

LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is made as of the 18th day of December, 2018 ("Effective Date"), by and between Kennecott Utah Copper LLC, a Utah limited liability company ("Lessor"), and Tooele County, a political subdivision of the State of Utah ("Lessee"). Lessor and Lessee are sometimes referred to herein individually as a "Party", and, collectively, the "Parties".

A. Lessor owns or controls certain real property located in Tooele County, Utah (the "Premises") more particularly described or depicted on Exhibit A attached hereto and incorporated herein by this reference.

B. Lessor utilizes the Premises in connection with Lessor's operation of the Bingham Canyon Mine and related mining facilities located in Salt Lake County and Tooele County.

C. The Parties enter into this Lease with the express understanding that Lessor's use of the Premises for mining related purposes takes precedence over Lessee's use of the Premises for public recreational purposes and that Lessor reserves the right under certain circumstances to terminate this Lease in whole or part and/or to relocate Lessee to other property owned or controlled by Lessor.

D. Lessee is willing to enter into this Lease and accept the Premises subject to Lessor's right to withdraw portions of the Premises and/or terminate this Lease.

E. Lessor is willing to lease the Premises to Lessee and Lessee is willing to lease the Premises from Lessor for public recreational facilities, on the terms and conditions set forth in this Lease.

NOW THEREFORE, in consideration of the covenants, and agreements herein set forth by the Parties to be paid, kept, and performed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **BASIC LEASE TERMS.** The following Basic Lease Terms are applied under and governed by the particular section(s) in this Lease pertaining to the following information:

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| 1.1. Location/acreage of Premises: | Tooele County
304 acres (approximate) |
| 1.2. Term: | One year with one-year renewal terms (See Section 3) |
| 1.3. Commencement Date: | <u>DECEMBER 18</u> , 2018 (See Section 3) |
| 1.4. Expiration Date: | <u>DECEMBER 18</u> , 2019 (See Section 3). |
| 1.5. Rent: | None (See Section 4) |
| 1.6. Permitted Use: | Public Recreation (See Section 6) |
| 1.7. Address of Lessor:
for Notices: | Kennecott Utah Copper LLC |

4700 Daybreak Parkway
South Jordan, Utah 84009
Attn: Land Management
Telephone: (801) 204-2863

1.8. Address of Lessee
for Notices:

Tooele County Commission
47 South Main Street
Tooele, Utah 84074
Attn: _____
Telephone: _____

2. **LEASE OF PREMISES.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the surface of the Premises, for and during the Lease Term, for the uses permitted under Section 6.
3. **TERM.** Lessor leases the Premises to Lessee, and Lessee rents the Premises from Lessor, for the term set forth in Section 1.2 (the "**Lease Term**") commencing on the date set forth in Section 1.3 (the "**Commencement Date**"), and expiring on the date set forth in Section 1.4 (the "**Expiration Date**"). The Lease Term shall automatically renew for successive periods of one (1) year, unless, at least sixty (60) days prior to the expiration of the Lease Term then in effect, Lessor or Lessee elects not to renew the Lease Term by delivering written notice to the other Party.
4. **CONSIDERATION.** Lessor is leasing the Premises to Lessee free of rent or other consideration in order for Lessor to avail itself of the Utah "Limitation of Landowner Liability-Public Recreation" (*Utah Code Annotated §§ 57-14-1 et. seq., as amended*), hereinafter referred to as the "**Act.**"
5. **TAX WAIVER.** Lessee shall not assess against Lessor any property taxes on the Premises during the Lease Term, or during any renewal period of the Lease Term as provided for in Section 3.
6. **USE.**
 - 6.1. **Permitted Use.** Lessee will use the Premises for campgrounds, trailheads and other related recreational activities and facilities and for no other purpose, without Lessor's prior written consent, which consent may be given or withheld in Lessor's sole discretion. Lessee shall comply with all local, state and federal laws related to the construction, use and maintenance of the campground and shall maintain the improvements in good condition. Lessee shall ensure that the Premises are kept clean and free from trash, debris and environmental hazards.
 - 6.2. **No Interference.** Lessee agrees that it will conduct its operations upon the Premises so as not in any manner to interfere with any improvements or other property placed upon the Premises by Lessor and so as not to intentionally interfere with the use of the Premises, or any part thereof, by Lessor for its own operation or by those with a right to use the Premises or any portion thereof.

6.3. **Restricted Activities.** Lessee shall not use the Premises for purposes other than those stated in Section 6.1 above. Lessee shall not use the premises for hunting or grazing and shall make reasonable efforts to enforce hunting and grazing restrictions on the Premises. If Lessee should allow anyone access to the Premises for any purpose not related to the specific use permitted hereunder, it shall be considered a breach of the terms of this Lease by Lessee and, in such event, Lessor shall have the immediate right to terminate this Lease upon ten (10) days' notice to Lessee.

6.4. **Compliance With Laws.** In connection with the operation of Lessee's business at the Premises, Lessee shall be responsible for complying with all applicable governmental laws, statutes, rules, regulations, orders and ordinances (the "Laws"). In the event any governmental authority requires any repairs, improvements or alterations to be made to the Premises or any portion thereof (collectively, "Governmental Repairs") as a result of the specific nature of Lessee's use of the Premises, Lessee shall make and pay for such Governmental Repairs.

