

ORIGINAL COPY

103518

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of this 12th day of August, 1994 by and between OSCAR MAYER FOODS CORPORATION, a Delaware corporation, with its principal place of business at 910 Mayer Avenue, Madison, Wisconsin 53704 (the "Lessor"), and EAST MADISON LITTLE LEAGUE, INC., with its principal place of business at P.O. Box 3321, Madison, Wisconsin 53704 (the "Lessee").

WITNESSETH:

WHEREAS, Lessor owns real property situated in the City of Madison, County of Dane, State of Wisconsin, shown on Attachment A (hereinafter referred to as the "Property") and more accurately described as follows:

2401 Aberg Avenue

Section 31, T8N, R10E, part SE 1/4 and part Outlot 2 Woodland and part vac Mackin St description as follows, Beginning at Northeast corner lot 8 Block 5, 1st Addition to John W. Tilton Subdivision, thence West 1011.65 ft. to Northwest corner lot 1, Block 4 subdivision plat, thence North 289.1 feet, thence West 146.9 feet to Ely ROW in Packers Avenue, thence Northerly and Northeasterly along Ely ROW in Packers Avenue to intersections Ely ROW in Packers Avenue and Southwesterly ROW in Aberg Avenue, thence Southeasterly along Southwesterly ROW in Aberg Avenue to a point 20 feet North of point of beginning, thence South 20 feet to point of beginning, City of Madison, Dane County, Wisconsin.

2249-53 Roth Street

Lots 8, 9, 10 Block 3, Woodland, City of Madison, Dane County, Wisconsin.

WHEREAS, Lessee desires to lease the Property for the purpose of improving the Property, at its sole expense, for use as a little league athletic field,

WHEREAS, Lessor desires to lease the Property to Lessee for use as a little league athletic field,

WHEREAS, Lessor and Lessee wish to enter into this Lease for the use of the Property for a period of twenty (20) years ("Initial Term"), with one automatic renewal of twenty (20) years,

NOW THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Lease, and the respective covenants and conditions herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by the parties, Lessor and Lessee hereby agree as follows:

1. Lessee shall develop Property into a little league athletic field (the "Field") within four (4) years from the commencement of this Lease. Any and all design and construction plans for the Field are to be approved by Lessor prior to the commencement of any work on the Field.
2. Lessor grants to Lessee unrestricted access to the Property on a twenty-four (24) hour a day basis. Notwithstanding the foregoing, the Lessor, at all times, shall have such reasonable access, ingress and egress over the Property as it deems necessary in connection with the operation of its business or its ownership of the Property; provided that such access does not unreasonably interfere with the use of the Property by Lessee.
3. Lessee has examined, knows the condition of said Property and accepts the same as it now is and agrees that no representations as to the condition of the Property have been made by the Lessor or its attorneys prior to or at the execution of this Lease that are not herein expressed or endorsed hereon.
4. Lessee shall name the Field "Oscar Mayer Field" and, upon completion of the Field, post signage agreeable to Lessor that prominently displays the name "Oscar Mayer Field" along Highway 113 and along the Connector.
5. Lessee shall not allow products competitive to Lessor's, or those of companies affiliated with Lessor, to be sold or featured on the Property.
6. The term of this Lease shall commence upon Lessor's and Lessee's execution of this Lease and shall continue for a period of twenty (20) years thereafter. In the event neither party delivers notice of nonrenewal prior to the expiration of the Initial Term or on the day the Initial Term expires, this Lease shall automatically renew for an additional period of twenty (20) years upon the same terms, conditions and provisions unless the Lease is terminated in accordance with the procedure set forth herein. Upon the termination or expiration of this Lease, the Property shall be left in its improved condition,

ordinary wear and tear excepted.

7. Lessor may terminate this lease early by giving not less than eighteen (18) months prior written notice to the Lessee, whereupon this Lease shall terminate upon the last day of said eighteen (18) month period. If Lessor exercises such right of early termination prior to the expiration of the Initial Term, Lessor agrees to pay Lessee the costs Lessee incurred in developing the Property provided Lessee supplies Lessor with written documentation evidencing such costs. Lessor shall not be liable to Lessee for any other claims or damages pursuant to such early termination. Upon termination of this Lease, the Property shall be left in its improved condition, ordinary wear and tear excepted.

