for the District to perform such Segregated Reserve Account Project in accordance with s. 16.09(5)(am), Wis. Stats. or (y) the maximum available loan proceeds pursuant to s. 16.09(5), Wis. Stats.

13.2 Segregated Reserve Account Projects; District Obligations.

(a) **Planned Projects.**

(i) **General.** Subject to the Segregated Reserve Account Project Conditions, the District, acting through the Facility Manager, shall perform and execute all Planned Projects in accordance with Sections 11.2 and 11.3. The District, acting through the Facility Manager, shall perform and execute each Planned Project in a safe and first-class manner and in accordance with the Facility Standards.

(ii) **Team Misuse.** In the event and to the extent any Planned Project is necessary due to Team Misuse or the Team's failure to comply with its Maintenance obligations, then the District, acting through the Facility Manager, shall undertake, administer and oversee the completion of such Planned Project and, subject to the right of the Team to receive and utilize any available insurance proceeds, the Team shall be responsible for that portion of the cost of such Planned Project attributable to Team Misuse or the Team's failure to comply with its Maintenance obligations, including, without limitation, that portion of the reasonable costs and expenses, including reasonable attorneys' fees, incurred by the District in connection with its undertaking, administration and oversight of the Planned Project.

(b) **Major Capital Repairs.**

(i) **General.** Subject to the Segregated Reserve Account Project Conditions, the District, acting through the Facility Manager, shall perform and execute all Major Capital Repairs in a safe and first-class manner and in accordance with the Facility Standards. The District, through the Facility Manager, shall perform and execute a Major Capital Repair that is not included in the Ballpark Project Plan, or not scheduled to be completed in the current Lease Year under the Ballpark Project Plan, if: (i) the Major Capital Repair constitutes an Emergency Capital Repair that is not performed by the Team pursuant to Section 13.2(d); (ii) the Facility Manager provides written notice to the Team that sets forth why such Major Capital Repair is necessary and appropriate, and the Team consents, which consent shall not be unreasonably withheld, conditioned, or delayed; or (iii) the Team requests in writing that the District, acting through the Facility Manager, perform and execute such Major Capital Repair and the District can reasonably accommodate such request taking into account all relevant factors including the then-current Ballpark Project Plan and Available Reserve Account Funds. For the avoidance of doubt, the amount of Available Reserve Account Funds shall be relevant only to the timing of when the District performs such Major Capital Repair and shall not eliminate, impair, or otherwise limit any obligation to perform such Major Capital Repair that arises under this Lease.

(ii) **Team Misuse.** In the event and to the extent any Major Capital Repair is necessary due to Team Misuse or the Team's failure to comply with its Maintenance obligations, then the District, acting through the Facility Manager, shall undertake, administer and oversee the completion of such Major Capital Repair and, subject to the right of the Team to receive and utilize any available insurance proceeds, the Team shall be responsible for that portion of the cost of such Major Capital Repair attributable to Team Misuse or the Team's failure to comply with its Maintenance obligations, including, without limitation, that portion of the reasonable costs and expenses, including reasonable attorneys' fees, incurred by the District in connection with its undertaking, administration and oversight of the Major Capital Repair.

(iii) **Dispute Resolution.** In the event the Facility Manager and the Team are unable to agree with respect to whether the District has an obligation to perform a Major Capital Repair proposed by the Team, or the timing or scope of a Major Capital Repair proposed by Facility Manager or the Team, either party may, not sooner than sixty (60) days after the written notice or request by the District or the Team, as the case may be, initiate the dispute resolution process set forth in Section 33.15(b).

(c) **Necessary Improvements.**

(i) **General.** Subject to the Segregated Reserve Account Project Conditions, the District, acting through the Facility Manager, shall perform and execute all Necessary Improvements in a safe and first-class manner and in accordance with the Facility Standards. The District, through the Facility Manager, shall perform and execute a Necessary Improvement that is not included in the

Ballpark Project Plan, or not scheduled to be completed in the current Lease Year under the Ballpark Project Plan, if: (i) performance of the Necessary Improvement is required in such Lease Year to (x) satisfy any Legal Requirement, (y) satisfy any requirement by any insurance company to enable the District or the Team to obtain any of the insurance required to be carried by the District or the Team, as the case may be, under this Lease at commercially reasonable rates, or (z) required to keep the Stadium Complex in compliance with MLB Rules and Regulations applicable to all Major League Clubs; (ii) the Facility Manager provides written notice to the Team that sets forth why a Necessary Improvement is necessary and appropriate, and the Team consents, which consent shall not be unreasonably withheld, conditioned, or delayed; or (iii) the Team requests in writing that the District, acting through the Facility Manager, perform and execute such Necessary Improvement and the District can reasonably accommodate such request taking into account all relevant factors including the Ballpark Project Plan and the Available Reserve Account Funds. For the avoidance of doubt, the amount of Available Reserve Account Funds shall be relevant only to the timing of when the District performs such Necessary Improvement and shall not eliminate, impair, or otherwise limit any obligation to perform such Necessary Improvement that arises under this Lease.

(ii) **Team Misuse.** In the event and to the extent any Necessary Improvement is necessary due to Team Misuse or the Team's failure to comply with its Maintenance obligations, then the District, acting through the Facility Manager, shall undertake, administer and oversee the completion of such Necessary Improvement and, subject to the right of the Team to receive and utilize any available insurance proceeds, the Team shall be responsible for that portion of the cost of such Necessary Improvement attributable to Team Misuse or the Team's failure to comply with its Maintenance obligations, including, without limitation, that portion of the reasonable costs and expenses, including reasonable attorneys' fees, incurred by the District in connection with its undertaking, administration and oversight of the Necessary Improvement.

(iii) **Dispute Resolution.** In the event the Facility Manager and the Team are unable to agree with respect to whether the District has an obligation to perform a Necessary Improvement proposed by the Team, or the timing or scope of a Necessary Improvement proposed by Facility Manager or the Team, either party may, not sooner than sixty (60) days after the written notice or request by the District or the Team, respectively, initiate the dispute resolution process set forth in Section 33.15(b).

(iv) **Notice Requirements.** Upon notice from the Major League Baseball of any changes in or to, or proposed changes in or to, the MLB Rules and Regulations that in any way affect the Stadium Complex, the Team shall promptly provide written notice of such change or proposed change to the Facility Manager.

(d) **Emergency Capital Repairs.**

(i) **By District.** Subject to the Segregated Reserve Account Project Conditions, the District, acting through the Facility Manager, shall perform and execute all Emergency Capital Repairs in a safe and first-class manner, unless such Emergency Capital Repair is performed by the Team pursuant to Section 13.2(d)(ii). If the Emergency Capital Repair is performed by District on a permanent, and not interim, basis, the Emergency Capital Repair shall be performed in accordance with the Facility Standards.

(ii) **By Team.** If an Emergency Capital Repair is of such an immediate nature that it must be performed and executed before the Team can reasonably notify the Facility Manager by telephone and obtain the Facility Manager's consent, the Team may perform and execute such Emergency Capital Repair without the Facility Manager's consent. The Team shall notify the Facility Manager, as soon as reasonably possible, of the fact of and the circumstances surrounding the need for an Emergency Capital Repair and shall perform any Emergency Capital Repair in a safe and first class manner. Subject to the Segregated Reserve Account Project Conditions, the District shall reimburse the Team, from the Segregated Reserve Account, for the actual costs reasonably paid or incurred by the Team with respect to an Emergency Capital Repair; provided, however, the Team shall have submitted to the District a request for payment that includes copies of all bills, invoices, and other evidence reasonably acceptable to the Facility Manager, establishing the actual amounts expended by the Team with respect to such Emergency Capital Repair.

(iii) **Team Misuse.** In the event and to the extent any such Emergency Capital Repair is necessary due to Team Misuse or the Team's failure to comply with its Maintenance obligations, then, subject to the right of the Team to receive and utilize any available insurance proceeds, the Team shall be responsible for that portion of the cost of such Emergency Capital Repair attributable to Team Misuse or the Team's failure to comply with its Maintenance obligations, including, without limitation, that portion of the reasonable costs and expenses, including reasonable attorneys' fees, incurred by the District in connection with its undertaking, administration and oversight of such Emergency Capital Repair.

(e) **Discretionary District Improvements.**

(i) **General.** Subject to the Segregated Reserve Account Project Conditions and the provisions of this Section 13.2(e), the District, acting through the Facility Manager, may make and perform any and all Discretionary District Improvements. Any Discretionary District Improvements performed and executed by the District, acting through the Facility Manager, shall be performed and executed in a safe and first-class manner and in accordance with the Facility Standards.

(ii) **Standards with Respect to the Making of Discretionary District Improvements.** In making any decision with respect to Discretionary District Improvements that are to be undertaken by the District, the District and the Team shall take into consideration the Available Reserve Account Funds and the projected balance of the Segregated Reserve Account, together with the reasonably foreseeable needs for any Planned Projects, Major Capital Repairs, Retractable Roof Repairs and Maintenance, Necessary Improvements and/or other Discretionary District Improvements. Notwithstanding anything herein to the contrary, any Discretionary District Improvement set forth in the Ballpark Project Plan shall be undertaken by the District, acting through the Facility Manager, during the Lease Years set forth therein, and the scope and timing of such Discretionary District Improvements, as set forth in the Ballpark Project Plan, may be modified solely in accordance with Section 11.3 of this Lease.

(iii) **Team Input.** The Facility Manager shall consult and seek the Team's input with respect to the desirability or timing of any Discretionary District Improvement proposed by the Facility Manager. If the Team reasonably objects to any Discretionary District Improvement proposed by the Facility Manager, the District shall not perform or execute such Discretionary District Improvement. The Team may request in writing that the District, acting through the Facility Manager, perform a project that constitutes a Discretionary District Improvement. The Facility Manager shall evaluate any such request and notify the Team in writing within a reasonable time whether the District will or will not undertake such Discretionary District Improvement and identify the reasons for any decision not to undertake such Discretionary District Improvement.

(f) **Access Roads.** Notwithstanding anything to the contrary herein, it is expressly understood and agreed that, consistent with the terms of the Reciprocal Operating and Easement Agreement, during the Term, the Team, at its own cost and expense, shall repair and replace the Access Roads, if and as necessary, which shall not be eligible as a Segregated Reserve Account Project.

13.3 Limitations on Disbursements from Segregated Reserve Account.

(a) **Disbursements After December 31, 2045.** After December 31, 2045, the District may not initiate a new Segregated Reserve Account Project with respect to which the reasonably anticipated useful life exceeds the remainder of the Initial Term or, as applicable, any Extension Term as to which the Team has exercised its option pursuant to Section 4.3 of this Lease, except to the extent that (i) the cost of the Segregated Reserve Account Project, when combined with the cost of any other Segregated Reserve Account Project initiated after December 31, 2045, does not exceed the aggregate amount of Team Deposits made, and that portion of Rent that the District is required to deposit into the Segregated Reserve Account pursuant to ss. 229.6802(1)(d) and 229.687(1)(e) paid, after December 31, 2045; or (ii) the Segregated Reserve Account Project (w) constitutes the improvement, repair, maintenance, or replacement of Components or systems that are necessary to operate the Stadium Complex for its intended purposes, including any Emergency Capital Repairs; (x) is required to satisfy any Legal Requirement; (y) is

required by any insurance carrier as necessary to enable the District or the Team to obtain any of the insurance required to be carried by the Team or the District, as the case may be, under this Lease at commercially reasonable rates; or (z) is required to keep the Stadium Complex in compliance with MLB Rules and Regulations. For the avoidance of doubt, no Segregated Reserve Account Project undertaken during any Extension Term shall be required to be performed or executed in accordance with the Facility Standards.

(b) **Disbursements After Notice of Termination by Team or Other Termination of Lease.** After the date of any notice of termination of the Lease given by the Team or actual termination of the Lease, the District may not disburse any funds from the Segregated Reserve Account, except to the extent that (i) the District became obligated for such disbursement or payment before such notice of termination or termination; (ii) the disbursement is to pay amounts owed with respect to a loan obtained by the District from the State; (iii) the disbursement (when combined with all other disbursements made after such notice of termination or termination) does not exceed the aggregate amount of Team Deposits made, and that portion of Rent that the District is required to deposit into the Segregated Reserve Account pursuant to ss. 229.6802(1)(d) and 229.687(1)(e) paid, after the Team's notice of termination; (iv) the disbursement is for the improvement, repair, maintenance, or replacement of Components and systems that are necessary to operate the Stadium Complex for its intended purposes; (v) the disbursement is for improvement, repair, maintenance, or replacement required to satisfy any Legal Requirements; (vi) the disbursement is for improvement, repair, maintenance, or replacement required by any insurance carrier as necessary to enable the District or the Team to obtain any of the insurance required to be carried by the Team or the District, as the case may be, under this Lease at commercially reasonable rates; or (vii) the disbursement is for improvement, repair, maintenance, or replacement required to keep the Stadium Complex in compliance with MLB Rules and Regulations.

(c) **Physical Structures Not Owned, Operated, or Leased by District on December 7, 2023.** Notwithstanding anything else in this Article 13, the District shall not disburse, and the Team shall not request disbursement of, any funds from the Segregated Reserve Account for the development, construction, improvement, repair, or maintenance of any Team Ancillary Development or other physical structure that was not owned, in whole or in part, operated, or leased by the District on December 7, 2023.

13.4 District Obligations Not Limited by Segregated Reserve Account.¶ The District hereby expressly acknowledges and agrees that, during the Initial Term, the obligations of the District under this Article 13 are not subject to, conditioned on, or limited or reduced in any respect by, the funds available to the District in the Segregated Reserve Account. Subject to the conditions expressly set forth herein, the District's obligations under this Article 13 are absolute and unconditional during the Initial Term. For the avoidance of doubt, during the Extension Term, if any, the District's obligations under Section 12.2 and this Article 13 shall be subject to the funds, if any, available to the District in the Segregated Reserve Account.

13.5 Disbursement Upon Termination or Expiration of Lease.¶ Upon expiration of the Initial Term or the District's earlier termination of the Lease as a result of a Team Default, the Team shall have no right, title or interest in or to any funds in the Segregated Reserve Account.

Upon termination of the Lease for any other reason, the Facility Manager shall promptly disburse to the Team the percentage of funds in the Segregated Reserve Account as of the effective date of termination (net of the amount of funds required to pay pre-existing obligations of the District that are properly payable from the Segregated Reserve Account), that is calculated as follows: (a) the sum of the Team Deposits made after January 1, 2024, plus that portion of Rent that the District is required to deposit into the Segregated Reserve Account, plus the aggregate amount of New Team Investment; (b) divided by the sum of the deposits to the Segregated Reserve Account contributed by the State, the District, the Team, the County, and the City after January 1, 2024.

ARTICLE 14

DISCRETIONARY TEAM PROJECTS; TEAM ANCILLARY DEVELOPMENT

14.1 Discretionary Team Projects. Subject to the provisions of Sections 14.3 and 14.4, the Team may, at its sole cost and expense, and with the prior written consent of the Facility Manager, which consent shall not be unreasonably withheld, conditioned, or delayed, make and perform any Discretionary Team Projects in a safe and first-class manner. The Team shall provide written notice of any proposed Discretionary Team Project to the Facility Manager not less than sixty (60) days before commencing work on the Stadium Complex with respect to such Discretionary Team Project. The Team shall work cooperatively with and keep the District informed with respect to all material aspects of each Discretionary Team Project.

14.2 Team Ancillary Development. Subject to the provisions of Sections 14.3 and 14.4, the Team may, at its sole cost and expense, and with the prior written consent of the Facility Manager, which consent shall not be unreasonably withheld, conditioned, or delayed, develop or construct Team Ancillary Development in a safe and first-class manner. The Team shall provide written notice of any proposed Team Ancillary Development to the Facility Manager not less than ninety (90) days before commencing work at the Stadium Complex with respect to such Team Ancillary Development. The Team shall work cooperatively with and keep the District informed with respect to all material aspects of all Team Ancillary Development. Notwithstanding the foregoing, the Team shall not develop or construct any Team Ancillary Development before December 31, 2026, without the consent of the District Board, which consent may be withheld in the sole and absolute discretion of the District Board.

14.3 District Consent. Not more than thirty (30) days after receipt of notice from the Team of a proposed Discretionary Team Project or proposed Team Ancillary Development, or such shorter notice as the Team may reasonably request under the circumstances, the Facility Manager shall notify the Team if the District has any reasonable objection to the prime contractor or other aspects of the proposed Discretionary Team project or Team Ancillary Development (which objection shall state the grounds therefor). For the avoidance of doubt, the Facility Manager shall be deemed to consent to a Discretionary Team Project or a Team Ancillary Development to be developed or constructed after December 31, 2026, if all of the following criteria are met by the Team to the reasonable satisfaction of the Facility Manager:

- (a) The Team (including any third-party paying all or a portion of the project cost on the Team's behalf) pays the entire cost of such Discretionary Team Project or Team Ancillary Development;

(b) The proposed use associated with the Discretionary Team Project or Team Ancillary Development complies in all respects with Article 9 of this Lease;

(c) The Team has not caused or incurred a Major Monetary Default under this Lease that has not been cured prior to the expiration of any Notice and Cure Period at the time of commencement of such Discretionary Team Project or Team Ancillary Development;

(d) The Team's intended use of or construction of a proposed Discretionary Team Project or Team Ancillary Development will not, in the Facility Manager's reasonable judgment, increase the District's financial obligations under this Lease or the Other Stadium Agreements;

(e) If requested by the Facility Manager, the Team has furnished written evidence of its financing arrangements to the District (relating to the Team's implementation of the proposed use or construction of the intended Discretionary Team Project or Team Ancillary Development) not later than thirty (30) days prior to such implementation or construction;

(f) The Team has consulted with and provided the Facility Manager with such plans and specifications as are reasonable and necessary for the District to determine that the aesthetics and design of the intended Discretionary Team Project or Team Ancillary Development will not substantially detract from the overall aesthetics and harmony of the Stadium Complex;

(g) The Discretionary Team Project or Team Ancillary Development will not adversely affect the structural integrity of the Stadium Complex, and, upon reasonable request by the District, the Team provides an opinion of a structural engineer to that effect; and

(h) The Team's intended use of or construction of a proposed Discretionary Team Project or Team Ancillary Development will not cause the District to violate its tax covenants in respect of the Stadium Revenue Bonds, or adversely affect the tax-exempt (if applicable) status of the Stadium Revenue Bonds.

14.4 Obligations of the Team.¶ If the District consents or is deemed to consent to the Team's performance of such Discretionary Team Project or Team Ancillary Development:

(a) Upon the written request of the Facility Manager, the Team shall furnish to the Facility Manager, plans and specifications, names and addresses of contractors, copies of contracts, a detailed estimate of the cost of the work and necessary permits and licenses before commencement of the work or delivery of any materials to the Stadium Complex.

(b) Upon the written request of the Facility Manager, the Team shall furnish the Facility Manager with certificates of insurance from all prime contractors performing labor insuring the District and the Team against any and all liabilities that may arise out of or be

connected in any way with the Discretionary Team Project or Team Ancillary Development.

(c) The Team shall hold the District harmless from any and all liabilities of every kind and description that may arise out of or be connected in any way with any Discretionary Team Project or Team Ancillary Development, except to the extent any of such liabilities may be attributed to the negligence or willful misconduct of the District, its agents or employees.

(d) Upon the written request of the District, the Team shall permit the District to observe construction operations in connection with any Discretionary Team Project or Team Ancillary Development.

(e) Upon the written request of the District, upon completion of any Discretionary Team Project or Team Ancillary Development, the Team shall furnish the District with all original as-built and record drawings prepared in connection with the Discretionary Team Project or Team Ancillary Development and copies of contractors' affidavits, in form required by law, and, at the Team's election, either: (A) copies of full and final waivers of lien and receipted bills covering all labor and materials expended and used; or (B) an endorsement from the title insurance company that issued a title insurance policy on the Stadium Complex, which endorsement insures the District and the Team against any loss or damage arising from any such Discretionary Team Project or Team Ancillary Development.

14.5 **Dispute Resolution**¶ With respect to any dispute relating to the Facility Manager's consent or lack of consent to a proposed Discretionary Team Project or Team Ancillary Development or to whether the Team has satisfied the conditions in Section 14.3, the Facility Manager and the Team shall resolve such dispute through the procedure set forth in Section 33.15(b).

ARTICLE 15

POSSESSION; CONDITION OF PREMISES

15.1 **Possession**¶ The Team is in possession of the entire Stadium Complex as of the Effective Date of this Lease. As of the date hereof, as between the District and the Team, each party acknowledges and agrees that, to the best of such party's knowledge, the other party has satisfied all of its duties and obligations to such party with respect to the condition of the Stadium Complex. Notwithstanding this acknowledgment and agreement as between the District and the Team, the District and the Team each expressly reserve all claims against any and all third parties that may arise in the future regarding the Stadium Complex or any portion thereof.

ARTICLE 16

RETURN OF PREMISES

16.1 **Surrender of Possession**¶ Unless otherwise mutually agreed by the parties, at the termination of this Lease by lapse of time or otherwise or upon termination of the Team's right of possession without termination of this Lease, the Team shall surrender possession of the Stadium Complex to the District (subject to the terms of the Shared Ownership Agreement) and deliver all keys to any enclosed or secured areas of the Stadium Complex to the Facility Manager and make known to the Facility Manager the combination of all locks of vaults then remaining in the Stadium Complex, and shall, subject to Sections 16.2 and 16.3 hereof, return the Stadium Complex to the District in good condition and repair, excluding normal wear and tear and subject to loss or damage by fire or other casualty.

16.2 **Installations and Additions**¶ Unless otherwise mutually agreed by the parties, all installations, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements, temporary or permanent, including the Teamwork Statuary and Sculptures, all trade fixtures, the Team's furniture and other personal property that have been paid for by the District or out of the Project Budget (as that term is defined in the Construction Administration Agreement) and all Improvements to the Stadium Complex, whether placed there by the Team or the District, except for (a) other movable furniture, equipment and personal property belonging to the Team, (b) Discretionary Team Projects paid for by the Team to the extent removable without causing material damage to the Stadium Complex, and (c) any Team Ancillary Development, in or upon the Stadium Complex, shall remain upon the Stadium Complex upon termination or expiration of this Lease or the Team's right of possession hereunder, all without compensation, allowance or credit to the Team except as provided in the Shared Ownership Agreement.

16.3 **Trade Fixtures and Personal Property**¶ The Team, at its election, shall remove the Team's furniture, trade fixtures, and other items of movable personal property and equipment of every kind and description (except for such items that are expressly excluded under Section 16.2) owned by the Team from the Stadium Complex and, to the extent of any such removal, restore any material damage to the Stadium Complex caused thereby, such removal and restoration to be performed promptly following termination of this Lease or the Team's right of possession, whichever might be earlier. Unless otherwise mutually agreed by the parties, if the Team fails to promptly remove such items, the District may do so, at the District's option, and the Team shall pay to the District upon demand the reasonable cost of removal of such items and of restoring the Stadium Complex. In the event the District removes such items, the District shall not be responsible to store such items or to compensate the Team for their value. In the event the District determines to store such items on the Team's behalf, the Team shall also be responsible to the District for all actual storage costs.

16.4 **Transfer to District**¶ Unless the Team has earlier exercised its right to acquire the District Ownership Interest pursuant to Paragraph 8(a) of the Shared Ownership Agreement, upon expiration of the Term or termination of this Lease by the District pursuant to Section 23.2(a), the Team shall, within thirty (30) days of written request from the District, convey and transfer to the District in exchange for consideration of One and 00/100 Dollar (\$1.00) all right and title in and to the Team Ownership Interest in the Stadium Complex. For purposes of this Section 16.4, the

Team Ownership Interest shall not include, and the Team shall not be obligated to convey or transfer to the District (a) any movable furniture, equipment, or other personal property belonging to the Team, (b) any Discretionary Team Project paid for by the Team to the extent removable without causing material damage to the Stadium Complex, or (c) any Team Ancillary Development. In the event that the Team disputes the District's termination of the Lease and such dispute is submitted to arbitration in accordance with Section 23.5, the Team shall have no obligation to transfer or convey the Team Ownership Interest to the District unless and until entry of a final, non-appealable judgment confirming the District's right to terminate the Lease has occurred.

16.5 Holding Over. If the Team shall retain possession of the Stadium Complex or any portion thereof without the consent of the Facility Manager after termination or expiration of the Term: then (a) for the period the Team so retains possession of the Stadium Complex, the Team shall pay Rent to the District in the amount set forth in Schedule 1, such Rent to be payable monthly in advance and prorated based upon the actual amount of time the Team retains such possession; (b) the Team shall indemnify the District against all liabilities and damages sustained by the District by reason of such retention of possession of the Stadium Complex by the Team; and (c) if such retention of possession of the Stadium Complex is with the express written consent of the Facility Manager, such tenancy shall be from month to month and in no event from year to year or any period longer than month to month. The provisions of this Section 16.5 shall not constitute a waiver by the District of any re-entry rights or remedies of the District available under this Lease or by law, except that any right of the District to claim damages pursuant to Section 704.27, Wis. Stats., or any successor thereto, shall be and hereby is waived by the District.

16.6 Survival. All obligations of the Team under this Article 16 shall survive the expiration of the Term or earlier termination of this Lease.

ARTICLE 17

TRANSFER OF CLUB

17.1 Non-Relocation Agreement. The Team and the District each hereby acknowledge and agree that they have entered into that certain Non-Relocation Agreement dated as of December 31, 1996, which Non-Relocation Agreement was most recently amended and restated in its entirety effective as of the Effective Date, and was entered into by the Team, the District and the State (as amended and restated, the "**Non-Relocation Agreement**"). As between the District and the Team, the parties further acknowledge and agree that the Non-Relocation Agreement has been in full force and effect since December 31, 1996 and continues to be in full force and effect and is binding upon such parties. Further, the Team acknowledges that, as of the Effective Date, it has no claims or defenses that have been or may be asserted relative to the Non-Relocation Agreement.

ARTICLE 18

RIGHTS RESERVED TO THE DISTRICT

18.1 **Rights Reserved to the District.**¶ In addition to all of the District's rights hereunder and under the Other Stadium Agreements, the District hereby reserves the following rights, exercisable with reasonable prior notice to the Team and without effecting an eviction or disturbance of the Team's use or possession of the Stadium Complex or giving rise to any claim for set-off or abatement of Rent or affecting any of the Team's obligations under this Lease:

(a) To have the exclusive use and possession of the District Office Space located in the Stadium Complex (without the obligation to pay any rent or to pay for utilities), to have unrestricted access to the District Office Space at all times through designated access areas and to have a reasonable number of parking spaces free of charge for use in conjunction with the District Office Space with a maximum of five (5) such parking spaces on days on which Baseball Home Games and Special Events are scheduled; it being further understood and agreed that the Team shall, as part of Maintenance, be responsible for custodial and routine maintenance to the District Office Space and the District shall be responsible for the selection and cost of any personal property, trade fixtures, equipment and upgrades, together with any replacements thereof and additions thereto that the District may desire in connection with its utilization of the District Office Space;

(b) To enter the Stadium Complex at reasonable hours for reasonable purposes including, without limitation, inspection of the Team's performance of Maintenance, Emergency Capital Repairs, Discretionary Team Projects, and Team Ancillary Development and to monitor or conduct reasonable inspections in connection with any Special Event that has the potential to adversely affect or damage the structural integrity of the Stadium Complex; and

(c) To approve any change in the name given to the overall Stadium Complex; provided, however, that such approval shall not be unreasonably withheld, conditioned or delayed, and further provided that the District shall at all times during the term of any naming agreement be given the right to utilize the name of the Stadium Complex on its stationery, or as reasonably required elsewhere, in furtherance of the District's business operations as contemplated by this Lease. Any right granted by the Team to a third Person to name the Stadium Complex shall in no event survive the expiration of the Term hereof by lapse of time (without the consent of the Facility Manager, which consent shall not be unreasonably withheld, conditioned or delayed), but shall survive the earlier termination of this Lease pursuant to Section 23.2(a) subject to the rights of such third Person to terminate the naming agreement. Notwithstanding the foregoing or anything else contained in this Lease, in no event shall the District be responsible for any expenses or costs associated with any change in the name given to the Stadium Complex.

18.2 **Obligation of the Team to Facilitate District Access.**¶ In order to enable the District to perform ordinary and customary business functions of the District, the Team agrees to cooperate reasonably and in good faith with the District to facilitate access to the Stadium Complex

in a form and manner consistent with past practices, and as may be mutually agreed upon by the parties from time to time.

ARTICLE 19

ASSIGNMENT AND SUBLETTING; COVENANT AGAINST LIENS

19.1 General Restrictions on Assignment and Subletting.¶ Except as specifically set forth in the Shared Ownership Agreement, the Non-Relocation Agreement and Section 19.2 hereof, the Team shall not, without the prior written consent of the Facility Manager in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed:

(a) assign, transfer, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any lien or charge, this Lease, the Team Ownership Interest, or any interest in, to or under this Lease or the Team Ownership Interest;

(b) allow to exist or occur any transfer of or lien upon this Lease or the Team Ownership Interest or the Team's interest in this Lease by operation of law; or

(c) except in the case of any Occupancy License Agreement or as provided in Section 9.1 or Section 19.2 below, sublet the Stadium Complex, or any part thereof, or the Team's interest in or rights under this Lease.

Except as specifically set forth in the Shared Ownership Agreement, the District shall not, without the prior written consent of the Team in each instance, which consent shall not be unreasonably withheld, conditioned or delayed:

(d) assign, transfer, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any lien or charge, this Lease, the District Ownership Interest, or any interest in, to or under this Lease or the District Ownership Interest; or

(e) allow to exist or occur any transfer of or lien upon this Lease or the District Ownership Interest or the District's interest in this Lease by operation of law.

19.2 Permitted Assignments or Subletting by the Team.¶ Notwithstanding the provisions of Section 19.1:

(a) The Team may, without the prior consent of the Facility Manager (provided the Team notifies the Facility Manager of such happening in writing), assign this Lease to any person, firm, corporation or entity that acquires the Club in accordance with applicable MLB Rules and Regulations, provided each of the following conditions are satisfied:

(i) Such assignee assumes all of the obligations of the Team under this Lease and agrees to be bound by all of the terms, conditions and provisions of this Lease pursuant to an instrument of assignment in form and substance reasonably acceptable to the Facility Manager;

(ii) Such assignee assumes, pursuant to an instrument reasonably acceptable to the Facility Manager, all of the Team's obligations, if any, under the Other Stadium Agreements; and

(iii) The Team shall have provided the District with evidence, reasonably acceptable to the District, that the transfer of the Club has received all necessary MLB Approvals and otherwise complies with all MLB Rules and Regulations and all Legal Requirements.

(b) The Team may, without the consent of the District or the Facility Manager, sell or grant licenses or similar interests in the ordinary course of the operation of the Stadium Complex in accordance with Article 9 to concessionaires, vendors, advertisers, users and others; provided, however, the Team shall not have the right to sell or grant any such license or similar interest that has a term that survives the Term of this Lease.

(c) The Team may, without the consent of the District or the Facility Manager, sell or grant licenses and similar interests in reserved seats, club seats, private membership facilities, Skyboxes and other types of interests that the Team may elect from time to time in accordance with Article 9; provided, however, the Team shall not have the right to sell or grant any such license or similar interest that has a term that survives the Term of this Lease.

(d) The Team may, without the consent of the District or the Facility Manager, assign, transfer, mortgage, pledge, hypothecate or encumber any of the Team's revenue streams from the Stadium Complex.

19.3 Permitted Assignments by the District¶ Notwithstanding the provisions of Section 19.1, the District may, without the prior consent of the Team (provided the Facility Manager notifies the Team of such happening in writing), assign this Lease to any person, firm, corporation or entity in accordance with the provisions of the Act, the 2023 Acts and all Legal Requirements, provided each of the following conditions are satisfied:

(a) Such assignee assumes all of the obligations of the District under this Lease and agrees to be bound by all of the terms, conditions and provisions of this Lease pursuant to an instrument of assignment in form and substance reasonably acceptable to the Team;

(b) Such assignee assumes, pursuant to an instrument reasonably acceptable to the Team, all of the District's obligations, if any, under the Other Stadium Agreements; and

(c) The District shall have provided the Team with evidence, reasonably acceptable to the Team, that the transferee of the District's interest in and to the Lease has the financial wherewithal to perform all of the District's obligations under this Lease and that the proposed transfer has received all necessary MLB Approvals and complies with all MLB Rules and Regulations and all Legal Requirements.

19.4 **The Team to Remain Obligated**¶ Consent by the District to any assignment, subletting, use, occupancy or transfer shall not, without an express agreement by the District to the contrary, operate to relieve the Team from any covenant or obligation hereunder.

ARTICLE 20

WAIVERS OF CERTAIN CLAIMS; MUTUAL INDEMNITIES BY THE TEAM AND DISTRICT

20.1 **Waivers of Certain Claims**¶ To the extent not expressly prohibited by law, the Team and the District each hereby releases the other, and their respective agents, servants and employees, from and each hereby waives all claims for damages to person or property sustained by the Team or the District, resulting directly or indirectly from fire or other casualty, cause or any existing or future condition, defect, matter or thing in or about the Stadium Complex, or from any equipment or appurtenance therein, or from any accident in or about the Stadium Complex, or from any act or neglect of any other Person, including the Team's or the District's agents and servants. This Section 20.1 shall apply especially, but not exclusively, to damage caused by fire, casualty or any other causes, and shall apply without distinction as to the Person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above or from any other thing or circumstance, whether of a like nature or of a wholly different nature.

20.2 **Responsibility for Personal Property**¶ All personal property belonging to the Team shall be kept in or around the Stadium Complex at the risk of the Team, and the District shall not be liable for damage thereto or theft or misappropriation thereof. All personal property belonging to the District shall be kept in or around the Stadium Complex at the risk of the District, and the Team shall not be liable for damage thereto or theft or misappropriation thereof.

20.3 **Indemnification for Third Party Claims**¶ To the extent not expressly prohibited by law, the Team agrees to hold the District, and the District agrees to hold the Team, and their respective officers, directors and trustees, and their respective agents, servants and employees, harmless and to indemnify each of them against claims and liabilities, including reasonable attorneys' fees: (i) as to the Team's indemnification of the District, for liability arising from injuries to all persons and damage to or theft or misappropriation or loss of property occurring in or about the Stadium Complex arising from the Team's occupancy of the Stadium Complex or the conduct of its business or from any activity, work or thing done, permitted or suffered by the Team in or about the Stadium Complex or from any breach or default on the part of the Team in the performance of any covenant or agreement on the part of the Team to be performed pursuant to the terms of this Lease, or due to any other act or omission of the Team, its agents, contractors, invitees, licensees or employees, but only to the extent of the District's liability, if any, in excess of amounts, if any, paid to or otherwise received by the District under insurance covering such claims or liabilities; and (ii) as to the District's indemnification of the Team, for liability arising from injuries to all persons and damage to or theft or misappropriation or loss of property occurring in or about the Stadium Complex arising from the District's occupancy of a portion of the Stadium Complex or the conduct of its business or from any activity, work or thing done, permitted or suffered by the District in or about the Stadium Complex or from any breach or default on the part of the District in the performance of any covenant or agreement on the part of the District to be

performed pursuant to the terms of this Lease, or due to any other act or omission of the District, its agents, contractors, invitees, licensees or employees, but only to the extent of the Team's liability, if any, in excess of amounts, if any, paid to or otherwise received by the Team under insurance covering such claims or liabilities. The Team's obligation to indemnify the District hereunder, and the District's obligation to indemnify the Team hereunder, shall include the duty to defend against any claims asserted by reason of any such claims or liabilities and to pay any judgments, settlements, costs, fees and expenses, including attorneys' fees, incurred in connection therewith. Neither the Team nor the District shall be required to indemnify another party to the extent a Claim is caused by the negligence or willful misconduct of the party seeking to be indemnified.

