ELECTRONIC SITE LEASE AGREEMENT

This Electronic Site Lease Agreement is entered into as of the date set forth for "Date of Lease" in Exhibit A, by and between LAC Minerals USA, LLC, Inc., a New Mexico corporation ("Lessor"), and Santa Fe County who is further identified as Lessee in Exhibit A ("Lessee").

RECITALS

A. The Lessor currently owns property upon which the lessee intends to construct, maintain and operate a facility to house certain electronic equipment and rent space in that facility for the operation of certain electronic transmission equipment at 582 County Road 55, Cerrillos, New Mexico more specifically defined herein as follows:

> A communication building and antenna tower site on County Road 55, Cerrillos, New Mexico, situated in the northeast corner, Section 18, T.13°N., R8E., NMPM, North latitude 35° north latitude, 20', 34..8" by west longitude 106°, 07', 25.7" as shown on the Electronic Site Plan, Exhibit B.

B. Lessee seeks a lease of space to maintain and operate certain electronic equipment at the Electronic Site, for the purpose of public safety radio communication, subject to the terms and conditions of this Lease Agreement.

AGREEMENT

1. Definitions. For the purposes of this Lease Agreement, certain terms will be defined as follows.

(a) "Rent" is the minimum rent paid by Lessee to Lessor on an annual basis. Base Rent is described in 3(a).

(b) "Electronic Site" means the building and antenna tower site identified in the Electronic Site Plan and the improvements maintained thereon from time to time by Lessee.

(c) "Commencement Date" is the first day for which a rent is due from Lessee to Lessor.

(d) "Equipment" means the electronic equipment, cabinets, wiring, antennae and other fixtures and installation which Lessee installs at the Electronic Site in accordance with its Equipment Layout Plan.

(e) "Equipment Layout Plan" means the set of documents describing the Equipment which Lessee seeks to install at the Electronic Site, together with installation and wiring diagrams, frequency and power usage specifications, and such other information respecting Lessee's Equipment and installation as Lessor may require.

(f) "Objectionable Interference" means both intra-site and inter-site signal interference, of whatsoever cause or source, and is more specifically described in Section 11.

(g) "Term" or "Lease Term" means the term of this Lease Agreement, beginning on the Commencement Date and continuing until termination hereof, including all extensions or renewals.

(h) "Termination Date" means the last date of the Lease Term, as specified in Exhibit A, but subject to provisions of this Agreement under which this Agreement may be extended or earlier terminated.

2. Grant of Lease. In consideration of the Lessee's payment of the rents as provided in this Agreement, and in further consideration of Lessee's representations, warranties and covenants hereinafter set forth, Lessor hereby grants to Lessee during the term hereof the right to occupy the Electronic Site in the manner hereinafter described, and further confers upon Lessee an exclusive lease to maintain and operate its equipment in the Equipment Building located at the Electronic Site, subject, however, to all of the terms and conditions of this Agreement.

3. Rents. Lessee agrees to pay to Lessor, and Lessor agrees to accept from Lessee, as consideration for the lease herein granted.

(a) Base Rent. The Lessee will pay to the Lessor the Base Rent described in Exhibit A which is attached hereto and made a part hereof. Subject to Lessor's rights upon any default by Lessee under this Agreement, Lessee will pay to Lessor without abatement, offset, notice or demand, in advance, commencing on the Commencement Date and continuing on the first day of each and every calendar year thereafter during the term of this Agreement, the annual installment of the Base Rent shown in Exhibit A.

(b) Electricity Charge. Lessee agrees to pay all electricity charges associated with maintaining the electronic site including the expense for installation of any power pole and meter.

(c) Gross Receipts Tax. Lessee acknowledges that the amounts described in the preceding Paragraphs of this Section may be or become subject to New Mexico State gross receipts tax or other federal or state taxes or exactions. Accordingly, Lessee will pay with all amounts payable under this Section, together with such amounts, New Mexico State gross receipts tax or other taxes at the rate of taxation then specified and as required in Santa Fe County, upon notice from Lessor for services rendered.

