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Between

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,

BOARD OF PARK COMMISSIONERS
OF THE CITY OF KENOSHA, WISCONSIN,
A Municipal Park Commission

And

BASEBALL LIKE IT OUGHTA BE, LLC,
A Wisconsin Limited Liability Company

NORTHWOODS LEAGUE, INC.
A Florida Corporation

THIS LEASE is entered into between the CITY OF KENOSHA, WISCONSIN, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, the BOARD OF PARK COMMISSIONERS OF THE CITY OF KENOSHA, WISCONSIN, a municipal park commission, duly organized and existing under the Code of General Ordinances for the City of Kenosha and the laws of the State of Wisconsin, hereafter referred to collectively as "CITY" and BASEBALL LIKE IT OUGHTA BE, LLC, , a Wisconsin limited liability company with principal offices located at 1314 Canal Street, PO Box 505, Black Earth, WI 53515 and NORTHWOODS LEAGUE, INC., a Florida corporation with principal offices located at 197 Plantation Circle South, Ponte Vedra Beach, FL, 32082 and 2900 4th St. SW, Rochester, MN, 55902, hereafter referred to collectively as "LESSEE".

W I T N E S S E T H:

WHEREAS, the CITY owns the park/recreational facility known as Simmons Athletic Field; and,

WHEREAS, BASEBALL LIKE IT OUGHTA BE, LLC, is an affiliate member of the Northwoods League a summer collegiate baseball league owned and operated by NORTHWOODS LEAGUE, INC.; and,

WHEREAS, BASEBALL LIKE IT OUGHTA BE**,** LLC, desires to play scheduled baseball games at Simmons Athletic Field and utilize related facilities to conduct a scheduled baseball program with other members of the Northwoods League as well as for other baseball and nonbaseball events; and,

WHEREAS, under the Affiliation Agreement between BASEBALL LIKE IT OUGHTA BE, LLC, and the Northwoods League, NORTHWOODS LEAGUE, INC. is a required signatory and party to any facility lease entered into between a municipality and the affiliate team; and,

WHEREAS, the LESSEE desires to enter into this Lease to use Simmons Athletic Field; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease.

NOW THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the CITY and the LESSEE agree as follows:

ARTICLE 1 – PREMISES

1.1. PREMISES. The CITY leases to the LESSEE the park/recreational facility known as Simmons Athletic Field, an improved baseball park with a present viewer seating capacity of approximately 1100 persons located at 7817 Sheridan Road, Kenosha, Wisconsin, more particularly described on attached Exhibit "A" and hereafter referred to as the "PREMISES" subject to the easements, ground leases and reservations by the CITY described in this Lease.

1.2 ACCEPTANCE. The LESSEE warrants that it has inspected the PREMISES and has found the PREMISES suitable for its intended purposes, "as is", subject to the use limitations and obligations imposed by this Lease.

ARTICLE 2 - TERM

The term of this Lease is for eleven (11) years beginning January 1, 2013, through and including, December 31, 2024, hereafter referred to as the "TERM". The lease year shall be the twelve month period beginning January 1 and ending December 31, hereafter referred to as the "LEASE YEAR." At least twelve (12) months prior to the expiration date of this Lease, the LESSEE may request, in writing, that the CITY negotiate a new Lease. If timely notice is given to the CITY and the LESSEE is in full compliance with this Lease, the CITY shall meet with the LESSEE in good faith to negotiate a new Lease which may be for any TERM agreed to by the parties.

ARTICLE 3 - RENT

3.1 RENT. The LESSEE agrees to pay the CITY for the use and occupancy of the PREMISES rent in the following annual sums:

LEASE YEAR	ANNUAL RENT	INSTALLMENT AMOUNT
1	-0-	-0-
2-5	$30,000	$15,000
6	$30,900	$15,450
7	$31,827	$15,913.50
8	$32,782	$16,391
9	$33,765	$16,882.50
10	$34,778	$17,389
11	$35,821.00	$17,910.50

The annual rent shall be payable in two equal installments in the amounts set forth above on or before May 1 and September 1 of each LEASE YEAR during the TERM of this Lease.

3.2 LATE PAYMENTS. Late payment of rent shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half (1-1/2%) percent per month, until paid in full.

ARTICLE 4 - IMPROVEMENTS

4.1 IMPROVEMENTS. IMPROVEMENTS shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of the stadium, playing field, lighting, fences, scoreboard, buildings, structures, facilities, utilities, parking areas, roads, sidewalks, landscaping, and any other site modifications on the PREMISES. IMPROVEMENTS shall not include care, maintenance and repair of the PREMISES pursuant to Article 7 of this Lease.

4.2 OBLIGATION OF LESSEE TO COMPLETE IMPROVEMENTS. The LESSEE, at LESSEE's expense, shall complete $250,000 of IMPROVEMENTS to the PREMISES by May 1, 2014. The IMPROVEMENTS required to be made by the LESSEE by May 1, 2014 together with the estimated cost of the IMPROVEMENTS are attached as Exhibit B. The LESSEE, at LESSEE's expense, shall complete an additional $125,000 of IMPROVEMENTS to the PREMISES by the end of lease year six and an additional $125,000 of IMPROVEMENTS to the PREMISES by the end of the initial TERM of the Lease.

4.3 LESSEE's FAILURE TO COMPLETE IMPROVEMENTS. In the event the LESSEE fails to complete the IMPROVEMENTS required by Article 4.2, the LESSEE shall pay the CITY, upon written demand, the balance of the estimated cost of the IMPROVEMENTS required to be made together with interest at the rate of 1.5% per month from the date of the CITY's written demand until paid. The LESSEE's failure to pay the CITY, upon written demand, the balance of the estimated cost of the IMPROVEMENTS required to be made plus interest shall relieve the CITY of any obligation to make any IMPROVEMENTS to the PREMISES and shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22.

4.4 ACCOUNTING BY LESSEE. Within 45 days of the completion of the IMPROVEMENTS required to be made by the LESSEE pursuant to Article 4.2, the LESSEE shall provide the CITY with an itemized final accounting of the total cost of the IMPROVEMENTS. In the event the total cost of the IMPROVEMENTS does not exceed the estimated cost of the IMPROVEMENTS, the estimated cost of the IMPROVEMENTS shall be applied to the total amount of the IMPROVEMENTS required to be made by the LESSEE pursuant to Article 4.2. In the event the total cost of the IMPROVEMENTS exceeds the estimated cost of the IMPROVEMENTS, the LESSEE shall be responsible for paying the additional cost and the additional cost in excess of the estimated cost shall not be applied to the total amount of the IMPROVEMENTS required to be made by the LESSEE pursuant to Article 4.2

4.5 IMPROVEMENTS BY CITY. Except as otherwise provided in this Lease, the CITY, at the CITY's expense, shall complete a maximum of $750,000 of IMPROVEMENTS to the PREMISES by May 1, 2014 from the list of IMPROVEMENTS attached as Exhibit C. Unless otherwise agreed in writing between the parties, the CITY shall undertake the IMPROVEMENTS

set forth on Exhibit C n the order listed until the CITY has completed its maximum of $750,000 of IMPROVEMENTS to the PREMISES. At such time as any single project undertaken by the CITY will result in the CITY exceeding its maximum of $750,000 of IMPROVEMENTS, the CITY, at the CITY's option may undertake another project listed on Exhibit C, the cost of which will not result in the CITY exceeding its maximum of $750,000 of IMPROVEMENTS. In the event there are no projects on Exhibit C which will not result in the CITY exceeding its maximum of $750,000 of IMPROVEMENTS, the LESSEE shall be responsible for paying the additional cost of the project which is in excess of the CITY's maximum of $750,000 of IMPROVEMENTS and the additional cost shall be applied to the additional $250,000 of IMPROVEMENTS to the PREMISES to be completed during the initial TERM of the Lease, but shall not be applied to the $250,000 of IMPROVEMENTS to the PREMISES to be completed by May 1, 2014 pursuant to Article 4.2. Any public work undertaken by the CITY in connection with IMPROVEMENTS to the PREMISES shall be subject to state law and local ordinances regarding public bidding and prevailing wage and hour scales.