ARTICLE 21

DAMAGE OR DESTRUCTION BY CASUALTY

21.1 Damage or Destruction by Casualty¶ If the Stadium Complex shall be damaged by fire or other casualty, then the Team and the District shall, but only to the extent of actual insurance proceeds received, proceed to repair and restore the same with all reasonable promptness, subject only to reasonable delays for insurance adjustments and the provisions of Section 33.9. During any Untenantability Period, the Team shall be permitted to use locations other than the Stadium Complex to conduct Baseball Home Games in the Metropolitan Milwaukee Area if the same are reasonably available to the Team, or, if a reasonably acceptable location is then unavailable in the Metropolitan Milwaukee Area, locations outside the Metropolitan Milwaukee Area, in both events as determined in accordance with MLB Rules and Regulations.

21.2 Restoration of Stadium Complex¶ The Team and the District hereby agree that, in the event of a casualty to the Stadium Complex as contemplated in this Article 21, the Team and the District shall enter into a new construction administration agreement containing terms and conditions substantially similar to the relevant provisions set forth in the Construction Administration Agreement in connection with the rebuilding and restoration of the Stadium Complex.

21.3 Abatement of Rent and Other Amounts¶ During the Untenantability Period, the Team's obligations to pay Rent (but not the Team obligations to make the Team Deposits) shall abate.

ARTICLE 22

EMINENT DOMAIN; JURISDICTIONAL TRANSFER

22.1 Total Condemnation¶ The District and the Team mutually agree that Wisconsin law precludes the taking of all or any portion of the Stadium Complex by eminent domain. Nevertheless, if the Stadium Complex or substantially all of the Stadium Complex shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the Term of this Lease shall end upon, and not before, the earlier of: (a) the date when the possession of the part so taken shall be required for such use or purpose; or (b) the effective date of the taking. In the event of the foregoing, Rent at its then-current rate shall be apportioned as of the date of the

termination, and all obligations of the District to make the District Deposits shall cease as of the date of such termination and the Team's responsibility to make the Team Deposits shall cease as of the date of such termination.

22.2 Partial Condemnation¶ If less than all or substantially all of the Stadium Complex shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, and the District and the Team mutually determine, within a reasonable period of time after such taking, that the remaining portion of the Stadium Complex cannot economically and feasibly be used by the Team for the Permitted Uses, then this Lease shall terminate and Rent at its then-current rates shall be apportioned as of the date of the termination, and all obligations of the District to make the District Deposits shall cease as of the date of such termination and the Team's responsibility to make the Team Deposits shall cease as of the date of such termination. In the event this Lease is not so terminated, the District and the Team shall, to the extent practical and only to the extent of the actual amount of the condemnation award received, restore the Stadium Complex to a complete architectural unit reasonably suitable for Baseball Use or other Permitted Uses pursuant to the procedures contained in the Construction Administration Agreement, and the Rent and the Team's and the District's other obligations hereunder shall not be adjusted.

22.3 Allocation of Award¶ In the event this Lease is terminated pursuant to Section 22.1 or Section 22.2, the condemnation award with respect to the Stadium Complex (less any portion thereof attributable to the Site) shall be distributed to the District and to the Team in proportion to the District Ownership Interest and the Team Ownership Interest, respectively. Any award for the Site shall be payable to the District and/or the State as provided in the Ground Lease. In the event the Lease is not so terminated, the amount of any award for or on account of any condemnation shall be used to restore the Stadium Complex as provided in Section 22.2.

22.4 Temporary Taking¶ If any right of temporary possession or occupancy of all or any portion of the Stadium Complex shall be taken, which does not materially interfere with the Team's beneficial use of the Stadium Complex for the Permitted Uses, the foregoing provisions of this Article 22 shall be inapplicable thereto and this Lease shall continue in full force and effect without an abatement of Rent, and the Team shall be entitled to make claim for and recover any award or awards recoverable in respect of such possession or occupancy, and the District shall have no right or claim to any such award or awards. Any taking of the right of possession or occupancy of all or any portion of the Stadium Complex that materially interferes with the Team's beneficial use of the Stadium Complex: (i) for the Permitted Uses; or (ii) which is for a period that is in excess of one Season, shall, at the option of the Team, be regarded for purposes of this Lease as a taking that is not temporary and to which the foregoing provisions of this Section 22.4 shall not be applicable.

22.5 Jurisdictional Transfer¶ The District and the Team acknowledge that the City expanded Canal Street within the Menomonee Valley and connected Canal Street to a certain access road comprising a part of the Stadium Complex. Accordingly, the Team and the District recognize the possibility that the City may seek the jurisdictional transfer of the access road and certain other roadway improvements from the District. As between the District and the Team, the parties agree that: (i) any jurisdictional transfer to the City of any portion of the Stadium Complex shall require the prior written consent of the Team (which consent shall not be unreasonably

withheld or delayed, but which may be conditioned upon the Team and the District receiving commercially reasonable, and legally enforceable, assurances from the City as to the restrictions on the utilization of such access roads comprising a portion of the Stadium Complex by the general public on days of Baseball Home Games, Special Events, Team Uses and Events or an emergency); and (ii) any award, proceeds or other consideration with respect to such jurisdictional transfer shall belong solely to the District, and the Team shall have no right or claim to any portion thereof.

ARTICLE 23

EVENTS OF DEFAULT BY THE TEAM

23.1 Events of Default. The occurrence of any one or more of the following matters constitutes an event of default by the Team (each, a “Team Default”) under this Lease:

(a) The Team’s failure to pay any Rent or Additional Payments in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (a “**Major Monetary Default**”) when due and payable to the District or the Team Deposits within thirty (30) days after written notice thereof from the District to the Team (unless such failure is caused by a set-off by the Team due to a District Default);

(b) The Team’s failure to observe or perform in any material respect any other material covenant, agreement, condition or provision of this Lease if such failure shall continue for thirty (30) days after written notice thereof from the District to the Team; provided, however, that the Team shall not be in default with respect to matters that cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice, the Team commences such cure and diligently proceeds to complete the same at all times thereafter;

(c) The levy upon or other execution or the attachment by legal process of the Team Ownership Interest or the filing or creation of a lien in respect of any such interest (unless the same is attributable to the acts or omissions of the District or any of the District’s agents, employees, licensees or contractors), which levy, attachment or lien shall not be released, discharged or bonded against within thirty (30) days from the date of such filing;

(d) The Team admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for the Team or for the major part of its property;

(e) A trustee or receiver is appointed for the Team or for the major part of its property and is not discharged within thirty (30) days after such appointment;

(f) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against the Team, and, if instituted against the Team, are allowed against it or are consented to by it or are not dismissed within thirty (30) days after such institution; or

(g) The Team fails to perform any material obligations under the terms and conditions of the Other Stadium Agreements beyond any applicable cure period provided therein.

(h) In the event that the Team is unable to play one or more Baseball Home Games at the Stadium Complex as a result of a labor stoppage, whether attributable to a strike, a lockout by the Team or any of the MLB Entities, or any other labor action (a **“Labor Event”**), and the Team fails to pay Rent in accordance with Section 5.1 or to make the Team Deposits in accordance with Section 8.1 such failure shall constitute a Team Default. Notwithstanding the foregoing, the Team shall have the right to cure such Team Default in accordance with the following: (a) the amount of unpaid Rent and unpaid Team Deposits shall equal not more than the percentage of Rent or Team Deposits otherwise due that is equal to the number of Baseball Home Games that the Team was unable to play at the Stadium Complex during such Labor Event divided by the number of Baseball Home Games scheduled (or that would have been scheduled without the Labor Event) to be played at the Stadium Complex during such Labor Event; and (b) the Team shall pay all such unpaid Rent and Team Deposits (without penalty or any additional amount under Section 33.6) in full by the date that is the earlier of (i) four (4) years after the date on which such Labor Event concludes, and (ii) the Expiration Date of the Initial Term.

23.2 Rights and Remedies of the District¶ If a Team Default occurs and continues thereafter subsequent to the expiration of any Notice and Cure Period, the District shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative, but shall not operate to exclude or deprive the District of any other right or remedy allowed to it by law or equity:

(a) The District may terminate this Lease by giving the Team written notice of the District’s election to do so, in which event the Term of this Lease, as well as any obligations of the Team, including, but not limited to, the obligations set forth in the Non-Relocation Agreement, shall end, and all right, title and interest of the Team hereunder (but subject to the terms of the Shared Ownership Agreement) shall expire on that date that is the earlier of: (i) the end of the Lease Year in which the termination notice is given; or (ii) such earlier date as the Team may designate following its receipt of such termination notice (the **“Effective Termination Date”**); and

(b) The District may enforce the provisions of this Lease and may enforce and protect the rights of the District hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, except that specific performance shall not be an available remedy where specific performance would result in the Team's noncompliance with MLB Rules and Regulations, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all monies due from or to become due from the Team under any of the provisions of this Lease; and

(c) The District may, at the District’s election (though without obligation), upon not less than fifteen (15) days prior written notice to the Team, make any payment required of the Team under this Lease, or perform or comply with any covenant or condition imposed on the Team under this Lease. The amount so paid, plus the cost of

such performance or compliance, plus interest on such sums at the Default Interest Rate: (i) shall be deemed to be Additional Payments payable by the Team to the District immediately upon demand; or (ii) may, upon ten (10) days prior written notice to the Team, be deducted from the Segregated Reserve Account or set-off against the District Deposits. No such payment, performance or observance by the District (including the payment by the District of any Rent due to the District) shall constitute an accord and satisfaction or a waiver of default or a waiver of any remedy for default or render the District liable for any loss or damage resulting from any such act. The District shall have the right to assign its right to collect any unpaid portion of the Rent to third parties subject to any defenses the Team may have except the defense of accord and satisfaction or other similar defenses. In the event the Team prevails in any such allowable defense, the District, within thirty (30) days after entry of final judgment and all time for appeals has lapsed, shall pay to the Team the difference between the amount previously set-off or deducted less the final award to such third parties as determined by the court.

23.3 Right to Re-Enter¶ If the District exercises the remedy provided for in subparagraph (a) of the foregoing Section 23.2, the Team shall surrender possession and vacate the Stadium Complex and immediately deliver possession thereof to the District no later than the Effective Termination Date, and, subject to the terms of the Shared Ownership Agreement, the District may re-enter and take complete and peaceful possession of the Stadium Complex, with or without process of law, full and complete license so to do being hereby granted to the District, and the District may remove all occupants and property therefrom without relinquishing the District's right to Rent or any other right given to the District hereunder or by operation of law. Nothing contained herein shall be deemed to create any additional liability or obligation of the District, including, but not limited to, any liability to third parties for the performance of the Team's obligations under any third-party contracts.

23.4 Assumption or Rejection in Bankruptcy¶ If the Team shall be adjudged bankrupt or if a trustee-in-bankruptcy shall be appointed for the Team, the District and the Team agree, to the extent permitted by law, to request that the trustee in bankruptcy shall determine within sixty (60) days thereafter whether to assume or reject this Lease.

23.5 Disputes Over Team Default¶ Notwithstanding anything in this Article 23 to the contrary, in the event the Team shall in good faith dispute the District's assertion that an action or non-action by the Team would, if not cured or corrected within the time period herein provided, constitute a Team Default, and the Team so notifies the District within ten (10) days of the date the Team receives notice of such assertion, such dispute shall, within fifteen (15) days after notice of such dispute by the Team, be submitted to arbitration as provided in Section 33.15(a), in which event the Team's obligation to remedy or cure such action or non-action shall be suspended and the District shall not be entitled to exercise any remedy herein provided on account thereof, pending the final decision of the arbitration panel. If the final decision of the arbitration panel is that such action or non-action by the Team would, if not cured or corrected, constitute a Team Default, then the applicable cure period provided in this Article 23 shall begin to run as of the date on which the Team receives notice of the final decision of such arbitration panel. Nothing contained herein shall be deemed to limit a dispute to arbitration hereunder provided that no demand for arbitration shall be made after the expiration of the cure period therefor, unless the Team has cured the alleged Team Default within the applicable cure period and promptly thereafter

notified the District that such cure does not constitute a waiver of the Team's right to dispute such alleged Team Default.

ARTICLE 24

DEFAULT BY THE DISTRICT

24.1 **District Default!** The occurrence of any one or more of the following matters constitutes an event of default by the District (each, a "**District Default**") under this Lease:

(a) Any voluntary or involuntary dissolution, or attempt to dissolve, or other similar proceeding affecting the District;

(b) The District fails to satisfy any financial obligation in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00) when due and payable to the Team or the District Deposits within thirty (30) days after written notice thereof from the Team to the District (unless such failure is caused by a set-off by the District due to a Team Default);

(c) The District's failure to observe or perform in any material respect any other material covenant, agreement, condition or provision of this Lease if such failure shall continue for thirty (30) days after written notice thereof from the Team to the District unless such failure was caused by a lack of available funds as a result of the delayed payment of Rent or Team Deposits pursuant to Section 23.1(h); provided, however, that the District shall not be in default with respect to matters that cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice, the District commences such cure and diligently proceeds to complete the same at all times thereafter;

(d) The District fails to perform any material obligations under the terms and conditions of the Other Stadium Agreements beyond any applicable notice and cure period provided therein;

(e) The District admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for the District;

(f) A trustee or receiver is appointed for the District and is not discharged within thirty (30) days after such appointment;

(g) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law, or similar law for the release of debtors, are instituted by or against the District, and, if instituted against the District, are allowed against it, or are consented to by it or are not dismissed within thirty (30) days after such institution;

(h) The levy upon or other execution or the attachment by legal process of the District Ownership Interest or the filing or creation of a lien in respect of any such interest (unless the same is attributable to the acts or omissions of the Team or any of the Team's

agents, employees, licensees or contractors), which levy, attachment or lien shall not be released, discharged or bonded against within thirty (30) days from the date of such filing;

(i) The State shall fail to make any grant, payment, loan, or other contribution to the Segregated Reserve Account required by the 2023 Acts, including any payment to be made on behalf of the City or County, and the District does not provide adequate written assurances within sixty (60) days of such failure that such grant, payment, loan, or other contribution will be made within the next thirty (30) days; or

(j) The 2023 Acts are amended in a manner that, directly or indirectly, would (aa) materially modify, reduce, impair, or alter the Team's rights under this Lease; (bb) materially increase or alter the Team's obligations under this Lease, including, but not limited to, with respect to Rent, the Team Deposits, or the New Team Investment, (cc) materially alter the structure, composition or governance of the District board; (dd) reduce or otherwise materially alter the required contributions of the State, District, City, or County to the Segregated Reserve Account; or (ee) materially alter or limit the permissible use of, or the District's power and authority to disburse, funds deposited to the Segregated Reserve Account.

24.2 Rights and Remedies of the Team.¶ If a District Default occurs and continues thereafter subsequent to the expiration of any applicable Notice and Cure Period, the Team shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive the Team of any other right or remedy allowed to it by law or equity:

(a) The Team may enforce the provisions of this Lease and may enforce and protect the rights of the Team hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all monies due or to become due from the District under any of the provisions of this Lease;

(b) The Team may, at the Team's election (but without obligation), upon not less than fifteen (15) days prior written notice to the District, make any payment required of the District under this Lease, or perform or comply with any covenant or condition imposed on the District under this Lease. The amount so paid, plus the cost of such performance or compliance, plus interest on such sums at the Default Interest Rate, shall be payable by the District immediately upon demand, or, such costs may, upon ten (10) days prior written notice to the District, be set-off against Rent due the District or the Team Deposits. No such payment, performance or observance by the Team shall constitute an accord and satisfaction or a waiver of default or of any remedy for default or render the Team liable for any loss or damage resulting from any such act;

(c) Notwithstanding anything to the contrary set forth in this Lease or any of the Other Stadium Agreements including, but not limited to, the Non-Relocation Agreement, the Team may, at the Team's election, terminate this Lease by giving to the District written notice of the Team's election to do so, in which event the Term of this Lease, as well as any obligations of the Team including, but not limited to, the obligations

set forth in the Non-Relocation Agreement, shall end, and all of the obligations of the Team hereunder shall expire on the date stated in such notice; provided, however, that, in the event of a District Default caused by an Untenantability Period, the Team may not terminate this Lease based on such District Default unless and until such Untenantability Period has continued for three hundred sixty-five (365) consecutive days; and

(d) In the event of a District Default pursuant to Section 24.1(i) of this Lease, the Team shall have no obligation to pay Rent, to make the Team Deposits, or to make the New Team Investment during any period in which the State has failed to make any grant, payment, loan, or other contribution to the Segregated Reserve Account required by the 2023 Acts, including any payment to be made on behalf of the City or County; provided, however, that the Team shall pay any Rent and make any Team Deposits or New Team Investment that would otherwise have been due and payable during such period within thirty (30) days of the State's payment in full of the amount of any grant, payment, loan, or other contribution to the Segregated Reserve Account required by the 2023 Acts, including any payment to be made on behalf of the City or County, unless the Team shall have earlier provided notice of termination pursuant to Section 24.2(c) of this Lease.

24.3 Assumption or Rejection in Bankruptcy¶ If the District shall be adjudged bankrupt, or if a trustee-in-bankruptcy shall be appointed for the District, the Team and the District agree, to the extent permitted by law, to request that the trustee-in-bankruptcy shall determine within sixty (60) days thereafter whether to assume or reject this Lease.

24.4 Disputes Over District Default¶ Notwithstanding anything in this Article 24 to the contrary, in the event the District shall in good faith dispute the Team's assertion that an action or non-action by the District would, if not cured or corrected within the time period herein provided, constitute a District Default, and the District so notifies the Team within ten (10) days of the date the District receives notice of such assertion, such dispute shall, within fifteen (15) days after notice of such dispute by the District, be submitted to arbitration as provided in Section 33.15(a) hereof, in which event, the District's obligation to remedy or cure such action or non-action shall be suspended and the Team shall not be entitled to exercise any remedy herein provided on account thereof, pending the final decision of the arbitration panel. If the final decision of the arbitration panel is that such action or non-action by the District would, if not cured or corrected, constitute a District Default hereunder, then the applicable cure period provided in this Article 24 shall begin to run as of the date on which the District receives notice of the final decision of such arbitration panel. Nothing contained herein shall be deemed to limit a dispute to arbitration hereunder provided that no demand for arbitration shall be made after the expiration of the cure period therefor, unless the District has cured the alleged District Default within the applicable cure period and promptly thereafter notified the Team that such cure does not constitute a waiver of the District's right to dispute such alleged District Default.

ARTICLE 25

ESTOPPEL CERTIFICATES

25.1 **From the Team**¶ The Team agrees that it shall, at any time and from time to time upon not less than ten (10) days prior request by the Facility Manager, execute, acknowledge and deliver to the Facility Manager, or such other parties as may be designated by the Facility Manager, a statement in writing signed by the Team certifying: (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications); (b) the date upon which the Team began paying Rent and the dates to which the Rent and other charges have been paid; (c) that, so far as the Team knows, the District is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (d) that the Stadium Complex has been completed in accordance with the terms hereof and of the Construction Administration Agreement and the Team is in occupancy and paying Rent on a current basis with, so far as the Team knows, no rental set-offs or claims; (e) that there are no actions, whether voluntary or otherwise, pending against the Team under the bankruptcy laws of the United States or any state thereof; and (f) such other matters as may be reasonably requested by the Facility Manager.

25.2 **From the District**¶ The District agrees that it shall, at any time and from time to time upon not less than ten (10) days prior written request by the Team, execute, acknowledge and deliver to the Team, or such other parties as may be designated by the Team, a statement in writing signed by the District certifying: (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease, as modified, is in full force and effect and identifying the modifications); (b) the date upon which the Team began paying Rent and the dates to which the Rent and other charges have been paid; (c) that, so far as the District knows, the Team is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (d) that the Stadium Complex has been completed in accordance with the terms hereof and of the Construction Administration Agreement and the Team is in occupancy and paying Rent on a current basis with, so far as the District knows, no rental offsets or claims; (e) that there are no actions, whether voluntary or otherwise, pending against the District under the bankruptcy laws of the United States or any state thereof; and (f) such other matters as may be reasonably requested by the Team.

ARTICLE 26

SUBROGATION AND INSURANCE

26.1 **Waiver of Subrogation**¶ The District and the Team agree to have all fire and extended coverage and other property damage insurance and liability insurance that may be carried by either of them endorsed with a clause providing that any release from liability of, or waiver of claim for, recovery from the other 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 and providing further that the insurer waives all rights of subrogation that such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in this Lease, and notwithstanding anything in this Lease that may appear to be to the contrary, each of the parties hereto waives all claims for recovery from the other party for

any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. Notwithstanding the foregoing or anything contained in this Lease to the contrary, any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder or to increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within ten (10) days following written notice, to pay such increased cost keeping such release or waiver in full force and effect).

26.2 The Team's Insurance¶ Except for the property insurance described in Section 26.2(c), the premium for which shall be paid by the Team and the District in proportion to their respective Ownership Interests, the Team shall procure and maintain policies of insurance, at its sole cost and expense, during the Term with terms and coverages and companies selected by the Team and reasonably acceptable to the District, provided that all policies of insurance required hereunder shall be written by carriers that possess an A- (Excellent) rating or better and a minimum Class VII financial size category as listed at the time of issuance by A.M. Best Company Insurance reports ("**Best Reports**"), including insurance secured by and provided to the Team by Major League Baseball, with the aforesaid rating classifications to be adjusted if and to the extent that Best Reports adjusts its rating categories, but initially the Team shall maintain the following coverages:

(a) An Insurance Services Office (or equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury, contractual liability and products/completed operations liability coverage with minimum limits of: (i) \$1,000,000 Each Occurrence; (ii) \$2,000,000 General Aggregate; and (iii) \$2,000,000 Products/Completed Operations Aggregate.

(b) Workers compensation insurance covering the Team's employees in the minimum amount required under Wisconsin law.

(c) Property insurance on an all risk basis, including business interruption, extra expense, flood, earthquake, off-premises utility interruption, building ordinance, and boiler and machinery coverage, for all improvements at any time situated upon the Stadium Complex, all contents and the Team's and the District's trade fixtures, machinery, equipment, furniture and furnishings, in the Stadium Complex to the extent of 100% of their replacement cost. Such coverage shall be on an agreed amount and full replacement cost basis. The District and the Team shall be named as insured as their interests may appear and all proceeds of insurance shall be payable to the Team with documentation of payment supplied to the District. All proceeds of insurance received by the Team for damages to any portion of the Stadium Complex shall be utilized to repair and restore the Stadium Complex pursuant to Section 21.1. The Team and the District shall pay the property insurance premium in proportion to their respective Ownership Interests as set forth herein and as calculated from time-to-time under the Shared Ownership Agreement. The parties acknowledge that their Ownership Interests will not be calculated on an annual basis, and accordingly, where a periodic recalculation under the Shared Ownership Agreement results in an amendment or supplement to the Shared Ownership Agreement,

the parties agree to reconcile past premium payments retroactive to their Ownership Interests.

(d) Terrorism Insurance for Liability Insurance described in Section 26.2(a), under the terms of the Terrorism Risk Extension Act of 2005 and in the amount consistent with commercially reasonable practices and standards of Major League Baseball.

(e) Such other commercially reasonable insurance coverage as the District may require, consistent with the reasonable practices and standards of Major League Baseball.

(f) The Team shall name the District (and such other affiliated entities as may be reasonably requested by the District from time to time) as an additional insured on all such insurance policies.

26.3 Certificates of Insurance¶ The Team shall furnish to the Facility Manager certificates evidencing such coverage described in Section 26.2 within fourteen (14) days of the effective date of such policies and copies of all policies and endorsements thereto described in Section 26.2 upon receipt from the insurer. Such insurance coverage may not be reduced, cancelled, non-renewed or materially altered without at least sixty (60) days prior written notice to the Facility Manager (unless cancellation is due to nonpayment of premiums and in that case thirty (30) days prior written notice shall be sufficient).

26.4 Insurance Requirements¶ The Team shall not, directly or indirectly, make or allow any use of the Stadium Complex that may thereby: (i) be prohibited under the terms of this Lease; or (ii) jeopardize any insurance coverage, materially increase the cost of such insurance or require additional insurance coverage; provided, however, that the prohibitions set forth in clause (ii) hereinabove shall not be applicable to Special Events in the event the Team enters into an Occupancy License Agreement that provides for appropriate insurance coverage for such Special Event, nor to Team Uses and Events, provided the Team provides adequate coverage as required by the Lease for such Team Uses and Events. The Team and the District shall endeavor to review the insurance policies required hereunder on an annual basis.

26.5 District Insurance¶ The District shall procure and maintain all policies of insurance, or their reasonable equivalent, in place as of the Effective Date, in coverage amounts not less than those in place on the Effective Date, as reasonably adjusted from time to time, for inflation at its sole expense. The District shall furnish to the Team Designee certificates evidencing such coverage described within fourteen (14) days of the effective date of such policies and copies of all policies and endorsements thereto upon receipt from the insurer. Such insurance coverage may not be reduced, cancelled, non-renewed or materially altered without at least thirty (30) days prior written notice to the Team Designee (unless cancellation is due to nonpayment of premiums and in that case ten (10) days prior written notice shall be sufficient). The District shall name the Team (and such other affiliated entities as may be reasonably requested by the Team from time to time) as an additional insured on all such insurance policies.

26.6 Additional Insureds¶ Each party shall require that all contractors, service providers, consultants, or other third parties providing products or services to such party at the Stadium Complex name the other party (and such other affiliated entities as may be reasonably

requested by such other party from time to time) as an additional insured on any insurance policies required by the District or the Team, as applicable.

ARTICLE 27

NON WAIVER

No waiver of any condition expressed in this Lease shall be implied by any neglect of the District or the Team, as the case may be, to enforce any remedy on account of the violation of such condition whether or not such violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Without limiting the District's rights under any other provision in this Lease, it is agreed that no receipt of monies by the District from the Team after the termination in any way of the Term or of the Team's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to the Team prior to the receipt of such monies. Without limiting the Team's rights under any other provision in this Lease, it is agreed that no receipt of monies by the Team from the District after the termination in any way of the Term or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to the District prior to the receipt of such monies.

ARTICLE 28

NOTICES

All notices and demands required or desired to be given by either party to the other with respect to this Lease or the Stadium Complex shall be in writing and shall be delivered personally, sent by commercial overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided.

Notices to or demands upon the Team shall be addressed to the Team at:

American Family Field
One Brewers Way
Milwaukee, Wisconsin 53214
Attention: Legal Department

With a copy to:

Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367
Attention: Andrew Wronski

Notices to or demands upon the District shall be addressed to the District at:

American Family Field
One Brewers Way
Milwaukee, WI 53214
Attention: Executive Director

With a copy to:

Godfrey & Kahn, S.C.
One East Main Street, Suite 500
Madison, WI 53703
Attention: Mike B. Wittenwyler

Notices and demands shall be deemed given and served: (a) upon receipt or refusal, if delivered personally; (b) one (1) business day after deposit with an overnight courier service; or (c) three (3) days after deposit in the United States mail, if mailed. Either party may change its address for receipt of notices by giving written notice of such change to the other party in accordance herewith.

ARTICLE 29

COVENANT OF QUIET ENJOYMENT

Subject in all events to the Permitted Exceptions, the District covenants that if, and so long as, the Team keeps and performs each and every material covenant, agreement, term, provision and condition of this Lease on the part and on behalf of the Team to be kept and performed, the Team shall quietly enjoy its rights under this Lease without hindrance or molestation by the District or by any other person lawfully claiming the same by, through or under the District, subject to the covenants, agreements, terms, provisions and conditions of this Lease, the Permitted Exceptions and all applicable laws.

ARTICLE 30

TITLE AND COVENANT AGAINST MECHANICS LIENS

The Team and the District each hereby covenant and agree not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Stadium Complex or against the Team's leasehold interest in the Stadium Complex and, in case of any such lien attaching, the party suffering or permitting such lien shall immediately pay and remove the same or cause the same to be bonded or insured over by the title insurer that issued the owner's policy of title insurance for the Stadium Complex. If any such liens so attach and the Team or the District, as the case may be, fails to pay and remove the same or cause the same to be bonded or insured over as set forth hereinabove, within thirty (30) days, the party not responsible for such lien, at its election, may pay and satisfy the same, and in such event the sums so paid by such other party shall accrue with interest from the date of payment at the Default Interest Rate for amounts owed the District by the Team, or the Team by the District, and shall be due and payable at once without notice or demand.

ARTICLE 31

REPRESENTATIONS AND WARRANTIES BY THE TEAM

The Team represents and warrants to the District as follows, as of the date hereof and at all times from and after the date hereof and continuing and surviving after the termination of this Lease:

31.1 **Valid Existence**¶ The Team is a limited partnership duly organized and validly existing under the laws of the State of Wisconsin. The Team has full partnership power to own its property and conduct its business as presently conducted.

31.2 **Power; No Limitation on Ability to Perform**¶ The Team has full partnership power and authority to execute and deliver this Lease and the Other Stadium Agreements and to carry out and perform all of the terms and provisions of this Lease and the Other Stadium Agreements and all transactions contemplated hereby and thereby, to the extent required to be carried out or performed by the Team. Neither the Team's partnership agreement nor any MLB Rules and Regulations, nor any Legal Requirement in any way prohibits the Team to enter into and perform all of the terms and provisions of this Lease, the Other Stadium Agreements and each document, agreement and instrument executed and to be executed by the Team in connection herewith, and all transactions contemplated hereby and thereby. Neither the Team nor any of its partners or stockholders of any corporate partner, officers, directors or any of their personal or legal representatives are party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument that could prohibit, limit or otherwise affect the right or power of the Team to enter into and perform all of the terms and provisions of this Lease, the Other Stadium Agreements and each document, agreement and instrument executed and to be executed by the Team in connection herewith, and all transactions contemplated hereby and thereby. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person, other than all necessary MLB Approvals, is required for the due execution, delivery and performance by the Team of this Lease, the Other Stadium Agreements or any other agreement, document or instrument executed and delivered by the Team or any of the transactions contemplated hereby or thereby.

31.3 **Valid Execution**¶ The execution and delivery of this Lease and the Other Stadium Agreements by the Team has been duly and validly authorized by all necessary action. This Lease, the Other Stadium Agreements and all other agreements, documents and instruments executed and delivered by the Team in connection herewith or therewith are, and each other agreement, document or instrument to be executed and delivered by the Team in connection herewith when executed and delivered will be, legal, valid and binding obligations of the Team, enforceable against the Team in accordance with their respective terms.

31.4 **Defaults**¶ The execution, delivery and performance of this Lease, the Other Stadium Agreements and each agreement, document and instrument executed and to be executed and delivered by the Team in connection herewith: (a) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under: (i) any agreement, document or instrument to which the Team is a party or by which the Team's assets may be bound or affected; (ii) any Legal Requirement applicable to the Team; (iii) the articles of organization, partnership

agreement, operating agreement or membership agreement of the General Partner, or the partnership agreement or certificate of limited partnership of the Team; or (iv) MLB Rules and Regulations; and (b) do not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of the Team. For the avoidance of doubt, this Lease, as of the Effective Date, is not in violation or contravention of any MLB Rules and Regulations.

31.5 Status of General Partner¶ The General Partner is the Team's sole general partner, and is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware.

31.6 Power of General Partner¶ The General Partner has full and exclusive power and authority as the Team's sole general partner to execute and deliver this Lease and to carry out the terms and provisions of this Lease, the Other Stadium Agreements and all transactions contemplated hereby and thereby.

31.7 Power of Corporate General Partner¶ The Corporate General Partner had full and exclusive power and authority to execute and deliver the Original Lease Agreement, the Restated Lease Agreement, the Second Restated Lease Agreement, and the Other Stadium Agreements and all other agreements, documents and instruments executed by the Team on behalf of the Team as the Team's sole general partner, and to carry out the terms and provisions of the Lease, the Other Stadium Agreements and all transactions contemplated thereby.

31.8 Valid Execution by General Partner¶ The execution and delivery of this Lease and all other agreements, documents and instruments executed and delivered by the General Partner on behalf of the Team in connection herewith as the Team's General Partner have been duly and validly authorized by all necessary action.

31.9 Valid Execution by Corporate General Partner¶ The execution and delivery of the Lease, the Other Stadium Agreements and all other agreements, documents and instruments executed and delivered by the Corporate General Partner on behalf of the Team in connection therewith as the Team's sole general partner were duly and validly authorized by all necessary action.

31.10 Maintenance of Good Standing in League¶ The Team is currently a Major League Club in good standing in accordance with all MLB Rules and Regulations and the Team agrees to keep and maintain the Team as a Major League Club in good standing in accordance with any and all MLB Rules and Regulations.

ARTICLE 32

REPRESENTATIONS AND WARRANTIES BY THE DISTRICT

The District represents and warrants to the Team as follows, as of the date hereof and at all times from and after the date hereof until the expiration or termination of this Lease:

32.1 Valid Existence¶ The District is a professional baseball park district created by the Wisconsin Legislature as a public body corporate and politic. The District has full corporate power

to own its property and conduct its business as presently conducted and as provided for in this Lease and all the Other Stadium Agreements.

32.2 Power; No Limitation on Ability to Perform.¶ The District has the power and authority to execute and deliver this Lease and to carry out and perform all of the terms and provisions of this Lease, and all transactions contemplated hereby, to the extent required to be carried out or performed by the District. There is no law, regulation or other rule which in any way prohibits, limits or otherwise affects the right or power of the District to enter into and perform all of the terms and provisions of this Lease, and each document, agreement and instrument executed and to be executed by the District in connection herewith (including, but not limited to, the Other Stadium Agreements) and all transactions contemplated hereby and thereby and neither the District nor any of its officers, directors or any of their personal or legal representatives are party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument that could prohibit, limit or otherwise affect the right or power of the District to enter into and perform all of the terms and provisions of this Lease, the Other Stadium Agreements and each document, agreement and instrument executed and to be executed by the District in connection herewith, and all transactions contemplated hereby and thereby. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person is required for the due execution, delivery and performance by the District of this Lease, the Other Stadium Agreements, or any other agreement, document or instrument executed and delivered by the District or any of the transactions contemplated hereby or thereby.

32.3 Valid Execution.¶ The execution and delivery of this Lease and the Other Stadium Agreements by the District have been duly and validly authorized by all necessary action. This Lease, the Other Stadium Agreements and all other agreements, documents and instruments executed and delivered by the District in connection herewith or therewith are, and each other agreement, document or instrument to be executed and delivered by the District in connection herewith when executed and delivered will be, legal, valid and binding obligations of the District, enforceable against the District in accordance with their respective terms.

32.4 Defaults.¶ The execution, delivery and performance of this Lease, the Other Stadium Agreements and each agreement, document and instrument executed and to be executed and delivered by the District in connection herewith: (a) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (i) any agreement, document or instrument to which the District is a party or by which the District's assets may be bound or affected; or (ii) any Legal Requirement applicable to the District; and (b) do not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of the District.

32.5 Valid Execution by Officers of District.¶ The execution and delivery of this Lease and the Other Stadium Agreements by duly authorized officers of the District on behalf of the District have been duly and validly authorized by all necessary action.

32.6 Other Stadium Agreements.¶ The District hereby represents and warrants to the Team that the District shall not enter into any amendment of the Ground Lease or any Other Stadium Agreement as to which the Team is not a party without the prior written consent of the Team.

ARTICLE 33

MISCELLANEOUS

33.1 **Successors and Assigns**¶ Each provision of this Lease shall extend to and shall bind and inure to the benefit not only of the District and the Team, but also their respective legal representatives, successors and assigns; provided, however, that this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge or subletting contrary to the provisions of this Lease.

33.2 **Modifications in Writing**¶ No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon the District or the Team unless in writing signed by the District or the Team, as the case may be. In addition: (i) any amendment to this Lease shall be made in accordance with the MLB Rules and Regulations, as applicable, all as the same now exist or may be amended or adopted in the future; (ii) all necessary MLB Approvals shall have been obtained in advance of any such amendment and any amendment shall be null and void unless all necessary MLB Approvals have been obtained; and (iii) such amendment shall be approved by the Board or any applicable body or process that may be required by Wisconsin law.

