

**FORMAL PROPERTY VALUATION PROTEST
Prairie Hills Mall LLC**

Owner: Prairie Hills Mall LLC
Property: Prairie Hills Mall
Address: 1681 3rd Ave W, Dickinson, ND

Parcel No.: 41-1110-01000-100

Current 2026 Assessed Value: \$14,786,900
Requested Value: \$10,950,000

Difference: \$3,836,900

BASIS FOR PROTEST

Prairie Hills Mall LLC formally protests the 2026 assessed value as exceeding true and full market value.

The property was purchased in an arm's-length transaction on April 24, 2024 for \$9,870,700. This transaction represents the most reliable indicator of market value.

An independent appraisal completed by Dakota Appraisal & Consulting, Ltd., dated March 28, 2024 (effective February 22, 2024), concluded a market value of \$10,950,000 for the improved mall property.

The property is currently in a transition phase and has not reached stabilized income levels that would support the current assessed value.

REQUEST

Applicant respectfully requests that the Board of Equalization adjust the 2026 true and full value of Parcel No. 41-1110-01000-100 to \$10,950,000 to reflect current market value.

Submitted by:
Prairie Hills Mall LLC

By: Aranda LaFortune
Title: General Manager
Date: April 13th, 2026

THIRD AMENDMENT TO SHOPPING CENTER PURCHASE AGREEMENT

THIS THIRD AMENDMENT TO SHOPPING CENTER PURCHASE AGREEMENT (“Amendment”) made this 28th day of March 2024, by **GREAT PLAINS CLINIC MEDICAL ENTERPRISES, LLC**, as Seller, and **CASH FLOW REALTY, LLC**, as Purchaser;

WHEREAS, the parties entered into a certain shopping Center Purchase Agreement dated January 29, 2024, and Amendment to Shopping Center Purchase Agreement dated March 08, 2024, and the Second Amendment to Shopping Center Purchase Agreement dated March 28, 2024, collectively, the (“Agreement”) for the conveyance of, the same being more commonly known as “**Prairie Hills Mall**” of the street address of 1681 3rd Ave. W., Dickinson, ND 58601 (“Property”); and

WHEREAS, the parties are desirous of amending the Agreement as provided herein;

NOW THEREFORE, for mutual and valuable consideration received, the parties agree as follows:

1. The parties acknowledge and agree that the “**Financing Period**” as set forth in Section 1.8 of the Agreement, is hereby changed to be until and including **April 30th, 2024**, with the Purchaser waiving due diligence to the purchase agreement except for the financing contingency. If the Purchaser is unable to secure a loan commitment, the purchaser, by written notice to the Seller, shall have the right to declare this and any Contract of Sale based hereon null and void and receive a refund of any and all Earnest Money that has been deposited.
2. The parties acknowledge and agree that the Purchase Price as set forth in Section 1.13 of the Agreement, hereby changed to at **\$11,400,000** (Eleven Million Four Hundred Thousand Dollars), and the Purchase price split up among different Parcels will be changed as follows.

Lot#	PIN	Address	Legal Description	Acres	Purchase Price
Lot 1	41-1110-01000-100	1681 3RD AVENUE W, Dickinson, ND	PRAIRIE HILLS 1ST 2ND REPLAT L1 B1	22.24	\$ 9,870,700
Lot 5	41-1110-01000-500	436 15TH STREET W, Dickinson, ND	PRAIRIE HILLS 1ST 2ND REPLAT L 5 & 6 LESS S120' B1	0.66	\$ 1,000,000
Lot 7	41-1110-01000-701		PRAIRIE HILLS 1ST 2ND REPLAT L 7 LESS 100' X 135' B 1	1.2	\$ 149,900
Lot 8	41-1110-01000-800		PRAIRIE HILLS 1ST 2ND REPLAT L8 B1	1.01	\$ 176,500
Lot 9	41-1110-01000-900		PRAIRIE HILLS 1ST 2ND REPLAT L9 B1	1.25	\$ 109,000
Lot 10	41-1110-01001-000		PRAIRIE HILLS 1ST 2ND REPLAT L 10 LESS 10' X 14' MDU B 1	1.09	\$ 33,100
Lot 11	41-1110-01001-100		PRAIRIE HILLS 1ST 2ND REPLAT L11 B1	1.13	\$ 60,800
				28.58	\$ 11,400,000

3. The Parties acknowledge and agree that the Purchaser is extending the “**Closing Date**” to be on or before **May 15th, 2024**.
4. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect and unmodified.
5. This Amendment may be executed by PDF signatures, which signature shall be deemed to be originals, and by counterpart signatures, all of which together shall be deemed to be one (1) original.

