

**Fill in this information to identify the case:**

Debtor 1 Loomis Enterprises LLC

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Illinois

Case number 18-30053

## Official Form 410

## Proof of Claim

04/16

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1:** Identify the Claim

1. Who is the current creditor?	<u>Milwaukee Brewers Baseball Club, L.P. ("MBBC")</u> Name of the current creditor (the person or entity to be paid for this claim)		
	Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	
	<u>Max S. Meckstroth</u> Name <u>777 East Wisconsin Avenue</u> Number Street <u>Milwaukee WI 53202</u> City State ZIP Code Contact phone <u>414-319-7022</u> Contact email <u>mmeckstroth@foley.com</u>	<u>Jamie Norton</u> Name <u>One Brewers Way</u> Number Street <u>Milwaukee WI 53214</u> City State ZIP Code Contact phone <u>414-902-4611</u> Contact email <u>jamie.norton@brewers.com</u>	
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____			
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

**Part 2:** Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 12,927.28. Does this amount include interest or other charges?  
☐ No  
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
 Limit disclosing information that is entitled to privacy, such as health care information.  
Debtor failed to pay amounts owing under Sponsorship Agreement

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.  
**Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ 12,927.28 (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**☒ No☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

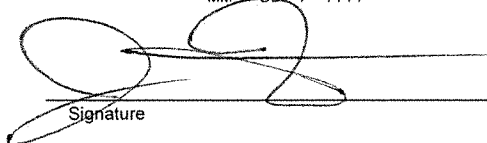
☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/22/2019  
MM / DD / YYYY

  
Signature

Print the name of the person who is completing and signing this claim:

Name Jamie Norton  
First name Middle name Last name

Title VP - Finance and Accounting

Company Milwaukee Brewers  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address One Brewers Way  
Number Street  
Milwaukee WI 53214  
City State ZIP Code

Contact phone 414-902-4611 Email jamie.norton@brewers.com

**Attachment to Proof of Claim of Milwaukee Brewers Baseball Club, L.P.****Case No. 18-30053**

Milwaukee Brewers Baseball Club, L.P. (“MBBC”) files this Proof of Claim as a result of Loomis Enterprises, LLC’s (“Debtor”) pre-petition failure to remit monies owed under that certain Sponsorship Agreement, entered into on June 18, 2018 (attached as **Exhibit A**). As described more fully in the Sponsorship Agreement, in exchange for the rights granted by MBBC under the Sponsorship Agreement, Debtor agreed to pay MBBC in the total amount of Thirty-Eight Thousand Dollars (\$38,000.00) on or before July 1, 2018.

As evidenced by the attached invoice (attached as **Exhibit B**), the following amount remains due and owing from Debtor to MBBC:

Amount owed for Sponsorship Fee	\$12,666.00
Interest owed for late payment of Sponsorship Fee (through 10/24/2018)	\$261.28
<b>Total</b>	<b>\$12,927.28</b>

# **EXHIBIT A**

### SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is entered into this 18 day of June, 2018, between the **MILWAUKEE BREWERS BASEBALL CLUB, L.P.**, a Wisconsin limited partnership located at One Brewers Way, Milwaukee, Wisconsin 53214 ("MBBC"), and **LOOMIS ENTERPRISES, LLC**, an Illinois limited liability company and located at 3545 South 27<sup>th</sup> Street, Milwaukee, Wisconsin 53221 ("Sponsor"). In consideration of the promises and the mutual agreements contained herein and the mutual benefits derived from this Agreement, the parties, intending to be legally bound, hereby agree as follows:

I. Term of Agreement. The term of this Agreement shall commence on July 2, 2018, and shall terminate on September 30, 2018 (the "Term").

II. Grant of Rights. Subject to the terms and conditions set forth in this Agreement, MBBC grants the following rights to Sponsor during the Term of this Agreement:

A. First and Third Base Rotational Signage. Sponsor shall receive one (1) half-inning of exclusive exposure on the first and third base rotational signage for each 2018 MBBC Regular Season Home occurring during the Term of the Agreement (for a total of forty (40) Regular Season Home Games) (the "Signage"). Such signage shall appear during the bottom of the sixth (6<sup>th</sup>) inning of each such Regular Season Home Game, and will feature branding for Home Owners Bargain Outlet ("HOBO"). Sponsor represents and warrants that it has full authority to use such HOBO marks and logos on the Signage, and agrees to indemnify MBBC for any claims of infringement arising from or in connection with the use of such marks. MBBC shall be responsible for the production and installation of the Signage. Should Sponsor desire to change out the Signage during the life of this Agreement, the expense of such change, including production and installation, shall be Sponsor's responsibility.

