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December 29, 2006

Rapid City, South Dakota 57709-9129

Joel P. Landeen
Assistant City Attorney
300 6th Street
Rapid City, S.D. 57701

Re: Assignment Agreement

Dear Joel:

Enclosed please find a revised Assignment Agreement between DTH, L.L.C. as a Developer and BANKWEST as the Assignee. As you can tell, this assignment agreement pertains to Tax Increment District No. 54 which was created on October 3, 2005. Pursuant to your request I have added the following language to the document in paragraph 4, which language is: "Notwithstanding the foregoing, Lender, Developer and City all acknowledge that Lender shall be bound by the terms of the Contract of Private Development and the City's obligations for payment is limited to those amounts set for in the Contract for Private Development."

I believe that this change, together with the language in paragraph 2 indicating that there is no liability by the City for the loan obligations of the developer, should adequately insulate the City from any liability other than for the payment of funds rightfully due the developer, or to BANKWEST, pursuant to the Assignment Agreement.

I would appreciate your circulating this document and making sure that it is executed by the appropriate parties. Once this is done, I would ask that you return the original to me for filing with the bank.

I thank you for your assistance.

Sincerely yours,

Courtney R. Clayborne

CRC:kky
Enclosure

ASSIGNMENT AGREEMENT

Agreement entered into as of the dates set forth in the acknowledgments below by and between the **CITY OF RAPID CITY**, State of South Dakota, hereinafter referred to as "**City**," **BANKWEST** of Pierre, South Dakota, hereinafter referred to as "**Lender**," and **DTH, LLC**, hereinafter referred to as "**Developer**."

WHEREAS, City has passed a Resolution Creating Tax Increment District Number Fifty-four (54) on October 3, 2005, a copy of said Resolution is attached hereto as Exhibit "A" and which by reference hereto is incorporated herein; and

WHEREAS, the City approved the Project Plan for Tax Increment District Number Fifty-four (54) on October 3, 2005; and

WHEREAS, Developer have agreed to advance the funds necessary to accomplish the goals to be achieved by the Tax Increment District Number Fifty-four (54) and

WHEREAS, Developer and City have entered into a Contract for Private Development Tax Increment District Number Fifty-four (54), a copy of said contract being attached hereto as Exhibit "B" which by reference hereto is incorporated herein; and

WHEREAS, Lender has agreed to loan the funds to Developer to accomplish said purpose set forth in the Contract for Private Development on the condition that the future real estate taxes which are collected for the Tax Increment District Number Fifty-four (54) are paid directly by City to Lender, it is hereby agreed, as follows:

1. City will pay directly to Lender those real estate taxes collected which are subject to the Tax Increment District Number Fifty-four (54) and any properly revised project plan until the loan obligation incurred between Lender and Developer for purposes relating solely to the Tax Increment District Number Fifty-four (54) and any properly approved revised project plan are paid in full or the Tax Increment District is dissolved, whichever comes first. It is the specific intent of the parties that the City shall not be obligated to pay any sums to Lender other than the increment generated by Tax Increment District Number Fifty-four (54) and any properly approved revised project plan and any obligations the City has to Lender shall cease by the City's paying to Lender said increments until the loan is satisfied or Tax Increment District Number Fifty-four (54) is terminated, whichever comes first. Payments will be made at 709 Main Street, Rapid City, South Dakota 57701, or at a different place if required by the Lender.
2. Lender agrees that, provided City makes payment to Lender of all funds actually received or collected by City for Tax Increment District Number Fifty-four (54) and any properly approved and revised project plan, there is no liability by City for the loan obligation of Developer. Rather, should City have paid all funds actually received or collected by City for Tax Increment District Number Fifty-four (54) and all amendments thereto, Lender shall look solely to its agreement with Developer and its guarantors, for any rights of recovery upon default, it being the specific intent of the parties that in the event that Tax Increment District Number Fifty-four (54) is terminated before payment in full of the obligation to Lender is satisfied or in the event that the increments are insufficient to pay said obligation, Lender's sole

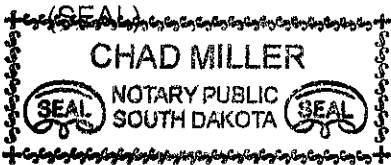
BANKWEST

By: [Signature]
Jack E. Lynass, Regional President

STATE OF SOUTH DAKOTA)
)
) :SS
COUNTY OF Pennington)

On this 22nd day of December, 2006, before me, the undersigned Notary Public, personally appeared Jack E. Lynass who acknowledged himself to be the Regional President of BANKWEST, and that he, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing himself as the Regional President of BANKWEST.