7. **CONDITION OF PREMISES.**

7.1. **"AS-IS" Transaction.** Lessee represents to Lessor that Lessee has inspected the Premises (or has had the opportunity to inspect the Premises and has elected not to) prior to the execution and delivery of this Lease and has found the same to be satisfactory for all purposes hereunder **and Lessee accepts the Premises in "as is", "where is" condition, subject to all legal requirements, any state of facts which an accurate survey or physical inspection of the Premises might show, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of Hazardous Materials (defined below), if any.**

7.2. **Boundary of Premises.** The boundaries of the Premises are approximate and intended to include parcels owned by Lessor in Middle Canyon, shown on Exhibit A, where public access is permitted for purposes of recreation. The Premises excludes the area encompassing the Utah Metals Tunnel dump and associated drainage channel. Lessor or Lessee may at any time request a land boundary survey to be performed at the sole cost of the party requesting the survey. The boundary of the Premises shall be updated according to any land boundary survey performed by a professional land surveyor.

7.3. **Additional Matters.** Lessee accepts this Lease and the possession of the Premises, with full knowledge of the nature and character of the industries that are now operated in the vicinity of the Premises and of the annoyances, inconveniences and unpleasantness possibly to attend or result from such operations, and Lessee hereby waives and releases any known or unknown claims, counterclaims, causes of action, suits or damages (including, without limitation, all foreseeable and unforeseeable consequential damages, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses ("Claims") of any kind, character, or nature whatsoever, fixed or contingent, against Lessor and any other Lessor Parties (defined below) for damage to property in, upon or about the Premises and for injury to persons in, upon or about the Premises, from any cause arising at any time during the Lease Term except for Claims caused by the gross negligence or willful misconduct of Lessor or its agents,

servants or employees. Lessee also acknowledges (and waives any Claims against Lessor with respect to) that Lessor reserves the right and privilege at any and all times hereinafter, to discharge through the air upon each and every portion of the Premises, any and all gases, dust, dirt, fumes, particulates and other substances and matter which may be released, given, thrown or blown off, emitted or discharged in the course of, by, or through the existence of or operations of any and all smelting plants, reduction works, mines, mills, refineries, manufactories, tailing deposits and other works and factories which now are, or which may hereafter at any time be established or operated by Lessor, its successors, grantees, Lessees or assigns, within Salt Lake County, Utah or Tooele County, Utah.

8. ACCESS.

8.1. **Access by Third Parties.** Lessee acknowledges and agrees that its use of any access roads or rights-of-way pertaining to or providing access to or within the Premises are not exclusive and are subject to the existing access rights of others and any easements or rights that Lessor may, in its sole and exclusive discretion, grant in the future. Lessor makes no representation or warranty regarding the location of or the availability of vehicular or pedestrian access to or within the Premises.

8.2. **Lessor's Reserved Right of Access.** Lessor, at all times, reserves to itself and its employees, contractors and agents, the right to enter upon the Premises, or any portion thereof, for any purposes, even if such access interferes with Lessee's use of the Premises.

8.3. **Restricted Access.** Lessee shall undertake commercially reasonable efforts to prevent trespass or unauthorized access to Lessor's property outside the Premises.

8.3.1. **Motor Vehicles.** Lessee shall not permit unauthorized motor vehicles beyond the road gate to White Pine Canyon. Lessee shall not permit motor vehicles to drive or park outside established roadways and parking areas on the Premises.

8.3.2. **Utah Metals Tunnel and Dump.** Lessee shall not access or permit unauthorized access to the area encompassing the Utah Metals Tunnel and Dump. Lessee shall not alter the dump slope or adjacent drainage channel. Lessee shall not alter or obstruct the existing access road to the Utah Metals Tunnel and Dump in a matter that would impede Lessor's access and maintenance.

8.4. **Limited Access Recreation Area.** Lessee shall have the right to collect fees associated with the recreational use of the Premises by the public as part of Lessee's management of Middle Canyon. Lessee may restrict the public ingress to the Premises during off hours and off seasons while tollbooths are not staffed.

9. **SURRENDER.** Upon the expiration or termination of this Lease, Lessee agrees to peaceably and promptly surrender possession of the Premises to Lessor and restore the Premises to its original condition, reasonable wear and tear excepted.

10. **UTILITIES.** Lessee shall be solely responsible for providing and paying for water, electric power and all other utilities for the operation, care and maintenance of the Premises. All necessary connections, if any, distribution lines or electric power facilities necessary for operation of the Premises, shall be subject to the prior written approval of Lessor and made or installed by Lessee at its sole cost and expense. Lessor shall have no obligation to provide any utilities to the Premises or any portion thereof. Lessee hereby waives any rights it may have against Lessor, arising out of any damage or injury (including damage to its business operations) arising out of the failure of any utility service affecting the Premises.

