

CATERPILLAR DRAFT 1-5-20

AMENDMENT 01 TO LAND LEASE AGREEMENT

This Amendment 01 to Land Lease Agreement (this "Amendment"), is made as of _____, 2021, by and between South Dakota Science and Technology Authority, a body corporate and politic created by South Dakota Codified Laws ("SDCL") Ch. 1-16H ("Lessor"), and Caterpillar Global Mining LLC, a Delaware limited liability company ("Lessee").

RECITALS:

WHEREAS, Lessor and Lessee are parties to that certain Land Lease Agreement dated September 15, 2020 (the "Lease"), pursuant to which Lessee leases the Leased Premises located at 630 E. Summit Street in Lead, South Dakota from Lessor; and

WHEREAS, Lessor and Lessee desire to enter into this Amendment for the purpose of revising the first years' rent payment amount, and otherwise amending the Lease as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

AGREEMENT:

1. **Recitals; Defined Terms.** The above recitals are true and correct and are agreed to by Lessor and Lessee as if such recitals were fully set forth herein. All undefined capitalized terms in this Amendment shall have the same meaning as such terms have in the Lease, unless otherwise noted herein.

2. **Amendments.**

a. Section 4 of the Lease, *Consideration*, is hereby amended to add the following:

"In consideration of Lessee providing additional equipment for the Leased Site beyond the scope of the Minetec equipment identified in Section 6.5 of the Lease (the "Additional Equipment"), Lessor is hereby reducing the Base Rent for the Leased Site by One Hundred Thousand and 00/100 Dollars (\$100,000.00) for the first year of the Lease. The parties acknowledge and agree that a balance of Fifty Thousand and 00/100 Dollars (\$50,000.00) is due for the 2021 Base Rent, and the Base Rent for all subsequent years of the Lease Term will be One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00). The Additional Equipment to be provided by Lessee is shown on Exhibit A attached hereto in those areas in yellow and designated as Additional Scope. Such Additional Equipment shall remain at the Leased Site upon the expiration or termination of the Lease at no additional charge to either party."

b. The parties hereby agree that all references in the Lease to "Minetec hardware", "Minetec equipment", "Minetec underground tracking system", "Minetec systems", or "Minetec technology equipment" shall hereafter be referred to as "Caterpillar personnel tracking devices".

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3. Miscellaneous Provisions.

- a. Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Amendment. The Lease, together with this Amendment, contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.
- b. Lessee Representations and Warranties. Lessee hereby represents and warrants to Lessor that: (i) Lessee is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, (ii) this Amendment has been duly authorized, executed, and delivered by Lessee, and (iii) this Amendment is binding in all respects on Lessee.
- c. Lessor Representations and Warranties. Lessor hereby represents and warrants to Lessee that: (i) Lessor is a body corporate and politic created by South Dakota Codified Laws (“SDCL”) Ch. 1-16H duly organized, validly existing, and in good standing under the laws of the State of South Dakota, (ii) this Amendment has been duly authorized, executed, and delivered by Lessor, and (iii) this Amendment is binding in all respects on the Lessor.
- d. Counterparts. This Amendment may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Ratification of Lease. All terms and conditions of the Lease as hereby amended are ratified and reaffirmed in their entirety. Except as hereby amended, the Lease shall remain unchanged in full force and effect. If there is any conflict between the terms of the Lease and the terms of this Amendment, this Amendment shall control.
- f. Data Privacy. During the Amendment negotiation process, Lessee may collect contact information. Any contact information collected may be used for Lessee’s property management activities and is stored in a secure database. This could include name, address, phone, email and other pertinent information that Lessor has provided. For more information about Lessee’s Data Privacy Statement, go to <http://www.caterpillar.com/dataprivacy>.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be duly executed as of the day and year first above written.

Lessor:
SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY

Lessee:
CATERPILLAR GLOBAL MINING LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

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EXHIBIT A

Additional Equipment

Yates Shaft		
Level	Power	Fiber
Tramway		
800		
1100		
1700	X	X
1850		
2300		
2600		
2750		
2900		
3050		
3200		
3350		
3500		
3650		
3800		
3950		
4100	X	X
4850	X	X

Ross Shaft		
Level	Power	Fiber
Tramway	X	
300	X	
800	X	
1250	X	
1400		
1550	X	
1700	X	
1850		
2000	X	X
2150		
2300		
2450	X	X
2600	X	X
2750		
2900		
3050		
3200		
3350		
3500		
3650	X	X
3800		
3950		
4100	X	X
4250	X	
4400		
4550	X	X
4700		
4850	X	X
5000	X	X

Original Scope
Additional Scope
Out of Scope