4. Term. The Term of this Lease Agreement will commence at the Commencement Date set forth in Exhibit A attached hereto and incorporated herein by this reference. The Term of the Lease will continue from the Commencement Date until the Termination Date described in the same Exhibit, unless earlier terminated in accordance with the terms and conditions hereinafter set forth. The Lease Agreement will automatically renew for successive terms, each of the same length as the initial term, unless and until Lessee notifies Lessor no more than ninety (90) and no less than thirty (30) days before the Termination Date that Lessee will not require a renewal of the Lease Agreement. At any time after the initial Term of this Agreement, Lessor may terminate this Agreement by giving written notice to Lessee no less than 90 days before the Termination Date

selected by Lessor in its notice to Lessee; provided, however, that Lessor will not affect any such termination if the termination would violate Lessor's Communications Use Lease or Lessee's special use permit to use the Electronic Site.

5. Lessee's Installation of Equipment.

(a) Lessee will submit to Lessor at Lessor's request, before installing any equipment at the Electronic Site, a Equipment Layout Plan respecting equipment which Lessee proposes to install at the Electronic Site.

(b) Lessee will install its equipment at the Electronic Site in accordance with the final Equipment Layout Plan, and in accordance with all applicable federal, state and local laws, regulations and ordinances. Any change or alteration to the installation or to the equipment specified in the final Equipment Layout Plan will be pursuant to written change order only, approved by both Lessor and Lessee. Lessor's representatives will have the right at all reasonable times during the course of installation to inspect the work in progress.

(c) Lessee acknowledges that Lessor's approvals of Lessee's Equipment and Equipment Layout Plan do not constitute any representation or warranty that the Equipment or Equipment Layout Plan are safe, meet any engineering standard or guideline, or comply with any industry standard or governmental law, regulation or rule and, further, that any inspection or approval does not constitute any waiver or reduction of any right Lessor has under this Agreement to indemnity or other relief from Lessee under this Agreement.

6. Utilities.

(a) Electric Power. Lessor will arrange for the supply of 30 amp, 240 volt alternating current electrical power to the Electronic Site by the electric utility company having the franchise and responsibility for supply of electricity thereto, and will supply a main disconnect and distribution panel to which the supply of electricity is connected. Lessor may, but is not required, to supply standby power. Lessee may connect to the main disconnect and distribution panel at its own cost and expense, and will obtain all its power requirements therefrom. Lessee will effect such connection in a manner specified in its final Equipment Layout Plan, and will cause the work to be performed by a licensed electrical contractor reasonably satisfactory to Lessor. Lessee will pay for power consumed in accordance with Paragraph 3(c), above.

(b) Trash Removal. Lessee will be responsible for the prompt removal from the Electronic Site of any surplus material or trash created in connection with the installation, operation, maintenance, alteration, modification or removal of Lessee's equipment, whether or not flammable or of a dangerous character. In all events, Lessee will not introduce or permit the introduction of any material to the Electronic Site which may by the provisions of any law, rule or regulation be in the nature of, or subject to regulation as, an explosive, poisonous or hazardous material or substance.

(c) Grounding System. Lessee will provide a grounding system at the Electronic Site. Lessee will connect all Equipment to the grounding system in accordance with its Equipment Layout Plan, and will maintain the integrity of these connections throughout the term of

this Lease Agreement. All costs and expenses of grounding Lessee's equipment will be paid by Lessee.

(d) Security. Lessor shall have no responsibility to provide security for the Electronic Site noting however that the Lessor has installed a locked gate at the access road leading to the entrance of the Electronic Site. Lessee intends to provide security fencing surrounding the Electronic Site which shall include a lockable gate that shall have two access locks, one for the Lessor and one for the Lessee. Notwithstanding the foregoing, Lessor will have no liability for any act of the Lessee or other person for any act (whether or not negligent or willful) which causes damage to the Electronic Site or any equipment or person therein, irrespective of the failure of any security system or absence of any security system.

7. Use of Electronic Site by Lessee.

(a) Lessee's use of the Electronic Site is limited to the operation of its unmanned radio transmitting and receiving equipment, on the frequencies, and with the powers, and limited to the scope, set forth on Exhibit B, which is attached hereto and incorporated herein by this reference.

(b) Lessee will not use the Electronic Site for storage, shop space, office, or any other purpose aside from the specific purposes described in the preceding Paragraph (a), it being specifically understood that the Electronic Site is constructed and operated as an unmanned radio transmission site. Lessee will not install or attempt to use additional equipment or devices of any character whatsoever in the Electronic Site unless and until it shall have obtained the prior written approval of Lessor to an amended Equipment Layout Plan.

