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SPORTSERVICE CORPORATION

703 MAIN STREET, AT TUPPER
BUFFALO, N. Y. 14203

October 17, 1969

Mr. Allan W. Selig, President
Milwaukee Brewers' Baseball Club, Inc.
7030 West National Avenue
Milwaukee, Wisconsin 53214

Dear Mr. Selig:

On the basis of the information you have given us concerning the purchase and transfer by you of the American League baseball franchise from Seattle, Washington to Milwaukee, Wisconsin and the commitments you have received from public and private sources in Milwaukee, Wisconsin, and in consideration of the provisions of this letter, we confirm that upon:

1. The consummation of the purchase and the approved transfer by you of the American League baseball franchise from Seattle, Washington to Milwaukee, Wisconsin, and
2. The consummation of the financial and lease commitments you have from public and private sources in Milwaukee, Wisconsin, and
3. The assignments, assumptions and modification of the Concession Agreement of February 14, 1969 between Pacific Northwest Sports, Inc. and Washington Sportservice, Inc. by you and our Wisconsin affiliate as follows:
 - a) The term of the agreement will commence on January 1, 1970, or upon such later date as all the terms outlined in this letter are consummated, and shall continue unabated wherever the operations conducted under the American League franchise is exercised for 25 years thereafter,
 - b) You will grant to Sportservice the exclusive rights and privileges to the sale of all advertising in all publications, including without limitation the official baseball program and year book, in consideration of which Sportservice shall pay you monthly on or before the 20th of each month 5% the advertising collections realized during the preceding calendar month,

- c) You will grant to Sportservice the exclusive right and privilege to the sale of all such publications with the net profits or losses realized from the publication and sale of such publications to be shared between you and us, the accounting for such profits and losses to be made within 30 days after the close of each baseball season,
- d) You will grant to Sportservice the exclusive right and privilege to the parking of all patron vehicles, which it shall manage and supervise, on the parking lot or lots to be furnished free of cost by you, the gross receipts realized from such parking concession to be included under Paragraph 11(c) of the existing Concession Agreement for the computation of amounts to be paid you,
- e) Pursuant to the commitment you have already received from the appropriate public officials to furnish all of the concession equipment, fixtures and facilities required for the concession operation, you will furnish to Sportservice all equipment, fixtures and structural facilities for the Concession operations, in accordance with the recommendations and specifications of Sportservice relating thereto which shall be formulated to render the concession equipment, fixtures and facilities at Milwaukee comparable to those in Busch Stadium in St. Louis, Missouri,

We will enter into an agreement with you pursuant to which the following financial arrangements will be consummated by the preparation, execution and delivery of all of the required documents in form and contents satisfactory to our counsel:

1. We will consent to the assumption by you of the loan from this corporation to Pacific Northwest Sports, Inc. in the amount of \$2,000,000.00 which is evidenced by a Loan Agreement of May 21, 1969, and all of the instruments and documents referred to in or annexed to the said Loan Agreement, modified only as follows:
 - a) The amount of the loan shall be increased, as of January 1, 1970, or at such later date as all of the above shall have been consummated to \$3,000,000.00. The terms of repayment of the loan will be modified to provide that interest payments only, at the same flexible rate presently provided, will be made during the period January 1, 1970 to January 1, 1972, with monthly increments of \$25,000.00 of principal, plus interest, to be made beginning January 1, 1972 and on the 1st of each month thereafter for a total of 120 months.
 - b) The collateral security, security agreements, subordinations and all other terms and conditions of the Loan Agreement and its related instruments, presently in effect at Seattle,

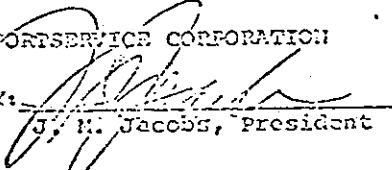
will be otherwise continued unmodified except that substitutions of comparable collateral will be permitted only for the purpose of reflecting the changed circumstances by reason of the purchase and transfer of the franchise from Seattle, Washington to Milwaukee, Wisconsin.

- c) The modified loan shall be subordinated only to a loan to be made you by Northwestern Mutual Life Insurance Company in the amount of \$3,500,000.00, the terms and conditions of which loan shall be at least as favorable as the terms and conditions of the senior loan made by the Bank of California, N. A. to Pacific Northwest Sports, Inc. under and pursuant to a Loan Agreement dated September 17, 1963, and the Addenda to that Loan Agreement.

Our counsel and accountants will be given full opportunity to review all records and instruments required in order to determine the nature and extent of the senior indebtedness and of the commitments from other public and private sources which may be required to permit the consummation of the above arrangement. The reasonable expenses of such examination and of the preparation of the necessary instruments to accomplish all of the above shall be borne by you. No effort will be expended and no expenses will be incurred, however, without your prior consent, prior to the time that the contingencies set forth in this letter have been resolved and you have received all of the necessary commitments to proceed with this transaction.

Very truly yours,

SPORTSERVICE CORPORATION

By: 
J. M. Jacobs, President

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