

ADDENDUM TO  
FACILITY AND LAND USE AGREEMENT

SDSTA PROPERTY

This Addendum is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the South Dakota Science and Technology Authority (“SDTSA”), 630 E. Summit Street, Lead, SD, 57754 (“SDSTA”) and Kiewit Alberici Joint Venture, 8510 W. Higgins Rd., Suite 400, Chicago, IL (“KAJV”).

RECITALS

A. The parties hereto executed a Facility and Land Use Agreement dated December 18, 2018, relating to certain real estate owned by SDSTA (the “SDSTA LUA”), which agreement is still in effect.

B. The property covered by the SDSTA LUA, as originally written, is described on Exhibit A to the original SDSTA LUA.

C. KAJV, at the direction of FRA and under the terms of the Fermilab Subcontract, intends to or has contracted with Timberline Helicopters, Inc., of Sandpoint, Idaho (“Timberline”) for the purpose of aerial application of a dust control product to excavated rock previously transported by the TRCS to the Open Cut (the “Timberline SOW”).

D. Timberline requires access to certain landing and staging areas, as well as access to water for the purpose of preparing the dust control product for application.

E. The SDSTA LUA authorizes the SDSTA Representative to approve changes to Exhibit A to the SDSTA LUA.

F. The parties desire to enact a temporary modification to Exhibit A to the SDSTA LUA in order to facilitate the performance of the Timberline SOW.

AGREEMENT

For and in consideration of the foregoing Recitals, which are hereby made a substantive part hereof, and in further consideration of the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties AGREE as follows:

1. Exhibit A to the SDSTA LUA is hereby temporarily supplemented by the addition of certain other SDSTA-owned property as shown on Exhibit A-1, attached hereto and incorporated herein by this reference. The SDSTA-owned property shown on Exhibit A-1 is hereby deemed a part of the SDSTA TRCS Use Area as that term is used in the SDSTA LUA.

2. Anything in the SDSTA LUA to the contrary notwithstanding, the grant of access provided by this Addendum shall commence as of the date of execution of this Addendum by this party and continue for the duration of one mobilization for the Timberline SOW, but in any event shall terminate no later than September 15, 2022. The SDSTA Representative may extend the grant of access provided by this Addendum, but only upon such terms and conditions as the SDSTA Representative may require, and only if such extension is evidenced by a writing signed by the SDSTA Representative.

3. In addition to the terms, covenants, and conditions of the SDSTA LUA, the following additional conditions shall apply to the Timberline SOW:

(a). Timberline shall throughout the performance of the Timberline SOW maintain in full force and effect, with companies reasonably acceptable to SDSTA, the following insurance coverages:

(i) Automobile liability with limits (including excess limits) of not less than \$3,000,000.00 per occurrence and \$3,000,000.00 aggregate;

(ii) Workers compensation;

(iii) Employer's liability insurance with limits (including excess limits) of not less than \$3,000,000.00 per occurrence and \$3,000,000.00 aggregate;

(iv) Environmental pollution liability insurance with limits of not less than \$10,000,000.00 per occurrence and \$10,000,000.00 aggregate;

(v) Aircraft liability and aviation commercial general liability insurance with limits of not less than \$25,000,000.00 per occurrence and \$25,000,000.00 aggregate.

The policies evidencing the foregoing coverages (except the workers compensation and employers liability coverages) shall be primary and non-contributory, shall include a waiver of subrogation against, and shall include as additional insureds the SDSTA and its officers, directors, employees, agents, representatives, and consultants; the State of South Dakota; Barrick Gold Corporation, Homestake Mining Company of California, and each of their affiliates and their invitees, visitors, contractors, directors, officers, employees, agents, and consultants.

(b). Prior to the transportation of any tackifier or related materials onto SDSTA-owned property, Timberline shall provide a safety data sheet for SDSTA's review and consent (acting reasonably).

(c). KAJV shall support FRA in conducting a public information meeting at least five (5) days prior to the commencement of Timberline applying the dust control solution to rock in the Open Cut.

(d). No aircraft may be hangered or otherwise stored on SDSTA-owned property; aircraft will land temporarily only as required for a pre-flight safety meeting, staging, and refilling of the mechanism used for application of the dust control solution.

(e). KAJV shall be responsible to immediately remediate any spills, overspray, or other incidents that result in dust control solution or any contaminants of any sort being deposited anywhere other than within into the Open Cut as described by Timberline's final approved work plan.

(f). Prior to the commencement of operations, KAJV shall provide a copy of Timberline's "go/no-go" criteria to SDSTA.

