

GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT

RE: Ground Lease Agreement, dated January 23, 1987, by and between the City of Rapid City, South Dakota ("Lessor"), and Steven C. Lester, LLC ("Lessee") as assigned from Civic Center Associates, pursuant to those two Assignments, Consent to Assignment and Guaranty of Ground Lease documents, dated August 16, 2004, and August 24, 2007, respectively (the "Assignment"), as amended by the Amendment to Ground Lease Agreement dated January 1, 1988, and Second Amendment to Ground Lease dated November 8, 2007, (as amended, the "Ground Lease"), covering certain real property located in Rapid City, South Dakota, and described in Exhibit A attached hereto and made a part hereof ("Property").

THE GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT is executed and delivered by Lessor with the expectation that it will be delivered to Wells Fargo Bank, National Association ("Bank") in connection with that certain loan ("Loan") to be made by Bank to Lessee, which Loan will be secured by a leasehold Mortgage – One Hundred Eighty Day Redemption and Absolute Assignment of Rents and Leases and Security Agreement (and Fixture Filing) in favor of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, as mortgagee of record ("MERS") (MERS and Bank are collectively referred to as "Lender") encumbering Lessee's interest in the Property (as may be modified, amended, supplemented or restated from time to time, the "Deed of Trust"), and with the recognition that Lender, and its successors and/or assigns, will rely upon the contents hereof in closing and consummating the Loan. Lessor hereby certifies, declares and agrees as follows:

1. Ground Lease. Pursuant to the terms of the Ground Lease, Lessor has leased to Lessee and Lessee has leased from Lessor, the Property. The Ground Lease, as defined above, is in full force and effect and other than as set forth above, has not been modified, supplemented, or amended, orally or in writing. Except for the Ground Lease, there are no agreements between Lessor and Lessee in any way concerning the subject matter of the Ground Lease or the occupancy or use of the Property. To the knowledge of Lessor, the interests of Lessee under the Ground Lease have not been assigned and no portion of the property has been sublet. The interests of Lessor under the Ground Lease have not been assigned.
2. No Defenses or Offsets by Lessee. As of the date hereof, all conditions and obligations under the Ground Lease to be satisfied or performed by Lessor have been satisfied or performed. As of the date hereof, Lessee does not assert, and is not entitled to assert, any claim against Lessor or any defense to or offset against the enforcement of the Ground Lease by Lessor.
3. No Defenses or Offsets by Lessor. As of the date hereof, all conditions and obligations under the Ground Lease to be satisfied or performed by Lessee have been satisfied or performed. As of the date hereof, Lessor does not assert, and is not entitled to assert, any claim against Lessee or any defense to or offset against the enforcement of the Ground Lease by Lessee.

4. Lease Term. No Purchase Right; Options. The term of the Ground Lease commenced on January 23, 1987, and was scheduled to terminate on December 31, 2019, but was extended by Notice of Exercise of Right and Option To Extend Ground Lease dated August 24, 2007, which document the City acknowledges receiving and the Lease now extends through December 31, 2029, and Lessee does have three additional renewal terms of 10 years each plus a final five year term pursuant to Section 4.2 of the Lease. Said renewal options shall be exercised by lessee giving written notice thereof not less than one year prior to the expiration of the then current extended term as the case may be. Lessee does not have any rights to purchase the Property. Tenant's exercise of any rights of first refusal, options to renew, extend or terminate the Ground Lease or purchase any portion of the Property shall not be effective unless consented to in writing by Lender. In the event that Tenant shall acquire title to the fee in interest in the Property, the leasehold interest of Tenant under the Ground Lease shall not merge in that fee interest.
5. Rent. No rent under the Ground Lease beyond the current month has been paid in advance by Lessee. Describe all rent and additional rent (for example, pass-throughs) payable under the Ground Lease:
- n/a
6. Deposits. Lessee does not make any type of escrow deposits with Lessor, and Lessor does not hold any type of deposit from Lessee (for security or otherwise). The amount of any such deposit currently held by Lessor is \$0.00
7. No Bankruptcy. No bankruptcy proceedings, whether voluntary or otherwise, are pending, or to Lessor's knowledge, threatened, against Lessor.
8. Fee Encumbrances. The fee interest in the Property is not encumbered. No third party has any option or other right to purchase all or any portion of the Property. Lessor agrees that if it elects to encumber the fee interest in the Property, Lessor will cause any such lender to enter into an agreement with Lender that is reasonably satisfactory to Lender to evidence the subordination of any lien relating thereto to the lien created by the Deed of Trust and to Lessee's interest in the Ground Lease.
9. No Violations; Condemnation. Lessor has not received any written notice of any pending eminent domain proceedings or other governmental or judicial actions that could affect the Property. Lessor has not received any written notice that is in violation of any law applicable to the Property (including, but not limited to, any environmental law or the Americans with Disabilities Act).
10. Notice and Cure Rights. Lessor shall provide Lender with copies of all notices of breach or default that are delivered to Lessee contemporaneously with the furnishing of such notices to Lessee. Lessor agrees that no notice given under the Ground Lease shall be effective against Lender unless a copy has been delivered to Lender in accordance with the terms of this Section 10. Lessor shall

not take any action to terminate the Ground Lease as a result of said default, provided (a) Lender commences action (within sixty (60) days of the receipt of such notice) (i) to cure (or cause the cure) of the default or (ii) to foreclose upon the Property and (b) Lender diligently pursues such cure or foreclosure. Lessor acknowledges and agrees that the cure of certain defaults may require possession or control of the Property, and the exercise of rights and remedies under the Deed of Trust shall constitute diligent action by Lender to cure the default. Any notice, demand, request, or other instrument given by Lessor to Lender shall be delivered to Lender the address specified below:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
MERS COMMERCIAL
P.O. Box 2300
Flint, Michigan 48501-2300
Loan No.: 31-0905996