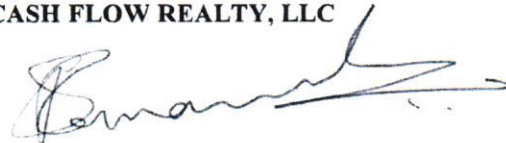
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date above written.

SELLER:
GREAT PLAINS CLINIC MEDICAL ENTERPRISES, LLC



By: Mark Grove
Its: President

PURCHASER:
CASH FLOW REALTY, LLC



By: Ramananandan Sathyamoorthy
Its: Principal

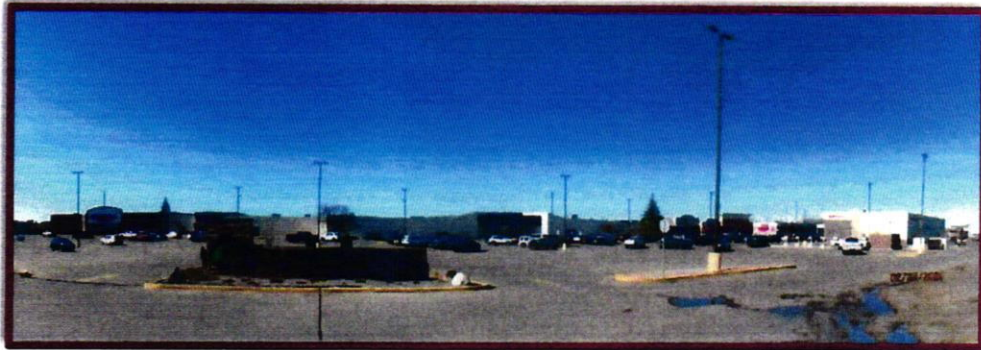
MR. ANDREW HARTMAN
Dakota Community Bank & Trust, N.A.

Appraisal Report

- Leased Fee Market Value Analysis, As Is
Community Shopping Center
"Prairie Hills Mall"
&
- Fee Simple Market Value Analysis
Excess Sites

1681 3rd Ave. W & 436 15th St. W, Dickinson, ND 58601
Owner/Seller: Great Plains Clinic Medical Enterprises, LLC
Borrower/Buyer: Prairie Hills Mall, LLC

Appraisal Inspection/Effective Date: February 22, 2024



Prepared by:
LAURA M. KESSLER
CG-224115

COREY J. KOST, MAI
CG-21378

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Jeni L. Bergquist
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Judah M. Coleman
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Laura M. Kessler
Belinda M. Maher
Kathy J. Shafer

March 28, 2024

Mr. Andrew Hartman
Attn: Appraisal Department
Dakota Community Bank & Trust, N.A.
919 S. 7th St., Suite 101
Bismarck, ND 58504

Re: Appraisal Report

- Leased Fee Market Value Analysis, As Is
"Prairie Hills Mall" Community Shopping Center
and
- Fee Simple Market Value Analysis
Excess Sites

1681 3rd Ave. W & 436 15th St. W, Dickinson, ND 58601
Owner/Seller: Great Plains Clinic Medical Enterprises, LLC
Borrower/Buyer: Prairie Hills Mall, LLC

Dear Mr. Hartman:

This *Appraisal Report* was prepared in accordance with your request to develop an opinion of the above-referenced (a) as is improved property's (Prairie Hills Mall) *leased fee* market value and (b) the excess sites' *fee simple* market values as of the appraisal inspection date of February 22, 2024. A market-recognized leased fee ownership interest exists in the improved property as it is encumbered with 27 contractual lease agreements. The lease with the most extended current term expires at the end of 2031 with another lease having options to extend through June 2050. These contractual lease agreements would have to be assumed if the property were sold. The appraisal's intended use is for mortgage loan financing on behalf of the borrower/buyer by Dakota Community Bank & Trust, N.A., the appraisal's client and only intended user. The appraisal is *not* intended for any other use or user.

The subject property's description, the data and detailed analyses of all factors pertinent to the appraisal request, and all definitions, assumptions, and limiting conditions are detailed in the enclosed report. In particular, your attention is directed to the following important limiting conditions:

1. This letter of transmittal does not represent the fully documented appraisal of the subject real estate. Sole reliance by the reader on the contents of this letter without considering the entire contents of the appraisal report (starts with this letter of transmittal and concludes with page 139) could lead the reader to erroneous conclusions. Therefore, this letter must not be used in place of nor represented as the complete appraisal report.

