

When recorded mail to:

**Pinal County Public Works
P.O Box 727
Florence, AZ 85232**

(The above space reserved for recording information)

Lease Agreement

DOCUMENT TITLE

The following document is being presented for recordation:

Lease Agreement between Pinal County (Lessor) and New Cingular Wireless PCS, LLC, a Delaware limited liability company (Lessee) located in the northwest quarter of Section 32, Township 1 South, Range 13 East of the Gila and Salt River Meridian, Pinal County, Arizona.

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE PINAL COUNTY RECORDER'S OFFICE.

COMMUNICATIONS SITE LEASE AND SUBLEASE

This Communications Site Lease and Sublease ("Lease") is entered into as of the Effective Date by and between Lessor/Sublessor ("Lessor") and Lessee/Sublessee ("Lessee"), as identified below.

SUMMARY OF BUSINESS TERMS

| | | |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lessor/Sublessor ("Lessor") | Pinal County, a political subdivision of the State of Arizona | |
| Lessee/Sublessee ("Lessee") | New Cingular Wireless PCS, LLC, a Delaware limited liability company | |
| Effective Date | December 21, 2022 | |
| Initial Term; Extension Terms | Ten (10) years (" <u>Initial Term</u> "), plus three (3) automatic extensions of five (5) years each (" <u>Extension Terms</u> ") (collectively the " <u>Term</u> ") | |
| Rent | \$2,400.00 per month, commencing on the Rent commencement date | |
| Rent Increase | Two percent (2%) every year after the Rent commencement date | |
| Lessor Notice Address | Pinal County Real Property, P.O. Box 727, Florence, AZ 85132 E-mail: pwrealproperty.sharedmailbox@pinal.gov | |
| Lessee Notice Address | New Cingular Wireless PCS, LLC Attn: TAG-LA Re: AZL03580; FA#10585021 (AZ) 1025 Lenox Park Blvd. NE, 3 rd Floor Atlanta, GA 30319 E-mail: TowerNotices@list.att.com | With a copy to: New Cingular Wireless PCS, LLC Attn: AT&T Legal Dept. - Network Operations Re: AZL03580; FA#10585021 (AZ) 208 S. Akard Street Dallas, TX 75202-4206 E-mail: TowerNotices@list.att.com |

1. GRANT OF SUBLEASE AND LEASE. Lessor leases a portion of property owned by Resolution Copper Mining, LLC, described in Exhibit 1. Lessor hereby grants Lessee a sublease of a portion of that property so that Lessee may occupy and utilize the same for the purposes set forth herein. In addition, Lessor hereby grants Lessee a lease of a portion of the Lessor-owned tower on said property, all as described on Exhibit 1 ("Leased Site"). The sublease of the land and the lease of a portion of the tower will be referred to jointly as the "Lease", and Pinal County will be referred to as "Lessor", and New Cingular Wireless as "Lessee" despite the technical relationship of the parties being that of sublessor and sublessee with respect to the portion of property owned by Resolution Copper Mining, LLC and leased to Pinal County. Lessee may use the Leased Site for the transmission and reception of communications signals, and the installation, maintenance, repair, replacement, modification, upgrade, removal, and operation of communications equipment and related improvements solely for implementation of the Nationwide Public Safety Broadband Network ("FirstNet"), and not for commercial purposes ("Equipment") as shown on Exhibit 1. All Equipment and any other property to be installed by Lessee and located on the Leased Site shall be illustrated on drawings and schematics (including the above ground level elevation of the antennas and dishes on the tower) and on a separate list identifying the same, which shall be included as a part of Exhibit 1. In the event drawings and schematics for the installation of Lessee's Equipment and a separate list of all Lessee-owned equipment and property to be located on the Leased Site are not attached at Exhibit 1 as

of the Effective Date, this Lease shall not become effective until such time as the parties agree on the inclusion of the same in writing, which shall then be attached as an addendum to Exhibit 1. The installation of any Equipment or other property on the Leased Site by Lessee not shown on Exhibit 1, or on any addendum hereto, or which is not in accordance with the location, type, number, or size as reflected thereon shall require the written approval of Lessor prior to installation, which shall be reflected by way of an amendment to this Lease. Lessee and its agents shall have access twenty-four (24) hours per day, seven (7) days per week to the Leased Site, subject to the terms and conditions of Lessor's prime lease with, and the consent of, Resolution Copper Mining, LLC; a copy of the prime lease is attached hereto as Exhibit 2.

2. TERM. This Lease shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for the Initial Term and shall automatically extend for the Extension Terms (collectively the "Term") unless Lessor or Lessee terminates this Lease at any time during the Initial Term or any Extension Terms as provided in Sections 10 or 11 below. Notwithstanding the foregoing, this Lease will terminate upon the expiration or termination of Lessor's prime lease with Resolution Copper Mining, LLC, or as otherwise provided for herein.

3. RENT. Rent will commence on the date Lessee starts installation of the Equipment on the Leased Site or ninety (90) days after the Effective Date, whichever is sooner, and Lessee shall make the first payment of the Rent within ninety (90) days after the parties acknowledge in writing the Rent

commencement date. In partial months occurring after the Rent commencement date, Rent will be prorated. Thereafter, Rent shall be paid annually on or before the anniversary of the Rent commencement date. Rent increases by the Rent Increase amount described above. In the event Lessee does not begin installation of the Equipment within 365 days of the Effective Date, Lessor may terminate the Lease upon 30 days' written notice to Lessee with no further obligation. Lessor's failure to submit an invoice shall not be construed as a waiver of its right to receive payment hereunder. Notwithstanding the foregoing, Lessor reserves the right to renegotiate the monthly Rent amount or to terminate this Lease in the event Resolution Copper Mining, LLC increases the rent payable to it by Lessor under the prime lease by an amount greater than 5% of the Rent as a result of this Lease, or as a condition to providing its consent hereto.

4. LESSEE OBLIGATIONS; INTERFERENCE. At its own expense, Lessee shall erect, install, repair and maintain its Equipment in safe condition and good repair in accordance with the requirements and specifications of all applicable laws, rules and regulations in effect on the Effective Date. Lessee shall ensure that its employees and agents which perform work in furtherance of this Lease are adequately trained and skilled to perform the work as required by this Lease. Lessee will operate its Equipment in compliance with all FCC regulations regarding radio frequency interference with the radio signal transmissions of Lessor and other third parties in or upon the Leased Site, which transmissions are operated in compliance with all applicable laws, rules and regulations. The installation, maintenance and operation of the Equipment will not interfere with the equipment installed by Lessor and the Arizona Department of Public Safety ("Public Safety Equipment") at the Leased Site, as long as the Public Safety Equipment and Lessor's equipment is operating within its licensed radio frequencies, in accordance with all applicable laws and regulations, and in accordance with the manufacturer's specifications. In the event Lessee's Equipment causes harmful interference (as defined by the Federal Communications Commission) with the Public Safety Equipment, or with any equipment installed by Lessor, Lessee will promptly cease operating the Equipment suspected of causing such interference after receipt of notice at Lessee's NOC at 800-832-6662 (except for intermittent testing to determine the cause of such interference) until Lessee is able to resolve the interference. If Lessee is unable to resolve the interference through intermittent testing and modifications within six (6) months after receiving notice of interference, Lessee and Lessor shall each have the right to terminate this Lease upon written notice.

5. LESSOR OPERATIONS. Lessor will not, nor will Lessor permit its employees, tenants, licensees, invitees or agents to cause physical or radio frequency interference with Lessee's Equipment as identified at Exhibit 1, or any amendment or addendum thereto, as long as the Equipment is operating within its licensed radio frequencies, in accordance with all applicable laws and regulations, and in accordance with the manufacturer's specifications. In the event Lessor's

equipment causes harmful interference (as defined by the Federal Communications Commission) with the Equipment, Lessor will promptly cease operating the equipment suspected of causing such interference after receipt of notice as provided for herein until Lessor is able to resolve the interference. If Lessor is unable to resolve the interference through intermittent testing and modifications within six (6) months after receiving notice of interference, Lessee and Lessor shall each have the right to terminate this Lease upon written notice.

6. INSURANCE. Lessee shall at its sole expense maintain the following insurance coverage and limits during the Term of this Lease. Workers' Compensation and Employer's Liability insurance, as required by statute, with Employer's Liability limits of \$1M each accident, \$1M by disease policy limits, and \$1M by disease each employee. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or equivalent, with limits of \$2,000,000 General Aggregate, \$1,000,000 Each Occurrence, \$1,000,000 Each Occurrence - Personal Injury and Advertising Injury, and \$2,000,000 Products/Completed Operations Aggregate. Business Automobile Liability insurance of \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles, and Special Form property coverage or self-insurance for on-premises business equipment. Lessee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Lessee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced.

7. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS LEASE TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH OTHER PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, EXCEPT THAT THE EXPRESS INDEMNIFICATION OBLIGATIONS MADE BY THE PARTIES IN SECTION 8 OF THIS LEASE SHALL STILL APPLY.

8. INDEMNIFICATION. To the extent permitted by applicable laws, each party shall indemnify and defend the other from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that the indemnified party may incur, asserted by third parties against the indemnified party by reason of the indemnifying party's negligence, willful misconduct or breach of the terms of this Lease, including acts or omissions

by the indemnifying party's agents, contractors, or subcontractors, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of the indemnified party or by the indemnified party's agents, contractors, or subcontractors.

9. DEFAULT AND REMEDIES. It shall be a default under this Lease if a party fails to perform any material term or condition of this Lease where such failure continues for a period of more than sixty (60) days after receipt of written notice from the other party of a detailed description of such failure to perform. Notwithstanding the foregoing, no default will be deemed to exist if a party has commenced to cure the alleged failure to perform within such sixty (60) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the party against whom the failure to perform has been alleged. If a party does not cure its default as allowed herein, the party not in default may thereafter elect to pursue any rights or remedies available at law or in equity.

10. EARLY TERMINATION BY LESSEE. Lessee may terminate this Lease if Lessee has a commercially reasonable basis for the termination, by providing a written notice of termination that will be effective upon the later of (i) six (6) months following written notice to Lessor and (ii) the date of removal of the Equipment. In the event Lessee exercises this early termination option, Lessee shall pay Lessor an early termination fee equal to six months' Rent, in addition to any accruing Rent due hereunder.

