

Ioneer Draft 03146225

**A DEVELOPMENT AGREEMENT BY AND BETWEEN  
ESMERALDA COUNTY**

**AND**

**Ioneer Rhyolite Ridge LLC**

**(Date)**

**TABLE OF CONTENTS**

<b>RECITAL OF PREMISES, PURPOSE AND INTENT .....</b>	<b>4</b>
<b>SECTION 1. DEFINITIONS .....</b>	<b>5</b>
<b>SECTION 2. GENERAL PURPOSE AND INTENT.....</b>	<b>8</b>
<b>SECTION 3. GENERAL PROVISIONS .....</b>	<b>9</b>
<b>3.1 BINDING AGREEMENT .....</b>	<b>9</b>
<b>3.2 RELIANCE ON APPLICABLE RULES .....</b>	<b>9</b>
<b>3.3 MODIFICATION OF APPLICABLE RULES.....</b>	<b>9</b>
<b>3.4 APPLICATION OF SUBSEQUENTLY ENACTED RULES.....</b>	<b>9</b>
<b>3.5 IMPOSITION OF NEW FEES OR STANDARDS .....</b>	<b>10</b>
<b>3.6 CONFLICTING FEDERAL OR STATE RULES .....</b>	<b>11</b>
<b>3.7 COOPERATION IN PERFORMANCE.....</b>	<b>11</b>
<b>3.8 ASSIGNMENT .....</b>	<b>11</b>
<b>3.9 AMENDMENT TO AGREEMENT.....</b>	<b>12</b>
<b>3.10 INDEMNITY; HOLD HARMLESS.....</b>	<b>13</b>
<b>3.11 BINDING EFFECT OF AGREEMENT.....</b>	<b>13</b>
<b>3.12 RELATIONSHIP OF PARTIES .....</b>	<b>13</b>
<b>3.13 ENTIRE AGREEMENT .....</b>	<b>13</b>
<b>3.14 WAIVERS.....</b>	<b>13</b>
<b>3.15 RECORDING; AMENDMENTS.....</b>	<b>14</b>
<b>3.16 HEADINGS; EXHIBITS; CROSS REFERENCES.....</b>	<b>14</b>
<b>SECTION 4. PLANNING, DEVELOPMENT AND MAINTENANCE OF THE     PROPOSED DEVELOPMENT .....</b>	<b>14</b>
<b>4.1 PERMITTED USES, HEIGHT AND SIZE OF STRUCTURES .....</b>	<b>14</b>
<b>4.2 EFFECT OF AMENDMENTS .....</b>	<b>15</b>
<b>4.3 MODIFICATIONS TO THE PROPOSED DEVELOPMENT .....</b>	<b>15</b>
<b>4.4 ADDITIONAL PROPERTY.....</b>	<b>16</b>
<b>4.5 PROCESSING OF APPLICATIONS .....</b>	<b>16</b>
<b>SECTION 5. REVIEW AND DEFAULT.....</b>	<b>17</b>
<b>5.1 FREQUENCY OF REVIEWS; BIENNIAL REVIEW .....</b>	<b>17</b>
<b>5.2 OPPORTUNITY TO BE HEARD.....</b>	<b>18</b>
<b>5.3 GENERAL PROVISIONS-DEFAULT.....</b>	<b>18</b>
<b>5.4 UNAVOIDABLE DELAY, EXTENSION OF TIME .....</b>	<b>19</b>
<b>5.5 LEGAL ACTION.....</b>	<b>20</b>

5.6 NOTICES.....20

5.7 APPLICABLE LAWS; ATTORNEYS’ FEES.....20

<b>SECTION 6.</b>	<b>INFRASTRUCTURE OBLIGATIONS AND MITIGATION MEASURES .....</b>	<b>20</b>
6	GENERALLY .....	20
1		
6	EMERGENCY SERVICES .....	22
2		
6	MEDICAL SERVICES .....	23
3		
6	WATER .....	23
4		
6	SANITARY SEWER .....	23
5		
6	TRANSPORTATION .....	23
6		
6	STORM DRAINAGE .....	24
7		
6	ASSURANCE FOR COMPLETION AND MAINTENANCE OF IMPROVEMENTS .....	25
8		
6	MAINTENANCE OF LANDSCAPE BUFFER IMPROVEMENTS .....	25
9		
6	LIMITATION ON DEVELOPER'S OBLIGATIONS .....	25
10		
	EMPLOYMENT .....	26
<b>SECTION 7.</b>		
<b>SECTION 8.</b>	<b>CONSTRUCTION STANDARDS AND INSPECTIONS .....</b>	<b>26</b>

SECTI	NOTICES/RECORDATION	2	
ON 9.	.....	7	
SECTI	SEVERABILITY	OF	TERMS 2
ON 10.	.....		8
SECTI	DURATION	OF	AGREEMENT 2
ON 11.	.....		8
LIST OF EXHIBITS.....			31

This Development Agreement (the “Agreement”) is made and entered into this day of \_\_, 2025 (the “Effective Date”), by and between the County of Esmeralda, State of Nevada (hereinafter “**County**”) and (**Ioneer Rhyolite Ridge LLC**) (hereinafter “**Developer**”).

#### **RECITAL OF PREMISES, PURPOSE AND INTENT**

A. Developer or its affiliate controls and owns the unpatented mining claims and other real property interests described in Exhibit A attached hereto and incorporated herein by reference (hereinafter the “**Property**”) where Developer intends to develop the Rhyolite Ridge Lithium-Boron Project (hereinafter the “**Project**”) which is the subject of this Agreement. The Property includes approximately 7,137 acres of land. Developer desires to construct a mining and processing facility on the Property. Developer filed with the United States Bureau of Land Management (“**BLM**”) a Plan of Operations, BLM Serial No. NVN-098058 (as amended and supplemented from time-to-time the “**BLM Plan**”) to construct, develop and operate an open pit boron and lithium quarry and related improvements and mineral processing facilities on the Property and on lands included in easements and rights-of-way held, owned or applied for by Developer. On December 20, 2022, BLM published its Notice of Intent To Prepare an Environmental Impact Statement for in the Federal Register, Volume 87, Issue 243, page 77879 (December 20, 2022), and on September 19, 2024, BLM issued its Final Environmental Impact Statement. On October 29, 2024, BLM issued its Record of Decision (the “**ROD**”) which approved the BLM Plan.

B. The County has authority, pursuant to NRS Chapter 278.0201 to 278.0207 to enter into development agreements with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

C. All preliminary processing by the County regarding this Agreement has been duly completed in conformance with all applicable laws, rules and regulations. The Esmeralda County Board of County Commissioners (hereinafter “**BoCC**”), having given notice as required by law, held a public hearing on Developer’s application seeking approval of the form of this Agreement and the execution hereof by the BoCC. At that hearing, the BoCC found that this Agreement is consistent with the County’s plans, policies and regulations, including the Master Plan under the Ordinance adopted by the BoCC on December 12, 2011, and Policies 7-1 through 7-9 of the Esmeralda County Public Lands Policy Plan, and that the execution of this Agreement on behalf of the County is in the public interest and is lawful in all respects.

D. On the day of \_\_\_\_\_, 205\_, the BoCC adopted Ordinance No. \_ approving this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance took effect on the \_day of \_\_, 2025. The County agrees to record a certified copy of the ordinance as required by NRS Chapter 278.

**Commented [A1]:** Esmeralda County representatives, community members and Ioneer communicated about corrections and revisions to the Development Agreement.

This draft of the Agreement includes:

Clarification in Section 4.1.d that the County does not have a planning director and that communications are to be directed to BOCC and such staff as the County instructs.

Section 6.2.a.c revised to provide suggested procedures for the County’s delivery of invoices and Ioneer’s payment obligations in respect of equipment and additional employees..

Section 6.2.a.2(j) clarification that the County is not obligated to repay Ioneer for Ioneer’s payments under the Agreement. The proposed language in the register represents a statement of expectation. The Agreement was revised to expressly state the disclaimer of a repayment obligation.

Section 6.2.a.(l) revised to require that any loan transaction must conform to statutory and regulatory requirements and must be reviewed and approved by the County’s auditors and the Board of Taxation.

Sections 6.5.a.5.c. and 6.10.a.correction of minor errors.

Correct definition of “Master Plan” being the plan approved by the BOCC on December 12, 2011.

Ioneer received inquiries about the vested rights provisions in Section 3.2 and following Sections. This is a matter the County and Ioneer discussed previously. The intent is that Ioneer may rely on the requirements for the project which are in effect when the Agreement is approved notwithstanding that the County may later adopt a planning or conditional or special use permit process which incorporates different requirements than those expressed in the Applicable Rules and the Agreement. In other words, the project is “grandfathered in.” The Agreement and the vested rights provision are authorized under NRS 278.0201. The statute and the Agreement allow the County to impose certain fees which are generally applicable to all projects and operations in Esmeralda County. The Agreement provisions are similar to those in the development agreement for the Gemfields precious metals project in Goldfield.

E. The County desires to enter into this Agreement in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law and this Agreement, to ensure the land use impacts on public services in connection with the Proposed Development are mitigated, as limited to and further defined within specific exhibits attached hereafter, to further the goals and values of the Public Esmeralda County Public Lands Plan and the Master Plan, to promote the health, safety and general welfare of the County and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, to ensure attainment of the maximum efficient utilization of resources within the County in a way that provides the highest economic benefit and least fiscal cost to its citizens, and to otherwise achieve the goals and purposes for which the laws governing development agreements were enacted. The conditions stated in this Agreement will reasonably mitigate the land use impacts that the development of the Property will have on the citizens of Esmeralda County. The County and Developer acknowledge that the conditions of this Agreement were not an inducement for any other land use decision relating to the Property or other action by the County.

F. The County finds and determines, and the Developer agrees, that the conditions established in this agreement are unique to the Proposed Development and were negotiated at arm's length between the County and the Developer, and that the conditions of this Agreement have no binding or precedential effect with regard to future development agreements in the County, and cannot be relied upon by the parties to this Agreement, or future applicants for rezoning, subdivision plat, or other land use approvals in other development agreements.

G. This Agreement is consistent with and will implement the goals and objectives of the County Master Plan.

NOW THEREFORE, for and in consideration of the foregoing recitals and of the mutual covenants and promises set forth herein, the parties do hereby agree as follows:

#### ***SECTION 1. DEFINITIONS.***

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

“Affiliate” means an entity, partnership or corporation which Developer controls, or in which Developer has a controlling interest or which controls Developer.

“Agreement” has the meaning assigned to it in the first paragraph hereof, and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

“Applicable Rules” means and refers to:

1. This Agreement; and
2. Federal and state laws and regulations applicable to the Proposed Development.

The term "Applicable Rules" does not include:

1. Any ordinances, laws, policies, regulations or procedures adopted by a county other than the County; or
2. Any fee or monetary payment prescribed by the County ordinance which is uniformly applied to development and construction projects similar to the Proposed Development and subject to the County’s jurisdiction, including any increase of fees or monetary payments that are cost-based and uniformly applied to all development and construction projects within the County or a designated service area, for example business license fees. This Definition does not preclude the County from obtaining full cost recovery for any cost-based services or infrastructure that are based on variables such as inflation, construction and consumer price indexing to the extent permitted by Nevada or federal law.

"Access Road" means the Project access road approved under the BLM Plan.

“BLM” means the Bureau of Land Management.

"BLM Plan" means the Plan of Operations for the Project filed by Developer with BLM, BLM Serial No. (NVN-098058), as approved by the ROD.

“BoCC” means the Board of Esmeralda County Commissioners.

“Code” means the Esmeralda County Ordinances and Resolutions adopted by the BoCC, and including all rules, regulations, standards, criteria, manuals and other references adopted therein.

“Commencement of Construction” means Developer’s commencement of construction of one or more components of the Proposed Development, including, by way of example, excavation of the sites of the Proposed Development facilities, infrastructure and improvements, removal of overburden at the mine site, and mining of ore at the mine site.



“Commencement of Process Operations” means the Developer’s mobilization of the process operations workforce to the Project Site to take control and ownership of the Project processing facilities from Developer’s equipment procurement and construction management contractor and to commence commissioning and startup activities. The process operations workforce includes Developer’s employees and employees of Developer’s contractors and their subcontractors.

