

## FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment"), is made this 9<sup>th</sup> day of ~~August~~ <sup>September</sup> 2008, (the "Effective Date") by and between **FREEMPORT-MCMORAN MIAMI INC.**, a Delaware corporation (formerly known as Cyprus Miami Mining Corporation) (hereinafter called "Lessor"), and **THE COUNTY OF GILA**, a political subdivision of the State of Arizona (hereinafter called "Lessee").

### RECITALS

- A. Lessor and Lessee have entered into that certain Lease dated September 9, 1997, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference (the "**Original Lease**").
- B. Lessor and Lessee desire to amend the Original Lease to, among other things, amend the sublease provisions in accordance with the terms and conditions set forth in this First Amendment.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the terms, conditions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Defined Terms. Capitalized terms used and not defined herein shall have the meaning as set forth in the Original Lease.
2. Assignment and Sublease. The Original Lease is hereby amended by adding the following as the last sentence to Section 8 of the Original Lease:

"Notwithstanding the foregoing provisions, Lessee may sublease all or a portion of the Premises to Gila Community College to use as an occupational training center and for related educational purposes, provided that Lessee first obtains Lessor's prior written approval of any such sublease, which such approval shall not be unreasonably withheld, conditioned or delayed."

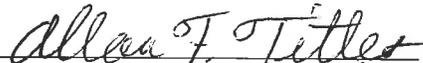
3. Miscellaneous. This First Amendment shall be governed by the laws of the State of Arizona. This First Amendment may be executed in counterpart and by facsimile, which may be assembled and construed to create one (1) binding and enforceable agreement. The Original Lease, as amended by this First Amendment, is hereby ratified, confirmed and approved and remains in full force and effect. To the extent that the Original Lease and this First Amendment conflict, this First Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

**LESSOR:**

Approved as to form: 

FREEMPORT-MCMORAN MIAMI INC.,  
a Delaware corporation

By:   
Name: Allan F. Tittes  
Title: Vice Pres. & Gen. Manager

**LESSEE**

THE COUNTY OF GILA, a political subdivision  
of the State of Arizona

By:   
Name: Jose M. Sanchez  
Title: Chairman

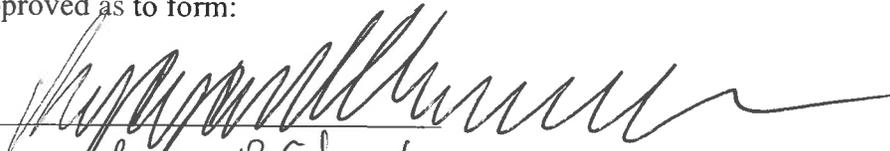
Attested:



Name: Steven L. Besich

Clerk of the Board

Approved as to form:



Name: Bryan B Chambers

for County Attorney