33.3 **Recordation of Lease**¶ Neither party shall record this Lease whether in the public records of the County or elsewhere; provided, however, that a Memorandum of Third Amended and Restated Lease in the form attached hereto as **Exhibit F** shall be recorded upon the written request of the Team or the District.

33.4 **Headings**¶ The headings of Articles and Sections are for convenience only and do not limit, expand or construe the contents of the Sections.

33.5 **Time of Essence**¶ Time is of the essence of this Lease, of all provisions hereof, and of the performance of all obligations of the District and the Team hereunder.

33.6 **Default Rate of Interest**¶ All amounts (including, without limitation, Rent) owed by the Team to the District, or by the District to the Team, pursuant to any provision of this Lease shall bear interest from the date due until paid at the annual rate of four percent (4%) in excess of the Interest Rate (the “**Default Interest Rate**”).

33.7 **Severability**¶ The invalidity of any provision of this Lease shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Lease.

33.8 **Entire Lease**¶ Except as expressly provided in the Other Stadium Agreements, all understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between the District and the Team with respect to the subject matter hereof.

33.9 **Force Majeure**¶ If either the District or the Team fails to timely perform any of the terms, covenants and conditions of this Lease and such failure is due in whole or in part to any Force Majeure or acts caused directly or indirectly by the Team, as to the District, or by the District, as to the Team (or the District’s or Team’s respective agents, employees, contractors, licensees or

invitees), then, except as otherwise expressly set forth to the contrary in this Lease, the District or the Team, as the case may be, shall not be deemed in default under this Lease as a result of such failure and any time for performance by the District or the Team, as the case may be, provided for herein shall be extended by the period of delay resulting from such cause.

33.10 Antidiscrimination Clause¶ Neither the Team nor the District shall discriminate on the basis of race, color, political or religious opinion or affiliation, creed, age, physical or mental handicap, sex, marital status, ancestry, national origin or sexual preference/orientation. This shall apply to all organizations that receive permission for the use of all or any portion of the Stadium Complex, either in writing or verbally, from the Team. The Team and the District shall comply with all applicable state, local and federal laws, rules, regulations, executive orders and agreements pertaining to discrimination in employment, unlawful employment practices and affirmative action. The Team and the District shall use reasonable efforts to encourage and promote opportunities for minorities and women in the operation of the Stadium Complex. The Team and the District shall each be an equal opportunity employer.

33.11 No Third-Party Beneficiary¶ Except as provided in Section 33.14, this Lease is for the exclusive benefit of the parties hereto and not for the benefit of any other Person, and this Lease shall not be deemed to have conferred any rights, express or implied, upon any other Person unless otherwise expressly provided for herein.

33.12 No Merger of Estates¶ Notwithstanding anything contained in this Lease or any Other Stadium Agreement by and between the Team and the District, with respect to the Team Ownership Interest, this Lease and the interests of the District and the Team hereunder shall not be destroyed during the Term by the application of the doctrine of merger of estates except by written consent of the Team and the District.

33.13 Neutral Construction¶ The language used in this Lease shall be deemed to be the language chosen by both of the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

33.14 MLB Rules and Regulations¶ Notwithstanding any other provision of this Lease, this Lease and any rights granted to the District or the Team hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the District is granted rights under this Lease is limited to, and nothing herein shall be construed as conferring on the District rights in areas outside of, the Home Television Territory of the Club, as established and amended from time to time. No rights, exclusivities or obligations involving the internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Lease, except as are specifically approved in writing by the applicable MLB Entities. Notwithstanding anything to the contrary herein, in no event may the District terminate or suspend Team's rights under this Lease during any Season. MLB is an intended third-party beneficiary of the provisions of this Section 33.14 and each other provision in this Lease that prohibits action without first obtaining MLB Approval and, in addition to their right to waive or enforce the provisions of this Section 33.14, MLB shall be entitled and have the right to waive or enforce such

other provisions directly against any party hereto (or their successors and permitted assigns) to the extent that any such other provision is for the benefit of MLB.

33.15 Arbitration.

(a) Except as provided in Section 33.15(b), any controversy or claim arising out of or relating to this Lease, including any dispute arising under Section 23.5 and Section 24.4, shall be resolved by arbitration administered by the American Arbitration Association (the “AAA”) in accordance with its Commercial Arbitration Rules. All arbitration proceedings shall take place in the City of Milwaukee, State of Wisconsin. The arbitration panel shall consist of three members, one of whom shall be selected by the Team, one of whom shall be selected by the District, and the third of whom shall be selected by the arbitrators selected by the Team and the District. Each arbitrator shall have not less than twenty (20) years experience as a practicing lawyer or judicial officer with experience in resolving disputes relating to commercial leases or other commercial agreements. None of the arbitrators shall have performed, directly or indirectly, a material amount of work for the Team, the District or the State within the five- (5) year period immediately preceding the date of selection. Issues determined by arbitration pursuant to this provision shall be given preclusive or collateral estoppel effect in subsequent arbitration proceedings pursuant to this provision. The prevailing party in any arbitration commenced hereunder shall be entitled to an award of reasonable attorneys’ fees and costs relating to the arbitration, including the costs and fees of the panel, fees to the AAA, and any other costs of such arbitration. Judgment on any award rendered by the arbitrators may be entered by the courts identified in Section 33.16.

(b) Any controversy, dispute or claim initiated by a party pursuant to Section 11.1(a)(vi), Section 11.1(b), Section 13.2(b)(iii), Section 13.2(c)(iii) or Section 14.5 shall be resolved by arbitration administered by the AAA in accordance with its Commercial Arbitration Rules, except to the extent those rules are inconsistent with this Section 33.15(b) and the following procedures:

(i) A party shall initiate an arbitration under this Section 33.15(b) by making a written demand on the other party that details the nature and scope of the issues in dispute with respect to the Ballpark Project Plan, Planned Project, Major Capital Repair, Necessary Improvement, or Discretionary Team Project, as the case may be, summarizes the party’s position and requested relief, and provides such supporting or substantiating information, data, or documentation as may reasonably be available to the initiating party in support of its position.

(ii) The responding party shall provide a written response to the demand within ten (10) days of receipt that summarizes the responding party’s position with respect to the issues identified in the demand and any relief requested by the responding party, and provides such supporting or substantiating information, data, or documentation as may reasonably be available to the responding party in support of its position.

(iii) The issues identified in the demand and the response shall be decided by a single arbitrator. The arbitrator shall be a current or former engineer, architect, contractor, or other executive with not less than twenty (20) years experience in developing, constructing, improving or maintaining large sports or entertainment venues similar to the Stadium Complex; provided, however, that, if the parties agree that the issues presented by the demand primarily raise legal issues or issues relating to the proper interpretation and construction of the Lease, the parties may agree that the arbitrator shall be a lawyer satisfying the qualifications set forth in Section 33.15(a). If the parties are unable to agree on an arbitrator, the AAA shall appoint an arbitrator as expeditiously as possible and not more than thirty (30) days after the case is initiated.

(iv) The parties shall provide the demand, the response, and any additional supporting materials that the parties desire the arbitrator to consider not more than five (5) business days after appointment. All materials provided to the arbitrator shall be simultaneously exchanged between the parties.

(v) No discovery shall be permitted, except that (x) the arbitrator may request from a party any additional information, data, or documentation the arbitrator believes would be helpful in rendering his or her decision; and (y) either party may request that the arbitrator request specific information, data, or documentation from a party, which request the arbitrator may grant or deny in his or her sole discretion.

(vi) The arbitrator may conduct conferences or hearings and entertain argument as he or she deems appropriate under the circumstances but shall not conduct an evidentiary hearing or require the submission of sworn testimony.

(vii) The arbitrator shall use his or her best efforts to render a written final decision within ninety (90) days of appointment. The arbitrator's decision shall separately identify each issue submitted in the demand and identify the party that prevails on each issue. The arbitrator may not consider or resolve any issue not identified in the demand or the response and shall not provide a detailed explanation of his or her decision or a "reasoned award."

(viii) The arbitrator's decision shall be final and binding on the parties. Each party waives any right to appeal or challenge the decision of the arbitrator, except on the grounds set forth in s. 788.10(1), Wis. Stats.

(ix) The non-prevailing party shall be responsible for payment (or reimbursement) of all costs and fees of the arbitrator, fees to the AAA, and any other costs of such arbitration. If the parties do not agree on which of them is the prevailing party, the arbitrator may resolve that issue upon the written request of either party. Each party shall bear its own costs and attorneys' fees incurred in connection with the arbitration and the underlying dispute(s).

(x) Judgment on any award rendered by the arbitrators may be entered by the courts identified in Section 33.16.

33.16 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Wisconsin with respect to agreements made and to be performed in the State of Wisconsin and shall be construed without regard to: (i) any choice of law or conflict of law provision or rule (whether of the State of Wisconsin or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Wisconsin; and (ii) any presumption or other rule requiring the construction of an agreement or any provision in an agreement against the party causing it to be drafted.

33.17 Forum. The exclusive fora for any and all claims and proceedings arising out of or relating to this Lease, other than those subject to arbitration under Section 33.15, shall be the Milwaukee County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

33.18 Counterparts. This Lease may be executed in two counterparts, each of which shall be deemed an original and both of which shall be deemed one and the same instrument.

33.19 Statutory Requirements. For the avoidance of doubt, nothing in this Article 33 shall be construed to require the District or the Team to violate or accept the violation of any provision of Wisconsin law, including the provisions of Chapter 229, Wis. Stats.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first written above.

THE DISTRICT:

**WISCONSIN PROFESSIONAL BASEBALL
PARK DISTRICT**

By: _____
Name: Jenni Dye
Title: Chairwoman

THE TEAM:

**MILWAUKEE BREWERS BASEBALL CLUB,
LIMITED PARTNERSHIP**

By: MILWAUKEE BREWERS HOLDINGS LLC,
its General Partner

By: MLA Sports, LLC, its Manager

By: _____
Name: Mark L. Attanasio
Title: Manager

EXHIBIT A

LEGAL DESCRIPTION OF SITE

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Assessor's Plat of Miller Park, recorded on December 21, 2016, as Document No. 10634172, being All of HS Story's Subdivision and Story's Subdivision No. 2, located and including part of the NE 1/4 of the SE 1/4, SE 1/4 of the SE 1/4 and also part of the SW 1/4 of the SE 1/4, NW 1/4 of the SE 1/4, and the SE 1/4 of the SW 1/4 all in Section 26, and part of the SW 1/4 of the NE 1/4, NW 1/4 of the NE 1/4, NE 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4, and the NE 1/4 of the NW 1/4, all in Section 35, and part of the SW 1/4 of NW 1/4, and NW 1/4 of the NW 1/4 and the NE 1/4 of the NW 1/4, and the SE 1/4 of the NW 1/4 all in Section 36, all in Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, State of Wisconsin.

Address: 120 N. Story Parkway
Tax Key No. 4220001000 (Lot 1)

Address: 446 N. Story Parkway
Tax Key No. 4220002000 (Lot 2)

Address: 446 N. Story Parkway
Tax Key No. 4220003000 (Lot 3)

Address: 554 S. 44th Street
Tax Key No. 4220004000 (Lot 4)

Address: 4531 W. Clybourn Street
Tax Key No. 4220005000 (Lot 5)

Address: 451 N. 44th Street
Tax Key No. 4220006000 (Lot 6)

Address: 301 N. 44th Street
Tax Key No. 4220007000 (Lot 7)

Address: 110 S. 44th Street
Tax Key No. 4220008000 (Lot 8)

Address: 301 S. 44th Street
Tax Key No. 4220009000 (Lot 9)

Address: 201 S. 46th Street
Tax Key No. 4220010000 (Lot 10)

Address: 618 S. 44th Street
Tax Key No. 4220011000 (Lot 11)

Address: 500 S. 44th Street
Tax Key No. 4220012000 (Lot 12)

EXHIBIT B

STANDARDS FOR MAINTENANCE OF STADIUM COMPLEX

The Team shall perform, at its sole cost and expense, all work (including providing all labor, supplies, materials and equipment) reasonably necessary for the cleaning and routine upkeep of any property, structures, surfaces, finishes, facilities, fixtures, furnishings, equipment, and utilities, in order to preserve such items in their existing condition, ordinary wear and tear excepted, until the end of the useful life of such items as generally defined by professional associations, such as ASHRAE and BOMA. By way of illustration, and without limiting the generality of the foregoing, maintenance shall include: (i) preventative or periodic maintenance procedures for equipment, fixtures or systems; (ii) periodic testing of building systems, such as mechanical, card-key security, fire alarm and sound systems; (iii) ongoing trash removal; (iv) regular maintenance procedures for HVAC, plumbing, mechanical, electrical and structural systems, such as periodic cleaning, lubrication, and changing of air filters; (v) touch-up painting; (vi) cleaning prior to, during and following all Baseball Home Games and Special Events; (vii) crack-filling and striping of pavement; and (viii) any other work of a routine, regular and generally predictable nature that is reasonably necessary in order to keep the Stadium Complex in good order and condition.

The Team shall cause all Maintenance to be performed in a safe and first-class manner, and in a manner that is consistent with the maintenance and repair standards of Major League Baseball facilities.

The Team shall monitor and manage the maintenance of equipment at the site through the American Family Field Computerized Maintenance Management System ("CMMS") and maintain a detailed record of all repairs, maintenance and assessments of the various equipment.

To the extent the monitoring and management of certain equipment is not reasonably practicable through the CMMS, the Team shall maintain reasonably equivalent records. For certain equipment operated and used at the Site that has not been entered into the CMMS, including, but not limited to, food service equipment operated and used by Delaware North Companies Sportservice, Inc. or any other third-party concessionaire or vendor, the Team shall maintain maintenance records of such equipment to be kept in a commercially reasonable manner, and such maintenance records shall include, but not be limited to, the following information:

1. A detailed, written maintenance program consistent with any equipment manufacturer's recommendations pursuant to the owner's operations and maintenance manuals, warranty requirements, and any other equipment-specific requirements.

2. Detailed, written records of preventative maintenance activities and logs.
3. Detailed, written records of demand maintenance activities and logs.
4. Detailed, written records and findings from periodic maintenance reviews and assessments performed by the Team, or any other parties on the Team's behalf.
5. Any other records or information reasonably required by the Facility Manager.

EXHIBIT C

**STANDARDS FOR RETRACTABLE ROOF
MAINTENANCE AND REPAIRS**

The Facility Manager shall perform pre-season, mid-season, post-season, and routine scheduled maintenance on the Retractable Roof (“**Retractable Roof Maintenance**”) and shall purchase and maintain all necessary equipment, supplies and spare parts with respect to such Retractable Roof Maintenance. The Facility Manager shall undertake all reasonable measures to maintain the Retractable Roof in a water-tight condition and to avoid and prevent water leaks from the Retractable Roof in a manner consistent with past practices. In the event of a water leak from the Retractable Roof, the Facility Manager shall (i) promptly provide such remedial measures, such as tarps or water collection mechanisms, that the Team reasonably requests; and (ii) repair such leak as soon as practicable.

The Facility Manager shall also undertake any necessary repairs (as may be necessary for any reason, including, but not limited to, wind damage or other events of Force Majeure), adjustments, replacements, improvements, inspections, reports, and engineering services reasonably required to maintain the safety and operation of the Retractable Roof for its designed and intended use, including the ability to open and close on demand (subject to designed safety measures) (“**Retractable Roof Repairs**”).

The District shall cause all Retractable Roof Maintenance and Retractable Roof Repairs to be performed in a safe and first-class manner, and in a manner that is consistent with the maintenance and repair standards of Major League Baseball facilities.

EXHIBIT D
PERMITTED EXCEPTIONS

1. General taxes for the year 2024, not yet due and payable.
2. Provisions for taxes or assessments as contained in BID#26. Tax Key No. 4220012000
3. Provisions for taxes or assessments as contained in BID #26. Tax Key No. 4220008000
4. Public or private rights, if any, in such portion of the Site as may be presently used, laid out or dedicated in any manner whatsoever, for street, highway and/or alley purposes.
5. Rights and easements, if any, in and to any and all railroad switches, sidetracks, spur tracks, and rights of way located upon or appurtenant to the Site.
6. Rights, if any, with respect to the maintenance and use of sewers, utility pipes, cables or conduits which may be installed under the surface of the Site.
7. Easements, if any, of the public or any school district, utility, municipality or person, as provided in Section 66.1005(2) of the Wisconsin Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements or service in that portion of the Site which were formerly a part of S.44th Street, vacated streets or alleys adjacent in Story's Subdivision No. 2 now vacated.
8. Public rights of the United States, the State of Wisconsin or the City or County or any of their agencies in respect to that portion of the Site constituting the bed or the waters of the Menomonee River or the banks, shores or dock lines, wharves, piers, protection walls, bulkheads, or other structures pertaining thereto.
9. License agreement recorded February 2, 1927 as Document No. 1495619.
10. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to the City of Milwaukee, for water main purposes, recorded on May 8, 1929, as Document No. 1699045.
11. Covenants, conditions, restrictions, reservations and easements set forth in Quit Claim Deed recorded January 11, 1950 as Document No. 2911755.
12. License agreement recorded November 1, 1951 as Document No. 3066121.
13. Agreement by and between the County of Milwaukee and the City of Milwaukee recorded April 14, 1954 as Document No. 3286744, amended by Release recorded December 8, 1954 as Document No. 3351790.
14. Covenants, conditions, restrictions, reservations and easements set forth in Quit Claim Deed recorded April 19, 1955 as Document No. 3385060.

15. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to the City of Milwaukee, for storm sewer purposes, recorded on August 4, 1955, as Document No. 3417053.
16. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to the City of Milwaukee, for water main purposes, recorded on October 6, 1955, as Document No. 3434878.
17. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to the City of Milwaukee, for water main purposes, recorded on November 23, 1955, as Document No. 3448735.
18. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to the City of Milwaukee, for sanitary sewer purposes, recorded on October 23, 1956, as Document No. 3533573.
19. Agreement by and between Milwaukee County and the City of Milwaukee recorded November 2, 1956 as Document No. 3536847.
20. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Milwaukee County, for retaining wall piling purposes, recorded on February 13, 1959, as Document No. 3715909.
21. Conveyance of Rights in Land by Public Utility recorded April 8, 1960 as Document No. 3801493.
22. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Wisconsin Electric Power Company, for utility purposes, recorded on November 9, 1960, as Document No. 3845048.
23. Agreement by and between Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin corporation, and Sewerage Commission of the City of Milwaukee for the benefit of the Metropolitan Sewerage District of Milwaukee, recorded February 2, 1962 as Document No. 3930598.
24. License Agreement recorded January 18, 1963 as Document No. 4000016, amended by Assignment of License and Conveyance of Sewers recorded February 11, 1994 as Document No. 6906919.
25. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to the City of Milwaukee, for storm sewer purposes, recorded on January 28, 1964, as Document No. 4079652.
26. Easements set forth in Quit Claim Deed recorded June 29, 1984 as Document No. 5730037.
27. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Milwaukee Metropolitan Sewerage District (MMSD), for sewer purposes, recorded on August 20, 1987, as Document No. 6097554.

28. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Wisconsin Electric Power Company, for utility purposes, recorded on August 31, 1989, as Document No. 6307723.
29. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Wisconsin Electric Power Company, for utility purposes, recorded on September 22, 1989, as Document No. 6313935.
30. Rights of the City of Milwaukee and the Redevelopment Authority of the City of Milwaukee by reason of the fact that the Site is included in the Renewal Plan For The Milwaukee Road Shops Redevelopment Project. A certified copy of said Redevelopment Project accompanying approval resolutions of the Common Council of the City of Milwaukee and The Redevelopment Authority of the City of Milwaukee was recorded in the office of the Register of Deeds for Milwaukee County on January 10, 1990 as Document No. 6345137.
31. Easement recorded March 7, 1995 as Document No. 7059467.
32. Easement recorded March 7, 1995 as Document No. 7059468.
33. Conveyance of Rights in Land recorded July 13, 1995 as Document No. 7101786.
34. Easement Agreement by and between CMC Heartland Partners, a Delaware general partnership, and Milwaukee Metropolitan Sewerage District, a municipal corporation, recorded August 14, 1995 as Document No. 7113820, amended by Conveyance of Rights in Land recorded February 25, 2005 as Document No. 8965879.
35. License Agreement by and between Milwaukee County and the State of Wisconsin Department of Administration recorded December 31, 1996 as Document No. 7308805.
36. Deed of Modification and Release between the United States of America and Milwaukee County recorded April 10, 1997 as Document No. 7351068.
37. Declaration of Restrictive Covenants recorded July 3, 1997 as Document No. 7389196.
38. Memorandum of Agreement by and between Southeast Wisconsin Professional Baseball Park District and Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin limited partnership, recorded July 3, 1997 as Document No. 7389199.
39. Covenants, terms, conditions, restrictions and easements set forth in Quit Claim Deed recorded July 21, 1997 as Document No. 7395540.
40. Reciprocal Operating and Easement Agreement recorded December 17, 1998 as Document No. 7653362, amended by Amended and Restated Reciprocal Operating and Easement Agreement recorded January 11, 2016 as Document No. 10531386.
41. Declaration of Restrictive Covenants recorded December 17, 1998 as Document No. 7653363.

42. Notice of Assignment of Maintenance Payments Under Miller Park Lease recorded December 30, 1998 as Document No. 7659356.
43. Affidavit of Notice recorded November 12, 2003 as Document No. 8679305.
44. Right of Entry Agreement by and among the Southeast Wisconsin Professional Baseball Park District, Milwaukee Brewers Baseball Club, Limited Partnership, Redevelopment Authority of the City of Milwaukee, and the City of Milwaukee, recorded June 4, 2004 as Document No. 8798393.
45. Permanent Sewer, Permanent Access and Temporary Construction Easements recorded August 11, 2004 as Document No. 8841429.
46. Water Easement granted to the City of Milwaukee recorded October 20, 2005 as Document No. 9115212.
47. Miller Park Traffic Control Easement Agreement recorded January 12, 2006 as Document No. 9163917.
48. Miller Park Roadway Easement Agreement recorded January 24, 2008 as Document No. 9550964.
49. Valley Passage Service Road Easement Agreement recorded March 16, 2010 as Document No. 9854549.
50. Easement for the purposes and rights incidental thereto, as granted in a document, granted to Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies, for utility purposes, recorded on June 19, 2014, as Document No. 10369030.
51. Miller Park Sewer Easement Agreement recorded July 2, 2014 as Document No. 10373078.
52. Water Easement in Vacated Right-of-Way recorded July 23, 2015 as Document No. 10482418.
53. Miller Park Sewer Easement Agreement, Sanitary & Storm Sewer Easement through the Parking Lot and Bluff Park, recorded January 11, 2016 as Document No. 10531489.
54. Miller Park Water Main Easement Agreement, Water Main Easement through the Parking Lot, recorded January 11, 2016 as Document No. 10531491.
55. Quit Claim Deed of Facilities between the City of Milwaukee and The SE Wisconsin Professional Baseball Park District recorded November 15, 2016 as Document No. 10623345.
56. A leasehold as created by that certain lease dated September 18, 1998, executed by State of Wisconsin, State Building Commission, as lessor, and Southeast Wisconsin Professional Baseball Park District, as lessee, as referenced in the document entitled Memorandum of

Ground Lease Agreement, which was recorded December 17, 1998 as Document No. 7653360, for the term, upon and subject to all the provisions contained in said document, and in said lease, corrected by Corrective Memorandum of Ground Lease recorded January 14, 2005 as Document No. 8936568, and amended by First Amendment to Corrective Memorandum of Ground Lease recorded August 24, 2011 as Document No. 10026416.

57. A leasehold as created by that certain lease dated September 18, 1998, executed by Southeast Wisconsin Professional Baseball Park District, as lessor, and Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin limited partnership, as lessee, as referenced in the document entitled Amended and Restated Memorandum of Miller Park Lease Agreement, which was recorded December 17, 1998 as Document No. 7653361, for the term, upon and subject to all the provisions contained in said document, and in said lease.
58. Memorandum of Concessions Contract between Milwaukee Brewers Baseball Club, Limited Partnership (the "Landlord") and Milwaukee Sportservice, Inc. (the "Tenant"), recorded June 4, 1999 as Document No. 7752666.
59. Subordination, Attornment and Non-Disturbance Agreement between Southeast Wisconsin Professional Baseball Park District and Milwaukee Sportservice, Inc., recorded June 4, 1999 as Document No. 7752667.
60. Memorandum of Agreement by and between Milwaukee Brewers Baseball Club, a Wisconsin limited partnership, and Nextel West Corp., a Delaware corporation d/b/a Nextel Communications, recorded April 30, 2001 as Document No. 8056957.
61. Memorandum of Agreement by and between Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin limited partnership, and Telecorp Realty, L.L.C., a Delaware limited liability company, recorded April 30, 2003 as Document No. 8515377.
62. Assignment and Consent Agreement by and between Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin limited partnership, and Bank of America, N.A., recorded January 14, 2005 as Document No. 8936570.
63. Covenants, terms, conditions, restrictions, reversion clause, reservations and easements, including but not limited to reservation for right to enter upon premises to inspect, load and remove stockpiled rock and gravel that grantor retains ownership of, as set forth in the Quit Claim Deed conveyed to the State of Wisconsin recorded on December 31, 1996 as Document No. 7308803.
64. Recitals as shown on Assessor's Plat of Miller Park recorded December 21, 2016, Document No. 10634172. Reference is hereby made to said document for full particulars.
65. Covenants, conditions, restrictions and easements, and reservation of mineral rights and the right to make such use of the Easement Area, and to erect such buildings or other improvements thereon, as it may deem desirable but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry,

source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in Permanent Sewer Easement granted to Milwaukee Metropolitan Sewerage District, for constructing, operating, maintaining, repairing and reconstructing a sewer and its appurtenances, recorded on July 13, 2017, as Document No. 10691789.

66. Sewer Easement Agreement in Assessor's Plat of Miller Park, Lot 8 North of Selig Drive, East of S.44th Street and West of the Menomonee River (SE-2866) by and among the State of Wisconsin, by its Department of Administration (the State), the City of Milwaukee, a municipal corporation of the State of Wisconsin (City), the Southeast Wisconsin Professional Baseball Park District, a political subdivision of the State of Wisconsin (District) and The Milwaukee Brewers Baseball Club, Limited Partnership (Brewers), recorded on September 21, 2018 as Document No. 10813830.
67. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the Miller Park Water Main Easement Agreement WE-958 Water Main Easement in Assessor's Plat of Miller Park, Lot 11 East of Vacated S. 44th Street and North of Former Soo Line RR Co. Right of Way by and among the State of Wisconsin, by its Department of Administration (the State), the City of Milwaukee, a municipal corporation of the State of Wisconsin (City), the Southeast Wisconsin Professional Baseball Park District, a political subdivision of the State of Wisconsin (District) and The Milwaukee Brewers Baseball Club, Limited Partnership (Brewers) recorded on September 26, 2018 as Document No. 1081506.
68. Covenants, conditions and restrictions Quit Claim Deed and Restrictive Covenants by the City of Milwaukee, a Wisconsin Municipal Corporation to State of Wisconsin recorded on August 24, 2011, as Document No. 10026415.
69. A leasehold as created by that certain lease dated October 21, 1996, executed by State of Wisconsin, Department of Administration, as lessor, and Southeast Wisconsin Professional Baseball Park District, as lessee, as referenced in the document entitled Memorandum of Ground Lease Agreement, which was recorded July 3, 1997 as Document No. 7389194, for the term, upon and subject to all the provisions contained in said document, and in said lease and as Amended by First Amendment to Corrective Memorandum of Ground Lease recorded August 24, 2011 as Document No. 10026416.
70. Memorandum of Miller Park Lease Agreement dated December 31, 1996 by and between Southeast Wisconsin Professional Baseball Park District, a statutorily created instrumentality of the State of Wisconsin and Milwaukee Brewers Baseball Club, limited partnership, a Wisconsin Limited Partnership as recorded on July 3, 1997 as Document No. 7389198.

71. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the Warranty Deed and Plat recorded on July 1, 1921, as Document No. 1100413.
72. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the Quit Claim Deed recorded on July 1, 1921, as Document No. 1100414.
73. An Ordinance relating to the amendment of the Official Map of the City of Milwaukee recorded as Certified Copy of the Official Map Changes to the City of Milwaukee on June 18, 2015 as Document No. 10471676.
74. Final Order For Vacated Streets and Alleys in the City of Milwaukee, Milwaukee County, Wisconsin recorded June 16, 1959 as Document No. 3794513.
75. Quit Claim Deed for Public Street Dedication by the State of Wisconsin Department of Administration quit claims a street dedication to the City of Milwaukee as recorded June 16, 2015 as Document No. 10470893.
76. Recitals as shown on Certified Survey Map No. 2665 recorded April 11, 1975, Document No. 4950640, which among other things recites: Conditions, restrictions and easements. Reference is hereby made to said document for full particulars.
77. Ordinance No. 643.
78. License Agreement by and between Milwaukee County, a governmental corporation as Licenser and the State of Wisconsin Department of Administration as Licensee recorded December 31, 1996 as Document No. 7308804.
79. Redevelopment Plan Amendment No.1 Milwaukee Road Shops Redevelopment Project, Amendment to the Renewal Plan for the Milwaukee Road Shops Redevelopment Project recorded September 29, 2000 as Document No. 7968368.
80. Easement for the purposes and rights incidental thereto, as granted in Billboard Easement between Wisconsin Department of Natural Resources and Soo Line Railroad Company recorded December 18, 2006 as Document No. 9355567.
81. Easement for the purposes and rights incidental thereto, as granted in Corrected West Allis Easement and East-End Extension-Property Easement from Soo Line Railroad Company, a Minnesota corporation doing business as Canadian Pacific and The State of Wisconsin,

Department of Natural Resources, recorded on February 22, 2010, as Document No. 9847709.

82. Covenants, conditions, restrictions and easements, as set forth in Valley Passage Easement between Soo Line Railroad Company, a Minnesota corporation doing business as Canadian Pacific, the City of Milwaukee, a municipal corporation of the State of Wisconsin, the Redevelopment Authority of the City of Milwaukee, a body corporate and politic, the Wisconsin Department of Natural Resources and the Wisconsin Department of Transportation recorded on March 16, 2010, as Document No. 9854735.
83. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in Valley Passage Mural Agreement by and among the City of Milwaukee and the State of Wisconsin by its Department of Natural Resources recorded on March 16, 2010, as Document No. 9854831.
84. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in Access Easement Agreement by and among the State of Wisconsin Department of Administration, the Southeast Wisconsin Professional Baseball Park District, a political subdivision of the State of Wisconsin and the Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin limited partnership as Grantor and City of Milwaukee, a Wisconsin municipal corporation and P&H Mining Equipment Inc., a Delaware corporation add Grantees recorded on August 26, 2011, as Document No. 10026863.
85. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the Quit Claim Deed DOT to City Underpass, Underpass Wingwalls, Bridge from State of Wisconsin Department of Transportation to City of Milwaukee, a municipal corporation recorded on October 24, 2011, as Document No. 10045019.
86. Lis Pendens Notice of Pendency of City-Council Initiated Vacation recorded June 25, 2015 as Document No. 10473745.

87. Certified Resolution for Public Right of Way Vacation File No. 141870 to Vacate a portion of South 44th Street recorded July 24, 2015 as Document No. 10483254.
88. Covenants, conditions, restrictions and easements as set forth in Declaration of Access Easement by and among the State of Wisconsin, Department of Administration (the state), the Southeast Wisconsin Professional Baseball Park District, a political subdivision of the State Wisconsin (District) and the Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin limited partnership (the Club and together with the State and the District, as their interests appear, Declarant) recorded December 21, 2015 as Document No. 10526676.

EXHIBIT E

OCCUPANCY LICENSE AGREEMENT

OCCUPANCY LICENSE AGREEMENT

This Occupancy License Agreement, including Attachment(s) [INSERT] hereto (the “Agreement”), is made and entered into as of this ____ day of [INSERT month], [INSERT year], between the Milwaukee Brewers Baseball Club, L.P., a Wisconsin limited partnership (“Brewers” or “Licensor”), and [INSERT entity name], a [INSERT state of incorporation] [INSERT type of entity] (“Licensee”).

WHEREAS, American Family Field in Milwaukee, Wisconsin (the “Stadium”) is leased to the Brewers, who are responsible for substantially all operations of the Stadium;

WHEREAS, the Brewers have the right to permit others to use the Stadium for events;

WHEREAS, Licensee has certain rights with respect to presentation, production, and promotion of [INSERT event name], a [INSERT event description] (the “Event”);

WHEREAS, Licensee wishes to use the Stadium on [INSERT event date(s)] (the “Event Date(s)”) for the purpose of hosting such Event; and

WHEREAS, Licensee wishes to retain the Brewers and certain of its third party vendors to provide certain services as specified herein in connection with the Event.

NOW, THEREFORE, in consideration of the premises and the payments to be made as agreed in accordance with the Agreement, the Brewers and Licensee do hereby covenant and agree with each other as follows:

1. **Grant of License.**

1.1. **Premises.** On the Event Date(s), Licensee shall have the right to use the Stadium, and specifically [INSERT specific areas or refer to Attachment if there is one that outlines the Event areas], solely for the purposes of executing the Event.

1.2. **License Period.** Licensee shall have a non-exclusive license to use the Stadium from [INSERT start time and start date], through [INSERT end time and end date] (the “License Period”), for the purpose of setting up equipment for the Event, holding the Event, and removing all equipment and performing basic clean up of the Stadium. At the expiration or earlier termination of the License Period, Licensee will remove its personal goods and effects and will peaceably yield up to the Brewers the Stadium in the same good order, condition and repair as such Stadium was in on delivery to Licensee. Subject to the other terms hereof and the parties’ understanding and agreement that the Brewers will continue to conduct its ordinary business during the Term of this Agreement, access to and use of the Stadium whether by the Brewers or anyone else, shall not unreasonably interfere with preparations for, or the conducting of, the Event. The Brewers agree that no tours of the Stadium will be conducted on the Event Date(s).

1.3. **No Warranty.** Licensor does not warrant the fitness of the Stadium for the specific uses and purposes set forth in this Agreement. The taking of possession or use by Licensee of the Stadium shall constitute Licensee’s agreement that the Stadium, including the playing field and warning track, were in good repair and in satisfactory condition, fitness and order when possession or use was undertaken. The Brewers shall have the right to terminate this Agreement if, for any reason beyond the Brewers’ control, the

Stadium, in the Brewers' reasonable opinion, shall become unusable in whole or in part for the purpose of this Agreement; in the event of termination under this Section, the Brewers shall be entitled to reimbursement of all of their costs and expenses incurred in connection with the Event up to the date of termination and any Damages (as hereinafter defined); and thereafter, neither party shall have any claim against the other.

1.4. Event Marketing and Publicity. Any and all advertisements, displays, or other art of any kind created by, or on behalf of Licensee, pursuant to this Agreement shall be approved by Licensor in writing not less than five (5) days prior to the intended use or display date. Licensor reserves the right, in its sole discretion, to reject any such advertisements, displays, or other art of any kind, and to prevent the use of such rejected material by Licensee. Licensee shall have no right to cover any signage that exists in the Stadium and Stadium bowl.

1.5. Event Vendors. Licensee represents and warrants to Licensor that Licensee has valid, binding, and enforceable contracts with all vendors that will participate in the Event (the "Vendors"), under which contracts the vendors have agreed to participate in the Event, and pursuant to which Licensee has the right to enter into this Agreement and comply with its obligations hereunder. In no event shall the Brewers have any obligations to the Vendors under such agreement; Licensee shall be solely responsible therefor. In no event shall the Brewers have any liability with respect to Vendors; Licensee shall indemnify and hold the Brewers harmless with respect to any and all claims brought by or as a result of the Vendors or their guests (including agents, employees, and the like).

1.6. Trademarks and Logos. Licensee has no right to use the Licensor's trademarks or logos (including American Family Field) for any purpose whether in print or online without receiving express, written approval from the Brewers (and Major League Baseball Advanced Media, to the extent necessary).