“County” means the County of Esmeralda, State of Nevada, together with its successors and assigns.

“Developer” means the Developer of the land constituting the Property and its successors and assigns, if any, as permitted under the terms of Section 3.8 of this Agreement.

"Discretionary Approval" means an approval that involves the exercise of significant and extensive factual or legal judgment by the County.

“Effective Date” means the effective date of an ordinance adopted by the BoCC that approves the execution of this Agreement.

“EIS” means the Environmental Impact Statement prepared for the BLM Plan of Operations, BLM Serial No. NVN-098058, as approved by BLM on September 18, 2024, as amended from time to time, and the Nevada Reclamation Permit Application for the Project as approved by the State of Nevada, as amended from time to time.

“Emergency Services” means emergency and fire protection services provided by the Esmeralda County Department of Emergency Management, and the Esmeralda County Fire District

“Engineering Standards” means those uniform standards adopted by the State of Nevada for the design of roads, drainage, and other public infrastructure, as may be amended from time to time.

"Esmeralda Land Use Advisory Committee" means the Esmeralda County Land Use Advisory Committee.

“Fiscal Impact Threshold” means following Mobilization the occurrence during two calendar quarters of the County’s receipt of taxes for the County’s account in an amount greater than \$500,000.00 in each such quarter which taxes are assessed and payable as a result of Developer’s construction, development and operation of the Proposed Development. For purposes of this definition, such taxes include net proceeds of minerals taxes assessed against minerals which Developer produces from the Proposed Development and ad valorem real

property taxes, personal property taxes and sales and use taxes (to the extent distributed to the County by the State of Nevada) assessed against Developer.

“Fiscal Impact Threshold Date” means the last day of the calendar quarter during which the Fiscal Impact Threshold is met.

“Hazardous Materials” means any material, waste, chemical, mixture or byproduct which is or is subsequently defined or listed under Applicable Rules as a hazardous material subject to regulation by a federal or state agency or office.

“Land Use Application” means any application seeking any approval authorized or required by the Applicable Rules.

“Land Use Plan” means the design and layout of improvements and infrastructure, development and uses of the lands in the Proposed Development described in the BLM Plan and the EIS, as applicable.

“Law Enforcement Services” means law enforcement services provided by the Esmeralda County Sheriff’s Office.

“Master Plan” means the revision of the Esmeralda County Master Plan approved by the BoCC on ~~September 27, 2022~~[December 12, 2011](#).

“Mobilization” means Developer’s commencement of activities to prepare, organize and deliver equipment, resources, supplies and other property to the Project site for the purpose of Commencement of Construction.

“Mobilization of Process Operations” means Developer’s commencement of activities to prepare, organize and hire workforce for processing operations.

“NRS” means the Nevada Revised Statutes.

“Permitted Use” means Developer’s right to use the Property to develop and conduct operations on and at the Project for any and all purposes related to mining and milling, including mineral extraction, processing, and transportation which uses may include, without limitation: (i) the construction, installation, operation, maintenance, alteration and reclamation of any improvements customarily used in large-scale open-pit mining operations and mineral extraction and processing operations, including, without limitation, open pit mines, waste rock dumps, heap leach pads, leach vats, process facilities, sulphuric acid production and storage facilities, solution and tailings containment and storage facilities and ponds, administration offices, shops, and ancillary facilities; (ii) staging areas for the assembly of equipment and improvements; (iii) laydown areas; (iv) utility improvements and

infrastructure, including electrical generation and transmission facilities; (v) the excavation, grading, leveling, and other modification of the Property in connection with Developer's development and operation of an open pit boron and lithium mine; and (vi) to the extent not covered in the subsections above, all uses permitted in the BLM Plan and other federal and state approvals, licenses and permits which Developer acquires.

"Planning Director" means the person, or entity designated by the BoCC to coordinate planning.

"Process Operations" means Developer's processing and treatment of mineral ores mined from the Project Site for the purpose of recovery of boron and lithium from the mineral ores.

"Project Schedule" means Developer's schedule for the construction, commissioning and startup of the Proposed Development.

"Property" means the unpatented mining claims and other real property interests described in Exhibit A.

"Proposed Development" means all construction, development, facilities, improvements, infrastructure, roads and appurtenant uses within the boundaries of the lands and unpatented mining claims described in the BLM Plan and as depicted for illustration purposes in Exhibit A.

"Public Works Director" or "Director of Public Works" means the Director of the County's Department of Public Works or their designee(s).

"Road Agreement" means the Memorandum of Understanding Between the County and Ioneer USA Corporation For Road Improvement and Maintenance dated June 30, 2023, as it may be amended or extended from time to time.

"Uniform" means applicable throughout the County.

"Vested Development Rights" means the irrevocable right to develop the Project in accordance with this Agreement and the BLM Plan. The County may only amend Vested Development Rights to comply with future state or federal laws or regulations that directly supersede this Agreement.

## ***SECTION 2. GENERAL PURPOSE AND INTENT.***

This Agreement is predicated upon the following facts and findings:

### **2.1 County Intent.**

The County desires to enter into this Agreement in conformity with the requirements of NRS 278.0201 and as otherwise permitted by law and this Agreement to provide for public services, public uses and impact mitigation, to promote the health, safety and general welfare of the County and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Proposed Development and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the County in a way that provides the highest economic benefit and least fiscal cost to its citizens, to reasonably mitigate the impacts that the development of the Property will have on the citizens and lands of Esmeralda County, and otherwise achieve the goals and purposes for which the laws authorizing development agreements were enacted.

### **2.2 Developer Intent.**

In accordance with the legislative intent evidenced by NRS Chapter 278, Developer wishes to obtain reasonable assurances that Developer may develop the Proposed Development in accordance with the conditions established in this Agreement. Developer acknowledges that there may be certain insufficient public resources, which includes facilities and infrastructure, existing or planned at this time, and in order to develop the Proposed Development, Developer is willing to enter into this Agreement in order to augment certain public services, facilities and infrastructure in the area of the Proposed Development. The Developer's decision to commence development of the Proposed Development is based on expectations of proceeding and the right to proceed with the Proposed Development in accordance with this Agreement and the Applicable Rules. Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the BoCC and that the Developer agrees without protest to the requirements, limitations, or conditions imposed by this Agreement.

### **2.3 Incorporation of Recitals.**

Recitals A through G of this Agreement shall be deemed true and correct in all respects with respect to this Agreement and shall serve as the basis for the interpretation of this Agreement.

## **SECTION 3. GENERAL PROVISIONS.**

### **3.1 Binding Agreement.**

This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns, including any future and subsequent purchasers or transferees of title to the Project or the lands within the boundaries of the Project.

### **3.2 Reliance on the Applicable Rules.**

The County and Developer agree that Developer will be permitted to complete the entire Proposed Development in accordance with this Agreement and the Applicable Rules. Subject to obtaining the permits and approvals required under applicable law for the Project,

Developer shall have the right to develop, construct, and operate the Project for the Permitted Use. Developer has a Vested Development Right to the conformance of the Project to the Master Plan and Public Lands Policy Plan. Developer has a Vested Development Right to the fact that the County has not imposed any zoning restrictions on the Property. To the extent that the Project is subject to the County's land use fees and land use obligations, Developer agrees to pay or fulfill, and has a Vested Development Right to rely on, all land use fees or land use obligations required on the Effective Date of this Agreement as the same are applicable to the Project. Developer and the County agree that, subject to the provisions of this Agreement regarding adjustments of Developer's payment obligations to reflect the County's increased costs due to inflation, this Agreement freezes, as of the Effective Date, the amount of the Developer's responsibility for payment (or the fulfillment of, if Developer's obligation is not monetary) of a particular land use fee or land use obligation, and that this Agreement precludes the County from increasing that particular land use fee or land use obligation, as applied to the Project, the Property, and the Permitted Use.

### **3.3 Modification of Applicable Rules.**

The County and Developer acknowledge and agree that this Agreement is specific to the Proposed Development and may not be amended, modified or changed with respect to the Proposed Development without the express written consent of Developer and the County, except as otherwise explicitly provided in this Agreement and by state statute. In the event the County adopts new ordinances, rules or regulations, such new ordinances, rules or regulations will not apply to the Proposed Development for the duration of this Agreement except as provided herein.

### **3.4 Application of Subsequently Enacted Rules.**

Except as expressly provided by this Agreement, the County hereby agrees that no standard, policy, resolution or regulation regarding infrastructure improvements, subdivision, land use, zoning, growth management, timing and phasing of construction, or construction methods shall be imposed by the County upon the Proposed Development, except those in effect at the time of this Agreement. the County may hereafter, during the term of this Agreement, apply to the Proposed Development only those rules, regulations, ordinances, laws, general or specific plans, and official policies promulgated or enacted after the Effective Date that:

- (a) are not in conflict with the Applicable Rules, or
- (b) that are permitted by subsection 3.5, below.

### **3.5 Imposition of New Fees or Standards.**

Notwithstanding the terms of Section 3.3 and 3.4, above:

- (a) The Proposed Development is subject to all of the following regulations, fees, or other requirements in effect now or in the future:

- (1) uniform cost-based fees subject to any credits or offsets required by the fee ordinances or Nevada law; and
  - (2) except as provided herein and except as such matters are governed by federal and state laws and regulations, all regulations governing construction standards and specifications including, without limitation, the County's building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes then applicable in the County; and
  - (3) uniform processing fees and charges of every kind and nature imposed by the County to cover the estimated actual costs to the County of processing applications for permits or for monitoring compliance with any permits granted or issued; and
  - (4) uniform estimated costs for completing required public improvements, if any, that are used to calculate costs for maintenance or warranty guarantees, bonds, or other guarantees or assurances to complete the public improvements that are required for the Proposed Development; and
  - (5) except as provided herein, uniform procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are uniformly applied throughout the County to all substantially similar types of development projects and properties; and
  - (6) uniform laws and regulations that are reasonably necessary to protect the public health, safety or welfare; and
  - (7) new or changed County ordinances, regulations, plans or policies specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 3.6 and 3.7 of this Agreement are applicable.
- (b) If the County proposes to adopt or amend new standards, ordinances, rules, regulations or policies regarding the matters described in Section 3.5(a), the County shall promptly provide written notice to Developer to allow Developer a timely opportunity to consider the proposal.

### **3.6 Conflicting Federal or State Rules.**

In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the County, this Agreement shall remain in full force and effect as to those provisions not affected. Either party may apply for such approvals, licenses or permits required to conform the provisions of this Agreement to the requirements of the subsequently enacted conflicting laws and regulations, and the parties shall cooperate in the filing and prosecution of each such application.

### **3.7 Cooperation in Performance.**

The parties hereto agree to cooperate with each other in good faith and to take such additional actions, including the execution and delivery of documents and instruments, as may be necessary or appropriate, to fully effectuate and carry out the terms, provisions, purposes and intent of this Agreement. Without limiting the foregoing, the County agrees that it will not object to Developer's future applications for applicable federal and state approvals required for the Proposed Development so long as Developer's applications are consistent with or required for the Permitted Use. If the County objects to a Developer application filed or submitted after the Effective Date, the County will first notice Developer and inform Developer of the reasons for the County's objection. The parties will discuss and negotiate in good faith the County's objection and Developer's proposed resolution of the objection. Developer shall have the right to apply for and obtain any Discretionary Approval from the County relating to the Project which Developer requests after the Effective Date, provided Developer complies with Applicable Rules and that the County shall not unreasonably withhold such Discretionary Approval from the Developer.

### **3.8 Assignment.**

Developer shall not sell, transfer, or ground lease the Property or this Agreement in whole or in part to any person (other than an Affiliate of the Developer or in accordance with Section 3.8(f)), partnership, joint venture, firm, company or corporation (any of the foregoing, an "Assignee") without the written consent of the County, which shall not be unreasonably delayed or withheld. If Developer intends to transfer the Property, Developer shall notify the County. Developer's notice shall include information regarding the nature of the proposed transfer and the identity and pertinent information regarding the proposed assignee. The County shall respond to Developer's request for consent within twenty-one (21) days after Developer's delivery of its notice of the transfer. If the County does not respond to Developer within such period, the County shall be deemed to have consented to Developer's transfer to the proposed assignee.