8. Lessee shall pay all real estate and personal property taxes, special assessments and other costs associated with any improvements to the Property as the same become due and owing.

9. Lessee, at its sole expense, shall obtain and maintain in effect during the entire term of this Lease, with reputable insurance companies acceptable to the Lessor, the following insurance policies: (a) comprehensive general and public liability insurance insuring the Lessee, its members, participants, the Lessor, its agents, employees, third parties and invitees against property damage, bodily injury or death in an amount of not less than \$5,000,000, which amount may be in a combination of primary and umbrella policies; and (b) fire and extended coverage, theft, malicious mischief and vandalism insurance covering all property located on the Property in an amount equal to or greater than the replacement value of such property. All insurance policies required under this Lease shall provide coverage over the referenced risks regardless of the cause, other than the negligent acts and omissions of the Lessor, its agent and employees. Lessee shall name Lessor and its parent company as additional insureds and shall furnish Lessor with certificates of insurance evidencing said insurance coverage.

10. Lessee, at its sole cost and expense, and for the term of this Lease, shall have the duty to repair and maintain the Field and the signage in good condition, ordinary wear and tear excepted.

11. The Lessor shall not be liable for any loss or damage to Lessee's property located in, on or about the Property, regardless of the cause of such loss or damage. To the fullest extent permitted by law, the Lessee hereby releases and waives all claims against the Lessor, its officers, directors, affiliates, subsidiaries, agents and employees for injury or damage to any of the Lessee's property and other property belonging to the Lessee, its agents, employees, invitees and officers,

or Lessee's business which may be sustained in, on or about the Property, caused by any reason whatsoever, except to the extent that any damage or injury is due to Lessor's gross negligence. For the purpose of this Lease, breaches in security on, and around the perimeter of the Property shall not constitute gross negligence. To the fullest extent permitted by law, the Lessee agrees to indemnify, defend and hold the Lessor, its parent(s), subsidiaries, affiliates, officers, directors, employees, successors and assigns harmless from any and all claims, costs, liabilities, damages and expenses, including reasonable attorney's fees resulting from or arising out of Lessee's use of the Property or occurring during the term of this lease including, but not limited to, claims arising by reason of: (i) injury or death to any person; (ii) damage or destruction of any of Lessee's Property; or (iii) any violation of the restriction in Section thirteen (13) below.

12. In the event Lessee is in default under the terms of this Lease, and Lessee fails to cure such default within thirty (30) days after notice of such default from Lessor to Lessee, then Lessor shall have the right, but not the obligation, to terminate this Lease by giving Lessee written notice, whereupon this Lease shall terminate in ten (10) days or such other period as may be provided by applicable law after said notice and Lessee shall vacate the Property immediately. In the event of a default by the Lessee, which is not cured as provided herein, Lessor may pursue all other rights and remedies in equity and at law. In addition, Lessee shall not have a right to pursue any claims under Section seven (7) above.

13. Lessee, its agents, employees, contractors and subcontractors shall not: (i) make any alterations or additions to the Property without the prior approval of the Lessor, which approval may be withheld for any reason whatsoever; (ii) use the Property for any purpose or perform any acts on the Property not permitted hereunder or by law; or (iii) at any time, utilize the Property in such a manner as to interfere in Lessor's business operations. Lessee, at its sole cost and expense, shall comply with all laws, codes, orders, ordinances and other public requirements affecting the Property or the use thereof including specifically all environmental, building, zoning and public health and safety laws. Lessee, or its agents, employees, invitees and guests shall not deliver, store, transport, manufacture or otherwise handle, or cause the same to be done, in connection with, to, upon or across the Property any hazardous waste or toxic material or any substances, liquids or gases which violate any laws, ordinances, rules or regulations relating to or affecting the environment or dealing with environmental matters of any kind or nature, whether imposed or enforced by any state, local or federal agency. In the event that Lessee or its agents, invitees, guests or employees violate, or cause a violation of, any of the foregoing, the Lessee, at its sole cost and expense, shall cause the immediate remediation of such substances, liquids or gases from the Property, or cure any violations or non-

conforming uses, as the case may be, and restore the Property in as good order as at the commencement of this Lease, but nothing contained herein shall obligate Lessee to remove any improvements located on the Property as permitted hereunder, unless the continued existence of such improvements will itself be the source of the violation.

