This Agreement is entered into by and between American Memorial Life Insurance Company (hereinafter "Lessor") and Phatty McGee's, Inc. (hereinafter "Lessee"). The parties hereby stipulate and agree to the following terms and conditions set forth herein.

WITNESSETH

The parties acknowledge and agree that Lessee is desirous of obtaining additional parking spaces so that it may apply and receive a variance which would take into account the additional number of parking spaces granted herein so as to permit Lessee to expand its hours of operation, starting at 11:00 a.m. Lessor, as a neighboring business, to Lessee supports the additional hours of operation by Lessee and deems it to be a benefit to the personnel who work in Lessor's building.

Now therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged by Lessor, the parties hereby enter into the following terms and conditions:

- 1.) Lessor shall lease to Lessee 20 parking spaces specifically designated for Lessee's patrons. The 20 leased spaces shall be designated as such by painting an "x" in the corner of the spaces. Lessee agrees to hold Lessor harmless and indemnify Lessor from any and all third party claims arising from or related to the use of the leased parking spaces by Lessee or its patrons;
- 2.) Lessee agrees that it will continue its process of nightly clean-up of all of Lessor's parking spaces, not just those leased by Lessee. The parties acknowledge that Lessor shall, as part of its regular maintenance schedule, remove snow and ice from the leased parking spaces.
- 3.) The parties agree that Lessor may terminate this Lease at any time upon 10 days notice or immediately without notice with cause.

Dated this 29 day of September, 2001.

bated this v any of beptember, 2001.	
LESSOR:	LESSEE:
AMERICAN MEMORIAL LIFE INSURANCE CO. By: New Following Its: Senior Vice President, General Counsel and Secretary STATE OF SOUTH DAKOTA) SS. COUNTY OF PENNINGTON	PHATTY MCGEE'S, INC. By: Its: Pies.
COUNTY OF PENNINGTON)	
On this the28thday of	September , 2001, before me, the undersigned
Notary Public, personally appeared Matthew F. Mc	cGuire who acknowledged him self to be
	Memorial Life Insurance Company, a corporation, and

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APR 3 0 2010

Rapid City Growth
Management Department

EXHIBIT

A

Senior	Vice	President,

that	he, as such	General Cour	nsel & Secr	etary being	authorized s	so to do, execu	ted the foregoing
inst	rument for the p	ourposes herein	contained, by	signing the	name of the	corporation by	imself as Senio
Vic	e President,	General Cour	sel and Se	cretary			
	Anthron Hessage	egeta*a-±					
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	SOUTH			acte, -			
STA	TE OF SOUT	H DAKOTA)				
		•)SS.				
CO	UNTY OF PEN	NINGTON)				
	On this the	16th day	of Octo	ber		, 2001, before r	ne, the undersigned
Not	ary Public, perso	onally appeared	Robert E.	Fuchs	who ackr	nowledged	him self to be
the	President		of Phatty	McGee's, Inc	c., a corporat	tion, and that	he, as such
]	resident	, beir	ng authorized	so to do, exec	cuted the fore	egoing instrume	nt for the purposes
here	in contained, by	y signing the na	me of the cor	poration by _	himself a	as <u>President</u>	
		·					
	In Witness V	Whereof, I have	hereunto set	my hand and	l official sea	1.	¥3
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