11. EARLY TERMINATION BY LESSOR. Lessee understands that Lessor may contemplate relocating the tower, or may otherwise wish to terminate this Lease as a matter of discretion, and Lessee further understands Lessor is a governmental agency whose primary function is to accommodate governmental uses at the Leased Site. Accordingly, if Lessor has a reasonable commercial or public interest basis for the termination, upon written notice to Lessee at any time during the Term (including during the Initial Term or any Extension Terms), Lessor will have the right to terminate this Lease, but Lessor will provide Lessee with as much advance notice as is feasible under the circumstances and in no event later than twelve (12) months prior to the termination date to allow Lessee to secure real estate rights and land use entitlements for a replacement site. If Lessor intends to relocate its wireless communications equipment to a different site, Lessor agrees to include in the notice of termination information about the potential for Lessee to relocate Lessee's Equipment to Lessor's new site and information about the potential for Lessee to purchase the existing tower through Lessor's lawful procurement process.

12. CASUALTY. In the event of damage to Leased Site caused by Lessor that is reasonably expected to disrupt Lessee's operations for more than thirty (30) days, Rent shall abate as of the date of damage until such time as the Leased Site is restored and the Equipment is returned to full operation, or Lessee may terminate the Lease effective upon

the later of (i) thirty (30) days' following written notice to Lessor and (ii) the date of removal of the Equipment.

13. MISCELLANEOUS.

13.1. Notices. All notices, requests and demands hereunder will be given by first class certified mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, or electronic mail, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Lessor Notice Address and Lessee Notice Address above, as appropriate. Any party may change its address or other contact information by giving written notice of such change to the other. In the event notice is returned undelivered, the party providing notice shall make a good faith effort to provide actual notice to the recipient by other means before notice shall become effective.

13.2. Governing Law. Both Parties shall comply with all applicable laws and regulations. The laws of the state of Arizona will govern all questions with respect to this Lease. Lessee shall, in respect to the condition of the Leased Site and at Lessee's sole cost and expense, comply with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulation, and restrictions of record, permits, building codes now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) relating to Lessee's use of the Leased Site.

13.3. Survival. The terms and conditions of this Lease that by their nature require performance by either party after the termination or expiration of this Lease shall be and remain enforceable notwithstanding such termination or expiration of this Lease for any reason whatsoever.

13.4. Entire Agreement; Amendments. This Lease embodies the entire agreement between Lessor and Lessee with respect to the subject matter of this Lease and supersedes all prior and contemporaneous understandings, oral or written, with respect thereto. Each party acknowledges that the other party has not made any representations other than those contained herein. This Lease may not be amended or modified orally, but only by a document signed by the Parties.

13.5. Dispute Resolution. The parties will attempt in good faith to resolve any dispute under this Lease through face-to-face negotiations before resorting to other available remedies. If the matter has not been resolved within thirty (30) days of the first face-to-face negotiation session, the parties agree that the dispute (other than a request for injunctive relief or claims relating to interference) will be resolved through final and binding arbitration, which shall be the exclusive remedy. The arbitration shall be conducted in accordance with the Rules and Procedures of the American Arbitration Association (if the parties have not agreed to use a different arbitration process), and shall be conducted by an arbitrator mutually agreed upon by the parties. The arbitration shall be held in Pinal County. The arbitration award shall be supported by law and substantial evidence and judgment upon the award rendered by the arbitrator may be entered by any court having

jurisdiction thereof. Nothing in this paragraph, however, shall preclude the parties from seeking injunctive relief at any time before any court, tribunal or regulatory agency having jurisdiction.

13.6. **Waiver; Severability.** No provision of this Lease may be waived except in a writing signed by both parties. The failure of either party to insist on the strict enforcement of any provision of this Lease shall not constitute a waiver of any provision. If any portion of this Lease is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

13.7. **Execution in Counterparts.** This Lease may be executed electronically through a verified signature platform, or in multiple counterparts including facsimile or scanned and emailed counterparts, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

13.8. **Cancellation.** This Lease is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

13.9. **Exhibits Incorporated by Reference.** All exhibits attached to this Lease are incorporated herein by this reference.

14. **PERMITS, AUTHORIZATIONS AND LICENSES.** Lessee shall be solely responsible for obtaining, at its own expense, all permits, authorizations and licenses associated with its occupancy of the Leased Site and utilization of Equipment thereon.

15. **UTILITIES.** Lessee shall provide and pay for all electricity and other utilities it uses. Lessee acknowledges and understands that Lessor will not provide any utility services to Lessee under this Lease.

16. **TAXES.** Lessee shall have the responsibility to pay any personal property or other taxes, fees or other monetary obligations imposed by the State or any other governmental entity owed in relation to the Equipment or Lessor's use of the Leased Site.

17. **REMOVAL OF EQUIPMENT AT END OF TERM.** Lessee shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Lease, remove its Equipment and restore the Leased Site to its original condition. Lessor agrees and acknowledges that the Equipment shall remain the personal property of Lessee and Lessee shall have the right to remove the same during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Lessee to remain on the Leased Site after termination of this Lease, Lessee shall pay Rent at the then existing monthly rate until such time as the removal of Lessee's fixtures and all personal property, including the Equipment, are completed.

18. **HOLDOVER.** Lessee has no right to retain possession of the Leased Site or any part thereof beyond the expiration of that removal period set forth in Paragraph 17, above, unless

Lessor and Lessee are negotiating a new lease or lease extension in good faith. In the event that Lessor and Lessee are not in the process of negotiating a new lease or lease extension in good faith, Lessee holds over in violation of Paragraph 17 and this Paragraph 18, then the Rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 17 shall equal the Rent applicable during the month immediately preceding such expiration or earlier termination.

16. **ENVIRONMENTAL.** In addition to its general obligations of compliance set forth in paragraph 13.2, Lessee shall comply with all federal, state and local statutes, rules, regulations, ordinances, permit conditions and orders relating to environmental protection or remediation applicable to its specific use or occupancy of the Leased Site including but not limited to those adopted pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq. (RCRA); Clean Air Act, as amended, 42 U.S.C. 7401 et seq. (CAA); Clean Water Act, as amended, 33 U.S.C. 1251 et seq. (CWA); and the Comprehensive Environmental Response Compensation and Liability Act, as amended, 42 U.S.C. 9601 et seq. (CERCLA). Lessee shall provide Lessor with a list and Safety Data Sheet for all hazardous substances, as defined by 42 U.S.C. 9601, as amended, ("Hazardous Substances"), which Lessee, its employees, contractors, or agents bring on the Leased Site in quantities and in form that subject it to regulation under the hazardous communication standards set forth at 29 CFR § 1910.1200, as amended. Lessee shall promptly report to Lessor any release of Hazardous Substances on the Leased Site.

17. **NO SUBLETTING.** Lessee agrees not to sublet or assign this Lease or any part of this Lease without the prior written consent of Lessor. Lessor is not under a duty to agree to a subletting or an assignment, and may withhold consent for any reason or no reason.

18. **COMPLIANCE WITH A.R.S. § 35-394.** Lessee is not currently using, and agrees for the duration of this Lease to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. Lessee further acknowledges and agrees that (1) if Lessee becomes aware during the term of this Lease that it is not in compliance with this certification that Lessee will notify Lessor within five (5) business days after becoming aware of the noncompliance; and (2) if Lessee does not provide Lessor with a written certification that Lessee has remedied the noncompliance within one hundred eighty (180) days after giving notice thereof, the same shall constitute a material breach of this Lease, which shall then terminate automatically, except that if the Lease termination date occurs before the end of the remedy period, this Lease terminates on the Lease's termination date.

19. **COMPLIANCE WITH A.R.S. § 35-393.01.** Lessee certifies that it is not currently engaged in, and agrees for the

duration of this Lease to not engage in, a boycott of Israel pursuant to A.R.S §35-393.01(A). Further, that a breach of this certification shall constitute a material breach of this Lease that is subject to penalties up to and including termination of this Lease.

20. **AGREEMENT SUBJECT TO CONSENT OF RESOLUTION COPPER MINING, LLC.** Lessee understands and acknowledges that Lessor's authority to enter into this Lease is subject to the consent of Resolution Copper

Mining, LLC, as set forth at Paragraph 16 of the prime lease attached at Exhibit 2. In the event such consent is withheld, or if Lessor does not agree to any additional terms imposed by Resolution Copper Mining, LLC as a condition of providing its consent to this Lease, or if Lessee does not agree to any terms imposed by Resolution Copper Mining, LLC related to rent, access or Lessee's use of the electricity facilities on the property, this Lease shall be considered void.

IN WITNESS WHEREOF, the parties hereto, have executed this Lease Agreement as of the day and year set forth below.

"Lessor"

PINAL COUNTY, a political subdivision of the State of Arizona

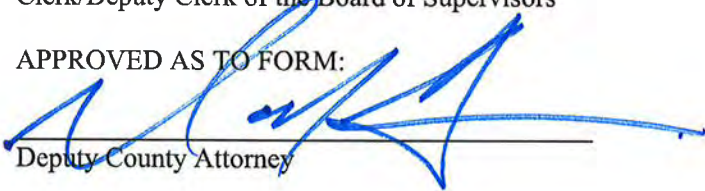
By: _____
Chair of the Board of Supervisors

Dated: _____

ATTEST:

Clerk/Deputy Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Deputy County Attorney

“Lessee”

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: Len F. Dalton

Name: Len Dalton

Title: Director - Desert Southwest Market,
Access, Construction & Engineering

Dated: 12/7/22

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

THIS INSTRUMENT was acknowledged before me this 7th day of December, 2022, by Len Dalton for AT&T Mobility Corporation.

Krizia Quintana
Notary Public

03/31/2025
My Commission Expires



EXHIBIT 1
LEASED SITE

Leased Site location:

That portion of the Northwest Quarter of Section 32, Township 1 South, Range 13 East of the Gila and Salt River Meridian, Pinal County, Arizona, described as follows:

Commencing at a found chiseled "+" on a rock with 1 chiseled notch on the south and 5 chiseled notches on the east, accepted as the witness corner to the northwest corner of said Section 32, lying on the north line of said Northwest Quarter, from which a found chiseled "+" with a chiseled "1/4" on a rock, accepted as the north quarter corner of said Section 32 bears North 89°50'19" East, 1519.45 feet:

Thence South 68°04'56" West, 1066.04 feet to the **Point of Beginning**;

Thence South 13°59'42" East, 16.17 feet;

Thence South 04°42'50" West, 25.19 feet;

Thence North 85°17'10" West, 29.01 feet;

Thence North 13°59'42" West, 30.72 feet;

Thence North 76°00'18" East, 35.66 feet to the **Point of Beginning**;

Containing 1,199 square feet or 0.028 acres, more or less.