14. Lessor may, from time to time, use the Field with the advance consent of League, which consent shall not be unreasonably withheld or delayed.

15. The Lessee may not assign, sublet or transfer this Lease without the prior written consent of the Lessor.

16. The covenants herein contained shall bind the parties hereto and their respective successors and assigns.

17. All notices, demands, approvals, etc. to be given hereunder shall be sufficiently given and served if served personally or if sent by certified mail return receipt requests, addressed to the parties at the addresses first above given and a copy to Oscar Mayer Foods Corporation Law Department c/o Vice President, Chief Legal Counsel.

18. If any provision of this Agreement is held invalid, unenforceable or void, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

19. The failure of any party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

20. Where the words "Lessor" and "Lessee" are used herein they shall be read as "Lessors" and "Lessees" in all cases where there is more than one lessor or lessee and with necessary grammatical changes as if duly made herein.

21. The rights and obligations of the parties herein shall be governed by and construed in accordance with the laws of the State of Wisconsin.

22. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and no modification, change or alteration shall be effective unless in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

EAST MADISON LITTLE  
LEAGUE, INC.

By Patrick Soule  
Title PRESIDENT  
Date 8/12-94

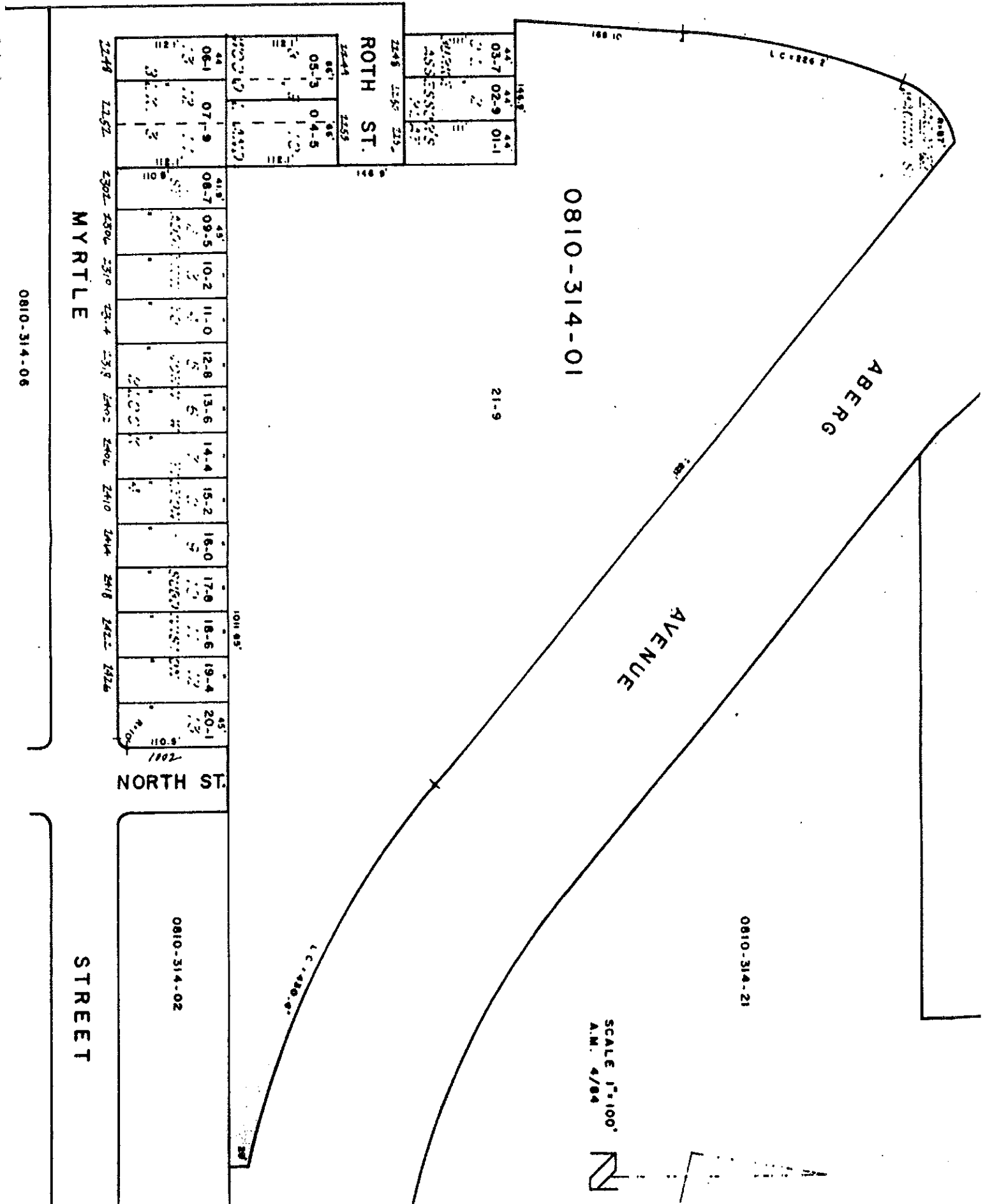
OSCAR MAYER FOODS CORPORATION

By Robert A Eckert *AMS*  
Title PRESIDENT  
Date 8/12/94

PACKERS

AVENUE

ATTACHMENT A  
PROPERTY DESCRIPTION



MYRTLE

22-48	22-52	23-01	23-04	23-07	23-10	23-13	23-16	23-19	23-22	23-25	23-28	23-31	23-34	23-37	23-40	23-43	23-46	23-49	23-52	23-55	23-58	24-01	24-04	24-07	24-10	24-13	24-16	24-19	24-22	24-25	24-28	24-31	24-34	24-37	24-40	24-43	24-46	24-49	24-52	24-55	24-58	25-01	25-04	25-07	25-10	25-13	25-16	25-19	25-22	25-25	25-28	25-31	