

## **AGREEMENT RELATED TO MITIGATION MEASURES AND OTHER COMMUNITY INVESTMENTS**

This Agreement Related to Mitigation Measures and Other Community Investments ("Agreement") is made and entered into this 14 day of JAN, 2021 (the "Effective Date") between the Town of Superior, an Arizona municipal corporation, (the "Town") and Resolution Copper Mining LLC, a Delaware limited liability company ("Resolution Copper" or "RCML"). The Town and Resolution are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

### **RECITALS**

- A. RCML is the operator of the Resolution Mine, Mine ID No. 0200152, Pinal County, Arizona, located outside the Town.
- B. The Town and RCML agree that an economically diversified community will improve the overall quality of life for Town residents, employers and their employees. Economic diversity will increase the competitiveness of the Town and its ability to retain and attract quality employers, businesses and venues that will further diversify the economic base through expanded employment opportunities for present and future residents.
- C. The Town and other community stakeholders submitted written comments to the United States Forest Service ("USFS") related to potential impacts described in the RCML Draft Environmental Impact Statement ("DEIS"). The Final Environmental Impact Statement ("FEIS") will contain mitigation measures that address such impacts. These measures will also be described in the Record of Decision ("ROD").
- D. In addition to the mitigation measures described in the ROD, RCML as part of a consultative process with the Town, has agreed to make other community investments.
- E. The Town and RCML also wish to address conditions on Queen Creek that arise from historic mining activity that occurred before the Resolution Project. By addressing these conditions, the Parties wish to protect the long-term ecological health of Queen Creek.
- F. The Parties wish to memorialize the outcome of their consultative efforts with this Agreement.

### **AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Mutual Understanding. To demonstrate RCML's commitment to support the local community,

RMCL agrees that it will undertake the mitigation measures and community investments set forth in this Agreement.

2. Definitions. The following terms shall be defined as set forth below.

2.1. NTP or “notice to proceed” shall mean the day that there is a market announcement of a formal decision by Resolution Copper to proceed to mine construction for purposes of Commercial Production.

2.2. Commercial Production shall mean the production of valuable locatable minerals in commercial quantities.

3. Mitigation and Community Investment Measures.

3.1. Water Monitoring. Independently and in compliance with future permitting requirements, RCML will monitor, measure and mitigate future impacts, if any, to seeps, springs and wells potentially impacted by dewatering operations at the mine. If not otherwise established in the Special Use Permit issued to RCML for the infrastructure corridor, the Oversight Committee shall prepare or cause to be prepared a monitoring plan.

3.2. Queen Creek. RCML and the Town agree there are conditions related to historic mining that impact the flow of water in Queen Creek.

3.2.1. In order to initiate actions to address these existing impacts the Parties will utilize the Natural Channel Design (“NCD”) report (June 2020) (NCD Report), attached as Appendix XX, and implement efforts related to rehabilitate, restore, and preserve Queen Creek near the Town.

3.2.2. As supported by the NCD Report, RCML will arrange for an initial flow to be placed into Queen Creek (“Initial Trial”). In said Initial Trial, RCML will discharge untreated water from the natural Apache Leap Tuff water, or from another source, at an initial flow rate of 25 gpm (40 af/y) into Queen Creek.

3.2.3. Depending on the results of the Initial Trial, RCML will arrange for the discharge of untreated water from the natural Apache Leap Tuff water, or from another source, at a flow rate of 40 gpm (60 af/y) into Queen Creek

3.2.4. RCML agrees to conduct further evaluation into the safe, responsible and prudent flow volume for discharges into Queen Creek. Specifically, RCML agrees to:

3.2.4.1. Retain consultants, engineers, or other experts by mid-March 2021 to further evaluate the volume of flow that reports to the Magma workings that would otherwise flow to Queen Creek.

3.2.4.2. Develop and agree to scope, deliverables, and award criteria with the

Town prior to issuing the “Request for Qualifications” (RFQ) for the evaluation described in Section 3.1.4.1.