Leased Site structure identification: Structure Latitude and Longitude (approx.): 33.3055789 N, -111.07106417 W

Description and location of tower and ground equipment: See attached drawings (6 pages) dated 11/22/22:

- Six (6) panel antennas eight (8) feet tall, with the centerline at thirty-two (32) feet AGL, plus cables.
- One (1) microwave dish six (6) feet in diameter with the centerline at twenty-one (21) feet AGL, plus cables.
- Three (3) Remote Radio Units, plus cables and accessories
- One (1) GPS antenna
- One (1) walk-up equipment cabinet for radio equipment and one (1) generator, on concrete pads
- Ground space equipment compound: 17' x 5'
- Ancillary cables, equipment and improvements as shown on attached drawings



1355 W. UNIVERSITY DRIVE
 MESA, AZ 85201-5419

**BECHTEL INFRASTRUCTURE
 AND POWER CORPORATION**
 4030 E. GARDEN, SUITE 101-E
 MESA, AZ 85204
 PHONE: (602) 352-3260



PROJECT: NEW SITE BUILD
 SITE NO.: AZL03580
 SITE NAME: RESOLUTION COPPER MINE
 FA CODE: 10585021
 USID: 231829
 47206 MAGMA MINE SHAFT RD.
 SUPERIOR, AZ 85173

| | | | |
|----------|-------------------------------|-----|----|
| 11/22/22 | CLIENT SITE CHANGES | 6.0 | TB |
| 09/28/22 | CLIENT SITE CHANGES (UPPER #) | 6.0 | TB |
| 09/16/22 | CLIENT SITE CHANGES | 6.0 | TB |
| 03/23/22 | ZONING COMMENTS | 6.0 | TB |
| 03/22/22 | RRPS UPDATE | 6.0 | TB |
| 02/23/22 | CLIENT COMMENTS/REVISIONS | 6.0 | TB |
| 02/02/22 | ZONING DOCUMENTS | 6.0 | TB |



TITLE SHEET
 SHEET NUMBER **T-1A**

APPROVALS
 AT&T (RF): _____ DATE: _____
 AT&T (CONST.): _____ DATE: _____
 AT&T (S.A.): _____ DATE: _____
 LANDLORD: _____ DATE: _____
 LANDLORD: _____ DATE: _____

PROJECT DESCRIPTION

INSTALL A NEW 480V/3PH/3W/4C CABINET & BACK-UP AC GENERATOR TO INCLUDE THE FOLLOWING:
 (1) NEW 480V/3PH/3W/4C CABINET (CONTRACTOR CABINET) WITH INTEGRATED NETWORK 5100
 SMART DUAL STATED PLATFORM (RATED 2000 A)
 (2) NEW 480V/3PH/3W/4C BREAKER WITH INTEGRATED NETWORK 5100 SMART DUAL STATED PLATFORM (RATED 2000 A)
 (3) NEW 480V/3PH/3W/4C TRANSFORMER WITH INTEGRATED NETWORK 5100 SMART DUAL STATED PLATFORM (RATED 2000 A)
 (4) NEW 480V/3PH/3W/4C TRANSFORMER WITH INTEGRATED NETWORK 5100 SMART DUAL STATED PLATFORM (RATED 2000 A)
 (5) NEW 480V/3PH/3W/4C TRANSFORMER WITH INTEGRATED NETWORK 5100 SMART DUAL STATED PLATFORM (RATED 2000 A)
 (6) NEW 480V/3PH/3W/4C TRANSFORMER WITH INTEGRATED NETWORK 5100 SMART DUAL STATED PLATFORM (RATED 2000 A)
 (7) NEW 480V/3PH/3W/4C TRANSFORMER WITH INTEGRATED NETWORK 5100 SMART DUAL STATED PLATFORM (RATED 2000 A)
 (8) NEW 480V/3PH/3W/4C TRANSFORMER WITH INTEGRATED NETWORK 5100 SMART DUAL STATED PLATFORM (RATED 2000 A)
 (9) NEW 480V/3PH/3W/4C TRANSFORMER WITH INTEGRATED NETWORK 5100 SMART DUAL STATED PLATFORM (RATED 2000 A)
 (10) NEW 480V/3PH/3W/4C TRANSFORMER WITH INTEGRATED NETWORK 5100 SMART DUAL STATED PLATFORM (RATED 2000 A)

SHEET INDEX

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JURISDICTIONAL APPROVALS

ZONING COMMENTS:
 ALL WORK AND MATERIALS SHALL BE PERMITTED AND INSTALLED IN ACCORDANCE WITH THE LOCAL GOVERNMENT ORDINANCES, NOTWITHSTANDING ANY DISCREPANCIES, VARIATIONS, OR AMENDMENTS TO THESE APPLICABLE CODES.
 THE FACILITY IS UNARMED AND NOT FOR HUMAN INTERVENTION, UNARMED UNMANNED AERIAL VEHICLE (UAV) STORAGE AND OTHER OUTDOOR STORAGE ARE PROHIBITED.



PROJECT: NEW SITE BUILD
 SITE NO.: AZL03580
 SITE NAME: RESOLUTION COPPER MINE
 FA CODE: 10585021
 USID: 231829
 MW PTN: 3901A0710M
 MW PACE NO.: MRANM038359
 47206 MAGMA MINE SHAFT RD.
 SUPERIOR, AZ 85173

DRIVING DIRECTIONS



DRIVING DIRECTIONS

DEPARTING THE AT&T OFFICE AT 1355 W. UNIVERSITY IN MESA, GO RIGHT ON UNIVERSITY DR. HEADING SOUTH TO THE UNIVERSITY DR. / PUEBLO RD. INTERSECTION. TURN LEFT ON PUEBLO RD. ON THE EAST SIDE OF PUEBLO RD. TURN LEFT ON UNIVERSITY DR. ON THE SOUTH SIDE OF UNIVERSITY DR. TURN LEFT ON MESA RD. ON THE EAST SIDE OF MESA RD. TURN LEFT ON SUPERIOR RD. ON THE SOUTH SIDE OF SUPERIOR RD. TURN LEFT ON Magma Mine Shaft Rd. ON THE SOUTH SIDE OF Magma Mine Shaft Rd. TURN LEFT ON THE RAMP GOING EAST ON THE US-80 TO THE NORTH MAGMA MINE RD. TURN OFF, JUST BEFORE MILE POST 231 (SEE MINE ROAD SIGN). TAKE RIGHT ONTO NORTH MAGMA MINE RD. AND CONTINUE FOR ALMOST 2 MILES TO MINE SITE ENTRANCE. MINE SAFETY COURSE AND ESCORT REQUIRED AS WELL AS MINE PERMIT. TO INCLUDE: SAFETY HAZARD TRAINING, SAFETY PROTECTIVE GEAR TRAINING, MINE SAFETY INSPECTION, MINING SAFETY AND PASS MINE SAFETY INSPECTION. ALL VEHICLES GOING BEYOND PARKING LOT WILL ALSO NEED TO MEET AND PASS MINE SAFETY INSPECTION.

CONSULTANT TEAM

CLIENT REPRESENTATIVE
 BECHTEL INFRASTRUCTURE & POWER CORPORATION
 4030 E. GARDEN, SUITE 101-E
 MESA, AZ 85204
 CONTACT: STEVE LISON
 PHONE: (602) 742-4687

PROJECT OWNER
 CLEAR BLUE SERVICES
 1355 W. UNIVERSITY DR.
 MESA, AZ 85201
 CONTACT: STEVE LISON
 PHONE: (602) 444-4681
 E-MAIL: RL13@ATT.COM

DESIGN TEAM
 BECHTEL INFRASTRUCTURE & POWER CORPORATION
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 MESA, AZ 85204
 CONTACT: STEVE LISON
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PROJECT MANAGER
 AT&T/MESA
 1355 W. UNIVERSITY DR.
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 CONTACT: STEVE LISON
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PROJECT ENGINEER
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PROJECT ARCHITECT
 AT&T/MESA
 1355 W. UNIVERSITY DR.
 MESA, AZ 85201
 CONTACT: STEVE LISON
 PHONE: (602) 444-4681
 E-MAIL: RL13@ATT.COM

APPLICABLE CODES

ARIZONA STATE CODE COMPLIANCE
 ALL WORK AND MATERIALS SHALL BE PERMITTED AND INSTALLED IN ACCORDANCE WITH THE LOCAL GOVERNMENT ORDINANCES, NOTWITHSTANDING ANY DISCREPANCIES, VARIATIONS, OR AMENDMENTS TO THESE APPLICABLE CODES.
 THE FACILITY IS UNARMED AND NOT FOR HUMAN INTERVENTION, UNARMED UNMANNED AERIAL VEHICLE (UAV) STORAGE AND OTHER OUTDOOR STORAGE ARE PROHIBITED.

2018 IBC STANDARDS AND AMENDMENTS
 • 2018 IBC STANDARDS AND AMENDMENTS
 • 2018 IBC STANDARDS AND AMENDMENTS
 • 2017 IBC STANDARDS AND AMENDMENTS

ACCESSIBILITY REQUIREMENTS:
 FACILITY IS UNARMED AND NOT FOR HUMAN INTERVENTION, UNARMED UNMANNED AERIAL VEHICLE (UAV) STORAGE AND OTHER OUTDOOR STORAGE ARE PROHIBITED.

GENERAL NOTES

1. CONTRACTOR & OWNER SHALL ABIDE BY ALL CONSTRUCTION STANDARDS/REQUIREMENTS AS SPECIFIED IN THE AT&T SHEET NUMBERED.
 2. ALL WORK AND MATERIALS SHALL BE PERMITTED AND INSTALLED IN ACCORDANCE WITH THE LOCAL GOVERNMENT ORDINANCES, NOTWITHSTANDING ANY DISCREPANCIES, VARIATIONS, OR AMENDMENTS TO THESE APPLICABLE CODES.
 3. THE FACILITY IS UNARMED AND NOT FOR HUMAN INTERVENTION, UNARMED UNMANNED AERIAL VEHICLE (UAV) STORAGE AND OTHER OUTDOOR STORAGE ARE PROHIBITED.

