

LIFE SAFETY LOAN PROGRAM  
APPLICATION

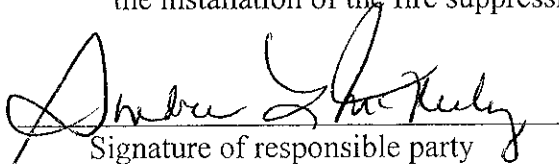
BUSINESS NAME Tensley, LLC DATE: 4/1/09  
ADDRESS: 201 Main Street, Suite 300 Rapid City, SD 57701  
POINT OF CONTACT: Jarvis McNeely  
BUSINESS TELEPHONE NUMBER: 718 7912 CELL #: 414 803 8086  
ESTIMATED COST OF RECONSTRUCTION PROJECT: \$ 1,500.00  
ESTIMATED COST TO INSTALL FIRE SUPPRESSION EQUIPMENT: \$ 98,600.00  
(Please attach quote) Attached

LOAN AMOUNT REQUESTED (cannot exceed 80% of installation cost above)  
\$ 78,880

INTEREST ON THE LOAN SHALL BE FOUR PERCENT (4%)  
REPAYMENT ON THE LOAN SHALL NOT EXCEED FIVE (5) YEARS  
LOAN PAYMENTS SHALL BE MADE ON OR BEFORE JUNE 1 AND DECEMBER  
1 OF EACH YEAR

APPLICANT SHALL:

- Attach an amortization schedule outlining payment schedule (Attached)
- Attach a prospectus indicating estimated revenue and expenditures for the next five years including loan repayment (This proprietary information shall not be shared with anyone outside of the Review Committee) (Attached)
- Attach a mortgage or letter of credit guaranteeing the repayment of the loan (Wells Fargo)
- Provide the City Finance Office with documentation (invoices) of work done on the installation of the fire suppression equipment when requesting loan funds (line of credit documentation)

  
Signature of responsible party

4/10/09  
Date



# Western States Fire Protection Co.

Protecting Lives and Property

5000 API Road  
Black Hawk, SD 57718

(605) 787-6755 (605) 787-6028 FAX

email: MIKE.MOKEN@WSFPLS

Fire Protection Sprinkler System  
Engineering \* Fabrication \* Installation  
Commercial \* Industrial \* Residential \*  
Institutional \* Special Hazards \* High  
Tech \* Defense \* Retrofit \* Service \*  
Inspection \* Maintenance

## PROPOSAL

PROPOSAL SUBMITTED TO <b>Tensleep, LLC</b>	PHONE <b>605-718-7912</b>	DATE <b>4/1/09</b>
STREET <b>210 Main Street Ste 300</b>	FAX <b>605-718-7914</b>	DATE OF PLANS
CITY, STATE, ZIP CODE <b>Rapid City, SD 57701</b>	JOB NAME <b>Fairmont Creamery</b>	ARCHITECT
ATTENTION <b>Sandra McNeeley</b>	JOB LOCATION <b>Rapid City</b>	EMAIL <b>sshirk@abbeygroupitd.com</b>

WE HEREBY SUBMIT THIS PROPOSAL TO PROVIDE A FIRE SPRINKLER PROTECTION SYSTEM FOR THE 1<sup>ST</sup>, 2<sup>ND</sup>, ATTIC, GARAGE, AND CONCEALED SPACE LOCATED ON THE SECOND FLOOR. PLANS WILL BE SUBMITTED TO THE LOCAL AUTHORITIES FOR CODE COMPLIANCE. SYSTEM WILL BE DESIGNED PER NFPA # 13 FOR A WET SYSTEM THROUGH MOST OF BUILDING, AND DRY SYSTEM IN THE ATTIC WITH DRY VALVE LOCATED ON 1<sup>ST</sup> FLOOR AND ANTIFREEZE SYSTEM FOR THE GARAGE AND BEAUTY SALON. THE EXISTING VALVE ASSEMBLY WILL NEED TO BE UPGRADED DUE TO THE NEW ANTIFREEZE SYSTEM. THE BASEMENT HAS AN EXISTING FIRE SPRINKLER SYSTEM AND NO WORK WILL BE REQUIRED. ANY WORK REQUIRED ABOVE WHAT IS STATED HERE WILL BE HANDLED ON A TIME & MATERIAL BASES.

