

**ASSIGNMENT AND ASSUMPTION  
OF  
AMENDED CONTRACT FOR PRIVATE DEVELOPMENT**

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This Assignment and Assumption Agreement (this "Agreement") has been made August 7, 2008, by and between Plum Creek Development, L.L.C., a South Dakota limited liability company ("Plum Creek Development"), and SSST LLC, a South Dakota limited liability company ("SSST"). Steve Zandstra, Scott Zandstra, Darcy Torres and Hani Shafai, the members of SSST, have also executed this Agreement.

WHEREAS, Plum Creek Development has executed with the City of Rapid City, South Dakota (the "City"), an agreement entitled "Contract for Private Development Tax Increment District Number Sixty-Five," dated August 7, 2008, which was amended by Plum Creek Development and the City pursuant to the terms of a "First Amendment to the Contract for Private Development Tax Increment District Number Sixty-Five," dated August 7, 2008 (the "First Amendment") (such amended contract hereinafter the "Amended Contract for Private Development"); and

WHEREAS, SSST owns the real property described on the exhibit attached hereto (the "Real Property"), which is subject to the terms and conditions set forth in the Amended Contract for Private Development; and

WHEREAS, pursuant to the provisions of Section 8 of the First Amendment, the City has agreed to permit, without prior City approval, the assignment of the Amended Contract for Private Development to an entity owned by Steve Zandstra, Scott Zandstra, Darcy Torres and Hani Shafai, provided that such entity holds title to the Real Property and agrees to be bound by the terms and conditions contained in the Amended Contract for Private Development. The provisions of Section 8 of the First Amendment further

provide that upon assigning the Amended Contract for Private Development to an entity, which satisfies these requirements, Plum Creek Development shall be released from any further obligations thereunder; and

WHEREAS, all profits, loss and capital membership interests in SSST are owned by Steve Zandstra, Scott Zandstra, Darcy Torres and Hani Shafai; and

WHEREAS, the purpose of this Agreement is to effect the assignment and assumption of the Amended Contract for Private Development to and by SSST, which agrees to be bound by and to fully perform all of the terms and conditions under the Amended Contract for Private Development, as if it had been the original obligor thereunder.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. Plum Creek Development hereby assigns, transfers and conveys over unto SSST all rights, obligations, title and interest in, to and under the Amended Contract for Private Development, which SSST hereby assumes and agrees to be bound by and to perform fully, as if it had been the original obligor thereunder.

2. SSST and Steve Zandstra, Scott Zandstra, Darcy Torres and Hani Shafai covenant to provide a copy of this Agreement to the City, and to otherwise notify the City of the assignment and assumption of the Amended Contract for Private Development to and by SSST.

3. SSST and Steve Zandstra, Scott Zandstra, Darcy Torres and Hani Shafai jointly and severally agree to indemnify, defend and hold Plum Creek Development

harmless from and against any and all liabilities, claims and costs arising out of or related to any obligation imposed under the terms of the Amended Contract for Private Development.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

[SIGNATURE PAGES FOLLOW SEPARATELY]

[SIGNATURE PAGE OF PLUM CREEK DEVELOPMENT]

PLUM CREEK DEVELOPMENT, L.L.C.

By: *Gene Johnson*

Its: *OPERATING MANAGER*

[SIGNATURE PAGE OF SSST]

SSST LLC

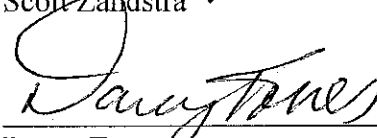
By: *Steve Zandstra*  
Steve Zandstra

Its: President

[SIGNATURE PAGE OF SSST MEMBERS]

  
Steve Zandstra

  
Scott Zandstra

  
Darcy Torres

  
Hani Shafai

**EXHIBIT**

**DESCRIPTION OF REAL PROPERTY**

The Southwest Quarter (SW1/4) of Section Sixteen (16), Township One North (T1N), Range Eight East of the Black Hills Meridian (R8E BHM), City of Rapid City, as shown by the Plat recorded in Book 9 of Plats on Page 120, excepting therefrom Plum Creek Subdivision and also excepting therefrom Lot H1 as shown by Plat recorded in Book 9 of Highway Plats on Page 50 and amended in Book 10 of Highway Plats on Page 54, in the Office of the Register of Deeds, Pennington County, South Dakota.

And:

Lot Two (2) of Block Three (3) of Plum Creek Subdivision as shown by the Plat recorded in Book 33 of Plats on Page 113 in the Office of the Register of Deeds, Pennington County, South Dakota.