B. Tickets. Sponsor shall receive four (4) field level tickets to two (2) mutually agreed upon 2018 MBBC Regular Season Home Games, subject to availability. Blackout dates may apply, including games against the Chicago Cubs and other marquee dates, as determined by MBBC in its sole discretion. Specific ticket location will be determined by MBBC in its sole discretion.

III. Sponsorship Fee. As consideration for the right granted by MBBC to Sponsor in this Agreement, Sponsor shall pay to MBBC the total net amount of Thirty-Eight Thousand Dollars (\$38,000.00), to be paid in full on or before July 1, 2018.

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

If to Sponsor:

Loomis Enterprises, LLC  
3545 South 27<sup>th</sup> Street  
Milwaukee, Wisconsin 53221  
Attention: John Traub, Director – Advertising & Marketing  
Email: jrtraub@hoboonline.com  
Phone: (414) 643-1226

With a copy to:

Loomis Enterprises, LLC  
2650 Belvidere Road  
Waukegan, Illinois 60085  
Attention: Rick Solger, Controller

If to MBBC:

Milwaukee Brewers Baseball Club, L.P.  
One Brewers Way  
Milwaukee, Wisconsin 53214  
Attention: Tom Hecht, Vice President – Corporate Marketing  
Email: tom.hecht@brewers.com

With copies to:

Milwaukee Brewers Baseball Club, L.P.  
One Brewers Way  
Milwaukee, Wisconsin 53214  
Attention: Brennan Feldhausen, Director – Corporate Marketing  
Email: brennan.feldhausen@brewers.com

and

Milwaukee Brewers Baseball Club, L.P.  
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.

V. The Standard Terms and Conditions attached hereto and incorporated herein as Attachment A are a part of this Agreement, and Sponsor acknowledges that Sponsor has reviewed the Standard Terms and Conditions and agrees to be bound by the provisions thereof.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Agreement as of the date first written above.

**MILWAUKEE BREWERS BASEBALL CLUB, L.P. ("MBBC")**

By: 

Tom Hecht  
Vice President – Corporate Marketing

**LOOMIS ENTERPRISES, LLC ("Sponsor")**

By: 

John Traub  
Director – Advertising & Marketing





ATTACHMENT A  
STANDARD TERMS AND CONDITIONS

The following sets forth the Standard Terms and Conditions to the Sponsorship Agreement (the "Agreement") between the Milwaukee Brewers Baseball Club ("MBBC") and Sponsor. Capitalized terms used herein not otherwise defined shall have the same meaning as in the Agreement. The Agreement and these Standard Terms and Conditions are collectively referred to as the "Agreement."

1. Fee and Payment

A. All payments due to MBBC from Sponsor pursuant to this Agreement are net to MBBC. Such payments shall be deemed to include all applicable taxes, duties, and charges. All payments due hereunder shall be payable to the Milwaukee Brewers Baseball Club, One Brewers Way, Milwaukee, Wisconsin, 53214, Attention: Accounting Department.

B. From and after the tenth (10th) day of a failure by Sponsor to pay any amounts due by the specified date, interest on any such amounts due and unpaid shall accrue 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.

2. Use of Logos, Trademarks, Service Marks, or Trade Name

A. Sponsor hereby grants to MBBC a nonexclusive right and license to use its logos, trademarks, service marks, corporate or trade name, or other identification as set forth in the Agreement, or for the purpose of conducting and promoting any mutually agreed upon promotional event. Sponsor shall have no right to use any trademarks or trade names other than as expressly provided for herein. Sponsor shall have no right to use the marks of/related to MLB, the All Star Game, and any Postseason play.

B. To the extent Sponsor is granted any rights to MBBC's trademarks hereunder, such rights shall be strictly limited to MBBC's Home Territory (i.e. the State of Wisconsin).

C. To the extent Sponsor is granted any use of MBBC's logos, trademarks, service marks, corporate or trade name, or other identification hereunder, such use shall be subject to the prior written approval of MBBC, which approval may be withheld in the sole and absolute discretion of MBBC.