11. **IMPROVEMENT AND MAINTENANCE OF THE PREMISES.**

11.1. **Construction of Improvements.** Lessee is allowed to construct on the Premises, at the sole expense of Lessee, campsites, toilets, and other facilities related to recreational use of the Premises. Lessee shall install a pedestrian gate, at the sole expense of Lessee, adjacent to the existing road gate to White Pine Canyon. Lessee may install, at the sole expense of Lessee, a tollbooth and gate on the Premises as part of Lessee's efforts to collect recreational use fees and restrict afterhours access. No other improvements shall be constructed or located on the Premises by Lessee without the prior written consent of Lessor, which consent may be withheld in Lessor's sole and exclusive discretion. Lessor reserves the right to relocate or remove improvements installed by Lessee if improvements interfere with Lessor's operations or access to Lessor property.

11.2. **Mechanic's Liens.** Lessee shall promptly pay for any work performed at Lessee's request upon the Premises. Lessee shall keep the Premises free from any mechanic's and materialmen's liens arising out of any work performed, material furnished or obligations incurred by Lessee (collectively, "Liens"); provided that Lessee may contest the imposition of such Liens. Lessee shall keep Lessor informed of the status of any such contest and shall defend, indemnify, and hold harmless Lessor, its parents and affiliates, from and against any such Liens or claim or action thereon, together with the cost of suit and any reasonable attorneys' fees incurred by Lessor in connection with such claim or action. The obligations of Lessee under this Section will survive the expiration or earlier termination of this Lease.

11.3. **Maintenance.** Lessee shall be solely responsible, at Lessee's sole cost and expense, for maintaining or causing to be maintained the Premises and all portions thereof including improvements. Lessee agrees to maintain the Premises in a condition better than existed on the Commencement Date.

11.4. **Signage.** Any signage placed by Lessee must comply with the requirements and limitations imposed by local governmental authorities having jurisdiction over the Premises. Lessee shall remove all signage affixed to the Premises on or before the expiration or earlier termination of this Lease. Lessor reserves the right to request removal or modification of signage placed by Lessee.

12. INDEMNIFICATION/INSURANCE.

12.1. **Indemnification.** Lessee hereby indemnifies, holds harmless and agrees to defend Lessor, its parents, affiliates, subsidiaries, and their respective officers, agents, directors, and employees (collectively, the "**Lessor Parties**"), from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Premises or on the Lessor's property immediately adjoining the Premises caused by or arising out of: (i) the breach by Lessee of the obligations of Lessee under this Lease; (ii) the use of the Premises by Lessee or its officers, agents, directors, employees, agents, contractors, or public users; or (iii) the active or passive negligence or willful misconduct of Lessee, its officers, agents, directors, employees, agents and contractors; provided, Lessee does not indemnify Lessor against any injury, loss of life, or damage which is caused by the gross negligence or willful misconduct of Lessor or its agents, servants or employees. Lessee's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration of the Lease Term or earlier termination of this Lease, as to claims arising or accruing prior to the expiration of the Lease Term or earlier termination of this Lease.

12.2. **Required Insurance.** Subject to the terms of this Lease, Lessee shall, at its sole cost and expense, purchase and maintain in full force and effect, the insurance specified below:

12.2.1. Lessee shall provide and maintain comprehensive general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) covering its obligations under this Lease and insuring it against claims for personal injury, bodily injury or death, and property damage or destruction.

12.2.2. All insurance required under this Lease shall be written with an insurer licensed to do business in the State of Utah and shall name Lessor as an additional insured.

12.2.3. The limits of liability of all insurance required by Section 12.2 shall be not less than \$2,000,000 for personal injury or bodily injury or death of any one person, \$2,000,000 for personal injury or bodily injury or death of more than one person in one occurrence and \$500,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$2,000,000 per occurrence.

12.2.4. Lessee shall furnish Lessor with certificates evidencing such insurance and additional insured endorsements. The policies of such insurance shall provide that the insurance represented by such certificates shall not be cancelled, materially changed or non-renewed without the giving of thirty (30) days prior written notice to the holders of such insurance and the holders of such certificates.

13. CONDEMNATION.

13.1. **Lessee's Right to Terminate.** In the event of: (i) a total taking of the Premises; or (ii) a taking of any portion of the Premises which renders the balance of the Premises unsuitable for Lessee's use thereon (in Lessee's reasonable judgment), Lessee may cancel this Lease by written notice to Lessor within six (6) months after the taking. Lessor shall have the right to convey any portion of the Premises in lieu of condemnation without Lessee's prior consent.

13.2. **Lessee's Award.** Whether or not this Lease is terminated as a result of a taking, each party shall have the right to claim, prove, collect and retain any damages awarded under the applicable laws of the jurisdiction in which the Premises is located; provided that (a) any such claim by Lessee can be and is prosecuted and heard in a proceeding separate from Lessor's claim, and (b) any award to Lessee is in addition to, and not in reduction of, any award which otherwise be payable to Lessor.

14. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease or any interest therein or sublet the whole or any portion of the Premises without the prior written consent of Lessor, which Lessor may grant or deny in its sole, subjective discretion. If Lessee assigns this Lease, Lessee shall remain liable to Lessor for full performance of Lessee's obligations under this Lease.