4.6 ACCOUNTING BY CITY. Within 45 days of the final acceptance of the IMPROVEMENTS made by the CITY pursuant to Article 4.5, the CITY shall provide the LESSEE with the total cost of the IMPROVEMENTS. The total cost of the IMPROVEMENTS made by the CITY shall be applied to the total amount of the IMPROVEMENTS to be made by the CITY pursuant to Article 4.5.

4.7 IMPROVEMENT BY LESSEE AND CITY. Any IMPROVEMENTS to the PREMISES, the cost of which is shared by the LESSEE and the CITY, shall be subject to state law and local ordinances regarding public bidding and prevailing wage and hour scales. Except as otherwise provided in Article 4.5, the LESSEE's and CITY's share of the cost of any IMPROVEMENTS to the PREMISES pursuant to this Article 4.7 shall be applied respectively to the total amount of the IMPROVEMENTS to be made by the LESSEE pursuant to Article 4.2 and by the CITY pursuant to Article 4.5.

4.8 PLANS AND SPECIFICATIONS. Plans, specifications and cost estimates for any IMPROVEMENTS shall be submitted to the CITY for approval. No work shall commence on the IMPROVEMENTS until all necessary approvals have been received and all required permits from the CITY have been obtained including but not limited to any and all required conditional use permits. All IMPROVEMENTS shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.9 PERFORMANCE BOND. In order to guaranty payment for all labor and materials and the completion of all the IMPROVEMENTS to be made by BASEBALL LIKE IT OUGHTA BE, LLC pursuant to this Article 4, BASEBALL LIKE IT OUGHTA BE, LLC shall provide the CITY with a performance bond in the amount of one hundred fifteen (115%) percent of the estimated cost of the projects set forth on Exhibit B as the projects are undertaken in form and content acceptable to the CITY. The performance bond shall be executed by BASEBALL LIKE IT OUGHTA BE, LLC as principal and a surety corporation authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance and have an A.M. Best rating of A Class X or better. The performance bond shall be payable to the CITY and be conditioned upon the faithful performance of the IMPROVEMENTS by BASEBALL LIKE IT OUGHTA BE, LLC.

4.10 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing any IMPROVEMENTS, the LESSEE shall procure and submit proof of the following insurance coverages to the CITY:

a. Builder's All Risk Insurance in the amount of the full value of the IMPROVEMENTS insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting the LESSEE and the CITY from claims for death, personal injury or property damage arising during the course of construction of the IMPROVEMENTS in accordance with the coverage requirements specified in this Lease.

4.11 CONSTRUCTION LIENS. The LESSEE, in making IMPROVEMENTS upon the PREMISES, shall not grant permission for or permit any liens for labor or materials to attach to the PREMISES without the prior written consent of the CITY, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the PREMISES. In order to avoid such liens, the LESSEE shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the PREMISES, the LESSEE shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall preclude the LESSEE or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

4.12 RISK OF LOSS. The LESSEE assumes the risk of loss or damage to all of the IMPROVEMENTS and the risk of loss or damage to all property of the CITY arising out of or in connection with the IMPROVEMENTS. In the event of such loss or damage, the LESSEE shall forthwith repair, replace, restore and/or reconstruct the IMPROVEMENTS and the property of the CITY without cost or expense to the CITY.

4.13 INDEMNITY, DEFENSE AND HOLD HARMLESS BY CONTRACTORS. The LESSEE shall require its contractors who make the IMPROVEMENTS to indemnify, defend and hold harmless the CITY, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the LESSEE involving the IMPROVEMENTS by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the CITY, or any of its officers, employees or agents.

4.14 INSPECTION. The CITY shall have the right, through its duly designated representatives, to inspect the IMPROVEMENTS, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the IMPROVEMENTS, provided the taking of samples and testing shall be conducted so as to minimize interference with the IMPROVEMENTS, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.15 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the

CITY, its officers and employees with respect to any labor or materials provided in connection with the IMPROVEMENTS. Nothing contained herein shall create, or be deemed to create, any relationship between the CITY and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the IMPROVEMENTS and the CITY shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the IMPROVEMENTS.

4.16 UNAUTHORIZED IMPROVEMENTS. Should the LESSEE make any IMPROVEMENTS without prior CITY approval, which are not satisfactory to the CITY, then, upon written notice to do so, the LESSEE at LESSEE's expense shall remove the same, or if agreed upon by the CITY, cause the same to be changed, modified or reconstructed to the satisfaction of the CITY. Should the LESSEE fail to comply with such notice within sixty (60) days of receipt thereof, or should the LESSEE commence to comply therewith and fail to pursue such work diligently to completion, the CITY may effect the removal, change, modification or reconstruction thereof, and the LESSEE shall pay the cost thereof to the CITY, upon written demand together with interest at the highest rate permitted by law from the date of the CITY'S written demand until paid.

4.17 WARRANTIES AND REPRESENTATIONS. The LESSEE agrees to ensure that all warranties and representations made to the LESSEE by the contractor, supplier or manufacturer of any of the IMPROVEMENTS shall extend to the CITY.

4.18 OWNERSHIP OF IMPROVEMENTS. The CITY shall inspect all IMPROVEMENTS to the PREMISES upon completion. If the IMPROVEMENTS are consistent with the approved plans and specifications, are free from defects or deficient workmanship and satisfactorily pass inspection by the CITY, the CITY will accept the IMPROVEMENTS which will then be considered a donation by the LESSEE to the CITY. Upon acceptance of the IMPROVEMENTS by the CITY, the LESSEE acknowledges, agrees and understands that the CITY shall own, have and retain all right title and interest in and to the PREMISES and all the IMPROVEMENTS on the PREMISES. Upon acceptance of the IMPROVEMENTS by the CITY, the LESSEE acknowledges, agrees and understands that the LESSEE shall have no ownership rights or other right, title or interest in or to the PREMISES or the IMPROVEMENTS on the PREMISES regardless of the source of financial contribution for the IMPROVEMENTS.

ARTICLE 5 - USE AND OPERATION OF PREMISES

5.1 USE OF PREMISES FOR NORTHWOODS LEAGUE BASEBALL. Except as otherwise provided by this Lease, the LESSEE shall have the exclusive use of the PREMISES for practicing and playing Northwoods League baseball. During the TERM of this Lease, BASEBALL LIKE IT OUGHTA BE, LLC shall play all regular season Northwoods League home games and any home All Star and home post season games at the PREMISES. During the term of this Lease, BASEBALL LIKE IT OUGHTA BE, LLC shall maintain affiliation with the Northwoods League. Failure of BASEBALL LIKE IT OUGHTA BE, LLC to maintain affiliation with the Northwoods League or to play the required Northwoods League home games at the PREMISES shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22 provided, however, that in the event a breach of this Article 5.1 occurs between January 1 of a LEASE YEAR and the completion of the Northwoods League championship series for that LEASE YEAR season, the NORTHWOODS LEAGUE, INC shall be

permitted to complete that season's scheduled games at the PREMISES with another Northwoods League affiliate team.