- (a) The Assignee shall assume in writing all obligations of Developer hereunder, and provide substitute security in a form and an amount acceptable to the County for any security previously provided by Developer in compliance with the Applicable Rules, if any.

- (b) The Assignee shall assume all duties and obligations of Developer.
- (c) For an assignment to a party which is not an Affiliate of Developer, documentation of the financial stability of any Assignee shall be provided to the County prior to the assignment. The County, using commercially reasonable financial criteria, will approve or disapprove such transfer in order to ensure that the Assignee has the ability to fulfill Developer's obligations under this Agreement.
- (d) Except as expressly provided herein, no assignment or transfer of any portion of the Proposed Development shall relieve Developer of its accrued obligations hereunder. Each assignment or transfer shall be subject to all of the terms and conditions of this Agreement. The County may, in its discretion, reasonably exercised, release the Developer of one or more of such obligations in a writing agreed to and executed by the County.
- (e) Unless the parties otherwise agree in writing, this subsection shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.
- (f) Subject to subsections (a) through (e) above, Developer has full discretion and authority to grant a lien and security in, transfer, assign or encumber the Proposed Development or portions thereof to financing parties, in connection with financing transactions that are related to the Proposed Development, without the prior written consent or permission of or notice to the County. On Developer's written request, provided that Developer is not in material default of its obligations under this Agreement, the County will execute and deliver to Developer an estoppel certificate, in form acceptable to Developer and each finance counterparty, by which the County confirms that this Agreement is in full force and effect and that there are no defaults by Developer under this Agreement.
- (g) The County acknowledges that the United States Department of Energy ("DOE") has granted a conditional commitment to provide a loan for the development of the Project for which certain conditions precedent must occur for funding of the loan, and that DOE and other lenders to Developer and its Affiliates will require that Developer and its Affiliates grant a lien and security interest in the Project assets, including this Agreement and other agreements and contracts relating to the Project. The County acknowledges and agrees that Developer and its Affiliates are authorized to grant such lien and security interest to DOE and to provide to DOE such other assurances as DOE requests. On Developer's written request, provided that Developer has complied with its



obligations under this Agreement, the County will execute and deliver to Developer and DOE an estoppel certificate, in form acceptable to Developer and DOE, by which the County confirms that this Agreement is in full force and effect and that there are no defaults by Developer under this Agreement.

### **3.9 Amendment of Agreement.**

Except as otherwise permitted by NRS Chapter 278 and this Agreement, this Agreement may be amended from time to time upon the mutual written consent of the parties hereto. All proposed amendments shall be considered by the BoCC for adoption or rejection in accordance with the Code and applicable state laws, provided however that the BoCC reserves the right to require the Developer to consult with the Esmeralda Land Use Advisory Committee if a proposed amendment would, in the County's opinion, affect that entity.

### **3.10 Indemnity; Hold Harmless.**

Except as expressly provided in this Agreement, Developer shall hold the County, its officers, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct operations of Developer or those of its employees, which relate to the development of the Proposed Development. Developer agrees to and shall defend the County and its officers, employees, and representatives from actions for damages caused by reason of Developer's activities in connection with the development of the Proposed Development, provided that the County gives prompt notice to Developer of such actions and claims and cooperates with Developer in the resolution of such actions and claims, including any settlement thereof. Developer agrees to provide and pay all costs, attorneys fees, and damages related to a defense for the County in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of the County, its officers, agents, employees, or representatives.

### **3.11 Binding Effect of Agreement.**

The burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties' respective successors in interest and the Property which is the subject of this Agreement.

### **3.12 Relationship of Parties.**

It is understood that the contractual relationship between the County and Developer is such that Developer is not an agent of the County for any purpose and the County is not an agent of Developer for any purpose.

### **3.13 Entire Agreement.**

This Agreement constitutes the entire understanding and agreement of the parties, except the Road Agreement, which shall survive the parties' execution and delivery of this. This

Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all of any part of the subject matter hereof, except the Road Agreement.

#### **3.14 Waivers.**

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the County and Developer.

#### **3.15 Recording; Amendments.**

Promptly after execution hereof, an executed original of this Agreement and a certified copy of the ordinance by which this Agreement is approved shall be recorded in the Official Records of Esmeralda County, Nevada. Except as otherwise provided by NRS Chapter 278, all amendments hereto must be in writing signed by the appropriate officers of the County and Developer in a form suitable for recordation in the Official Records of Esmeralda County, Nevada. Upon completion of the performance of this Agreement, or its earlier revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the County and Developer and shall be recorded in the Official Records of Esmeralda County, Nevada.

The Clerk of the Esmeralda County Commission must record any agreement with a federal, state or local agency that is executed in full or partial fulfillment of any requirement of this Agreement, within a reasonable time after approval of the agreement, with the County Recorder. The Developer shall provide a true, signed original agreement to the Clerk of the Esmeralda County Commission for this purpose.

#### **3.16 Headings; Exhibits; Cross References.**

The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

### ***SECTION 4. PLANNING, DEVELOPMENT AND MAINTENANCE OF THE PROPOSED DEVELOPMENT.***

#### **4.1 Permitted Use.**

NRS Chapter 278 prescribes certain terms which must be included in this Agreement and certain other terms which may be included in this Agreement regarding the Proposed Development.

- (a) The Permitted Use and structures shall be those defined in Section 1, those described and depicted in Exhibit A, and those authorized under the BLM Plan. Subject to modifications mutually agreeable to the County and Developer, the Proposed Development shall comply with the Land Use Plan.
- (b) Where reasonably feasible and so long as Developer does not incur expenses in addition to those incurred to comply with Applicable Rules, all administrative and service buildings constructed on the site shall utilize colors to emulate the natural colors found in the surrounding area (a color palette of browns, tans, etc.) in accordance with BLM requirements and the BLM Plan. Developer will consult with BLM on choice of colors of machinery, fencing, and powerlines.
- (c) The parties agree that the Proposed Development will contain reasonable design elements to mitigate the visual impact of the project in compliance with Applicable Rules and the BLM Plan.
- (d) To the extent reasonably feasible and subject to health and safety requirements, exterior lighting shall be directed downward and designed to minimize its impact on the dark-sky visual environment. Before Developer commences construction, Developer shall provide the Planning Director BOCC, and such County department and staff as the BOCC designates, a copy of Developer's visual resources plan which is included in the BLM Plan.
- (e) The Proposed Development must comply with the requirements, limitations, or conditions imposed by this Agreement.

#### **4.2 Effect of Amendments.**

The County acknowledges that Developer is anticipating that the entire Property will be developed in accordance with this Agreement and with any future amendments thereto, provided however, that the Proposed Development shall be developed in accordance with the Applicable Rules as set forth herein.

#### **4.3 Modifications to the Proposed Development.**

- (a) A nonmaterial modification is a modification made by the Developer that:
  - (1) meets or exceeds the requirements of this Agreement;
  - (2) does not increase the amount of land area covered by this Agreement; and

- (3) does not involve a substantial change to the Land Use Plan; and
  - (4) involves the rearrangement of uses or structures depicted in the Land Use Plan if such change is within the scope of the applicable state and federal approvals of the Proposed Development.
- (b) Nonmaterial modifications shall be provided to the BoCC for their information.

A material modification includes any modification that does not qualify as a nonmaterial modification. Material modifications shall be reviewed and acted upon by the BoCC within thirty (30) days.

#### **4.4 Additional Property.**

Developer may not include in the Proposed Development lands which are outside the BLM Plan without Developer's compliance with the County Code and, if applicable, BoCC's prior approval which, provided Developer complies with Applicable Rules, BoCC shall not unreasonably withhold. If Developer requests that additional property to be included in the Project subject to this Agreement, the BoCC may consider the additional impacts of the proposed additional property and the development on it and may ensure that the resulting impacts are appropriately mitigated through Developer contributions, impact fees, and any other allowable revenue source consistent with the intent and terms of this Agreement. Furthermore, the BoCC reserves the right to adjust the terms of this Agreement in respect of the proposed additional development or property (but not as to Developer's Vested Development Rights), as a condition for including the additional property in the Project subject to this Agreement. This Section shall not apply to Developer's application for approval of development on or uses of lands which are distant from and not considered part of the Project and which are separately subject to BLM, State of Nevada or the County approval processes, for example, employee parking lots and transportation facilities and equipment and supply lay down and staging areas in Fish Lake Valley or in Silver Peak.

#### **4.5 Processing of Applications.**

- (a) The County acknowledges Developer's desire to have timely reviews of Developer's future applications for permits and other authorizations for development of and within the Proposed Development, for example, a substantial amendment of the BLM Plan, including Developer's studies, maps, plans for such applications (collectively, the "Applications"). The County Schedule (defined below) does not apply to the public hearing portion of any Application for which a public hearing is required under the Applicable Rules.

- (b) The County deems the schedule (“County Schedule”) set forth in the table below to be a reasonable estimate of time for the County to process Applications. Developer acknowledges that County’s ability to process reviews in accordance with the County Schedule is based on the quality and completeness of submission and timely and the accuracy of Developer’s responses to the written comments provided by the County with respect to such Applications. If the County rejects any submission due to its lack of clarity and completeness, the submission will be returned to the Developer within the timeframes set forth in the County Schedule and the review time shall be restarted upon Developer’s submission of complete submittals. The County Schedule is expressed in Business Days (“bd”) from the date of a complete submittal or, if the County decides it must engage a consultant as provided in this Section, from the date of such engagement. Failure of the County to complete its review within the timeframes in the County Schedule shall not require the County to approve any of the Applications.

Category	First Review	Second Review	Third and Subsequent Reviews*	Mylar/Map Signatures
1. Hydrology Studies	30bd	10bd	5 bd	N/A
2. Traffic Studies	30bd	10bd	5 bd	N/A
3. All other Land Use Applications	30bd	10bd	5 bd	N/A

\*If third or subsequent review is required.

Because the County does or may not have the resources to timely review Applications, Developer may be required to pay the reasonable cost for an independent contractor or consultant to act as a liaison between Developer and the County to identify and address concerns and issues relating to this Agreement and to represent the County as a cooperating agency in the federal government environmental review process. The Developer may also be required to pay the reasonable cost for other independent contractors or consultants required for the County’s technical review of the elements of the Project within the County’s authority if the County does not otherwise have the resources to do so on its own. If the County determines that it must engage a consultant to review an Application, it shall do so within ten (10) days after the date of Developer’s submission of the Application. Before the County hires an independent contractor or consultant to perform technical review, the County

and applicant will meet and reasonably agree to the selection of the independent contractor consultant, including consideration of the credentials and competencies of the independent contractor or consultant and the scope of the contemplated services. Each independent contractor and consultant shall be independent and shall be a person who has no financial interest in or personal or professional relationship with the County or Developer. The costs paid by Developer to the County shall reflect only the cost to the County of compensating the independent contractor or consultant. Any billing of such costs to Developer by the County shall include the original invoice to the County from the consultant, and proof the invoice was paid by the County. Each independent contractor and consultant shall execute a services agreement in form acceptable to the County and Developer. The agreement shall include provisions for confidentiality and protection of Developer's intellectual property.

- (c) If the County engages an independent contractor or consultant in accordance with this Section 4.5, the County shall provide to Developer the Consultant's scope of work (including the Consultant's estimate of the cost of and time required to complete the work) and shall inform Developer of the rate per hour cost of the independent contractor or consultant to act as a liaison between Developer and the County to identify and address concerns and issues which will be incorporated in the Development Agreement and represent the County as a cooperating agency in the federal government environmental review process and provide to them a Reimbursement Agreement for these services.
- (d) Whenever the County engages an independent contractor or consultant in accordance with this Section 4.5, such person shall enter into a standard County professional services agreement governing the terms of their relationship ("**Consultant Agreement**"). The Consultant Agreement shall contain the following provisions:
  - (1) Developer shall pay the reasonable fees of the Consultant; and
  - (2) The Developer shall have the right to evaluate the performance of the Consultant the County selects. If Developer determines that a retained independent contractor or consultant is not competent or is incapable of performing the technical review in a timely manner, Developer may request that the County engage a different independent contractor or consultant.

