

**FIRST AMENDMENT TO LEASE BETWEEN THE CITY OF RAPID CITY
AND THE BLACK HILLS VISITOR INFORMATION CENTER
DEVELOPMENT CORPORATION, INC.**

THIS FIRST AMENDMENT TO LEASE is made by and between the City of Rapid City, ("City"), and the Black Hills Visitor Information Center Development Corporation, Inc., ("VIC").

WHEREAS, the parties hereto entered into that certain Lease dated January 1, 1998; and

WHEREAS, Part V. of the Lease required VIC to provide to City a deposit to be held for the use and benefit of VIC and to be used to defray capital replacement expenses incurred by VIC during its occupancy of the leased premises; and

WHEREAS, VIC is now contemplating using that deposit to pay for capital expenses; and

WHEREAS, the Lease did not provide terms governing how money is withdrawn from the deposit, how the deposit is replenished, or what is done with interest earned on the fund; and

WHEREAS, the parties desire to add to the Lease terms governing the withdrawal and replenishment of the required deposit fund; and

WHEREAS, in consideration of the foregoing, the parties wish to amend the Lease as set forth herein.

NOW THEREFORE, be it agreed by the parties as follows:

1. Part V. MAINTENANCE shall be amended to read in its entirety as follows:

V.
MAINTENANCE

VIC, on its own responsibility and at its own expense, shall maintain the premises in first class condition. It is specifically agreed that VIC shall be responsible for all repairs or replacements of all or portions of improvements heretofore or hereafter made to the leased premises, including but not limited to structural, mechanical, electrical, plumbing, and finish elements.

Maintenance shall further include watering, mowing, fertilizing, and other appropriate care of all lawn areas; sweeping, snow removal, patching, and sealing, as appropriate, of all parking areas and sidewalks; and cleaning, caulking, painting, and all other appropriate measures to preserve the interior and exterior of the building.

Upon termination of this lease, at the end of the original term, at the end of any extension or renewal, or upon termination by default, VIC shall return possession and all rights to the leased premises to the City with the premises in the same condition as at the beginning of the term, reasonable wear and tear excepted.

VIC shall pay to the City the sum of Twenty-five Thousand Dollars (\$25,000.00), or such lesser amount as the Council shall determine, to be placed by the City into a trust fund to be held for the use and benefit of VIC and to be used to defray capital replacement expenses incurred by VIC during its occupancy of the leased premises. It is specifically understood and agreed that any shortfall between the amounts in the trust fund and the amounts necessary to meet capital replacement expenses shall not relieve VIC of its obligation to make such replacements and pay the costs thereof.

In the event VIC shall require the use of part or all of the trust fund to defray capital replacement expenses, VIC shall certify to the City the following:

1. the amount it requests to be released;
2. the qualifying use to which the funds will be directed; and
3. the plan for repayment of the original \$25,000 deposit, which plan shall not extend for more than 60 months' time.

Upon such certification, the City shall release to VIC the funds requested, which funds may include the entire deposit and any interest accrued.

At the termination of this Lease, City shall inspect the leased premises. In the event repairs are required that would be the responsibility of VIC under the terms of this Lease, City shall deduct from deposited funds the amount necessary to pay for such repairs. All remaining funds shall be paid to VIC.

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

Dated this ____ day of _____, 2011.

CITY OF RAPID CITY

ATTEST

Mayor

Finance Officer

(SEAL)