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



[Signature]
Notary Public, State of South Dakota
My Commission Expires: 11-10-09

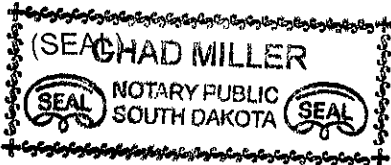
DTH, LLC.
By: [Signature]
Doyle D. Estes, Managing Member

By: [Signature]
Kathryn O. Johnson, Member

STATE OF SOUTH DAKOTA)
)
) :SS
COUNTY OF PENNINGTON)

On this 22nd day of December, 2006^{am}, before me, the undersigned Notary Public, personally appeared Doyle D. Estes and Kathryn O. Johnson, who acknowledged themselves to be the members of DTH, LLC, a South Dakota limited liability company, and that they, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing themselves as members of DTH, LLC, a South Dakota limited liability company.

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



[Signature]
Notary Public, State of South Dakota
My Commission Expires: 11-10-09

EXHIBIT "A"

CITY COUNCIL

OCTOBER 3, 2005

WHEREAS there has been established Tax Increment District Number Fifty-Four; and

WHEREAS the Council deems desirable to promote economic development and create jobs in the corporate limits of the City of Rapid City; and

WHEREAS the Project Plan submitted helps make this development feasible by assisting in the development of the Rainbow Ridge Subdivision and assisting in the development of park improvements for City park land; and

WHEREAS the Project Plan submitted will assist with the costs of a well, booster station, water mains and grading, and park improvements; and

WHEREAS the use of Tax Increment Funding to promote this development is in keeping within the statutes adopted by the South Dakota State Legislature; and

WHEREAS there has been developed a Project Plan for this Tax Increment District which proposes this improvement; and

WHEREAS the Council has considered the Project Plan submitted by the Planning Commission and determined that the Project Plan for Tax Increment District Fifty-Four is economically feasible; and

WHEREAS the Council has further determined that this Project Plan is in conformity with the adopted Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the City of Rapid City that the Tax Increment District Project Plan for Tax Increment District Number Fifty-four be, and is hereby, approved as submitted by the Rapid City Planning Commission.

Dated this 3rd day of October, 2005

ATTEST:
s/ Coleen Schmidt
Assistant Finance Officer
(SEAL)

THE CITY OF RAPID CITY
s/ Tom Johnson, Council President

The motion for adoption of the foregoing Resolution was seconded by Chapman. The following voted AYE: Schumacher, Hadley, Olson, Okrepkie, Johnson, Hadcock, Chapman, and Kooiker; NO: None; ABSTAINING: Kroeger; whereupon said Resolution was declared duly passed and adopted.

Hadley moved, second by Schumacher and carried to reconsider No. 05TI008, approve a **Resolution Creating Tax Increment District No. 54** for petitioner Dream Design International, Inc. on S1/2 NE1/4, including right-of-way, Section 23; N1/2 SW1/4, including right-of-way, and Lots 6-17, Block 5, including right-of-way, CHMH Subdivision, Section 24; all located in T2N, R7E, BHM, Rapid City, Pennington County, South Dakota, more generally described as being located north of Mall Drive and west of Haines Avenue.

EXHIBIT "A"

CITY COUNCIL

OCTOBER 3, 2005

The Council President presented No. 05TI008, approve a **Resolution Creating Tax Increment District No. 54** for petitioner Dream Design International, Inc. on S1/2 NE1/4, including right-of-way, Section 23; N1/2 SW1/4, including right-of-way, and Lots 6-17, Block 5, including right-of-way, CHMH Subdivision, Section 24; all located in T2N, R7E, BHM, Rapid City, Pennington County, South Dakota, more generally described as being located north of Mall Drive and west of Haines Avenue. The following resolution was introduced, read and Hadcock moved adoption:

RESOLUTION CREATING TAX INCREMENT DISTRICT
NUMBER FIFTY-FOUR
AS SUBMITTED BY THE RAPID CITY PLANNING COMMISSION

WHEREAS the property within the following described District meets the qualifications and criteria set forth in SDCL 11-9; and,

WHEREAS the Council of the City of Rapid City finds that the aggregated assessed value of taxable property in this District, plus the assessed values of all other districts currently in effect, does not exceed ten percent (10%) of the total assessed value of taxable property in the City of Rapid City; and,

WHEREAS the Council finds that:

- (1) Not less than twenty-five percent (25%), by area, of the real property within the district is a blighted area as defined in SDCL 11-9-9 through 11-9-11; and,
- (2) The improvement of the area is likely to significantly enhance the value substantially on all of the other real property in the district.