1.7. Event Photos and Videos. Licensor shall have the unrestricted right to use any Event participant's name, likeness, image, and/or voice in any photos, videos, or other content captured by Licensor in connection with the Event.

2. Stadium Plan.

2.1. Capacities. The parties acknowledge and agree that the capacity for the Event [INSERT number (xxx)]; the parties agree that these numbers may be subject to change by mutual agreement of the Brewers and Licensee, provided they comply in all respects with applicable laws, codes, ordinances and regulations.

2.2. Event Order. The Brewers have prepared and Licensee has approved a detailed Stadium Event Order for the Event, attached as Attachment [INSERT], which Event Order includes: (a) the location of all areas which Licensee may utilize for the Event; (b) the maximum capacities of these areas; and (c) all event services required for the Event that will be provided by Brewers and/or its third party vendors and paid for by Licensee.

2.3. Services and Personnel. The Brewers, in conjunction with its applicable third-party vendors, where applicable, shall determine the required numbers of parking, concessions, guest services, and other personnel necessary at the Stadium for the Event. As between the Brewers and Licensee, Brewers shall be responsible for staffing, operations and sales of parking for the Event. Such personnel shall be employees of Brewers or working as or for a contractor of the Brewers.

2.4. Tickets. Except as provided for in Section 2.4.1 below, Licensee shall be solely responsible for all aspects of ticketing for the Event, including all software and hardware necessary for proper processing of Tickets for the Event on the Event Dates; provided, however, Licensee acknowledges and agrees that it shall be required to include ticket-back language provided by the Brewers on all tickets for the Event.

2.4.1. Licensee shall be solely responsible for imposing ticket surcharges for the Event in the amount of [INSERT Dollar amount (\$xxx.xx)] for each ticket sold and [INSERT Dollar amount (\$xxx.xx)] for each ticket sold that entitles the ticket holder to access a luxury suite or box on the Premises (collectively, the “Ticket Surcharges”). It shall also be Licensee’s sole responsibility to collect and deliver the Ticket Surcharges to the board of the Wisconsin Professional Baseball Park District, in accordance with s. 229.682(12)(a), Wis. Stats. Licensee shall indemnify and hold the Brewers harmless with respect to any and all claims brought by or as a result of Licensee’s failure to collect and deliver the Ticket Surcharges in accordance with this Section 2.4.1 and with s. 229.682(12)(a), Wis. Stats.

2.5. No Charge. The following persons shall be entitled to admission to the Event without charge: (a) employees of the Brewers, its concessionaire, or its contractors, but only if such persons are actually working during the Event, or whose presence during the Event is reasonably necessary as pre-approved in writing by the Brewers; (b) Licensee’s employees whose presence during the Event is reasonably necessary as pre-approved in writing by Licensee; and (c) contractual vendors of Licensee.

2.6. Limitations. No tickets will be sold in excess of the capacity determined by the parties. In the event Licensee commits to sell tickets in excess of the capacity, it shall be solely liable for settling such matters without accessing areas of the Stadium not expressly approved by the Brewers hereunder.

3. License Fee.

3.1. Deposit. Licensee shall pay to Licensor the total net amount of [INSERT Dollar amount (\$xxx.xx)] on or before [INSERT due date] as a deposit that will be applied to the final event balance (the “Deposit”).

3.2. Final Balance. Licensor shall provide Licensee with a final invoice for the Event, which shall include any additional charges incurred during the Event, as described in Paragraph 3.3, below, upon the conclusion of the Event. Licensee shall pay the remaining balance to Licensor in full no later than thirty (30) days after receipt of the final invoice.

3.3. Additional Charges. Licensee will be asked on the Event Order to either authorize or prohibit the Licensee’s on-site Event contact (the “On-Site Event Contact”) to request and approve added expenses, which may include, but are not limited to, food and beverage orders, additional rental hours, AV equipment, set-up services, or staffing. The Brewers expressly reserve the right to incur additional expenses on behalf of Licensee if the number of guests for the Event is inaccurate, or in the event such expenses are necessary for the interest or wellbeing of the Event guests. If there are any changes to the final Event Order, the Brewers will provide Licensee’s On-Site Event Contact with an updated Event Order, reflecting the new balance, for approval prior to processing the final payment.

3.4. Payment Methods. Licensee may pay the Deposit and final balance with a check or credit card as outlined on the corresponding Event Order. If a check for the estimated final expenses is provided prior to the Event Date(s), and additional charges are incurred during the Event, at the approval of the Licensee’s

On-Site Event Contact, Brewers shall provide Licensee with an invoice for the balance within ten (10) days following the Event.

3.5. Failure to Pay. If Licensee fails to pay any amounts by the specified due date, such amounts shall accrue interest until such failure has been cured at the lesser of (i) two percent (2%) per annum plus the then-applicable rate for ninety (90) day United States Treasury Bills or (ii) the highest rate permitted under law.

4. Cancellation. The parties hereto acknowledge and agree that, in the event of a government order prohibiting social gatherings or limiting the capacity of social gatherings is in effect and prevents Licensee or Licensor from hosting the Event on the now-scheduled date, Licensee shall receive a full refund of the Deposit or have the right to apply the Deposit toward a future event with Licensor occurring on or before [INSERT date]. If Licensee cancels the Event for any other reason less than ninety (90) days, but more than thirty (30) days prior to the Event, such cancellation shall result in forfeiture of the Deposit and Licensee shall be responsible for any additional expenses, including but not limited to rentals, AV equipment, and customized items, incurred on or behalf of the Licensee or otherwise relating to the Event, whether by Licensor, Sportservice, or any other third party. If Licensee cancels the Event less than thirty (30) days prior to the Event, such cancellation shall result in the forfeiture of the Deposit and all other fees incurred on behalf of the Licensee or otherwise relating to the Event, including any portion of the license fee not covered by the Deposit, AV equipment, and customized items, whether by Licensor, Sportservice, or any other third party.

5. Right to Void. Licensor expressly reserves the right to void this Agreement without any penalty whatsoever in the event any major event is scheduled to take place at American Family Field (a “Major Ballpark Event”) after the date hereof that requires the use of the Premises. For purposes of the Agreement, a Major Ballpark Event shall include, but not be limited to, concerts, charity events, any major or minor league baseball game, sponsor-related celebrations, etc., that Licensor, in its sole and absolute discretion, deems to be one for which voiding this Agreement is necessary or preferable. In the event that Licensor voids this Agreement for a Major Ballpark Event, Licensee shall have the right to reschedule the event for a future date, and any amounts paid by Licensee at the time of cancellation shall be held by Licensor as a credit to be used toward the rescheduled event.

6. Force Majeure. If either party fails to perform any of its obligations hereunder because of any cause beyond its control, including an act of God, a national emergency, the weather, a labor dispute (including a strike, lockout, or other work stoppage involving the Major League Baseball Players Association or any other labor organization), a governmental or court order (including an order prohibiting social gatherings or limiting the capacity of social gatherings on the now-scheduled date), or any other cause beyond the control of the parties (“Force Majeure”), then this Agreement shall be terminated and Licensee shall have the right to apply the Deposit to a future event with Licensor.

7. Event Operations.

7.1. On Field Actions. Licensee will take every reasonable precaution to prevent possible damage to the Stadium playing field at all times. In particular, Licensee will conform strictly to the following restrictions and agrees to inform all its personnel employed or participating in the Event of these restrictions:

7.1.1. Prior to commencing activities to set up equipment and apparatus for the Event within the Stadium, and again prior to removing all such equipment and apparatus from the Stadium, Licensee shall inform the grounds crew supervisor of Licensee's planned activities and procedures to complete such tasks, and the grounds crew supervisor must approve in advance any such actions or measures. Any such supervisor will also have the authority to permit or refuse admittance on the playing field and order any activity on the field to cease if in his or her reasonable opinion the activity may cause damage to the field.

7.1.2. Licensee will cause to be placed on the seating area, other areas of the Stadium playing field where the public is admitted and the area where the stage and backstage are located one layer of Terraplas and/or Terratrak Plus, except that plywood shall be placed in any area directed by Licensor.

7.1.3. No stakes or other objects may be driven into the playing field without the prior approval of the grounds crew supervisor present.

7.1.4. At the expense of Licensee, the Licensee, at the approval of Licensor, shall place fencing or barricades around the infield. Licensee shall be permitted to place a sound tower on the dirt portion of the infield. However, Licensee shall have no access to the grass portion of the infield. Licensee shall place fencing around the stage area.

7.1.5. The placement of the stage, any sound towers, and any mixing towers as well as the manner in which they are placed upon the playing field must be approved in advance by the Brewers.

7.1.6. There shall be no eating or smoking in the playing field area or any use of the unprotected grass areas.

7.2. Food Service/Concessions. [INSERT whether there will be third party food vendors, concessions, etc., or, if none, DELETE]

7.3. Alcohol Service. [INSERT whether there will be third party vendors, service by concessionaire, etc., or, if none, DELETE]

7.4. Announcements. Brewers reserve the right to make such announcements as the Brewers may deem necessary at any time during the Event or otherwise in the interest of public safety. Licensee will cooperate and will cause its agents to cooperate with the delivery of such announcements for public safety, including but not limited to announcements to require patrons to return to their seats. Absent a documented separate agreement between Licensee and Licensor stipulating responsibility over safety and security, Licensor shall have full command and control authority over such areas for the Event, and Licensor shall have Event-stop procedures for the Event, which procedures shall be made available to Licensee upon request.

7.5. Equipment. Licensee shall be required to exclusively use Arena Americas for any tenting, tables, dance floors, chairs, or other related rentals needed for the Event unless expressly agreed to be provided by Licensor.

7.6. Reimbursement. Licensee shall reimburse Licensor for services, equipment, and personnel provided by Licensor at the mutual agreement of the parties in connection with the Event. Licensee shall also be solely responsible for any and all costs incurred or to be incurred by the Club to remedy any theft

or damage caused to American Family Field or the Premises or any facilities, equipment, or fixtures of Licensor by reason of the Event.

7.7. Certain Actions.

7.7.1. Licensee shall not mar, deface, mark, paint, nail, erect upon, attach to, or install in or upon any part of the Premises or the Premises playing field any articles, fixtures, appliances, devices, signs, pictures, placards, notices, materials, or other property whatever without the prior written permission of the Brewers. Any such articles, fixtures, appliances, devices, signs, pictures, placards, notices, materials or other property permitted by the Brewers and any other property of Licensee shall be brought into, and removed at the expiration of the license period from, the Premises only at entrances and exits designated by the Brewers.

7.7.2. Licensee shall, and shall cause its servants, agents, employees, guests, and licensees to, abide by such reasonable rules and regulations as have been adopted by the Brewers for the use, occupancy and operation of the Premises and comply with all applicable laws, ordinances and regulations. Licensee acknowledges and agrees that the Brewers intend to establish a zero-tolerance policy with respect to behavior of its servants, agents, employees, guests, and licensees.

7.8. No Obstruction. Licensee shall keep all portions of the sidewalks, entrances, passages, vestibules, halls and all ways of access to public utilities in the Premises unobstructed, and Licensee shall not use such areas for any purpose other than ingress and egress to and from the Premises. Licensee shall not obstruct the doors, stairways or openings into any place in the Premises structure, including hallways, corridors and passageways, except for the area designated as “Strait Land” or with the written consent of the Brewers.

7.9. Non-smoking Policy. There shall be no smoking on the Premises.

8. Independent Contractors. Nothing in this Agreement constitutes or creates an agency relationship, a partnership, or a joint venture between or among the parties. The parties intend their relationship to be that of independent contractors with respect to the Event, and neither party is authorized to bind the other party.

9. Indemnification and Insurance.

9.1. Indemnification. Licensee agrees to indemnify and hold harmless the Brewers and the Wisconsin Professional Baseball Park District and their respective partners, elected and appointed officials, directors, officers, employees, agents and owners (collectively, the “Indemnitees”), from all claims, liabilities, costs and expenses, including reasonable attorneys’ fees and court costs, that result, in whole or in part, from any alleged or actual (a) inaccuracy of any of Licensee’s representations or warranties, or breach by Licensee of any provision of this Agreement or the Existing Agreement, (b) act, failure to act, or negligence or other actionable fault on the part of Licensee, its vendors and subcontractors, or Performer at the Event or any of their respective directors, officers, employees, agents or contractors, or (c) death or injury to any person, or loss of the use of or damage to the property of any person or entity, arising out of, related to or occurring during the course of the Event or Licensee’s use, operation or occupation of the Premises. Licensee also agrees to reimburse the Indemnitees for any and all expense and loss from damage to property owned by or in which the Indemnitees have any interest that results, in whole or in part, from one or more of the foregoing causes. These indemnities shall apply notwithstanding the joint, concurring or contributory fault or negligence of the Indemnitees and notwithstanding any theory of law including, without limitation, a

characterization of the Indemnitees' negligence or other fault as either active or passive in nature. The expiration or termination of this Agreement shall not affect the continuing obligations of Licensee as an indemnitor hereunder. The foregoing indemnification shall not apply to the extent that any claims arise from the negligence or willful misconduct of the Brewers or their agents, employees or representatives.

9.2. Insurance. Licensee shall comply with the insurance requirements attached hereto as Attachment A.

10. Non-Discrimination Compliance with the Law.

10.1. Non-Discrimination. Licensee will not discriminate against any employee or applicant for employment because of race, religion, color, or national origin in connection with the preparation for and conduct of the Event. Licensee, its agents or employees shall not discriminate because of race, religion, color or national origin against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by the general public, nor shall Licensee, its agents and employees publicize the accommodations, facilities, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, religion, color or national origin. Licensee will comply with the provisions of all applicable federal, state and municipal laws and ordinances with respect to non-discrimination. Licensee shall use commercially reasonable efforts to utilize vendors, suppliers and other subcontractors that qualify as minority and women owned businesses, and to otherwise utilize individual workers reflecting cultural and ethnic diversity.

10.2. Compliance. Subject to the provisions contained above, during the Term of this Agreement, Licensee will comply in all respects with all laws and regulations that impose any duty upon the Brewers or Licensee with respect to the Stadium or the use and occupation thereof, including, but not limited to, the obtaining of all Event-related permits and licenses required in connection with the use of the Stadium. The Brewers make no representation that such permits and licenses can be obtained and shall have no liability to Licensee if such permits and licenses are not granted. Licensee shall use reasonable efforts to ensure that Licensee's agents, employees, contractors, licensees, visitors, and others using the Premises through the rights of Licensee herein shall likewise conform to such laws, ordinances and regulations, and Licensee shall be responsible to the Brewers for any damage or injury arising through a breach thereof except to the extent any such damage or injury arises out of the negligence or willful misconduct of the Brewers, its agents, employees, or contractors. Notwithstanding the foregoing, as between Licensee and the Brewers, the Brewers are responsible for any licenses and permits related to the day-to-day operation of the Stadium for events other than the Event.

11. Costs. Each of the parties shall bear its own attorneys' fees in connection with the preparation of this Agreement. If either party commences a suit, proceeding or other action against the other party as a result of such party's failure to comply with any term of this Agreement or to otherwise enforce the terms of or either party's rights under this Agreement, then the prevailing party shall recover all damages provided by law, all costs and disbursements provided by statute and all costs actually incurred in connection therewith, including reasonable, outside attorneys' fees.

12. Certain Disclaimers; Property Matters.

12.1. Licensee Property. The Brewers may, in their sole discretion, accept a delivery of property addressed to Licensee shipped or otherwise delivered to the Brewers either prior to, during or subsequent to the use of the Stadium by Licensee. If the Brewers accept such delivery or otherwise hold property at the request of Licensee, then they shall do so only as an accommodation to Licensee. Licensee hereby releases the Indemnites from any and all liability and obligation for any loss or damages by negligence, theft or otherwise to any such property that may be sustained by reason of the receipt, handling, care or storage of such property or otherwise except to the extent such claims arise from the willful misconduct of the Brewers or their agents, employees, contractors or representatives.

12.2. Lost Property. The Brewers shall have the full right to collect and have custody of all articles left on the Premises by persons attending the Event. The Brewers shall not be responsible for any property left on the Premises by Licensee after the last day of occupancy hereunder. Furthermore, any property left on the Premises by Licensee, after a period of three (3) days from the last day of occupancy hereunder, shall be deemed abandoned and become property of the Brewers. Licensor shall notify Licensee of property inadvertently left at the Premises and give Licensee a reasonable opportunity to remove same prior to storage or disposal by Licensor.

12.3. Right to Repair; Defects. The Brewers shall have no liability to Licensee by reason of any inconvenience, annoyance, interruption or injury to business arising from the Brewers making any repairs or changes that the Brewers are required or permitted by this Agreement or any pre-existing agreement to which they are a party, or required by law to make in or to any portion of the Stadium or in or to the fixtures, equipment or appurtenances of the Stadium, provided that the Brewers shall perform such work, except in the case of an emergency, at times reasonably convenient to Licensee and otherwise in such manner as will not interfere materially with Licensee's use of the Stadium. Specifically, Licensee acknowledges that during its occupancy of the Stadium hereunder, the Brewers will be replacing portions of the grass at the Stadium. Licensee waives any claim for damages or compensation against the Brewers except for a breach of an express covenant, and **IN NO EVENT SHALL THE BREWERS BE LIABLE FOR CONSEQUENTIAL DAMAGES.**

12.4. Risk of Loss. Licensee will use and occupy the Stadium in accordance with this Agreement at its sole risk, and the Brewers shall have no responsibility or liability for any loss (by theft or otherwise) of or damage to fixtures or other property of Licensee, its agents, employees, contractors, licensees, visitors or invitees except to the extent that such damages arise from the willful misconduct of the Brewers or their agents, employees, contractors or representatives.

13. Certain Rights of Brewers.

13.1. Authority to Eject. The Brewers reserve the right, but not the duty, through authorized personnel, to eject any objectionable person or persons from the Premises, within their reasonable discretion, and Licensee hereby waives any and all claims for damages against the Indemnities resulting from the exercise of this authority except to the extent that such damages arise from the willful misconduct of the Licensor or their agents, employees, contractors, or representatives. In the event that such objectionable persons are employees, agents or contractors of Licensee, Licensor shall provide Licensee with a reasonable opportunity to remedy the problem prior to the removal by Licensor.

13.2. Right of Entry. In addition to the Brewers' right of entry under any other provision of this Agreement, Licensee recognizes that any authorized representative of the Brewers and any safety or

security personnel has the right to enter the Premises at any time for any valid or reasonable business purpose, including without limitation to (i) inspect the Premises to determine whether Licensee has complied or is complying with the Terms and conditions of this Agreement; (ii) carry out any purpose necessary, incidental or connected with the performance of the Brewers' obligations; and (iii) make any necessary repairs to the Premises and perform any work on the Premises that may be necessary by reason of Licensee's failure to make any such repairs or perform any such work and provided that Licensor and its agents shall not unnecessarily disturb the privacy of the Performers and in areas and circumstances where the artists have a reasonable expectation of privacy (including, without limitation, during sound checks and in private hospitality areas and dressing rooms). Nothing contained in this Section shall create or imply any duty upon the part of the Brewers to make any such repairs or perform any such work, and the performance of such repairs or work by the Brewers shall not constitute a waiver of Licensee's failure to perform such work or repairs.

13.3. Health, Safety and Welfare. The Brewers reserve the right to determine and require in their sole discretion any matter, condition or prerequisite necessary for the health, safety, or welfare of any persons in attendance at the Event or the preservation of the integrity of the Stadium.

14. Miscellaneous.

14.1. No Liability. The Brewers shall have no liability or obligation to any person or entity by reason of any financial loss incurred in connection with the Event, and Licensee shall hold the Brewers harmless from any claims made by any party in connection therewith.

14.2. Failure to Object Not a Waiver. No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

14.3. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given if: (a) delivered personally to an officer of the party to be notified; (b) sent by email to the email address(es) set forth below; or (c) sent by overnight courier or United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Licensee:

[INSERT information]

If to Licensor:

Milwaukee Brewers Baseball Club
One Brewers Way
Milwaukee, Wisconsin 53214
Attention: Rick Schlesinger, President – Business Operations
Email: rick.schlesinger@brewers.com

And

Milwaukee Brewers Baseball Club
One Brewers Way

Milwaukee, Wisconsin 53214
Attention: Legal Department
Email: kate.rock@brewers.com

Or to such other address(es) or email address(es) as may be designated by either party hereto by written notice to the other as hereinabove provided.

14.4. Agreement Not Assignable. Except as otherwise provided in this Agreement, no party hereto may assign its rights or obligations under this Agreement to any other person or entity without the prior written consent of the other party or parties hereto, which consent must not be unreasonably withheld; provided however, it shall be unreasonable for either party to withhold consent of an assignment by either party to its parent company or an affiliated party under common ownership and control as such party.

14.5. Successors and Assigns. Without limiting the restrictions contained in Section 14.4 above, this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, representatives and assigns of the parties.

14.6. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions of this Agreement provided that the material terms of this Agreement can be given their intended effect without the invalid provisions, and to this extent the provisions of this Agreement are declared to be severable.

14.7. Governing Law; Forum Selection Clause. This Agreement and the parties' conduct arising out of or related to it shall be governed by the laws of the State of Wisconsin, without regard to its choice of law rules. Any dispute arising out of or related to this Agreement must be brought in federal or state court located in Milwaukee County, Wisconsin, and the parties hereby consent to the exclusive jurisdiction and venue of such forum and waive any objections either of them may otherwise have relating to personal jurisdiction or venue in such courts. The parties hereto acknowledge that they all shall be required to abide by all tax and other performance related requirements mandated by the laws or regulations of the State of Wisconsin, including, but not limited to, s. 229.682(12)(a), Wis. Stats.

14.8. Counterparts. Counterparts / Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

MILWAUKEE BREWERS BASEBALL CLUB, L.P.
(“Brewers” or “Licensor”)

By: _____
Rick Schlesinger
President – Business Operations

[INSERT]
(“Licensee”)

By: _____

Name: _____

Title: _____

ATTACHMENT A

INSURANCE REQUIREMENTS

Licensee must obtain, and continuously maintain, at its own expense, and require each of its own subcontractors to obtain and maintain, the following insurance policies:

1. Workers' Compensation Insurance (or its equivalent in the country in which it operates) in compliance with state statutory laws, covering employees, volunteers, temporary workers and leased workers, including Employers' Liability with minimum limits of:

\$1,000,000 Each Accident;
\$1,000,000 Disease - Each Employee;
\$1,000,000 Disease - Policy Limit.

2. An Insurance Services Office (or its equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury including damage to premises rented to you, contractual liability and products/completed operations liability coverage with minimum limits of:

\$1,000,000 Each Occurrence;
\$2,000,000 General Aggregate;
\$2,000,000 Products/Completed Operations Aggregate.

Products completed/operations insurance shall be maintained for a minimum period of three (3) years after final payment and Licensee shall continue to provide evidence of such coverage to Licensor on an annual basis during the aforementioned period.

3. Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$1,000,000 Each Accident.
4. Umbrella Liability in excess of 1, 2, and 3, with minimum limits of:

\$10,000,000 Each Occurrence;
\$10,000,000 General Aggregate.

All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. Licensor and each of its subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Licensor, and its and their directors, officers and employees, the Office of the Commissioner of Baseball (the "BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., MLB Online Services, Inc., The MLB Network, LLC, Tickets.com, LLC, the Major League Baseball Licensors (the "Licensors"), and each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Licensors or the BOC, and the directors, officers, employees and agents of the foregoing entities ("Additional Insureds") must be named as additional insureds on the Commercial General Liability, Commercial Automobile and Umbrella Liability Policies. Additional insured coverage shall be extended to include products and completed operations coverage. All liability

insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). The Commercial General Liability and Umbrella Liability policies shall not include any exclusions or limitations for: (1) third-party-over actions; or (2) communicable disease, including but not limited to COVID-19, coronavirus or other related or similar illnesses or conditions. Licensee's liability policies shall include no exclusion for claims by employees of any of Licensee's contractors, subcontractors or independent contractors. Further, coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of \$25,000 and any/all deductibles shall be the sole responsibility of the Licensee and shall not apply to the Additional Insureds. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. Licensee shall provide the Licensors with at least 30 days' written notice if any of the required policies are cancelled or not renewed. Licensee shall furnish the Licensors with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the use of the premises. Licensee shall provide Licensors with copies of its insurance policies and/or endorsements upon request. If any of the required policies are written on a claims-made basis, Licensee shall maintain such coverage under equivalent terms and conditions for a period of three (3) years after termination of the Agreement and provide evidence of such coverage on an annual basis during the three (3) year period. Licensors reserve the right to review all coverages on an annual basis throughout the Term of this Agreement and, in its discretion, require Licensee to obtain additional types or increased limits of insurance. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification herein made by Licensee. Any actions, errors or omissions that may invalidate coverage for Licensee shall not invalidate or prohibit coverage available to the Additional Insureds. Receipt by the Licensors of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.

EXHIBIT F

MEMORANDUM OF THIRD AMENDED AND RESTATED LEASE

**MEMORANDUM OF THIRD AMENDED
AND RESTATED AMERICAN FAMILY
FIELD LEASE AGREEMENT**

Document Number

Recording Area

Name and Return Address

Joseph S. Rupkey, Esq.
Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202

See Exhibit A

Parcel Identification Number (PIN)

**MEMORANDUM OF THIRD AMENDED AND RESTATED
AMERICAN FAMILY FIELD LEASE AGREEMENT**

THIS MEMORANDUM OF THIRD AMENDED AND RESTATED AMERICAN FAMILY FIELD LEASE AGREEMENT (this “Memorandum”) is hereby entered into by and between the **WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT**, a body corporate and politic existing under and by virtue of Subchapter III of Chapter 229 of the Wisconsin Statutes created by 1995 Wisconsin Act 56 and reconstituted by 2023 Wisconsin Act 40 (the “District”), and the **MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP**, a Wisconsin limited partnership (the “Team”), and is effective as of the ____ day of December, 2024 (the “Effective Date”).

W I T N E S S E T H :

WHEREAS, the District and the Team are parties to that certain Memorandum of Amended and Restated Miller Park Lease Agreement dated as of June 30, 2004, and recorded in the office of the Milwaukee County Register of Deeds on August 2, 2004, as Document No. 08834644, as modified by (i) Corrective Memorandum of Amended and Restated Miller Park Lease Agreement dated as of June 30, 2004, and recorded in the office of the Milwaukee County Register of Deeds on January 14, 2005, as Document No. 08936569, and by (ii) First Amendment to Corrective Memorandum of Amended and Restated Miller Park Lease Agreement dated as of August 18, 2011, and recorded in the office of the Milwaukee County Register of Deeds on August 26, 2011, as Document No. 10026862 (collectively, the “Existing Memorandum”), encumbering the Stadium Complex more particularly described therein; and

WHEREAS, effective as of the Effective Date, the District and the Team entered into a Third Amended and Restated American Family Field (f/k/a Miller Park) Lease Agreement (the “Restated Lease Agreement”) that amended and restated, in its entirety, the agreement of the parties memorialized of record by the Existing Memorandum and, in connection therewith, the parties desire to enter into this Memorandum to amend and restate, in its entirety, the Existing Memorandum.

NOW, THEREFORE, in consideration of the terms and provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows.

1. **Certain Definitions.** All capitalized terms used in this Memorandum but not otherwise defined herein shall have the meanings ascribed to them in the Restated Lease Agreement.

2. **Real Estate Affected by the Restated Lease Agreement.** The “Stadium Complex” is comprised of that certain real estate situated in the City of Milwaukee, Milwaukee County, Wisconsin, which real estate is more particularly described on Exhibit A attached hereto (the “Site”), and all improvements of every kind and nature now or hereafter located thereon (the “Stadium Project”). The District has subleased the Site to the Team and leased to the Team all

of the District's Ownership Interest (as defined in the Restated Lease Agreement) in and to the Stadium Project.

3. **Term.** The term of the Restated Lease Agreement will expire on December 31, 2050, unless otherwise terminated as provided in the Restated Lease Agreement. Provided the Restated Lease Agreement has not been terminated and the Team is not then in default thereunder, the Team has the right to extend the term of the Lease for one (1) consecutive period of two (2) years.

4. **Rent.** Rent shall be in such amount and shall be paid as provided in the Restated Lease Agreement.

5. **Restated Lease Agreement Controlling.** This Memorandum is only a summary of some of the terms and conditions contained in the Restated Lease Agreement and is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Restated Lease Agreement, all of which are incorporated herein in full by this reference. It is understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Restated Lease Agreement shall in all events control the relationship between the District and the Team with respect to the subject matter therein contained.

6. **Prime Memorandum.** This Memorandum supersedes and replaces in its entirety the Existing Memorandum.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the Effective Date.

DISTRICT:

**WISCONSIN PROFESSIONAL BASEBALL
PARK DISTRICT**

By: _____
Name: _____
Title: _____

TEAM:

**MILWAUKEE BREWERS BASEBALL
CLUB, LIMITED PARTNERSHIP**

By: Milwaukee Brewers Holdings LLC,
its General Partner

By: MLA Sports, LLC, its Manager

By: _____
Name: Mark L. Attanasio
Title: Manager

[acknowledgments appear on following page]

ACKNOWLEDGMENT OF THE DISTRICT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

 This instrument was acknowledged before me on this _____ day of December, 2024, by _____, as _____ of WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT, a statutorily created instrumentality of the State of Wisconsin.

[NOTARIAL SEAL]

Name Printed: _____
Notary Public, County of Milwaukee
My commission expires: _____

ACKNOWLEDGMENT OF THE TEAM

STATE OF _____)
) ss.
COUNTY OF _____)

 This instrument was acknowledged before me on this _____ day of December, 2024, by Mark L. Attanasio, as Manager of MLA Sports, LLC, as Manager of Milwaukee Brewers Holdings LLC, the General Partner of MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP, a Wisconsin limited partnership.

[NOTARIAL SEAL]

Name Printed: _____
Notary Public, County of _____
My commission expires: _____

This instrument was drafted by, and after recording should be returned to, Joseph S. Rupkey of Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

EXHIBIT A

Legal Description of the Site

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Assessor's Plat of Miller Park, recorded on December 21, 2016, as Document No. 10634172, being All of HS Story's Subdivision and Story's Subdivision No. 2, located and including part of the NE 1/4 of the SE 1/4, SE 1/4 of the SE 1/4 and also part of the SW 1/4 of the SE 1/4, NW 1/4 of the SE 1/4, and the SE 1/4 of the SW 1/4 all in Section 26, and part of the SW 1/4 of the NE 1/4, NW 1/4 of the NE 1/4, NE 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4, and the NE 1/4 of the NW 1/4, all in Section 35, and part of the SW 1/4 of NW 1/4, and NW 1/4 of the NW 1/4 and the NE 1/4 of the NW 1/4, and the SE 1/4 of the NW 1/4 all in Section 36, all in Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, State of Wisconsin.

Address: 120 N. Story Parkway
Tax Key No. 4220001000 (Lot 1)

Address: 446 N. Story Parkway
Tax Key No. 4220002000 (Lot 2)

Address: 446 N. Story Parkway
Tax Key No. 4220003000 (Lot 3)

Address: 554 S. 44th Street
Tax Key No. 4220004000 (Lot 4)

Address: 4531 W. Clybourn Street
Tax Key No. 4220005000 (Lot 5)

Address: 451 N. 44th Street
Tax Key No. 4220006000 (Lot 6)

Address: 301 N. 44th Street
Tax Key No. 4220007000 (Lot 7)

Address: 110 S. 44th Street
Tax Key No. 4220008000 (Lot 8)

Address: 301 S. 44th Street
Tax Key No. 4220009000 (Lot 9)

Address: 201 S. 46th Street
Tax Key No. 4220010000 (Lot 10)

Address: 618 S. 44th Street
Tax Key No. 4220011000 (Lot 11)

Address: 500 S. 44th Street
Tax Key No. 4220012000 (Lot 12)

EXHIBIT G
BALLPARK PROJECT PLAN

EXHIBIT G
BALLPARK PROJECT PLAN

Project No.	Lease Year	Source	Category¹	Planned Project and Description	Estimated Cost²
2	2025	VSG	A&I	Field Level Concourse area behind home plate (Guest Relations/First Aid, Home Plate Gate Area, including MEP, surfaces, finishes, fixtures, other materials, and equipment	\$990,000
4	2025	VSG	A&I	(Signage) Wayfinding, including replacement of all interior concourse wayfinding and room identification signage as well as adding signage to enhance the fan experience by improving directional information	\$2,500,000
10	2025	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$250,000
11	2025	VSG	TECH	IPTV Distribution (cable, switch, edge devices)	\$350,000

¹ Categories are derived from the Capital Plan prepared by Venue Solutions Group (“VSG”), the firm that undertook a facility assessment of American Family Field that served, in part, as the basis for the legislative amendments in 2023 Wisconsin Act 40 and 2023 Wisconsin Act 41. The categories are as follows: Architecture & Interiors (“A&I”); Mechanical, Electrical, Plumbing & Fire Protection (“MEPFF”); Structure (“ST”); Technology (“TECH”); Vertical Transportation (“VT”); Roofs (“ROOF”); Concessions Infrastructure (“CI”); and Miscellaneous (“MISC”). The category “WINT” refers to the planned winterization of the ballpark, which will be funded from the Segregated Reserve Account, with any remaining funds to be returned to the Segregated Reserve Account. The category “SGS” refers to planned Social Gathering Space projects intended to enhance the ballpark experience and to field a competitive product, including social gathering, season seat-holder, and other environments appealing to the Wisconsin fanbase.

² “Estimated Cost” represents the parties’ good faith cost estimate as of the time the Planned Project is included (or updated) in the Ballpark Project Plan and shall not limit the scope of such Planned Project or impose a monetary floor or cap on the District’s obligation to perform such Planned Project or to fund such Planned Project through the Segregated Reserve Account. Increases or decreases from the “Estimated Cost” shall not be grounds for removal of such Planned Project from the Ballpark Project Plan or for modification of the scope or timing of the Planned Project. Removal or modification may be affected, if at all, in accordance with the terms and conditions of the Lease, including, but not limited to Sections 11.1(a) and 11.3.

