

**FOURTH ADDENDUM TO THE MASTER DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF RAPID CITY AND PRESIDENT'S PLAZA L.L.C.**

This fourth addendum to the Master Development Agreement is made and entered into this ___ day of _____, 2013, by and between the City of Rapid City (the "City"), a municipal corporation of the State of South Dakota, located at 300 Sixth Street, Rapid City, South Dakota and President's Plaza L.L.C. (the "Developer"), a South Dakota limited liability company, located at 528 Kansas City Street, Rapid City, South Dakota.

WHEREAS, on September 21, 2009, the City approved the Master Development Agreement between the City and St. Joe Investment Group L.L.C. regarding a proposed mixed use development on the corner of St. Joseph and 5th Street; and

WHEREAS, the City and St. Joe executed a First Addendum to the Master Development Agreement on November 16, 2009; and

WHEREAS, pursuant to the terms of the Agreement, the City approved an Assignment and Novation Agreement on April 18, 2011, whereby all of St. Joe's rights, interests and obligations under the Agreement were assigned to the Developer; and

WHEREAS, the City and the Developer executed a Second Addendum to the Master Development Agreement on November 7, 2011; and

WHEREAS, the City adopted an amendment to the ordinance governing the Rapid City Economic Development and Civic Improvements Fund in 2012 that requires any project that was part of the five year plan approved in 2005 be under construction by December 31, 2013, or in the alternative the owners of the project enter into an agreement with the City by the same date which establishes specific completion dates or benchmarks for the project to ensure the project is completed in a timely fashion; and

WHEREAS, the project being constructed by the Developer was funded as part of the five year plan approved in 2005; and

WHEREAS, the previous agreements entered into between the City and Developer contain no firm benchmarks or completion dates for the project; and

WHEREAS, this addendum is being entered into in order to comply with the provisions of Section 3.16.020 of the Rapid City Municipal Code.

NOW, THEREFORE, the parties hereby agree to modify their previous agreements as follows:

1. The Developer will have until December 1, 2014, to obtain sufficient new market tax credits to construct the project. If the Developer has not obtained sufficient new market tax credits to construct the project by that date, the Developer must elect by January 31, 2015, to either abandon the project or move forward with the project with the financing available. The

parties acknowledge that proceeding with the project without the new market tax credits will likely require that the project be modified from what is currently proposed. The parties further acknowledge that any modifications will still meet the minimum square footage established for the project in previous agreements. Nothing in this paragraph is intended to prevent Developer from using such new market tax credits as Developer has secured or from continuing to seek additional new market tax credits for the project.

2. If the Developer elects to move forward with the project, the Developer will make any modifications to the design of the project, obtain final approval for the project's financing and have entered into a contract for construction of the project by December 31st of 2015. If the Developer fails to meet this deadline, the City may upon written notice terminate its rights and obligations to the Developer under the Master Development Agreement, any addendums thereto as well as the Contract for Private Development for TID #73.

3. If the Developer meets the deadline established in Paragraph #2 of this addendum, it will have six (6) months to begin actual construction of the project. Once construction is commenced the Developer will have twenty-four (24) months to complete construction of the parking component of the project. If the Developer fails to meet these deadlines, or if construction on the project is suspended for a period in excess of six (6) months, the City may upon written notice terminate its rights and obligations to the Developer under the Master Development Agreement, any addendums thereto as well as the Contract for Private Development for TID #73, unless suspension or delays are due to causes beyond developer's control such as natural disaster, lack of material supplies, labor strikes, war, or any other similar causes.

4. This addendum is not intended to address and does not release or resolve any claims under the Master Development Agreement or Contract for Private Development for TID #73 which may now or hereafter exist for reimbursement of fees, costs or expenses incurred prior to the termination of said Agreements under paragraphs 2 and 3 above, which claims are reserved.

5. City will process necessary permits for the project including historical, building, engineering, and planning matters in a timely manner.

6. Failure of a party to insist upon adherence to any term of the Master Development Agreement or any of the addendums thereto on any occasion shall not be considered a waiver, or deprive that party of the right thereafter to insist upon adherence to that term, or any other term, of these agreements.

7. This addendum, the Master Development Agreement, all previous addendums thereto and the Contract for Private Development for TID #73 are the entire agreement of the parties. Except as modified herein, all other terms and conditions of these agreements remain in full force and affect.

CITY OF RAPID CITY

Sam Kooiker, Mayor

ATTEST:

Pauline Sumption, Finance Officer

PRESIDENT'S PLAZA, L.L.C

Hani Shafai, Member

Pat Hall, Member

State of South Dakota)
 ss.
County of Pennington)

On this the ____ day of _____, 2013 before me, the undersigned officer personally appeared _____, who acknowledged himself to be a member of President's Plaza, L.L.C., and that 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, _____

My Commission Expires:

(SEAL)

State of South Dakota)
 ss.
County of Pennington)

On this the ____ day of _____, 2013 before me, the undersigned officer personally appeared _____, who acknowledged himself to be a member of President's Plaza, L.L.C., and that 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, _____

My Commission Expires:

(SEAL)