25-34	25-37	25-40	25-43	25-46	25-49	25-52	25-55	25-58	26-01	26-04	26-07	26-10	26-13	26-16	26-19	26-22	26-25	26-28	26-31	26-34	26-37	26-40	26-43	26-46	26-49	26-52	26-55	26-58	27-01	27-04	27-07	27-10	27-13	27-16	27-19	27-22	27-25	27-28	27-31	27-34	27-37	27-40	27-43	27-46	27-49	27-52	27-55	27-58	28-01	28-04	28-07	28-10	28-13	28-16	28-19	28-22	28-25	28-28	28-31	28-34	28-37	28-40	28-43	28-46	28-49	28-52	28-55	28-58	29-01	29-04	29-07	29-10	29-13	29-16	29-19	29-22	29-25	29-28	29-31	29-34	29-37	29-40	29-43	29-46	29-49	29-52	29-55	29-58	30-01	30-04	30-07	30-10	30-13	30-16	30-19	30-22	30-25	30-28	30-31	30-34	30-37	30-40	30-43	30-46	30-49	30-52	30-55	30-58	31-01	31-04	31-07	31-10	31-13	31-16	31-19	31-22	31-25	31-28	31-31	31-34	31-37	31-40	31-43	31-46	31-49	31-52	31-55	31-58	32-01	32-04	32-07	32-10	32-13	32-16	32-19	32-22	32-25	32-28	32-31	32-34	32-37	32-40	32-43	32-46	32-49	32-52	32-55	32-58	33-01	33-04	33-07	33-10	33-13	33-16	33-19	33-22	33-25	33-28	33-31	33-34	33-37	33-40	33-43	33-46	33-49	33-52	33-55	33-58	34-01	34-04	34-07	34-10	34-13	34-16	34-19	34-22	34-25	34-28	34-31	34-34	34-37	34-40	34-43	34-46	34-49	34-52	34-55	34-58	35-01	35-04	35-07	35-10	35-13	35-16	35-19	35-22	35-25	35-28	35-31	35-34	35-37	35-40	35-43	35-46	35-49	35-52	35-55	35-58	36-01	36-04	36-07	36-10	36-13	36-16	36-19	36-22	36-25	36-28	36-31	36-34	36-37	36-40	36-43	36-46	36-49	36-52	36-55	36-58	37-01	37-04	37-07	37-10	37-13	37-16	37-19	37-22	37-25	37-28	37-31	37-34	37-37	37-40	37-43	37-46	37-49	37-52	37-55	37-58	38-01	38-04	38-07	38-10	38-13	38-16	38-19	38-22	38-25	38-28	38-31	38-34	38-37	38-40	38-43	38-46	38-49	38-52	38-55	38-58	39-01	39-04	39-07	39-10	39-13	39-16	39-19	39-22	39-25	39-28	39-31	39-34	39-37	39-40	39-43	39-46	39-49	39-52	39-55	39-58	40-01	40-04	40-07	40-10	40-13	40-16	40-19	40-22	40-25	40-28	40-31	40-34	40-37	40-40	40-43	40-46	40-49	40-52	40-55	40-58	41-01	41-04	41-07	41-10	41-13	41-16	41-19	41-22	41-25	41-28	41-31	41-34	41-37	41-40	41-43	41-46	41-49	41-52	41-55	41-58	42-01	42-04	42-07	42-10	42-13	42-16	42-19	42-22	42-25	42-28	42-31	42-34	42-37	42-40	42-43	42-46	42-49	