15. DEFAULT AND REMEDIES.

15.1. **Events of Default.** The occurrence of any of the following constitutes an "Event of Default" by Lessee under this Lease:

15.1.1. **Failure to Perform.** Lessee breaches or fails to perform any of Lessee's non-monetary obligations under this Lease and the breach or failure continues for a period of thirty (30) days after Lessor notifies Lessee of Lessee's breach or failure; provided that if Lessee cannot reasonably cure its breach or failure within a thirty (30) day period, Lessee's breach or failure is not an Event of Default if Lessee commences to cure its breach or failure within the 30-day period and thereafter diligently pursues the cure and effects the cure within a period of time that does not exceed thirty (30) days after the expiration of the 30-day period. Notwithstanding any contrary language contained in this Section 15.1.1. Lessee is not entitled to any notice or cure period before an incurable breach of this Lease (or failure) becomes an Event of Default.

15.1.2. **Execution of Estoppel Certificate/Subordination Agreement.** Lessee fails to deliver a signed estoppel certificate or subordination agreement as requested by Lessor within the period described in Section 20.1.2.

15.1.3. **Unauthorized Transfer.** Lessee transfers this Lease or any rights under this Lease in violation of Section 14.

15.1.4. **Misrepresentation.** The existence of any material misrepresentation or omission in any statements, correspondence or other information provided to

Lessor by or on behalf of Lessee or any Guarantor in connection with (a) Lessee's negotiation or execution of this Lease; (b) Lessor's evaluation of Lessee as a prospective Lessee at the Premises; (c) any proposed or attempted Transfer; or (d) any consent or approval Lessee requests under this Lease.

15.1.5. **Judgment.** The obtainment by Lessor of a judgment against Lessee by a court of competent jurisdiction that Lessee has breached a provision of this Lease, regardless of whether such judgment is in the form of declaratory relief, injunctive relief or monetary damages, and Lessee fails to comply with such judgment within thirty (30) days.

15.1.6. **Improper Use.** Lessee uses the Premises, or permits the Premises to be used, for any restricted or prohibited use or any use not permitted under this Lease or violates any term or condition of this Lease, and Lessee fails to correct such violation within five days after receipt of a notice from Lessor.

15.1.7. **Guaranty Default.** Guarantor's default (beyond any applicable notice and grace periods) under any guaranty now or after the Effective Date securing all or any part of Lessee's obligations under this Lease.

15.1.8. **Other Defaults.** (a) Lessee makes a general assignment or general arrangement for the benefit of creditors; (b) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Lessee; (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Lessee and is not dismissed within 60 days; (d) a trustee or receiver is appointed to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease and possession is not restored to Lessee within 30 days; or (e) substantially all of Lessee's assets, substantially all of Lessee's assets located at the Premises or Lessee's interest in this Lease is subjected to attachment, execution or other judicial seizure not discharged within 30 days. If a court of competent jurisdiction determines that any act described in this Section does not constitute an Event of Default, and the court appoints a trustee to take possession of the Premises (or if Lessee remains a debtor in possession of the Premises) and such trustee or Lessee Transfers Lessee's interest hereunder, then Lessor is entitled to receive the amount by which the Rent (or any other consideration) paid in connection with the Transfer exceeds the Rent otherwise payable by Lessee under this Lease.

15.2. **No Waiver.** The failure of Lessor to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that Lessor may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

15.3. **Remedies.** Upon the occurrence of a default, Lessor shall have the right to: (a) continue the Lease in full force and effect and enforce all of the rights and remedies under the Lease; (b) re-enter and take possession of the Premises and relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such

other terms and conditions as Lessor deems reasonable; (c) elect to terminate this Lease and Lessee's right to possession hereunder, or (d) exercise any other right or remedy available to Lessor at law or equity including, without limitation, specific performance. In any event, Lessee shall be obligated to pay to Lessor attorney's fees and costs incurred by Lessor due to Lessee's default. Should Lessor elect to reenter or to take possession of the Premises, Lessee agrees to peacefully and quietly yield up and surrender the Premises to Lessor. Should Lessor re-enter as herein provided or take possession pursuant to legal proceedings, or otherwise, Lessor may terminate this Lease by giving written notice to Lessee; provided that such right of termination shall not waive any other rights of Lessor.

15.4. **Lessor's Right to Cure Defaults.** If Lessee shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for thirty (30) days after notice thereof by Lessor, Lessor may, but shall not be obligated to do so, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed as provided in this Lease. All sums so paid by Lessor and all necessary incidental costs shall be deemed additional rent hereunder and shall be payable to Lessor on demand, together with interest at the rate of 18% per annum.

