

## LEASE

This Lease is made and entered into this 1st day of January, 2002, by and between **BLACK HILLS SPORTS, INC.**, a South Dakota corporation, hereinafter called "Lessor," and **BASEBALL PARENTS, INC.**, a South Dakota corporation, hereinafter called "Lessee," both of Rapid City, South Dakota.

### 1. PURPOSE

The purpose of this Lease agreement is to set forth the terms and conditions upon which the Lessor leases to the Lessee the following described property:

All of Lessor's interest in and to Sioux Park (Floyd Fitzgerald) Stadium located in Rapid City, South Dakota, on Canyon Lake Drive, consisting of a baseball park, grandstand facilities, bathrooms, and the lights and all other property used in connection with the operation of the same as a baseball park, except therefrom the concession stand and concession stand operation and the right to collect park advertising, including the advertising on the baseball park fences.

### 2. TERM

The term of this Lease shall be for ten (10) years, commencing January 1, 2002, and ending January 1, 2012, subject only to Lessor's obtaining a lease with the City of Rapid City, South Dakota, that includes a like period of time.

### 3. CAPITAL IMPROVEMENTS

No capital improvements over Five Hundred Dollars (\$500.00) shall be undertaken unless agreed upon by both parties.

#### 4. CONCESSION AND ADVERTISING

After the expense of operation of the concession stand and outfield fence advertising, the parties agree to divide equally the net proceeds derived from the concession stands and the sale of advertising on fence signs during the term of this Lease.

#### 5. SALE OF ADVERTISING

Each party agrees to sell Fifty Percent (50%) of the advertising for the fence signs.

#### 6. UTILITIES, MAINTENANCE, AND REPAIR

The Lessee shall pay for all utility expenses and costs associated with grounds keeping on the baseball field. All other maintenance and repair shall be divided equally between the parties.

#### 7. YIELDING UP OF THE PREMISES

At the termination of this Lease, the Lessee shall yield up the premises quietly and peaceably to the Lessor in as good a condition as the date of the execution of this Lease, reasonable wear and tear and ordinary depreciation excepted.

#### 8. DEFAULT

Lessor shall have the right to inspect the premises at any time and in the event that Lessee shall be in default of any of the obligations to be performed by it under this agreement and such default shall continue unremedied for a period of thirty (30) days, Lessor shall have the right at its option to cancel this

Lease agreement and reenter and take possession of said leased premises without forfeiting any rights under this Lease agreement.

9. MISCELLANEOUS ADDITIONAL PROVISIONS

The parties understand and agree that this Lease is specifically subject to the following additional provisions:

- (a) Lessee shall be responsible for watering and fertilizing the baseball field;
- (b) Except for the concession stand, Lessee shall be responsible for the winterization of the entire baseball park to protect the premises during the off-season;
- (c) Lessor will insure the concession stand for liability and premises damage and the scoreboard for any damage suffered. Lessee shall be responsible for all other liability insurance on the premises and Lessee shall hold Lessor harmless for any cause of action brought against Lessor or any of the Board of Directors of Lessor regarding the operation of the baseball field;
- (d) Lessee shall be entitled to all gate receipts derived from the sale of tickets and shall have additional right to sell and retain all proceeds from baseball programs, souvenirs, and promotions;
- (e) Neither party shall have any right to sublease said facility or to engage in any other endeavor upon the premises except the playing of baseball games without the written approval of both Lessor and Lessee;

(f) Lessee shall be entitled to the exclusive use of the premises each Fourth of July, together with those days immediately preceding and following, for the purposes of holding its annual Firecracker Tournament.

10. TIME IS OF THE ESSENCE

Time shall be deemed of the essence of this agreement and the parties hereto agree that this agreement shall be binding upon them, their heirs, successors, and assigns.

In witness whereof, the parties have executed this agreement on the 1st day of January, 2002.

**LESSOR:**

**BLACK HILLS SPORTS, INC.**

BY: Richard L. Stone

(SEAL)

ITS: President

**LESSEE:**

**BASEBALL PARENTS, INC.**

BY: Scott D. Ingelbun

(SEAL)

ITS: President

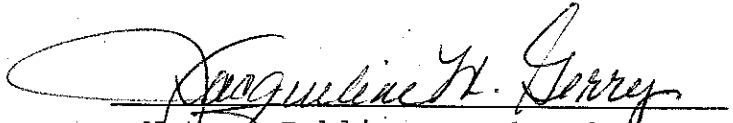
State of South Dakota:

SS

County of Pennington :

On this 1st day of January, 2002, before me, the undersigned, personally appeared RICHARD W. STONE, who acknowledged himself to be the President of Black Hills Sports, Inc., a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.

  
Notary Public, South Dakota

(SEAL)

My Commission Expires ~~July 15, 2006~~ **My Commission Expires July 15, 2006**

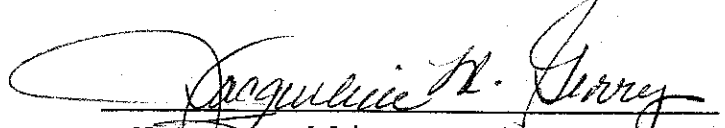
State of South Dakota:

SS

County of Pennington :

On this 1st day of January, 2002, before me, the undersigned, personally appeared SCOTT D INGALLSON, who acknowledged himself to be the President of Baseball Parents, Inc., a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.

  
Notary Public, South Dakota

(SEAL)

My Commission Expires ~~July 15, 2006~~ **My Commission Expires July 15, 2006**



GERALD STADIUM  
EXHIBIT A