- (e) Except as expressly provided in this Section, the County's decision to use an independent contractor or consultant does not extend the time frames set forth in the County Schedule without the mutual written agreement of the parties.

## **SECTION 5 REVIEW AND DEFAULT**

### **5.1 Frequency of Reviews; Biennial Review.**

Pursuant to NRS Chapter 278.0205.1 the BoCC may review the Proposed Development once every twenty-four (24) months during the term of this Agreement or as requested by Developer. The BoCC shall notify Developer in writing of BoCC's request to review the Proposed Development. If the BoCC delivers such notice, Developer shall have sixty (60) days to provide a written report to BoCC which describes the progress of development of the Proposed Development. Developer may comply with this Section by delivering to the BoCC one or more reports which Developer prepared for third parties, including BLM, DOE, the State of Nevada, and investors or participants in and lenders to the Project. If Developer fails to submit such a report, Developer shall be in default of this Agreement. If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party shall be continued to afford reasonable time for a response.

### **5.2 Opportunity to be Heard.**

The report required by this Section shall be considered by the BoCC in accordance with the rules and procedures of Section 16.32 of the Esmeralda County Code. The County and Developer shall each be permitted an opportunity to be heard orally and in writing before the BoCC regarding performance of the parties under this Agreement. Matters relating to the parties' performance of their obligations under this Agreement shall be heard and determined in accordance with Section 5.3.

### **5.3 General Provisions-Default.**

In the event of any noncompliance with any provision of this Agreement, and subject to the provisions of Section 5.4, the party alleging such noncompliance shall deliver to the other in writing not less than thirty (30) days after the event of noncompliance a notice of default. The time of notice shall be measured from the date of certified mailing of the notice of default. The notice of default shall specify the nature of the alleged default and the manner and the period of time in which the notifying party requests that the default be corrected, during which period the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. Such cure period shall not be less than sixty (60) days, nor exceed ninety (90) days, unless, in the case of a material default by Developer, such cure cannot reasonably be completed within the latter period notwithstanding Developer's diligent effort to complete the curative action. If the default is corrected during the applicable period, then no default shall exist and the notifying party shall take no further action. If the default is not corrected, the party which asserts the default may elect any one or more of the following courses.

- (a) Option to Terminate. After proper notice, publication of the notice (if required under NRS 278.0205(2)), and the expiration of the above-referenced period for correcting an alleged material default, the County may seek to amend this Agreement to address and remedy the default or, unless the default has been cured or waived prior to such date, deliver notice of intent to terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the BoCC.
- (b) Termination by the County. Following consideration of the evidence presented before the BoCC in accordance with NRS 278.2053 and a finding that a material default has occurred by Developer and remains uncorrected, the County may amend this Agreement as reasonably required to address and cure the uncorrected material default or terminate this Agreement. In the event of default by Developer, the County shall have the option, in its discretion, to maintain this Agreement in effect, and to seek to enforce all of Developer's obligations hereunder under the procedures set forth in this Section and Section 5.5. The County also reserves the right to terminate this Agreement and pursue collection and performance of any of Developer's obligations that were required by this Agreement up to the point of termination. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Developer, as determined under the Applicable Rules, existing or received as of the date of the termination to the extent that Developer has performed its obligations under this Agreement. Developer shall have sixty (60) days after receipt of written notice of termination to institute legal action pursuant to Section 5.5 hereof.
- (c) Termination by Developer. If the County substantially defaults under this Agreement, Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of the County's obligations hereunder under the procedures set forth in this Section and Section 5.3.
- (d) Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.



#### **5.4 Unavoidable Delay, Extension of Time.**

A party shall be deemed to be in default of its obligations under this Agreement and its performance of such obligations shall be excused, where delays or defaults in such party's performance are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, pandemics, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than the County) to perform acts or deeds necessary to the performance of this Agreement, Developer's inability to obtain or delays in obtaining governmental approvals, consents, licenses or permits (including any of the foregoing relating to the change of the use or points of diversion and use of water resources), enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties ("Force Majeure"). In addition, nonperformance of a party hereunder shall be excused as a result of the failure of the other party to perform under this Agreement which failure of the other party actually causes such nonperformance. If written notice of any such delay is given to the County within sixty (60) days after the commencement of a Force Majeure, an automatic extension of time, unless otherwise objected to by the County within thirty (30) days of such written notice, shall be granted coextensive with the period of the Force Majeure, or longer as may be required by circumstances or as may be subsequently agreed to between the County and Developer.

#### **5.5 Notices.**

All notices required by this Section shall be sent in accordance with Section 9.

#### **5.6 Applicable Laws; Attorneys' Fees.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. If a party brings an action to construe or enforce this Agreement, each party in the action shall pay the attorneys' fees and costs incurred by it without recovery from the other party.

### **SECTION 6. DEVELOPER FUNDING OBLIGATIONS AND LAND USE MITIGATION MEASURES**

#### **a.1 Generally**

- (a) Developer shall provide the funding, infrastructure and land use mitigation measures described in subsections 6.a.2 to 6.a.11 of this Section. The parties acknowledge that Developer is not obligated to construct infrastructure, except as BLM may require under the BLM Plan and as may be required under the Road Agreement.
- (b) Developer shall make a good faith effort to purchase a reasonable amount of goods related to operation of the facility from Esmeralda County vendors;

provided such goods are comparable in price, quality and availability to goods otherwise available for purchase by Developer and such goods are not subject to an exclusive purchasing contract. Developer shall conduct annual vendor information sessions in Esmeralda County to educate vendors regarding Developer's procurement process.

On the conditions that (a) it is allowable and authorized under applicable federal and state laws and the procurement, purchase, and service contracts entered by Developer; and (b) Developer will incur no delivery delays or additional costs, Developer shall make reasonable efforts to accept delivery of construction and related materials for the Project within the boundaries of Esmeralda County. Provided, however, nothing in this paragraph shall require payment of a use tax to the extent Developer has been granted a partial abatement pursuant to NRS 360.750 or for the purchase of any equipment, materials, services or supplies in respect of which Developer is entitled to a credit under Applicable Rules. Developer annually shall provide the County with copies of Developer's sales tax filings with the State of Nevada.

- (c) The County acknowledges that certain rights-of-way and easements outside the boundaries of the Proposed Development may be necessary for development and construction of the improvements described in this Agreement. The County shall cooperate (including, where applicable, being the applicant for state and federal approvals) with Developer (at Developer's cost and expense) in obtaining such necessary rights-of-way and easements, so as not to delay development and construction of such improvements. In the event the parties are unable to obtain the necessary right-of-way or easement in the time or manner consistent with the Developer's obligation to complete the improvement, the County and Developer may agree to adjust the timeline. In the alternative, and when supported in the studies contemplated by this Agreement, the parties may agree, in writing, that Developer may proceed with the development and use of an alternative right-of-way or easement approved by the County.
- (d) Developer shall comply with the applicable provisions of NRS 361.157 and NRS 361.159.

#### **a.2 Emergency Services and Law Enforcement**

- (a) Emergency Response Plan. Before Developer transports to or stores Hazardous Materials within the boundaries of the Proposed Development, Developer shall prepare and deliver to the County an Emergency Response Plan which contains:

1) a description of the training, equipment, facilities and procedures that Developer will use to respond to emergencies which result from Developer's operations within the boundaries of the Proposed Development ; and

2) if approval or certification of such equipment, facilities and procedures is required under Applicable Rules, evidence that Developer has received the required approvals and certifications.

(b) Response Procedures. The County and Developer shall jointly develop emergency response procedures and shall jointly establish the respective responsibilities of the Parties.

(c) Developer's Financial Contributions to the County for Emergency Services and Law Enforcement Services.

Developer will contribute funds or reimburse the County for certain expenses incurred by the County to provide additional Emergency Services and Law Enforcement Services required in response to the impact of the Proposed Development, as follows:

1) Developer shall deliver six (6) months' advance notice to the County that Developer intends to begin Mobilization. Beginning in the calendar quarter of Developer's intended Mobilization and until the calendar quarter of the Fiscal Impact Threshold Date, Developer shall reimburse the County for its costs incurred to address the impact of the Development Project as follows:

- i. On Mobilization: (a) the cost to employ one (1) full time sheriff's deputy, including salary and insurance and retirement and benefit costs, ~~for which the County shall invoice and Developer shall pay on an annual basis,~~ in an amount not to exceed \$85,000 annually; (b) a one-time payment for initial equipment for such full time sheriff's deputy in an amount not to exceed \$22,200; (c) the cost to compensate one (1) qualified part time Emergency Services volunteer ~~for which the County shall invoice and Developer shall pay on an annual basis~~ in an amount not to exceed \$20,000 annually; (d) an annual payment for equipment for such full time sheriff's deputy in an amount not to exceed \$10,000 annually; (e) the cost to acquire and maintain one (1) patrol vehicle (fully equipped for law enforcement purposes) comparable to the patrol vehicles typically used by the County's law enforcement officers in an amount not to exceed the State of Nevada Fleet price (estimated cost \$56,000) and the cost of conversion of such vehicle in an amount not to exceed \$25,000; (f) the cost to acquire one (1) FWD fire engine in the amount of \$225,000 and the cost of equipment for the fire engine not to exceed the amount of \$25,000; (g) the cost ~~to~~ to in an amount not to exceed \$75,000, to acquire one (1) properly equipped ambulance or emergency

Formatted: Indent: Hanging: 0.6"

response vehicle which meets the specifications of the County Fire Chief and which is capable of responding to equipment and motor vehicle accidents; (h) the cost to employ six (6) full time Emergency Services employees, including salary and insurance and retirement and benefit costs, ~~for which the County shall invoice and Developer shall pay on an annual basis,~~ in an amount not to exceed \$600,000 annually, any portion of which is not expended for Emergency Services employees may be expended by the County for other employees, including Law Enforcement Services employees; and (i) a one-time payment for the cost of equipment for Emergency Services, including equipment for Emergency Services employees and vehicles, in an amount not to exceed \$150,000.

- ii. Developer shall deliver six (6) months' advance notice to the County of the date on which Developer's Project Schedule projects that Developer's Mobilization shall have advanced to the commencement of construction of iron structures and electrical structures and systems for the Project. Beginning in the calendar quarter of such date, Developer shall reimburse the County for: (a) the cost to employ one (1) additional full time sheriff's deputy for a total of two (2) full time sheriff's deputies, including salary and insurance and retirement and benefit costs for each sheriff's deputy in an amount not to exceed \$86,700 annually for each sheriff's deputy, ~~for which the County shall invoice and Developer shall pay on an annual basis an amount~~ not to exceed \$173,400 annually in total for the two (2) sheriff's deputies; (b) the cost to compensate one (1) additional qualified part time Emergency Services volunteer for a total of two (2) part time emergency response volunteers ~~for which the County shall invoice and Developer shall pay on an annual basis~~ in an amount not to exceed \$20,000 annually for each emergency response volunteer and a total annual payment in an amount not to exceed \$40,000 annually for the two (2) part time emergency response volunteers; (c) a one-time payment for initial equipment for such additional full time sheriff's deputy in an amount not to exceed \$22,644; (d) an annual payment for equipment for a total of two (2) sheriff's deputies in an amount not to exceed \$10,200 annually for each sheriff's deputy and not to exceed \$20,400 annually in total; and (e) the cost to acquire and maintain one (1) additional patrol vehicle (fully equipped for law enforcement purposes) comparable to the patrol vehicles typically used by the County's law enforcement officers, in an amount not to exceed the State of Nevada Fleet price (estimated to cost \$56,000) and the cost of conversion of such vehicle in an amount not to exceed \$25,000.