SITE INFORMATION

OWNER/LANDLORD: AT&T, MICHAEL ALVAREZ
 102 MAGMA MINE
 SUPERIOR, AZ 85173
 E-MAIL: MICHAEL.ALVAREZ@ATT.COM

APPLICATOR: AT&T MOBILITY
 1355 W. UNIVERSITY DR.
 MESA, AZ 85201
 CONTACT: STEVE LISON
 PHONE: (602) 444-4681
 E-MAIL: RL13@ATT.COM

TOWER TYPE: WIRELESS COMMUNICATIONS FACILITY
EXISTING SITE TYPE: 108-50-0020
APR: 33.30007897
LONGITUDE (E) TOWER: 111° 01' 19.831" W
LONGITUDE (E) TOWER: 33° 18' 20.044" N
EXISTING TOWER ELEV: 5426.6'
EXISTING ZONING: N/A
CONSTRUCTION TYPE: NO CHANGE
PROPOSED OCCUPANCY: WIRELESS COMMUNICATIONS FACILITY (NO CHANGES)
JURISDICTION: PINAL COUNTY
ELECTRICAL PROVIDER: -

AT&T
 1355 W. UNIVERSITY DRIVE
 MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T UNLESS ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO THIS PROJECT IS EXPRESSLY FORBIDDEN.

BECHTEL INFRASTRUCTURE AND POWER CORPORATION
 4530 E. SUPERIOR, SUITE 101-E
 PHOENIX, AZ 85032-3000

Clear Blue
 SERVICES
 DESIGN & CONSTRUCTION

PROJECT: NEW SITE BUILD
 SITE NO.: AZL03580
 SITE NAME: RESOLUTION COPPER MINE
 FA CODE: 10585021
 USID: 231829
 47206 MAGMA MINE SHAFT RD.
 SUPERIOR, AZ 85173

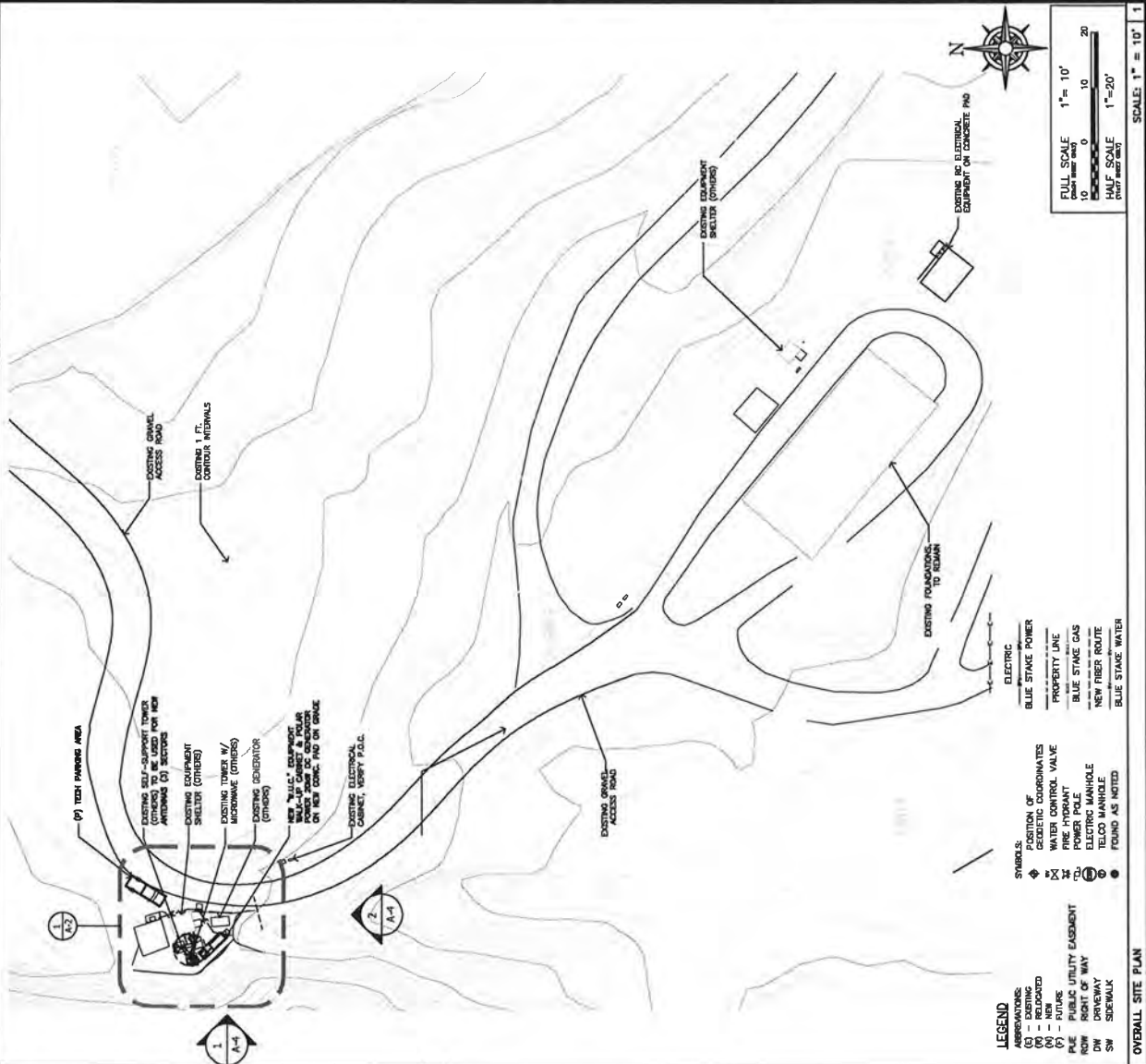
| | | | | |
|---|----------|---------------------|-----|----|
| △ | 11/22/22 | CLIENT SITE CHANGES | SLD | TB |
| △ | 09/28/22 | CLIENT SITE CHANGES | SLD | TB |
| △ | 09/16/22 | CLIENT SITE CHANGES | SLD | TB |
| △ | 03/23/22 | ZONING COMMENTS | SLD | TB |
| △ | 03/02/22 | REFS UPDATE | SLD | TB |
| △ | 02/22/22 | CLIENT COMMENTS | SLD | TB |
| △ | 02/02/22 | REFS UPDATE | SLD | TB |
| △ | 02/02/22 | ZONING DOCUMENTS | SLD | TB |

PROFESSIONAL SEAL

STATE OF ARIZONA
 PROFESSIONAL ENGINEER
 LICENSE NO. 10000
 EXPIRES 8-31-2025

OVERALL SITE PLAN

SHEET NUMBER
A-1



- SIGNS**
1. INSTALL ADDRESS PLACARD NEAR ENTRANCE GATE OF EQUIPMENT AREA (ON FACING STREET OF ASSOCIATED ADDRESS).
- LIGHTING**
1. ADDITIONAL LIGHTING WILL BE INSTALLED IF REQUIRED BY MUNICIPALITY FOR SECURITY PURPOSES.
 2. ALL LIGHTING IS TO BE INSTALLED NO HIGHER THAN 8'-0" (UNLESS REQUIRED OTHERWISE BY MUNICIPALITY).
 3. ALL LIGHTING WILL BE THAT OF "FULL CUT OFF LENSES".
- COMPLIANCE**
1. ADA COMPLIANCE: FACILITY IS NOT STAFFED AND NOT NORMALLY OCCUPIED.
 2. RESPONSIBILITY IS REMAINING FOR PROVIDING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION.
 3. THE ANTENNAS SHALL NOT INTERFERE WITH ANY EXISTING COMMUNICATION SITES.
 4. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
 5. ALL ITEMS ON THIS DRAWING ARE EXISTING UNLESS OTHERWISE NOTED.
- NOTES**
1. SITE PLAN RENDERING DERIVED FROM DETAILS PROVIDED FROM SURVEY BY W&S & SITE ADMIN.
 2. REFER TO AFBT SPECIFICATIONS FOR ADDITIONAL CARRIER INFORMATION/DETAILS.
 3. C.E. TO VERIFY EXISTING FIELD CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION.
 4. C.E. TO BRING ALL EXISTING AND NEW EQUIPMENT INTO COMPLIANCE WITH GOVERNING CODES.
 5. C.E. TO COLORCODE ALL NEW AIRTEL COAX TO CURRENT AFBT STANDARDS.

NOTES NONE 3

NOT USED N.I.S. 2

SCALE: 1" = 10' 1



1355 W. UNIVERSITY DRIVE
 MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T INTELLECTUAL PROPERTY. IT IS TO BE USED ONLY FOR THE PROJECT AND AT THE SITE SPECIFICALLY IDENTIFIED. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AT&T INTELLECTUAL PROPERTY.