11. Leasehold Mortgage. Lessee shall have the right to encumber its leasehold interest in the Property under the Deed of Trust and Lender shall have all of the rights provided to a leasehold mortgagee under the Lease. In addition to the foregoing, Lender shall have the right to foreclose upon the leasehold estate pursuant to the terms of the Deed of Trust and if Lender or another third party ("Acquiring Party") acquires title to the leasehold estate pursuant to a foreclosure sale or a deed in lieu of foreclosure, said Acquiring Party shall be recognized and considered as the lessee under the Ground Lease and shall have all of the rights and benefits of Lessee thereunder. The Acquiring Party shall not be liable for any act, omission and/or breach of the Ground Lease by any prior lessee and the Acquiring Party shall only be liable for obligations under the Ground Lease first arising from and after the date the Acquiring Party acquires the leasehold estate. The Acquiring Party shall have the right to assign and transfer the Ground Lease without first obtaining Lessor's consent. Upon any transfer or assignment of the Ground Lease by the Acquiring Party, the Acquiring Party shall be automatically released and discharged from all liability thereafter accruing under the Ground Lease.
12. New Lease with Lender. If the Ground Lease is terminated for any reason, including, but not limited to, a rejection of the Ground Lease in connection with a bankruptcy of Lessee, Lessor shall, following the then applicable approval process for the leasing of public property in Rapid City, which Lessor shall pursue with reasonable diligence, enter into a new ground lease with Lender, which ground lease shall be substantially similar to the Ground Lease.
13. No Amendment; Termination. Except as set forth below, Lessor shall not modify or amend any of the terms or provisions of the Ground Lease, terminate the Ground Lease or accept a surrender thereof, unless the prior written approval of Lender has been obtained, and agrees that no such termination, surrender, amendment, restatement, modification or subordination of the Ground Lease shall be binding on Lender without its prior written consent. The foregoing

limitation shall not, however, limit, Lessor's right to terminate the Ground Lease, either as set forth in the Ground Lease or pursuant to applicable law.

14. Insurance and Condemnation Proceeds. So long as the Loan remains outstanding, the provisions of the Deed of Trust shall govern the distribution of insurance proceeds and condemnation proceeds.
15. Personal Property and Subleases Subordinate. Lessor's Interest, if any, in and to any personal property owned by Lessee and located at the Property and any subleases entered into by Lessee for all or any portion of the Property and the rents, issues and profits therefrom are and shall remain subordinate to the lien of the Deed of Trust.
16. Sale of Loan. Lender may at any time, without Lessor's consent, sell, assign, participate or securitize all or any portion of Lender's rights and obligations under the Deed of Trust, and that any such sale, assignment, participation or securitization may be to one or more financial institutions or other entities, to private investors, and/or into the public securities market, in Lender's sole discretion. This Ground Lease Estoppel Certificate and Agreement shall be binding upon Lessor and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns, including, without limitation, each and every owner and holder of the Loan, each person who, pursuant to proceedings to enforce the Deed of Trust or conveyance in lieu of such proceedings, may succeed to Lessee's interest under the Lease, and each person who may thereafter acquire Lessee's interest under the Ground Lease by purchase or otherwise. Lessor will deliver to Lender a Ground Lease Estoppel Certificate and Agreement substantially in the form hereof, from time to time promptly upon Lender's written request.
17. Miscellaneous. If there is a conflict between the terms of the Ground Lease and this Ground Lease Estoppel Certificate and Agreement, the terms of this Ground Lease Estoppel Certificate and Agreement shall prevail. The captions of the sections of this instrument are for convenience only and shall not have any interpretive meaning.
18. Recording. This instrument may be recorded in the applicable recording office in the County and State in which the Property is located.
19. Nominee Capacity of MERS. MERS serves as a mortgagee of record and secured party solely as nominee, in an administrative capacity, for Bank and its successors and assigns and only holds legal title to the interests granted, assigned, and transferred by Lessee in the Deed of Trust. MERS shall at all times comply with the instructions of Bank and its successors and assigns. Subject to the foregoing, all references herein to "Lender" shall including Bank and its successors and assigns.
20. Other Landlord hereby represents and warrants that:

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF PENNINGTON)

On this 8th day of November 2007, before me, the undersigned officer, personally appeared Steven C. Lester, who acknowledged himself to be the Manager of the STEVEN C. LESTER, LLC, a South Dakota limited liability company, Lessee, and that he, as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the South Dakota limited liability company by himself as Manager.

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

(SEAL)

Richard E. Huffman, Notary Public
My Comm. Expires: March 20, 2011

EXHIBIT A

THE PROPERTY

Hotel Lot of Lot ER, Formerly Lot E of Portions of Blocks 3, 4, 5, 6, 13, 24, 25, 26 and adjacent vacated alleys and streets, all in the original Townsite of Rapid City, Pennington County, South Dakota.