

**ASSIGNMENT OF CONTRACT FOR CONSTRUCTION OF PUBLIC  
IMPROVEMENTS THROUGH A PRIVATE DEVELOPER FOR TAX INCREMENT  
DISTRICT SEVENTY-TWO BETWEEN THE CITY OF RAPID CITY, TECHNOLOGY  
HOUSING, L.L.C. AND GREAT WESTERN BANK**

This Assignment Agreement is 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,” 300 Sixth Street, Rapid City, South Dakota, 57701, **Great Western Bank**, 14 St. Joseph Street, Rapid City, South Dakota, 57701, hereinafter referred to as “Lender”, and **Technology Housing, L.L.C.**, 528 Kansas City Street, Rapid City, South Dakota, 57701.

WHEREAS, the City has passed a Resolution Creating Tax Increment District Seventy-Two on February 21, 2012, a copy of said Resolution being attached hereto as Exhibit “A,” which by reference hereto are incorporated herein; and

WHEREAS, the Developer and City have entered into a Contract for Construction of Public Improvements through Private Development Tax Increment District Number Seventy-Two (Developer’s Agreement), a copy of said contract being attached hereto as Exhibit “B” which by reference hereto is incorporated herein; and

WHEREAS, the Developer has agreed to advance the funds necessary to construct the public improvements identified in the Project Plan for Tax Increment Financing District Seventy-Two and the revisions thereto; and

WHEREAS, the Lender has agreed to loan the Developer the funds to finance the public improvements identified in the Project Plan on the condition that the future real estate taxes which are collected for the Tax Increment District Seventy-Two are paid directly by City to Lender.

NOW THEREFORE, the parties hereby agree as follows:

1. City will pay directly to the Lender those real estate taxes which it receives from the State and are subject to the Tax Increment District Seventy-Two Developer’s Agreement between the City and Technology Housing, L.L.C. until the loan obligation incurred between the Lender and the Developer for purposes relating solely to the Tax Increment Financing District Seventy-Two and the 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 portion of the increment generated by Tax Increment District Seventy-Two that is obligated to the Developer per the Developer’s Agreement and the 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 Financing District Seventy-Two is terminated, whichever comes first. Payments will be made to Great Western Bank, Attention Gale York, 14 St. Joseph Street, Rapid City, South Dakota 57701, or at a different place if required by the Lender in writing.

2. The Lender agrees, provided the City makes payment to Lender of all funds actually received or collected by City for Tax Increment District Seventy-Two that the City has agreed to pay to the Developer in the Developer's Agreement, subject to any conditions and requirements contained in the Developer's Agreement and/or Project Plan, there is no liability by City for the loan obligation of Developer. 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 Financing District Seventy-Two is terminated before payment in full of the obligation to Lender or in the event that the increments are insufficient to pay said obligation, Lender's sole recourse shall be against Developer and the City shall have no additional liability to Lender provided that City has made all payments required herein.
3. Upon reasonable request and notice, the Lender agrees to provide financial reports to the City and the Developer to advise them of the on-going status of the loan obligation to the Lender by the Developer.
4. All parties to the Agreement acknowledge that in the event Developer makes any payments on the loan obligation to the Lender for this Tax Increment District Seventy-Two, said payments will not reduce the obligation of the City to make the Tax Increment Financing District Seventy-Two and the Project Plan payments to the Lender, pursuant to this Agreement, until the entire tax increment obligation is paid in full. Said assignment shall continue until the Lender has been paid in full or Tax Increment Financing District Seventy-Two is dissolved, whichever comes first. Notwithstanding the foregoing, the Lender, the Developer and the City all acknowledge the Lender shall be bound by the terms of the Developer's Agreement and the City's obligation for payment is limited to the amounts set forth in the Developer's Agreement.
5. The parties rights and obligations under this Agreement shall be governed by the laws of the State of South Dakota. Any dispute concerning this Agreement shall be venued in Pennington County in the Circuit Court for the Seventh Judicial Circuit.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

TECHNOLOGY HOUSING, L.L.C.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

State of South Dakota        )  
  ss.  
County of Pennington        )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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 himself to be the \_\_\_\_\_ of TECHNOLOGY HOUSING, L.L.C., 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)

GREAT WESTERN BANK

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

State of South Dakota        )  
  ss.  
County of Pennington        )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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 himself to be the \_\_\_\_\_ of GREAT WESTERN BANK, 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)

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)

State of South Dakota        )  
  ss.  
County of Pennington        )

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned officer, personally appeared Sam Kooiker and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Rapid City.

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

\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires:

(SEAL)