2. The appraisal was prepared to conform to the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice and the most recent edition of the *Uniform Standards of Professional Appraisal Practice* (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation and should meet the minimum requirements for all federally related transactions. Additionally, the appraisal was prepared in conformance with OCC-12CFR 34, Subpart C; FDIC-12 CFR 323; Title XI of FIRREA; and Dakota Community Bank & Trust, N.A.'s "appraisal engagement requirements" as detailed in the engagement letter. Compliance with the reporting requirements set forth under Standards Rule 2-2(a) of USPAP was intended in completing this Appraisal Report. As such, supporting documentation concerning the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of market value is an integral part of the appraisal and is incorporated into the analysis through reference. The appraisal report's depth of discussion is specific to your needs and your intended use of the appraisal.
3. The valuation analysis pertains only to the contributory value of the real estate. It specifically *excludes* all non-real property items including furniture, fixtures, and equipment (FF&E) and any other personal property, trade fixtures used by the buildings' occupants/users.
4. The appraisal assignment is based on an impartial, unbiased perspective; it is not made to favor a specific cause or any particular party. The undersigned has no present or contemplated future interest in the real estate that is the subject of this analysis and all opinions were developed through the course of accepted analytical procedures. Therefore, neither the employment to make the analysis nor the compensation is contingent on the outcome of the analysis directly related to the appraisal's intended use.
5. The subject properties' concluded market values are based on reasonable exposure time (time needed to market the subject properties preceding the appraisal's effective date) of about one year.

Careful consideration was given to the valuation methods employed and to an accurate analysis of the subject property. The properties are under contract for \$11,500,000, as detailed in the January 24, 2024, "Shopping Center Purchase Agreement". The enclosed appraisal report concluded that a somewhat greater market value is supported by the available market evidence. Based on the results of the appraisal investigation and analysis, the as is improved property's leased fee market value and excess sites' fee simple market values, as of February 22, 2024, are concluded at:

1. Leased Fee - Improved Property:	\$10,950,000
2. Fee Simple - Excess Sites	
• Lots 7, 8, & 9:	625,000
• Lots 10 & 11:	<u>250,000</u>
Subtotal:	<u>875,000</u> *
Cumulative Total:	\$11,825,000 *
*The totals <i>do not</i> represent the properties' collective market values as a single purchase.	

If you have any questions or comments after reading the appraisal report, please inquire. It was a privilege to be of service.

Mr. Andrew Hartman

-3-

March 28, 2024

Respectfully submitted,



Laura M. Kessler

This appraisal was prepared in its entirety by Laura M. Kessler, employee of Dakota Appraisal & Consulting, Ltd. Corey J. Kost, MAI, certifies that he reviewed the appraisal report and agrees with the statements and conclusions of the appraiser, subject to all assumptions and limiting conditions as contained within.



Corey J. Kost, MAI
CG-21378

Prairie Hills Mall – Property Tax Appeal Statement

Prairie Hills Mall respectfully requests a reassessment of the 2026 property valuation to reflect the property's true market value.

The current assessed value of \$14,786,900 represents an increase of over \$1.2 million from the prior year's assessment of \$13,568,500, despite no substantial improvements, redevelopment, or measurable increase in income to support such an increase.

The current assessment also exceeds both the recent arm's-length purchase price of \$9,870,700 (April 2024) and the independent third-party appraisal of \$10,950,000 (February 2024). These are the most reliable indicators of market value and support a materially lower valuation.

While recent leasing activity, including the addition of Hobby Lobby, is a positive development, it has not resulted in a level of stabilized occupancy or income sufficient to justify the current assessed value. The property continues to experience vacancy, tenant turnover, and ongoing leasing challenges that require significant capital investment and reduced rental rates to attract and retain tenants.

Additionally, the mall operates primarily under triple net lease structures, meaning increases in property taxes are passed directly to tenants. Elevated assessments therefore impact tenant retention, leasing activity, and overall property performance.

Prairie Hills Mall was originally constructed in 1978 and requires ongoing capital investment to remain competitive in today's retail environment. Current market conditions for large-format retail properties in similar markets continue to reflect soft demand and downward pressure on rents.

Based on the evidence presented, Prairie Hills Mall respectfully requests that the assessed value be adjusted to align more closely with:

- The recent purchase price of approximately \$9.87 million, or
- The supported appraisal-based value of approximately \$10.95 million

Additional Context

Prairie Hills Mall previously submitted an appeal regarding the prior year's assessment; however, the matter was not brought before the Board. We have made every effort to ensure that all necessary documentation is included with this submission and respectfully request confirmation that the information provided is sufficient for full consideration.

We appreciate the Board's time and consideration and remain available to provide any additional information as needed.

Submitted by:
Aranda LaFortune
General Manager
Prairie Hills Mall
701-895-8400