- 3.2.4.3. Collaborate with the Town or a designated representative, and a Community Working Group representative, in evaluating and awarding the RFQ. The Parties acknowledge that if there is a conflict of interest between the bidding company and the Town, a Town official, or the Community Working Group representative, then best practices will restrict said individual from participating in the evaluation and award of the RFQ.
- 3.2.4.4. Seek in good faith to contract with the UA Water Resources Research Center (Ashley Huling) under a jointly agreed scope of work for additional independent, transparent, and unbiased support.
- 3.2.4.5. Examine impacts of both rain water flow and ground water pumping with a model scaled appropriately to encompass Queen Creek in the vicinity of the Historic Magma Workings.
- 3.2.5. RCML agrees that it will arrange for untreated water to be placed into Queen Creek for the life of the mine, in an amount determined to be safe, responsible and prudent, and consistent with the findings from the studies described in Section 3.2.4 above (“Annual Replacement Flow Volume”).
- 3.2.6. The Parties acknowledge and agree that any discharges in this Section 3 are subject to compliance with all local, state and federal laws, and obtaining any required permits.
- 3.3. Queen Creek Restoration. RCML understands that the health of Queen Creek is a priority for the Town. Accordingly, RCML agrees to undertake the following actions:
  - 3.3.1. Independently and in compliance with the 404 compensatory mitigation plan, promote more natural stream functions in Queen Creek through: the removal of tamarisk and other invasive species; the removal of man-made debris identified by RCML; seed with native species to allow native riparian vegetation to return to its historic composition and structure; and, subject to future agreement with BHP, the establishment of a site protection instrument to restrict future development and provide protected riparian and wildlife habitat.
  - 3.3.2. Independently and in compliance with mitigation measures described in the FEIS, replace stormwater that would otherwise flow to Queen Creek, but does not as a direct result of future subsidence. RCML plans to do so by placing water into Queen Creek above the Magma Bridge and potentially other locations, both concurrently and in advance of future subsidence impacts.
  - 3.3.3. Pursuant to an applicant-committed environmental protection measure (ACEPMs)

set forth in the FEIS, before subsidence starts, evaluate the practicability of implementing a diversion around the subsidence area, which would have the potential to divert water around the mine and into Queen Creek and Devil's Canyon.

3.4. Future water supplies. RCML agrees to collaborate with the Town in securing water supplies sufficient to meet its water demands associated with future growth.

3.5. Dark skies. Pursuant to an ACEPM set forth in the FEIS, RCML agrees to implement management measures to reduce potential impacts to sky brightness and dark sky effects associated with future construction and operation. Any such management measures shall be subject to RCML maintaining a safe work environment. Specifically, to mitigate impacts to sky brightness, RCML agrees to:

3.5.1. Install lighting that is directed downwards and in compliance with the Pinal County Code, Chapter 2, Outdoor Lighting.

3.5.2. Minimize lighting in non-critical areas and focus on lighting critical areas along roadways, corridors and other specific locations where it is necessary for operational effectiveness and safety, such as pump stations and potential pedestrian traffic.

3.5.3. Replace lighting in non-critical areas by using lower-impact lighting, such as amber LEDs.

3.5.4. Reduce illumination levels where appropriate and safely possible.

3.5.5. Install lighting with control systems that provide the ability to turn lighting off at particular times of night, such as motion activated lighting or timers.

3.5.6. Provide a dark skies brochure to the Town containing the measures described in this Section 3.5.

3.6. Roads and Traffic.

3.6.1. Roads.

3.6.1.1. As a community-investment measure, in order to minimize and/or eliminate the adverse impacts of mine-related traffic on road conditions, every year of this Agreement, RCML will hire an Arizona Department of Transportation (ADOT) approved engineer to perform an assessment of road conditions along Main Street between US-60 and the Lone Tree Gate, along Magma Avenue, and along other streets that the Oversight Committee determine are impacted by mine-related traffic. Following those assessments, RCML will provide the recommended funds needed to address the direct impacts from RCML's mine-related traffic.