BECHTEL INFRASTRUCTURE AND POWER CORPORATION
 4000 E. GARDEN, SUITE 101-E
 MESA, AZ 85205-3060
 PHONE: (602) 262-3060



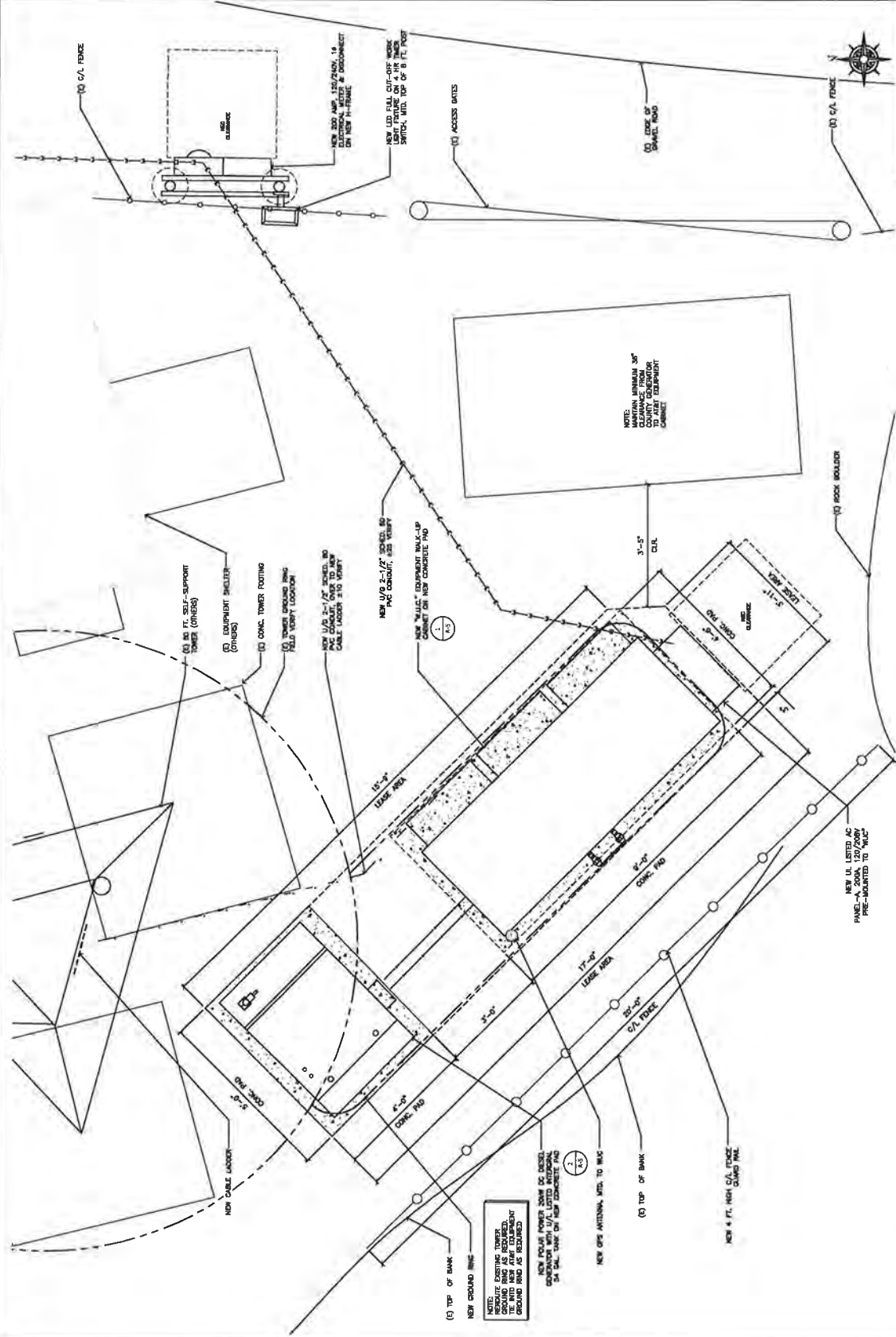
PROJECT: NEW SITE BUILD
SITE NO.: AZ03580
SITE NAME: RESOLUTION COPPER MINE
FA CODE: 10585021
USID: 231929
47206 MAGMA MINE SHAFT RD.
SUPERIOR, AZ 85173

| | | | |
|----------|-------------------------------|------|----|
| 11/22/22 | CLIENT SITE CHANGES | S.D. | TB |
| 09/28/22 | CLIENT SITE CHANGES OPTION #2 | S.D. | TB |
| 09/16/22 | CLIENT SITE CHANGES | S.D. | TB |
| 03/23/22 | ZONING COMMENTS | S.D. | TB |
| 03/02/22 | RFRS UPDATE | S.D. | TB |
| 02/22/22 | CLIENT COMMENTS CRETS UPDATE | S.D. | TB |
| 02/10/22 | ZONING DOCUMENTS | S.D. | TB |



ENLARGED EQUIPMENT PLAN

A-3



SCALE:
 FULL SCALE 3/4" = 1'-0"
 HALF SCALE 3/8" = 1'-0"
 SCALE: 3/4" = 1'-0" 1

ENLARGED EQUIPMENT SITE PLAN



1355 W. UNIVERSITY DRIVE
MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T INTELLECTUAL PROPERTY. ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO THIS PROJECT IS STRICTLY PROHIBITED.

BECHTEL INFRASTRUCTURE AND POWER CORPORATION
4030 E. LUDLOW, SUITE 101-E
PHOENIX, AZ 85034-3000



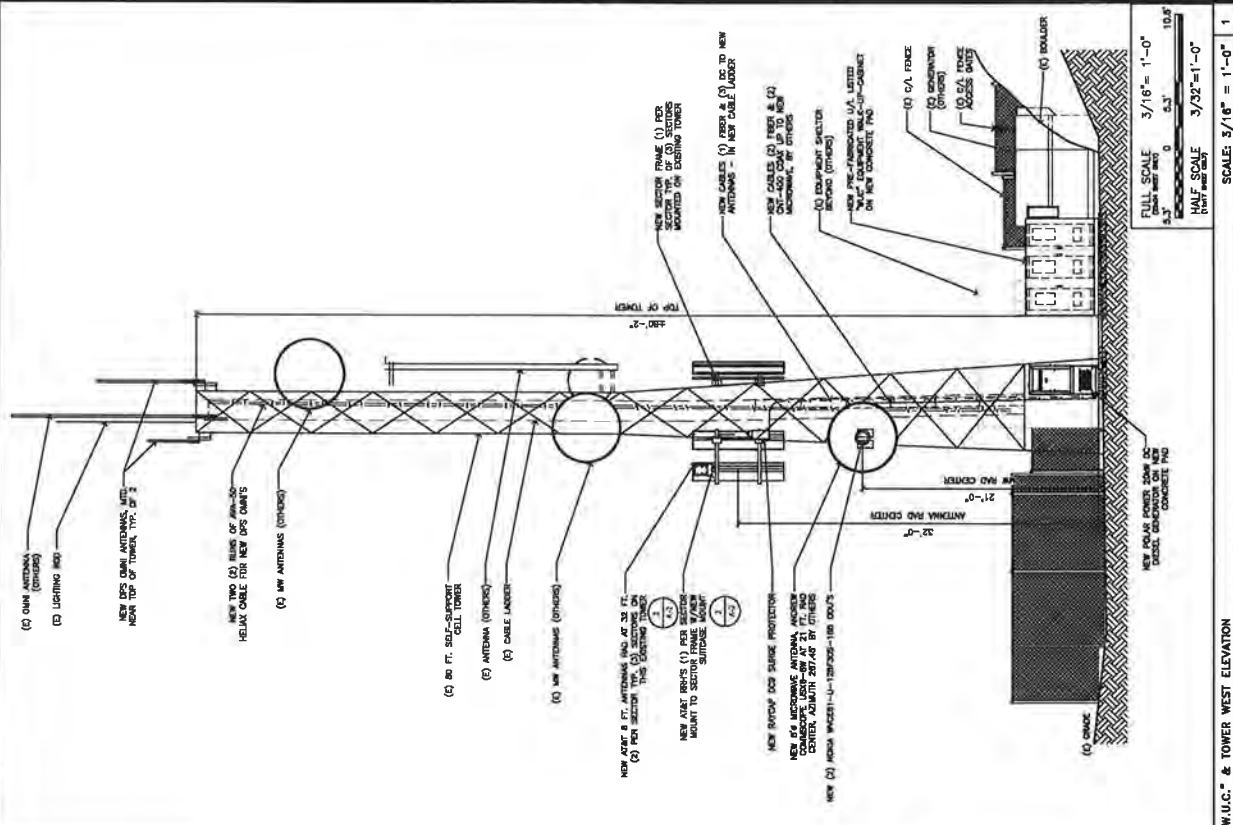
PROJECT: NEW SITE, BUILD
SITE NO.: AZL03580
SITE NAME: RESOLUTION COPPER MINE
FA CODE: 10585021
USID: 231829
47206 MAGMA MINE SHAFT RD., SUPERIOR, AZ 85173

| | | | | |
|---|----------|-------------------------------|-----|----|
| 6 | 11/22/22 | CLIENT SITE CHANGES | S.D | TB |
| 5 | 09/28/22 | CLIENT SITE CHANGES OPTION #2 | S.D | TB |
| 4 | 08/18/22 | CLIENT SITE CHANGES | S.D | TB |
| 3 | 03/23/22 | ZONING COMMENTS | S.D | TB |
| 2 | 03/02/22 | RFPS UPDATE | S.D | TB |
| 1 | 02/22/22 | CLIENT COMMENTS RFPS UPDATE | S.D | TB |
| 0 | 02/02/22 | ZONING DOCUMENTS | S.D | TB |

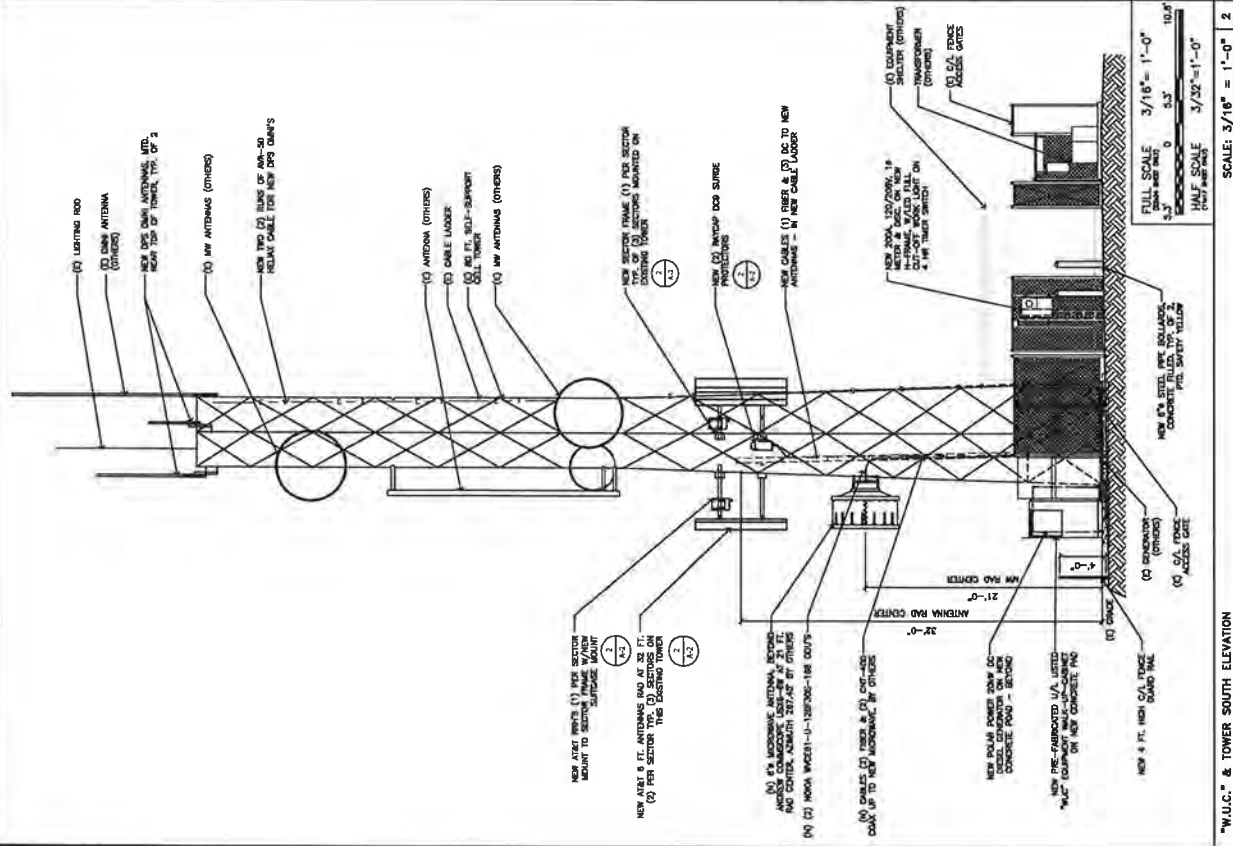


ELEVATIONS

A-4



FULL SCALE: 3/16" = 1'-0"
 HALF SCALE: 3/32" = 1'-0"
 SCALE: 3/16" = 1'-0"