15.5. **Bankruptcy.** If Lessee shall be adjudicated or declared bankrupt, or if any proceedings are filed by or against Lessee, under the U.S. Bankruptcy Code or any similar provisions of any future federal bankruptcy law, or any state insolvency law, then and in any such event, Lessor may, at its option, terminate this Lease and all rights of Lessee hereunder by giving to Lessee written notice of Lessor's election to so terminate, in which event this Lease shall cease and terminate with the same force and effect as though the date set forth in said notice were the date originally set forth herein and fixed for the expiration of the Lease Term, and Lessee shall vacate and surrender the Premises but shall remain liable to the full extent permitted by law. If as a matter of law Lessor has no right upon Lessee's bankruptcy to terminate this Lease, then if Lessee, as debtor, or its trustee, wishes to assume or assign the Lease, in addition to curing or adequately assuring the cure of all defaults existing under this Lease on Lessee's part on the date of filing of the proceedings (such assurances being defined below), Lessee, as debtor or its trustee, must also furnish adequate assurance of future performance under this Lease. Adequate assurance of curing defaults means the posting with Lessor of a sum in cash sufficient to defray the costs of curing all existing defaults. Adequate assurance of future performance under this Lease means posting with Lessor a reasonable deposit and all other charges payable by Lessee hereunder, and in the case of an assignee, assuring Lessor that the assignee is financially capable of assuring this Lease and that its use of the Premises will be as provided elsewhere in this Lease and for no other use. In a reorganization under the Bankruptcy Code, the debtor or trustee must assume this Lease or assign it within sixty (60) days from the filing of the proceeding or it shall be deemed to have rejected and terminated this Lease. If this Lease is assumed by a bankruptcy trustee appointed for Lessee or by Lessee as debtor-in-possession and thereafter Lessee is liquidated or files a subsequent petition for reorganization under the Bankruptcy Code, then Lessor may, at its option, terminate this Lease and all rights of Lessee hereunder by giving Lessee written notice of its

election to so terminate no later than thirty (30) days after the occurrence of either of such events. When, pursuant to the Bankruptcy Code, a trustee or debtor-in-possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charges shall not be less than all rent and other monetary obligations of Lessee hereunder.

16. HAZARDOUS MATERIALS; COMPLIANCE WITH LAWS.

16.1. **Hazardous Materials.** “**Hazardous Materials**” means any substance or material which is defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “extremely hazardous waste”, “acutely hazardous wastes”, “restricted hazardous waste”, “toxic substances”, or “known to cause cancer or reproductive toxicity” (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health or safety, the environment or natural resources (“**Environmental Law**”). “**Release**” or “**Released**” means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migration on or from the Premises or adjacent property, or disposing of Hazardous Materials into the environment. Lessee covenants that it will not Release or cause the Release of any Hazardous Materials at the Premises in violation of any Environmental Law and shall indemnify, hold harmless and defend Lessor and the Lessor Parties, from and against all claims, damages, expenses (including, without limitation, reasonable attorneys’ fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property arising as a result of or in connection its breach of such covenant. Lessee’s indemnity obligations hereunder shall survive the expiration or termination of this Lease.

16.2. **Compliance with Laws.** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Premises or over Lessee’s use of the Premises, including, without limitation, any Environmental Law. Lessee may contest the validity of any such law, ordinance, rule or regulation but shall indemnify and hold Lessor harmless against the consequences of any violation thereof by Lessee. Lessee shall, at its sole cost and expense, obtain and maintain all licenses, permits and approvals required or appropriate in connection with its use of the Premises and its operations thereon and otherwise comply with all laws, statutes, codes, regulations and ordinances pertaining to Lessee’s use of the Premises and its operations thereon. Lessee shall, when determined appropriate by Lessor, comply with Lessor’s health, safety and environmental standards as they may be modified from time to time.

17. **COORDINATION OF ACTIVITIES.** Lessee shall coordinate all use and activities on rights of way providing access to the Premises to ensure Lessee’s activities do not unreasonably interfere with uses by Lessor. Lessee shall conduct all of its activities on any such rights of way in a manner consistent with the best industry practices and minimize the risk of injury to property, operations or processes, and to persons thereupon or in the vicinity

thereof. Lessee's activities shall be conducted so as not to materially interfere with the operations of Lessor. The Parties agree that any disruption of mining and mineral processing operations shall be deemed material interference. If the interference is unavoidable, Lessee shall not proceed with activities until it shall have first obtained specific written authority and directions from Lessor, which authority and directions shall not be unreasonably withheld, and Lessee shall proceed in accordance with the directions given. Lessor hereby reserves the right for itself, and its duly authorized agents and representatives at all reasonable times to enter upon the Premises for the purpose of inspecting the same and showing the same to any prospective Lessee, purchaser or encumbrancer, and for all other reasonable purposes. Nothing contained herein shall imply or impose any duty on Lessor to inspect the Premises. Lessor reserves the right in its sole and absolute discretion to modify, realign and relocate from time to time the access roads serving the Premises.

18. NOTICES.

18.1. Addresses for Notices. All notices given pursuant to this Lease shall be in writing and shall be given by fax, personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party. All notices to Lessor or Lessee shall be sent to the person and address set forth in Section 1.

18.2. Change of Notice Address. The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Lease shall be deemed given upon receipt.

18.3. Receipt. For the purpose of this Lease, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to Section 18.1 as shown on the return receipt; (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to Section 18.1; or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (a) the date of the attempted delivery or refusal to accept delivery; (b) the date of the postmark on the return receipt; or (c) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.