- iii. Developer shall deliver six (6) months' advance notice to the County of the date on which Developer's Project Schedule projects that Developer will begin Mobilization of Process Operations. Beginning in the calendar quarter of such date, Developer shall reimburse the County for: (a) the cost to employ one (1) additional full time sheriff's deputy for a total of three (3) sheriff's deputies, including salary and insurance and retirement and benefit costs for each deputy in an amount not to exceed \$88,434 annually for each Sheriff's Deputy, ~~for which the County shall invoice and Developer shall pay on an annual basis~~ an amount not to exceed \$265,302 annually in total for the three (3) sheriff's deputies; (b) the cost to compensate one (1) additional qualified part time emergency response volunteer for a total of three (3) part time emergency response volunteers ~~for which the County shall invoice and Developer shall pay on an annual basis~~ an additional amount of \$20,000 annually for a total annual payment in an amount not to exceed \$60,000 annually for a total of three (3) part time Emergency Services volunteers; (c) a one-time payment for initial equipment for such additional full time sheriff's deputy in an amount not to exceed \$23,097; (d) an annual payment for equipment for a total of three (3) full time sheriff's deputies in an amount not to exceed \$10,404 annually for each Sheriff's Deputy and not to exceed \$31,212 annually in total; and (e) the cost to acquire and maintain one (1) additional patrol vehicle (fully equipped for law enforcement purposes) comparable to the patrol vehicles typically used by the County's law enforcement officers, in an amount not to exceed the State of Nevada Fleet price (estimated to cost \$56,000) and the cost of conversion of such vehicle in an amount not to exceed \$25,000.

- iv. The County shall invoice and Developer shall pay the County's invoices for the reimbursements described in Subsection 6.a.2.c(1) in accordance with the provisions of this Subsection 6.a.2.c(1)(iv). For equipment and vehicle purchases, the County will notify Developer of the County's intent to purchase and shall deliver to Developer copies of the County's requests for bids and requests for proposal, bids, proposed purchase agreements and purchase orders received from vendors, notices of BOCC hearings to consider the purchase agreements and purchase orders and copies of the final purchase agreements and purchase orders which BOCC approves. Developer shall reimburse County for County's payments under the BOCC-approved purchase agreement or purchase order within thirty (30) days after delivery to County of vehicles and equipment and Developer's receipt of the vendor invoice for which BOCC approves payment in accordance with the applicable purchase agreement or purchase order.

Formatted: Indent: Hanging: 0.16"

At the beginning of each fiscal quarter, the County shall notify Developer of the County's plan to hire new employees. The County shall notify Developer when the County employs an additional employee for which Developer is obligated to reimburse the County under this Agreement. The notice shall include information about the position for which the employee is hired and the amount of the employee's compensation and benefits for which Developer will be obligated to reimburse the County. Promptly after the end of each fiscal quarter, the County shall deliver to Developer (a) an invoice for reimbursement of the County's additional employee costs incurred during the fiscal quarter; and (b) a detailed statement of the employment costs. Developer shall reimburse County for County's costs within thirty (30) days after Developer's receipt of the County's invoice. Developer acknowledges that the County's disclosure obligations regarding employees are subject to Applicable Rules and limitations regarding employee privacy.

iv.v. Beginning in the calendar quarter during in which Developer's Project Schedule projects that Developer will begin Mobilization of Process Operations and until the calendar quarter of the Fiscal Impact Threshold Date, Developer shall pay to the County \$250,000 for the County's increased costs of employment of current County personnel and additional personnel hired in response to the impact of the Development Project. The payment prescribed in this subsection (iv) shall be in addition to the payments for the County's personnel prescribed in subsections i, ii and iii.

- (d) Emergency and Fire Protection Training. Beginning when Developer delivers notice of its intent to begin Mobilization in accordance with Section a.2(c)(1) and as long as the Developer conducts operation of processing facilities at the Project site, Developer annually shall provide emergency response and fire protection training for persons identified by the County. Developer shall pay for such annual emergency and fire training in an amount not to exceed \$25,000 annually.
- (e) Emergency Facility. The parties agree that the County's provision of emergency response and fire protection services for the Development Project and the public will require the construction and maintenance of an Emergency Services facility (the "Emergency Facility") for use of the equipment which the County will acquire and maintain and for the work location of the additional Emergency Services employees the County will employ as contemplated under this Agreement. The parties' obligations regarding the Emergency Facility are:

Formatted: Indent: Hanging: 0.16"

1) The Facility will be constructed at a location on or accessible to State Highway 264 between the points that are 2.5 miles and 7.0 miles south of the intersection of State Highway 264 and State Highway 773.

2) The Emergency Facility site may be on fee land which the County or Developer acquires by long-term lease, grant of easement or right-of-way or purchase or on federal public lands which the County or Developer acquires by long-term lease, grant of easement or right-of-way or purchase from the United States of America. If Developer is the grantee, lessee or purchaser of the Emergency Facility Site, Developer shall dedicate or donate the Emergency Facility parcel to the County without cost to the County.

Developer will (a) pay to the County for construction of the Emergency Facility; (b) contribute by donation to the County equipment, fixtures, labor or construction of all or components of the Emergency Facility; or (c) pay and make a combination of payments or contributions for construction of the Emergency Facility, but in no event shall the sum of Developer's payments and the value of Developer's contributions exceed \$900,000.

3) The County will deliver to Developer copies of all requests for bids, construction contracts, grant applications and grants relating to the acquisition and construction of the Emergency Facility and the components, equipment and systems to be constructed or installed as part of the Emergency Facility.

(f) Water Supply. Before commissioning of the mining and processing facility, Developer shall provide the County access to a water supply at a site selected by Developer in consultation with the County Fire Chief for the County's use in responding to fires at or near the Project site. The County agrees to utilize Developer's designated water supply only for such purposes.

(g) Data Collection and Analysis. After Developer commences construction of the Proposed Development, the County shall periodically provide data to Developer regarding law enforcement and emergency response calls for incidents which occur within the Proposed Development or which occur outside the Proposed Development as a result of activities of Developer and Developer's contractors (and their employees and subcontractors) and employees. Developer and the County law enforcement, planning and safety representatives shall meet and confer semiannually to review and analyze the collected data.

(h) Mutual Assistance Agreement. the County and Developer agree to consider and negotiate an agreement for the parties' mutual assistance and utilization of private resources for local emergency preparedness and response activities. The mutual

assistance agreement will be an agreement that is distinct and separate from this Agreement.

- (i) Applications for Third Party Financing of Emergency Facilities and Equipment and Funding of Emergency Services Personnel.

The County and Developer shall use their best efforts to apply for third-party private and public funding opportunities and grants, including, but not limited to, those offered or sponsored by state, federal and private agencies and organizations.

The County and Developer will cooperate in making and will use their best efforts to prepare and submit applications for funding the costs and expenditures contemplated under this Section 6.a.2. In addition to Developer's specific obligations under this Agreement regarding reimbursement of the County's expenditures, beginning on BoCC's approval and the County's execution of this Agreement and until Commissioning, Developer annually shall reimburse the County's cost to engage a qualified professional grant application consultant to prepare, review and file the County's applications for grants for funding for the County's acquisition of Emergency Services and Law Enforcement equipment and facilities, employment of the County employees to provide the Emergency Services and Law Enforcement Services as provided in Subsection 6.a.2, and emergency response and fire protection training. Developer's reimbursement obligation under this subsection shall not exceed \$50,000.00 in the first year after the Mobilization notice date, \$51,000 in the second year after the Mobilization notice date and \$52,020 in the third year after the Mobilization notice date. When practicable, Developer will provide technical review regarding the County's applications for grants and third-party funding. Developer, in its discretion, may elect to prepare applications for grants on the County's behalf. The County agrees to cooperate with Developer to complete such applications and, on BOCC approval, to submit such applications to appropriate agencies and organizations.

To the extent any payment obligation of Developer is paid, reimbursed or recovered by a grant, the amount of such Developer's payment obligation shall be reduced by the amount of such grant paid to and received by the County.

- (j) Developer's payment and reimbursement obligations are summarized in the table which is Exhibit 6.a.2. The County agrees that the payments and reimbursements under Subsections 6.2(c), Subsection 6.2(d), Subsection 6.2(e), Subsection 6.2(h) and Subsection 6.2(i) shall be used solely for the described purposes of employment of personnel and provision of emergency, fire and law enforcement equipment, training and services responsive to the impact of the Proposed Development and for the County's applications for grants for funding of such equipment and services. The County's equipment purchases must be made in accordance with Applicable



Rules regarding The County's hiring practices and equipment procurement. The County shall deliver with its invoices to Developer such documentation and records as are reasonably necessary for Developer to confirm that the invoices are for costs which Developer is obligated to pay or reimburse. The County shall not be obligated to repay Developer for the payments which Developer pays to the County in accordance with Subsection 6.2(c), Subsection 6.2(d), Subsection 6.2(e), Subsection 6.2(h) and Subsection 6.2(i).

- (k) Before commencement of operations, Developer and the County shall identify training needs for local emergency responders and shall develop a training schedule which provides for periodic (not more often than semiannually) training and/or joint exercises of public and private sector first responders to respond to emergencies which may occur in or result from Developer's operations in the Proposed Development. Developer will be responsible to provide faculty for the mine emergency and safety training curriculum of the joint training and exercise program. The County and Developer will coordinate and jointly be responsible to provide faculty for the emergency responder training.
- (l) To the extent authorized under Applicable Rules, and subject to the conditions precedent in this Subsection 6.2.a(1), the amount of Developer's financial contribution or reimbursement which is the matching amount for a successful County grant application for the acquisition of equipment, facilities and emergency services personnel in accordance with this Section 6.a.2. shall be structured as a loan, the term of which shall be: (1) payable in ten (10) equal annual installments beginning the first day of the County's fiscal year after the fiscal year during which the County's share of the net proceeds of minerals taxes paid by Developer exceeds \$2,000,000. One-half of each annual installment paid by the County to Developer shall be contributed by Developer to a County-administered program to provide financial assistance, including grants and loans, to residents of Esmeralda County who own and occupy residential properties in Fish Lake Valley from which Developer produces water for mining and processing operations at the Proposed Development and whose domestic water well require deepening or rehabilitation. If the County does not receive such amount of net proceeds of minerals taxes within ten (10) fiscal years after Developer commences commercial production of minerals in the Proposed Development, the unpaid balance of the loan will be forgiven in its entirety. If it is determined by the County, the State of Nevada or a court having jurisdiction of the matter that the establishment of the program is not compliant with Applicable Rules, Developer's obligation to contribute one-half of each annual installment to the program shall terminate.

Each loan agreement entered in accordance with this Subsection 6.2.a(1) must comply with Applicable Rules, including the budgeting principles and

guidelines established by the Department of Taxation of the State of Nevada. Before the County and Developer enter an agreement for a loan in accordance with this Subsection 6.2.a(1), they shall consult with the County's independent auditor and the State of Nevada Department of Taxation to ensure that the loan agreement complies with applicable auditing principles and Applicable Rules, including the budgeting principles and guidelines established by the Department of Taxation.

**a.3 Water.**

- a) Developer has acquired or leased all necessary water rights for the Project ("Project Water Rights") for which the places of use will be changed to the appropriate locations within the BLM Plan boundary. As part of Developer's acquisition of the Project Water Rights and use of water for the Project under the Project Water Rights, an equivalent amount of pumping of groundwater for agricultural use from Developer's water wells in Fish Lake Valley (the "FLV Wells") will cease, resulting in the Project having no "net change" in the amount of groundwater pumped by Developer in Fish Lake Valley. Developer will conduct its production and use of the Project Water Rights in accordance with Applicable Rules and the terms of the permits and certificates for the Project Water Rights.
- b) Developer will provide to the County copies of Developer's applications for changes of points of diversion, places of use and other material matters relating to the Project Water Rights, including any monitoring and mitigation plan filed with or approved by the Nevada Division of Water Resources ("DWR").
- c) The parties acknowledge that the Developer owns, has the option to lease or purchase or leases water rights for the Proposed Development and Project Operations and for other uses, including the irrigation of lands in Fish Lake Valley (the "Irrigation Water Rights"), and that the County has no role in the allocation of water or administration of the Project Water Rights and the Irrigation Water Rights. Developer shall advise the County of all applications it files for state or federal approval of the appropriation and use of Project Water Rights..
- d) Developer semiannually shall deliver to the County the data that Developer is required to submit to DWR pursuant to Developer's Water Resource Monitoring Plan, which includes data about groundwater levels, spring flows and temperatures, pumpage and consumptive use. Developer will also deliver to the County copies of Developer's annual reports which Developer is required to submit to DWR.