FULL SCALE: 3/16" = 1'-0"
 HALF SCALE: 3/32" = 1'-0"
 SCALE: 3/16" = 1'-0"

"W.U.C." & TOWER SOUTH ELEVATION

"W.U.C." & TOWER WEST ELEVATION

EXHIBIT 2
PRIME LEASE

See attached 24 page Lease Agreement.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below ("**Effective Date**"), is entered into by **Resolution Copper Mining LLC**, a Delaware limited liability company (hereinafter referred to as "**Landlord**") and **Pinal County**, a political subdivision of the State of Arizona (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, described on **Exhibit 1** hereto (the "**Property**"). Tenant desires to use a portion of the Property in connection with its electronic communications activities. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES.

Landlord hereby leases to Tenant a certain portion of the Property containing approximately 1,199 square feet as described on attached **Exhibit 2**, together with necessary access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 3** (collectively, the "**Premises**").

2. PERMITTED USE.

a. *Construction of Facility.* Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, support structures, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as shown on **Exhibit 4**, as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Tenant's use, maintenance and construction shall comply with Landlord's health, safety and environmental policies and requirements, copies of which are attached as **Exhibit 5**. Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 2** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 2** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 2**. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements,

alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

b. *Right of Co-location.* Landlord shall have the right to co-locate its own communications equipment on Tenant's tower contingent upon Tenant's approval of space availability, structural analysis and RF interference study with any associated costs to be paid by Landlord. Tenant's approval shall not unreasonably be withheld. Landlord shall retain ownership of all equipment installed by Landlord on Tenant's tower. If Landlord co-locates its equipment on any tower, Tenant shall provide Landlord with suitable access. Co-location by any third party must be mutually agreed-upon by both Tenant and Landlord.

3. TERM.

a. *Initial Term.* The initial lease term will be ten (10) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate at midnight on the tenth (10th) annual anniversary of the Effective Date or the first business day thereafter if such date is not a business day.

b. *Automatic Renewal.* This Agreement will automatically renew for two (2) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

c. *Holdover Term.* If, at least sixty (60) days prior to the end of the second (2nd) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the second (2nd) extended term, then upon the expiration of the second (2nd) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the second (2nd) extended term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

d. *"Term" Defined.* The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

4. **RENT.**

a. *Initial Rent.* Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of five hundred dollars and no cents (\$500.00) ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

b. *Rental Increase.* Commencing with the first month immediately following the two, four, six, and eight year anniversaries of the Rent Commencement Date the monthly Rent will increase by two percent (2%) over the Rent paid during the previous Term. The Rent shall also increase by two percent (2%) at the commencement of each Extension Term (if any).

c. *Billing.* All Rent or other charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

a. *Government Approvals.* Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

b. *FAA lighting.* Tenant agrees to voluntarily light any tower or antenna as directed by the Federal Aviation Administration Obstruction Evaluation Service upon application by Tenant for a review of any structure pursuant to 14 C.F.R. Part 77.

c. *Title.* Tenant has the right, at its sole cost and expense, to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Premises surveyed by a surveyor of Tenant's choice. If Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

d. *Testing.* Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals.

6. **TERMINATION.**

This Agreement may be terminated, without penalty or further liability, as follows:

- a. by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15, Default and Right to Cure, of this Agreement after the applicable cure periods;
- b. by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;
- c. by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or
- d. by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

7. **INSURANCE.**

Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

8. **INTERFERENCE.**

a. *Tenant's Warranty of Non-Interference.* Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property, to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

b. *Tenant's frequencies.* Prior to commencing communications operations from the Communication Facility Tenant shall provide a list of all Tenant's frequencies to Landlord. Such list shall be updated from time-to-time when frequencies are either added or removed.

c. *Landlord's Obligations Regarding Third Parties.* Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

d. *Landlord's Warranty of Non-Interference.* Subject to Landlord's operational requirements for Landlord's active mining operations, as well as regulation by the Mine Safety and Health Administration, Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. If any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. INDEMNIFICATION.

a. *Tenant's Obligation.* Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

b. *Landlord's Obligation.* Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

c. *Waiver of Consequential Damages.* Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. **WARRANTIES AND REPRESENTATIONS.**

a. *Mutual Representations of Capacity.* Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below and as to the Tenant this Agreement has been authorized by a vote of the Pinal County Board of Supervisors at a duly convened open meeting..

b. *Landlord's Representations of Title.* Landlord represents and warrants that: (i) Landlord solely owns the Property in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant non-exclusive actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord shall provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. **ENVIRONMENTAL.**

a. *Landlord's Representations of Environmental Condition.* Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

b. *Indemnification.* Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

c. *Scope.* The indemnifications of this Paragraph 11 (Environmental) specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental

authority. The provisions of this Paragraph 11 (Environmental) will survive the expiration or termination of this Agreement.

d. *Disclosure of Unsuitability.* If Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. ACCESS.

At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property for the installation, maintenance and operation of the Communication Facility. Tenant understands and expressly acknowledges that the Property is an active mine site subject to the jurisdiction of the Mine Safety and Health Administration, and as such access to the Premises will be restricted or otherwise controlled to ensure regulatory compliance and to limit interference with mining operations. Tenant shall comply with all reasonable requirements of Landlord regarding access, including notice requirements and need for escort.

13. REMOVAL/RESTORATION.

All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities

14. MAINTENANCE/UTILITIES.

a. *Maintenance.* Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Tenant will maintain and repair access to the Premises.

b. *Utilities.* Landlord shall provide 200AMP electrical service connectivity to the Premises. The electricity supplied through such service shall be at Landlord's cost. Tenant

understands and acknowledges that Landlord is not an electrical utility, and that Landlord has no control over interference with, interruption of, or failure of electrical service. Tenant further understands and acknowledges that Tenant's electrical service may be impacted by Landlord's mining operations. Landlord agrees to use best efforts to notify Tenant of planned outages at least twenty-four (24) hours in advance. If a planned outage is scheduled less than twenty-four (24) hours from the time that the outage will commence Landlord will notify Tenant as soon as reasonably possible. To the extent that Tenant wishes to construct facilities or otherwise procure back-up or emergency electrical supply to the Communication Facility such cost shall be Tenant's alone. TENANT UNDERSTANDS AND ACKNOWLEDGES THAT LANDLORD MAKES NO REPRESENTATION OR WARRANTY REGARDING THE ADEQUACY, RELIABILITY, OR QUANTITY OF ELECTRICAL SERVICE AND THAT SUCH IS PROVIDED BY LANDLORD FOR TENANT'S CONVENIENCE ONLY ON AN AS IS/WHERE IS BASIS.

15. DEFAULT AND RIGHT TO CURE.

a. *Events of Default by Tenant.* The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

b. *Events of Default by Landlord.* The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. ASSIGNMENT/SUBLEASE.

Tenant may not assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent, which consent may be withheld in Landlord's sole discretion.

17. NOTICES.

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered.

The parties agree that other non-binding communications may occur via telephone or email. Notices will be addressed to the parties as follows:

If to Tenant: Pinal County
31 N. Pinal Street
Florence, AZ 85132
Attn.: Jay Vargo, IT Radio Communications Director
Jay.vargo@pinalcountyaz.gov
radio@pinalcountyaz.gov
(520) 866-6336

If to Landlord: Resolution Copper Mining LLC
Attn : IS&T
102 Magma Heights – P.O. Box 1944
Superior, AZ 85173

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. SEVERABILITY.

If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

19. CONDEMNATION.

If Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant may include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery.

20. CASUALTY.

Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its

reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to secure a replacement transmission location or the reconstruction of the Communication Facility is completed.

21. **WAIVER OF LANDLORD'S LIENS.**

Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. **TAXES.**

Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Property and Premises immediately upon receipt, but in no event less than seven (7) business days after receipt by Landlord. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Leased Property by such appellate or other proceedings as may be appropriate in the jurisdiction, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Leased Property. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

23. **SALE OF PROPERTY.**

a. *Action by Landlord Concerning Surrounding Property.* If during Term of this Agreement Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property,") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Term of this Agreement Landlord shall not consent to any restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as set forth in this Agreement.

b. *Action by Landlord Concerning Third Parties.* If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Tenant expressly acknowledges that there is an existing telecommunications facility situated on the Property operated by CopperNet Systems. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of additional wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications

equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of the third party. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. If the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 23 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

24. MISCELLANEOUS.

a. *Amendment/Waiver.* This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

b. *Inurement.* The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

c. *Entire Agreement.* This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

d. *Survival of Rights and Obligations after Lease Expiration or Termination.* All representations and warranties made by Landlord under this lease shall survive the expiration or termination hereof. In addition, the parties acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the County is not subject to or barred by any limitations of actions prescribed in A.R.S. § Title 12, Chapter 5.

e. *Governing Law.* This Agreement will be governed by the laws of Arizona, without regard to conflicts of law.

f. *Interpretation.* Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (iv) use of the terms "termination" or "expiration" are interchangeable; and (v) reference to a default will take into consideration any applicable notice, grace and cure periods.

g. *Estoppel.* Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting

party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

h. *No Electronic Signature/No Option.* The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

i. *Conflict of Interest.* The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

Resolution Copper Mining LLC,
a Delaware limited liability company

By: Resolution Copper Company, as Manager and not
on its own behalf

By: _____
Print Name: ANDREW LYLE
Its: VICE PRESIDENT
Date: 10/5/2017

"TENANT"

Pinal County

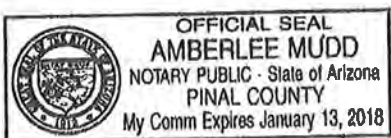
By: Stephen Miller
Print Name: Stephen A Miller
Its: Chairman
Date: 10/5/17

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of Arizona)
) ss
County of Pinal)

On the 20 day of Sept, 2017, before me personally appeared Stephen Q Miller I, and acknowledged under oath that he is the Chairman of Pinal County, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.



