

**ADDENDUM TO LEASE AGREEMENT
RESEARCH and TECHNOLOGY CENTER**

THIS ADDENDUM TO LEASE AGREEMENT is made and entered into by and between the City of Brookings, South Dakota, a municipal corporation (hereinafter referred to as “Lessor”), and RTI, LLC, a South Dakota limited liability company (hereinafter referred to as “Lessee”). Lessor and Lessee may each also be referred to as a “Party” or collectively, “Parties” to this Agreement. This addendum is intended to: (a) increase the leased space of the current lease dated February 27, 2023; and (b) revise the Lessee’s rent, with all other terms of the Lease Agreement dated February 27, 2023 to remain in full force and effect.

WITNESSETH

Whereas the South Dakota Codified Laws § 9-12-5.1 and 5.2 authorize municipal governments to lease municipally-owned property; and

Whereas the above-named Lessee has expressed a desire to amend its lease of said property hereinafter described in accordance with the terms and conditions set forth herein; and

Whereas the City of Brookings published a Notice of public hearing on April 14, 2023 in the Brookings Register;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, the Parties do hereby agree that the following sections of the lease agreement dated February 27, 2023 are amended as follows:

SECTION 1 – DESCRIPTION OF PREMISES

1. Description of Premises: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property, which is illustrated in Attachment A:

801 32nd Avenue, Suite 100, Brookings, South Dakota which contains the following unit:

Unit 4 containing approximately 1,017 square feet

SECTION 3 – ANNUAL CASH RENT

3. Monthly Cash Rent: The rent payable from Lessee shall be adjusted according to the amended square footage as described in Section 1. Description of Premises, above. The rate per square foot shall remain the same as described in Section 3. Annual Cash Rent of the Lease Agreement dated February 27, 2023 for Units 1, 2, and 3.

Lessee agrees to pay Lessor at a rate of Four (\$4.00) Dollars per square foot for Unit 4, based upon the occupancy of 1,017 square feet, for the total annual sum of Four Thousand Sixty-Eight Dollars (\$4,068) to be payable in equal monthly installments of Three Hundred Thirty-Nine Dollars (\$339).

REMAINING SECTIONS OF LEASE SHALL CONTINUE UNMODIFIED.

Sections 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of the Lease Agreement between the parties commencing February 27, 2023 shall remain in full force and effect.

The effective date of the Addendum to Lease Agreement shall be May 1, 2023.

IN WITNESS WHEREOF, the Lessee and Lessor hereby execute this Agreement as of the 25th day of April, 2023.

LESSEE

RTI, LLC

Christopher Chase

LESSOR

CITY OF BROOKINGS, SD

Paul Briseno, City Manager

ATTEST:

Bonnie Foster, City Clerk