3. Third Party Promotional Rights

No third party advertiser shall be associated with the Agreement without the prior written consent of MBBC.

4. Representations and Warranties

A. MBBC Representations and Warranties. MBBC represents, warrants, and covenants to Sponsor as follows:

(i) MBBC has the full right and legal authority to enter into and fully perform each of its obligations under this Agreement in accordance with its terms;

(ii) This Agreement is duly executed and delivered by MBBC and is the legal, valid, and binding obligation of MBBC enforceable against MBBC in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting creditor's rights or by general equitable principles;

(iii) The execution and delivery of this Agreement has been duly authorized by MBBC, and such execution and delivery, and the performance by MBBC of its obligations hereunder will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith;

(iv) There are no pending or threatened lawsuits, proceedings or claims against MBBC which could in any material way adversely affect the performance of MBBC hereunder or reduce the value of the rights granted to Sponsor; and

(v) Except as provided in this Paragraph 4 (Representations and Warranties), MBBC disclaims all other warranties of any kind, whether express or implied.

B. Sponsor Representations and Warranties. Sponsor represents, warrants, and covenants to MBBC as follows:

(i) It has the full right and legal authority to enter into and fully perform each of its obligations under this Agreement in accordance with its terms;

(ii) This Agreement is duly executed and delivered by Sponsor and is the legal, valid, and binding obligation of Sponsor enforceable against Sponsor in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting creditors' rights or by general equitable principles;

(iii) The execution and delivery of this Agreement have been duly authorized by Sponsor and such execution and delivery and the performance by Sponsor of its obligations hereunder, will not violate or cause a breach of any other agreements or obligations to which Sponsor is a party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith;

(iv) Use of Sponsor's trade name, trademarks, logos, and the like pursuant to the terms of this Agreement will not infringe upon any patent, trademark, copyright, trade name, right of publicity, or other proprietary right or interest of a third party; and

(v) There are no pending or threatened lawsuits, proceedings or claims against Sponsor that could, in any material way, adversely affect the performance of Sponsor hereunder.

5. Advertising Copy

A. The design, layout, configuration, and content of any advertising contemplated in the Agreement shall be subject to the prior written approval of MBBC, which shall not be unreasonably withheld. Such advertising, or renderings of such advertising, shall be submitted to MBBC for review and approval or rejection at least twenty (20) business days before its intended display or use. Such advertising may be changed at any time by Sponsor; provided that all such changes shall have been approved in advance and in writing by MBBC, the costs of implementing all such changes are fully borne by Sponsor, and at times which do not interfere, or cause delay of, any event held at Miller Park. MBBC reserves the right to refuse to display any advertising or portion thereof if MBBC determines that such advertising is of substandard technical quality, is not in conformity with standards of quality advertising, fails to comply with applicable Major League Baseball ("MLB") or National League rules, regulations, or policies, or is in bad taste or otherwise objectionable.

B. Without limiting the generality of the foregoing, the

following types of statements and practices may not be used in any advertising permitted hereunder:

- (i) A. false, misleading or unwarranted claims; including but not limited to those instances in which the public is unfairly treated;
- (ii) infringements of a third party's rights through plagiarism, unfair imitation of either program idea or copy or any other unfair competition;
- (iii) disparagement of a competitor or of a competitor's products or services;
- (iv) advertisement or promotion of any third party advertiser or the products or services of any third party advertiser;
- (v) announcements of programs or advertisements which are prejudicial to the public interest, to the interests of MBBC, the National League or MLB;
- (vi) advertisements which depict a person in a MBBC's uniform other than a bona fide MBBC's player (no models may be used for this purpose); and
- (vii) advertisements which violate any statutory, administrative or judicial law, regulation, rule, order, decree or the like applicable thereto.