Project No.	Lease Year	Source	Category ¹	Planned Project and Description	Estimated Cost ²
14	2025	VSG	TECH	Augment Access & Intrusion System, including additional proximity readers, panels, and cabling to safeguard all restricted areas of the Ballpark and comply with MLB recommendations and secure assets according to industry best practices	\$200,000
18	2025	VSG	MISC	Major League Baseball (MLB), including but not limited to compliance with all recommendations and requirements of the MLB Best Stadium Operating Practices document, MLB Baseball Operations directives and recommendations, Guest Experience recommendations and League-wide best practices and all other direction from MLB-Office of the Commissioner ("MLB Requirements")	\$833,400
139	2025	VSG	A&I	Upgrade/Construct an Umpire Locker Room Space that provides for female umpires as part of an MLB crew	\$524,046
19	2025	VSG	MISC	Governmental Code Requirements	\$833,400
20	2025	VSG	MEPFF	HVAC Equipment Replacement, including CRU's, AHU's, Fans, Packaged Units, FCU's, VAV's, VFD's & Pumps	\$505,000
22	2025	VSG	MEPFF	Interior/Exterior Lighting - Replace interior and exterior lighting fixtures and convert to LED on concourses, restrooms, ramps, stairwells, plazas, walkways, and parking lots	\$840,611
24	2025	VSG	MEPFF	Renovate Restrooms - Club Level, including replacement of finishes, fixtures, pipes, mirrors, partitions, and updating to meet current public health standards	\$1,245,816

Project No.	Lease Year	Source	Category ¹	Planned Project and Description	Estimated Cost ²
26	2025	VSG	ST	Parking Lots - Pavement resurfacing and repairs – Yount Lot	\$661,952
27	2025	VSG	ST	Replace Pedestrian Walkways from East Lots to Ballpark Plaza	\$450,000
28	2025	VSG	ST	DHS Safety Act Compliance, including the addition of rated physical barriers to harden the Ballpark perimeter according to the vehicle vector and blast analysis conducted by Karagozian & Case, as well as security screening equipment and all other technologies and countermeasures required for DHS Safety Act certification	\$600,000
29	2025	VSG	TECH	Audio Playback Source Replacement	\$5,034
30	2025	VSG	TECH	Replace Concourse & Restroom Speakers on all levels	\$503,360
31	2025	VSG	TECH	Scoreboard Control Room Infrastructure Replacement/Upgrade	\$1,195,480
33	2025	VSG	TECH	(IT) LAN Core	\$375,000
34	2025	VSG	TECH	(IT) LAN Access Switches	\$100,000
35	2025	VSG	TECH	Video Surveillance – Replace/Upgrade and Add CCTV Cameras/Workstations, other technologies and required infrastructure	\$1,500,000
35.1	2025		ST	Expansion joint replacement	\$275,000
35.2	2025		MEPFF	Replace water valves	\$50,000
35.3	2025		A&I	Plaza trash and recycling receptacles	\$25,000
35.4	2025		A&I	Exterior playground equipment replacement	\$300,000
35.5	2025		A&I	Additional bathroom for FL office entrance	\$250,000
35.6	2025		TECH	Update audio broadcast infrastructure	TBD
35.7	2025		MEPFF	Chiller plant expansion/piping	TBD
37	2025	VSG	VT	(Miscellaneous) Elevator, Escalator and Lift Equipment Replacements	\$750,000

Project No.	Lease Year	Source	Category¹	Planned Project and Description	Estimated Cost²
38	2025	VSG	ROOF	Retractable Roof Mechanized Systems	\$500,000
39	2025	VSG	CI	Replace walk-in and reach-in coolers and freezers as well as related infrastructure	\$1,460,751
201	2025	VSG	A&I	Construct a Sensory Room, accessible to fans with special needs, comparable to those in other MLB and NBA venues	\$661,142
42	2025	Legislation	WINT	Stadium winterization - The Grumman Butkus Associates design specifies the ability to maintain a Seating Bowl temperature of 68° for winter events inside American Family Field when the outdoor temperature is -10°. The WE Energies services to the Ballpark would need to be upgraded to achieve the required capacity for utilities. Additionally, new equipment such as air handling units, electrical distribution, controls, and soft costs (design, permitting and contingency) will be included in the specification. Building envelope and Public Entrance area improvements necessary to maintain the basis of design are included.	\$25,000,000

Project No.	Lease Year	Source	Category ¹	Planned Project and Description	Estimated Cost ²
43	2025	Legislation	SGS	Social Gathering Space and further Service Level renovations to include season seat-holder fulfillment, and other environments appealing to the market as well as additional spaces, technologies, and amenities to not only keep the Ballpark relevant, but also to consistently provide a competitive product on the field will be designed, developed, and constructed. The construction of such spaces will include all required surfaces, finishes, fixtures, furniture, equipment, materials, technology, and supporting infrastructure.	\$10,000,000
43.1	2026		MISC	Environmental management /storm water permit management	\$100,000
43.2	2026		ROOF	Retractable roof routine maintenance and repairs	\$400,000
44	2026	VSG	A&I	Field Level - Replace Seats (Bleachers)	\$129,615
46	2026	VSG	MEPFF	HVAC Equipment replacement, including CRU's, AHU's, Fans, Packaged Units, FCU's, VAV's, VFD's & Pumps	\$239,788
47	2026	VSG	MEPFF	(HVAC Equipment) Building Automation System (complete system replacement including infrastructure)	\$1,245,816
48	2026	VSG	MEPFF	Interior/Exterior Lighting - Replace interior and exterior lighting fixtures and convert to LED on concourses, restrooms, ramps, stairwells, plazas, walkways, and parking lots	\$865,830
49	2026	VSG	MEPFF	Replacement of the Lighting Controls system	\$259,230
50	2026	VSG	MEPFF	Renovate Restrooms - Field Level, including replacement of finishes, fixtures, pipes, mirrors, partitions, and updating to meet current public health standards	\$2,721,919

Project No.	Lease Year	Source	Category ¹	Planned Project and Description	Estimated Cost ²
51	2026	VSG	MEPFF	Replace Domestic Water Heaters	\$7,550
52	2026	VSG	ST	Parking Lots - Pavement resurfacing and repairs – Molitor Lot	\$721,260
53	2026	VSG	ST	Expansion joint replacement on concourse	\$324,038
7	2026	VSG	ST	Joint sealant replacement	\$159,135
54	2026	VSG	ST	DHS Safety Act Compliance, including the addition of rated physical barriers to harden Ballpark the perimeter according to the vehicle vector and blast analysis conducted by Karagozian & Case, as well as security screening equipment and all other technologies and countermeasures required for DHS Safety Act certification	\$4,900,000
27.1	2026	VSG	ST	Replace Pedestrian Walkways form East Lots to Ballpark Plaza	\$312,300
55	2026	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$129,615
36	2026	Capital Improvement	TECH	(IT) Replace/Upgrade Ballpark and Site Wi-Fi System to MLB standards required for public safety and fan experience (Not in VSG)	\$5,000,000
56	2026	VSG	TECH	LAN Access Switches	\$103,692
57	2026	VSG	TECH	Video Surveillance – Replace/Upgrade CCTV Cameras	\$1,500,000
58	2026	VSG	VT	(Miscellaneous) Elevator, Escalator and Lift Equipment Replacements	\$500,000
59	2026	VSG	ROOF	Retractable Roof Mechanized Systems	\$1,675,000
15	2026	VSG	ROOF	(MR-4) Main Roof (3rd Base Line)	\$528,000
60	2026	VSG	MISC	MLB Requirements	\$833,400
61	2026	VSG	MISC	Governmental Code Requirements	\$833,400

Project No.	Lease Year	Source	Category ¹	Planned Project and Description	Estimated Cost ²
62	2026	Legislation	SGS	Social Gathering Space and further Service Level renovations to season seat-holder fulfillment, and other environments appealing to the market as well as additional spaces, technologies, and amenities to not only keep the Ballpark relevant, but also to consistently provide a competitive product on the field will be designed, developed, and constructed. The construction of such spaces will include all required surfaces, finishes, fixtures, furniture, equipment, materials, technology, and supporting infrastructure.	\$10,000,000
62.1	2027		MISC	Environmental management /storm water permit management	\$100,000
62.2	2027		ROOF	Retractable roof routine maintenance and repairs	\$400,000
63	2027	VSG	MEPFF	Replace Hot Water Boilers Replacement	\$267,007
64	2027	VSG	MEPFF	HVAC Equipment replacement, including CRU's, AHU's, Fans, Packaged Units, FCU's, VAV's, VFD's & Pumps	\$246,982
65	2027	VSG	MEPFF	Interior/Exterior Lighting - Replace interior and exterior lighting fixtures and convert to LED on concourses, restrooms, ramps, stairwells, plazas, walkways, and parking lots	\$891,804
66	2027	VSG	MEPFF	Replace Waste & Vent Piping	\$20,414
67	2027	VSG	MEPFF	Fire Pump Replacement	\$259,230
68	2027	VSG	ST	Parking Lots - Pavement resurfacing and repairs	\$769,937
69	2027	VSG	ST	Joint sealant replacement	\$68,540
70	2027	VSG	TECH	Install IPTV Headend equipment	\$133,504
71	2027	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$133,504
72	2027	VSG	TECH	LAN Access Switches (20% replaced each year)	\$106,803

Project No.	Lease Year	Source	Category¹	Planned Project and Description	Estimated Cost²
73	2027	VSG	TECH	CCTV Video Management System (VMS & Storage Servers) upgrade and camera replacements/upgrades as required	\$934,526
74	2027	VSG	VT	Elevator 1 Modernization/Safety Upgrade	\$433,887
75	2027	VSG	VT	Elevator 2 Modernization/Safety Upgrade	\$367,135
76	2027	VSG	VT	Elevator 3 Modernization/Safety Upgrade	\$367,135
77	2027	VSG	VT	Elevator 4 Modernization/Safety Upgrade	\$367,135
78	2027	VSG	VT	Elevator 5 Modernization/Safety Upgrade	\$367,135
79	2027	VSG	VT	Elevator 6 Modernization/Safety Upgrade	\$40,051
80	2027	VSG	VT	Elevator 7 Modernization/Safety Upgrade	\$433,887
81	2027	VSG	VT	Elevator 8 Modernization/Safety Upgrade	\$367,135
82	2027	VSG	VT	Elevator 9 Modernization/Safety Upgrade	\$367,135
83	2027	VSG	VT	ADA Lift #1 Replacement	\$60,077
84	2027	VSG	VT	ADA Lift #2 Replacement	\$60,077
85	2027	VSG	VT	ADA Lift #3 Replacement	\$60,077
86	2027	VSG	VT	ADA Lift #4 Replacement	\$60,077
87	2027	VSG	VT	ADA Lift #5 Replacement	\$60,077
88	2027	VSG	VT	ADA Lift #6 Replacement	\$60,077
89	2027	VSG	VT	ADA Lift #7 Replacement	\$60,077
90	2027	VSG	VT	ADA Lift #8 Replacement	\$60,077
91	2027	VSG	ROOF	(RR - 2L) Center Field (Left)	\$1,287,000
92	2027	VSG	ROOF	(RR – 2R) Center Field (Right)	\$1,415,700
93	2027	VSG	ROOF	(RR – 4L) Fixed Panel (Left Field)	\$2,041,439
94	2027	VSG	ROOF	(OF – 1) Club House Roof (Left Field)	\$20,026
95	2027	VSG	ROOF	(OF – 3) Mechanical Room Roof (Left Field)	\$2,670
96	2027	VSG	ROOF	(OF – 4) Concession Stand Roof (Right Field)	\$19,358
97	2027	VSG	ROOF	(OB – 1) Flue Stack Roof (Right Field)	\$3,338
98	2027	VSG	ROOF	(OB – 2) Storage Shed (Right Field)	\$6,141
99	2027	VSG	ROOF	(OB – 3) Fuel Tank Roof (Right Field)	\$6,141

Project No.	Lease Year	Source	Category ¹	Planned Project and Description	Estimated Cost ²
100	2027	VSG	ROOF	(HF - 1,2,3,9,10,11,12,13,14,17 &18) Standing Seam Metal & Metal Plate Roofs	\$100,929
101	2027	VSG	ROOF	(HF - 4,5,8) EPDM Roofing Systems	\$45,365
102	2027	VSG	ROOF	(TH - 1,2) Standing Seam Metal	\$67,954
103	2027	VSG	ROOF	(TH – 3) Modified Bitumen	\$101,100
104	2027	VSG	ROOF	Retractable Roof Mechanized Systems	\$300,000
105	2027	VSG	CI	Replace Concessions Equipment including food service equipment and related infrastructure	\$1,353,141
106	2027	VSG	CI	Replace walk-in and reach-in coolers and freezers as well as related infrastructure	\$1,465,186
107	2027	VSG	CI	Install Epoxy Flooring in concession areas	\$164,667
108	2027	VSG	MISC	MLB Requirements	\$833,400
109	2027	VSG	MISC	Governmental Code Requirements	\$833,400
110	2027	Legislation	SGS	Social Gathering Space and further Service Level renovations to include season seat-holder fulfillment, and other environments appealing to the market as well as additional spaces, technologies, and amenities to not only keep the Ballpark relevant, but also to consistently provide a competitive product on the field will be designed, developed, and constructed. The construction of such spaces will include all required surfaces, finishes, fixtures, furniture, equipment, materials, technology, and supporting infrastructure.	\$5,000,000
110.1	2028		MISC	Environmental management /storm water permit management	\$100,000
110.2	2028		ROOF	Retractable roof routine maintenance and repairs	\$400,000
111	2028	VSG	A&I	Relocate and Upgrade Seasonal Employee Locker Room Facilities	\$1,443,842

Project No.	Lease Year	Source	Category¹	Planned Project and Description	Estimated Cost²
112	2028	VSG	A&I	Retail Space Upgrade of existing stores and construction of additional retail spaces	\$295,644
113	2028	VSG	A&I	(Signage) Wayfinding, including enhancing the fan experience by adding dynamic (digital) signage where applicable in gate areas, concourses and other spaces.	\$1,000,000
114	2028	VSG	MEPFF	Replace Hot Water Boilers	\$275,018
115	2028	VSG	MEPFF	Replace Sump Pumps	\$13,751
116	2028	VSG	ST	Parking Lots - Pavement resurfacing and repairs	\$941,198
117	2028	VSG	ST	Joint sealant replacement	\$55,000
118	2028	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$137,509
119	2028	VSG	TECH	Complete IPTV Distribution (cable, switch, edge devices)	\$393,825
120	2028	VSG	TECH	LAN Access Switches	\$110,007
121	2028	VSG	VT	Escalator 1 Modernization/Safety Upgrade	\$934,526
122	2028	VSG	VT	Escalator 2 Modernization/Safety Upgrade	\$1,234,909
123	2028	VSG	VT	Escalator 3 Modernization/Safety Upgrade	\$934,526
124	2028	VSG	VT	Escalator 4 Modernization/Safety Upgrade	\$934,526
125	2028	VSG	VT	Escalator 5 Modernization/Safety Upgrade	\$934,526
126	2028	VSG	VT	Escalator 6 Modernization/Safety Upgrade	\$934,526
127	2028	VSG	VT	Escalator 7 Modernization/Safety Upgrade	\$934,526
128	2028	VSG	VT	Escalator 8 Modernization/Safety Upgrade	\$1,234,909
129	2028	VSG	VT	Escalator 9 Modernization/Safety Upgrade	\$934,526
130	2028	VSG	VT	Escalator 10 Modernization/Safety Upgrade	\$934,526
131	2028	VSG	ROOF	(RR – 3L) Left Field	\$1,323,837
132	2028	VSG	ROOF	(RR – 3R) Right Field	\$1,363,552
133	2028	VSG	ROOF	Retractable Roof Mechanized Systems	\$1,200,000
134	2028	VSG	CI	Replace walk-in and reach-in coolers and freezers as well as related infrastructure	\$164,038

Project No.	Lease Year	Source	Category¹	Planned Project and Description	Estimated Cost²
135	2028	VSG	MISC	MLB Requirements	\$833,400
136	2028	VSG	MISC	Governmental Code Requirements	\$833,400
137	2029	VSG	A&I	Replace the 96 Glass Entry/Egress Doors	\$793,151
138	2029	VSG	A&I	(Exterior) Replace Curtain Wall at Outfield	\$1,033,928
138.1	2029		MISC	Environmental management /storm water permit management	\$100,000
138.2	2029		ROOF	Retractable roof routine maintenance and repairs	\$400,000
140	2029	VSG	A&I	Infrastructure Replacement at E/W corner concourses of Field Level corner concourses, including renovation of surfaces and finishes, fan interactive spaces, activation areas, social gathering spaces, and miscellaneous equipment replacement	\$1,947,468
141	2029	VSG	A&I	General Field Level Concourse Infrastructure Replacement of surfaces, finishes, MEP, structures, and other materials associated with social gathering spaces, activation, clubs, and restaurant	\$4,957,191
142	2029	VSG	A&I	Retail Space Upgrade of existing stores and construction of additional retail spaces	\$1,770,425
143	2029	VSG	A&I	Renovate and relocate the Press Box and its support spaces, including surfaces, finishes, fixtures, HVAC, MEP, technology to a location more suitable to current scale and standards required to host the various media functions	\$2,124,510
144	2029	VSG	A&I	General Loge Level Concourse Infrastructure Replacement of surfaces, MEP, finishes, structures, and other materials associated with social gathering spaces, activation, fan interaction and all other spaces	\$4,957,191

Project No.	Lease Year	Source	Category¹	Planned Project and Description	Estimated Cost²
145	2029	VSG	A&I	Club Level Upgrades, including construction of social gathering spaces, activation, fan interaction areas, theming, and season seat-holder fulfillment clubs, suites, event spaces and corresponding supporting spaces/equipment, including materials, surfaces, finishes, fixtures, furniture, HVAC, MEP, and technology	\$15,187,913
146	2029	VSG	A&I	Terrace Level - Replace Seats	\$1,395,095
147	2029	VSG	A&I	General Terrace Level Concourse Infrastructure Replacement including renovation of surfaces, finishes, fixtures, replacement of equipment and other materials, upgrade of First Aid/Guest Relations and fan interaction spaces	\$3,455,870
148	2029	VSG	A&I	(Signage) Wayfinding, including enhancing the fan experience by adding dynamic (digital) signage where applicable in gate areas, concourses and other spaces	\$1,000,000
149	2029	VSG	MEPFF	Replace Hot Water Boilers	\$283,268
150	2029	VSG	MEPFF	Replace Centrifugal Water Chillers	\$2,000,000
150.1	2029		MEPFF	Replace Air Cooled Water Chiller	\$1,000,000
151	2029	VSG	MEPFF	Renovate Restrooms – Loge Level including replacement of finishes, fixtures, pipes, mirrors, partitions, and updating to meet current public health standards	\$3,838,282
152	2029	VSG	MEPFF	Renovate Terrace Level, including replacement of finishes, fixtures, pipes, mirrors, partitions, and updating to meet current public health standards	\$4,319,838
153	2029	VSG	MEPFF	Replace Waste & Vent Piping	\$22,307
154	2029	VSG	ST	Parking Lots - Pavement resurfacing and repairs	\$963,657

Project No.	Lease Year	Source	Category¹	Planned Project and Description	Estimated Cost²
155	2029	VSG	ST	Replace Pedestrian Plaza concrete surfaces and substrate as required	\$2,145,331
156	2029	VSG	ST	Joint sealant replacement	\$154,000
157	2029	VSG	TECH	Replace Audio Playback Source	\$5,665
158	2029	VSG	TECH	Replace/Add Audio Network Switches	\$45,323
159	2029	VSG	TECH	Replace/Add Redundant Audio Switches	\$45,323
160	2029	VSG	TECH	Replace/Upgrade Club AV Systems	\$212,451
161	2029	VSG	TECH	LED Video Display Graphics System Upgrade (Ross Xpression)	\$991,438
162	2029	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$141,634
163	2029	VSG	TECH	IPTV Distribution (cable, switch, edge devices)	\$405,640
164	2029	VSG	TECH	Broadcast Compound – Add required infrastructure and expand existing footprint or add required infrastructure for On-Site Satellite Location (e.g. Logan Lot) to park and power six to eight additional network trucks	\$5,665,361
165	2029	VSG	TECH	LAN Access Switches	\$113,307
166	2029	VSG	ROOF	(SR – 3) Outfield Snow Roof	\$1,628,791
167	2029	VSG	ROOF	(HF - 6,7,15, 16) Painted Concrete & Precast Concrete	\$8,498
168	2029	VSG	ROOF	Retractable Roof Mechanized Systems	\$1,050,000
169	2029	VSG	CI	Replace Concessions Equipment including food service equipment and related infrastructure	\$1,660,495
170	2029	VSG	CI	Replace walk-in and reach-in coolers and freezers as well as related infrastructure	\$266,130
171	2029	VSG	CI	Replace Concession Kitchen and Stand Exhaust & Ventilation	\$63,827
172	2029	VSG	MISC	MLB Requirements	\$833,400
173	2029	VSG	MISC	Governmental Code Requirements	\$833,400

Project No.	Lease Year	Source	Category ¹	Planned Project and Description	Estimated Cost ²
173.1	2030		MISC	Environmental management /storm water permit management	\$100,000
173.2	2030		ROOF	Retractable roof routine maintenance and repairs	\$400,000
174	2030	VSG	A&I	Replace Operable Translucent Panels @ Outfield	\$7,760,978
1	2030	VSG	A&I	Replace all Entry/Screening Canopies	\$869,000
175	2030	VSG	A&I	Replace Insulated Glazing as needed on all levels	\$3,647,076
176	2030	VSG	A&I	Update Tailgate Haus Infrastructure, including replacement of all elements of the building envelope as well as technology, finishes, restrooms, overhead and pedestrian doors, food service equipment, access control and hardware	\$1,488,007
177	2030	VSG	A&I	Infrastructure Replacement at E/W corner concourse, including replacement of surfaces, finishes, MEP, structures, and other materials associated with social gathering spaces, activation, fan interaction and all other spaces	\$2,005,892
178	2030	VSG	A&I	Field Level Upgrades, including construction of social gathering spaces, activation, fan interaction, theming, and season seat-holder fulfillment and corresponding supporting spaces/finishes and equipment	\$2,494,600
179	2030	VSG	A&I	Terrace Level - Replace Seats	\$1,436,948
180	2030	VSG	A&I	Terrace Level - Infrastructure Replacement at E/W corner concourses, including renovation of surfaces, replacement of equipment and other materials, upgrade of First Aid/Guest Relations and fan interaction spaces	\$2,188,246
181	2030	VSG	A&I	(Sustainability) Recycling and Sorting Facility	\$3,836,724
182	2030	VSG	MEPFF	Replace Hot Water Boilers	\$291,766
183	2030	VSG	MEPFF	Replace Cooling Towers (Evaporative Media + Hot Decks)	\$11,233

Project No.	Lease Year	Source	Category¹	Planned Project and Description	Estimated Cost²
184	2030	VSG	MEPFF	Interior/Exterior Lighting (# sq. ft) Replace interior and exterior lighting fixtures and convert to LED on concourses, restrooms, ramps, stairwells, plazas, walkways, and parking lots	\$1,925,656
185	2030	VSG	MEPFF	Replace Domestic Water Heaters	\$8,753
186	2030	VSG	ST	Parking Lots - Pavement resurfacing and repairs	\$984,438
187	2030	VSG	ST	Replace concrete (and substrate as required) of the Pedestrian Plaza that immediately surrounds the Ballpark	\$2,209,691
188	2030	VSG	ST	Joint sealant replacement	\$146,000
189	2030	VSG	ST	Recoat exposed steel in seating bowl and roof structure	\$5,470,614
190	2030	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$145,883
191	2030	VSG	TECH	Complete IPTV Distribution (cable, switch, edge devices)	\$417,809
192	2030	VSG	TECH	LAN Core	\$437,649
193	2030	VSG	TECH	LAN Access Switches	\$116,706
194	2030	VSG	ROOF	(SR – 1) Upper Snow Roof (Pivot Area)	\$116,706
195	2030	VSG	ROOF	(SR – 2) Lower Snow Roof (Pivot Area)	\$62,292
196	2030	VSG	ROOF	Replace Fiberglass Roof Panels at Roof Line	\$8,898,866
197	2030	VSG	ROOF	Retractable Roof Mechanized Systems	\$1,200,000
198	2030	VSG	CI	Replace Concessions Equipment including food service equipment and related infrastructure	\$630,882
199	2030	VSG	MISC	MLB Requirements	\$833,400
200	2030	VSG	MISC	Governmental Code Requirements	\$833,400
200.1	2031		MISC	Environmental management /storm water permit management	\$150,000
200.2	2031		ROOF	Retractable roof routine maintenance and repairs	\$500,000

Project No.	Lease Year	Source	Category¹	Planned Project and Description	Estimated Cost²
202	2031	VSG	A&I	Field Level Upgrades, including construction of social gathering spaces, activation, fan interaction, theming, and season seat-holder fulfillment and corresponding supporting spaces/finishes and equipment	\$2,569,438
203	2031	VSG	A&I	Upgrade/Relocate Conference Space to meet current industry standards of aesthetics, technology, and marketability. Construction of space includes surfaces, finishes, fixtures, equipment, furniture, MEP, HVAC, technology, and other related materials	\$2,629,542
204	2031	VSG	A&I	Terrace Level - Infrastructure Replacement at E/W corner concourses, including renovation of surfaces, replacement of equipment and other materials, upgrade of First Aid/Guest Relations and fan interaction spaces	\$2,253,893
205	2031	VSG	MEPFF	Interior/Exterior Lighting (# sq. ft) Replace interior and exterior lighting fixtures and convert to LED on concourses, restrooms, ramps, stairwells, plazas, walkways, and parking lots	\$1,003,734
206	2031	VSG	MEPFF	Replace Sump Pumps	\$15,026
207	2031	VSG	ST	Parking Lots - Pavement resurfacing and repairs	\$265,222
208	2031	VSG	ST	Replace Pedestrian Plaza concrete surfaces and substrate as required	\$2,275,981
209	2031	VSG	ST	Joint sealant replacement	\$146,000
23	2031	VSG	MEPFF	Lighting Controls – Replace the lighting control system with a product that meets MLB and industry standards	\$251,680
210	2031	VSG	ST	Recoating of all exposed steel of the fixed, operable roof panels and supporting structure	\$5,634,733

Project No.	Lease Year	Source	Category¹	Planned Project and Description	Estimated Cost²
211	2031	VSG	TECH	Replace Low Home, Dugouts & Down the Lines Video Displays	\$826,427
212	2031	VSG	TECH	Video Room Infrastructure Replacement/Upgrade	\$1,427,466
213	2031	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$150,260
214	2031	VSG	TECH	LAN Access Switches	\$120,208
215	2031	VSG	ROOF	Retractable Roof Mechanized Systems	\$300,000
216	2031	VSG	CI	Replace Concessions Equipment including food service equipment and related infrastructure	\$550,244
217	2031	VSG	MISC	MLB Requirements	\$833,400
218	2031	VSG	MISC	Governmental Code Requirements	\$833,400
218.1	2032		MISC	Environmental management /storm water permit management	\$150,000
218.2	2032		ROOF	Retractable roof routine maintenance and repairs	\$500,000
219	2032	VSG	MEPFF	Replace Centrifugal Water Chillers	\$383,049
220	2032	VSG	MEPFF	Replace Waste & Vent Piping	\$24,376
221	2032	VSG	ST	Parking Lots - Pavement resurfacing and repairs	\$209,338
222	2032	VSG	ST	Joint sealant replacement	\$60,906
223	2032	VSG	ST	Recoating of all exposed steel in concourses and seating bowl	\$5,803,775
224	2032	VSG	TECH	Replace Audio Mixing Console	\$92,860
225	2032	VSG	TECH	Replace LED Ribbon Board Displays - Lower	\$2,244,126
226	2032	VSG	TECH	Replace LED Display - Out of Town Scoreboard Display	\$866,697
227	2032	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$154,767
228	2032	VSG	TECH	LAN Access Switches	\$123,814

Project No.	Lease Year	Source	Category ¹	Planned Project and Description	Estimated Cost ²
229	2032	VSG	TECH	Replace Access Control system, CCTV cameras as required, and integrate with CCTV	\$1,083,371
230	2032	VSG	ROOF	Retractable Roof Mechanized Systems	\$1,200,000
231	2032	VSG	CI	Replace Concessions Equipment including food service equipment and related infrastructure	\$160,156
232	2032	VSG	CI	Replace walk-in and reach-in coolers and freezers as well as related infrastructure	\$659,449
233	2032	VSG	MISC	MLB Requirements	\$833,400
234	2032	VSG	MISC	Governmental Code Requirements	\$833,400
234.1	2033		MISC	Environmental management /storm water permit management	\$150,000
234.2	2033		ROOF	Retractable roof routine maintenance and repairs	\$500,000
235	2033	VSG	MEPFF	Replace/Add Emergency Generators	\$956,462
236	2033	VSG	ST	Parking Lots - Pavement resurfacing and repairs	\$173,358
237	2033	VSG	ST	Joint sealant replacement	\$213,864
238	2033	VSG	ST	Recoating of any remaining steel not completed in prior years and exposed steel around the site	\$5,977,888
239	2033	VSG	TECH	Replace Audio Playback Source	\$6,376
240	2033	VSG	TECH	Upgrade recent LED Video Displays to HDR	\$318,821
241	2033	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$159,410
242	2033	VSG	TECH	LAN Access Switches	\$127,528
243	2033	VSG	ROOF	Retractable Roof Mechanized Systems	\$300,000
244	2033	VSG	CI	Replace Concessions Equipment including food service equipment and related infrastructure	\$397,227
245	2033	VSG	MISC	MLB Requirements	\$833,400
246	2033	VSG	MISC	Governmental Code Requirements	\$833,400
246.1	2034		MISC	Environmental management /storm water permit management	\$150,000
246.2	2034		ROOF	Retractable roof routine maintenance and repairs	\$500,000

Project No.	Lease Year	Source	Category¹	Planned Project and Description	Estimated Cost²
247	2034	VSG	MEPFF	Replace/Refurbish Cooling Towers (Evaporative Media + Hot Decks)	\$12,643
248	2034	VSG	MEPFF	Replace Main Electrical Substations (transformers/switchgear)	\$4,925,780
249	2034	VSG	MEPFF	Replace/Add Emergency Generators	\$985,156
250	2034	VSG	MEPFF	Replace Sump Pumps	\$16,419
251	2034	VSG	MEPFF	Replace Domestic Water Heaters	\$9,852
252	2034	VSG	MEPFF	Replace Jockey Pump	\$41,048
253	2034	VSG	ST	Parking Lots - Pavement resurfacing and repairs	\$172,802
254	2034	VSG	ST	Recoat exposed steel in concourses, site, out buildings and roof structures	\$6,157,225
255	2034	VSG	TECH	Replace Large Format Video Displays & all required corresponding Video Production equipment and support space infrastructure	\$19,703,119
256	2034	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$164,193
257	2034	VSG	TECH	IPTV Distribution (cable, switch, edge devices)	\$470,248
258	2034	VSG	TECH	Update Broadcast Infrastructure & Equipment in the Broadcast Compound and distribution locations throughout the Ballpark	\$4,433,202
259	2034	VSG	TECH	LAN Access Switches	\$131,354
260	2034	VSG	TECH	Replace Head End for Video Management System (VMS & Storage Servers) and CCTV cameras as required	\$1,149,349
261	2034	VSG	ROOF	Retractable Roof Mechanized Systems	\$300,000
262	2034	VSG	CI	Replace walk-in and reach-in coolers and freezers as well as related infrastructure	\$1,014,986
263	2034	VSG	MISC	MLB Requirements	\$833,400
264	2034	VSG	MISC	Governmental Code Requirements	\$833,400

Project No.	Lease Year	Source	Category¹	Planned Project and Description	Estimated Cost²
264.1	2035		MISC	Environmental management /storm water permit management	\$150,000
264.2	2035		ROOF	Retractable roof routine maintenance and repairs	\$500,000
265	2035	VSG	A&I	Service Level Group Space – Construct social gathering/season seat-holder fulfillment space, including surfaces, finishes, technology, fixtures, furniture, and all required infrastructure	\$4,536,581
266	2035	VSG	MEPFF	Replace Low Voltage Distribution Transformers	\$845,592
267	2035	VSG	MEPFF	Replace Electrical Branch Circuit Panelboard	\$845,592
268	2035	VSG	MEPFF	Replace Waste & Vent Piping	\$26,636
269	2035	VSG	ST	Parking Lots - Pavement resurfacing and repairs	\$260,226
270	2035	VSG	TECH	LED Video Display Graphics System Upgrade (Ross Xpression)	\$1,183,829
271	2035	VSG	TECH	IPTV Headend Replacement/Upgrade Equipment	\$169,118
272	2035	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$169,118
273	2035	VSG	TECH	IPTV Distribution (cable, switch, edge devices)	\$484,355
274	2035	VSG	TECH	LAN Core	\$507,355
275	2035	VSG	TECH	LAN Access Switches	\$135,295
276	2035	VSG	TECH	Video Surveillance – Replace/Upgrade CCTV VMS Servers and Cameras	\$4,227,961
277	2035	VSG	ROOF	Retractable Roof Mechanized Systems	\$425,000
278	2035	VSG	CI	Replace walk-in and reach-in coolers and freezers as well as related infrastructure	\$1,022,647
279	2035	VSG	MISC	MLB Requirements	\$833,400
280	2035	VSG	MISC	Governmental Code Requirements	\$833,400
280.1	2036		MISC	Environmental management /storm water permit management	\$150,000
280.2	2036		ROOF	Retractable roof routine maintenance and repairs	\$500,000

Project No.	Lease Year	Source	Category ¹	Planned Project and Description	Estimated Cost ²
281	2036	VSG	A&I	Service Level Group Space – Renovate/Construct social gathering space and season seat-holder fulfillment space, including surfaces, finishes, technology, fixtures, furniture, and all required supporting infrastructure	\$4,672,678
282	2036	VSG	MEPFF	Replace Bladder Tanks	\$17,419
283	2036	VSG	MEPFF	Replace Low Voltage Distribution Transformers	\$870,960
284	2036	VSG	MEPFF	Replace Electrical Branch Circuit Panelboard	\$870,960
285	2036	VSG	ST	Parking Lots - Pavement resurfacing and repairs	\$281,322
286	2036	VSG	TECH	Replace Audio Mixing Console	\$104,515
287	2036	VSG	TECH	Add/Replace Audio Network Switches	\$55,741
288	2036	VSG	TECH	Add/Replace Redundant Audio Switches	\$55,741
289	2036	VSG	TECH	Replace/Upgrade Club Level AV Systems	\$261,288
290	2036	VSG	TECH	Upgrade In-House Video Display Cameras	\$958,056
291	2036	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$174,192
292	2036	VSG	TECH	IPTV Distribution (cable, switch, edge devices)	\$498,886
293	2036	VSG	TECH	LAN Access Switches	\$139,354
294	2036	VSG	ROOF	Retractable Roof Mechanized Systems	\$350,000
295	2036	VSG	CI	Replace Concessions Equipment including food service equipment and related infrastructure	\$97,093
296	2036	VSG	CI	Replace walk-in and reach-in coolers and freezers as well as related infrastructure	\$1,210,115
297	2036	VSG	CI	Replace Exhaust & Ventilation in Concessions Kitchens and other spaces	\$78,499
298	2036	VSG	MISC	MLB Requirements	\$833,400
299	2036	VSG	MISC	Governmental Code Requirements	\$833,400
299.1	2037		MISC	Environmental management /storm water permit management	\$150,000
299.2	2037		ROOF	Retractable roof routine maintenance and repairs	\$500,000

Project No.	Lease Year	Source	Category¹	Planned Project and Description	Estimated Cost²
300	2037	VSG	A&I	Field Level Replace Seats (Fixed)	\$2,153,013
301	2037	VSG	MEPFF	Replace Bladder Tanks	\$17,941
302	2037	VSG	MEPFF	Replace interior and exterior lighting fixtures and convert to LED on concourses, restrooms, ramps, stairwells, plazas, walkways, and parking lots	\$2,368,314
303	2037	VSG	MEPFF	Replace Sump Pumps	\$17,942
304	2037	VSG	ST	Parking Lots - Pavement resurfacing and repairs	\$226,472
305	2037	VSG	ST	Joint sealant replacement	\$92,112
306	2037	VSG	TECH	Replace Seating Bowl Audio DPS System (excluding network equipment & infrastructure)	\$125,593
307	2037	VSG	TECH	Replace Conduit & Cabling for Sound System	\$2,153,013
308	2037	VSG	TECH	Replace Audio Playback Source	\$7,177
309	2037	VSG	TECH	Replace/Upgrade Video Production Room Infrastructure/Equipment	\$1,704,469
310	2037	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$179,418
311	2037	VSG	TECH	LAN Access Switches	\$143,534
312	2037	VSG	ROOF	(CA - 1,2,3) 3rd Base Line (3 each)	\$107,651
313	2037	VSG	ROOF	(CA – 4) Home Plate	\$44,854
314	2037	VSG	ROOF	(CA – 5,6,7) 1st Base Line (3 each)	\$107,651
315	2037	VSG	ROOF	(CA – 8) Executive Entrance	\$53,825
316	2037	VSG	ROOF	(PP – 1 through 7) Laminated Asphalt Shingle	\$104,959
317	2037	VSG	ROOF	Retractable Roof Mechanized Systems	\$350,000
318	2037	VSG	CI	Replace Concessions Equipment including food service equipment and related infrastructure	\$354,059
319	2037	VSG	CI	Replace walk-in and reach-in coolers and freezers as well as related infrastructure	\$232,140
320	2037	VSG	MISC	MLB Requirements	\$833,400

Project No.	Lease Year	Source	Category ¹	Planned Project and Description	Estimated Cost ²
321	2037	VSG	MISC	Governmental Code Requirements	\$833,400
321.1	2038		MISC	Environmental management /storm water permit management	\$150,000
321.2	2038		ROOF	Retractable roof routine maintenance and repairs	\$500,000
322	2038	VSG	A&I	Field Level Infrastructure replacement on concourse behind home plate, including replacement of surfaces, MEP, structures, and other materials associated with social gathering spaces, activation, fan interaction and all other support spaces	\$1,663,203
323	2038	VSG	MEPFF	Replace Bladder Tanks	\$18,480
324	2038	VSG	MEPFF	Replace Cooling Towers & Condenser Pumps	\$1,293,602
325	2038	VSG	MEPFF	Refurbish Cooling Towers (Evaporative Media + Hot Decks)	\$14,230
326	2038	VSG	MEPFF	Replace/Upgrade Interior/Exterior Lighting on concourses, seating bowl, ramps, stairwells, restrooms, Plaza, walkways, and parking lots	\$1,234,466
327	2038	VSG	MEPFF	Replace Domestic Water Heaters	\$11,088
328	2038	VSG	MEPFF	Replace Waste & Vent Piping	\$29,106
329	2038	VSG	ST	Parking Lots - Pavement resurfacing and repairs	\$220,143
330	2038	VSG	ST	Joint sealant replacement	\$73,915
331	2038	VSG	TECH	Replace Terrace Level Sound System Speakers & Amps	\$868,561
332	2038	VSG	TECH	Replace Club Level Sound System Speakers & Amps	\$970,201
333	2038	VSG	TECH	Replace Loge Level Sound System Speakers & Amps	\$1,016,402
334	2038	VSG	TECH	Replace Field Level Sound System Speakers & Amps	\$1,108,802

Project No.	Lease Year	Source	Category ¹	Planned Project and Description	Estimated Cost ²
335	2038	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$184,800
336	2038	VSG	TECH	LAN Access Switches	\$147,840
337	2038	VSG	ROOF	Retractable Roof Mechanized Systems	\$350,000
338	2038	VSG	CI	Replace Concessions Equipment including food service equipment and related infrastructure	\$352,831
339	2038	VSG	CI	Replace walk-in and reach-in coolers and freezers as well as related infrastructure	\$36,776
340	2038	VSG	MISC	MLB Requirements	\$833,400
341	2038	VSG	MISC	Governmental Code Requirements	\$833,400
341.1	2039		MISC	Environmental management /storm water permit management	\$150,000
341.2	2039		ROOF	Retractable roof routine maintenance and repairs	\$500,000
342	2039	VSG	ST	Parking Lots - Pavement resurfacing and repairs	\$335,975
343	2039	VSG	ST	Joint sealant replacement	\$206,963
344	2039	VSG	ST	Traffic membrane recoat on Terrace Level concourse	\$475,861
345	2039	VSG	TECH	Replace Low Home, Dugouts & Down the Lines Video Displays	\$1,046,894
346	2039	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$190,344
347	2039	VSG	TECH	LAN Access Switches	\$152,275
348	2039	VSG	ROOF	Retractable Roof Mechanized Systems	\$350,000
349	2039	VSG	CI	Replace Concessions Equipment, including food service equipment and related infrastructure	\$484,996
350	2039	VSG	CI	Replace walk-in and reach-in coolers and freezers as well as related infrastructure	\$124,391

Project No.	Lease Year	Source	Category ¹	Planned Project and Description	Estimated Cost ²
351	2039	VSG	MISC	MLB Requirements	\$833,400
352	2039	VSG	MISC	Governmental Code Requirements	\$833,400
352.1	2040		MISC	Environmental management /storm water permit management	\$150,000
352.2	2040		ROOF	Retractable roof routine maintenance and repairs	\$500,000
353	2040	VSG	MEPFF	Replace LED Sports Lighting to meet or exceed MLB standards	\$3,921,092
354	2040	VSG	MEPFF	Renovate Club Level Restrooms, including replacement of finishes, fixtures, pipes, mirrors, partitions, and updating to meet current public health standards	\$1,940,941
355	2040	VSG	MEPFF	(Fire Protection) Fire Alarm Panel & System + Devices (full replacement)	\$4,313,202
356	2040	VSG	ST	Parking Lots - Pavement resurfacing and repairs	\$265,183
357	2040	VSG	ST	Joint sealant replacement	\$196,212
358	2040	VSG	TECH	Replace Public Area Televisions on concourses, clubs, suites, game day related spaces, and concession stands	\$196,055
359	2040	VSG	TECH	IPTV Distribution (cable, switch, edge devices)	\$561,500
360	2040	VSG	TECH	LAN Core	\$588,164
361	2040	VSG	TECH	LAN Access Switches (20% replaced each year)	\$156,844
362	2040	VSG	ROOF	(MR-2 (Replaced 2020)) Main Roof (1st Base Line)	\$470,531
363	2040	VSG	ROOF	(MR-3 (To be replaced in 2022)) Main Roof (Backfield)	\$494,058
364	2040	VSG	ROOF	Retractable Roof Mechanized Systems	\$350,000
365	2040	VSG	CI	Replace Concessions Equipment including food service equipment and related infrastructure	\$967,608
366	2040	VSG	MISC	MLB Requirements	\$833,400
367	2040	VSG	MISC	Governmental Code Requirements	\$833,400

Project No.	Lease Year	Source	Category ¹	Planned Project and Description	Estimated Cost ²
				Contingency for A&I, MEPFF, ST, TECH, VT, ROOF, and MISC Projects as Calculated in VSG Report ³	\$52,323,343
				Total	\$470,594,394

³ The estimated costs for CI Projects already include a 15% contingency.