- 3.6.1.2. The Oversight Committee shall review this issue periodically, but no less than annually, to address any material changes in circumstances.
- 3.6.2. Traffic. Pursuant to the Town's request for additional traffic monitoring at intersections and the implementation of a traffic management plan, the traffic impact analysis has been revised in the FEIS. Consistent with these revisions, RCML agrees to implement the following measures:
  - 3.6.2.1. Based on the traffic impact analysis in the EIS, prior to NTP, RCML shall direct mine-related traffic headed to the West Plant gate to use Main Street and enter at the Lone Tree Gate, rather than travelling along Magma Heights Road.
  - 3.6.2.2. Pursuant to an ACEPM set forth in the FEIS, prior to NTP, RCML will work with ADOT and the Oversight Committee to evaluate measures, such as 'Construction Traffic' advanced warning signs, flaggers or officers, to assist with turning movements at the intersections of US-60 and Main Street, and the SR-177/US-60 off/on ramp, during peak construction.
  - 3.6.2.3. Pursuant to an ACEPM set forth in the FEIS, the Oversight Committee will prepare or cause to be prepared a traffic management plan to address the Town's concerns related to mine-related traffic. Prior to NTP, and when the exact time for construction is determined, RCML will work with ADOT and the Oversight Committee to develop an additional traffic management plan for the peak construction period, as necessary.
  - 3.6.2.4. Pursuant to an ACEPM set forth in the FEIS, RCML will cover the direct costs of traffic officers as required to implement agreed traffic management plans and/or controls.
- 3.7. Endowment for economic development. As a community investment measure, within 60 days of NTP, Resolution shall invest in an endowment for a sustainable regional economic development entity (or entities) that will provide programming and investment for Copper Triangle Communities (Superior, Hayden, Winkelman and Kearny). This new community-based entity will partner with external organizations, local municipalities and stakeholders with expertise and tools to support and enhance the quality of life in the region.
- 3.8. Historic Preservation. As set forth in the Programmatic Agreement (PA), Resolution Copper shall establish a fund to address effects on historic properties and other community infrastructure within the communities of Superior, Miami, Globe, Kearny, Hayden, and Winkelman. The monies in the fund will financially support a revolving loan program that will be administered by an organization that has experience in managing, investing, distributing, and reporting funds held for 501(c)(3) purposes and will be

overseen by an appropriate governance structure, and will permit the implementation of the funding described herein. Applications for use of monies from the Community Development Fund shall be reviewed by a committee consisting of representatives from State Historic Preservation Office (SHPO), the applicable administering organization, and the affected communities. All funded projects must comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties and compliance with these Standards will be determined by SHPO. The endowment will be funded within 60 days of NTP. Specific parameters for the Community Development Fund shall be defined through consultation between Resolution Copper, an applicable administering organization, and SHPO, and must include: (a) availability to municipalities, counties, non-profits, private citizens, and private organizations; (b) preference for projects participating in other historic preservation incentive programs; and (c) preference for projects agreeing to repay funds within 5 years of award, with extensions possible.

### 3.9. Recreation.

3.9.1. Campground. As set forth in the PA, Resolution Copper shall establish an alternative campground site known as Castleberry, within 18 months of the issuance of the final Record of Decision, to mitigate the loss of Oak Flat Campground, an NRHP-eligible Depression-era historic property and an important local recreation facility. The new Castleberry Campground will be located on private property owned by Resolution Copper near the Town that contains numerous prehistoric and historic-era historic properties. Efforts to avoid or address historic properties shall be governed by the PA.

3.9.2. Climbing. In advance of future subsidence impacts, if any, RCML commits to develop access to an alternative climbing and bouldering area located immediately south of the town, called the "Inconceivables". RCML's commitments in this subsection are subject to obtaining the necessary regulatory approvals.