42-52	42-55	42-58	43-01	43-04	43-07	43-10	43-13	43-16	43-19	43-22	43-25	43-28	43-31	43-34	43-37	43-40	43-43	43-46	43-49	43-52	43-55	43-58	44-01	44-04	44-07	44-10	44-13	44-16	44-19	44-22	44-25	44-28	44-31	44-34	44-37	44-40	44-43	44-46	44-49	44-52	44-55	44-58	45-01	45-04	45-07	45-10	45-13	45-16	45-19	45-22	45-25	45-28	45-31	45-34	45-37	45-40	45-43	45-46	45-49	45-52	45-55	45-58	46-01	46-04	46-07	46-10	46-13	46-16	46-19	46-22	46-25	46-28	46-31	46-34	46-37	46-40	46-43	46-46	46-49	46-52	46-55	46-58	47-01	47-04	47-07	47-10	47-13	47-16	47-19	47-22	47-25	47-28	47-31	47-34	47-37	47-40	47-43	47-46	47-49	47-52	47-55	47-58	48-01	48-04	48-07	48-10	48-13	48-16	48-19	48-22	48-25	48-28	48-31	48-34	48-37	48-40	48-43	48-46	48-49	48-52	48-55	48-58	49-01	49-04	49-07	49-10	49-13	49-16	49-19	49-22	49-25	49-28	49-31	49-34	49-37	49-40	49-43	49-46	49-49	49-52	49-55	49-58	50-01	50-04	50-07	50-10	50-13	50-16	50-19	50-22	50-25	50-28	50-31	50-34	50-37	50-40	50-43	50-46	50-49	50-52	50-55	50-58	51-01	51-04	51-07	51-10	51-13	51-16	51-19	51-22	51-25	51-28	51-31	51-34	51-37	51-40	51-43	51-46	51-49	51-52	51-55	51-58	52-01	52-04	52-07	52-10	52-13	52-16	52-19	52-22	52-25	52-28	52-31	52-34	52-37	52-40	52-43	52-46	52-49	52-52	52-55	52-58	53-01	53-04	53-07	53-10	53-13	53-16	53-19	53-22	53-25	53-28	53-31	53-34	53-37	53-40	53-43	53-46	53-49	53-52	53-55	53-58	54-01	54-04	54-07	54-10	54-13	54-16	54-19	54-22	54-25	54-28	54-31	54-34	54-37	54-40	54-43	54-46	54-49	54-52	54-55	54-58	55-01	55-04	55-07	55-10	55-13	55-16	55-19	55-22	55-25	55-28	55-31	55-34	55-37	55-40	55-43	55-46	55-49	55-52	55-55	55-58	56-01	56-04	56-07	56-10	56-13	56-16	56-19	56-22	56-25	56-28	56-31	56-34	56-37	56-40	56-43	56-46	56-49	56-52	56-55	56-58	57-01	57-04	57-07	57-10	57-13	57-16	57-19	57-22	57-25	57-28	57-31	57-34	57-37	57-40	57-43	57-46	57-49	57-52	57-55	57-58	58-01	58-04	58-07	58-10	58-13	58-16	58-19	58-22	58-25	58-28	58-31	58-34	58-37	58-40	58-43	58-46	58-49	58-52	58-55	58-58	59-01	59-04	59-07	59-10	59-13	59-16	59-19	59-22	59-25	59-28	59-31	59-34	59-37	59-40	59-43	59-46	59-49	59-52	59-55	59-58	60-01	60-04	60-07	