

**AMENDMENT TO LEASE AGREEMENT
BETWEEN THE CITY OF RAPID CITY AND BLACK HILLS SPORTS, INC.**

WHEREAS on or about February 19, 2013 an agreement for the lease of real property (“Agreement”) was made and entered into between the City of Rapid City (“City”), a municipal organization, and Black Hills Sports, Inc. (“Lessee”), an organization organized under the laws of the State of South Dakota; and

WHEREAS, the Agreement (*attached as Exhibit 1*) provided that the Lessee shall not assign or sublease the premises unless it obtains the written consent and approval of the City; and

WHEREAS, the Lessee would like to be able to permit other individuals and entities to use its facilities on a limited basis in a way that does not compromise Lessee’s youth baseball program; and

WHEREAS, City would like to permit such use so long as adequate oversight and insurance is provided; and

WHEREAS, the parties wish to clarify Lessee’s rights and obligations with regard to others’ use of the premises; and

WHEREAS, the parties mutually desire to reduce their understandings and agreements to writing by executing this Amendment to the Agreement.

NOW THEREFORE in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Incorporation of Recitals. The aforementioned recitals are incorporated herein by reference as if more fully set forth hereinafter.

2. Assignment or Subletting. Paragraph 16 “Assignment or Subletting” shall be deleted and replaced in its entirety with the following:

A. Assignment: Lessee may only assign this Agreement under the following conditions:

1. Lessee notifies City that it is negotiating a possible assignment of the Agreement prior to execution of the assignment at the earliest reasonable time.
2. The assignment is in writing.
3. The assignment does not materially alter the use of the premises contemplated at the time the Agreement was signed, and it does not otherwise interfere with the administration of a youth baseball program or alter the youth baseball program as being open to the citizens of the City.

4. The assignment does not interfere with the administration of a youth baseball program and does not alter the youth baseball program as being open to the citizens of the City.
5. The assignment and the assignee's use of the premises complies with all Rapid City Municipal codes, including Title 17 Zoning.
6. The assignment provides that assignee agrees to purchase and maintain bodily injury and property damage insurance for each occurrence of injury or damage in the minimum amount of One Million Dollars (\$1,000,000) with participant's injury liability of at least Five Hundred Thousand Dollars (\$500,000). The City shall be named an additional insured in said policy or policies and the assignee shall furnish to the City evidence of insurance by a certificate of insurance of required coverage.
7. Notice is provided to the City within 15 days of the execution of any assignment by providing a copy of the assignment and proof of insurance to the City.

B. Sublease: Lessee may sublease the premises under the following conditions:

1. Lessee notifies City that it is negotiating a possible sublease of the premises prior to execution of the sublease at the earliest reasonable time.
2. The sublease is in writing and incorporates the Agreement.
3. The sublease does not materially alter the use of the premises contemplated at the time the Agreement was signed, and it does not otherwise interfere with the administration of a youth baseball program or alter the youth baseball program as being open to the citizens of the City.
4. The sublease and the sublessee's use of the premises complies with all Rapid City Municipal codes, including Title 17 Zoning.
5. The sublease provides that sublessee agrees to purchase and maintain bodily injury and property damage insurance for each occurrence of injury or damage in the minimum amount of One Million Dollars (\$1,000,000) with participant's injury liability of at least Five Hundred Thousand Dollars (\$500,000). The City shall be named an additional insured in said policy or policies and the sublessee shall furnish to the City evidence of insurance by a certificate of insurance of required coverage.
6. Notice is provided to the City within 15 days of the execution of any sublease by providing a copy of the sublease and proof of insurance to the City.

C. Objection to Assignment/Sublease: If City objects to Lessee's assignment of the Agreement or sublease of the premises, City will promptly notify Lessee in writing of its