19. LESSOR'S RIGHT TO TERMINATE AND RELOCATE.

19.1.1. Lease Termination by Lessor. As a material part of the consideration bargained, Lessor shall have the right to terminate this Lease in whole or part upon thirty (30) days' notice to Lessee. At the end of the thirty-day period, Lessee shall quit and surrender to Lessor the quiet and peaceful possession of the Premises or portion thereof and Lessee shall remove from the Premises at its expense all equipment, machinery, personal property and other improvements thereupon belonging to Lessee. Prior to or concurrently with a partial termination of this Lease, Lessor will prepare, and the Parties will execute, an amendment to this Lease to evidence the partial termination and make any necessary changes resulting from the partial termination.

19.1.2. **Surrender of Possession.** Upon terminating this Lease in whole or part under Section 19.1.1, Lessee agrees to peaceably and promptly vacate and surrender possession of the applicable portion of the Premises to Lessor.

19.1.3. **Waiver of Claims.** The rights to terminate and relocate under this Section 19 are for the sole and exclusive benefit of Lessor. Lessee hereby waives any Claims it may have against Lessor, arising out of the termination of this Lease in whole or part, and/or the relocation of Lessee's facilities.

20. SUBORDINATION; ESTOPPEL CERTIFICATES.

20.1.1. **Subordination and Attornment.** This Lease is junior, subject, and subordinate to all mortgages, deeds of trust, and other security instruments of any kind now encumbering the Premises, or any portion thereof. Lessor reserves the right to place liens and other encumbrances on the Premises, or any part thereof or interest therein superior in lien and effect to this Lease. This Lease, at the option of Lessor, shall be subject and subordinate to any and all such liens or encumbrances now or hereafter imposed by Lessor without the necessity of the execution and delivery of any further instruments on the part of Lessee to effectuate such subordination. Lessee covenants and agrees to execute and deliver, within ten (10) days of request, such further instruments evidencing such subordination of this Lease as may be requested by Lessor.

20.1.2. **Estoppel Certificates.** Upon Lessor's written request, Lessee will execute, acknowledge and deliver to Lessor a written statement in form satisfactory to Lessor certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect, as modified, and stating the modifications); (b) that this Lease has not been canceled or terminated; (c) whether there are then existing any breaches or defaults by Lessor under this Lease known to Lessee, and, if so, specifying the same; (d) specifying any existing claims or defenses in favor of Lessee against the enforcement of this Lease (or of any guaranties); and (e) such other factual statements as Lessor, any lender, prospective lender, investor or purchaser may reasonably request related to this Lease. Lessee will deliver the statement to Lessor within ten (10) days after Lessor's request. Lessor may give any such statement by Lessee to any lender, prospective lender, investor or purchaser of all or any part of the Premises and any such party may rely conclusively upon such statement as true and correct.

21. LESSEE'S REPRESENTATIONS. Lessee hereby represents, warrants and covenants to Lessor as follows:

21.1. **Lessee's Authority.** Lessee has full power, authority, capacity and legal right to enter into, execute and deliver this Lease. Each person signing this Lease on behalf of Lessee is authorized to do so. This Lease constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

21.2. **Legal Status/Approvals.** Lessee (a) is duly organized or formed, validly existing and in good standing under the laws of its state of organization or formation; (b) is duly qualified to transact business and is in good standing in the state of Utah; and (c) has full power and authority to lease the Premises and carry on its business as now conducted. Lessee has all necessary approvals, governmental and otherwise, to execute and deliver this Lease and the execution and delivery of this Lease by Lessee will not place Lessee in default of any agreements to which Lessee is a party or bound.

21.3. **Expertise.** Lessee has the skill, training and expertise necessary to perform Lessee's obligations under this Lease.

22. **LESSOR'S DEFAULT.** If Lessor defaults in the performance of any of its obligations under this Lease, Lessee shall deliver written notice to Lessor specifying the default and Lessor will have forty-five (45) days after receiving such notice to cure the default. If Lessor is not reasonably able to cure the default within such 45-day period, Lessor will have an additional reasonable period of time to cure the default as long as Lessor commences the cure within the 45-day period and thereafter diligently pursues the cure. Any claim Lessee may have against Lessor for default under this Lease is deemed waived unless Lessee notifies Lessor of the default within thirty (30) days after Lessee knew or should have known of the default. In no event shall Lessor be liable to Lessee or any other person for consequential, special, expectation, or punitive damages, including, without limitation, lost profits.

23. GENERAL PROVISIONS.

23.1. **Reservation of Lessor.** Lessor, at all times, reserves to itself and its employees, contractors and agents, the right to enter upon the Premises, or any portion thereof, for any purposes, provided the same does not unreasonably interfere with Lessee's use of the Premises as contemplated hereunder.

23.2. **Successors.** All of the rights and obligations under this Lease shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the Parties.

23.3. **Attorneys' Fees.** If either Party to this Lease is required to initiate or defend litigation in any way connected with this Lease, the prevailing Party in such litigation in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. If either Party to this Lease is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Lease, or obligation of the other Party to this Lease, then the Party so litigating shall be entitled to reasonable attorneys' fees from the other Party. Attorneys' fees shall include attorneys' fees on any appeal. In addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel, and all other necessary costs incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

23.4. **Time of the Essence.** Time is of the essence with respect to the performance by Lessee of every provision of this Lease in which time of performance is a factor.