EXHIBIT H

EXAMPLE OF AMERICAN FAMILY FIELD
DESIGN MARK

American Family Field Logos

Primary Logo



Secondary Logo



Miller Park Logos

Primary Logo

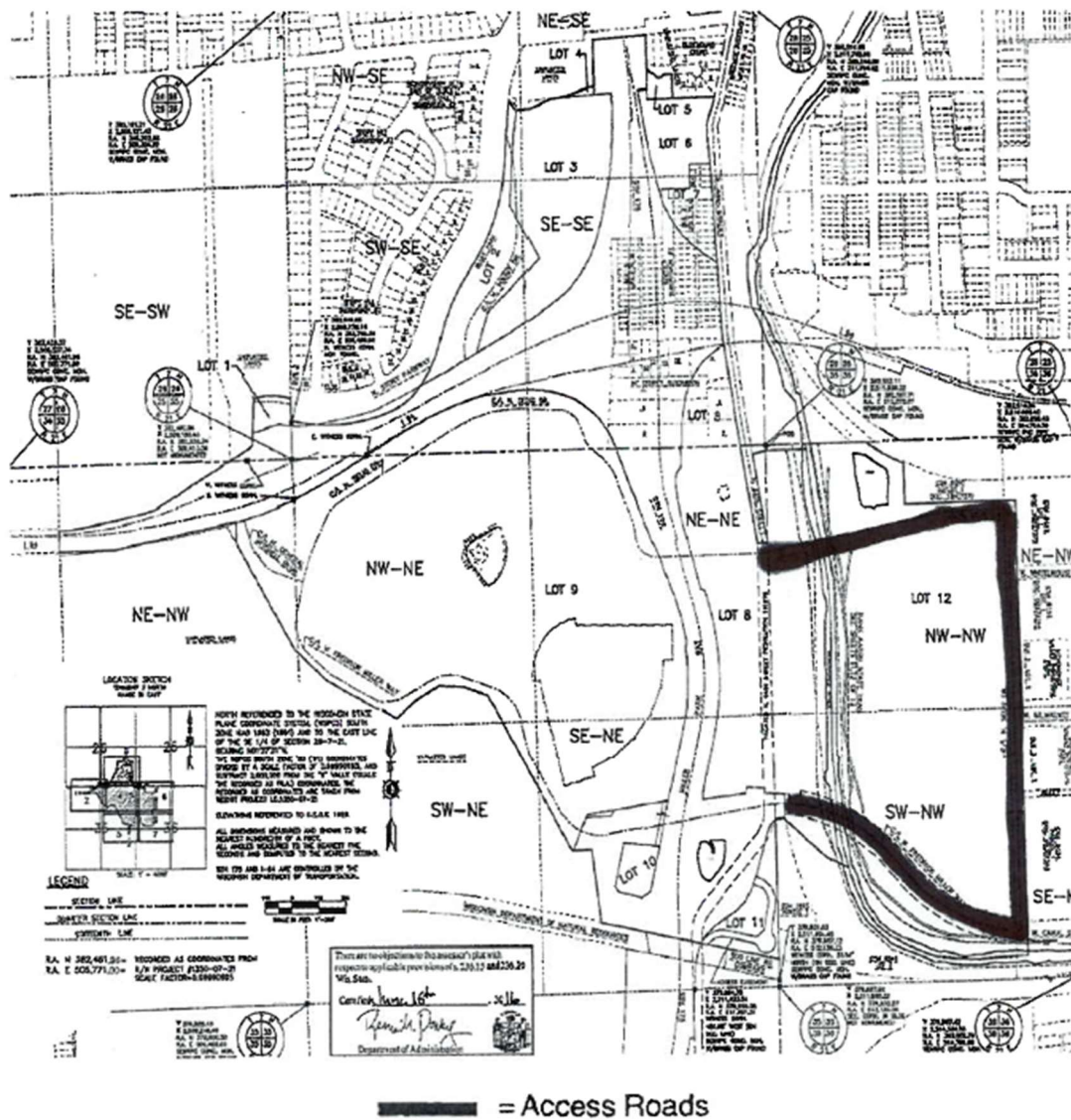


Script Logo



EXHIBIT I

SITE PLAN

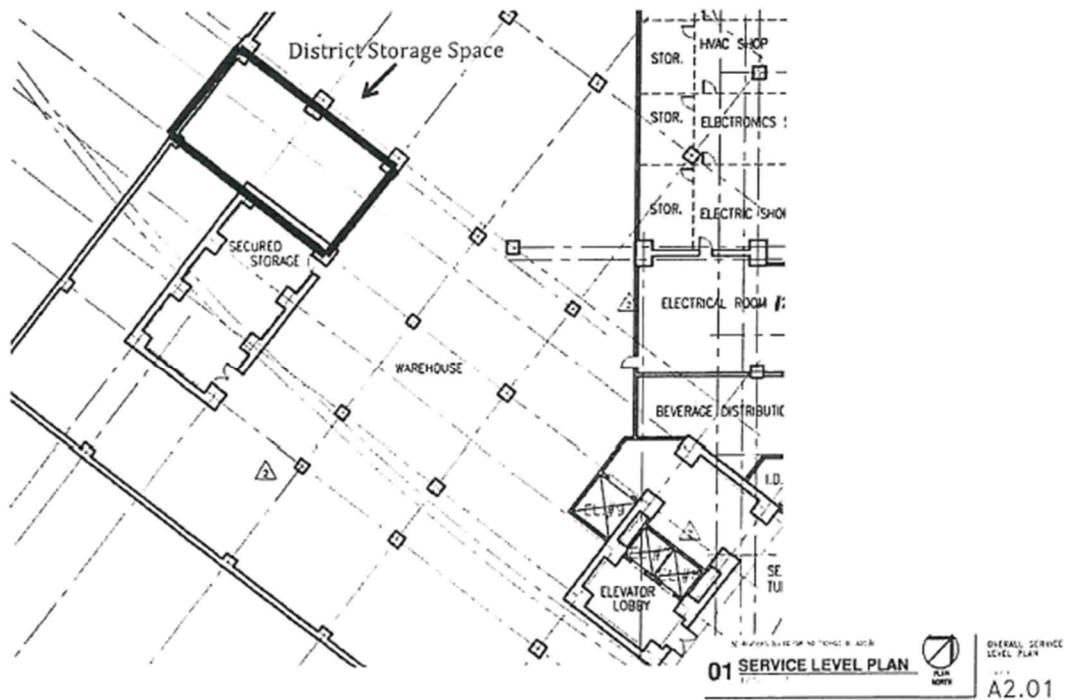
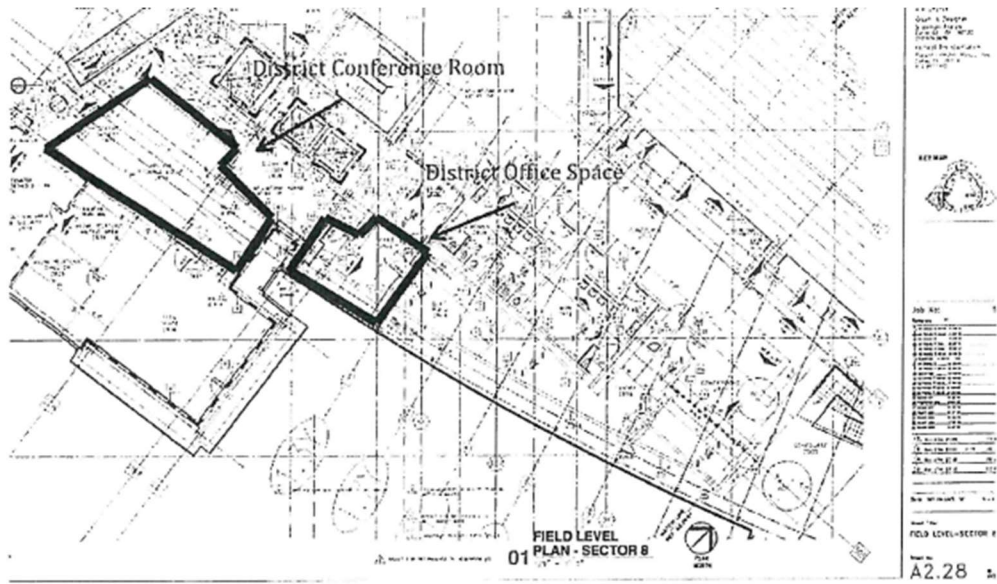


SCHEDULE 1

RENT SCHEDULE

LEASE YEAR	ANNUAL RENT AMOUNT
2024	\$1,208,401
2025	\$1,208,401
2026	\$1,208,401
2027	\$1,208,401
2028	\$1,208,401
2029	\$1,208,401
2030	\$1,208,401
2031	\$1,208,401
2032	\$1,208,401
2033	\$1,208,401
2034	\$1,208,401
2035	\$1,208,401
2036	\$1,208,401
2037	\$1,208,401
2038	\$1,208,401
2039	\$1,208,401
2040	\$1,208,401
2041	\$1,208,401
2042	\$1,208,401
2043	\$1,208,401
2044	\$1,208,401
2045	\$1,208,401
2046	\$3,208,401
2047	\$3,208,401
2048	\$3,208,401
2049	\$3,208,401
2050	\$3,208,401
EACH LEASE YEAR DURING ANY EXTENSION TERM OR HOLDOVER PERIOD	\$1,208,401

DISTRICT OFFICE SPACE



Schedule 2-1

SCHEDULE 3

**SCHEDULE OF DISTRICT DEPOSITS
TO DISTRICT OPERATING ACCOUNT**

LEASE YEAR	DISTRICT DEPOSIT TO OPERATING ACCOUNT
2024	\$216,599
2025	\$291,599
2026	\$316,599
2027	\$341,599
2028	\$366,599
2029	\$391,599
2030	\$466,599
2031	\$491,599
2032	\$516,599
2033	\$541,599
2034	\$566,599
2035	\$641,599
2036	\$666,599
2037	\$691,599
2038	\$716,599
2039	\$741,599

SCHEDULE 4

REQUIRED TICKET SURCHARGE

LEASE YEAR	SURCHARGE AMOUNT (NON-SUITE OR BOX)	SURCHARGE AMOUNT (LUXURY SUITE OR BOX)
2024-2032	\$2.00	\$8.00
2033-2041	\$3.00	\$9.00
2042-2050	\$4.00	\$10.00

**SECOND AMENDED AND RESTATED
NON-RELOCATION AGREEMENT**

By and Among

**WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT,
STATE OF WISCONSIN**

and

**MILWAUKEE BREWERS BASEBALL CLUB,
LIMITED PARTNERSHIP**

Dated as of December __, 2024

**SECOND AMENDED AND RESTATED
NON-RELOCATION AGREEMENT**

THIS SECOND AMENDED AND RESTATED NON-RELOCATION AGREEMENT (this “Agreement”) is made as of the 1st day of [month], 2024 (the “**Effective Date**”), by and between the WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT, a statutorily created instrument of the State of Wisconsin (the “District”), the STATE OF WISCONSIN (the “State”), and the MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP, a Wisconsin limited partnership (the “Team”).

RECITALS:

A. The presence and conduct of professional baseball in the State of Wisconsin stimulates economic activity in the State and, therefore, the development, construction, improvement, repair, and maintenance of a modern state-of-the-art baseball stadium facility for the playing of professional baseball has been and will continue to be beneficial to the State.

B. To promote the conduct of professional baseball in the State, the District was established by the State’s legislature pursuant to Act 56 of the Wisconsin Legislature enacted on October 12, 1995, and published on October 25, 1995, and reconstituted by the 2023 Acts, for the purpose of financing, acquiring, developing, constructing, improving, repairing, maintaining, owning, leasing and operating a modern state-of-the-art baseball stadium facility.

C. The Team is the owner and operator of the Major League Baseball Club currently known as the Milwaukee Brewers.

D. The State and the District desire that the Club continue to play its Baseball Home Games in the City, and the Team desires to cause the Club to continue to play its Baseball Home Games in the City.

E. As an inducement to the Team to continue to cause the Club to play its Baseball Home Games in the City, the District and the Team caused the Stadium Project and Infrastructure to be constructed pursuant to that certain Construction Administration Agreement dated as of December 31, 1996, which Construction Administration Agreement was subsequently amended and restated in its entirety effective as of February 22, 2001 (as so amended and restated, the “**Construction Administration Agreement**”).

F. The District and the Team previously entered into that certain Lease Agreement dated as of December 31, 1996 (the “**Original Lease Agreement**”); that certain Amended and Restated Miller Park Lease Agreement dated June 30, 2004, as amended by (i) that certain First Amendment to Amended and Restated Lease Agreement dated as of December 1, 2004, (ii) that certain Second Amendment to Amended and Restated Lease Agreement entered into as of January 14, 2005, and (iii) that certain Third Amendment to Amended and Restated Lease Agreement dated as of August 18, 2011 (as so amended, the “**Restated Lease Agreement**”); and that certain Second Amended and Restated Miller Park Lease Agreement dated November 11, 2014, as amended by that certain First Amendment to Second Amended and

Restated Miller Park Lease Agreement dated September 10, 2019 (as so amended, the “**Second Restated Lease Agreement**”), which amended and restated, in its entirety, the Restated Lease Agreement.

G. Concurrently with the execution of the Original Lease Agreement, the District and the Team executed and delivered that certain Miller Park Shared Ownership Agreement dated as of December 31, 1996, which was amended and restated in its entirety by that certain Second Amended and Restated Miller Park Shared Ownership Agreement dated November 11, 2014; and that certain Third Amended and Restated American Family Field Shared Ownership Agreement, dated as of [month] 1, 2024 (as so amended and restated, the “**Shared Ownership Agreement**”). The Shared Ownership Agreement sets forth the ownership interest of the District and the Team in and to the Stadium Project.

H. On December 7, 2023, the 2023 Acts, which provide for additional funding from the State, the City and the County for the development, construction, improvement, repair, and maintenance of American Family Field in exchange for the extension of the lease term until December 31, 2050, and additional financial contributions by the Team, became effective. In order to effectuate the terms and requirements of the 2023 Acts, and the corollary agreements of the Team, the District, and the State, the Team and the District have entered into that certain Third Amended and Restated American Family Field Lease Agreement, dated as of December __, 2024 (the “**Lease**”).

I. As an inducement to the District and the State to assist the Team in causing the Stadium Project and Infrastructure to be constructed, the Team previously agreed to enter into that certain Non-Relocation Agreement dated as of December 31, 1996 (the “**Original Non-Relocation Agreement**”), as later amended and restated by that certain Amended and Restated Non-Relocation Agreement, dated as of January 1, 2004 (the “**Restated Non-Relocation Agreement**”).

J. As required by the 2023 Acts, and as an inducement to the State, the District, the City, and the County to make the financial and other contributions contemplated by the 2023 Acts, the Team has agreed to enter, and the Team, the District, and the State hereby enter, into this Second Amended and Restated Non-Relocation Agreement (the “**Non-Relocation Agreement**”).

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 **Definitions.** All capitalized terms used in this Agreement and not specifically defined herein shall have the meanings ascribed to them in the Lease.

1.2 **Second Amended and Restated Non-Relocation Agreement.** The District, the State and the Team hereby agree that they are entering into this Agreement for the purpose of

amending and restating in full the Restated Non-Relocation Agreement. The Restated Non-Relocation Agreement shall be deemed terminated and be of no further force and effect from and after the Effective Date of this Agreement. The undersigned hereby acknowledge and agree that the obligations evidenced by the Restated Non-Relocation Agreement have not been extinguished nor terminated and that the execution of this Agreement does not constitute a novation of the Restated Non-Relocation Agreement or any term or condition of the Restated Non-Relocation Agreement or other document entered into in connection therewith.

ARTICLE II

RELOCATION OF CLUB

2. General. The Team hereby acknowledges that the State and the District will be irreparably harmed by the relocation of the Club to a location other than the Stadium Complex during the Initial Term of the Lease. Accordingly, during the Initial Term of the Lease, the Team hereby acknowledges and agrees as follows:

a. The State and the District do not have an adequate remedy at law for breach of this Article II.

b. The Team shall not enter into any contract or agreement of any kind to relocate the Club to a location other than the Stadium Complex during the Initial Term of the Lease without the prior written consent of the State and the District.

c. The Team shall not make formal application to MLB for approval to relocate the Club to a location other than the Stadium Complex without the prior written consent of the State and the District, except to the extent such relocation would occur after expiration of the Initial Term of the Lease.

d. The Team shall, from and after the Commencement Date and until the expiration of the Initial Term or earlier termination of the Lease, subject to the Team's ability to play Baseball Home Games outside of the Stadium Complex in the event of a Force Majeure or any Untenantability Period, play all of its Baseball Home Games for each Season at the Stadium Complex; provided that, notwithstanding the foregoing, the Club shall be entitled to play, and the foregoing covenant shall not prevent or prohibit the Club from playing, its Baseball Home Games outside of the Stadium Complex during the Initial Term of the Lease as required or permitted by the MLB Rules and Regulations. For the avoidance of doubt, the Club shall be permitted to (i) play its Baseball Home Games that are Postseason Games outside of the Stadium Complex during any Season as required by Major League Baseball in accordance with MLB Rules and Regulations and (ii) play its Baseball Home Games outside of the Stadium Complex as required by MLB for MLB Special Events. "**MLB Special Event**" means those MLB games and other games described in the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association as international events and games, games designated by MLB as "jewel games," games for which MLB designates the Club as the home team and requires such game to be played other than at the Stadium Complex (e.g., as the home team for a series of games against another Major League Baseball Club or

Major League Baseball Clubs at a neutral site, whether within the United States or Canada or another foreign country, such as the “Field of Dreams” game or Little League Classic).

e. The Team agrees that, in the event of a violation of Sections (b) through (d) of this Article II (collectively, the “**Non-Relocation Covenants**”), the State and the District shall be entitled to seek and obtain, and the Team hereby consents to the entry of, a temporary restraining order, together with preliminary and permanent injunctive relief, from any court of competent jurisdiction to enjoin any violation of this Article II. The Team hereby waives any requirement that the State or the District post a bond in connection with such injunctive relief.

f. The State and the District shall be given prior written notice of any negotiations regarding:

i. Any proposed relocation of the Club during the Initial Term to a location other than the Stadium Complex;

ii. Any proposed sale or transfer during the Initial Term that would involve relocation of the Club to a location other than the Stadium Complex; or

iii. Any related sale or transfer of the Team’s Ownership Interest in the Stadium Complex during the Initial Term.

g. Notwithstanding anything to the contrary set forth in this Article II, it is expressly understood and agreed that the Team shall have the right to grant a mortgage, pledge, assignment or other security interest in any of the Team’s trade fixtures, equipment, personal property, receivables, accounts, contract rights, general intangibles, tangible and intangible assets, any of the Team’s revenue streams derived from any source whatsoever, or the Club to obtain financing or to secure a loan or loans from one or more lenders, and that any such action shall not be deemed to be a breach of this Article II. It is further expressly understood and agreed that such lender(s) or their successors and assigns shall not be bound by the terms of this Agreement and that such lender(s)’ mortgage, pledge, assignment or security interest shall not be subject to nor limited or restricted, in any way, by the terms of this Agreement.

h. Any breach of this Article II that has not been cured within thirty (30) days following written notice thereof from the District to the Team shall constitute a Team Default under the Lease and the Ground Lease, and shall entitle (i) the State, upon not less than thirty (30) days’ prior written notice to the Team, to terminate the Ground Lease; and (ii) the District, upon not less than thirty (30) days’ prior written notice to the Team, to terminate the Lease, in which event the Term of the Lease, as well as any obligations of the Team including, but not limited to, the obligations set forth in this Agreement, shall end, all in accordance with the terms set forth in Article 23 of the Lease.

ARTICLE III

DEFAULT BY DISTRICT

3. Default by District; Remedies of Team.

Notwithstanding anything to the contrary set forth in the Lease or any of the Other Stadium Agreements including, but not limited to, this Agreement, the Team may, in the event of the occurrence of any of the events set forth below (it being expressly understood and agreed that Force Majeure shall not be applicable to extend any time for performance as to clause (i) below), terminate this Agreement by giving to the District written notice of the Team's election to do so, in which event the obligations of the Team set forth in Article II herein, as well as the rights and remedies of the District set forth in this Agreement, shall end, and all of the obligations of the Team and the rights and remedies of the State and the District hereunder shall expire on the date stated in such notice; provided, however, that with respect to clause (ii) below, such expiration shall be that date that is the earlier of (x) the end of the Lease Year in which the termination notice is given; or (y) such earlier date as the Team may designate following such termination notice:

i. any Untenantability Period occurs and continues for three hundred sixty-five (365) consecutive days; or

ii. a District Default occurs under Section 24.1(a), (b), (c), provided such failure under Section 24.1(c) relates to a financial obligation (including an obligation to perform and pay for a Segregated Reserve Account Project) in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00), (d), (e), (f), (g), (h), (i) or (j) of the Lease, and such District Default continues thereafter subsequent to the expiration of any applicable Notice and Cure Period.

ARTICLE IV

NOTICES

4. Notices. All notices and demands required or desired to be given by either party to the other with respect to this Agreement shall be in writing and shall be delivered personally, sent by commercial overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided.

Notices to or demands upon the Team shall be addressed to the Team at:

American Family Field
One Brewers Way
Milwaukee, Wisconsin 53214
Attention: General Counsel

with a copy to:

Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
Attention: Andrew J. Wronski

Notices to or demands upon the District shall be addressed to the District at:

American Family Field
One Brewers Way
Milwaukee, Wisconsin 53214
Attention: Executive Director

with a copy to:

Godfrey & Kahn, S.C.
One East Main Street, Suite 500
Madison, Wisconsin 53703
Attention: Mike B. Wittenwyler

Notices to or demands upon the State shall be addressed to the State at:

State Capitol Building
P. O. Box 7863
Madison, Wisconsin 53707-7863
Attention: Governor

with a copy to:

Department of Administration
10th Floor
101 East Wilson Street
P. O. Box 7864
Madison, Wisconsin 53707-7864
Attention: Secretary

Notices and demands shall be deemed given and served (a) upon receipt or refusal, if delivered personally, (b) one (1) business day after deposit with an overnight courier service, or (c) three (3) days after deposit in the United States mail, if mailed. Any party may change its address for receipt of notices by giving notice of such change to the other party in accordance herewith.

ARTICLE V

MISCELLANEOUS

5.1 Recitals. The foregoing Recitals are hereby incorporated herein as if fully set forth herein and are material terms and provisions of this Agreement representing the intent of the parties hereto.

5.2 Entire Agreement. This Agreement, together with the Lease and the Other Stadium Agreements, contains the entire agreement of the District, the State, and the Team. No representations, promises or agreements, oral or otherwise, between or among the parties not contained in this Agreement, the Lease nor any Other Stadium Agreements shall be of any force and effect. Neither this Agreement nor any provisions hereof may be changed, waived, discharged, or terminated except in writing executed by the District, the State, and the Team. In the event of any conflict between the terms of this Agreement and the terms of the Lease, the terms set forth in the Lease shall govern. Nothing contained in this Agreement is intended to alter or modify the terms of the Lease.

5.3 Amendments. Any amendment to this Agreement shall be subject to and made in accordance with the MLB Rules and Regulations and shall be subject to the prior receipt of all necessary MLB Approvals. Any amendment, supplement, waiver or other modification of this Agreement made without first obtaining all necessary MLB Approvals shall be null and void *ab initio*.

5.4 Binding Effect. Each provision and covenant of this Agreement shall extend to and shall bind and inure to the benefit of not only the parties to this Agreement, but also, except as set forth in Section 2(g) of this Agreement, their respective successors and assigns.

5.5 MLB Requirements. Any contrary provisions contained herein notwithstanding:

a. This Agreement and the rights of the State and the District hereunder, including the exercise of any rights or remedies hereunder, whether existing by statute, law or as a matter of equity, and the obligations of the Team hereunder, shall be and are subject to the MLB Rules and Regulations, as reasonably determined by MLB in its sole discretion, the application or enforcement of which the State and the District shall not directly or indirectly oppose, interfere with or seek to limit, whether by action or inaction, in any fashion whatsoever, whether or not explicit reference thereto is made herein, and nothing herein is intended to violate or breach any such MLB Rules and Regulations; provided that the provisions of this Section 5.5 are not intended to and shall not annul the rights of the State or the District to exercise its remedies to enforce the express terms of this Agreement in accordance with and subject to the terms of this Section 5.5, except that specific performance is not an available remedy where specific performance would result in the Team's noncompliance with the MLB Rules and Regulations (other than in the case of a breach of a Non-Relocation Covenant), and further provided that nothing in this Section 5.5 shall be construed to require the State, the District or the Team to violate or accept the violation of any provision of Wisconsin law, including the provisions of Chapter 229, Wis. Stats.

b. Neither the Team nor any other Person (other than the Commissioner or MLB) shall have any right to enforce any provision of this Section 5.5.

c. The Commissioner and MLB are intended third-party beneficiaries of the provisions of this Section 5.5 and each other provision in this Agreement that prohibits action without first obtaining MLB Approval and, in addition to their right to waive or enforce the provisions of this Section 5.5, the Commissioner and MLB shall be entitled

and have the right to waive or enforce such other provisions directly against any party hereto (or their successors and permitted assigns) to the extent that any such other provision is for the benefit of the Commissioner, MLB or the Major League Baseball Clubs.

d. The State and the District, by their acceptance of the benefits hereof, each hereby agrees that it shall, for no further consideration, execute and deliver any documents or instruments or take any other action that the Commissioner or MLB may reasonably request in order to evidence or effectuate the terms of this Section 5.5.

e. The Commissioner and MLB shall have no liability whatsoever to any Person for actions taken pursuant to this Section 5.5 (other than for fraudulent acts or willful misconduct with respect to this Section 5.5 by the Commissioner or MLB), and the State and the District each hereby releases the Commissioner and MLB from any and all claims arising out of or in connection with any such actions. Nothing contained in this Agreement shall create any duty on behalf of the Commissioner or MLB to any other Person.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Non-Relocation Agreement to be executed as of the date first written above.

THE DISTRICT:

WISCONSIN PROFESSIONAL BASEBALL
PARK DISTRICT

By: _____
Name: Jenni Dye
Title: Chairwoman

THE STATE:

STATE OF WISCONSIN

By: _____
Tony Evers, Governor

By: _____
Name: _____
Title: _____

THE TEAM:

MILWAUKEE BREWERS BASEBALL
CLUB, LIMITED PARTNERSHIP

By: MILWAUKEE BREWERS BASEBALL
CLUB, INC.

By: _____
Name: Richard C. Schlesinger
Title: Executive Vice-President

**THIRD AMENDED AND RESTATED
AMERICAN FAMILY FIELD
(F/K/A MILLER PARK)
SHARED OWNERSHIP AGREEMENT**

By and Between

WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT

and

**MILWAUKEE BREWERS BASEBALL
CLUB, LIMITED PARTNERSHIP**

Dated as of [date], 2024

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EXHIBITS:

Exhibit A	-	Team’s Office Space
Exhibit B	-	Permitted Exceptions
Exhibit C	-	Memorandum of Third Amended and Restated American Family Field Shared Ownership Agreement

**THIRD AMENDED AND RESTATED
AMERICAN FAMILY FIELD (F/K/A MILLER PARK)
SHARED OWNERSHIP AGREEMENT**

THIS THIRD AMENDED AND RESTATED AMERICAN FAMILY FIELD (F/K/A/ MILLER PARK) SHARED OWNERSHIP AGREEMENT (this “**Agreement**”) is hereby entered into by and between the **WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT**, a body corporate and politic existing under and by virtue of Subchapter III of Chapter 229 of the Wisconsin Statutes created by 1995 Wisconsin Act 56 and reconstituted by 2023 Wisconsin Act 40 (the “**District**”), and the **MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP**, a Wisconsin limited partnership (the “**Team**”, and together with the District, the “**Owners**”) and is effective as of the ____ day of _____, 2024 (the “**Effective Date**”).

RECITALS

A. The State of Wisconsin (the “**State**”) owns a portion of the Site. The State has leased such portion of the Site, with all rights appurtenant thereto, to the District pursuant to a Ground Lease, dated as of October 21, 1996, as amended by the First Amendment to Ground Lease dated as of October 31, 1998 and as amended by the Second Amendment to Ground Lease dated as of August 18, 2011 (collectively, the “**Ground Lease**”).

B. The District has entered into a Ground Lease dated September 18, 1998 between the State of Wisconsin, State Building Commission as Lessor, and the District, as Lessee (the “**1998 Ground Lease**”) for the remaining portion of the Site.

C. The District is a statutorily created instrumentality of the State and, subject to the terms of this Agreement, owns an undivided tenant in common interest in and to the “**Stadium Project**” (as hereinafter defined).

D. The Team is the owner and operator of the Major League Baseball Club known as the Milwaukee Brewers and, subject to the terms of this Agreement, owns an undivided tenant in common interest in and to the Stadium Project.

E. Concurrently with the execution of this Agreement, the Owners have executed and delivered that certain Third Amended and Restated American Family Field Lease Agreement dated as of [date], 2024 (as same may be amended, modified and/or restated from time to time, the “**Lease**”), which sets forth certain rights and obligations of the Team and the District with respect to the sublease of the Site to the Team by the District and the lease of the “**District Ownership Interest**” by the District to the Team.

F. The Owners have executed and delivered that certain Construction Funding Agreement dated December 31, 1996 (the “**Construction Funding Agreement**”), which evidences the respective obligations of the Team and the District to fund the cost of construction of the Stadium Project.

G. As an inducement to the Team to continue to cause the Club to play its Baseball Home Games in the City, the District and the Team agreed to cause the Stadium Project and Infrastructure to be constructed pursuant to that certain Construction Administration Agreement dated as of December 31, 1996, which Construction Administration Agreement was subsequently amended and restated in its entirety effective as of February 22, 2001 (the “**Construction Administration Agreement**”).

H. The Team holds the “**Team Ownership Interest**” for investment purposes and not for the active conduct of a trade or business, and the District holds the District Ownership Interest to fulfill its governmental purpose.

I. The Owners previously entered into that certain Miller Park Shared Ownership Agreement dated December 31, 1996 (the “**Original Agreement**”), that certain Amended and Restated Miller Park Shared Ownership Agreement dated as of February 22, 2001, and amendments thereto dated January 14, 2005 and February 20, 2006 (the “**Restated Shared Ownership Agreement**”), and that certain Second Amended and Restated Miller Park Shared Ownership Agreement, dated as of November 11, 2014 (the “**Second Restated Shared Ownership Agreements**”), which set forth the terms and conditions of the Owners’ common undivided ownership of the Stadium Project.