5.2 RENAMING PREMISES. Subject to all provisions of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, and provided the LESSEE is not in default under the terms and conditions of this Lease, the LESSEE may request that Simmons Athletic Field be renamed. It is expressly understood and agreed that this Article 5.2 does not create any rights by the LESSEE to have the PREMISES renamed but rather is intended to provide the LESSEE an opportunity to make such a request subject to the Code of General Ordinances for the City of Kenosha.

5.3 USE OF PREMISES FOR OTHER PURPOSES. Except as otherwise provided by this Lease, the LESSEE shall have the exclusive use of the PREMISES for other public purposes consistent with the use of the PREMISES as a dedicated CITY park/recreational facility. The LESSEE may permit other public, not-for-profit or for-profit entities, and individuals to use the PREMISES for such purposes pursuant to a rental agreement, or license or permit arrangement subject to the prior written approval of the CITY. The LESSEE shall be responsible for compliance with all of the terms, conditions and obligations of this Lease by any other permitted user of the PREMISES. Failure by any other permitted user of the PREMISES to comply with all of the terms, conditions and obligations of the Lease shall be considered a material breach of this Lease by the LESSEE thereby subjecting this Lease to termination pursuant to Article 22.

5.4 USE OF PREMISES BY CITY. The CITY shall be permitted to use the PREMISES at no charge to the CITY at such times as may be agreed between the CITY and the LESSEE when the PREMISES are not in use by the LESSEE or the LESSEE'S permitted users.

5.5 CONCESSION RIGHTS AND REVENUES. The LESSEE shall have exclusive concession rights to serve and sell food, beverages and goods upon the PREMISES, at all times and for all events, including events not connected with Northwoods League baseball games. The LESSEE may retain all revenues associated with the concession rights and shall likewise assume all costs, expenses, losses and liabilities associated with the concession rights. The LESSEE, at LESSEE's expense, shall furnish all labor and equipment required to exercise the concession rights and shall provide all food, beverages and goods sold or served. The LESSEE, at LESSEE's expense, shall obtain all license and permits required to lawfully exercise the concession rights, including all CITY required licenses and permits, none of which are deemed granted under this Lease. The LESSEE shall not use the name of the CITY in connection with the exercise of the concession rights. The LESSEE may only exercise concession rights within the ball park portion of the PREMISES which serves patrons. The LESSEE may contract with others to operate concessions on the PREMISES provided that the concession contract incorporates this Lease by reference and the concession contractor agrees to abide by all of the terms, conditions and obligations of this Lease. Any concession contract containing any terms or conditions contrary to those contained within this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22. The concession contract may provide that the concession contractor undertake certain duties which the LESSEE is obligated to perform under the terms of this Lease. However, the concession contract shall not relieve the LESSEE from performing the LESSEE's obligations under this Lease if the concession contractor fails to perform any such obligation. The LESSEE shall provide the CITY a copy of any concession

contract. The LESSEE shall be entitled to contract for advertising and media coverage for events at the PREMISES and retain all revenue therefrom.

5.6 SALE OF ALCOHOL BEVERAGES AND WINE. The LESSEE shall be permitted to sell alcohol beverages and wine as defined in Sections 125.02 (1) and 125.02 (22) of the Wisconsin Statutes, upon obtaining the required license and complying with state law and local ordinances regarding the sale of Alcohol beverages and wine. No other concession contractor or user of the PREMISES shall be permitted to sell alcohol beverages and wine without obtaining the required license and complying with state law and local ordinances regarding the sale of alcohol beverages and wine. The LESSEE acknowledges its obligation not to serve or sell alcohol beverages or wine to minors, not to permit the consumption of alcohol beverages or wine by minors, and not to permit over consumption of alcohol beverages or wine contrary to state law and local ordinances. alcohol beverages and wine may only be sold or served from 2 hours before a scheduled game or other authorized event until termination of the scheduled game or other authorized event. The LESSEE shall prohibit patrons from carrying onto the PREMISES any alcohol beverages or wine as defined in Sections 125.02 (1) and 125.02 (22) of the Wisconsin Statutes. The LESSEE shall not permit patrons to carry alcohol beverages or wine purchased at a concession outside of the area of the ballpark portion of the PREMISES which is reserved for patrons. The LESSEE shall not permit the consumption of alcohol beverages or wine within any parking area of the PREMISES or within any other parking area used by the LESSEE. Failure of the LESSEE to comply with state law and local ordinances regarding the sale of alcohol beverages or wine shall subject the LESSEE's license for the sale of alcohol beverages and wine to suspension, non-renewal, revocation or other discipline as provided by Chapter 10 of the Code of General Ordinances for the City of Kenosha.

5.7 FIREWORKS DISPLAYS. The LESSEE shall be permitted to conduct fireworks displays on the PREMISES at the conclusion of the LESSEE's scheduled baseball games. Fireworks displays shall not exceed 15 minutes in duration and fireworks salutes shall not be permitted. Fireworks displays shall not be permitted after 11:00 P.M. The LESSEE, at LESSEE's expense shall obtain all licenses, permits and approvals required to lawfully possess, use and display fireworks, including all CITY required licenses, permits and approvals, none of which are deemed granted under this Lease. The LESSEE shall comply with all federal, state and CITY laws, rules, regulations and ordinances regarding the possession, use and display of fireworks, including compliance with the CITY Noise Control ordinance and the CITY insurance requirements for fireworks displays. The LESSEE acknowledges that cell tower communications are located on the PREMISES. The LESSEE shall assume full responsibility and all liability for damage, interference or interruption of cell tower communications arising out of or in any way related to fireworks displays. The LESSEE shall indemnify and hold harmless the CITY from any claim by any person or entity for damage, interference or interruption of cell tower communications arising out of or in any way related to LESSEE's fireworks displays. Fireworks displays at any other event at the PREMISES shall only be permitted upon obtaining all required federal, state and CITY licenses, permits and approvals to lawfully possess, use and display fireworks and upon compliance with all of the provisions of this Article 5.7.

5.8 FIREWORKS INSURANCE. Any provider of fireworks displays at the PREMISES shall procure and maintain a policy of liability insurance issued by an insurance company authorized to do business in the State of Wisconsin, licensed by the Wisconsin Office of the Commissioner of Insurance and have an A.M. Best rating of A Class X or better. The policy

shall provide coverage for all services provided by the fireworks provider in any way related to the possession, use and display of fireworks in an amount not less than Five Million Dollars ($5,000,000) per occurrence. The insurance shall provide coverage for all claims, damages, suits, injuries or expenses incurred as a result of any act or omission of the fireworks provider or any employee, independent contractor or agent of the fireworks provider in any way related to the possession, use or display of fireworks, as well as any defect or problem with any fireworks supplied or displayed by the fireworks provider.