8. Access to Electronic Site.

(a) Lessee will have the right, through its engineers, technicians and employees, to obtain access to the Electronic Site and its facility/equipment at all reasonable times for the purpose of normal, recurring maintenance duties, for extraordinary repair and emergency purposes, and for the installation and removal of equipment in accordance with this Lease Agreement. Lessee will provide Lessor with a key to the locked gate at the entrance to the Electronic Site. Lessee represents and warrants that personnel acting for Lessee or on its behalf will have skills, knowledge and training commensurate with those prevailing in the industry, including knowledge of the possible effects of radio frequency radiation and energy and the hazards of lightning and high voltage electricity. Lessee further warrants that all such personnel for whom it obtains access to the Electronic Site are covered by both worker compensation and other insurance sufficient to cover any hazard, risk or injury which may be attendant to, or occur by reason of or as a proximate cause of, those personnel being at or upon the Electronic Site.

(b) Lessee will perform its repair, maintenance and other work at the Electronic Site in a manner so as to prevent any damage or injury to property maintained by Lessor or Lessee or other persons in or about the Electronic Site or to any persons in the Electronic Site or areas nearby. Lessee will restrict repair work to periods of time least disruptive to the Lessor.

(c) Lessee will not place locking devices or otherwise prevent access by Lessor to Lessee's Electronic Site without the previous written consent of Lessor; and in that event Lessee will furnish the keys or other means to permit Lessor to enter the site. However, Lessor will not,

except in emergency situations which could result in immediate danger or harm to life or property, or which by the terms of any insurance carried by Lessor or order of any governmental authority would require immediate action on the part of Lessor, enter into the Electronic Site in which Lessee maintains its equipment without first notifying Lessee of its intent to enter, and affording Lessee the opportunity to accompany Lessor's representatives. Lessor agrees to make reasonable attempts to advise Lessee by telephone or comparable means of any such emergency situation or immediate action so that Lessee's representative can be present if possible.

9. Governmental Regulations. Lessee agrees that it will comply at its own cost and expense with the terms of any federal, state, or local law, rule or regulation, including but not limited to those of the Federal Communications Commission, and those laws, rules and regulations requiring adherence to radio frequency radiation and energy limitations and safety standards, applicable to Lessee, or to Lessee's use of its equipment and the Electronic Site

10. Repair and Maintenance of Lessee's Equipment. Lessee will keep all of its Equipment in good working order, condition and repair, in a safe and operative condition, at Lessee's sole cost and expense, all in accordance with good engineering practices, taking into consideration and implementing all reasonable precautions to avoid interference or hindrance to and with the operations of all other electronic operations, and in a manner so as to avoid and preclude any (i) objectionable interference, (ii) hazardous radiation, (iii) any emission or contamination by any hazardous substance or any other dangerous chemical or substance in or about the Electronic Site, (iv) the creation of any hazard of fire, electrical shock, dangerous emissions or contamination, or other similar hazard or calamity, or (v) the creation of any other hazardous condition or risk which could result in material damage to any person or property in or about the Electronic Site.

11. Prevention of Objectionable Interference. "Objectionable Interference" means any interference produced by a Electronic Site user which originates at or by reason of the use of the Electronic Site by the user, and which (i) is determined by an authorized representative of the Federal Communications Commission to be objectionable interference, (ii) is objectionable interference within the meaning of the rules and regulations of the Federal Communications Commission as in effect from time to time, or (iii) otherwise causes a material impairment of the signals transmitted or received by a user of the Electronic Site within the Facility's service area as such area is or may be defined by the Federal Communications Commission. Lessee will install and operate its Equipment so as not to cause any Objectionable Interference to the Lessor. Lessee will cooperate fully with the Lessor in preventing interference among equipment employed by any of those persons at the Electronic Site. Lessee will install at Lessee's sole cost and expense suitable interference protection devices before equipment operation begins or as may become necessary thereafter because of Lessee's operations.

In all events, the determination of Objectionable Interference, the resolution of disputes and other matters relating to interference will be determined in accordance with and subject to rules, regulations and decisions of the Federal Communications Commission then applicable, and applicable local, state and federal government rules and regulations.

12. Lessee's Risk of Loss or Injury.

(a) Lessee assumes all risk of damage or loss to its property or equipment at the Electronic Site and that risk will be and remain exclusively Lessee's responsibility and not that of Lessor.

