

ASSIGNMENT AGREEMENT

This Agreement is entered into as of the dates set forth in the acknowledgments below by and between the **CITY OF RAPID CITY**, a municipal corporation of the State of South Dakota, located at 300 Sixth St, Rapid City, South Dakota 57701, hereinafter referred to as the "City," **BANKWEST**, of Rapid City South Dakota, located at 311 Omaha St., Rapid City, South Dakota 57701, hereinafter referred to as the "Lender," and **HDRK PROPERTIES, L.L.C.**, located at 516 Fifth St., Rapid City, South Dakota 57701, hereinafter referred to as the "Developer."

WHEREAS, the City passed a Resolution Creating Tax Increment District Number Fifty-six on November 21, 2005, a copy of said Resolution has been attached hereto as Exhibit A, which by this reference is incorporated herein; and

WHEREAS, the City approved a Project Plan for Tax Increment District Number Fifty-six on February 6, 2006; and

WHEREAS, there have been several amendments to the original Project Plan, which, along with the original Project Plan have been attached hereto as Exhibit B and are incorporated herein by this reference; and

WHEREAS, Developer and City have entered into a Contract for Private Development for Tax Increment District Number Fifty-six (the "Developer's Agreement"), a copy of said contract which has been attached hereto as Exhibit C and is incorporated herein by this reference; and

WHEREAS, the Lender has agreed to loan funds to the Developer to construct said public improvements identified in the Project Plan and Developer's Agreement on the condition that the future tax increments which the Developer is entitled to under the Developer's Agreement are paid directly by the City to Lender.

NOW THEREFORE, the parties hereby agree as follows:

1. City will pay directly to the Lender those tax increment funds referenced in Section 8 of the Developer's Agreement until the loan obligation incurred between the Lender and the Developer for purposes relating solely to Tax Increment Financing District Number Fifty-six and the 3rd Revised Project Plan therefore 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 Number Fifty-six that is obligated to the Developer per the Developer's Agreement and the 3rd Revised Project Plan. 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 District Number Fifty-six is terminated, whichever comes first. Payments will be made at 311 Omaha Street, Rapid City, South Dakota 57701, or at a different place if requested in writing by the Lender.

2. Lender agrees that, provided City makes payment to Lender of all funds actually received or collected by City for Tax Increment District Number Fifty-six which the City has agreed to pay to the Developer in the Developer's Agreement and subject to any conditions and requirements contained in the Developer's Agreement and/or 3rd Revised Project Plan, there is no liability by the 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 District Number Fifty-six 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, 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 Lender by Developer.
4. All parties to this Agreement acknowledge that in the event Developer makes any payments on the loan obligation to Lender for this Tax Increment District Number Fifty-six, said payments will not reduce the obligation of City to make the Tax Increment District Number Fifty-six and the 3rd Revised Project Plan payments to Lender, pursuant to this Agreement, until the entire tax increment district obligation is paid in full. Said assignment shall continue until the Lender has been paid in full or Tax Increment District Number Fifty-six is dissolved, whichever comes first. Notwithstanding the foregoing, Lender, Developer and City all acknowledge the Lender shall be bound by the terms of the Developer's Agreement and applicable State Law. The parties further acknowledge the City's obligation for payment is limited by the amounts and conditions set forth in the Developer's Agreement. The City shall have no liability to the Lender or the Developer, for any reason whatsoever, if the payments to the Lender are insufficient to satisfy the Developer's debt.
5. This Agreement, along with the original and revised Project Plans and Contract for Private Development between the City and HDRK Properties, L.L.C., are the entire agreement of the parties. No other writings or documents are part of this Agreement. No other promises or consideration form a part of this Agreement. All prior discussions and negotiations are merged into these documents or intentionally omitted. Any amendment to this Agreement must be signed in writing by all parties hereto.
6. This Agreement shall be governed by the laws of the State of South Dakota. Any dispute arising out of or related to this Agreement shall be litigated in the Seventh Judicial Circuit Court for the State of South Dakota, located in Rapid City, Pennington County, South Dakota.

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

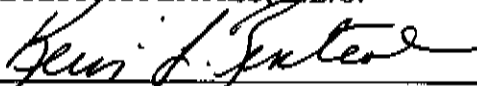
(SEAL)

BANKWEST




By: Chad Miller
Its: Branch President

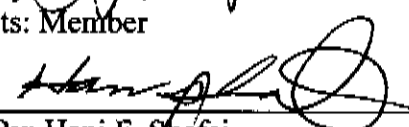
HDRK PROPERTIES, L.L.C.



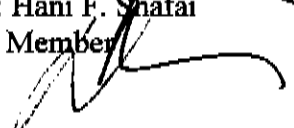
By: Kevin L. Buntrock
Its: Member



By: Richard E. Huffman
Its: Member



By: Hani F. Shafai
Its: Member



By: Donald A. Ward
Its: Member

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF PENNINGTON)

On this _____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared Alan Hanks and Pauline Sumption, 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 instrument 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.

(SEAL)

Notary Public, State of South Dakota
My Commission Expires:

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF PENNINGTON)

On this 20th day of May, 2011, before me, the undersigned Notary Public, personally appeared Chad Miller who acknowledged himself to be Branch President of Bankwest, Rapid City, and that he, as such, being duly authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



Roberta L. Rowen
Notary Public, State of South Dakota
My Commission Expires:

Roberta L. Rowen
My Commission Expires
November 18, 2011

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF PENNINGTON)

On this 20th day of May, 2011, before me, the undersigned Notary Public, personally appeared Kevin L. Buntrock, Richard E. Huffinan, Hani F. Shafai and Donald A. Ward, who acknowledged themselves to be the members, of HDRK Properties, L.L.C. and that, as such, being duly authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



Notary Public, State of South Dakota
My Commission Expires:

(SEAL)



Chad Miller
My Commission Expires
November 10, 2015