5.9 PROOF OF FIREWORKS INSURANCE. The fireworks provider prior to any fireworks display, shall furnish a Certificate of Insurance indicating compliance with this Article 5 fireworks provisions including the naming of the CITY as an "additional insured," and proof of payment of all premiums to the CITY for approval. The fireworks provider shall provide the CITY with an additional insured endorsement in a form acceptable to the CITY and the CITY's insurer certifying that the CITY is an additional insured with respect to the insurance coverage required by this Article 5. At least thirty (30) days before the expiration date of any insurance policy required by this Article 5, the fireworks provider shall deliver to the CITY a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 5 becomes due and payable, the fireworks provider shall provide satisfactory evidence of its payment to the CITY. The insurance policy shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the CITY will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. A material change shall include but is not limited to, a change in policy amount, coverage or status of the insurer. If for any reason, the insurance coverage required by this Article 5 lapses or a material change is made to the policy, the lapse or material change shall be considered a material breach of this Lease resulting in the immediate termination of any fireworks displays at the PREMISES.

5.10 INCREASED COVERAGE. The CITY in consultation with the CITY's insurer reserves the right to increase the liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the fireworks provider and the fireworks provider shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease resulting in the immediate termination of any fireworks displays at the PREMISES.

5.11 INDEMNITY, DEFENSE AND HOLD HARMLESS. The fireworks provider shall indemnify, defend and hold harmless the CITY, its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any operations, works, acts or omissions performed on the PREMISES by the fireworks provider, its officers, employees, contractors, subcontractors or agents, or resulting from the fireworks provider's failure to perform or observe any of the terms, covenants and conditions of this Lease by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the CITY, or any of its officers or employees. Upon the filing with the CITY of a claim for damages arising out of any incident(s) which the fireworks provider herein agrees to indemnify, defend and hold the CITY and others harmless, the CITY shall notify the fireworks provider of such claim, and in the event that the fireworks provider does not settle or

compromise such claim, then the fireworks provider shall undertake the legal defense of such claim both on behalf of the fireworks provider and the CITY. It is specifically agreed, however that the CITY, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the CITY or any of its officers or employees for any cause for which the fireworks provider is liable hereunder, shall be conclusive against the fireworks provider as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

5.12 LIVE MUSIC AND AMPLIFIED SOUND. The LESSEE shall be permitted to conduct live music concert events at the PREMISES which will involve the use of amplified sound. The LESSEE, at LESSEE's expense, shall obtain all licenses, permits and approvals required by the CITY to conduct live music concert events at the PREMISES. The LESSEE shall comply with all CITY ordinances applicable to the performance of live music including the performance of live music involving the use of amplified sound. The use of any amplified sound at the PREMISES regardless of the nature of the event at which amplified sound is used shall in all cases be subject to Chapter XXIII of the Code of General Ordinances for the City of Kenosha entitled "Noise Control". The LESSEE shall not admit patrons to a live music concert event in numbers exceeding the seating capacity as established by the City for such events.

5.13 TERMINATION OF EVENTS. No inning of any Northwoods League baseball game~~s~~ at the PREMISES shall be permitted to begin after 11:30 P.M. All other events at the PREMISES shall not be permitted to extend beyond 11:00 P.M.

5.14 PUBLIC SAFETY. The LESSEE shall not permit any use of the PREMISES which will create an unreasonable risk of life, personal injury or property loss or damage, or otherwise threaten or harm the public health, safety or welfare. The LESSEE shall coordinate with the CITY, including the Kenosha Police Department and Kenosha Fire Department to ensure that any use of the PREMISES adequately meets public safety requirements.

5.15 EVENT STAFFING. The LESSEE, at LESSEE's expense, shall be responsible for adequately staffing all events at the premises, including but not limited to, ushers, ticket sellers, scorekeepers, public address announcers, concession staff, security staff, field maintenance crew, parking attendants and cleaning crew. The LESSEE, at LESSEE's expense, shall provide security services at all events at the PREMISES necessary to protect patrons of the events, including any parking area outside used or controlled by the LESSEE outside the PREMISES. The LESSEE, at LESSEE's expense, shall provide traffic direction and control on Sheridan Road in the vicinity of the PREMISES for all events at the PREMISES. The LESSEE, at LESSEE's expense, shall be responsible for crowd control at all events at the PREMISES and will not admit patrons to any event in numbers exceeding the CITY approved seating capacity for the event. The LESSEE, at LESSEE's expense, shall be responsible for any additional staffing costs from any CITY agencies or departments based upon conditions of approval of any events at the PREMISES. The LESSEE acknowledges that the CITY, through the Kenosha Police Department, reserves the right to arrest and/or eject disorderly patrons from any event at the PREMISES.

ARTICLE 6 – PARKING

The LESSEE acknowledges that the existing parking facilities on the PREMISES

may be insufficient to accommodate LESSEE's use of the PREMISES. The LESSEE, at LESSEE's expense, shall provide additional off-street parking as may be required to accommodate the parking needs of patrons attending events at the PREMISES. The LESSEE acknowledges that the CITY may, from time to time, prohibit on-street parking on streets abutting and in the vicinity of the PREMISES during the time events are scheduled at the PREMISES.

ARTICLE 7 – CARE, MAINTENANCE AND REPAIR OF PREMISES

7.1 LESSEE'S RESPONSIBILITIES. The LESSEE, at LESSEE's expense, shall at all times be responsible for the care, maintenance and repair of the PREMISES, including the IMPROVEMENTS thereon, whether preexisting or placed on the PREMISES by the LESSEE or the CITY, whether such work be ordinary, extraordinary, structural or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The LESSEE, at LESSEE's expense, shall at all times:

a. Keep the PREMISES, the IMPROVEMENTS and any personal property thereon, in a clean, neat and sanitary condition, free and clear of litter and debris.

b. Maintain the PREMISES and the IMPROVEMENTS and perform all repair work in accordance with applicable federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required. Maintenance of the PREMISES and the IMPROVEMENTS shall include but not be limited to the playing field, grandstands, bleachers and any other seating areas, dugouts, locker rooms, restrooms, clubhouse, office, press box, concession stands, outfield wall fences, playing field lights, scoreboard, public address system, public areas, parking area lighting, and all equipment, materials and supplies needed for same.

c. Maintain the playing field, including but not limited to, mowing, landscaping, fertilization, sodding, seeding, turf repair, infield mix, warning track, irrigation, dragging and lining the field for all games, and all equipment, materials and supplies needed for same.

d. Supply all equipment related to playing field use including all bases, batting cage, pitcher's screen and if needed an infield tarp.

e. Maintain and repair all utility, mechanical, electrical and other systems and equipment placed upon the PREMISES.

7.2 TIME REQUIREMENTS FOR REPAIRS. The LESSEE shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the PREMISES, including the IMPROVEMENTS, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the PREMISES, including the IMPROVEMENTS. As used herein, minor damage shall be damage to the PREMISES or the IMPROVEMENTS which would cost Five Hundred Dollars ($500.00) or less to repair, and major damage shall be damage to the PREMISES or the IMPROVEMENTS which would cost in excess of Five Hundred Dollars ($500.00) to repair. The LESSEE, for good cause, may request from the CITY an extension of time to complete repairs. Notwithstanding the above, emergency repairs shall be conducted by the LESSEE as soon as possible when required to preserve the PREMISES or the IMPROVEMENTS.