3.9.3. Multi-use trail. RCML shall fund the construction and maintenance of a new multi-use trail network on Tonto National Forest lands, in the vicinity of the Town, to mitigate the loss of public access (roads) within Oak Flat. Although this mitigation measure is tied to future mining and subsidence impacts, RCML commits to initiating construction on the final approved multi-use trail network within six months of issuance of the ROD by the USFS (litigation permitting). RCML's commitments in this subsection are subject to obtaining the necessary regulatory approvals.

3.10. Public services. Pursuant to an ACEPM set forth in the FEIS, RCML will cover the net direct costs related to increased demand on the Town's public services resulting from the mine's development.

3.10.1. Prior to NTP, the Oversight Committee will negotiate an agreement wherein RCML will be responsible for direct costs related to the project's increased demand on the Town's public services during the construction phase (after NTP and prior to

Commercial Production). The Oversight Committee will determine such costs by reviewing 5-year forecasts utilizing agreed-upon cost factors and the anticipated project design at NTP.

- 3.10.2. During the construction phase, public service agreements between the Parties shall have two year terms. At the end of each term the Parties shall either extend the existing terms and conditions of the agreement or enter into a new or revised agreement. The Oversight Committee will meet at least annually to work in good faith to forecast costs 24 months in advance. Under the public service agreements, RCML will make payments annually, provided that the Town has forecasted funding needs 24 months in advance.
- 3.10.3. Prior to commencement of Commercial Production, the Oversight Committee will follow a similar process as set forth in Section 3.10.2 and reach a public services agreement to cover public services during the mine's operation phase (until the cessation of Commercial Production).
- 3.11. Filter Plant & MARRCO. The Parties agree to continue consultation and discussion related to consideration of the filter plant being located adjacent to or within the Town in order to reserve optionality for secondary industrial and recreational uses of the MARRCO rail line. However, the Town acknowledges that this approach would warrant additional discussion of safety and logistical concerns with the Town and other stakeholders. The current plan, which locates the filter plant near the Magma Junction (Skyline) and has buried pipelines along the MARRCO corridor, was proposed for its optimal safety conditions because it minimizes interference with highway traffic, local traffic and recreationists.
- 3.12. Housing. A land consultant has already begun to assist the Town with plans to accommodate additional residential and economic growth in the Town, including assessing complementary land use, zoning, and infrastructure, in order to support and grow other industries. RCML agrees to fund additional consulting, based on mutually-agreed upon scopes of work and consultants, to further support the Town's planning efforts.
- 3.13. Town land exchange parcels. Pursuant to the Southeast Arizona Land Exchange and Conservation Act (Section 3003 of Public Law 113-291, codified at 16 USC § 539p), the Town may acquire the full rights to the Fairview Cemetery Parcel, Superior Airport Parcel and Superior Airport Contiguous Parcels (the "Parcels"). If the Town requests that the Secretary convey the Parcels to the Town, RCML will assist the Town with respect to completing the Class III cultural resource surveys and associated data recovery plan, as well as provide guidance on the mechanics associated with the land transfer.
4. Oversight Committee.
  - 4.1. Establishment. The Parties shall establish an Oversight Committee comprised of the following voting members: two representatives appointed by RCML and two

representatives appointed by the Town.