**a.4 Sewer and Waste Treatment.**

- (a) Developer shall provide sanitary sewer system facilities for the Proposed Development as required under the BLM Plan and Applicable Rules and as

needed to mitigate the sewer and solid waste impacts of the Proposed Development. The County has no obligations, and is not obligated to pay any financial costs, associated with obtaining the construction or maintenance of sanitary sewer facilities or the acquisition of rights-of-way, permits, easements, or other interests not owned by Developer necessary to construct the facilities required in this Section.

- (b) With respect to the location, design and operation of any proposed wastewater treatment facility, the Developer shall ensure full compliance with applicable federal and state laws and regulations, and in particular, the implementation of NAC 445A.285 and Nevada Division of Environmental Protection WTS-21.
  - (c) Developer will not utilize the County's solid waste services, facilities, transfer stations or landfills for waste generated at the Project absent the County's approval. Developer's solid waste will be transported and disposed off site in a licensed facility. Developer shall not be obligated to pay any fee to the County for the disposal of any of the items described in this subsection which are transported to landfill or waste disposal facility not operated by Esmeralda County.
  - (d) Developer will develop training plans for Developer's employees which will address appropriate disposal practices, including education regarding identification, sorting and disposal of wastes suitable for disposal in a landfill and management of regulated substances.
- 1) Following Mobilization, if deliveries of household waste to the County's Fish Lake Valley waste collection and transfer station increase such that during two (2) consecutive months the County is required to complete two or more hauls of waste containers or vessels from the Fish Lake Valley transfer station to the County landfill in Goldfield, Nevada, in excess of the average number of bimonthly waste vessel hauls preceding the Effective Date, the County shall notify Developer. Beginning in the month following delivery of the notice, Developer shall reimburse the County for additional waste vessel haul trips at the rate of \$960 for each roundtrip from the Fish Lake Valley transfer station to the County landfill. The rate shall increase to \$979 for each roundtrip in the second year after Mobilization and to \$999 for each roundtrip in the third year after Mobilization. If the volume of household waste delivered to the County's Fish Lake Valley waste collection and transfer station increases such that the County is required to purchase an increased capacity waste collection vessel or an additional waste collection vessel, Developer shall reimburse the County for the cost of such waste vessel. The County shall procure the waste vessel in accordance with Applicable Rules for the County's procurement of equipment.

The parties will review the reimbursement rates biannually to determine if adjustments are necessary to cover increases in the County's cost of transportation of the household waste.

**a.5 Transportation.**

- (a) The parties acknowledge that Developer will use the County public roads during the life of the Project and that the parties will maintain an agreement for Developer's maintenance of the Access Road to accommodate existing traffic, the additional traffic generated by the Proposed Development as contemplated under the BLM Plan, to meet the Project's future needs (including expansions), and to comply with the BLM Plan and Applicable Rules. For this purpose, the parties entered the Road Agreement as a separate agreement governing Developer's use and maintenance of the Access Road. The parties agree that if the Road Agreement expires or is otherwise terminated in accordance with its terms, the parties in good faith will, as applicable, extend the Road Agreement or negotiate and enter a new road maintenance agreement to ensure maintenance of the Access Road in compliance with the BLM Plan and Applicable Rules.
- (b) To the extent it is commercially reasonable and conforms with Applicable Rules, Developer shall cause its contractors (and their subcontractors), equipment and materials suppliers and transportation providers to travel to and enter the Proposed Development on State Route 264 and State Route 773 from their intersections with U.S. Highway 6 to the Access Road so as to minimize traffic on State Route 264 through Fish Lake Valley.
- (c) Following BLM's issuance of a record of decision which approves the BLM Plan, Developer will analyze and evaluate potential access routes in addition to the Access Road. Developer shall provide an update to the BOCC regarding secondary access routes evaluations within 12 months after receiving a Record of Decision from the BLM. The County acknowledges that construction and use of an additional access route entirely or partially on federal public lands will require BLM approval and BLM's issuance of a right-of-way. The County agrees to assist, cooperate with and support Developer's applications for required permits and right-of-way if Developer intends to construct an additional access route.

**a.6 Storm Drainage**

Developer shall construct and operate the Proposed Development in compliance with Applicable Rules governing the design, maintenance and use of storm water drainage infrastructure and systems.

**a.7 Assurance for Completion and Maintenance of Improvements.**

Developer shall provide reclamation bonds, performance bonds and financial assurances concerning Developer's construction, maintenance use of Developer's facilities and improvements as required by Applicable Rules, for example, construction of road culverts and drainage channels.

**a.8 Landscape and Buffer Improvements.**

**a.9 Dust Control.**

- (a) Developer shall comply with the BLM Plan and Applicable Rules concerning dust control and mitigation.
- (b) Within the Project area, the Developer shall comply with the conditions of Developer's Nevada Department of Environmental Air Quality Operating permit.
- (c) During Developer's conduct of construction, development and use of the Project, Developer shall use fugitive dust control measures compliant with Applicable Rules, including, by way of example and not by obligation, such measures as exclusion fencing or barriers, paving, chemical stabilization, watering, phased construction and revegetation.
- (d) Developer and its contractors, including transportation contractors, may not cause or permit the handling, transporting or storing of any material in a manner which allows or may allow controllable particulate matter to become airborne, except as authorized under Applicable Rules, the BLM Plan and Developer's federal and state air quality permits.
- (e) Except as otherwise provided and subject to Applicable Rules, Developer and its contractors may not cause or permit the construction, repair, demolition, or use of unpaved or untreated areas without first putting into effect an ongoing program using the best practical methods to prevent particulate matter from becoming airborne.
- (f) Agricultural lands in the Project which Developer owns or leases shall be included in the agricultural lands dust management plan. If the Nevada Division of Water Resources approves Developer's applications to change the points of diversion or places of use of Developer's water resources and Developer reduces the use of its water resources for irrigation purposes on Developer's agricultural lands, Developer shall use best-practices dust management, including by way of example and not by limitation, cultivation of crops which are less consumptive water, cultivation and establishment of vegetative ground cover on the affected agricultural lands and or grazing of

livestock in place of crop cultivation. At the County's request, Developer shall deliver to the County information about Developer's agricultural lands dust management plan.

- (g) If Developer leases or purchases water rights from third parties and the points of diversion or places of use of such water rights are changed and ownership of the lands to which the water rights were formerly appurtenant remains vested in a third party in which the Developer does not have a controlling interest (1) Developer will provide a copy of its fugitive dust plan to the third party; and (2) coordinate with the third party to encourage the third party to follow best practical methods for dust mitigation on lands for which water use is reduced after the changes of the points of diversion and places of use have been approved by the Nevada State Engineer.

**a.10 Weed Control.**

Developer shall comply with the BLM Plan and Applicable Rules concerning weed control and mitigation and shall consider and adopt such measures which are appropriate or reasonably required to address noxious weeds, including by way of example, (a) cleaning of equipment and vehicles which Developer drives or uses off-road; (b) inspection of personnel clothing and equipment to remove and properly dispose of noxious weed seeds; (c) monitoring of Developer's lands for the presence of noxious and invasive weeds; and (d) assuring that hay and straw bales which Developer uses are certified as weed-free.

**6.12 Limitation on Developer's Obligations**

Except for the payment of applicable sales and property taxes (less allowable reductions and abatements), Developer shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including assessments or fees, or to provide facilities or improvements beyond those specifically identified in this Agreement.

**SECTION 7. EMPLOYMENT**

The parties agree that the provision of employment opportunities for local and County residents will assist in mitigating the impacts of the Proposed Development, and acknowledge that the Developer has an incentive to hire local or County residents. Accordingly, Developer agrees that during operations it will use commercially reasonable efforts to ensure that a significant portion of the personnel employed and assigned to the Project will be full time employees. Developer further agrees that it will conduct public meetings in Fish Lake Valley to provide information about employment opportunities relating to the Proposed Development (a) at least twice prior to commencement of construction; and (b) at least twice prior to commencement of operations. Developer further

agrees to assist Nevada based community colleges and/or Universities in developing a curriculum to train potential employees.

Subject to all applicable legal requirements, conditions of financing, and other requirements applicable to the Project, including but not limited to Department of Energy Loan requirements, Davis-Bacon and related Acts, and any other applicable requirements, Developer will make commercially reasonable efforts to hire applicants who reside in the County for the construction and operations of the Proposed Development and to request its contractors and subcontractors for the construction and operations of the Proposed Development to do the same, provided that such applicants are in Developer's and its contractors' and subcontractors' sole discretion and judgment qualified for such employment. Developer will provide the County prior notice of its intent to enter into any labor agreement for the construction or operation of the Proposed Development.

Developer shall encourage its contractors to adopt employment practices consistent with the practices described in the foregoing paragraphs of this Section.

Before Developer commences and during Developer's operational activities at the Project, Developer agrees to perform the following:

(a) establish a scholarship program for students who reside in the communities near the Project who seek to pursue higher education. The program shall grant preference to students who seek careers in chemistry, chemical engineering, civil engineering, environmental science, geology, geophysics, geographic information systems, mechanical engineering, metallurgy, and mining engineering, and surveying or who intend to pursue higher education in the foregoing fields and sciences and other mining-related fields. Developer shall conduct outreach and distribute and publish information to the local communities regarding students' participation in the scholarship program.

(b) organize and conduct job fairs to inform local residents and students of current and prospective job openings as a means to hire residents.

(c) in concert with higher education institutions including universities and community colleges, utilize training programs for community residents who wish to obtain the skills necessary to work at the Project, and conduct outreach efforts in the community to advertise and promote awareness of the training programs.

(d) distribute and publish information to students in the Esmeralda County School District and to career education and training organizations about careers in the mining industry and the lithium battery ecosystem, conduct career fairs, immersive experiences, internship programs for graduates, and conduct other programs for such purposes as deemed appropriate by Developer.

(e) Developer annually shall deliver a report to the Board of County Commissioners that describes the activities which Developer conducts pursuant this section. The report shall include a description of the manner and frequency of Developer's outreach efforts, the number of participants in each program, and the number of Esmeralda County citizens who have been

employed at the Project. The County agrees to provide feedback concerning Developer's education and training programs, including recommendations for improvement of the programs.

**SECTION 8. CONSTRUCTION STANDARDS AND INSPECTIONS**

Developer annually shall provide to the County or allow the County to inspect the certification and safety inspection reports which Developer provides to or receives from third parties, including governmental agencies and offices which have authority to regulate the Project. On not less than five (5) business day's advance notice from the County and during Developer's daytime administration office hours, Developer shall allow the County to conduct the annual inspection, subject to the County's obligation to maintain in strictest confidence Developer's intellectual property and proprietary information and any other information which under Applicable Rules is considered private and confidential included in such reports. The County and its agents, employees and officials shall comply with Applicable Rules and Developer's safety policies and standards when making such inspections.

**SECTION 9. NOTICES/RECORDATION.**

**9.1** All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by express mail, certified mail postage prepaid, return receipt requested, or commercial courier. Notices shall be addressed and delivered as follows:

To the County: County of Esmeralda,  
A political subdivision  
\_\_\_\_\_  
Goldfield, Nevada \_\_\_\_\_  
Attention:  
And by email to: [bocc@esmeradacountynv.gov](mailto:bocc@esmeradacountynv.gov)

To Developer: Ioneer Rhyolite Ridge LLC  
9460 Double R. Blvd Suite 200  
Reno, Nevada 89521  
**And by email to:**

Either party may change its address and/or contact persons by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described



shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

- 9.2** Recording. Promptly after execution hereof, the County shall record an executed original of this Agreement in the Official Records of Esmeralda County, Nevada. Upon completion of the performance of this Agreement, or its earlier expiration, revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the County and Developer and shall be recorded in the Official Records of Esmeralda County, Nevada.