7.3 LESSEE'S FAILURE TO MAINTAIN. In the event the LESSEE fails to care for, maintain and repair the PREMISES or the IMPROVEMENTS within thirty (30) days following the receipt of written notice from the CITY describing the failure to care for, maintain

and repair and any demand for curative action, or in the event the LESSEE, upon commencement of curative action, fails to diligently continue to complete the curative action required by the CITY, the CITY may, at its option, and in addition to any remedies otherwise available to it, enter the PREMISES or the IMPROVEMENTS without such entering causing or constituting a cancellation of this Lease or an interference with the LESSEE'S possession, and care for, maintain or repair all or any part of the PREMISES or the IMPROVEMENTS which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the LESSEE shall pay the CITY, upon written demand, all sums incurred by the CITY to care for, maintain or repair the PREMISES or the IMPROVEMENTS together with interest at the rate of eighteen percent (18%) per year from the date of the CITY'S written demand for payment until paid. The LESSEE'S failure to pay the CITY, upon written demand, all sums incurred by the CITY plus interest pursuant to this Article 7.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22. Furthermore, should the CITY undertake any work hereunder, the LESSEE waives any claims for damages, consequential or otherwise, against the CITY as a result therefrom, except claims for damages arising from the CITY'S negligence. The foregoing shall in no way affect or alter the continuing obligations of the LESSEE as set forth in this Lease and shall not impose or be construed to impose upon the CITY any obligation to care for, maintain or repair the PREMISES or the IMPROVEMENTS.

ARTICLE 8 – ACCESS TO PREMISES

The LESSEE agrees to and shall permit the CITY, the County of Kenosha, the State of Wisconsin, and the United States Government to send their representatives and employees onto the PREMISES and any IMPROVEMENTS thereon, for the purpose of an inspection thereof. In non-emergency situations, the LESSEE shall be provided with reasonable advance notice of an inspection if the LESSEE is available to receive such notice.

ARTICLE 9 – EASEMENTS, GROUND LEASES AND RESERVATIONS BY THE CITY

9.1 EASEMENT BETWEEN KENOSHA ACHIEVEMENT CENTER AND CITY. The LESSEE acknowledges that this Lease is subject to an easement between the Kenosha Achievement Center and the CITY recorded with the Kenosha County Register of Deeds on November 3, 1986 in Records Volume 1244 Pages 275-276 as document Number 765322. The LESSEE acknowledges that the LESSEE has been provided a copy of the Kenosha Achievement Center easement. The LESSEE acknowledges that the easement permits the CITY to construct and maintain a road to permit vehicular traffic access to the PREMISES as generally shown on attached Exhibit D. During the term of this Lease, the LESSEE shall have the non-exclusive right to use the easement to permit vehicular traffic access to the PREMISES. The LESSEE shall not use the easement in any manner contrary to the terms of the easement or which would jeopardize or threaten the loss of the easement from the Kenosha Achievement Center. During the term of this Lease, the LESSEE, at LESSEE's expense, shall be responsible to maintain the easement to permit vehicular traffic access to the PREMISES. Failure of the LESSEE to comply with the provisions of this article 9.1 shall, at the CITY's option, result in immediate termination of the LESSEE's right to use the easement.

9.2 EASEMENT BETWEEN AMERITECH AND CITY. The LESSEE acknowledges that this Lease is subject to an exclusive easement for a communication vault

between Ameritech and the CITY dated December 23, 1998. The LESSEE acknowledges that the LESSEE had been provided a copy of the Ameritech easement. During the term of this Lease, the LESSEE shall not be permitted use of the easement without the consent of Ameritech. The LESSEE shall not interfere in any matter with the easement area described in the easement. The LESSEE shall not be entitled to any existing or future revenues payable to the CITY pursuant to the easement. The easement area is generally shown on attached Exhibit D.

9.3 GROUND LEASE BETWEEN CITY AND UNITED STATES CELLULAR OPERATING COMPANY OF KENOSHA. The LESSEE acknowledges that this Lease is subject to a ground lease and easement between the CITY and United States Cellular Operating Company of Kenosha, dated July 11, 2005 generally referred to the Simmons Field Ground Lease (Site No: 777331). The LESSEE acknowledges that the LESSEE has been provided a copy of the ground lease and easement for Site No. 777331. The LESSEE shall have no right to the use or enjoyment of the leasehold parcel and easement parcel which are collectively referred to as the "Premises" in the ground lease. The LESSEE shall not interfere in any manner with the "Premises" or the use of the "Premises" described in the ground lease. The LESSEE shall not be entitled to any existing or future revenues payable to the CITY pursuant to the ground lease. The leasehold parcel and easement parcel are generally shown on attached Exhibit D.

9.4 SITE LEASE BETWEEN CITY AND DENALI SPECTRUM OPERATIONS, LLC. The LESSEE acknowledges that this Lease is subject to a site lease and easement between the CITY and Denali Spectrum Operations, LLC dated by the parties on August 15, 2008 and August 19, 2008 respectively. The LESSEE acknowledges that the LESSEE has been provided a copy of the site lease and easement. The LESSEE shall have no right to the use or enjoyment of the "Premises" referred to in the site lease. The LESSEE shall not interfere in any manner with the "Premises" or the permitted use of the "Premises" described in the site lease. The LESSEE shall not be entitled to any existing or future revenues payable to the CITY pursuant to the site lease.

9.5 GROUND LEASE AND EASEMENT RESERVATION BY CITY. The CITY reserves the right to enter into future ground leases and easements for cell tower and antennae use on the PREMISES together with access easements relating thereto. The CITY shall retain all existing and future revenues from any such ground leases and easements.

ARTICLE 10 – GOVERNMENTAL REGULATIONS

10.1 The LESSEE agrees to observe and obey any and all applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the LESSEE'S officers, agents, employees, contractors, and suppliers to observe and obey the same. The CITY reserves the right to deny access to the PREMISES to the LESSEE or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

10.2 SAFETY. The LESSEE shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The LESSEE agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the PREMISES and

the IMPROVEMENTS and to require the LESSEE'S officers, agents, employees, contractors, and suppliers to obey the same. The CITY reserves the right to deny access to the PREMISES to the LESSEE or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

10.3 LICENSES, CERTIFICATES AND PERMITS. The LESSEE, at LESSEE'S expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the CITY, having jurisdiction over the PREMISES, the IMPROVEMENTS, or the LESSEE'S operations at the PREMISES.

10.4 TAXES AND FEES. The LESSEE shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the PREMISES, the IMPROVEMENTS, or the LESSEE'S operations hereunder, and shall make all applications, reports and returns required in connection therewith. The LESSEE shall pay when due all stormwater management fees imposed on the PREMISES.

ARTICLE 11 – UTILITIES

The LESSEE shall pay for all utilities furnished to the PREMISES including, but not limited to, electric, gas, telephone, cable television, satellite, internet, sanitary sewer and water service. Unless otherwise required by WE Energy, the CITY requires all new utility pipes, wires and conduits to be underground. The LESSEE will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to and within the PREMISES. The LESSEE shall allow the providers of all utilities reasonable access to and within the boundaries of the PREMISES for the installation of utility service.

ARTICLE 12 - SIGNS

12.1 REGULATORY SIGNS. The LESSEE shall permit the CITY, at CITY's expense, to place such regulatory signs on the PREMISES and the IMPROVEMENTS as the CITY shall deem appropriate.

