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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made by and between the CITY OF RAPID CITY, 300 Sixth Street, Rapid City, South Dakota 57701 (hereafter "City"), and DESTINATION RAPID CITY, 606 Main Street, Rapid City, South Dakota 57701.

Recitals

WHEREAS, Destination Rapid City desires to place information kiosks in the public right of way in the downtown area and on public property at the Rushmore Plaza Civic Center in Rapid City, South Dakota, as identified on the attached Exhibits "A" through "G"; and

WHEREAS, Destination Rapid City shall provide for all maintenance of the kiosks; and

WHEREAS, Destination Rapid City shall remove or relocate any or all of the kiosks if it becomes necessary to do so; and

WHEREAS, the parties desire to enter into this agreement to set forth their understandings in the event that any of the kiosks come into disrepair or need to be moved to a new location.

NOW, THEREFORE, it is agreed as follows:

Agreement

1. Procurement. The parties hereby agree that Destination Rapid City shall be responsible for the procurement of the kiosks, and shall be responsible for the installation of the kiosks in compliance with any requirements of the Public Works Department. Furthermore, the parties agree to comply with all applicable state laws and municipal ordinances.
2. Maintenance. The parties hereby agree that all maintenance of the kiosks, and any related expenses, shall be the responsibility of Destination Rapid City.
3. Liability. Destination Rapid City agrees to defend, indemnify and hold harmless the City of Rapid City for any personal injury or property damage arising from or related to the placement of the kiosks in the public right-of-way and on public property.
4. Relocation. If the City determines it necessary or desirable to relocate or remove any of the kiosks, the parties agree that the cost and responsibility of doing so will be borne by Destination Rapid City.
5. Consideration. The parties hereby acknowledge and agree that the City allowing the kiosks to be located in the public right-of-way and on public property constitutes good and sufficient consideration for the execution and performance of this Memorandum of Agreement.

Dated this 3rd day of February, 2009.

CITY OF RAPID CITY

[Handwritten signature: Alan Hanks]
Alan Hanks, Mayor

ATTEST:

[Handwritten signature: James F. Preston]
Finance Officer

(SEAL)

DESTINATION RAPID CITY

By: *[Handwritten signature: John Brewer]*
PRESIDENT & CEO

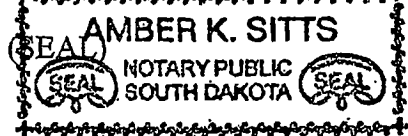
State of South Dakota)
) ss.
County of Pennington)

On this the 3rd day of February, 2009, before me, the undersigned officer, personally appeared Alan Hanks and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing Memorandum of Agreement for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

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

[Handwritten signature: Amber K. Sitts]
Notary Public, South Dakota

My Commission Expires: 9-13-09



State of South Dakota)
) ss.
County of Pennington)

On this the 20th day of January, 2009, before me, the undersigned officer personally appeared John Brewer, who acknowledged himself to be the President/CEO of DESTINATION RAPID CITY, and that he, as such

President/CEO, being authorized so to do, executed the foregoing Covenant Agreement for the purposes therein contained by signing the name of DESTINATION RAPID CITY by himself as President/CEO.

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

Margaret Paul
Notary Public, South Dakota

My Commission Expires:

(SEAL) 6/25/2009