- 23.5. **Relationship of the Parties.** Lessee shall be an independent contractor and not an employee or agent of Lessor. Lessee shall have the sole obligation of satisfying any state and federal laws or regulations including, but not limited to, any tax withholding or reporting requirements and any social security withholding or reporting requirements regarding Lessee's business conducted on and at the Premises. Lessee acknowledges that the tenancy created by this Lease does not include any option or right to purchase the Premises. Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of Lessor and Lessee.
- 23.6. **Holdover.** In the event Lessee holds over following the expiration or termination of this Lease, Lessee shall be deemed to be occupying the Premises as an at will Lessee. During any holdover period, (i) Lessee shall pay an occupancy fee in an amount equal to five hundred dollars (\$500) on a monthly basis; (ii) Lessee shall not assess property taxes against the Premises. In no event shall such holding over be deemed to create or renew any other form of tenancy, nor shall either Party have the right to create such a tenancy.
- 23.7. **Transfer of Lessor's Interest.** If Lessor transfers any interest in the Premises for any reason other than collateral security purposes, Lessor is automatically relieved of all obligations accruing under this Lease from and after the date of the Transfer, provided that the transferor will deliver to the transferee any funds the transferor holds in which Lessee has an interest (such as the Security Deposit). Lessor's covenants and obligations in this Lease bind each successive Lessor only during and with respect to its respective period of ownership. However, notwithstanding any such Transfer, the transferor remains entitled to the benefits of Lessee's indemnity and insurance obligations (and similar obligations) under this Lease with respect to matters arising or accruing during the transferor's period of ownership.
- 23.8. **No Presumption.** This Lease shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Party. Lessor and Lessee represent and warrant to each other that they have been represented by, and have had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this Lease. Lessor's submission of this instrument to Lessee for examination or signature by Lessee does not constitute a reservation of or an option to lease and is not effective as a lease or otherwise until Lessor and Lessee both execute and deliver this Lease.
- 23.9. **Severability.** If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent be held by a court in an action between the Parties or otherwise affecting this Lease to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

- 23.10. **Force Majeure.** If Lessor is delayed or prevented from performing any act required in this Lease by reason of Lessee delay or event of force majeure, Lessor's performance of such act is excused for the period of delay caused by such Lessee delay or force majeure and the period of the performance of any such act will be extended for a period equivalent to such delay period.
- 23.11. **No Third Party Beneficiaries.** This Lease is not intended to be a third party beneficiary contract for the benefit of any third parties, and shall not be deemed to confer any rights upon any person or entity other than the parties to this Lease, nor obligate the Parties to this Lease to any person or entity other than the Parties to this Lease.
- 23.12. **Commissions.** Lessor and Lessee each represents and warrants to the other that it has employed no broker, finder or other person in connection with the transactions contemplated under this Lease which might result in the other Party being held liable for all or any portion of a commission hereunder. Lessor and Lessee each hereby agree to indemnify and hold the other free and harmless from and against all claims and liability arising by reason of the incorrectness of the representations and warranties made by such Party in this Section, including, without limitation, reasonable attorneys' fees and litigation costs.
- 23.13. **No Other Agreements.** The terms set forth in this Lease are intended by the Parties as a final expression of their agreement with respect to such terms and may not be contradicted or supplemented by evidence of any prior agreement or of any contemporaneous oral agreement. This Lease is intended to be a complete and exclusive statement of the terms of the agreement between the Parties and the terms of this Lease may not be explained or supplemented by evidence of consistent additional terms. This Lease may not be amended or modified by any act or conduct of the Parties or by oral agreement, unless reduced to a writing signed by Lessor and Lessee. This Lease replaces and supersedes any existing leases or other agreements between Lessor and Lessee regarding the Premises or any portion thereof.
- 23.14. **Authority.** The individuals who execute this Lease represent and warrant that: (i) they are duly authorized to execute this Lease on behalf of Lessor or Lessee, as the case may be; (ii) the parties named are all the necessary and proper parties; and (iii) no other signature, act or authorization is necessary to bind such entity to the provisions of this Lease.
- 23.15. **Joint and Several Liability.** All parties signing this Lease as Lessee are jointly and severally liable for performing all of Lessee's obligations under this Lease.
- 23.16. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its conflict of laws principles.
- 23.17. **Recording.** Lessee will not record this Lease or a memorandum of this Lease without Lessor's prior written consent, which consent Lessor may grant or withhold in its sole and absolute discretion.

- 23.18. **Lessor's Limited Liability.** Lessee will look solely to Lessor's interest in the Premises for recovering any judgment or collecting any obligation from Lessor or any other Lessor Party. Lessee agrees that neither Lessor nor any other Lessor Party will be personally liable for any judgment or deficiency decree.
- 23.19. **Remedies Not Exclusive.** The various rights and remedies herein contained and reserved to each of the Parties, except as herein otherwise expressly provided, are not exclusive of any other right or remedy of such Party, but are cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either Party, shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein.
- 23.20. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as of the dates below written to be effective as of the Effective Date.