12.2 OTHER SIGNS. The LESSEE, at LESSEE's expense, shall be permitted to place signs on the PREMISES. The LESSEE, shall comply with all CITY ordinances regarding signs including Chapter XV of the Code of General Ordinances for the City of Kenosha entitled "Signs" as may be amended, repealed or recreated from time to time during the term of this Lease. The LESSEE agrees that all advertising signs shall comply with all federal, state and local laws and regulations with respect to the advertising matter to be displayed. The LESSEE shall indemnify and hold the CITY, its officers, officials and employees, harmless from any suits, claims, damages, costs, expenses or attorney fees arising in connection with false, defamatory, obscene or otherwise unlawful advertising material which advertising has been sold, ordered, posted or approved by the LESSEE or any other user of the PREMISES permitted by the LESSEE. The LESSEE agrees that all rights of advertisers shall end with the termination of this Lease and that this termination provision shall be contained in all agreements between the LESSEE and advertisers and between any other user of the PREMISES permitted by the LESSEE and their advertisers.

12.3 REMOVAL OF SIGNS. Upon termination of this Lease, the LESSEE shall remove all signs from the PREMISES and the IMPROVEMENTS in compliance with all CITY ordinances and shall restore the PREMISES and the IMPROVEMENTS to their original condition.

ARTICLE 13 - SANITATION

The LESSEE shall provide adequate and appropriate containers including dumpsters, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup and disposal thereof, at LESSEE'S expense. The LESSEE shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the PREMISES. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the PREMISES, outside of a fully enclosed building or structure, is strictly prohibited.

ARTICLE 14 - QUIET ENJOYMENT

The CITY covenants and agrees, so long as the LESSEE shall duly and punctually perform and observe all the terms and conditions of this Lease, that the LESSEE shall peaceably and quietly have, hold and enjoy the PREMISES, subject to the right of the CITY to use and inspect the PREMISES, subject to the easements, ground leases and reservations by the CITY, and subject to the right of the CITY to exercise any other rights provided and reserved to the CITY pursuant to this Lease.

ARTICLE 15 - RIGHTS OF ENTRY RESERVED

The CITY, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at CITY's expense, to install future utility, mechanical, electrical and other systems, and the right to enter upon the PREMISES or the IMPROVEMENTS, at all reasonable times to make such installations as may, in the opinion of the CITY, be necessary or advisable, provided, however, that in the exercise of such rights, the CITY shall not unreasonably interfere with the use and occupancy of the PREMISES or the IMPROVEMENTS by the LESSEE. It is specifically understood and agreed that the reservation of such rights by the CITY pursuant to this Article 15 shall not impose or be construed to impose upon the CITY an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the PREMISES or the IMPROVEMENTS, nor shall the LESSEE be relieved of any of LESSEE's obligations in Article 7.

ARTICLE 16 - INTERRUPTION IN USE OR ENJOYMENT

The CITY shall not be liable to the LESSEE for money damages arising out of any interruption in the LESSEE'S use or enjoyment of the PREMISES or the IMPROVEMENTS by reason of any damage to the PREMISES or the IMPROVEMENTS, unless such damage is the result of an action by a CITY employee or agent performing a duty or task for the CITY, and, in that event, the CITY shall be liable only for the costs of repair or reconstruction.

ARTICLE 17 - NATURAL DISASTER

The LESSEE'S obligations during the term of this Lease shall neither abate nor be suspended by virtue of any damage to the PREMISES or the IMPROVEMENTS resulting from any natural disaster.

ARTICLE 18 – LIABILITY INSURANCE

18.1 INSURANCE REQUIRED. The LESSEE shall procure and maintain during the TERM of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin, licensed by the Wisconsin Office of the Commissioner of Insurance, and have an A.M. Best rating of A Class X or better.

18.2 PROOF OF INSURANCE. The LESSEE, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 18 including the naming of the CITY as an "additional insured", and proof of payment of all premiums to the CITY for approval. The LESSEE shall provide the CITY with an additional insured endorsement certifying that the CITY is an additional insured with respect to the insurance coverages required by this Article 18. At least thirty (30) days before the expiration date of any insurance policy required by this Article 18, the LESSEE shall deliver to the CITY a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 18 becomes due and payable, the LESSEE shall provide satisfactory evidence of its payment to the CITY. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the CITY will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 18 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22 of this Lease.

18.3 INCREASED COVERAGE. The CITY in consultation with the CITY's insurer reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the LESSEE and the LESSEE shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22 of this Lease.

18.4 FAILURE TO MAINTAIN INSURANCE. In the event the LESSEE fails to furnish, deliver and maintain the insurance coverage as required in this Article 18, the CITY in addition to any other remedies available to it, may obtain such insurance coverage and charge the LESSEE for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the LESSEE to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22. The failure of the LESSEE to obtain and maintain the insurance required by this Article 18 shall not relieve the LESSEE from any liability under this Lease. The insurance requirements of this Article 18 shall not be construed to conflict with the obligations of the LESSEE in Article 20.

18.5 REQUIRED MINIMUM COVERAGE. The following minimum insurance coverages must be in effect and continue in effect during the **TERM** of this Lease:

A. Commercial General Liability
$1,000,000 Each Occurrence
$2,000,000 General Aggregate
or
$2,000,000 Combined Single Limit (each accident)
having the following coverages:
Premises
Contractual Liability
Products and Completed Operations
Death and Personal Injury

B. Automobile Liability (any auto)
$1,000,000 Bodily Injury (per person)
$2,000,000 Bodily Injury (per accident)
$500,000 Property Damage (per accident)

C. Liquor Liability
$1,000,000 Each Occurrence
$2,000,000 General Aggregate
or
$2,000,000 Combined Single Limit (each accident)

D. Worker's Compensation
Statutory Limits
$100,000 Each Accident
$100,000 Disease, Each Employee
$500,000 Disease, Policy Limit

E. Umbrella Liability
$4,000,000 Each Occurrence
$4,000,000 General Aggregate
Umbrella liability coverage to be at least as broad as the underlying Commercial General Liability, Automobile Liability, Liquor Liability, Fireworks Liability, Statutory Liability and Employers Liability coverages.

ARTICLE 19 - INSURANCE OF IMPROVEMENTS

19.1 INSURANCE REQUIRED. The LESSEE shall procure and maintain during the TERM of this Lease insurance protection on all IMPROVEMENTS on the PREMISES to the extent of one hundred (100%) percent of the insurable replacement value of the IMPROVEMENTS. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance and have an A.M. Best rating of A Class X or better.

19.2 PROOF OF INSURANCE. The LESSEE, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 19 and proof of payment of all premiums to the CITY for approval. At least thirty (30) days before the expiration date of any insurance policy required by this Article 19, the LESSEE shall deliver to the CITY a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 19 becomes due and payable, the LESSEE shall provide satisfactory evidence of the premium payment to the CITY. If for any reason the insurance coverage required by this Article 19 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22 of this Lease.

19.3 FAILURE TO MAINTAIN INSURANCE. In the event the LESSEE fails to furnish, deliver and maintain the insurance coverage as required in this Article 19, the CITY, in addition to any other remedies available to it, may obtain such insurance coverage and charge the LESSEE for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the LESSEE to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22 of this Lease. The failure of the LESSEE to obtain and maintain the insurance required by this Article 19 shall not relieve the LESSEE from any liability under this Lease. The insurance requirements of this Article 19 shall not be construed to conflict with the obligations of the LESSEE in Article 20.

