

**ACKNOWLEDGEMENT THAT DEVELOPER'S AGREEMENT BETWEEN
WEB REAL ESTATE HOLDING CO., LLC, AND THE CITY OF RAPID CITY
HAS BEEN RESCINDED BY MUTUAL CONSENT.**

WHEREAS, the City of Rapid City (City) and WEB Real Estate Holding Co., LLC, (WEB) have previously entered into a Developer's Agreement for the construction of certain improvements to Tower Road as part of Tax Increment District #47; and

WHEREAS, WEB had agreed to construct these improvements in conjunction with developing a property that it owned within the district; and

WHEREAS, WEB has sold the land and development located within the district to Skyline Pines East, LLLP (Skyline); and

WHEREAS, Skyline has agreed to construct the improvements to Tower Road contemplated in the approved project plan as part of its development ; and

WHEREAS, WEB and the City wish to rescind the Developer's Agreement that they entered into previously so that the City can enter into a new Developer's Agreement with Skyline.

NOW THEREFORE, the parties agree as follows:

1. The parties acknowledge that the Developer's Agreement between WEB Real Estate Holding Co., LLC and the City of Rapid City is hereby rescinded by mutual consent pursuant to SDCL 53-11-2(5).
2. The parties rescind this Developer's Agreement with the understanding that WEB has sold the land the improvements contemplated by Tax Increment District are associated with to Skyline, with the further understanding that the purchaser would assume responsibility for constructing the improvements and also be entitled to the increment generated by the district to do so. Once this acknowledgement has been executed by WEB, it is further understood by the parties that the City and Skyline will enter into a new Developer's Agreement with terms substantially similar to the agreement previously entered into between the City and WEB.
3. WEB further acknowledges, and agrees, that it will make no claim on any of the proceeds from Tax Increment District #47. Any claims WEB may have for reimbursement from the TID will be handled between WEB and Skyline.
4. The parties also consent that the rescission of this contract will be governed under the laws of the State of South Dakota. Any action concerning this agreement or its rescission shall be venued in Rapid City, Pennington County, South Dakota in the Circuit Court of the Seventh Judicial Circuit.

Dated this ___ day of _____, 2007.

WEB REAL ESTATE HOLDING CO.
LLC

BY: _____

ITS: _____

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

(SEAL)

State of South Dakota)
 ss.
County of Pennington)

On this the _____ day of _____, 2007, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged themselves to be the _____ of WEB Real Estate Holding Co., LLC, and as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

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

Notary Public, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota)
 ss.
County of Pennington)

On this _____ day of _____, 2007, before me, the undersigned officer, personally appeared _____ and _____, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City and that, as such Mayor and Finance Officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public, South Dakota

My Commission Expires:

(SEAL)