NOW, THEREFORE, BE IT RESOLVED by the City of Rapid City that the real property legally described as:

S1/2 NE1/4, including right-of-way, Section 23; N1/2 SW1/4, including right-of-way, and Lots 6-17, Block 5, including right-of-way, CHMH Subdivision, Section 24; all located in T2N, R7E, BHM, Rapid City, Pennington County, South Dakota

is hereby designated as Tax Increment District Number 54, City of Rapid City.

Dated this 3rd day of October, 2005

ATTEST:
s/ Coleen Schmidt
Assistant Finance Officer
(SEAL)

THE CITY OF RAPID CITY
s/ Tom Johnson, Council President

The motion for adoption of the foregoing Resolution was seconded by Chapman. The following voted AYE: Schumacher, Hadley, Olson, Okrepkie, Johnson, Hadcock, Chapman, and Kooiker; NO: None; ABSTAINING: Kroeger; whereupon said Resolution was declared duly passed and adopted.

EXHIBIT "B"

CONTRACT FOR PRIVATE DEVELOPMENT
TAX INCREMENT DISTRICT NUMBER FIFTY-FOUR

Between

DTH, LLC.

and the

CITY OF RAPID CITY, SOUTH DAKOTA

EXHIBIT "B"

THIS AGREEMENT, is made and entered into on this ___ day of _____, 2006, between DTH, LLC., a South Dakota Corporation, herein after referred to as the "Developer," and the City of Rapid City, a municipal corporation and political subdivision of the State of South Dakota, herein after referred to as the "City."

SECTION 1. The City created Tax Increment District Number Fifty-Four by resolution on October 3, 2005.

SECTION 2. The City approved the Project Plan for Tax Increment District Number Fifty-Four on October 3, 2005.

SECTION 3. The purpose of this agreement is to allow the Developer to be reimbursed from the proceeds of the tax increment district for the cost of the improvements that are included in the second revised project plan. It further establishes the procedures by which the Developer may assign its right to any proceeds from the district in order to secure private financing for the project improvements.

SECTION 4. The estimated project costs to be paid by the district, as set forth in the project plan, are as follows:

Capital Costs:

Booster Station	\$ 600,000.00
Water Main in Bunker Drive	\$ 150,000.00
Water Main	\$ 350,000.00
Grading over water mains	\$ 300,000.00
Well	\$ 750,000.00
Park Improvements	\$ 500,000.00

Professional Service Costs: \$ 0

Financing Costs:

Financing Interest \$ 2,456,456.72

Contingency Costs: \$ 0

Relocation Costs: \$ 0

Organizational Costs: \$ 0

Necessary and Convenient Costs: \$ 0

TOTAL: \$ 5,106,456.72

Imputed Administrative Costs*

City of Rapid City \$ 2,050.00

EXHIBIT "B"

*The imputed administrative costs are interest-free, are not included in the total project costs, and are to be paid from the balance remaining in the TID #54 fund available to the City Finance Officer on October 15, 2010.

SECTION 5. The cost of constructing the improvements contained in Section 4 of this agreement are the responsibility of the Developer. The Developer agrees to construct the improvements based on the following timeline:

Water Main in Bunker Drive – By December 31, 2007
Park Improvements – By December 31, 2007
Balance of the Improvements – By December 31, 2008

If the Developer does not complete the improvements in accordance with the above timeline the City has the option to terminate this agreement as to any improvements that have not been constructed or on which construction has not been started. Prior to the City terminating the agreement, the City shall provide at least seven days written notice to the Developer and/or any entity that has an assignment interest in the proceeds of the tax increment funds of the date of the meeting at which the City Council will consider terminating the agreement.

SECTION 6. The base value of the property located in Tax Increment District Number Fifty-Four has been certified by the South Dakota Department of Revenue as Five Hundred Forty Seven Thousand One Hundred Ninety Dollars (\$547,190).

SECTION 7. It is anticipated that the Developer will secure private financing to fund the improvements contemplated in the approved Tax Increment District Number Fifty-Four project plan. This private financing is anticipated to be a bond or note, at an average interest rate over the life of the loan not to exceed Nine Percent (9%) per annum. It is understood by the parties that the financing amount included in the project plan is based on an interest rate of Nine Percent (9%) per annum and that the Developer will not receive any reimbursement for interest that it pays in excess of Nine Percent (9%) per annum. It is further understood that should the Developer receive a loan with an interest rate of less than Nine Percent (9%) per annum, that the City will only reimburse the Developer for the actual amount of interest paid.

SECTION 8. Developer shall complete the improvements described in the approved project plan. Upon completion, Developer shall certify to the City Finance Officer that such improvements have been completed and shall certify the amount of money disbursed therefore. Furthermore, the Developer shall provide sufficient documentation to certify that the terms of Section 14 of this agreement are complied with. The City shall have the right to require reasonable documentation to establish that the amounts set forth in the Tax Increment District Number Fifty-Four Project Plan have, in fact, been disbursed for the project.