19.4 DAMAGE ELECTION BY LESSEE. Should any IMPROVEMENTS on the PREMISES, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the LESSEE shall have the election of repairing or reconstructing the IMPROVEMENTS substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the CITY, or not to repair or reconstruct the IMPROVEMENTS. The LESSEE shall notify the CITY of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

19.5 LESSEE'S OBLIGATIONS. In the event of damage or destruction to IMPROVEMENTS on the PREMISES, the CITY shall have no obligation to repair, replace or rebuild the IMPROVEMENTS or any fixtures, equipment or other personal property installed by the LESSEE on the PREMISES pursuant to this Lease. Nothing contained herein shall be deemed to release the LESSEE from any of the LESSEE'S repair, maintenance or rebuilding obligations under this Lease.

19.6 RESTORATION OF PREMISES. In the event the LESSEE elects not to repair, replace or rebuild the damaged IMPROVEMENTS, the LESSEE shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the LESSEE'S and the CITY'S unaccrued obligations hereunder shall cease. If the LESSEE does not elect to repair, replace or rebuild the damaged IMPROVEMENTS within the above referenced one hundred twenty (120) day period of time, the LESSEE shall be deemed to have elected not to repair, replace or rebuild the damaged IMPROVEMENTS, and if the damage is as a result of any operations, works, acts or omissions performed on the PREMISES or the IMPROVEMENTS by the LESSEE, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the LESSEE's failure to perform or observe any of the

terms, covenants and conditions of this Lease, then the CITY may elect to restore the PREMISES and the IMPROVEMENTS to their original condition at the cost and expense of the LESSEE, whereupon this Lease shall be deemed terminated. If the LESSEE does not elect to repair, replace or rebuild the damaged IMPROVEMENTS within the above referenced one hundred twenty (120) day period of time, the LESSEE shall be deemed to have elected not to repair, replace or rebuild the damaged IMPROVEMENTS, and if the damage is other than as a result of the events described in the preceding sentence, then the CITY may elect to restore the PREMISES and IMPROVEMENTS to their original condition at the cost and expense of the CITY, whereupon this Lease shall be deemed terminated.

ARTICLE 20 – INDEMNITY, DEFENSE AND HOLD HARMLESS

The LESSEE does hereby agree that it will, at all times, during the TERM of this Lease, indemnify, defend and hold harmless the CITY, its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the PREMISES, the IMPROVEMENTS, or as a result of any operations, works, acts or omissions performed on the PREMISES, the IMPROVEMENTS by the LESSEE, its officers, employees, contractors, subcontractors, independent contractors, agents, invitees or permitted users, or resulting from the LESSEE'S failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the PREMISES or the IMPROVEMENTS thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the CITY, or any of its officers or employees. Upon the filing with the CITY of a claim for damages arising out of any incident(s) which the LESSEE herein agrees to indemnify, defend and hold the CITY and others harmless, the CITY shall notify the LESSEE of such claim, and in the event that the LESSEE does not settle or compromise such claim, then the LESSEE shall undertake the legal defense of such claim both on behalf of the LESSEE and the CITY. It is specifically agreed, however that the CITY, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the CITY or any of its officers or employees for any cause for which the LESSEE is liable hereunder, shall be conclusive against the LESSEE as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

ARTICLE 21 - ASSIGNMENT/SUBLEASE

With the prior written approval of the CITY, which approval shall not be unreasonably withheld, the LESSEE may assign or sublease all or a portion of this Lease. No other assignment or sublease is permitted without the prior written consent of the CITY. Any unauthorized assignment or sublease shall render this Lease null and void. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the LESSEE of any of its obligations hereunder in the event of breach or default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the LESSEE under this Lease.

ARTICLE 22 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the LESSEE to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 22, the LESSEE shall have twenty (20) days following its receipt of written notice from the CITY to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 22, the LESSEE shall have thirty (30) days following its receipt of written notice from the CITY to cure any other breach of the terms and conditions of this Lease to the satisfaction of the CITY. In the event the LESSEE fails to cure any breach within the time provided, the CITY, in addition to all other rights and remedies available to the CITY at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the PREMISES, remove all persons and property and operate the concessions, and the CITY shall not be liable for damages or otherwise by reason of such re-entry. The CITY shall be entitled to collect from the LESSEE all attorneys fees and expenses incurred by the CITY in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the CITY.

ARTICLE 23 – SURRENDER OF PREMISES

Upon the termination of this Lease for any reason, the LESSEE shall remove the LESSEE's personal property and the personal property of any other person claiming under the LESSEE and shall surrender the PREMISES and the IMPROVEMENTS to the CITY in as good order and condition as the PREMISES and IMPROVEMENTS are at the commencement of this Lease or as the PREMISES and IMPROVEMENTS may be improved by the CITY and the LESSEE, reasonable use and wear excepted. Personal property not removed by the LESSEE at the termination of this Lease shall be considered abandoned and the CITY may dispose of it as the CITY deems expedient. The LESSEE shall be responsible for reimbursing the CITY for all expenses incurred by the CITY in removing and disposing of the personal property together with all expenses incurred by the CITY for repairing any damage to the PREMISES and the IMPROVEMENTS upon LESSEE's surrender of the PREMISES.

ARTICLE 24 - EFFECT OF BANKRUPTCY OR INSOLVENCY

24.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE. Neither this Lease, nor any interest of the LESSEE hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

24.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 24.1, the LESSEE agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the LESSEE and if against the LESSEE, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the LESSEE is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the LESSEE is a party, with authority to take possession or control of the PREMISES or the IMPROVEMENTS of the

business conducted thereon by the LESSEE, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Article 24.1 shall be deemed to constitute a breach of this Lease by the LESSEE and shall, at the election of the CITY, but not otherwise, without notice or entry or other action of the CITY terminate this Lease and also all rights of the LESSEE under this Lease in and to the PREMISES and the IMPROVEMENT**S** and also all rights of any and all persons and parties claiming under the LESSEE.

ARTICLE 25 – NONDISCRIMINATION

The LESSEE agrees that no person shall be subjected to discrimination in the use of the PREMISES or the IMPROVEMENTS contrary to federal, state or local law, rule or regulation.

ARTICLE 26 – CONTRACTORS

Contractors of the LESSEE shall comply with all applicable federal, state and local laws, rules and regulations applicable to the PREMISES and the IMPROVEMENTS.

ARTICLE 27 - BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 28 – INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 29 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 30 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the **CITY** or the **LESSEE** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the **CITY**.