Amberlee Mudd
Notary Public
My Commission Expires:

LANDLORD ACKNOWLEDGMENT

State of Arizona)
) ss
County of)

On this ____ day of _____, 2017, before me, the subscriber, a person authorized to take oaths in the State of Arizona, personal appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the _____ of Resolution Copper Company, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public
My Commission Expires:

EXHIBIT 1

DESCRIPTION OF PROPERTY



EXHIBIT 2

LEGAL DESCRIPTION OF THE PREMISES

**PARCEL DESCRIPTION
MOTOROLA CELL SITE
RESOLUTION MINE**

That portion of the Northwest Quarter of Section 32, Township 1 South, Range 13 East of the Gila and Salt River Meridian, Pinal County, Arizona, described as follows:

Commencing at a found chiseled "+" on a rock with 1 chiseled notch on the south and 6 chiseled notches on the east, accepted as the witness corner to the northwest corner of said Section 32, lying on the north line of said Northwest Quarter, from which a found chiseled "+" with a chiseled "1/4" on a rock, accepted as the north quarter corner of said Section 32 bears North 89°50'19" East, 1519.45 feet;

Thence South 58°04'56" West, 1060.94 feet to the **Point of Beginning**;

Thence South 13°59'42" East, 16.17 feet;

Thence South 04°42'50" West, 25.19 feet;

Thence North 85°17'10" West, 29.01 feet;

Thence North 13°59'42" West, 30.72 feet;

Thence North 76°00'18" East, 35.66 feet to the **Point of Beginning**;

Containing 1,199 square feet or 0.028 acres, more or less.



EXHIBIT 3

LEGAL DESCRIPTION OF ACCESS



Location: T1Mpd20160305

EXHIBIT 4

TENANT OWNED PROPERTY ON SITE

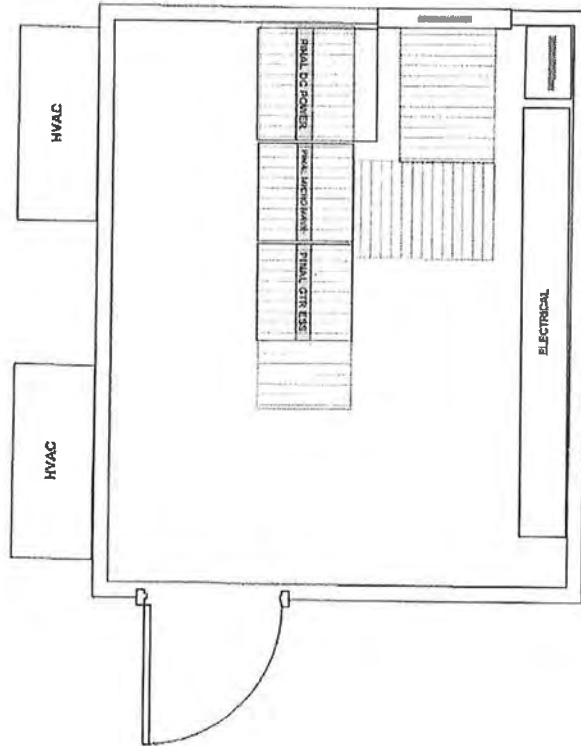
**Resolution Copper Mine – Pinal County
Equipment and property list.**

- Greenfield Site (No existing infrastructure)
- 12x10 Oldcastle Shelter
- 35kW Generator w/above Ground Diesel tank
- 80' SS Tower, 7' base leg span, Pier & Pad Foundation
- Microwave Dishes (3)
- LMR Antennas (2)
- Approximately 2 hr backup time with proposed rack mounted batteries
- Itemized list of equipment

| GTR8000 ESS 1 Rack | |
|---------------------------|---|
| GTR8000 Repeater 1 | 1 |
| GTR8000 Repeater 2 | 1 |
| GTR8000 Repeater 3 | 1 |
| Tower Top Amplifier | 1 |
| Control Monitoring Unit | 1 |
| GCP8000 Controller 1 | 1 |
| GCP8000 Controller 2 | 1 |

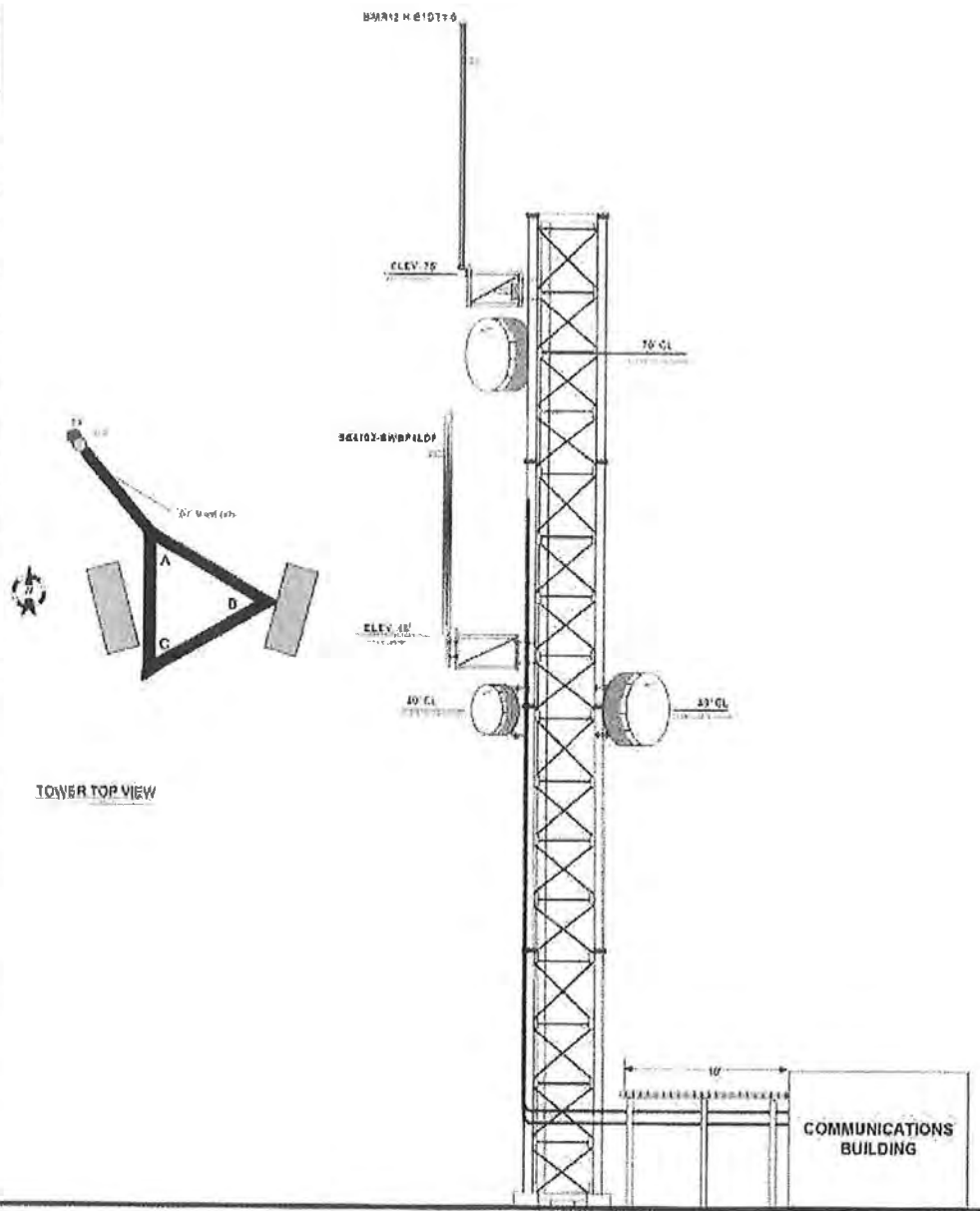
| Microwave Rack | |
|------------------------|---|
| Fuse Panel | 1 |
| Proteus MX 1+1 | 1 |
| Proteus MX 1+1 | 1 |
| Juniper MPLS Router #1 | 1 |
| Juniper MPLS Router #2 | 1 |
| GGM8000 Site Router #1 | 1 |
| GGM8000 Site Router #2 | 1 |
| MOSCAD SDM3000 | 1 |

| DC Power Rack | |
|----------------------|----|
| DC Rectifiers | 6 |
| Batteries | 16 |



10' X 12' Shelter

| Antenna Listing | |
|------------------------|---|
| PAR6-59W 70' | 1 |
| PARX6-59W 45' | 1 |
| SB4-W60C 45' | 1 |
| BMR12-H-B1DT1.5 75' | 1 |
| SE4192-SWBP4LDFD03 46' | 1 |



**RCM SELF-SUPPORTING TOWER
SOUTH FACE ELEVATION**

NOTE: DIMENSIONS AND ELEVATIONS ARE NOT TO EXACT SCALE.

| REVISIONS | | DATE | | BY | | CHECKED | |
|-----------|--|------|--|----|--|---------|--|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | |
| COMMUNICATIONS & NETWORKS 10000 W. CENTRAL EXPRESSWAY, SUITE 100 FORT WORTH, TEXAS 76155-1211 TEL: 817.339.1111 FAX: 817.339.1112 WWW.COMMUNICATIONS-AND-NETWORKS.COM | |