SECTION 9. It is understood by the parties that the boundaries of Tax Increment District Fifty-Four may overlap the boundaries of other tax increment districts. Any

EXHIBIT "B"

increments generated from areas within overlapping districts will be used to pay for the improvements in the districts based on the chronological order in which the districts were created. Only after the disbursements required of the City in the project plans or developer's agreements for any previously created districts have been satisfied, will the City have a duty to disburse funds under this agreement.

SECTION 10. All positive tax increments received in Tax Increment District Number Fifty-Four shall, upon receipt by the City, be deposited in a special fund to be known as the "Tax Increment District Number Fifty-Four Fund," hereinafter referred to as the "Fund." Subject to Sections 8, 9 and 12 of this agreement and the limitation that at no time shall the cumulative total of payments made from the fund exceed the lesser of the total amount of disbursements certified pursuant to Section 8 of this agreement or the total of the estimated project costs set forth in the Tax Increment District Number Fifty-Four Project Plan as well as any other limitations contained herein, the City shall, within thirty (30) days after the receipt of each tax increment payment from the Treasurer of Pennington County, disburse all amounts in the fund to the Developer or their designee.

SECTION 11. It is contemplated by the parties that Developer may assign its interest under this agreement as security for the note or loan agreement, or other financing described in Section 7 hereof. It is understood and agreed, by and between the parties, that any such assignment shall be in writing and that if the City shall make disbursement pursuant to such assignment that it shall, to the extent of such disbursement, relieve the City of the obligations to make such disbursement to Developer. Any assignee shall agree to be bound by the terms and conditions contained in this agreement.

SECTION 12. It is specifically a condition of this agreement and a condition of the City's obligation to pay that all sums payable shall be limited to the proceeds of the positive tax increment from Tax Increment District Number Fifty-Four received into the "Fund" specified in Section 10 hereof. The obligation of the City to pay pursuant to this agreement does not constitute a general indebtedness of the City or a charge against the City's general taxing power. The provisions of SDCL 11-9-36 are specifically incorporated herein by reference. It is also specifically agreed that the City has made no representation that the proceeds from such fund shall be sufficient to retire the indebtedness incurred by Developer under Section 7 hereof. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocability of the positive tax increment payments to the fund created by Section 10 hereof. The provisions of SDCL 11-9-25 are specifically incorporated herein by this reference.

SECTION 12. It is a condition and of this agreement that all provisions of South Dakota law regarding the expenditure of public funds are incorporated herein. Specifically, the requirements of Chapter 5-18 of the South Dakota Codified Laws are an integral part of this agreement. The Developer shall provide documentation of compliance with Chapter 5-18 upon the request of the City.

SECTION 13. Developer agrees to defend, indemnify and hold harmless the City of Rapid City from obligations or liability, including reasonable attorney's fees, arising out

EXHIBIT "B"

of this agreement or the construction of the improvements contemplated by the Tax Increment District Fifty-Four Project Plan. Developer shall maintain a policy of liability insurance, acceptable to the City, with liability limits of at least one million dollars (\$1,000,000.00) that names the City of Rapid City as an additional insured. Such a policy shall remain in effect until the City accepts the improvements.

SECTION 14. Developer agrees to immediately satisfy any and all mechanic's liens or material man's liens that arise as a result of this project. This provision shall not prevent Developer from subsequently seeking compensation from subcontractors or others who may be responsible for such liens or for such payment.

SECTION 15. This document along with the Project Plan for Tax Increment District Fifty-Four constitute the entire agreement of the parties. No other promises or consideration form a part of this agreement. All prior discussions and negotiations are merged into these documents or intentionally omitted. In the event of a conflict between the Project Plan and this Agreement, this Agreement shall be controlling.

SECTION 16. This agreement shall be construed and the parties' actions governed by the laws of the State of South Dakota. Any dispute arising out of or related to this Agreement shall be litigated in the Seventh Judicial Circuit Court for the State of South Dakota, located in Rapid City, Pennington County, South Dakota.

Dated this 15 day of May, 2006.

DTH, LLC.



By: Doyle ESTES

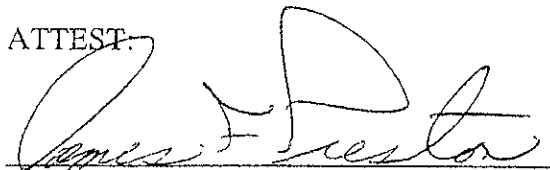
Its: MANAGER

CITY OF RAPID CITY



Mayor

ATTEST:



Finance Officer

(SEAL)