ARTICLE 31 - TIME IS OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 32 - NOTICE

Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the **LESSEE** or the **CITY** as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to **LESSEE:**	BASEBALL LIKE IT OUGHTA BE, LLC Attn: Vern Stenman, President 2920 N. Sherman Avenue Madison, Wisconsin 53704
	NORTHWOODS, LEAGUE, INC. Attn: Richard R. Radatz, Jr., President 2900 4th Street SW Rochester, Minnesota 55902
If to **CITY:**	City Clerk/Treasurer City of Kenosha Municipal Building 625 52nd Street, Room 105 Kenosha, Wisconsin 53140
With copies to:	Office of the City Attorney City of Kenosha Municipal Building 625 52nd Street, Room 201 Kenosha, Wisconsin 53140
	Director of Public Works City of Kenosha Municipal Building 625 52nd Street, Room 305 Kenosha, Wisconsin 53140

ARTICLE 33 – AUTHORITY

The CITY enters into this Lease by authorization of action taken by the Board of Park Commissioners on the _____ day of _____ , 2012, and by action taken by the Common Council on the _____ day of _____, 2012. This Lease is expressly conditioned upon the execution of such documents deemed necessary by the CITY to terminate the existing Lease for the PREMISES with Kenosha Unified School District No. 1 and the existing Sublease for the PREMISES between Kenosha Unified School District No. 1 and the Kenosha Post No. 21 of the American Legion. The LESSEE represents to the CITY that the LESSEE is a Wisconsin limited liability company in good standing and a Florida corporation in good standing and that all acts

which are a condition precedent entering into this Lease on behalf of Baseball Like It Oughta Be, LLC and Northwoods League, Inc. have timely taken place.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)
(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

THE BOARD OF PARK COMMISSIONERS
OF THE CITY OF KENOSHA
a Municipal Park Commission

BY:_____
MICHAEL J. ORTH, Chairperson,

Date:_____

BY:_____
MICHAEL M. LEMENS,
Director of Public Works

Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2012, **MICHAEL J. ORTH, Chairperson** of the **Board of Park Commissioners of the City of Kenosha** and **MICHAEL M. LEMENS, Director of Public Works** of the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be such Chairperson and Director of Public Works, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said City, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY:_____
KEITH G. BOSMAN, Mayor,
Date:_____

BY:_____
DEBRA SALAS
City Clerk/Treasurer
Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2012, **KEITH G. BOSMAN, Mayor,** and **DEBRA SALAS, City Clerk/Treasurer** of the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

_____
Notary Public, Kenosha County, WI.
My Commission expires/is:_____

BASEBALL LIKE IT OUGHTA BE, LLC
A Wisconsin Limited Liability Company

BY:_____
STEVEN W. SCHMITT, Member

Date:_____

STATE OF WISCONSIN)
:SS.
DANE COUNTY)

Personally came before me this _____ day of _____, 2012, **STEVEN W. SCHMITT**, to me known to be a Member of **BASEBALL LIKE IT OUGHTA BE, LLC** and acknowledged to me that he executed the foregoing instrument as the Agreement of said limited liability company, by its authority.

_____
Notary Public, Dane County, WI.
My Commission expires/is:_____

NORTHWOODS LEAGUE, INC.
a Florida Corporation

BY:_____
RICHARD R. RADATZ, JR., President

Date:_____

STATE OF MINNESOTA)
:SS.
OLMSTED COUNTY)

Personally came before me this _____ day of _____, 2012, RICHARD R. RADATZ, JR., President, of the Northwoods League, Inc. to me known to be such President and acknowledged that he executed the foregoing instrument as such officer as the Agreement of said corporation, by its authority.

_____
Notary Public, Olmsted County, MN
My Commission expires/is:_____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

EXHIBIT A

Legal Description
For Simmons Athletic Field

Kenosha County Tax Parcel 06-123-07-154-001

All of the land, excepting street right-of-way, contained in a Warranty Deed from Simmons Company to The City of Kenosha, recorded in Volume 301, Page 380-385, Document 295189 on May 8, 1947 with the Kenosha County Register of Deeds Office and being described therein as:

"Part of the northeast quarter of section number seven (7), in town number one (1) north, of range number twenty-three (23) east of the fourth principal meridian, and particularly described as follows, to wit: Commence at the point on the east line of Sheridan Road (so-called), which is one thousand twenty-five (1025) feet north of the south line of said quarter section, and which point is also the southwest corner of the parcel of land conveyed to the party of the first part herein by deed of conveyance recorded in the office of the register of deeds for Kenosha county, Wisconsin, in volume 93 of Deeds, on page 84; thence east, parallel with the south line of said quarter section five hundred twenty (520) feet; thence north parallel with the east line of Sheridan Road four hundred fifty (450) feet; thence west parallel with the south line of said quarter section to the east line of Sheridan Road and to a point which is four hundred fifty (450) feet north of the place of beginning; thence south along the east line of Sheridan Road four hundred fifty (450) feet to the point of beginning, and lying and being in the city of Kenosha, county of Kenosha and state of Wisconsin."

ALSO;

All of the land, excepting street right-of-way, contained in a Warranty Deed from Charles A. Lepp, Trustee to The City of Kenosha, recorded in Volume 494, Page 212-213, Document 397259 on October 3, 1958 with the Kenosha County Register of Deeds Office and being described therein as:

"Part of the Northeast Quarter of Section Seven (7), Town One (1) North, Range Twenty-three (23) East of the Fourth Principal Meridian, and more particularly described as follows: Beginning at a point on the West line of said Quarter Section which point is 1475.00 feet North, as measured along and upon said West line, of the South line of said Quarter Section; thence North, along and upon said West line of said Northeast Quarter Section, 40.02 feet; thence South 88° - 02' East, 637.29 feet; thence South 10° - 25' East, 501.40 feet along and upon the West line of the Chicago and North Western Railway Company Right-of-Way; thence North 88° - 02' West, 208.00 feet; thence North 450.00 feet; thence North 88° - 02' West, 520.00 feet and to the point of beginning, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin."

The above all being subject to easements and restrictions of record.

EXHIBIT B

BASEBALL LIKE IT OUGHTA BE FUNDED PROJECTS	
Simmons Field Improvements	
Project:	**Cost:**
Phase 1	
Demolition	$25,000
Concession Stand Upgrades	$24,860
Merchandise Stand buildout in clubhouse bldg	$13,465
Office building/ ticket booth exterior updates	$8,250
Netting reconstruction	$5,000
Stain stamped concrete brick wall	$5,000
Install & provide 4 top tables	$18,700
Grandstand (seat install, aesthetic work, sandblasting, etc)	$61,687
Design costs	$15,000
Phase 1 total:	$176,962
Phase 2 (by May 1 2014)	
Outfield fence - cover with plywood	$10,000
Field Updating and Maintenance	$10,000
Scoreboard	$10,000
Painting	$8,250
Concessions Updgrades	$35,140
Total Cost:	**$250,352**

EXHIBIT C

CITY OF KENOSHA FUNDED PROJECTS - $750,000 Budget Simmons Field Improvements
Project:
Phase 1
Purchase 1,880 Camden Yards Stadium Seats
30" tall stamped concrete field perimeter fence
30" tall vinyl coated chain link field perimeter fence
2 New Dugouts
Four top table seating surface - two tiers & site concrete work
Stadium Light Upgrade/repair
Phase 2
New Grandstands - 1b & 3b side concrete bleachers - 1,400 seats
Site Concrete/install red brick pavers for walkways
Main Entrance
Back Entrance
1B exterior fence
3b side exterior fence
Contingency Items:
To be executed if the entire $750,000 budget isn't spent on above items.
Right field berm
Design Costs
Cupholders
Landscaping work
Digital Secondary Scoreboard

City of Kenosha

EXHIBIT D

Vicinity Map
Simmons Athletic Field

Property Boundary

Ameritech Easement Area

Kenosha Achievement Center Easement Area

U.S. Cellular Easement Area

NORTH

0 200'

DCD ~ City Plan Division ~ JBL ~ SKB ~ 9/13/06 ~ mc