**SECTION 10. SEVERABILITY OF TERMS.**

If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

**SECTION 11. DURATION OF AGREEMENT.**

- 11.1** The initial term of this Agreement shall be five (5) years and shall be automatically extended for additional terms of two (2) years, subject to the terms of this Section 11 regarding modification and the BoCC approval of this Agreement to reflect and respond to changes in the Proposed Development and Developer's operations at the Project. If a Party believes that amendment of this Agreement is appropriate, it shall deliver written notice to the other Party not less than sixty (60) days before expiration of the initial term or extension term, as applicable. The Parties shall negotiate in good faith the amendment of this Agreement.
- 11.2** If the Parties are unable to negotiate an amendment of this Agreement or a dispute arises between the parties regarding the amendment or extension of this Agreement, the parties agree to mediate the matter. The parties will jointly appoint a mutually acceptable mediator and, if the parties are unable to agree upon an appointment within ten (10) days from the conclusion of the negotiations, to seek the assistance of the American Arbitration Association for the appointment of a mediator. The parties agree to confer with the mediator within twenty (20) days following the mediator's appointment. If the parties are not successful in resolving the amendment or dispute through mediation, at the request of either party, a party may request that the matter be referred to a qualified expert (the "Independent Expert") who (a) has no direct or indirect personal interest in the outcome of the decision or determination be made; (b) has expertise in land use and planning for mines and mining operations in Nevada; and (c) is selected by agreement between the parties or, failing agreement between

them within seven (7 ) days after they commence to discuss the selection of that Independent Expert, a suitably qualified Nevada-resident expert as can either be mutually agreed or as nominated by the President of the Nevada Chapter of the American Planning Association at the request of any party. Each party shall deliver to the Independent Expert and the other party a written submission which must state the specific matter to be determined, all other reasonably relevant matters, and the proposed amendment of this Agreement, if applicable. The parties must provide the Independent Expert with any information, assistance and co-operation which the Independent Expert requests in connection with the Independent Expert's decision or determination. The fees and expenses of the Independent Expert shall be borne by the parties in equal shares. The Independent Expert shall promptly deliver to the parties a written determination and recommendation for the amendment of this Agreement or resolution of the dispute regarding the amendment or extension of this Agreement.

- 11.3** The parties agree that if this Agreement expires or is otherwise terminated in accordance with its terms, the parties in good faith shall, as applicable, amend or extend this Agreement or negotiate and enter a new agreement to ensure Developer's Permitted Use (including amendments and expansions of the Permitted Use authorized under the BLM Plan) and Developer's compliance with the BLM Plan and Applicable Rules.
- 11.4** Developer may terminate this Agreement if (a) Developer decides to not proceed with the Proposed Development for commercial reasons; (b) Developer does not timely receive the approvals and permits required under Applicable Rules for the Proposed Development; or (c) if after Developer commences construction of the Proposed Development or after Developer commences mining of minerals from the Property, Developer determines that that the minerals on the Property cannot be profitably mined and Developer decides to halt activities on the Property and to commence closure and reclamation of the Property. Developer shall notify the County in writing of Developer's decision to terminate this Agreement. If Developer elects to terminate this Agreement in accordance with (a) or (b), the effective date of termination shall be sixty (60) days after the County's receipt of Developer's notice. If Developer elects to terminate this Agreement in accordance with subsection (c) of the foregoing paragraph, the effective date of termination shall be ninety (90) days after the County's receipt of Developer's notice.
- 11.5** If after Developer commences construction of the Proposed Development or after Developer commences mining of minerals from the Property (a) Developer does not timely receive the approvals and permits required under Applicable Rules to continue Developer's construction on or mining operations on, as applicable, the Proposed Development; (b) Developer determines that that the minerals on the Property cannot be profitably mined; or (c) Developer cannot conduct its desired operations of the Proposed Development following the occurrence of a force majeure event, Developer may elect to suspend Developer's operations, in which event Developer's obligations under Sections 4.5(b), 6.2(c), 6.3 and 7 of this Agreement shall be suspended effective

ninety (90) days after the date of suspension stated in Developer's notice of suspension and so long as the circumstances described in subsections (a), (b) or (c) of this paragraph continue. Developer shall notify the County of Developer's intent to restart suspended operations not less than ninety (90) days before Developer's intended restart date.

**11.6** Developer must deliver written notice to the County of Developer's election to terminate this Agreement, to suspend operations or to restart suspended operations in the manner prescribed in Section 9.1.

**11.7** The BoCC, in its reasonable discretion, reasonably exercised, may extend the term of this Agreement upon the following conditions:

- (a) Developer provides written notice of its desire for an extension to the County prior to the expiration of the original term or a current extension term of this Agreement; and
- (b) Developer is not in default of this Agreement.

**11.8** When approved by the BoCC, the extension shall be granted in writing after:

- (a) notice of intention to amend the Agreement has been published as provided in NRS 278.0205; and
- (b) the BoCC has approved an ordinance approving the extension that includes:
  - (1) a statement of the justification for the extension;
  - (2) the duration of the extension; and
  - (3) any further conditions agreed to by the BoCC and the applicant, which conditions may be incorporated by reference in the ordinance.

**11.9** Expiration of this Agreement, or any extension thereof, shall not in any manner affect Developer's right to operate the Proposed Development, and shall not rescind, modify or terminate any vested right in favor of Developer, as determined by Nevada law, to the extent that Developer has performed its obligations under this Agreement.

**11.10** Permanent cessation of operations and decommissioning of the Proposed Development shall be done in compliance with all applicable state and federal approvals, licenses, permits, laws and regulations.

In witness whereof, this Agreement has been executed by the parties on the day and year first above written.

COUNTY:

DEVELOPER:

Board of County Commissioners

Ioneer Rhyolite Ridge LLC

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_

Approved as to Form:

Title: \_\_\_\_\_

\_\_\_\_\_

Attest:

County Clerk

SUBSCRIBED AND SWORN TO  
before  
me  
on this \_\_\_\_\_ day of \_\_\_\_\_,  
2010.

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for said County  
and State

---

**EXHIBIT A****Legal Description of unpatented mining claims and map of Property subject to the Agreement.**

Claim Name	Nevada Mining Claim Number	County Number
SLB 01	NMC1117360	197479
SLB 02	NMC1117361	197480
SLB 03	NMC1117362	197481
SLB 04	NMC1117363	197482
SLB 05	NMC1117364	197483
SLB 06	NMC1117365	197484
SLB 07	NMC1117366	197485
SLB 08	NMC1117367	197486
SLB 09	NMC1117368	197487
SLB 10	NMC1117369	197488
SLB 11	NMC1117370	197489
SLB 12	NMC1117371	197490
SLB 13	NMC1117372	197491
SLB 14	NMC1117373	197492
SLB 15	NMC1117374	197493
SLB 16	NMC1117375	197494
SLB 17	NMC1117376	197495
SLB 18	NMC1117377	197496
SLB 19	NMC1117378	197497
SLB 20	NMC1117379	197498
SLB 21	NMC1117380	197499
SLB 22	NMC1117381	197500
SLB 23	NMC1117382	197501
SLB 24	NMC1117383	197502
SLB 25	NMC1117384	197503
SLB 26	NMC1117385	197504
SLB 27	NMC1117386	197505
SLB 28	NMC1117387	197506
SLB 29	NMC1117388	197507
SLB 30	NMC1117389	197508
SLB 31	NMC1117390	197509
SLB 32	NMC1117391	197510

---

SLB 33	NMC1117392	197511
SLB 34	NMC1117393	197512
SLB 35	NMC1117394	197513
SLB 36	NMC1117395	197514
SLB 37	NMC1117396	197515
SLB 38	NMC1117397	197516
SLB 39	NMC1117398	197517
SLB 40	NMC1117399	197518
SLB 41	NMC1117400	197519
SLB 42	NMC1117401	197520
SLB 43	NMC1117402	197521
SLB 44	NMC1117403	197522
SLB 45	NMC1117404	197523
SLB 46	NMC1117405	197524
SLB 47	NMC1117406	197525
SLB 48	NMC1117407	197526
SLB 49	NMC1125875	202795
SLB 50	NMC1125876	202796
SLB 51	NMC1125877	202797
SLB 52	NMC1125878	202798
SLB 53	NMC1125879	202799
SLB 55	NMC1125881	202801
SLB 57	NMC1125883	202803
SLB 59	NMC1125885	202805
SLB 61	NMC1125887	202807
SLB 62	NMC1125888	202808
SLB 63	NMC1125889	202809
SLB 64	NMC1125890	202810
SLB 65	NMC1125891	202811
SLB 66	NMC1125892	202812
SLB 67	NMC1125893	202813
SLB 68	NMC1125894	202814
SLB 69	NMC1125895	202815
SLB 70	NMC1125896	202816
SLB 71	NMC1125897	202817

---

---

SLB 72	NMC1125898	202818
SLB 73	NMC1125899	202819
SLB 74	NMC1125900	202820
SLB 75	NMC1125901	202821
SLB 76	NMC1125902	202822
SLB 78	NMC1125904	202824
SLB 79	NMC1125905	202825
SLB 80	NMC1125906	202826
SLB 81	NMC1125907	202827
SLB 82	NMC1125908	202828
SLB 84	NMC1125910	202830
SLB 85	NMC1125911	202831
SLB 86	NMC1125912	202832
SLB 87	NMC1125913	202833
SLB 88	NMC1125914	202834
SLB 89	NMC1125915	202835
SLB 90	NMC1125916	202836
SLB 91	NMC1125917	202837
SLB 92	NMC1125918	202838
SLB 93	NMC1125919	202839
SLB 94	NMC1125920	202840
SLB 95	NMC1125921	202841
SLB 96	NMC1125922	202842
SLB 97	NMC1125923	202843
SLB 98	NMC1125924	202844
SLB 101	NMC1125927	202847
SLB 102	NMC1125928	202848
SLB 106	NMC1125932	202852
SLB 109	NMC1125935	202855
SLB 110*	NMC1147912	208865
SLB 111 *	NMC1147913	208866
SLB 112*	NMC1147914	208867
SLB 113*	NMC1147915	208868
SLB 114*	NMC1147916	208869
SLB 115*	NMC1147917	208870

---

---

SLB 121 *	NMC1147923	208876
SLB 122*	NMC1147924	208877
SLB 123*	NMC1147925	208878
SLB 124*	NMC1147926	208879
SLB 125*	NMC1147927	208880
SLB 126*	NMC1147928	208881
SLB 127*	NMC1147929	208882
SLB 128*	NMC1147930	208883
SLB 129*	NMC1147931	208884
SLB 130	NMC1162419	2018-210145
SLB 131	NMC1162420	2018-210146
SLB 132	NMC1162421	2018-210147
SLB 133	NMC1162422	2018-210148
SLB 134	NMC1162423	2018-210149
SLB 135	NMC1162424	2018-210150
SLB 136	NMC1162425	2018-210151
SLB 137	NMC1162426	2018-210152
SLB 138	NMC1162427	2018-210153
SLB 139	NMC1162428	2018-210154
SLB 140	NMC1162429	2018-210155
SLB 141	NMC1162430	2018-210156
SLB 142	NMC1162431	2018-210157
SLB 143	NMC1162432	2018-210158
SLB 144	NMC1162433	2018-210159
SLB 145	NMC1162434	2018-210160
SLB 146	NMC1162435	2018-210161
SLB 147	NMC1162436	2018-210162
SLB 148	NMC1162437	2018-210163
SLB 149	NMC1162438	2018-210164
SLB 150	NMC1162439	2018-210165
SLB 151	NMC1162440	2018-210166
SLB 155	NMC1162444	2018-210170
SLB 156	NMC1162445	2018-210171
SLB 157	NMC1162446	2018-210172
SLB 158	NMC1162447	2018-210173

---



---

SLB 159	NMC1162448	2018-210174
SLB 160	NMC1162449	2018-210175
SLB 161	NMC1162450	2018-210176
SLB 162	NMC1162451	2018-210177
SLB 163	NMC1162452	2018-210178
SLB 164	NMC1162453	2018-210179
SLB 165	NMC1162454	2018-210180
SLB 166	NMC1162455	2018-210181
SLB 167	NMC1162456	2018-210182
SLB 168	NMC1162457	2018-210183
SLB 169	NMC1162458	2018-210184
SLB 170	NMC1162459	2018-210185
SLB 171	NMC1162460	2018-210186
SLB 172	NMC1162461	2018-210187
SLB 173	NMC1162462	2018-210188
SLB 174	NMC1162463	2018-210189
SLB 175	NMC1162464	2018-210190
SLB 176	NMC1162465	2018-210191
SLB 177	NMC1162466	2018-210192
SLB 178	NMC1162467	2018-210193
SLB 179	NMC1162468	2018-210194
SLB 181	NMC1162470	2018-210196
RR 01	NMC 1179516	2018-213987
RR 02	NMC 1179517	2018-213988
RR 03	NMC 1179518	2018-213989
RR 04	NMC 1179519	2018-213990
SLM 04	NMC 1171539	2018-211436
SLM 06	NMC 1171541	2018-211438
SLM 07	NMC 1171542	2018-211439
SLM 08	NMC 1171543	2018-211440
SLM 09	NMC 1171544	2018-211441
SLM 10	NMC 1171545	2018-211442
SLM 11	NMC 1171546	2018-211443
SLM 12	NMC 1171547	2018-211444
SLM 13	NMC 1171548	2018-211445