#### 6. Signage.

Except as otherwise provided for in the Sponsorship Agreement, if the sponsorship elements include signage (other than LED) displayed in Miller Park the following terms apply:

- A. All costs of preparing and installing the advertising for any signage, including all costs of preparing copy for the signs, shall be borne fully by the Sponsor. All work with respect to advertising displayed on any signage, by or on behalf of Sponsor, shall be performed by contractors approved in writing by MBBC prior to the performance thereof and all installation methods and procedures of such approved contractor shall also be subject to MBBC's prior written approval, which shall not be unreasonably withheld.
- B. All advertising utilized in connection with in-stadium bowl signs within player view, and/or within the play of game, must adhere to MLB guidelines which includes at all times less than ten percent (10%) white in the artwork and such ten percent (10%) must be distributed throughout the sign. In addition, no background, large lettering or logos on signage can be pure white; there must be a minimum of twenty percent (20%) translucent screen of another color added (preferably black).
- C. MBBC shall be responsible for the routine maintenance of any signage.
- D. The signage rights granted herein are not intended to and shall not convey to Sponsor any property rights in Miller Park of any nature whatsoever, other than the right to display its advertising during the Term of this Agreement, subject to the terms and conditions hereof.
- E. To the extent any signage that is the subject of this Agreement is not feasible at the time of installation, the Parties hereto agree to work together in good faith to identify an alternative location for alternative signage.
- F. MBBC expressly reserves the right to cover Miller Park signage during special events, scheduled to take place during non-game times (including but not limited to concerts,

private celebrations, etc) or as a result of any special baseball event, to the extent determined by MLB.

G. MBBC expressly reserves the right to, in its sole discretion, convert any fixed signage on the main scoreboard to video, LED, or an alternative form of signage that may not be visible during any time period during which the scoreboard is not in operation, without any offset or reduction in fees.

#### 7. Termination.

A. MBBC Right of Termination. Without prejudice to any of its other rights and remedies hereunder or otherwise, MBBC may, at its sole discretion, terminate this Agreement upon written notice to Sponsor if:

- (i) Sponsor has (a) become insolvent; (b) become unable, or admitted in writing its inability, to pay its debts as they mature; (c) made a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; (d) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code; (e) become the subject of a creditor's petition for liquidation, reorganization or to effect a plan or other arrangement with creditors; (f) applied to a court for the appointment of a custodian or receiver for any of its assets and such receiver shall not be discharged within sixty (60) days after his appointment; or (g) otherwise become the subject of any insolvency proceedings; and/or

- (ii) If Sponsor has failed to perform or breached any material term or condition of this Agreement and if such failure to perform or breach continues for seven (7) business days after written notice of such is sent by MBBC to Sponsor.

B. Sponsor Right of Termination. Without prejudice to any of its other rights and remedies hereunder or otherwise, Sponsor may, at its sole discretion, terminate this Agreement upon written notice to MBBC if:

- (i) MBBC has (a) become insolvent; (b) become unable, or admitted in writing their inability, to pay its debts as they mature; (c) made a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; (d) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code; (e) become the subject of a creditor's petition for liquidation, reorganization or to effect a plan or other arrangement with creditors; (f) applied to a court for the appointment of a custodian or receiver for any of their assets and such receiver shall not be discharged within sixty (60) days after his appointment; (g) otherwise become the subject of any insolvency proceedings; or (h) MBBC announce plans to relocate the franchise outside of the Milwaukee, Wisconsin market; or

- (ii) MBBC has failed to perform or breached any material term or condition of this Agreement and if such failure to perform or breach continues for seven (7) business days after written notice of such is sent by the Sponsor to MBBC.

#### 8. Force Majeure.

A. If MBBC 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, or any other cause beyond the control of MBBC ("Force Majeure"), then neither MBBC nor Sponsor shall be entitled to terminate this Agreement, nor be entitled to damages or to any other

legal or equitable relief by reason thereof.

B. Notwithstanding anything to the contrary herein, if a Force Majeure causes the cancellation of more than ten (10) regular season home games of MBBC at Miller Park during a season during the Term, then Sponsor shall receive a credit for each home game of MBBC thereafter cancelled calculated by multiplying all fees pertaining to the sponsorship rights granted in this Agreement for such season, by a fraction of which 1 is the numerator and (X) the denominator is the number of games scheduled to be played at Miller Park during the respective season.

C. The credit calculated above shall be applied to additional sponsorship rights mutually agreed to by MBBC and the Sponsor for the last season of the Term, or if the Parties are unable to reach an agreement in this regard, any credits remaining at the expiration of this Agreement shall be paid to the Sponsor by MBBC no later than April 1<sup>st</sup> of the year following the end of the Term, unless MBBC and Sponsor consummate a subsequent agreement for Sponsorship rights after the expiration of this Agreement in which case such credit will be applied to the fees due MBBC from Sponsor in the first year of such subsequent agreement.