- 4.2. Appointment and Removal. The Parties shall appoint the initial representatives within 30 days of the Effective Date. The Parties may replace their representatives on the Oversight Committee but shall provide Notice of such replacements within 10 days of their appointment.
- 4.3. Decision-making Process. The Oversight Committee shall make decisions, make recommendations, and take actions on issues arising under this Agreement by majority vote.
- 4.4. Meetings. The Oversight Committee shall meet at least twice a year, or more frequently as requested by either Party, to implement the terms of this Agreement and to address concerns that may arise.
- 4.5. Scope. The objectives of the Oversight Committee are:
  - 4.5.1. To oversee and implement the terms of this Agreement and to monitor compliance with the terms of this Agreement.
  - 4.5.2. To provide a mechanism for maintaining open lines of communication between the Town and RCML.
  - 4.5.3. To oversee the development and implementation of all plans, programs, studies, and monitoring required by this Agreement.
  - 4.5.4. To serve as the decision-making body on all issues delegated to the Oversight Committee under this Agreement.
- 4.6. Minutes. There shall be a written record of all Oversight Committee meetings and this record shall constitute the official minutes of such meetings, unless both Parties agree to waive this requirement prior to the meeting. The Oversight Committee may also prepare a summary of each Oversight Committee meeting that is available to the public after its approval of all members of the Oversight Committee.
5. Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree to try to settle the dispute through mediation before resorting to litigation provisions set forth in this Agreement. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days after a Party makes a written request for mediation to the other Party, either Party may request the presiding judge of the Superior Court of Pinal County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. The costs of the mediator shall be shared equally between the Parties. The mediator's findings shall be non-binding unless otherwise stipulated by the Parties. The mediation process in this paragraph shall not exceed one-hundred and twenty (120) days following a written request for mediation provided pursuant to this paragraph, at which time, if the dispute is not resolved, either Party may institute a proceeding in a court of competent



jurisdiction.

6. Choice of law, venue, waiver of jury trial, attorneys' fees. This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona, excluding any conflict of law principles that would require the application of the law of any other jurisdiction. The Parties agree that the exclusive venue for any claims or litigation between them is a court of competent jurisdiction, state or federal, located within the Pinal County, Arizona. EACH PARTY FURTHER WAIVES TO THE FULL EXTENT PERMITTED BY LAW THE RIGHT TO TRIAL BY JURY. In the event a Party to this Agreement brings suit to enforce or interpret any portion of this Agreement, the substantially prevailing Party in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorneys' fees.
7. Remedies. In the event either Party breaches the terms of this Agreement, the non-breaching Party shall give notice of said breach to the breaching Party. If the alleged breach is not cured within ninety (90) days and the non-breaching party wishes to initiate formal proceedings to cure the alleged breach, the non-breaching party shall follow the procedure set forth in Section 5 with respect to a dispute or breach.
8. Term. Unless otherwise terminated pursuant to the terms of this Agreement, this Agreement shall terminate on the last day at the end of the fifth full calendar year after Commercial Production begins ("Termination Date"). By way of example, if Commercial Production begins May 3, 2029, the Termination Date would be December 31, 2035. To the extent that there are impacts in this Agreement that have yet to occur by the Termination Date, the Parties agree to negotiate in good faith to reach an agreement to address those continued or future impacts.
9. Communications
  - 9.1. Communications between RCML and the Town. The Parties recognize that close cooperation is required to maximize the benefits of this Agreement. No less than annually the Town Council and RCML senior management will meet to discuss this Agreement, ensure continuing alignment between the Town and RCML, and review the success of the work undertaken together.
  - 9.2. Joint communications with the public. The Parties recognize the importance of communicating their work under this Agreement with the residents of the Town and other constituents. Following execution of this Agreement the Town and RCML will develop a joint press release announcing the Agreement and its significance. During the course of this Agreement, the Town and RCML will jointly and publicly acknowledge the achievement of major milestones that are developed in conjunction with the Agreement.
10. Business Integrity and Standards.
  - 10.1. For purposes of this section, the following definitions shall apply:

- 10.1.1. "Business Integrity Laws" means all applicable laws, rules, regulations or other legally binding measures of any jurisdiction, including but not limited to the United Kingdom, the United States of America, and Australia, that relate to the prevention of bribery, corruption, money laundering, dealings with the proceeds of crime, the facilitation of tax evasion or fraud, including without limitation the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977, Division 70 of the Schedule to the Criminal Code Act (Cth) (Bribery of Foreign Public Officials) of Australia (as amended), national and international laws enacted to implement the OECD Convention Combating Bribery of Foreign Officials, and other similar laws and regulations.
- 10.1.2. "Business Integrity Policies" means the Resolution Copper's code of conduct, The Way We Work, and Business Integrity Standard, each of which is available online at <https://www.riotinto.com/sustainability/policies>, as updated from time to time.
- 10.1.3. "Government Agency" means any government or governmental, semi-governmental, regulatory, administrative, municipal, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, including state-owned entity.
- 10.1.4. "Government Official" means (i) any person deemed to be a public officer or public official under applicable laws; (ii) any officer or employee of any Government Agency, or any person acting in an official capacity on behalf of any such Government Agency; (iii) any officer, employee or official of a political party; (iv) any candidate for political office; (v) any officer or employee of a public international organization (including but not limited to the United Nations, IMF or World Bank); (vi) any individual who holds or performs the duties of an appointment, office or position created by custom or convention, including members of royal families and tribal leaders; (vii) a person who is, or holds themselves out to be, an authorized intermediary of any person falling within (i) to (vi) above; or (viii) any person who is a relative of any person falling within (i) to (vi) above.
- 10.1.5. "Prohibited Activity" shall mean (i) using funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political or terrorist activity; (ii) directly or indirectly making, offering, accepting or authorizing, any unlawful payment or anything of value (including any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment), to any person (whether Government Official or otherwise); (iii) directly or indirectly making, offering, accepting or authorizing the transfer of anything of value to any person for the purpose of gaining an improper business advantage or encouraging the recipient to violate the policies of his or her employer or to breach an obligation of good faith or loyalty; (iv) directly or indirectly making, offering, accepting or authorizing the transfer of anything of value or other advantage to any person knowing or believing that the acceptance or receipt by that person of the advantage would itself be

improper, (v) directly or indirectly making, offering, accepting or authorizing the transfer of anything of value or other advantage to a Government Official with the intention of influencing that Government Official in the performance of his or her public function, or (vi) other violation of applicable laws.

10.2. RCML Business Standards. The Town agrees that it will, at its cost, comply with, and ensure its personnel comply with, all Business Integrity Laws and Business Integrity Policies. The Town shall report to RCML all actual, alleged or suspected non-compliance with the requirements of the Business Integrity Laws and Business Integrity Policies and cooperate promptly and fully with RCML in any investigation of an alleged or suspected breach.

10.3. Compliance with Business Integrity Requirements. The Town represents, warrants and covenants that: (i) it has not undertaken, and will not undertake, any Prohibited Activity in connection with or in furtherance of this Agreement; (ii) no person (whether a Government Official, private individual, enterprise or otherwise) has approached the Town for the purpose of any Prohibited Activity in connection with or furtherance of this Agreement; (iii) it shall not do, or omit to do, any act which would cause RCML to be in breach of applicable Business Integrity Laws; (iv) it will promptly notify RCML if, at any time during this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the representations and warranties set out in this Agreement, and the provisions of this clause shall survive the expiration or termination of this Agreement; (v) it has not offered, paid, promised to pay, authorized the payment of or transferred money or anything of value to any person (including a public official or private individual or enterprise) to secure any improper advantage or benefit in relation to the matters contemplated by this Agreement, either directly or indirectly through a third party.

## 11. General.

11.1. Entire agreement. This Agreement shall constitute the sole understanding of the Parties with respect to the subject matter hereof, and supersedes any prior understandings, agreements, or representations, verbal or written. No modification or amendment of the terms of this Agreement shall be binding unless such modification or amendment is in writing and executed by both Parties. In the case of the Town, such amendment shall be made pursuant to a lawful vote of the Town Council.

11.2. Counterparts. This Agreement may be executed in counterparts and each counterpart shall constitute an original of this Agreement.

