

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 Baseball 320, Inc. (hereinafter "Lessee"), a South Dakota nonprofit corporation, of 909 St. Joseph Street, Suite 800, Rapid City, South Dakota 57701, hereby amend that certain Lease Agreement between the parties dated May 8, 2002.

WHEREAS, the City owns the premises described on Exhibit "A," attached and incorporated to the original Lease Agreement dated May 8, 2002, and incorporated herein by reference; and

WHEREAS, the Lessee leases the premises described on Exhibit A; and

WHEREAS, the Lessee desires to build an improvement on the premises described on Exhibit A, to be known as the Post 320 Indoor Training Facility ("Training Facility"); and

WHEREAS, Lessee has represented it is not feasible to move the current location of the City sewer line in contemplation of construction of the Training Facility; and

WHEREAS, once constructed, the Training Facility will be located over a portion of the City sewer line; and

WHEREAS, it is the objective of the parties entering into this First Amendment to Lease Agreement to modify the terms of the lease to reallocate maintenance requirements upon construction of the Training Facility; and

WHEREAS, in consideration for City allowing Lessee to construct the Training Facility over the current location of the sewer line.

NOW, THEREFORE, BE IT RESOLVED the parties agree to amend the Lease Agreement as follows:

Section 7. Maintenance.

Lessee agrees to maintain said premises under the authority of the Public Works Director or his designee. Lessee agrees to repair or replace any property damaged willfully by Lessee's members or invitees which occurs while the premises are in use by Lessee. Lessee agrees to be responsible for policing the premises and to pick up and make ready for city collection of all trash, debris, and waste material of every nature, including mowing of weeds, resulting from the use of the premises by itself or any spectators in attendance at such premises. Lessee agrees to

provide its own trash receptacles for use at the premises. Lessee agrees to be responsible for the preparation of the playing fields prior to all scheduled game days. Lessee also agrees to place all collected trash, debris, and waste in a designated location for removal by the City of Rapid City.

City agrees to provide water to the premises for the purpose of watering the playing field grass. City specifically reserves the right to restrict water usage under this agreement if water restrictions are placed on other water users within the City. City, at its own expense, agrees to provide unique or unusual maintenance and routine maintenance to the infrastructure, including but not limited to, repair of broken water mains, all repairs and surface maintenance of parking lots, storm sewer, and sewer; with the exception of that portion of the sewer line described and delineated with a green line in Exhibit "B," attached hereto and incorporated herein by reference ("Sewer Line underneath the Training Facility") which will be located beneath the proposed Post 320 Indoor Training Facility ("Training Facility"). Once construction commences by groundbreaking on the Training Facility, City will cease maintaining the Sewer Line underneath the Training Facility.

Section 7.1. Proposed Post 320 Indoor Training Facility.

Lessee agrees that its expenditures in constructing the Training Facility will include removal of the existing Sewer Line underneath the Training Facility, replacement to consist of Schedule 40 PVC pursuant to code, the Sewer Line underneath the Training Facility to be sleeved under footing and cleanouts installed on both sides of the Training Facility. Installation of the new Sewer Line underneath the Training Facility will meet new construction installation requirements, reflecting code requirements at the time of installation. Once construction commences by groundbreaking at the Training Facility site, Lessee agrees to, at its own expense,

provide all required repairs, including unique or unusual maintenance and routine maintenance, to the Sewer Line underneath the Training Facility.

Section 13. Liability.

Lessee agrees to defend, indemnify, and otherwise hold the City harmless from any and all liability arising from any operation or use under this lease of the described premises by it or its agents or employees or any other person using the premises; and Lessee agrees this provision includes the Sewer Line underneath the Training Facility to be located beneath the proposed Training Facility. Lessee agrees to purchase or provide and maintain bodily injury and property damage insurance for each occurrence of the injury or damage in the minimum amount of One Million Dollars (\$1,000,000). The City shall be named an additional insured in said policy or policies, and lessee shall furnish to the City evidence of insurance by a certificate of insurance of required coverage.

NOW, THEREFORE, BE IT FURTHER RESOLVED the parties agree that all other terms of the Lease Agreement between City of Rapid City and Post 320 Baseball, Inc. shall remain the same.

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 _____

BASEBALL 320, INC.

By _____
_____, Its _____

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

On this the _____ day of _____, 2011, before me the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of Baseball 320, Inc., of Rapid City, and that as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Baseball 320, Inc., of Rapid City as _____.

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

(seal)

Notary Public - South Dakota
My Commission Expires _____