#### 9. Indemnification.

A. Sponsor Indemnification. Sponsor hereby agrees to defend, indemnify, and hold harmless MBBC, its general partner, and their respective directors, officers, partners, employees, agents, and insurers from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, without limitation, attorneys fees and costs) resulting from, arising out of, or incurred with respect to, or alleged to result from, arise out of, or have been incurred with respect to:

- (i) the breach of any covenant or agreement made by Sponsor herein;
- (ii) the inaccuracy of any representation or warranty made by Sponsor herein;
- (iii) any act or omission by Sponsor or any of its directors, officers, employees, and agents in connection with this Agreement (except any loss or damage caused solely by the negligence or wrongdoing of MBBC);
- (iv) the character, content, and subject matter of any advertising used or displayed in accordance with this Agreement.

B. MBBC Indemnification. MBBC hereby agrees to defend, indemnify, and hold harmless the Sponsor, and its respective directors, officers, partners, employees, agents, and insurers from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, without limitation, attorneys fees and costs) resulting from, arising out of, or incurred with respect to, or alleged to result from, arise out of, or have been incurred with respect to:

- (i) the breach of any covenant or agreement made by MBBC herein;
- (ii) the inaccuracy of any representation or warranty made by MBBC herein;
- (iii) any act or omission by MBBC or any of its directors, officers, employees, and agents in connection with this Agreement (except any loss or damage caused solely by the negligence or wrongdoing of the Sponsor).

#### 10. Assignment.

This Agreement or any part hereof shall not be assigned, delegated, or otherwise transferred by either Party without the prior written consent of the other Party, and any attempted assignment of rights or delegation of performance without such written consent shall be null and void, except that MBBC may assign this Agreement to any third party without Sponsor's prior written consent; provided that simultaneously with such assignment MBBC is merged or consolidated with such assignee or such assignee acquires all or substantially all of the assets of MBBC.

#### 11. Successors; Binding Effect.

Subject to Paragraph 10 (Assignment) hereof, this Agreement shall be binding upon each of the Parties hereto and their respective successors and assigns.

#### 12. Integration Clause.

This Agreement is the final, complete and exclusive statement and expression of the agreement among the Parties hereto with relation to the subject matter of this Agreement, it being understood that there are no oral representations, understandings or agreements covering the same subject matter as this Agreement. This Agreement supersedes, and cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind.

#### 13. Amendments and Modifications.

The Parties hereto shall not amend, modify or supplement this Agreement, except by written instrument signed by the parties.

#### 14. Relationship of Parties.

The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between MBBC and Sponsor and neither Party shall have the authority to bind the other in any respect.

#### 15. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and all Parties shall be subject to the courts and jurisdiction of the Wisconsin State or Federal Courts.

#### 16. Retention of Certain Proprietary Rights.

A. The trademarks, brand logos, label designs and product identifications of each Party shall remain the property of the respective Party and any and all rights under trademark or copyright law or otherwise relating to such items shall inure to the benefit of such Party.

B. Unless as set forth in the Agreement, neither Party is licensed hereunder to use in any way the corporate or trade name(s), trademark(s), service mark(s), logo(s), or other identification of the other Party without the prior written consent of the other Party.

C. Any Party's uses of the other Party's marks shall include any designations legally required or useful for enforcement of copyright, trademark, or service mark rights (e.g., "©," "®" or "TM").

**17. Headings.**

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provisions set forth herein.

**18. Effect of Waiver.**

No delay or omission to exercise any right or remedy in favor of MBBC or Sponsor upon any breach or default hereunder shall impair any such right or remedy or be construed to be a waiver of any such breach or default; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval on the part of MBBC or Sponsor of any breach or default under this Agreement, or of any provision or condition hereof, must be made in writing and shall be effective only to the extent specifically set forth in such writing.