J. The Owners desire to enter into this Agreement for the purpose of amending and restating in full all agreements between the Owners as provided in the Second Restated Shared Ownership Agreement.

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

1. Amended and Restated Agreement; Recitals and Certain Definitions.

(a) Amended and Restated Agreement. The Owners agree that they are entering into this Agreement for the purpose of amending and restating in full all agreements between the Owners as provided in the Second Restated Shared Ownership Agreement, and the Second Restated Shared Ownership Agreements shall have no further force and effect from and after the Effective Date. Notwithstanding the foregoing, any dispute regarding the Owners’ respective obligations, liabilities, or remedies shall be resolved in accordance with the terms and conditions set forth in the Original Agreement, Restated Shared Ownership Agreement, or Second Restated Shared Ownership Agreement, as the case may be, in effect as of the date of the event giving rise to the dispute.

(b) Recitals. The foregoing Recitals are hereby incorporated herein as fully set forth below and are material terms and provisions of this Agreement representing the intent of the parties hereto.

(c) Certain Definitions. All capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

(i) **“District Ownership Interest”** shall mean the District’s share of the Ownership Interests as determined pursuant to Section 3 of this Agreement.

(ii) **“Individual Personal Property”** shall mean: 1) any tangible personal property of the District or the Team that is kept and maintained other than at the Stadium Complex; 2) any machinery, fixtures, furniture or equipment of the District or the Team kept and maintained at the Stadium Complex that has been identified and classified as Individual Personal Property pursuant to Paragraph 8(f) of this Agreement; and 3) all machinery, furniture, equipment and other personal property located in the Team Office Space (which shall be the Team’s Individual Personal Property) and all machinery, furniture, equipment and other personal property located in the District Office Space (which shall be the District’s Individual Personal Property). Notwithstanding the foregoing, any machinery, fixtures, furniture or equipment installed under the Construction Administration Agreement shall be considered a Component of the Stadium Project, owned by the Owners as undivided tenants in common.

(iii) **“Ownership Interests”** shall mean the undivided one hundred percent (100%) tenants-in-common interest in the Stadium Project, with such 100% interest being comprised of the District Ownership Interest and the Team Ownership Interest.

(iv) **“Site”** shall mean the land leased to the District pursuant to the Ground Lease and the 1998 Ground Lease as legally described on Exhibit A to the Lease.

(v) **“Stadium Project”** shall mean all improvements on the Site including, without limitation, American Family Field, Helfaer Field, the Tailgate Haus, the Included Infrastructure Improvements, private roadways, equipment, and all other improvements of every kind and nature situated on the Site other than the Site, the Excluded Infrastructure Improvements and any Individual Personal Property owned by the Team or the District.

(vi) **“Team Office Space”** shall mean the Team’s office space, conference rooms and storage space located within American Family Field as more particularly described in Exhibit A attached hereto and made a part hereof.

(vii) **“Team Ownership Interest”** shall mean the Team’s share of the Ownership Interests as determined pursuant to Section 3 of this Agreement.

2. **Term of Agreement.** The term of this Agreement (the **“Term”**) shall commence as of the Effective Date and shall continue until terminated pursuant to Section 9.

3. **Funding Contributions and Ownership.**

(a) Contributions. The Owners hereby acknowledge and agree that the contribution of funds necessary for the construction of the Stadium Project did not occur at the times or in the manner originally contemplated by, or pursuant to the procedure

established by, the Construction Funding Agreement. Specifically, no Project Construction Fund (as defined in the Construction Funding Agreement) was established. Notwithstanding the foregoing, the Team acknowledges that the District has contributed at least One Hundred Sixty Million Dollars (\$160,000,000) and has fully satisfied the District's obligation to contribute funds pursuant to the Construction Funding Agreement and the District acknowledges that the Team has contributed Ninety Million Dollars (\$90,000,000) (the "**Team Capital Contribution**") in full satisfaction of the Team's obligation to contribute funds pursuant to the Construction Funding Agreement.

(b) Termination. The Owners acknowledge that the Construction Funding Agreement was terminated by the Amended and Restated Miller Park Shared Ownership Agreement. Notwithstanding the termination of the Construction Funding Agreement, the parties agree that Sections 5(f), 5(g), 5(h), 6(a), 6(b), 6(c) and 12(m) of the Construction Funding Agreement shall survive indefinitely. The Team further agrees that, notwithstanding any provision of the Construction Funding Agreement, it is not entitled to, and it hereby waives any claim it may have for, any repayment or refund of any part of the Team Capital Contribution or any payment of any project savings or any interest or other earnings on any contribution of funds by the Team or the District pursuant to the Construction Funding Agreement or otherwise.

(c) Percentage of Ownership. Each of the Team Ownership Interest and the District Ownership Interest shall be an undivided interest as tenants-in-common. The Owners agree that their respective shares of the Ownership Interests shall be based upon their respective financial contributions towards the construction of the Stadium Project, along with their respective financial contributions to improvements and alterations to the Stadium Project and shall be expressed as a percentage of the total financial contributions of the Owners as calculated from time-to-time as set forth below.

(d) Initial Calculation of Ownership Interests. Based upon the terms of the Original Agreement on February 20, 2006, the Owners agreed the Team Ownership Interest was twenty-nine and nine hundredths percent (29.09%) and the District Ownership Interest was seventy and ninety-one hundredths percent (70.91%), effective retroactively to November 1, 2000.

(e) Current Calculation of Ownership Interests. The Owners hereby agree that the Team Ownership Interest is 38.07% and the District Ownership Interest is 61.93%, effective retroactively to December 31, 2023.

(f) Periodic Recalculation of Ownership Interests.

(i) Following the Effective Date, the Owners agree to recalculate their respective shares of Ownership Interests upon all or any of the following events: 1) at least once every five (5) calendar years; 2) upon the request of an Owner, but not more than once per calendar year; and 3) upon the expiration or sooner termination of the Lease.

(ii) The Owners agree that the District shall cause its accountants to promptly recalculate the Team Ownership Interest and the District Ownership Interest to reflect the Owners' respective aggregate financial contributions towards the construction, improvement and alteration of the Stadium Project ("**District Accountant's Calculation**"), and the District shall deliver the District Accountant's Calculation to the Team. The Owners agree to provide the District's accountants with prompt and reasonable access to financial information related to their respective contributions to the Stadium Project. For purposes of the calculation, the Owners' respective financial contributions shall include their respective contributions to the Segregated Reserve Account (and the Team's contribution shall include that portion of Rent that the District is required to deposit into the Segregated Reserve Account under the Lease and the 2023 Acts) and the costs and expenses incurred and paid by either party that would be categorized as capital expenditures in accordance with generally accepted accounting principles ("**GAAP**"). The Team shall have sixty (60) days ("**Objection Period**") to review the District Accountant's Calculation. In the event the Team objects or disagrees with all or any portion of the District Accountant's Calculation, it shall notify the District in writing of its objections prior to the expiration of the Objection Period. Thereafter, for a period of sixty (60) days, the District and the Team shall meet in an attempt to resolve all such objections. In the event that the District and the Team cannot resolve such objections, the matter shall be submitted to arbitration in accordance with the procedures contained in Section 33.15(b) of the Lease. The Owners hereby acknowledge and agree that in the event their respective shares of the Ownership Interests are recalculated under this provision, the Owners shall enter into an amendment or supplement to this Agreement to accurately reflect the recalculated Ownership Interests, which shall govern their rights and obligations under this Agreement and the Lease, including, without limitation, the Owners' respective obligations for property insurance premiums thereunder.

4. **Management Rights.** Subject in all respects to the Lease, the parties agree to share information and to cooperate and act in good faith to reach agreement on matters related to the Stadium Complex and the Ownership Interests, and each party shall have sole management authority with respect to its respective share of the Ownership Interests. The Team and the District have further agreed to delegate certain rights, powers and duties to the other and to cooperate fully with the other to permit the exercise of such rights, powers and duties under certain circumstances as follows:

(a) Rights, Powers, Duties and Obligations of the Parties During the Term of the Lease. During the Term of the Lease, the rights, powers, duties and obligations of the District and the Team with regard to the Stadium Complex shall be governed by the Lease, except as otherwise expressly provided herein. In the event of an inconsistency between this Agreement and the Lease, the terms and conditions of the Lease shall control except as otherwise provided in Section 7 of this Agreement.

(b) Rights, Powers, Duties and Obligations of the District upon Expiration or District Termination of the Lease. Upon termination of the Lease by the District (in accordance with rights granted to the District under the Lease) or upon expiration of the

term of the Lease without renewal of the Extension Term (as defined in the Lease) by the Team, in addition to the rights, if any, of the District under Section 10(a) hereof, the District shall have the following rights, powers, duties and obligations:

(i) Full, complete and sole authority and power on behalf of the Owners with respect to the management of the Stadium Complex, including the repair and maintenance of the Stadium Complex and the right to execute lease agreements and other contracts reasonably necessary to operate and maintain the Stadium Complex;

(ii) Full, complete and sole authority and power on behalf of the Owners to bring, defend, settle, compromise or otherwise participate in any and all actions, proceedings or investigations (whether at law, in equity or before any governmental authority or agency) arising out of, in connection with, or related to the Stadium Complex, the protection of the Stadium Complex, or the enforcement of any provision or right of the Owners as landlord under any lease, or as licensor pursuant to any license agreement, of all or any portion of the Stadium Complex;

(iii) Unless the Team Ownership Interest is conveyed to the District pursuant to Section 16.4 of the Lease, for a period of one year following the date of expiration or termination of the Lease by the District, the full, complete and sole authority and power on behalf of the Owners to negotiate, enter into and perform a contract for sale of the Stadium Complex, subject to the Team's rights of first refusal described in Section 8 of this Agreement; and

(iv) For the purpose of the District exercising its powers as provided in this Section 4(b), in the event the Team fails to execute any instruments or documents deemed necessary by the District after thirty (30) days prior written notice to the Team, the Team hereby agrees that the District will be entitled to act on the Team's behalf as the Team's attorney-in-fact for the purpose of executing any such documents or instruments. Accordingly, the Team hereby constitutes and irrevocably appoints the District or any of its officers or its Executive Director as the Team's attorney-in-fact for all of the purposes set forth in this Section 4(b).

For purposes of this Section 4(b), Section 8(a) shall apply to the sale of the District Ownership Interest as a Selling Owner, and if the Team, as the Non-Selling Owner, accepts the offer then, in such event, any and all rights of the District under this Section 4(b) shall terminate upon the consummation of the sale of the District Ownership Interest to the Team.

(c) Rights, Powers, Duties and Obligations of the Team Upon Termination of the Lease by the Team. Upon termination of the Lease by the Team (in accordance with rights granted to the Team under the Lease), in addition to the rights, if any, of the Team under Section 10(b) hereof, the Team shall have the following rights, powers, duties and obligations:

(i) Full, complete and sole authority and power on behalf of the Owners with respect to the management of the Stadium Project, including the repair and

maintenance of the Stadium Complex and the right to execute lease agreements and other contracts reasonably necessary to operate and maintain the Stadium Project;

(ii) Full, complete and sole authority and power on behalf of the Owners to bring, defend, settle, compromise or otherwise participate in any and all actions, proceedings or investigations (whether at law, in equity or before any governmental authority or agency) arising out of, in connection with, or related to the Stadium Project, the protection of the Stadium Project, or the enforcement of any provision or right of the Owners as landlord under any lease, or as licensor pursuant to any license agreement, of all or any portion of the Stadium Project;

(iii) For a period of one year following the date of termination of the Lease by the Team, the full, complete and sole authority and power on behalf of the Owners to negotiate, enter into, and perform a contract for the sale of the Stadium Project, subject to the District's rights of first refusal described in Section 8 of this Agreement; and

(iv) For the purpose of the Team exercising its powers as provided in this Section 4(c), in the event the District fails to execute any instruments or documents deemed necessary by the Team after thirty (30) days prior written notice to the District, the District hereby agrees that the Team will be entitled to act on the District's behalf as the District's attorney-in-fact for the purpose of executing any such documents or instruments. Accordingly, the District hereby constitutes and irrevocably appoints the Team or any of its officers as the District's attorney-in-fact for all of the purposes set forth in this Section 4(c).

For purposes of this Section 4(c), Section 8(a) shall apply to the sale of the Team Ownership Interest as a Selling Owner and if the District, as the Non-Selling Owner, accepts the offer then, in such event, any and all rights of the Team under this Section 4(c) shall terminate upon the consummation of the sale of the Team Ownership Interest to the District.

(d) Revenues and Expenses. All revenues generated and expenses incurred by actions taken pursuant to Sections 4(b) and 4(c) shall be shared by the Owners in the ratio of their respective share of the Ownership Interests, subject, in all events, to the following:

(i) In the event the District exercises its rights under Section 4(b) and there are claims by the District against the Team that have been resolved in the District's favor but remain unpaid by the Team, the District shall have the right of set-off against the Team's share of such revenues for the amounts of such claims. If there are claims then pending against the Team by the District, the Team's share of the net revenues shall be paid to an escrow agent selected by the parties who shall hold the amounts so deposited until the claims have been finally resolved. Any income earned on the escrow funds shall be allocated in the ratio in which the escrow funds are finally distributed. The Team's right to the escrow proceeds, including income thereon, shall be subject to the District's right of set-off for any damages that are finally determined to be owing from the Team to the District. The

Team does hereby convey and grant to the District a security interest and lien in and against any such escrow proceeds to secure any set off claim possessed by the District and the escrow agent shall be deemed to hold any escrow proceeds deposited pursuant to this Section 4(d)(i) as agent for and on behalf of the District.

(ii) In the event the Team exercises its rights under Section 4(c) and if there are claims by the Team against the District that have been resolved in the Team's favor but remain unpaid by the District, the Team shall have the right of set-off against the District's share of such revenues for the amounts of such claims. If there are claims then pending against the District by the Team, the District's share of the net revenues shall be paid to an escrow agent selected by the parties who shall hold the amounts so deposited until the claims have been finally resolved. Any income earned on the escrow funds shall be allocated in the ratio in which the escrow funds are finally distributed. The District's right to the escrow proceeds, including income thereon, shall be subject to the Team's right of set-off for any damages that are finally determined to be owing from the District to the Team. The District does hereby convey and grant to the Team a security interest and lien in and against any such escrow proceeds to secure any set off claim possessed by the Team and the escrow agent shall be deemed to hold any escrow proceeds deposited pursuant to this Section 4(d)(ii) as agent for and on behalf of the Team.

(iii) Except as expressly provided in Section 4(e), any expenses incurred by either the Team or the District in exercising their rights under Sections 4(b) and 4(c) shall be exclusively paid out of revenues generated by the Stadium Project; provided, however, in the event the party exercising its rights under Sections 4(b) or 4(c) incurs expenses in excess of revenues generated by the Stadium Project and in excess of any proceeds available to that Owner under Section 4(e) (the "**Excess Expenses**"), then, upon the sale of the Stadium Project pursuant to Sections 4(b)(iii) and 4(c)(iii) or pursuant to Sections 8 or 10 of this Agreement, the Owner that has incurred such Excess Expenses shall have the right to set-off such Excess Expenses against any proceeds due to the other Owner upon a sale of the Stadium Project.

(e) Segregated Reserve Account. Upon the termination or expiration of the Lease, any funds remaining in the Segregated Reserve Account shall be distributed in accordance with Section 13.5 of the Lease.

5. **Ownership Rights.** Notwithstanding their respective Ownership Interests in the Stadium Project, the parties hereto agree as follows:

(a) The District shall, subject to the terms of the Lease, retain all right, title and interest in and to all "**Rent**" (as defined in the Lease) paid by the Team under the Lease.

(b) The Team shall, subject to the terms of the Lease, retain all right, title and interest in and to revenues generated by the operations of the Team or derived from the Team's operation of the Stadium Complex as provided in the Lease.

(c) The District and the Team each agree that their respective share of the Ownership Interests is subject to any limitations or restrictions contained in the Lease as well as the Ground Lease and the Transfer Agreement entered into between the State and Milwaukee County, including, without limitation, any rights of reversion or forfeiture held by the State or Milwaukee County.

(d) Upon termination or expiration of the Lease, and for so long as the Team retains the Team's Ownership Interest, the rights of the District under the Ground Lease shall be held by the District for the benefit of both the Team and the District pursuant to the terms of this Agreement.

(e) Notwithstanding anything to the contrary contained herein, the Owners shall not be prohibited from acquiring additional real estate, whether or not adjacent to the Site, and the acquisition, ownership and operation of such real estate shall not be subject to the terms of this Agreement or the Lease.

6. **Books of Account; Tax Information.** In the event an Owner exercises any rights granted under Sections 4(b) or 4(c), such Owner shall maintain or cause to be maintained complete and proper books of account and records with respect to the Stadium Complex in accordance with GAAP, consistently applied, and shall provide an accounting to the other Owner upon request. Each Owner shall have the right to inspect such books of account and records upon reasonable advance notice, during normal business hours at such office as the Owners may designate from time to time.

7. **Tax Benefits; Depreciation.** During the Term of this Agreement, the Owners shall each be entitled to the sole and exclusive use and enjoyment (in the ratio of their respective shares of the Ownership Interests) of any and all tax benefits that may accrue to the Owners by virtue of their respective shares of the Ownership Interests.

8. **Restrictions on Transfer of Ownership Interests.**

(a) Right of First Refusal on Ownership Interests. During the Term of this Agreement, but in all events subject to each and every term and condition contained in the Lease, each Owner shall have the right of first refusal to purchase the other Owner's share of the Ownership Interests according to the following procedures. In the event that an Owner (the "**Selling Owner**") receives a bona fide offer from a third party to purchase, assume or otherwise acquire the Selling Owner's entire share of the Ownership Interests and the Selling Owner determines to sell, convey, assign or otherwise transfer its entire share of the Ownership Interests to such third party, the Selling Owner shall promptly give the other Owner (the "**Non-Selling Owner**") notice thereof (the "**Notice**"), which Notice shall contain a true, correct, complete and fully executed copy of such bona fide offer and a statement by the Selling Owner that it has accepted such bona fide offer. No offer shall be accepted by a Selling Owner (a) for less than all of the Selling Owner's share of the Ownership Interests, or (b) that contains non-cash consideration that does not have a readily ascertainable market value. Upon receipt of the Notice, the Non-Selling Owner shall have the right of first refusal to purchase or otherwise acquire all of the Selling Owner's share of the Ownership Interests on the same terms and conditions contained in

the Notice. Such right shall be exercised by the Non-Selling Owner within one hundred twenty (120) days after the Non-Selling Owner receives the Notice from the Selling Owner, by the Non-Selling Owner so notifying the Selling Owner in writing. In the event the Non-Selling Owner does not so notify the Selling Owner within said one hundred twenty (120) day period, the Selling Owner may, within one hundred twenty (120) days thereafter, sell or otherwise transfer its share of the Ownership Interests (subject in all events to the terms of this Agreement and all other agreements between the District and the Team) to the party making said offer and on the same terms and conditions contained in the Notice. If the Selling Owner does not so sell or otherwise transfer its share of the Ownership Interests within such one hundred twenty (120) day period, the terms and conditions of this right of first refusal shall again apply to any proposed subsequent sale, assignment, conveyance or other transfer of any of the Ownership Interests. If the Team is the Non-Selling Owner and accepts the District's offer, the terms of the sale to the Team shall include a sublease of the District's rights under the Ground Lease to the Team to the extent permitted in the Ground Lease. Each transfer, sale, assignment or conveyance permitted pursuant to this Section 8(a) shall in all events be subject to each and every term and condition contained in the Lease and every other agreement between the Team and the District, and no such transfer shall be effective until the assignee, transferee or purchaser executes and delivers all instruments and documents that the Non-Selling Owner believes to be necessary or desirable to bind the assignee, transferee or purchaser to the terms and conditions of this Agreement and the other agreements between the Owners, including, but not limited to, the Non-Relocation Agreement.

(b) Excluded Transfers of Ownership Interests. Section 8(a) above shall not apply to any of the following transfers:

(i) Transfers of either Owner's share of the Ownership Interests between the Owners as provided in this Agreement;

(ii) Transfers of either Owner's share of the Ownership Interests to any person or entity directly or indirectly controlled by or under common control with an Owner, provided that such transfer is in accordance with the terms of Article 19 of the Lease; and

(iii) Transfers of the District's Ownership Interest to another governmental entity or agency, provided that any such transfer is in accordance with Article 19 of the Lease.

Each transfer, sale, assignment or conveyance permitted pursuant to this Section 8(b) shall in all events be subject to each and every term and condition contained in the Lease and every other agreement between the Team and the District, and no such transfer shall be effective until the assignee, transferee or purchaser executes and delivers all instruments and documents that the other Owner believes to be necessary or desirable to bind the assignee, transferee or purchaser to the terms and conditions of this Agreement and the other agreements between the Owners, including, but not limited to, the Non-Relocation Agreement.

(c) Transfers of Individual Components of the Stadium Complex. Except as provided in the Lease or in Section 8(a) and 8(d), neither Owner shall have the right to assign, transfer, sell or convey any interest in any individual Components of the Stadium Project (notwithstanding any allocation of ownership thereof pursuant to Section 7 hereof) without the prior written consent of the other Owner.

(d) Negative Lien Covenants. Neither the District nor the Team shall grant, create or permit to exist any mortgage, security interest, lien, charge or encumbrance (collectively “**Liens**”) on all or any portion of its share of the Ownership Interests except for:

(i) leases, licenses and similar interests granted by the Team in compliance with the Lease in the ordinary course of the operation of a Major League Baseball Club, including but not limited to licenses and similar interests, whether short term or long term, in or to reserved seats, club seats, private membership facilities, skyboxes, concessionaires, vendors and advertisers;

(ii) the entry against the Team or the District of one or more judgments or decrees involving an aggregate liability of not more than One Hundred Thousand and 00/100 Dollars (\$100,000.00), that has or have become non-appealable and that remain undischarged, unsatisfied and unstayed for more than forty-five (45) days in the event a notice of entry of judgment is filed or ninety (90) days in the event a notice of entry of judgment is not filed, whether or not consecutive, or the issuance and levy of a writ of attachment or garnishment against the Owner’s share of the Ownership Interests or the Stadium Complex in an action claiming more than One Hundred Thousand and 00/100 Dollars (\$100,000.00), and that is not released or appealed and bonded over in a manner reasonably acceptable to the other Owner;

(iii) rights reserved to or vested in any public body by the terms of any right, power, franchise, grant, license, permit or provision of law, affecting the Stadium Complex or any portion thereof, to (a) terminate such right, power, franchise, grant, license or permit, provided that the exercise of such right would not materially impair the use of the Stadium Complex in accordance with the Lease or materially and adversely affect the value of the Stadium Complex, or (b) purchase, condemn, appropriate or recapture, or designate a purchaser of, the Stadium Complex or any portion thereof, provided that the exercise of such right would not materially impair the use of the Stadium Complex in accordance with the Lease;

(iv) any Liens for taxes, assessments, levies, fees, water and sewer charges, and other governmental and similar charges in connection with the Stadium Complex (a) that are not due and payable, or (b) that are not delinquent, or (c) that are being contested in good faith and at the cost and expense of the Owner contesting such matter and that contest operates during the pendency thereof to prevent the collection of or other realization upon the pendency of such Lien, and the Owner contesting such Lien either obtains a bond reasonably satisfactory to the other Owner or deposits an amount with the other Owner satisfactory to fully pay

such Liens (and any interest earned thereon), and the Owner contesting such Lien agrees to indemnify, defend and hold the other Owner harmless from any liability with respect to the contest of such Lien;

(v) any Liens of mechanics, materialmen and laborers for work or services performed or materials furnished that have not been due for more than sixty (60) days, or, if the same has been due for more than sixty (60) days, the Owner causing the Lien shall have the right to contest such Lien in good faith, provided: (a) such contest shall have the effect of preventing the sale or forfeiture of the Stadium Complex, or any Component thereof or interest therein, to satisfy such Lien; (b) that, within twenty (20) days after the Owner causing the Lien has been notified of the filing of such Lien, such Owner shall have notified the other Owner in writing of such Owner's intent to contest such Lien; (c) the Owner contesting such Lien agrees to indemnify, defend and hold the other Owner harmless from any liability with respect to such contest; (d) the Owner contesting such matter either obtains a title insurance endorsement (if applicable) over such Lien insuring the other Owner against loss or damage by reason of the existence of such Lien or deposits an amount with the other Owner (or a bank as an escrow agent on the other Owner's behalf) a sum of money which shall be sufficient in the reasonable judgment of the other Owner (not to exceed 125% of the amount of such Lien) to pay in full such Lien and all interest that might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the reasonable judgment of the other Owner, such increase is advisable; and (e) in case the Owner causing such Lien deposits funds as provided in (d) hereof and thereafter fails to prosecute such contest with reasonable diligence or fails to pay the amount of such Lien plus any interest finally determined to be due upon the conclusion of such contest, the other Owner may apply any amounts so deposited to payment of or on account of such Lien, or that part thereof then unpaid, together with interest thereon, and, if the amount on deposit is insufficient for the payment in full of such Lien (together with interest thereon), the Owner causing the Lien shall forthwith, upon demand, deposit with the other Owner a sum which, when added to the funds then on deposit, shall be sufficient to pay any such Lien in full, and, in the event the contest of the Lien is ultimately resolved, the Owner holding such deposit shall apply the deposit first to the payment of any unpaid amounts due under the Lien (including any interest thereon) and the remainder of such deposit, if any, shall be returned to the Owner which made the deposit;

(vi) rights reserved to or vested in any public body to control or regulate the Stadium Complex, which rights do not materially impair the use of the Stadium Complex in accordance with the Lease or materially and adversely affect the value of the Stadium Complex;

(vii) provided the same is in compliance with the Lease and only during the term of the Lease, any Lien or restriction on use, expressed or implied, on Components of the Stadium Complex received as a gift, pursuant to the terms of

such gift, provided that any such Lien attaches solely to the Component that is the subject of such gift;

(viii) any Lien described in Exhibit B attached to this Agreement that is existing on the date of this Agreement and any other such Lien as may be agreed to pursuant to the Lease;

(ix) restrictions imposed by Major League Baseball, the Commissioner, or any other Major League Entity regarding the use of the Stadium Complex during the term of the Lease;

(x) Liens granted by the Team in revenues derived from the Stadium Complex in compliance with the terms of the Lease and only during the term of the Lease;

(xi) the Ground Lease, the Transfer Agreement, the Construction Funding Agreement, the Interim Lease, the Lease, the Non-Relocation Agreement, the Construction Administration Agreement, the Naming Rights Agreement and this Agreement;

(xii) easements, rights-of-way, servitudes, restrictions and other defects, encumbrances or irregularities in the title of the Stadium Complex that do not materially impair the use of the Stadium Complex in accordance with the Lease or this Agreement or materially and adversely affect the value of the Stadium Complex;

(xiii) any Lien created or incurred in the ordinary course of business in an amount not more than One Hundred Thousand and 00/100 Dollars (\$100,000.00) that does not secure, directly or indirectly, the repayment of borrowed money or the payment of installment sales contracts or capital leases individually or in the aggregate and that does not materially and adversely affect the value of the Stadium Complex or materially impair the use of the Stadium Complex in accordance with the Lease and this Agreement; and

(xiv) any Lien created or incurred in the ordinary course of business in an amount in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00) provided the Team has obtained the prior written consent of the District which consent shall not be unreasonably withheld, conditioned, or delayed and provided further the Team has demonstrated to the reasonable satisfaction of the District that in connection with such Lien the Team has complied with each of the criteria identified in the Lease.

(e) Involuntary Transfers. Whenever an Owner has any notice or knowledge of any attempted, impending or consummated involuntary transfer of or perfected lien or perfected security interest upon any of such Owner's share of the Ownership Interests, the Stadium Complex or any Components thereof in violation of this Section 8, whether by operation of law or otherwise, such Owner shall give immediate written notice thereof to the other Owner. If the fair market value of the portion of the Stadium Complex that is

subject to such involuntary transfer is in excess of One Million and 00/100 Dollars (\$1,000,000.00) or if the fair market value of the perfected lien or perfected security interest is in excess of One Million and 00/100 Dollars (\$1,000,000.00), in either event that is not released within sixty (60) days after any such involuntary transfer, or released or bonded over within sixty (60) days after the date of notice of any such lien or security interest, such occurrence shall constitute an Event of Default hereunder and the other Owner shall be entitled, at its option by written notice given within thirty (30) days of receiving notice of such involuntary transfer, lien or security interest, to:

(i) exercise any of the rights set forth in Sections 4(b)(i) or (ii) or 4(c)(i) or (ii), as the case may be, or

(ii) exercise any of the rights set forth in Sections 10(a) or 10(b), as the case may be, or

(iii) satisfy such involuntary transfer of, or any perfected lien or perfected security interest upon the other Owner's share of the Ownership Interests, the Stadium Complex or any Components thereof, and, in which case, the Owners hereby agree that the District Ownership Interest and the Team Ownership Interest shall thereafter be recalculated to take into effect the amount so satisfied in relation to their percentage share of the Ownership Interests, and each Owner agrees to enter into a modification or supplement of this Agreement to effectuate such recalculation.

(f) Presumption on Ownership of Components of the Stadium Complex. The District and the Team hereby agree that any and all machinery, fixtures, furniture and equipment owned by either of them and located at or within the Stadium Complex from time to time during the term of this Agreement shall be presumed to be Components of the Stadium Complex and subject to all of the terms and conditions contained in this Agreement provided, however, that such presumption shall not apply to any machinery, fixtures, furniture and equipment located within the District Office Space or the Team Office Space within the Stadium Project, including, without limitation, office furniture and equipment, telephone systems, computer equipment, copy machines and the like. To the extent either Owner hereto believes that any such machinery, fixtures, furniture and equipment located at the Stadium Complex from time to time during the term of this Agreement is Individual Personal Property of that Owner, the Owner so claiming shall have the burden of proof to overcome the foregoing presumption contained in this first sentence of this Section 8(f). Notwithstanding the foregoing, in the event either Owner determines to place any such machinery, fixtures, furniture and/or equipment on the Stadium Complex during the term of this Agreement with the intent of keeping and maintaining such machinery, fixtures, furniture and/or equipment as the Individual Personal Property of that Owner, that Owner may so notify the other Owner in writing prior to the delivery and installation of such machinery, fixtures, furniture and/or equipment (with such notice containing a detailed list of all such machinery, fixtures, furniture and/or equipment and serial numbers thereof, if applicable) and the machinery, fixtures, furniture and/or equipment contained in such notice shall not be subject to the presumption set forth in the first sentence of this Section 8(f).

(g) Liens on Individual Personal Property. Nothing contained in this Agreement shall preclude either the District or the Team from granting, creating or permitting to exist any mortgage, security interest, lien, charge or encumbrance on that party's Individual Personal Property located at the Stadium Complex, provided such party provides written notice thereof to the other party hereto.

9. **Termination.** This Agreement shall terminate upon the occurrence of the earliest of the following events: (a) mutual written agreement of the parties to this Agreement; (b) the transfer of either Owner of its entire share of the Ownership Interests to the other Owner; or (c) by the transfer by both Owners of their shares of the Ownership Interests in a single transaction.

10. **Option to Purchase Team's or District's Ownership Interest.**

(a) District's Purchase Option on Breach of Lease or Non-Relocation Agreement by Team. At any time after (i) a termination of the Lease by the District in accordance with the terms thereof as a result of a breach of the Lease by the Team, or (ii) a breach by the Team resulting in a Team Default pursuant to Paragraph 2(h) of the Non-Relocation Agreement, the District may exercise its rights under Section 16.4 of the Lease. In the event that the Team disputes the District's termination of the Lease or claim of breach of the Non-Relocation Agreement, and such dispute is submitted to arbitration in accordance with Section 23.5 of the Lease, the Team shall have no obligation to transfer or convey the Team Ownership Interest to the District unless and until entry of a final, non-appealable judgment confirming the District's right to terminate the Lease has occurred.

(b) Team's Purchase Option on Breach of Lease or this Agreement by District. At any time after a termination of the Lease by the Team in accordance with the terms thereof as a result of a District Default under the Lease, the Team may notify the District of its intention to purchase (or cause its designee to purchase) all, but not less than all, of the District Ownership Interest at the Exercise Price (as hereinafter defined). This option is herein referred to as the "**Team Purchase Option.**" Upon receipt of notice of exercise of the Team's Purchase Option, the District shall be required and hereby agrees to sell the District Ownership Interest to the Team or its designee for the Exercise Price. The closing of the purchase and sale of the District's Ownership Interest shall take place within 120 days following receipt of notice of exercise of the Team Purchase Option, at which time the District will also sublease to the Team its rights under the Ground Lease without additional consideration. The purchase price shall be paid in cash unless at the time of closing there are claims by the Team pending against the District related to its breach of the Lease or this Agreement, in which case the purchase price shall be paid to an escrow agent selected by the parties who shall hold the purchase price until such claims have been finally determined. Any income earned on the purchase price during the escrow period shall be allocated in the ratio in which the escrow funds are finally distributed. The District's right to the escrow proceeds, including income thereon, shall be subject to the Team's right of set-off for any damages that are finally determined to be owing from the District to the Team. The District does hereby convey and grant to the Team a security interest and lien in and against any such escrow proceeds to secure any set off claim possessed by the Team and the escrow agent shall be deemed to hold any escrow proceeds deposited pursuant to this Paragraph as agent for and on behalf of the Team.

The Exercise Price shall be determined in the following manner. The Owners hereby acknowledge that the value of the Included Infrastructure Improvements and any other item that was not funded by either of the Owners shall be included in the Exercise Price. At the request of the Team made prior to the exercise of the Team Purchase Option, the parties shall negotiate the Exercise Price. In lieu of negotiating or continuing to negotiate, the Team may require that an appraisal be made to determine the fair market value of the Stadium Project (specifically including the value of the Included Infrastructure Improvements and the value of any other item that was not funded by either of the Owners, but excluding the Excluded Infrastructure Improvements). The appraisal shall be made of the Stadium Project using standard and customary appraisal techniques and market and economic factors then relevant in valuing the Stadium Project on an “as is” basis in light of all existing circumstances including, but not limited to, its condition, its age, its age and condition compared to other Major League Baseball facilities, its location, liabilities, obligations and claims that encumber or otherwise affect the value of the Stadium Project, the status of the Club (as defined in the Lease), whether or not a Major League Baseball Club is playing its home games at the Stadium Complex, and in all leases and other agreements that apply to the Stadium Project and the prospects for new leases. For this purpose, the intention is that liabilities and obligations that relate to money borrowed by the Team or otherwise represent a personal liability of the Team (“**Team Obligations**”) or that relate to money borrowed by the District or otherwise represent a personal liability of the District (“**District Obligations**”) shall not be considered in determining the fair market value of the Stadium Project and shall remain the responsibility of the party that incurred the liability or obligation. After the appraised value has been determined, the amount of the outstanding debts and obligations shall be subtracted. The Exercise Price shall be calculated by multiplying the amount so determined by the District Ownership Interest expressed as a fraction of the Ownership Interests. In no event shall the Exercise Price be less than \$1,000,000.00.

The appraisal shall be undertaken by two qualified appraisers with experience in sports facilities, one selected by the District and the other by the Team. At the time the Team serves notice of its intention to seek an appraisal each party shall have thirty (30) days to appoint an appraiser. If either the District or the Team fails to so appoint an appraiser, the other may appoint the second appraiser within an additional thirty (30) day period. If the two appraisers cannot agree on a value within ninety (90) days of the appointment of the last appraiser appointed, they shall select a third appraiser within thirty (30) days who shall independently value the Stadium Project without information as to the position of the two appraisers. The appraised value for purposes hereof shall be the average of the two values of the Stadium Project arrived at by the appraisers that are closest to each other in amount. If the two appraisers cannot agree on a third appraiser, the third appraiser shall be appointed by the American Arbitration Association in accordance with its rules and procedures. Both parties agree to pay the expenses of the appraiser they appoint, share the expenses of the third appraiser and other expenses of the appraisal process, cooperate fully in the appraisal process and make available all relevant books, records and documents reasonably requested which shall be protected by mutually acceptable confidentiality agreements.

