

FIRST AMENDMENT TO SUBLEASE AGREEMENT FOR MAIN STREET SQUARE

This First Amendment to Sublease Agreement is entered into effective the 1st day of January, 2016, by and between the **Downtown Business Improvement District Board** (hereinafter “Board”), an instrumentality of the City of Rapid City (“City”), a municipal corporation, 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, Rapid City, South Dakota 57701 (hereinafter “DRC”).

WHEREAS, Board leases from City certain property known as Main Street Square, by virtue of that certain Lease Agreement for Main Street Square between the City of Rapid City and the Downtown Business Improvement District Board dated September 21, 2010 (hereinafter “MSS Lease”) as amended; and

WHEREAS, Board has entered into an Operations and Management Agreement with DRC to manage and operate Main Street Square; and

WHEREAS, DRC subleases Main Street Square from Board by virtue of that certain Sublease Agreement for Main Street Square dated August 15, 2011 (hereinafter “Sublease”); and

WHEREAS, Board and City have amended the MSS Lease to address payment of utilities; and

WHEREAS, the parties mutually desire to update the Sublease to reflect the changes to the MSS Lease by executing this First Amendment.

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. Maintenance. Paragraph 12 of the Sublease captioned “Maintenance” shall be amended to read in its entirety as follows:

Maintenance. DRC agrees to provide all routine maintenance of the leased premises including but not limited to keeping all grounds, sidewalks, trees, shrubbery, buildings, equipment and all other structures in an attractive, safe, repaired condition. Board hereby assigns to DRC any assistance in may receive from City to assist with the maintenance of the leased premises.

DRC agrees to maintain said facilities to all city standards for buildings and grounds. DRC agrees to be responsible for cleaning the facilities and on a regular basis to pick up and make ready for collection all trash, debris, and waste material of every nature resulting from the use of the facility by itself or any visitors in

attendance at such facilities. DRC agrees to provide its own trash receptacles for use at the facilities. DRC further agrees to keep clean and maintain the concession and restroom facilities within the leased premises on a regular basis.

3. Utilities. Paragraph 13 of the Sublease captioned "Utilities" shall be amended to read in its entirety as follows:

Utilities. The parties acknowledge that the City has agreed to pay for water, sewer and electricity. DRC agrees to pay for all other utilities, including but not limited to, garbage, gas, telephone, cable, and internet.

4. All other terms of the Sublease shall remain unchanged. In the case of conflict of another portion of the Sublease not changed hereby with the amended sections above, the amended sections shall control.

**DOWNTOWN RAPID CITY ECONOMIC
DEVELOPMENT CORPORATION**

By _____
Dan Senftner, President

DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

By _____
Chairman, Board of Directors

Attest _____
Secretary, Board of Directors