**19. Subservience.**

Notwithstanding any other provision of this Agreement:

A. This Agreement and the rights, exclusivities, and protections granted by MBBC to Sponsor hereunder shall, at the request of the Office of the Commissioner of Baseball, be subject to its review and prior written approval, and shall in all respects be subordinate to, and shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entered into or amended from time to time (collectively, the "MLB Documents"): (i) any present or future agreements or arrangements regarding the telecast, broadcast, recording (audio or visual), or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of MLB games, and/or the accounts and descriptions thereof, entered into with third parties by any of the Office of the Commissioner of Baseball, the American and National Leagues of Professional Baseball Clubs, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., Baseball Television, Inc., MLB Advanced Media, L.P., MLB Advanced Media, Inc. ("MLBAM"), MLB Media Holdings, L.P., MLB Online Services, Inc., and/or any of their respective present or future affiliates, assigns or successors (collectively, the "MLB Entities"), either on its own behalf or on behalf of the MLB and/or other MLB Entities; (ii) any other present or future agreements or arrangements entered into with third parties by, or on behalf of, any of the MLB Entities, including, without limitation, those relating to ticketing, e-commerce, and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication; (iii) any present or future agreements or arrangements entered into by MBBC with the other MLB Clubs and/or one or more of the MLB Entities (including, without limitation, the Major League Constitution, the American and National League Constitutions, the Professional Baseball Agreement, the Major League Rules, the Interactive Media Rights Agreement, and each agency agreement and operating guidelines among the MLB Clubs and an MLB Entity); and (iv) the applicable rules, regulations, policies, bulletins or directives issued or adopted either by the Commissioner or otherwise pursuant to the Major League Constitution or any such agency agreement.

B. The territory within which Sponsor is granted rights hereunder cannot extend beyond the Home Television Territory of MBBC, as established and amended from time to time pursuant to the MLB Documents. Nothing herein shall be construed as conferring on Sponsor rights in areas outside of the MBBC Home Television Territory.

C. MBBC shall have the right, at no cost or liability to it or any other club or MLB Entity, to terminate this Agreement at any time Sponsor breaches its obligations under Subparagraph A or B of this Paragraph 19 (Subservience). The right to terminate shall be exercisable by delivering written notice to Sponsor within thirty (30) days after MBBC obtains actual knowledge that such breach or retransmission has occurred and the effective date of such termination shall be no more than thirty (30) days after the date such notice is given, as specified by MBBC in such notice.

D. Any right or obligation in this Agreement involving "Interactive Media," must be approved in writing by MLBAM prior to MBBC's execution of this Agreement. For purposes of this provision, "Interactive Media" shall mean (i) the Internet or any other on-line system or computer network; (ii) any interactive wireless service, including any interactive microwave or cellular service; (iii) any interactive satellite service; (iv) any interactive broadcast television, broadcast radio or cable television service; and (v) any other medium of interactive communication now known or hereafter devised.

**20. Severability.**

In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severed from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**21. Attorneys' Fees and Costs.**

In the event of any litigation between MBBC and Sponsor pertaining to this Agreement, the prevailing Party in such litigation shall be entitled to recover its reasonable attorneys' fees and costs.

**22. Sophistication of Parties.**

Each Party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement. Accordingly, in interpreting this Agreement, no weight shall be placed upon which Party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one Party hereto to provide approval or consent, such approval or consent shall, except as may otherwise be specified herein, be given in such Party's sole judgment and discretion.

**23. Non-Exclusive Rights.**

Unless otherwise set forth in the Agreement, no rights of exclusivity are granted to Sponsor by the Agreement and nothing in this Agreement shall limit in any manner MBBC's right to sell advertising, marketing or promotional rights of any kind to any other person or entity for any product or service, whether or not competitive with Sponsor.

**24. Taxes.**

Sponsor is liable for, and shall remit to the appropriate taxing authorities, all sales and use taxes on the tangible personal property and/or services transferred or provided hereunder by Sponsor to MBBC, and shall provide, on request, to MBBC, a written receipt (with such taxes separately stated) evidencing the same. MBBC is liable for, and shall remit to the appropriate taxing authorities, all sales and use taxes on the tangible personal property and/or services transferred or provided hereunder by MBBC to Sponsor, and shall provide,



on request, to Sponsor, a written receipt (with such taxes separately stated) evidencing the same.

**25. Postseason.**

A. Unless expressly stated to the contrary, this Agreement does not apply to Postseason play.

B. During Regular Season play at Miller Park, for purposes of home baseball games, MBBC controls the advertising and marketing, including related signage, in-game promotions, in-game entertainment, kiosks and print advertising. During any Postseason play, MLB holds all marketing, advertising and promotional rights with respect to all in-stadium and broadcast presentations of the game. As such, during Postseason play, MBBC's rights are secondary to those of MLB and MLB shall have the right to alter, without consequence to MBBC or MLB, the rights described in this Agreement.