11. **Events of Default; Rights and Remedies of Parties.** The failure of the District or the Team to observe or perform in any respect any material covenant, agreement, condition or provision of this Agreement if such failure shall continue for ninety (90) days after written notice thereof from the party alleging such failure to the other party shall constitute an “**Event of Default**” under this Agreement; provided, however, that neither the District nor the Team shall be in default with respect to matters that cannot reasonably be cured within ninety (90) days so long as within ninety (90) days after such notice, the District or the Team, as the case may be, commences such cure and diligently proceeds to complete the same at all times thereafter; and further provided, however, if the Event of Default is of such a nature that it is incapable of being cured, such event shall be immediately considered an Event of Default upon written notice of such event from one party to the other. If an Event of Default occurs under this Agreement, the District or the Team, as the case may be, shall have the right to promptly exercise any right or remedy allowed to it by law or equity.

12. **Other Team Covenants.**

(a) Notice of Default. The Team shall immediately notify the District if the Team is in monetary default under any agreement related to any indebtedness of the Team for borrowed money, now or hereafter existing, including all principal, interest, fees, express or otherwise, owed by the Team to its lenders and also including all other indebtedness, obligations and liabilities of the Team under written financing arrangements with any lender (including without limitation interest rate swap, cap, collar or similar agreements designed to protect the Team against fluctuations in interest rates), in each case whether direct or indirect, joint or several, absolute or contingent, liquidated or unliquidated, now or hereafter existing, extended, renewed, replaced, refinanced or restructured, whether or not from time to time decreased or extinguished and later increased or incurred (“**Bank Indebtedness**”) and, with respect to any other defaults under any agreement related to Bank Indebtedness, within ninety (90) days after the occurrence of such default unless it has been previously cured or waived. For the avoidance of doubt, any loan or other credit extended to the Team by an owner or affiliate of the Team shall not be subject to this Section 12(a).

(b) Financial Reports. The Team shall allow the District’s accountants or independent auditors the right to examine on a confidential basis, within one hundred twenty (120) days after the end of each fiscal year, the Team’s audited financial statements which shall have been prepared in accordance with GAAP, consistently applied to prior years and which shall fairly present the financial condition and results of operation of the Team for the periods and as of the relevant dates thereof. From and after the date hereof, upon the request of the District, the Team shall allow, upon reasonable advance notice during normal business hours, the District’s accountants or independent auditors the right to examine on a confidential basis such other financial information or reports as the District may request provided that such examination shall be confined to information and reports reasonably related to the compliance by the Team of its representations, warranties and covenants under this Agreement.

13. **Further Assurances.** The District and the Team shall each execute, acknowledge, and deliver, after the date hereof, without additional consideration, such further assurances,

instruments and documents, and shall take such further actions, as the District or the Team shall reasonably request of the other in order to fulfill the intent of and the transactions contemplated by this Agreement.

14. **Relationship of Parties.** The relationship of the parties under this Agreement is intended to be that of tenants-in-common only, not partners. Nothing contained in this Agreement shall be construed as creating any joint venture, agency, partnership, or other relationship between the parties other than as explicitly and specifically stated in this Agreement. Both parties agree to execute such documents as may be necessary to make a protective election out of or disclaim partnership status for income tax purposes if either party so requests. Neither party shall act as or hold itself out as the agent or partner of the other, nor shall either party purport or undertake to bind the other party legally or financially in any way without that party's prior written consent except as may be permitted under the terms of this Agreement.

15. **Notices.** All notices and demands required or desired to be given by either party to the other with respect to this Agreement shall be in writing and shall be delivered personally, sent by commercial overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided:

To District:	Wisconsin Professional Baseball Park District American Family Field One Brewers Way Milwaukee, WI 53214 Attention: Executive Director
With a copy to:	Godfrey & Kahn, S.C. One East Main Street, Suite 500 Madison, WI 53703 <u>Attention:</u> Mike B. Wittenwyler
To Team:	Milwaukee Brewers Baseball Club, Limited Partnership American Family Field One Brewers Way Milwaukee, WI 53214 Attention: General Counsel
With a copy to:	Foley & Lardner LLP 777 East Wisconsin Avenue Milwaukee, WI 53202 Attention: Andrew J. Wronski

Notices and demands shall be deemed given and served (a) upon receipt or refusal, if delivered personally, (b) one (1) business day after deposit with an overnight courier service, or (c) three (3) days after deposit in the United States mails, if mailed. Either party may change its address for receipt of notices by giving notice of such change to the other party in accordance herewith.

16. **Severability.** The invalidity of any provision of this Agreement shall not impair or affect in any manner the other provisions hereof, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted.

17. **Amendment.** No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

18. **Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. The parties hereto covenant and agree that any action or suit brought by any party to enforce or adjudicate the rights of the parties shall be brought in the state or federal courts located within Milwaukee County, Wisconsin, which courts shall be the exclusive venue for any such action or suit.

19. **Binding Effect.** Each provision of this Agreement shall extend to and shall bind and inure to the benefit of not only the District and the Team, but also their respective legal representatives, successors and assigns; provided, however, that this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, or charge contrary to the terms of this Agreement.

20. **Captions.** The captions of Sections contained herein are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

21. **Memorandum.** The parties agree to enter into a short form of this Agreement in recordable form upon the execution of this Agreement, in the form attached hereto as Exhibit C, which the parties acknowledge and agree shall be duly recorded with the Milwaukee County Register of Deeds.

22. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

23. **Interpretation.** This Agreement has been negotiated and entered into by each party with the advice of independent counsel and shall not be construed against one party or the other based on which party drafted any portion of the Agreement.

24. **Pledge of Team's Interest.** To secure performance of its obligations under this Agreement, the Team, subject and subordinate to the Lease, hereby mortgages to the District and hereby grants a security interest to the District in and to the Team's Ownership Interest. Any property realized by the District by recourse to the mortgage and security interest herein granted, shall thereafter be deemed to be part of the District's Ownership Interest subject to the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amended and Restated American Family Field Shared Ownership Agreement to be executed as of the date first written above.

THE DISTRICT:

**WISCONSIN PROFESSIONAL BASEBALL
PARK DISTRICT**

By: _____
Name:
Title: Chair

THE TEAM:

**MILWAUKEE BREWERS BASEBALL CLUB
LIMITED PARTNERSHIP**

By: MILWAUKEE BREWERS HOLDINGS
LLC, its General Partner

By: MLA Sports, LLC, its Manager

By: _____
Name: Mark L. Attanasio
Title: Manager

EXHIBIT A TO THIRD AMENDED AND RESTATED AMERICAN FAMILY FIELD
SHARED OWNERSHIP AGREEMENT

TEAM'S OFFICE SPACE

<i>Room #</i>	<i>Description</i>	<i>Location</i>
1003	Storage	Grounds
1102	Storage	Stadium Control
1104	Stadium Control Work Room	
1114	Maintenance	Food Service offices
1115	Office	
1116	Storage	
1117	Office	
1125	Storage	
1127	Office	
1128	Office	
1130	Office	
1132	Vault	
1133	Office	
1134	Storage	
1135	Office	
1136	Office	
1137	Office	
1138	Office	
1139	Storage	
1142	Office	
1143	Office	
1146	Office	
1147	Office	
1201	Office	
1203	Office	
1204	Office	
1205	Office	
1206	Office	
1207	Conference Room	
1219	Uniform Room	
1224	Warehouse	Warehouse
1226	Warehouse	Cleaning offices
1227	Batting Cage	Visiting Clubhouse
1303	Weight Room	
1308	Office	
1317	Storage	
1322	Cleaning Office	Cleaning offices
1323	Office	
1324	Office	

1419	Storage	Home Clubhouse
1420	Weight Room	
1421	Office	
1502	Office	
1503	Office	
1506	Storage	
1508	Office	
1509	X-ray	
1510	Storage	
1511	Office	
1521	Office	
1546	Office	
1550	Office	
1551	Office	
1552	Office	
1609	Batting Cage	Parking offices
1610	Office	
1613	Office	
1614	Vault	
1619	Storage	Home Clubhouse
1620	Storage	Event Services
1708B	Metal Shop	Maintenance
1709	Work Room	Grounds
1714	Storage	
1716	Office	
1721	Office	
1722	Office	
1723	Storage	
1724	Garage	
1725	Storage	
1726	Storage	Home Clubhouse
1728	Office	Maintenance
1730	Office	
1731	Conference Room	
1736	Wood Shop	
1740	Storage	
1742	Storage	Warehouse
1743	Plumbing Shop	Maintenance
1744	Storage	
1801	Garage	Grounds

1802	Storage	
1803	HVAC Shop	Maintenance
1804	Storage	
1805	Electronic Shop	
1806	Storage	
1807	Electric Shop	
1808	Storage	
1811	Warehouse	Warehouse
1812	Storage	
1814	Office	
1908	Storage	Grounds
2101.4	Office	Restaurant
2101.5	Office	
2418	Conference Room	Ticket offices
2421	Ticket Booth	
2422	Office	
2423	Ticket Booth	
2424	Office	
2425	Office	
2426	Vault	
2427	Storage	
2428	Storage	
2433	Storage	
2434	Ticket Booth	
2435	Kitchen	
2437	Office	
2438	Office	
2509	Storage	Event Services
2514	Office	
2523	Office	
2525	Office	
2527	Office	
2529	Storage	
2609	Office	Food Service offices
2804	Storage	Event Services
2834	Office	Field Level offices
2836	Office	
2837	Office	
2838	Conference Room	
3106	Office	

3116	Office	Loge offices (LF)
3117	Storage	
3118	Office	
3119	Kitchen	
3120	Conference Room	
3122	Office	
3128	Office	
3129	Storage	
3130	Office	
3412	Office	Loge offices (Press Box)
3423	Office	
3504	Office	
3505	Storage	
3517	Office	
3518	Office	
3519	Office	
3522	Storage	
3820	Office	Loge offices (RF)
3830	Office	
3831	Storage	
3832	Office	
3834	Conference Room	
3835	Office	
3836	Office	
3837	Office	
3838	Kitchen	
3839	Office	
3840	Office	
3841	Office	
3842	Office	
3843	Office	
3845	Office	
3846	Conference Room	
3847	Office	
3849	Office	
3850	Office	
3851	Office	
4126	Office	X-Golf offices
4131	Office	
4139	Office	Food Service offices

4526	Office	
4828	Office	Club offices
4829	Office	
4830	Office	
4831	Closet	
4832	Closet	
4834	Office	
4835	Office	
4836	Storage	
4837	Office	
4838	Office	
4839	Office	
4840	Office	
4841	Office	
4842	Conference Room	
4843	Closet	
4844	Office	
4846	Office	
4847	Office	
4848	Office	
4849	Office	
4850	Office	
4851	Storage	
4852	Office	
4854	Office	
4855	Office	
4856	Office	
4857	Office	
4858	Office	
4859	Office	
4860	Office	
4861	Office	
4862	Conference Room	
4864	Kitchen	
4866	Office	
4867	Office	
4868	Office	
4869	Office	
4871	Office	
4873	Office	

4874	Office	
4876	Office	
4877	Office	
4878	Office	
4880	Office	
4881	Work Room	
4882	Kitchen	
4883	Conference Room	
4884	Office	
4885	Office	
4886	Office	
4888	Closet	
4889	Office	
5108	Storage	Event Services
5807	Office	Terrace offices
5808	Office	
5809	Office	
5811	Office	
5815	Conference Room	
5816	Office	
5818	Office	
5819	Office	
5820	Office	
5823	Kitchen	
5824	Office	
5825	Office	
5826	Office	
5827	Office	
5828	Office	
5829	Office	
5830	Office	
5833	Storage	
5834	Closet	
5835	Phone Room	
5836	Phone Room	

EXHIBIT B TO THIRD AMENDED AND RESTATED AMERICAN FAMILY FIELD
SHARED OWNERSHIP AGREEMENT

PERMITTED EXCEPTIONS

PERMITTED EXCEPTIONS

1. General taxes for the year 2024, not yet due and payable.
2. Provisions for taxes or assessments as contained in BID#26. Tax Key No. 4220012000
3. Provisions for taxes or assessments as contained in BID #26. Tax Key No. 4220008000
4. Public or private rights, if any, in such portion of the Site as may be presently used, laid out or dedicated in any manner whatsoever, for street, highway and/or alley purposes.
5. Rights and easements, if any, in and to any and all railroad switches, sidetracks, spur tracks, and rights of way located upon or appurtenant to the Site.
6. Rights, if any, with respect to the maintenance and use of sewers, utility pipes, cables or conduits which may be installed under the surface of the Site.
7. Easements, if any, of the public or any school district, utility, municipality or person, as provided in Section 66.1005(2) of the Wisconsin Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements or service in that portion of the Site which were formerly a part of S.44th Street, vacated streets or alleys adjacent in Story's Subdivision No. 2 now vacated.
8. Public rights of the United States, the State of Wisconsin or the City or County or any of their agencies in respect to that portion of the Site constituting the bed or the waters of the Menomonee River or the banks, shores or dock lines, wharves, piers, protection walls, bulkheads, or other structures pertaining thereto.
9. License agreement recorded February 2, 1927 as Document No. 1495619.
10. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to the City of Milwaukee, for water main purposes, recorded on May 8, 1929, as Document No. 1699045.
11. Covenants, conditions, restrictions, reservations and easements set forth in Quit Claim Deed recorded January 11, 1950 as Document No. 2911755.
12. License agreement recorded November 1, 1951 as Document No. 3066121.
13. Agreement by and between the County of Milwaukee and the City of Milwaukee recorded April 14, 1954 as Document No. 3286744, amended by Release recorded December 8, 1954 as Document No. 3351790.
14. Covenants, conditions, restrictions, reservations and easements set forth in Quit Claim Deed recorded April 19, 1955 as Document No. 3385060.

15. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to the City of Milwaukee, for storm sewer purposes, recorded on August 4, 1955, as Document No. 3417053.
16. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to the City of Milwaukee, for water main purposes, recorded on October 6, 1955, as Document No. 3434878.
17. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to the City of Milwaukee, for water main purposes, recorded on November 23, 1955, as Document No. 3448735.
18. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to the City of Milwaukee, for sanitary sewer purposes, recorded on October 23, 1956, as Document No. 3533573.
19. Agreement by and between Milwaukee County and the City of Milwaukee recorded November 2, 1956 as Document No. 3536847.
20. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Milwaukee County, for retaining wall piling purposes, recorded on February 13, 1959, as Document No. 3715909.
21. Conveyance of Rights in Land by Public Utility recorded April 8, 1960 as Document No. 3801493.
22. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Wisconsin Electric Power Company, for utility purposes, recorded on November 9, 1960, as Document No. 3845048.
23. Agreement by and between Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin corporation, and Sewerage Commission of the City of Milwaukee for the benefit of the Metropolitan Sewerage District of Milwaukee, recorded February 2, 1962 as Document No. 3930598.
24. License Agreement recorded January 18, 1963 as Document No. 4000016, amended by Assignment of License and Conveyance of Sewers recorded February 11, 1994 as Document No. 6906919.
25. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to the City of Milwaukee, for storm sewer purposes, recorded on January 28, 1964, as Document No. 4079652.
26. Easements set forth in Quit Claim Deed recorded June 29, 1984 as Document No. 5730037.
27. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Milwaukee Metropolitan Sewerage District (MMSD), for sewer purposes, recorded on August 20, 1987, as Document No. 6097554.

28. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Wisconsin Electric Power Company, for utility purposes, recorded on August 31, 1989, as Document No. 6307723.
29. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Wisconsin Electric Power Company, for utility purposes, recorded on September 22, 1989, as Document No. 6313935.
30. Rights of the City of Milwaukee and the Redevelopment Authority of the City of Milwaukee by reason of the fact that the Site is included in the Renewal Plan For The Milwaukee Road Shops Redevelopment Project. A certified copy of said Redevelopment Project accompanying approval resolutions of the Common Council of the City of Milwaukee and The Redevelopment Authority of the City of Milwaukee was recorded in the office of the Register of Deeds for Milwaukee County on January 10, 1990 as Document No. 6345137.
31. Easement recorded March 7, 1995 as Document No. 7059467.
32. Easement recorded March 7, 1995 as Document No. 7059468.
33. Conveyance of Rights in Land recorded July 13, 1995 as Document No. 7101786.
34. Easement Agreement by and between CMC Heartland Partners, a Delaware general partnership, and Milwaukee Metropolitan Sewerage District, a municipal corporation, recorded August 14, 1995 as Document No. 7113820, amended by Conveyance of Rights in Land recorded February 25, 2005 as Document No. 8965879.
35. License Agreement by and between Milwaukee County and the State of Wisconsin Department of Administration recorded December 31, 1996 as Document No. 7308805.
36. Deed of Modification and Release between the United States of America and Milwaukee County recorded April 10, 1997 as Document No. 7351068.
37. Declaration of Restrictive Covenants recorded July 3, 1997 as Document No. 7389196.
38. Memorandum of Agreement by and between Southeast Wisconsin Professional Baseball Park District and Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin limited partnership, recorded July 3, 1997 as Document No. 7389199.
39. Covenants, terms, conditions, restrictions and easements set forth in Quit Claim Deed recorded July 21, 1997 as Document No. 7395540.
40. Reciprocal Operating and Easement Agreement recorded December 17, 1998 as Document No. 7653362, amended by Amended and Restated Reciprocal Operating and Easement Agreement recorded January 11, 2016 as Document No. 10531386.
41. Declaration of Restrictive Covenants recorded December 17, 1998 as Document No. 7653363.

42. Notice of Assignment of Maintenance Payments Under Miller Park Lease recorded December 30, 1998 as Document No. 7659356.
43. Affidavit of Notice recorded November 12, 2003 as Document No. 8679305.
44. Right of Entry Agreement by and among the Southeast Wisconsin Professional Baseball Park District, Milwaukee Brewers Baseball Club, Limited Partnership, Redevelopment Authority of the City of Milwaukee, and the City of Milwaukee, recorded June 4, 2004 as Document No. 8798393.
45. Permanent Sewer, Permanent Access and Temporary Construction Easements recorded August 11, 2004 as Document No. 8841429.
46. Water Easement granted to the City of Milwaukee recorded October 20, 2005 as Document No. 9115212.
47. Miller Park Traffic Control Easement Agreement recorded January 12, 2006 as Document No. 9163917.
48. Miller Park Roadway Easement Agreement recorded January 24, 2008 as Document No. 9550964.
49. Valley Passage Service Road Easement Agreement recorded March 16, 2010 as Document No. 9854549.
50. Easement for the purposes and rights incidental thereto, as granted in a document, granted to Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies, for utility purposes, recorded on June 19, 2014, as Document No. 10369030.
51. Miller Park Sewer Easement Agreement recorded July 2, 2014 as Document No. 10373078.
52. Water Easement in Vacated Right-of-Way recorded July 23, 2015 as Document No. 10482418.
53. Miller Park Sewer Easement Agreement, Sanitary & Storm Sewer Easement through the Parking Lot and Bluff Park, recorded January 11, 2016 as Document No. 10531489.
54. Miller Park Water Main Easement Agreement, Water Main Easement through the Parking Lot, recorded January 11, 2016 as Document No. 10531491.
55. Quit Claim Deed of Facilities between the City of Milwaukee and The SE Wisconsin Professional Baseball Park District recorded November 15, 2016 as Document No. 10623345.
56. A leasehold as created by that certain lease dated September 18, 1998, executed by State of Wisconsin, State Building Commission, as lessor, and Southeast Wisconsin Professional Baseball Park District, as lessee, as referenced in the document entitled Memorandum of

Ground Lease Agreement, which was recorded December 17, 1998 as Document No. 7653360, for the term, upon and subject to all the provisions contained in said document, and in said lease, corrected by Corrective Memorandum of Ground Lease recorded January 14, 2005 as Document No. 8936568, and amended by First Amendment to Corrective Memorandum of Ground Lease recorded August 24, 2011 as Document No. 10026416.

57. A leasehold as created by that certain lease dated September 18, 1998, executed by Southeast Wisconsin Professional Baseball Park District, as lessor, and Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin limited partnership, as lessee, as referenced in the document entitled Amended and Restated Memorandum of Miller Park Lease Agreement, which was recorded December 17, 1998 as Document No. 7653361, for the term, upon and subject to all the provisions contained in said document, and in said lease.
58. Memorandum of Concessions Contract between Milwaukee Brewers Baseball Club, Limited Partnership (the "Landlord") and Milwaukee Sportservice, Inc. (the "Tenant"), recorded June 4, 1999 as Document No. 7752666.
59. Subordination, Attornment and Non-Disturbance Agreement between Southeast Wisconsin Professional Baseball Park District and Milwaukee Sportservice, Inc., recorded June 4, 1999 as Document No. 7752667.
60. Memorandum of Agreement by and between Milwaukee Brewers Baseball Club, a Wisconsin limited partnership, and Nextel West Corp., a Delaware corporation d/b/a Nextel Communications, recorded April 30, 2001 as Document No. 8056957.
61. Memorandum of Agreement by and between Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin limited partnership, and Telecorp Realty, L.L.C., a Delaware limited liability company, recorded April 30, 2003 as Document No. 8515377.
62. Assignment and Consent Agreement by and between Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin limited partnership, and Bank of America, N.A., recorded January 14, 2005 as Document No. 8936570.
63. Covenants, terms, conditions, restrictions, reversion clause, reservations and easements, including but not limited to reservation for right to enter upon premises to inspect, load and remove stockpiled rock and gravel that grantor retains ownership of, as set forth in the Quit Claim Deed conveyed to the State of Wisconsin recorded on December 31, 1996 as Document No. 7308803.
64. Recitals as shown on Assessor's Plat of Miller Park recorded December 21, 2016, Document No. 10634172. Reference is hereby made to said document for full particulars.
65. Covenants, conditions, restrictions and easements, and reservation of mineral rights and the right to make such use of the Easement Area, and to erect such buildings or other improvements thereon, as it may deem desirable but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry,

source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in Permanent Sewer Easement granted to Milwaukee Metropolitan Sewerage District, for constructing, operating, maintaining, repairing and reconstructing a sewer and its appurtenances, recorded on July 13, 2017, as Document No. 10691789.

66. Sewer Easement Agreement in Assessor's Plat of Miller Park, Lot 8 North of Selig Drive, East of S.44th Street and West of the Menomonee River (SE-2866) by and among the State of Wisconsin, by its Department of Administration (the State), the City of Milwaukee, a municipal corporation of the State of Wisconsin (City), the Southeast Wisconsin Professional Baseball Park District, a political subdivision of the State of Wisconsin (District) and The Milwaukee Brewers Baseball Club, Limited Partnership (Brewers), recorded on September 21, 2018 as Document No. 10813830.
67. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the Miller Park Water Main Easement Agreement WE-958 Water Main Easement in Assessor's Plat of Miller Park, Lot 11 East of Vacated S. 44th Street and North of Former Soo Line RR Co. Right of Way by and among the State of Wisconsin, by its Department of Administration (the State), the City of Milwaukee, a municipal corporation of the State of Wisconsin (City), the Southeast Wisconsin Professional Baseball Park District, a political subdivision of the State of Wisconsin (District) and The Milwaukee Brewers Baseball Club, Limited Partnership (Brewers) recorded on September 26, 2018 as Document No. 1081506.
68. Covenants, conditions and restrictions Quit Claim Deed and Restrictive Covenants by the City of Milwaukee, a Wisconsin Municipal Corporation to State of Wisconsin recorded on August 24, 2011, as Document No. 10026415.
69. A leasehold as created by that certain lease dated October 21, 1996, executed by State of Wisconsin, Department of Administration, as lessor, and Southeast Wisconsin Professional Baseball Park District, as lessee, as referenced in the document entitled Memorandum of Ground Lease Agreement, which was recorded July 3, 1997 as Document No. 7389194, for the term, upon and subject to all the provisions contained in said document, and in said lease and as Amended by First Amendment to Corrective Memorandum of Ground Lease recorded August 24, 2011 as Document No. 10026416.
70. Memorandum of Miller Park Lease Agreement dated December 31, 1996 by and between Southeast Wisconsin Professional Baseball Park District, a statutorily created instrumentality of the State of Wisconsin and Milwaukee Brewers Baseball Club, limited partnership, a Wisconsin Limited Partnership as recorded on July 3, 1997 as Document No. 7389198.

71. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the Warranty Deed and Plat recorded on July 1, 1921, as Document No. 1100413.
72. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the Quit Claim Deed recorded on July 1, 1921, as Document No. 1100414.
73. An Ordinance relating to the amendment of the Official Map of the City of Milwaukee recorded as Certified Copy of the Official Map Changes to the City of Milwaukee on June 18, 2015 as Document No. 10471676.
74. Final Order For Vacated Streets and Alleys in the City of Milwaukee, Milwaukee County, Wisconsin recorded June 16, 1959 as Document No. 3794513.
75. Quit Claim Deed for Public Street Dedication by the State of Wisconsin Department of Administration quit claims a street dedication to the City of Milwaukee as recorded June 16, 2015 as Document No. 10470893.
76. Recitals as shown on Certified Survey Map No. 2665 recorded April 11, 1975, Document No. 4950640, which among other things recites: Conditions, restrictions and easements. Reference is hereby made to said document for full particulars.
77. Ordinance No. 643.
78. License Agreement by and between Milwaukee County, a governmental corporation as Licensor and the State of Wisconsin Department of Administration as Licensee recorded December 31, 1996 as Document No. 7308804.
79. Redevelopment Plan Amendment No.1 Milwaukee Road Shops Redevelopment Project, Amendment to the Renewal Plan for the Milwaukee Road Shops Redevelopment Project recorded September 29, 2000 as Document No. 7968368.
80. Easement for the purposes and rights incidental thereto, as granted in Billboard Easement between Wisconsin Department of Natural Resources and Soo Line Railroad Company recorded December 18, 2006 as Document No. 9355567.
81. Easement for the purposes and rights incidental thereto, as granted in Corrected West Allis Easement and East-End Extension-Property Easement from Soo Line Railroad Company, a Minnesota corporation doing business as Canadian Pacific and The State of Wisconsin,

Department of Natural Resources, recorded on February 22, 2010, as Document No. 9847709.

82. Covenants, conditions, restrictions and easements, as set forth in Valley Passage Easement between Soo Line Railroad Company, a Minnesota corporation doing business as Canadian Pacific, the City of Milwaukee, a municipal corporation of the State of Wisconsin, the Redevelopment Authority of the City of Milwaukee, a body corporate and politic, the Wisconsin Department of Natural Resources and the Wisconsin Department of Transportation recorded on March 16, 2010, as Document No. 9854735.
83. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in Valley Passage Mural Agreement by and among the City of Milwaukee and the State of Wisconsin by its Department of Natural Resources recorded on March 16, 2010, as Document No. 9854831.
84. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in Access Easement Agreement by and among the State of Wisconsin Department of Administration, the Southeast Wisconsin Professional Baseball Park District, a political subdivision of the State of Wisconsin and the Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin limited partnership as Grantor and City of Milwaukee, a Wisconsin municipal corporation and P&H Mining Equipment Inc., a Delaware corporation add Grantees recorded on August 26, 2011, as Document No. 10026863.
85. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the Quit Claim Deed DOT to City Underpass, Underpass Wingwalls, Bridge from State of Wisconsin Department of Transportation to City of Milwaukee, a municipal corporation recorded on October 24, 2011, as Document No. 10045019.
86. Lis Pendens Notice of Pendency of City-Council Initiated Vacation recorded June 25, 2015 as Document No. 10473745.

87. Certified Resolution for Public Right of Way Vacation File No. 141870 to Vacate a portion of South 44th Street recorded July 24, 2015 as Document No. 10483254.
88. Covenants, conditions, restrictions and easements as set forth in Declaration of Access Easement by and among the State of Wisconsin, Department of Administration (the state), the Southeast Wisconsin Professional Baseball Park District, a political subdivision of the State Wisconsin (District) and the Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin limited partnership (the Club and together with the State and the District, as their interests appear, Declarant) recorded December 21, 2015 as Document No. 10526676.

Final Draft for Approval
December 11, 2024

EXHIBIT C TO THIRD AMENDED AND RESTATED AMERICAN FAMILY FIELD
SHARED OWNERSHIP AGREEMENT

MEMORANDUM OF THIRD AMENDED AND RESTATED AMERICAN FAMILY FIELD
SHARED OWNERSHIP AGREEMENT

**AMENDED AND RESTATED
MORTGAGE AND MEMORANDUM OF
SHARED OWNERSHIP AGREEMENT**

Document Number

Recording Area

Name and Return Address

Joseph S. Rupkey, Esq.
Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202

See Exhibit A

Parcel Identification Number (PIN)

**AMENDED AND RESTATED MORTGAGE AND
MEMORANDUM OF SHARED OWNERSHIP AGREEMENT**

THIS AMENDED AND RESTATED MORTGAGE AND MEMORANDUM OF SHARED OWNERSHIP AGREEMENT (this “Memorandum”) is hereby entered into by and between the **WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT**, a body corporate and politic existing under and by virtue of Subchapter III of Chapter 229 of the Wisconsin Statutes created by 1995 Wisconsin Act 56 and reconstituted by 2023 Wisconsin Act 40 (the “District”), and the **MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP**, a Wisconsin limited partnership (the “Team”, and together with the District, the “Owners”) and is effective as of the ____ day of December, 2024 (the “Effective Date”).

W I T N E S S E T H :

WHEREAS, the District and the Team are parties to that certain Mortgage and Memorandum of Shared Ownership Agreement dated as of December 31, 1996, and recorded in the office of the Milwaukee County Register of Deeds on July 3, 1997, as Document No. 7389195, as modified by Partial Release of Mortgage and Memorandum of Shared Ownership Agreement dated as of August 18, 2011, and recorded in the office of the Milwaukee County Register of Deeds on August 29, 2011, as Document No. 10027457 (together, the “Existing Memorandum”), encumbering certain Affected Real Estate more particularly described therein; and

WHEREAS, effective as of the Effective Date, the District and the Team entered into a Third Amended and Restated American Family Field (f/k/a Miller Park) Shared Ownership Agreement (the “Restated Shared Ownership Agreement”) that amended and restated, in its entirety, the agreement of the Owners memorialized of record by the Existing Memorandum and, in connection therewith, the Owners desire to enter into this Memorandum to amend and restate, in its entirety, the Existing Memorandum.

NOW, THEREFORE, in consideration of the terms and provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owners, it is agreed as follows.

1. **Certain Definitions.** All capitalized terms used in this Memorandum but not otherwise defined herein shall have the meanings ascribed to them in the Restated Shared Ownership Agreement.

2. **Real Estate Affected by the Restated Shared Ownership Agreement.** The “Affected Real Estate” is that certain real estate situated and being located in the City of Milwaukee, Milwaukee County, Wisconsin, which is more particularly described in the Restated Shared Ownership Agreement and on Exhibit A attached hereto and made a part hereof.

3. **Pledge of Team’s Interest.** To secure performance of its obligations under the Restated Shared Ownership Agreement, the Team, subject and subordinate to the Lease, mortgaged to the District and granted a security interest to the District in and to the Team’s

Ownership Interest. Any property realized by the District by recourse to the mortgage and security interest granted in the Restated Shared Ownership Agreement shall, thereafter, be deemed to be part of the District's Ownership Interest, subject to the Lease.

4. **Term.** The term of the Restated Shared Ownership Agreement terminates upon the occurrence of one of several events outlined in Section 9 of the Restated Shared Ownership Agreement, unless otherwise terminated as provided in the Restated Shared Ownership Agreement.

5. **Management Rights.** Upon the occurrence of certain events as provided for in Section 4 of the Restated Shared Ownership Agreement, the District or the Team, as the case may be, has the right to sole and exclusive management of the Stadium Project.

6. **Right of First Refusal.** Section 8 of the Restated Shared Ownership Agreement grants each Owner the right of first refusal to purchase the other Owner's interest in and to the Stadium Project upon certain terms and conditions more particularly set forth therein.

7. **Option to Purchase; Buy/Sell Procedure.** Upon the occurrence of certain events outlined in Section 10 of the Restated Shared Ownership Agreement, the District or the Team, as the case may be, has the right to purchase the other Owner's interest in and to the Stadium Project or may be forced to sell such Owner's interest in and to the Stadium Project to the other Owner.

8. **Restated Shared Ownership Agreement Controlling.** This Memorandum is only a summary of some of the terms and conditions contained in the Restated Shared Ownership Agreement and is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Restated Shared Ownership Agreement, all of which are incorporated herein in full by this reference. It is understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Restated Shared Ownership Agreement shall in all events control the relationship between the District and the Team with respect to the subject matter therein contained.

9. **Prime Memorandum.** This Memorandum supersedes and replaces in its entirety the Existing Memorandum.

10. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the Effective Date.

DISTRICT:

**WISCONSIN PROFESSIONAL BASEBALL
PARK DISTRICT**

By: _____
Name: _____
Title: _____

TEAM:

**MILWAUKEE BREWERS BASEBALL
CLUB, LIMITED PARTNERSHIP**

By: Milwaukee Brewers Holdings LLC,
its General Partner

By: MLA Sports, LLC, its Manager

By: _____
Name: Mark L. Attanasio
Title: Manager

[acknowledgments appear on following page]

ACKNOWLEDGMENT OF THE DISTRICT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

 This instrument was acknowledged before me on this _____ day of December, 2024, by _____, as _____ of WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT, a statutorily created instrumentality of the State of Wisconsin.

[NOTARIAL SEAL]

Name Printed: _____
Notary Public, County of Milwaukee
My commission expires: _____

ACKNOWLEDGMENT OF THE TEAM

STATE OF _____)
) ss.
COUNTY OF _____)

 This instrument was acknowledged before me on this _____ day of December, 2024, by Mark L. Attanasio, as Manager of MLA Sports, LLC, as Manager of Milwaukee Brewers Holdings LLC, the General Partner of MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP, a Wisconsin limited partnership.

[NOTARIAL SEAL]

Name Printed: _____
Notary Public, County of _____
My commission expires: _____

This instrument was drafted by, and after recording should be returned to, Joseph S. Rupkey of Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

EXHIBIT A

Legal Description of the Affected Real Estate

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Assessor's Plat of Miller Park, recorded on December 21, 2016, as Document No. 10634172, being All of HS Story's Subdivision and Story's Subdivision No. 2, located and including part of the NE 1/4 of the SE 1/4, SE 1/4 of the SE 1/4 and also part of the SW 1/4 of the SE 1/4, NW 1/4 of the SE 1/4, and the SE 1/4 of the SW 1/4 all in Section 26, and part of the SW 1/4 of the NE 1/4, NW 1/4 of the NE 1/4, NE 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4, and the NE 1/4 of the NW 1/4, all in Section 35, and part of the SW 1/4 of NW 1/4, and NW 1/4 of the NW 1/4 and the NE 1/4 of the NW 1/4, and the SE 1/4 of the NW 1/4 all in Section 36, all in Township 7 North, Range 21 East, City of Milwaukee, Milwaukee County, State of Wisconsin.

Address: 120 N. Story Parkway
Tax Key No. 4220001000 (Lot 1)

Address: 446 N. Story Parkway
Tax Key No. 4220002000 (Lot 2)

Address: 446 N. Story Parkway
Tax Key No. 4220003000 (Lot 3)

Address: 554 S. 44th Street
Tax Key No. 4220004000 (Lot 4)

Address: 4531 W. Clybourn Street
Tax Key No. 4220005000 (Lot 5)

Address: 451 N. 44th Street
Tax Key No. 4220006000 (Lot 6)

Address: 301 N. 44th Street
Tax Key No. 4220007000 (Lot 7)

Address: 110 S. 44th Street
Tax Key No. 4220008000 (Lot 8)

Address: 301 S. 44th Street
Tax Key No. 4220009000 (Lot 9)

Address: 201 S. 46th Street
Tax Key No. 4220010000 (Lot 10)

Address: 618 S. 44th Street
Tax Key No. 4220011000 (Lot 11)

Address: 500 S. 44th Street
Tax Key No. 4220012000 (Lot 12)