60-10	60-13	60-16	60-19	60-22	60-25	60-28	60-31	60-34	60-37	60-40	60-43	60-46	60-49	60-52	60-55	60-58	61-01	61-04	61-07	61-10	61-13	61-16	61-19	61-22	61-25	61-28	61-31	61-34	61-37	61-40	61-43	61-46	61-49	61-52	61-55	61-58	62-01	62-04	62-07	62-10	62-13	62-16	62-19	62-22	62-25	62-28	62-31	62-34	62-37	62-40	62-43	62-46	62-49	62-52	62-55	62-58	63-01	63-04	63-07	63-10	63-13	63-16	63-19	63-22	63-25	63-28	63-31	63-34	63-37	63-40	63-43	63-46	63-49	63-52	63-55	63-58	64-01	64-04	64-07	64-10	64-13	64-16	64-19	64-22	64-25	64-28	64-31	64-34	64-37	64-40	64-43	64-46	64-49	64-52	64-55	64-58	65-01	65-04	65-07	65-10	65-13	65-16	65-19	65-22	65-25	65-28	65-31	65-34	65-37	65-40	65-43	65-46	65-49	65-52	65-55	65-58	66-01	66-04	66-07	66-10	66-13	66-16	66-19	66-22	66-25	66-28	66-31	66-34	66-37	66-40	66-43	66-46	66-49	66-52	66-55	66-58	67-01	67-04	67-07	67-10	67-13	67-16	67-19	67-22	67-25	67-28	67-31	67-34	67-37	67-40	67-43	67-46	67-49	67-52	67-55	67-58	68-01	68-04	68-07	68-10	68-13	68-16	68-19	68-22	68-25	68-28	68-31	68-34	68-37	68-40	68-43	68-46	68-49	68-52	68-55	68-58	69-01	69-04	69-07	69-10	69-13	69-16	69-19	69-22	69-25	69-28	69-31	69-34	69-37	69-40	69-43	69-46	69-49	69-52	69-55	69-58	70-01	70-04	70-07	70-10	70-13	70-16	70-19	70-22	70-25	70-28	70-31	70-34	70-37	70-40	70-43	70-46	70-49	70-52	70-55	70-58	71-01	71-04	71-07	71-10	71-13	71-16	71-19	71-22	71-25	71-28	71-31	71-34	71-37	71-40	71-43	71-46	71-49	71-52	71-55	71-58	72-01	72-04	72-07	72-10	72-13	72-16	72-19	72-22	72-25	72-28	72-31	72-34	72-37	72-40	72-43	72-46	72-49	72-52	72-55	72-58	73-01	73-04	73-07	73-10	73-13	73-16	73-19	73-22	73-25	73-28	73-31	73-34	73-37	73-40	73-43	73-46	73-49	73-52	73-55	73-58	74-01	74-04	74-07	74-10	74-13	74-16	74-19	74-22	74-25	74-28	74-31	74-34	74-37	74-40	74-43	74-46	74-49	74-52	74-55	74-58	75-01	75-04	75-07	75-10	75-13	75-16	75-19	75-22	75-25	75-28	75-31	75-34	75-37	75-40	75-43	75-46	75-49	75-52	75-55	75-58	76-01	76-04	76-07	76-10	76-13	76-16	76-19	76-22	76-25	76-28	76-31	76-34	76-37	76-40	76-43	76-46	76-49	76-52	76-55	76-58	77
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