11.3. Third Party Beneficiaries. Nothing in this Agreement shall be construed to make any other person or entity, including a Town resident, not executing this Agreement a third-party beneficiary to this Agreement.

11.4. Further assurances. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement.

- 11.5. Construction and severability. The Section and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement has been reviewed by the Parties with their respective counsel, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.
- 11.6. No agency, joint venture, or partnership, no third party beneficiaries, and no assumption of obligations. It is specifically understood and agreed to by the Parties that RCML is a private venture, and that the Town is a municipal corporation, and that this Agreement does not create any type of agency relationship, joint venture, or partnership between the Parties. Nothing in this Agreement is intended to create duties, obligations to, or rights in third parties not parties to this Agreement, and as such this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties. For the avoidance of doubt, independent obligations of the Town, including but not limited to, financial or other obligations that the Town may have under any reciprocal mutual aid agreements with other emergency services providers, shall remain solely the responsibility of the Town.
- 11.7. Assignment and Inurement. This Agreement shall inure to the benefit and shall be binding upon the Town and RCML and their respective successors and assigns.
- 11.8. Force majeure. The performance of either party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God, civil or military disturbance and labor or material shortage.
- 11.9. No waiver. No delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof, and no waiver by the Town or RCML of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
- 11.10. Notice. All notices required or permitted under this Agreement shall be set forth in writing and shall be sent either by personal delivery, or a reputable overnight courier which keeps receipts of such delivery (UPS, or Federal Express), through the United States Mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if sent by United States Mail. Notices shall be sent to the respective Parties as follows unless written notice of a change of address has been previously provided pursuant to this paragraph:

To Town:

Town of Superior  
734 W. Main St.  
Superior, AZ 85273  
Attn: Mayor

To RCML:

RCML Mining LLC  
c/o RCML Company  
102 Magma Heights  
Superior, AZ 85273  
Attn: Project Director

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

[signatures on following page]

**RCML**

Resolution Copper Mining LLC,  
a Delaware limited liability company

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

By: \_\_\_\_\_  
Andrew Lye, Vice President

Dated: \_\_\_\_\_ 1/14/2021.

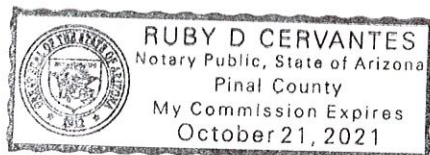
**ACKNOWLEDGEMENT**

STATE OF ARIZONA                     )  
  ) ss.  
COUNTY OF PINAL                    )

The foregoing Agreement was acknowledged before me this 14 day of January, 2021 by Andrew Lye, the Vice President of Resolution Copper Company, as manager of Resolution Copper Mining LLC.

Ruby D. Cervantes  
Notary Public

My Commission Expires: October 21, 2021



**Town of Superior**

Town of Superior, a municipal corporation

By: Mila Besich

Print Name: Mila Besich

Dated: 1/21/2021

**ATTEST:**

By: Ruby Cervantes

Print Name: Ruby Cervantes

**APPROVED AS TO FORM:**

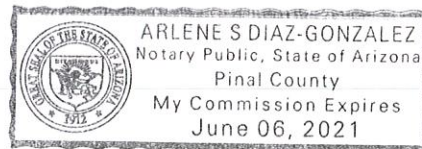
Stephen R. Cropper  
Town Attorney

**ACKNOWLEDGEMENT**

STATE OF ARIZONA           )  
  ) ss.  
COUNTY OF PINAL         )

The foregoing Agreement was acknowledged before me this 14 day of January, 2021,  
by Mila Besich and Ruby Cervantes the  
Mayor and Town Clerk, respectively of the Town of  
Superior, a municipal corporation, who being authorized to do so, executed the foregoing  
instrument on behalf of said entity for the purposes stated therein.

Arlene S Diaz-Gonzalez  
Notary Public



My Commission Expires: June 06, 2021