LESSOR:

KENNECOTT UTAH COPPER LLC,
a Utah limited liability company

Date: 1/15, ²⁰¹⁹~~2018~~

By: *Mark Cameron*
Print Name: Mark Cameron
Title: Managing Director, RTKC

LESSEE:

TOOELE COUNTY,
a political subdivision of the State of Utah

Date: 12-18, 2018

By: *Wade B. Bitner*
Print Name: WADE B. BITNER
Title: COMMISSION CHAIRMAN

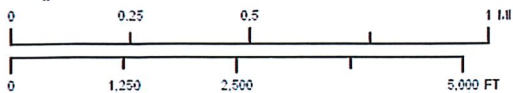
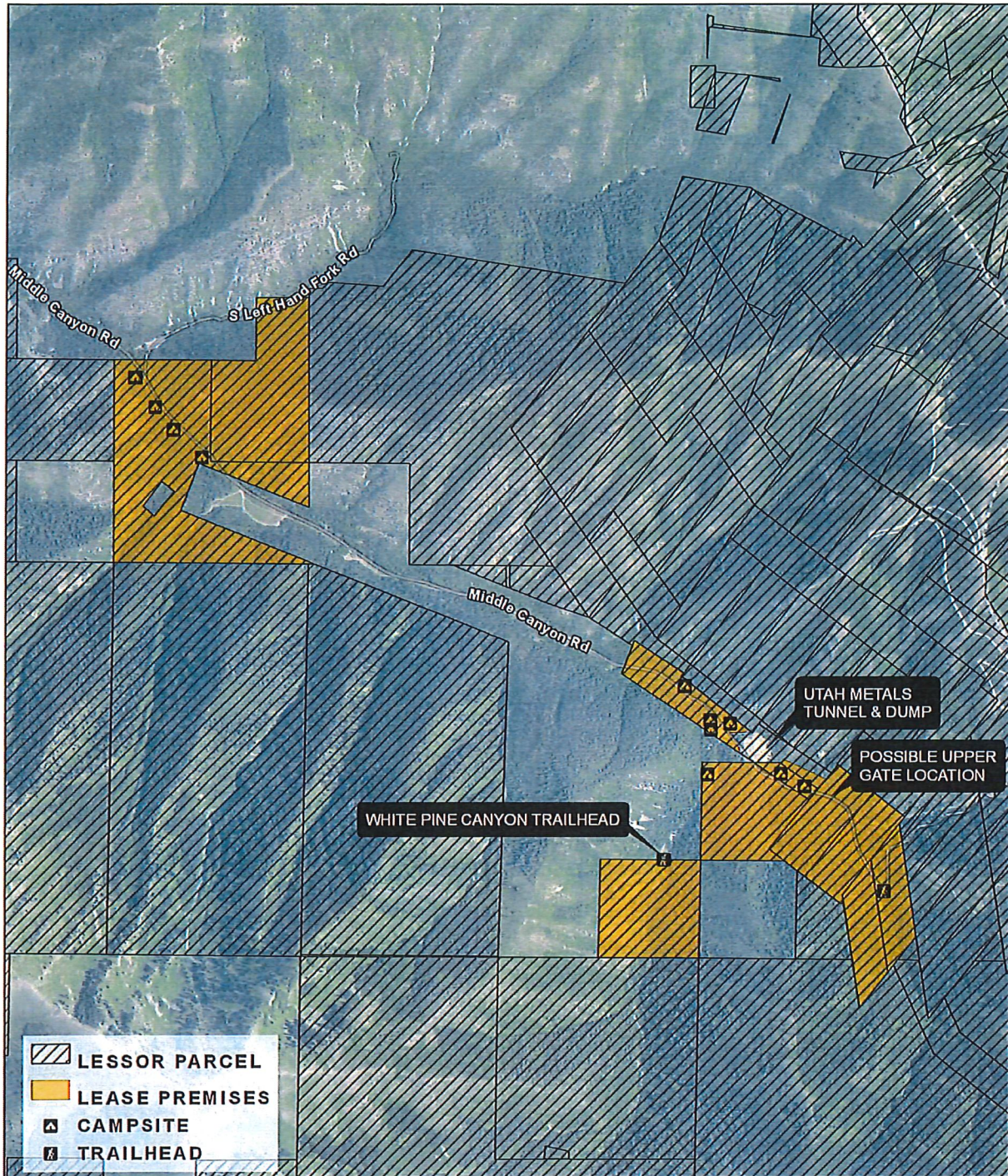
ATTEST:

Marilyn K. Gillette
MARILYN K. GILLETTE
TOOELE COUNTY CLERK/AUDITOR



Approved as to form
RTKC LEGAL DEPARTMENT
By: *George J. Stewart*
George J. Stewart
Chief Counsel - US
Date: 1/14/18

EXHIBIT A TO GROUND LEASE AGREEMENT
(Depiction of Premises)



Rio Tinto
Kennecott Copper

DATE: 11/12/2018 8:41 AM
 CREATED BY: COLTON JOPLIN
 DOCUMENT NAME: LEASE PREMISES
 COORDINATE SYSTEM: NAD 1983 STATEPLANE UTAH CENTRAL FIPS 4302 FEET
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