EXHIBIT 5

**LANDLORD'S HEALTH, SAFETY
AND ENVIRONMENTAL REQUIREMENTS**

- 1.1 Tenant shall comply with and ensure that its employees and subcontractors comply with the Landlord's written Health, Safety and Environmental policies and standards in force from time to time, as provided in writing to Tenant.
- 1.2 Landlord may, at its option, refuse or have removed any person employed or working at the direction of Tenant or any of Tenant's subcontractors at any time if, in the sole discretion of Landlord, such person presents an unacceptable risk of injury or illness to persons or property.
- 1.3 Landlord may, at its option, refuse, have removed, or have removed from service any equipment at any time if, in the sole discretion of Landlord, such equipment is unsafe.
- 1.4 With respect to all deliveries by Tenant or a subcontractor engaged by Tenant (including, without limitation, a carrier engaged to transport materials or products to a delivery point on the Property), Tenant agrees:
 - 1.4.1 Tenant shall assure that all deliveries are loaded, delivered and unloaded in compliance with all applicable laws (including, without limitation, United States Department of Transportation ("**DOT**") rules and regulations and any other applicable transportation rules and regulations in the relevant jurisdictions), and any of Landlord's requirements as communicated in writing by Landlord to Tenant;
 - 1.4.2 Tenant shall ensure that loads are inspected upon completion of loading to confirm the load is stable and to assure compliance with the foregoing applicable laws and requirements;
 - 1.4.3 Prior to or upon obtaining access to the Property, all personnel of Tenant and its subcontractors shall attend all appropriate and relevant orientation meetings and site specific safety training required by Landlord;
 - 1.4.4 Once on the Property, all deliveries shall be performed in compliance with DOT, MSHA, OSHA and other Applicable Laws and any of Landlord's requirements and instructions as communicated by Landlord to Tenant;
 - 1.4.5 The Landlord has the right, prior to or upon delivery, to inspect all loads to determine whether the load complies with the requirements of this paragraph 1.2;
 - 1.4.6 Without limiting any other right or remedy available to Landlord under the Lease Agreement or otherwise, Landlord may, at its discretion:
 - (a) refuse to accept and take delivery of any load which does not conform to the requirements of this paragraph 1.2; and/or
 - (b) take or engage a third party to take all actions reasonably determined to be necessary to ensure that the load complies with the requirements of this paragraph 1.4, all costs of which, whether performed by Landlord or a third party engaged by Landlord, will be borne by Tenant.

- 1.5 Throughout the Term of the Agreement, all of Tenant's Personnel working on the Property are required to have a current MSHA training in accordance with 30 CFR Part 48 (B), Hazard Training, and site specific training, whichever the case may be, as determined by Landlord, and comply with all Landlord's safety and facility standards. Tenant shall provide documentation to verify compliance with this training as requested by Landlord.
- 1.6 Tenant shall submit inspection reports, and safety training and orientation documentation to the Landlord's designated representative for tracking and reporting as required/requested.
- 1.7 The Landlord may prepare and provide Tenant a Preliminary Health, Safety, and Environmental Action Plan (HSEAP), in order to enable Tenant to better address the potential safety, health, and environmental concerns associated with the Permitted Use and ensure that there is adequate replanning.
- 1.8 When a Preliminary HSEAP is provided to Tenant by the Landlord, Tenant must prepare a site specific HSEAP.
- 1.9 Representatives of the Landlord's Health, Safety, and Environmental department must approve the HSEAP before the Permitted Use will be allowed to proceed. If scope changes are made for all or part of the activities under the HSEAP, no associated work will proceed until all appropriate changes or amendments are made to the plan and the revised plan is approved and communicated to all affected parties.
- 1.10 Tenant and Landlord will have scheduled periodic meetings to review any construction or maintenance associated with the Permitted Use, conduct site audits and resolve issues. Tenant and Landlord will provide management representatives for these meetings.
- 1.11 Tenant's employees and subcontractors who perform work at the Property shall be drug tested prior to starting work on the Property. Landlord expects random drug testing of Tennant's employees working on the Landlord's premises. The costs associated with drug testing are the responsibility of Tenant.
- 1.12 In compliance with Applicable Laws, Tenant for itself, and on behalf of its subcontractors at all tiers, shall conduct a urine substance abuse Screening Test utilizing a National Institute of Drug Abuse ("**NIDA**") approved laboratory and NIDA approved methodology (immunoassay screens with gas chromatographic mass spectrometry confirmatory testing) for each agent or employee, or proposed agent or employee of Tenant and its Subcontractors within twelve (12) months prior to the Commencement Date, and Tenant and its subcontractors will not hire, employ, or utilize for the Work any individual who tests positive under a Screening Test or who unreasonably refuses to undergo a Screening Test. Screening tests shall conform to Landlord's standards of detection as set out below.

1.12.1 In the event Tenant and its subcontractors have an existing substance abuse program with detection limits lower or equivalent to those set out below, then such limits shall be acceptable to Landlord.

| | Initial Test | Confirmatory Test |
|-----------------------|----------------|-------------------|
| Substance | Levels (ng/ml) | Levels (ng/ml) |
| Marijuana Metabolites | 50 | 15 |

| | | |
|----------------------------|-------|-------------|
| Cocaine Metabolites | 300 | 150 |
| Opiate Metabolites | 300 | 300 |
| Phencyclidine | 25 | 25 |
| Amphetamines | 1,000 | 500 |
| Barbiturate Metabolites | 300 | 300 |
| Benzodiazepine Metabolites | 300 | 300 |
| Propoxyphene | 300 | Qualitative |
| Methadone | 300 | Qualitative |

- 1.12.2 The standards of detection listed above shall be subject to change by Landlord, as technical advancement or other considerations warrant, upon reasonable written notice to Tenant who shall promptly inform its subcontractors of such changes. Blood alcohol testing is not required as part of the Screening Test; however, no employees or agents of Tenant and its Subcontractors shall perform any Services anywhere on Landlord's premises if the individual has, or has to Tenant's knowledge or to its Subcontractors' knowledge, been identified to have had a positive, "under the influence," blood alcohol test or a positive Screening Test or comparable test at any time within a period of twelve (12) months immediately prior to working on the Property. In this respect, a blood value equal to or greater than 0.04% is defined as "under the influence," and is considered to be a positive blood alcohol test.
- 1.12.3 Before allowing any person to commence any part of the Services, Tenant and its subcontractors will supply in a timely fashion to Landlord, a list of the names of each person whose Screening Test has proven negative, together with the date such test was administered. Such list shall be prepared on the Tenant or its Subcontractor's letterhead paper, as the case may be, and the details thereon shall be verified and attested to by the signature of a duly authorized officer of Tenant or Subcontractor.
- 1.12.4 TENANT AND ITS SUBCONTRACTORS WILL **NOT** SUPPLY TO LANDLORD A LIST OF THE NAMES OF INDIVIDUALS WHOSE SUBSTANCE ABUSE SCREENING TESTING OR BLOOD ALCOHOL TESTING HAS PROVEN POSITIVE, NOR WILL THEY, IN ANY WAY, COMMUNICATE OR ATTEMPT TO COMMUNICATE ANY DETAIL REGARDING SUCH INDIVIDUAL TO LANDLORD.
- 1.12.5 Tenant shall ensure, by exercising all reasonable means, that its agents and employees and those of its subcontractors are neither under the influence of, nor do they use, possess, consume, transfer, manufacturer, or sell or attempt to sell any form of alcohol, intoxicant, narcotic, depressant, stimulant, hallucinogen, or illegal drug or mind- or perception-altering substance except the taking of those prescribed drugs under the direction of a licensed, qualified physician while working on the Property or while engaged in activities envisaged under the Lease Agreement. In the event that prescription or over-the-counter medication may have an effect upon an individual's ability to safely perform services on the Property, Tenant shall satisfy Landlord that it has taken appropriate and adequate measures, in accordance with all applicable laws, to assure that such medication will

not impair the individual's performance or create a risk to the individual or to others engaged in work on the Property, or create a risk of damage to or impairment of property or the environment.

- 1.13 Tenant agrees to maintain emergency contact information for each employee working on the Property.
- 1.14 All of Tenant's employees must be able to read and speak the English language sufficiently to allow them to understand and comply with all Landlord's oral and written safety requirements to the extent necessary for the safe performance of their work on the Property. Such safety requirements are given or communicated in English and include the following:
 - 1.14.1 Landlord -administered safety instruction and tests;
 - 1.14.2 Job-related hazard and traffic direction instruction and signs; and
 - 1.14.3 Job-related product safety warning instructions and labels.
- 1.15 Tenant must assure Landlord that:
 - 1.15.1 It is in compliance with all regulatory training requirements for each worker by verifying that (a) the worker is competent to understand the training instructions in English; or (b) where the worker's level of competence in understanding English cannot be demonstrated, the training has nonetheless been understood by the employee because the training was given, with the approval of the regulatory agency, in a language which can be understood by the worker; and
 - 1.15.2 While working on Landlord premises each worker can in English: (a) understand instructions or warnings by supervisors or co-workers; (b) bring to the attention of supervisors or co-workers unsafe conditions or actions; and (c) give adequate verbal warnings to supervisors or co-workers of unsafe conditions or actions.
- 1.16 Tenant is responsible for running a safe job-site and for compliance with all provisions of the standard. The Tenant is responsible for:
 - 1.16.1 Completing a Contractor Control Sheet for all employees that will be performing work on Landlord premises;
 - 1.16.2 Conducting job specific training prior to beginning work that will include a review of the HSEAP and pre-job checklist. Verification that the training has been completed must be provided to the Landlord's designated representative;
 - 1.16.3 Reporting immediately all accidents / injuries to the appropriate plant Communications / Control Center and to the Landlord Field Supervisor, completing an accident investigation report and submitting a copy by the end of the shift;
 - 1.16.4 Providing verification of a drug policy (including the requirements noted above);
 - 1.16.5 Confirming that all tools and equipment to be used are in a safe condition;
 - 1.16.6 Providing to the Landlord's designated representative the following documentation on a weekly basis: accident and injury investigation reports summaries and follow-up, general inspection reports, outside agency inspection reports, and records of safety meetings;

- 1.16.7 Fully implementing the requirements of the Landlord's 'Permit to Work System' and ensuring that all employees receive and understand the Permit to Work system training;
 - 1.16.8 Maintaining permit precautions are maintained throughout the work activity so that the worker understands that if circumstances change, work must be stopped and advice sought;
 - 1.16.9 Ensuring that the workgroup stays within limitations set on the permit (physical boundaries, type of work, and duration of permit); and
 - 1.16.10 On completion or suspension of work, ensuring the site is left in a safe condition and that the Landlord's representative designated as a "Qualified Person" is informed.
- 1.17 Tenant is responsible for maintaining all required regulatory records including hazard training, site-specific orientation, emergency procedure drills, all required medical examinations, substance abuse tests; respirator fit test, and all other MSHA / OSHA training, as appropriate.