

FIRST AMENDMENT TO LEASE AGREEMENT

The City of Rapid City (hereinafter "City"), a municipal corporation of 300 Sixth Street, Rapid City, South Dakota 57701, and the Young Men's Christian Association of Rapid City (hereinafter "YMCA"), a South Dakota nonprofit corporation, of 815 Kansas City Street, Rapid City, South Dakota 57701, hereby amend that certain Lease Agreement between the parties dated November 7, 2005. For and in consideration of improvements contemplated and expected to be made to the leased premises by YMCA, the City and YMCA agree to amend the Lease Agreement as follows:

1. Section 2 ADDITIONAL EQUIPMENT shall be amended to read in its entirety as follows:

In addition to the above described real estate, the City agrees to allow the YMCA to use the following equipment at no additional charge:

- 1 Jacobsen 22" Push Mower
- 1 Weed Trimmer
- 1 Par Aid Hole Cutter
- All golf flags and golf cups used on the course that are property of the City.

The YMCA shall have the right to use this equipment throughout the term of this lease. YMCA agrees to maintain all equipment in an operable condition. In the event any of the equipment listed in this agreement is deemed by the YMCA and the City to be no longer usable the equipment will be returned to the City. All future equipment shall be purchased at the sole discretion of the YMCA and shall be the property of the YMCA.

2. Section 3 THE TERM shall be amended to read in its entirety as follows:

This Lease shall commence upon signing by both parties and shall expire on December 31, 2016, unless earlier terminated according to the provisions hereof. Thereafter, the Lease shall be renewable by YMCA for up to three additional five-year terms on the same terms and

conditions as are contained in this Lease Agreement. YMCA shall give notice to the City of the renewal of this Lease at least ninety (90) days but not more than one hundred twenty (120) days prior to the expiration of the term. Failure to provide notice at least ninety (90) days prior to the expiration of the term shall void YMCA's right to renew this Lease.

The City shall have the option of terminating this Lease Agreement immediately if any of the following instances of default occur:

- a. YMCA abandons the premises;
- b. YMCA dissolves or is administratively dissolved;
- c. YMCA enters any type of proceedings related to its insolvency, whether bankruptcy, receivership, or otherwise;
- d. The character of YMCA's operation changes significantly from that of a nonprofit organization; or
- e. YMCA defaults in its compliance with any other term or covenant hereunder, which default is not cured within thirty (30) days after notice of default is given.

Should the City choose to exercise its option to terminate this Lease Agreement, such termination will be effective upon mailing of written notice to YMCA, at which time YMCA shall have no further rights under this Lease.

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

Dated this _____ day of _____, 2011.

CITY OF RAPID CITY

ATTEST

Mayor

Finance Officer

(seal)

State of South Dakota)
) ss.
County of Pennington)

On this the ____ day of _____, 2011, before me, the undersigned officer, personally appeared Alan Hanks and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(seal)

Notary Public - South Dakota
My Commission Expires _____

YMCA

By _____
Roger Gallimore, Its Executive Director

State of South Dakota)
) ss.
County of Pennington)

On this the ____ day of _____, 2011, before me the undersigned officer, personally appeared Roger Gallimore, who acknowledged himself to be the Executive Director of the Young Men’s Christian Association of Rapid City, and that as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Young Men’s Christian Association of Rapid City as such Executive Director.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(seal)

Notary Public - South Dakota
My Commission Expires _____