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**FIRST AMENDMENT TO OPERATIONS AND MANAGEMENT AGREEMENT
BETWEEN DOWNTOWN BUSINESS IMPROVEMENT DISTRICT BOARD AND
DOWNTOWN RAPID CITY ECONOMIC DEVELOPMENT CORPORATION**

This First Amendment to Operations and Management Agreement is entered into effective the 27th day of August, 2013, by and between the **Downtown Business Improvement District Board** (hereinafter referred to as "Board"), an instrumentality of the City of Rapid City, of 300 Sixth Street, Rapid City, South Dakota 57701; and **Downtown Rapid City Economic Development Corporation**, a South Dakota corporation, d/b/a Destination Rapid City, of 512 Main Street, Suite 100, Rapid City, South Dakota 57701 (hereinafter referred to as "Manager").

WHEREAS, the parties have entered into that certain Operations and Management Agreement dated October 19, 2010 (the "Agreement"); and

WHEREAS, it was contemplated in the Agreement that upon Main Street Square's profitability, the management fee paid by the Board to Manager would be reduced and potentially eliminated; and

WHEREAS, Manager has informed Board that it no longer requires a management fee; and


WHEREAS, the parties mutually desire to reduce their understandings and agreements to writing by executing this First 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:

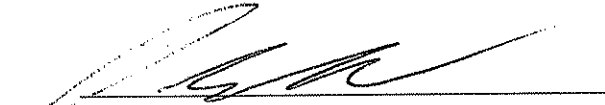
1. Incorporation of Recitals. The aforementioned recitals are incorporated herein by reference as if more fully set forth hereinafter.
2. Management Fee. Paragraph 7 "Management Fee" and Paragraph 8 "Profitability of Main Street Square" are hereby deleted from the Agreement. The parties agree that no further management fees are required to be paid to Manager by Board.
3. Balance of Agreement Terms Remain. All other terms of the Agreement shall remain unchanged, and in full force and effect. In the case of conflict of another portion of the Agreement not amended hereby with the amended sections above, the amended sections, and the intent those amended sections, shall control.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in the manner appropriate to each, to be effective as set forth herein.


**DOWNTOWN BUSINESS IMPROVEMENT
DISTRICT BOARD**

By 
Sandra Schwan, Chairman

Attest


Peter Schmid, Secretary

**DOWNTOWN RAPID CITY ECONOMIC
DEVELOPMENT CORPORATION**

By 
Dan Schifner, President