**26. Confidentiality.**

Sponsor shall, at all times, keep any and all terms of this Agreement confidential and shall share its terms only with those with a need to know such information for legal or compliance purposes. In any instance in which the terms of this Agreement are shared on a need to know basis by Sponsor, Sponsor shall inform the recipient(s) of such information of the terms of this confidentiality clause and shall bind such individuals to the terms hereof. Further, by sharing such information, Sponsor acknowledges that any recipient of such information shall be considered an employee or agent of Sponsor for purposes of the liability provisions set forth herein. Sponsor acknowledges and agrees that this Paragraph 26 (Confidentiality) is a material term of this agreement and that any breach hereof by Sponsor shall be deemed material and will cause irreparable damage to the business operations of MBBC.

**27. Internet.**

Unless expressly stated to the contrary, this Agreement does not grant Sponsor any right to use MBBC's trademarks, including name, logos or other intellectual property, tickets or other assets in any manner in any digital form, including on websites, through social media, email, or otherwise.

**28. Miscellaneous.**

A. Sponsor understands and agrees that the rights set forth herein may be exercised in the State of Wisconsin only.

B. For purposes of this Agreement, the "Regular Season" shall commence with the first Home game, not including preseason or exhibition games, and shall end following the final game before Postseason play, if any. "Home Games" shall mean those games played at Miller Park.

C. This Agreement may be executed by original, facsimile, PDF or electronic signatures and in any number of counterparts, which together shall be considered one instrument. Counterparts, signed facsimile or PDF copies, and electronically signed copies of this Agreement shall legally bind the parties to the same extent as original documents.

# **EXHIBIT B**

Milwaukee Brewers  
Baseball Club, LP  
Miller Park  
1 Brewers Way  
Milwaukee, WI 53214



# INVOICE

## Bill To:

HOBO (Loomis Enterprises,  
LLC)  
John Traub, Director  
3545 South 27th Street  
Milwaukee, WI 53221  
United States of America

*per cc Jason +  
Angus - proof of claims.*

Date: Jun 22, 2018  
Invoice Number: CI000000002472  
Payment Terms: Immediate  
Due Date: Jun 22, 2018

## Purchase Order Number

Item Description	Amount
2018 Sponsorship Agreement ~ Dated 6/18/18 \$38,000 to be paid on or before July 1st	\$38,000.00
Total	\$38,000.00

*total paid - \$ 25.334 < 8/1/18 - 12,667  
9/10/18 - 12,667*

*CHILL DUE - \$ 12,666*

## Please Remit Payments To:

Via Electronic Funds Transfer  
(preferred):  
Bank: Associated Bank, NA, Green Bay,  
WI  
ABA # (ACH & Wire): [REDACTED] 575  
Account #: [REDACTED] 3856  
Account Name: Operating Account - LP  
Federal Tax ID: [REDACTED] 6376

Via Mail:  
Milwaukee Brewers Baseball Club, LP  
PO Box 8827  
Carol Stream, IL 60197-8827  
United States of America

# Northern District of Illinois Claims Register

[18-30053 Loomis Enterprises LLC](#)

**Honorable Judge:** Jacqueline P. Cox

**Chapter:** 11

**Office:** Eastern Division

**Last Date to file claims:**

**Trustee:**

**Last Date to file (Govt):**

*Creditor:* (27224404)

**Claim No:** 32

*Status:*

MILWAUKEE BREWERS

*Original Filed*

*Filed by:* CR

BASEBALL CLUB, LP

*Date:* 01/25/2019

*Entered by:* Matthew J Stockl

MILLER PARK 1 BREWERS

*Original Entered*

*Modified:*

WAY

*Date:* 01/25/2019

Milwaukee, WI 53214-

0000

Amount claimed: \$12927.28

*History:*

[Details](#) [32-1](#) 01/25/2019 Claim #32 filed by MILWAUKEE BREWERS BASEBALL CLUB, LP, Amount claimed: \$12927.28 (Stockl, Matthew)

*Description:* (32-1) See attached Addendum and Exhibits

*Remarks:*

## Claims Register Summary

**Case Name:** Loomis Enterprises LLC

**Case Number:** 18-30053

**Chapter:** 11

**Date Filed:** 10/25/2018

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$12927.28
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	Claimed	Allowed
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>		