

**AMENDMENT NO. 1**  
**LAND LEASE**  
**BETWEEN**  
**SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY (SDSTA)**  
**AND**  
**THE UNITED STATES OF AMERICA**

THIS AMENDMENT TO LAND LEASE AGREEMENT (“AMENDMENT”) is entered into as of \_\_\_\_\_, 2017 (the “Amendment Effective Date”) for the modification of the Lease by and between the South Dakota Science and Technology Authority, whose address is 630 E. Summit Street, Lead, SD 57754 and whose interest in the property hereinafter described is that of owner for itself, its successors, and assigns, hereinafter called “Lessor”, and the UNITED STATES OF AMERICA, hereinafter called “the Government” or “Lessee”, acting by through the Department of Energy (“DOE”), under authority and by virtue of the Atomic Energy Act of 1954, Public Law 83-703, and the Department of Energy Organization Act, Public Law 95-91, as amended, with reference to the following facts:

- A. Lessor and Lessee are parties to that certain Lease dated the 29<sup>th</sup> day of March, 2016, (the “Lease”) pursuant to which the DOE leases from Lessor the Premises described in that certain Land Lease.
- B. Lessee desires to lease an additional 1,673 gross square feet in the Building Ross Dry Facility on the main floor and in the basement area.
- C. Lessor has no present need for the additional space and supports the Lessee’s desire for additional space in support of the Long Baseline Neutrino Facility.

**NOW, THEREFORE**, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and DOE agree as follows:

- 1. Paragraph A - Premises of the Lease is hereby amended to add additional space in the Building Ross Dry Facility at the Ross Complex of the Homestake Mine in Lead, SD as described below:
  - a) An area consisting of approximately 24’ x 52’ feet (approximately 1,248 gross square feet) for a total area of 1,648 gross square feet; and,

- b) Basement area of the Ross Dry Building consisting of approximately 425 gross square feet.

After the amendment provided for herein, the total square footage leased within the Ross Dry Building will be 2,073 square feet as depicted in Amendment No. 1 - Exhibit A, attached hereto and made a part hereof.

- 2. Except as expressly amended, modified or changed herein, all of the terms, conditions and covenants of the Lease shall remain in full force and effect, and Lessor and Lessee hereby ratify and reaffirm such terms, conditions and covenants and shall be bound thereby.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to Lease as of the date first written above.

SOUTH DAKOTA SCIENCE AND  
TECHNOLOGY AUTHORITY

UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Michael Weis

Title: Fermi Site Office Manager

Date: \_\_\_\_\_

CORPORATE CERTIFICATE

I, Casey C. Peterson, certify that I am the Chairman of the Board of the South Dakota Science and Technology Authority, a body corporate and politic, named as Lessor in the attached Amendment No. 1 to Land Lease; that I duly signed said lease on behalf of the Lessor, by authority of its governing body, and is within the scope of its powers.

In certification thereof, I have hereunto affixed my hand this \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Casey C. Peterson, Board Chairman  
South Dakota Science and Technology Authority

None  
(SEAL)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public in and for the State of South Dakota

My commission expires: \_\_\_\_\_.  
(Date)

AMENDMENT NO. 1 - EXHIBIT A