---

---

SLM 14	NMC 1171549	2018-211446
SLM 15	NMC 1171550	2018-211447
SLM 16	NMC 1171551	2018-211448
SLM 17	NMC 1171552	2018-211449
SLM 18	NMC 1171553	2018-211450
SLM 19	NMC 1171554	2018-211451
SLM 20	NMC 1171555	2018-211452
SLM 21	NMC 1171556	2018-211453
SLM 22	NMC 1171557	2018-211454
SLM 23	NMC 1171558	2018-211455
SLM 24	NMC 1171559	2018-211456
SLM 25	NMC 1171560	2018-211457
SLM 26	NMC 1171561	2018-211458
SLM 27	NMC 1171562	2018-211459
SLM 28	NMC 1171563	2018-211460
SLM 29	NMC 1171564	2018-211461
SLM 30	NMC 1171565	2018-211462
SLM 31	NMC 1171566	2018-211463
SLM 32	NMC 1171567	2018-211464
SLM 33	NMC 1171568	2018-211465
SLM 34	NMC 1171569	2018-211466
SLM 35	NMC 1171570	2018-211467
SLM 36	NMC 1171571	2018-211468
SLM 37	NMC 1171572	2018-211469
SLM 45	NMC 1171580	2018-211477
SLM 46	NMC 1171581	2018-211478
SLM 47	NMC 1171582	2018-211479
SLM 48	NMC 1171583	2018-211480
SLM 49	NMC 1171584	2018-211481
SLM 50	NMC 1171585	2018-211482
SLM 51	NMC 1171586	2018-211483
SLM 52	NMC 1171587	2018-211484
SLM 53	NMC 1171588	2018-211485
SLM 54	NMC 1171589	2018-211486
SLM 55	NMC 1171590	2018-211487

---

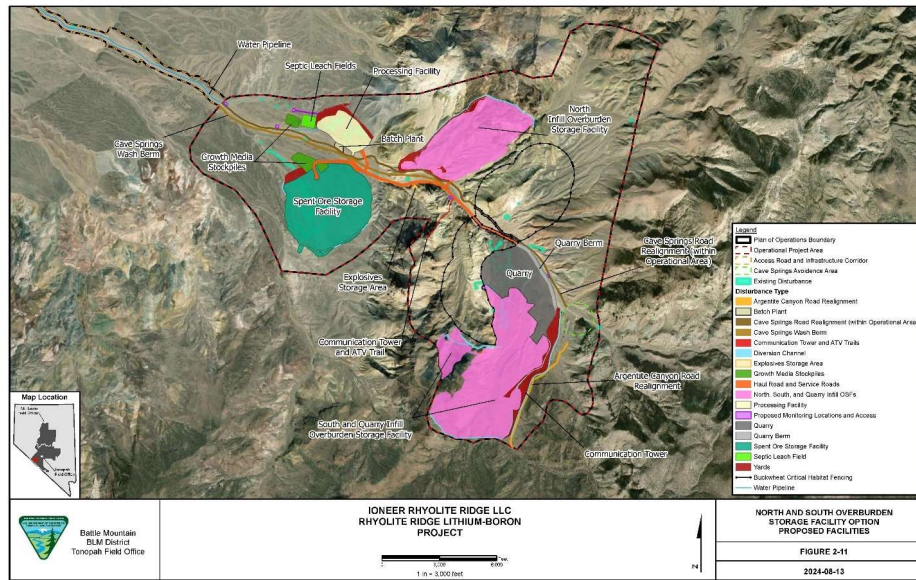
---

SLM 56	NMC 1171591	2018-211488
SLM 57	NMC 1171592	2018-211489
SLM 58	NMC 1171593	2018-211490
SLM 59	NMC 1171594	2018-211491
SLM 60	NMC 1171595	2018-211492
SLM 61	NMC 1171596	2018-211493
SLM 62	NMC 1171597	2018-211494
SLM 63	NMC 1171598	2018-211495
SLM 64	NMC 1171599	2018-211496
SLM 65	NMC 1171600	2018-211497
SLM 66	NMC 1171601	2018-211498
SLM 67	NMC 1171602	2018-211499
SLM 68	NMC 1171603	2018-211500
SLM 69	NMC 1171604	2018-211501
SLM 70	NMC 1171605	2018-211502
SLM 71	NMC 1171606	2018-211503
SLM 72	NMC 1171607	2018-211504
SLM 73	NMC 1171608	2018-211505
SLM 74	NMC 1171609	2018-211506
SLM 75	NMC 1171610	2018-211507
SLM 76	NMC 1171611	2018-211508
SLM 77	NMC 1171612	2018-211509
SLM 78	NMC 1171613	2018-211510
SLM 79	NMC 1171614	2018-211511
SLM 80	NMC 1171615	2018-211512
SLM 81	NMC 1171616	2018-211513
SLM 82	NMC 1171617	2018-211514
SLM 83	NMC 1171618	2018-211515
SLM 84	NMC 1171619	2018-211516
SLM 85	NMC 1171620	2018-211517
SLM 86	NMC 1171621	2018-211518
SLM 87	NMC 1171622	2018-211519
SLM 88	NMC 1171623	2018-211520
SLM 89	NMC 1171624	2018-211521
SLM 90	NMC 1171625	2018-211522

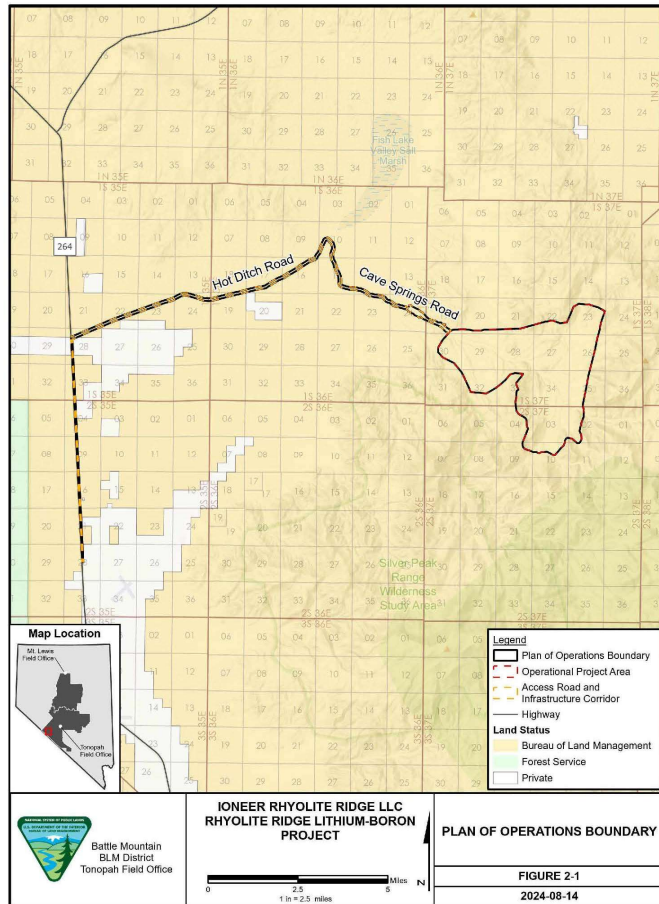
---

SLM 91	NMC 1171626	2018-211523
SLM 92	NMC 1171627	2018-211524
SLM 93	NMC 1171628	2018-211525
SLM 94	NMC 1171629	2018-211526
SLM 95	NMC 1171630	2018-211527
SLM 96	NMC 1171631	2018-211528
SLM 97	NMC 1171632	2018-211529
SLM 98	NMC 1171633	2018-211530
SLM 99	NMC 1171634	2018-211531
SLM 100	NMC 1171635	2018-211532
SLM 101	NMC 1171636	2018-211533
SLM 106	NMC 1171641	2018-211538
SLM 107	NMC 1171642	2018-211539
SLM 108	NMC 1171643	2018-211540
SLM 109	NMC 1171644	2018-211541
SLM 110	NMC 1171645	2018-211542
SLM 111	NMC 1171646	2018-211543
SLM 112	NMC 1171647	2018-211544
SLM 113	NMC 1171648	2018-211545
SLM 114	NMC 1171649	2018-211546
SLM 115	NMC 1171650	2018-211547
SLM 116	NMC 1171651	2018-211548
SLM 119	NMC 1171654	2018-211551
SLM 120	NMC 1171655	2018-211552
SLM 122	NMC 1171657	2018-211554
SLP 68**	NMC1147932	
SLP 70**	NMC1147932	
SLP 72**	NMC1147932	
SLP 75**	NMC1147932	
SLP 76**	NMC1147932	
SLP 77**	NMC1147932	
SLP 78**	NMC1147932	
SLP 79**	NMC1147932	
SLP 81 **	NMC1147932	
SLP 83**	NMC1147932	

RMS1	NMC 1125875	
RMS2	NMC 1125875	
RMS3	NMC 1125875	
RMS4	NMC 1125875	
RMS5	NMC 1125875	
RMS6	NMC 1125875	
RMS7	NMC 1125875	
RMS8	NMC 1125875	
RMS9	NMC 1125875	
RMS 10	NMC 1125875	
RMS 11	NMC 1125875	
RMS 12	NMC 1125875	
RMS 13	NMC 1125875	
RMS 14	NMC 1125875	
RMS 15	NMC 1125875	
RMS 16	NMC 1125875	
RMS 17	NMC 1125875	
RMS 18	NMC 1125875	
RMS 19	NMC 1125875	
RMS20	NMC 1125875	
RMS21	NMC 1125875	
RMS22	NMC 1125875	
RMS23	NMC 1125875	



**EXHIBIT B**  
**Map Showing Access Route**



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

**Exhibit 6.a.2 Developer Maximum Payment Amounts**

<b>Developer Maximum Payment Amounts</b>		Milestone 1	Milestone 2	Milestone 3	Payment Period
<b>Support for General Increased Labor Cost</b>				250,000	Annual
<b>Sheriff Deputies</b>					
	Salary	85,000	173,400	265,302	Annual
	Number of Deputies	1	2	3	
	Initial Equipment	22,200	22,644	23,097	Single Time for each additional deputy
	Number of Deputies	1	1	1	
	Annual Equipment Reimbursement	10,000	20,400	31,212	Annual
	Number of Deputies	1	2	3	
<b>Deputy Vehicle</b>					
	Vehicle per Nevada Fleet purchase estimate	56,000	56,000	56,000	Single Time for each additional deputy
	Number of Vehicles	1	additional 1	additional 1	
	Vehicle Conversion	≤25000	≤25000	≤25000	Single Time for each additional deputy
	Number of Vehicles Converted	1	1	1	
<b>Fire Engine</b>					
	Type 2 Fire Engine	225,000			One Time
	Number of Fire Engines	1			
	Fire Engine Equipment	≤25000			One Time
	Ambulance/ Emergency Support Vehicle	75,000			One Time



	Number of Ambulances	1			
<b>Emergency Facility</b>					
	Emergency Facility	900,000			One Time
	Number of Facilities	1			
<b>Emergency Services</b>					
	Full Time Personnel	600,000	600,000	600,000	Annual
	Number of full time personnel	6	6	6	
	Equipment for EMS	150,000			One Time
	Volunteer Support	20,000	40,000	60000	Annual
	Number of volunteers	1	2	3	
	Training	25,000	25,000	25,000	Annual
<b>Solid Waste</b>					
	Transportation of Waste	11,520	11,750	11,985	Annual
	Number of trips	12	12	12	
<b>Grant Support</b>					
	Grant Writer	50,000	51,000	52,020	Annual