3. Except as specifically modified hereby, the terms, covenants, and conditions of the SDSTA LUA shall remain in full force and effect and shall apply the SDSTA TRCS Use Area as a supplement by Exhibit A-1.

4. Terms used but not defined herein shall have the meaning assigned to them in the SDSTA LUA.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

South Dakota Science and Technology  
Authority

Kiewit Alberici Joint Venture

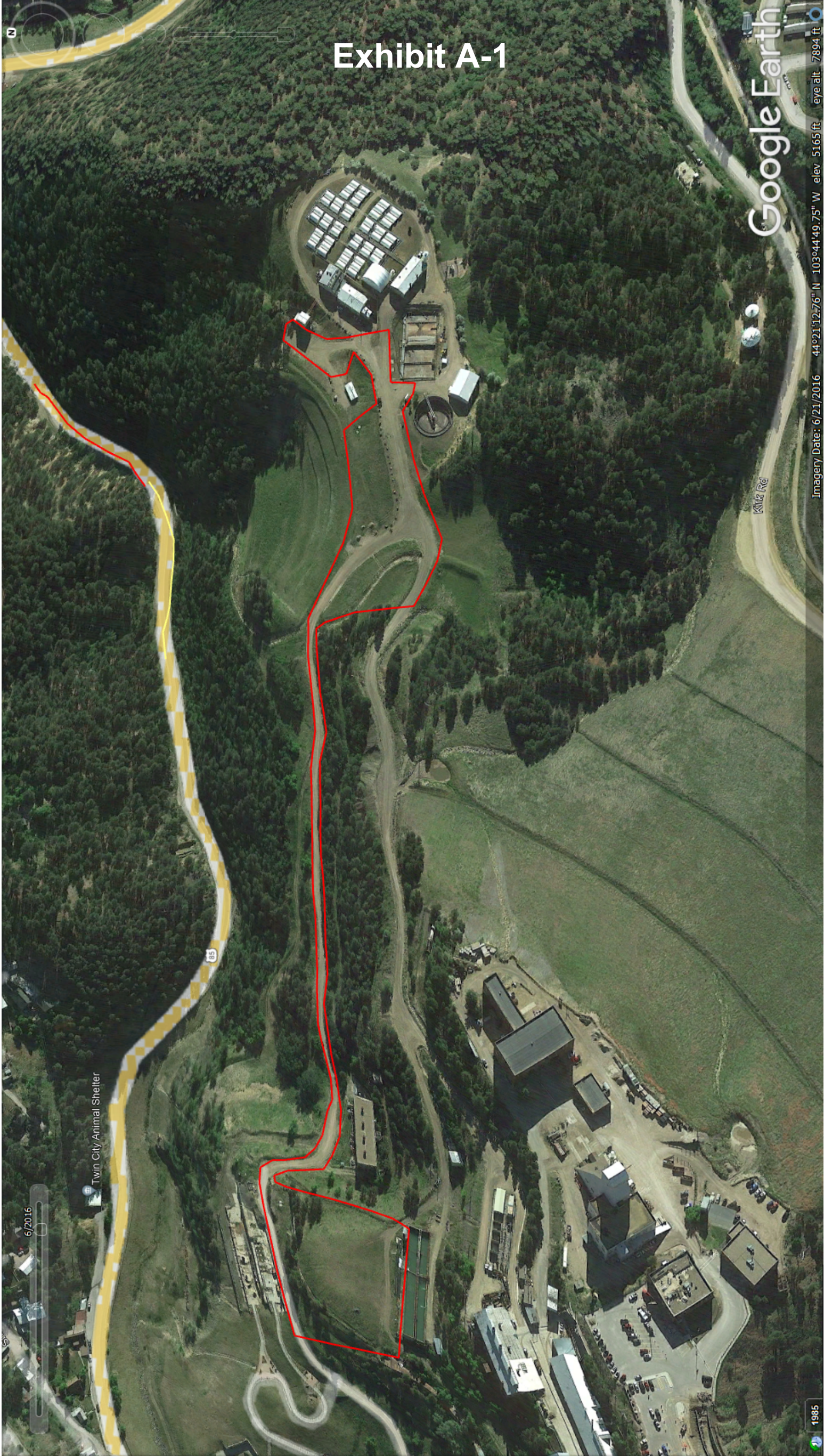
By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_





Date: 7/12/2022

Fermi LBNF

Notes:

Revised Easement Area 6.44 Acres

Area shown is in addition to any existing area