### INCLUSIONS

1. DESIGN
2. MATERIAL AND FABRICATION
3. INSTALLATION

### EXCLUSIONS:

1. UNDERGROUND
2. ELECTRICAL WIRING & DETECTION
3. ADEQUATE WATER SUPPLY

**WE PROPOSE** Hereby to furnish material and labor – complete in accordance with the above specification for the sum of **NINETY-EIGHT THOUSAND SIX HUNDRED AND NO/CENTS** Dollars

**(\$ 98,600.00)**

**PAYMENT** to be made **MONTHLY** as the work progresses to the value of **100%** percent of all work complete and material on job site. The entire amount of contract is required to be paid within **30** days after completion.

**NOTE:** We may withdraw this proposal if not accepted within **15** days.

**\*\*\*\* ALL PAST DUE BALANCE ARE SUBJECT TO A 1-1/2% PER MONTH SERVICE FEE, PLUS ANY APPLICABLE COLLECTION FEES "**

### Limitation of Western States Fire Protection Company Liability

Client acknowledges that Western States Fire Protection Company is not an insurer and that the payments made to Western States Fire Protection Company by client on this project are based upon the value of the system and/or services provided and are unrelated to the value of client's property or business. In recognition of the relative risks and benefits to the client and Western States Fire protection company resulting from the work to be performed by Western States Fire Protection Company, the risks have been allocated such that the client, as well as the client's assigns, agents and representatives, agree, to the fullest extent permitted by law, to limit the liability of Western States Fire Protection Company, its' officers, directors, employees or Western States Fire Protections company's parent, subsidiaries, affiliates, consultants, subcontractors, vendors, to a maximum of \$10,000 or the amount of the contract/price of work to be performed, whichever is less, and client does hereby release Western States Fire Protection Company from any claim in excess of said limit. This limitation of liability shall apply to all judgments, claims, liability, cost, claim expenses, and all other damages or losses of any nature sustained by client, contractor or subcontractors, or any other party claiming by or through them. This limitation of liability shall be enforceable, 1) Regardless of the amount of any actual damages sustained, if any, as a result of this work, and 2) even if the loss or damage in issue is caused or alleged to be caused by the negligence, breach of warranty, defective products, violations of the deceptive trade practices act, or other fault of Western States Fire Protection Company or Western States Fire Protection Company's parent, subsidiaries, affiliates, consultants, subcontractors, vendors, or their respective employees, agents or representatives. Should client desire a different limitation of liability, such is available as an additional service at an additional cost. If payment for work provided in this agreement is not paid when due, client agrees to pay all costs of collection including attorneys fees as well as interest computed at the highest rate allowable by applicable state law.

*Michael E. Moken*

MICHAEL E. MOKEN, SERVICE MANAGER

### ACCEPTANCE OF PROPOSAL

The above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Federal ID # \_\_\_\_\_

## **Tensleep LLC**

### **2009 – 2013 Fairmont Creamery Annualized Projected Revenue and Expenses**

#### **2009**

Projected Revenue (rental income, real estate tax, utilities): \$117,000

Projected Expense (utilities, real estate taxes, cleaning, safety loan repayment, bookkeeping, misc.): \$116,000

#### **2010**

Projected Revenue: \$160,900

Projected Expense: \$130,000

#### **2011**

Projected Revenue: \$165,700

Projected Expense: \$135,000

#### **2012**

Projected Revenue: \$170,000

Projected Expense: \$140,000

#### **2013**

Projected Revenue: \$175,000

Projected Expense: \$145,000

Rental income projected at 77% occupancy

Real estate taxes remain flat (2009 – 2013) due to property tax moratorium for historic renovation

Life Safety Loan Repayment: \$78,880 loan value; repayment over five years at 4% interest in two annual payments of \$8,203.

Tensleep, LLC

Fairmont Creamery Life Safety Loan Program Payment Schedule

2009

June 1: \$8,203

December 1: \$8,203

2010

June 1: \$8,203

December 1: \$8,203

2011

June 1: \$8,203

December 1: \$8,203

2012

June 1: \$8,203

December 1: \$8,203

2013

June 1: \$8,203

December 1: \$8,203



101 South Chicago  
P.O. Box 811  
Hot Springs, SD 57747  
605 745-4120  
605 745-5662 Fax

Wells Fargo Bank, N.A.

September 25, 2008

Deadwood Grant

To whom it may concern:

This letter is to inform you that Michael and Sandra McNeely have a line of credit with Wells Fargo Bank that has available funds to cover expenses which would be in excess of a potential Deadwood Grant to complete the proposed window project.

Michael and Sandra McNeely are the sole owners of the Fairmont Creamery building located in downtown Rapid City, South Dakota.

If you have any questions do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Daryl Krejci".

Daryl Krejci  
Community Bank President  
Wells Fargo Bank  
Hot Springs, SD