(b) Lessor undertakes only to exercise reasonable care in the management of the Electronic Site and Lessor will not be liable on this account to Lessee for any event except for any act or omission caused by the negligence, gross negligence or willful misconduct of Lessor. Lessor further agrees to observe its obligations under and will be liable to Lessee for damages provided by law for any material breach of these obligations. Notwithstanding anything else in this Agreement to the contrary, in no event will Lessor be liable to any of the persons described in the preceding sentence for consequential damages under any circumstances, and Lessee, for itself and for all other persons for whom it may make such a waiver, hereby expressly waives all such claims.

(c) Lessee represents and warrants that it or its representatives are knowledgeable in matters of electrical engineering and related fields, and have evaluated fully the suitability of the Electronic Site for Lessee's purposes. Lessee acknowledges that its determination to enter into this Agreement is based solely upon its own investigation and inspection of the Electronic Site and not in reliance upon any representation of Lessor as to any feature, specification or aspect of the Electronic Site, except as specifically described in this Agreement.

13. Insurance. Lessee will obtain, pay all premiums for and maintain in full force and effect during the Term of this Agreement comprehensive public liability insurance, whether by primary or excess loss or blanket coverage covering all of Lessee's operations and activities on or about the Electronic Site and the access road, including but not limited to the operation of vehicles and equipment, with aggregate limitations at least equivalent to Leasee's maximum liability under the New Mexico Tort Claims Act. Lessee shall cause all of its contractors installing its equipment and making repairs or changes to the equipment to procure public liability and property damage insurance complying with this Section; and Lessee further shall require of its contractors that they maintain worker's compensation insurance. Lessee will give Lessor such evidence of insurance coverage as Lessor may require from time to time. No provision of this Lease modifies or waives any sovereign immunity or limitation of liability enjoyed by the Lessee or it public employees at common law or under the New Mexico Tort Claims Act.

14. Radio Frequency Radiation Considerations. Lessee recognizes and acknowledges that radio frequency radiation ("RF Hazards") as they may affect humans and all other forms of life are of concern and are specifically regulated by the Federal Communications Commission and may be subject from time to time to other rules and regulations ("RF Standards"). Lessee further acknowledges that RF Hazards will be measured and considered under RF Standards in the aggregate of the combined radio frequency densities of all users of the Electronic Site, and that this combined aggregate power density must be considered for assessment of compliance with applicable RF Standards. Accordingly, in order to assure that the Electronic Site complies with applicable RF Standards after consideration of Lessee's and all other transmissions of radio frequency energy from or to the Electronic Site, Lessee hereby agrees:

(a) To design, install and operate its Equipment in such a manner that Lessee's use of the Electronic Site, in concert with all other users of the Electronic Site, will at all times comply with all applicable RF Standards;

(b) To provide Lessor with a complete copy of Lessee's FCC filings, permits, and any other documents related thereto.

(c) That measurements of radio frequency power densities present on the site or surrounding land or in order to assure compliance with RF Standards by government agencies, including but not limited to the Federal Communications Commission and the Environmental Protection Agency and the Environment Department of the State of New Mexico shall be conducted at the expense of the Lessee; and

(d) Should such measurements be required by Lessee or under any law, rule or regulation, the measurements will be carefully conducted and results certified by a registered professional engineer (electrical, State of New Mexico) or any other qualified person authorized by Lessee, the cost of the measurement to be paid by Lessee.

15. Use of Road. Lessee will have the nonexclusive right to use the access road for access, ingress and egress to the Electronic Site only.

16. Certain Obligations of Lessor. Lessor will not be liable to Lessee for any consequential damages of any kind, or by reason of inconvenience, annoyance, or injury to the Electronic Site, or activities conducted by Lessee from the Electronic Site, arising from the necessary repairing or maintenance of any portion thereof, whether due to casualty, fire, normal maintenance requirements or otherwise, or from the making of any alteration or improvements in or to any portion of the Electronic Site or its equipment.

17. Termination of Communications Use Lease. This Agreement will terminate at Lessor's demand given written 90 day notice to the Lessee. Lessee will immediately remove its Equipment and otherwise act in accordance with the provisions of this Agreement ordinarily applicable to termination of this Agreement. Lessor shall, at the time of notice of termination, refund to Lessee a pro-rata share of the lease paid for the property in order to effectively terminate the lease. Failure to refund the pro-rata portion of the lease payment at the time of notice of termination shall be a fatal flaw to the notice, and the notice will have no effect. Lessor will have no further liability or obligation under this Agreement from and after the effective date of such termination.

18. Destruction of Electronic Site. If the Electronic Site, or any part thereof, shall at any time during the term of this Agreement be destroyed by fire, wind or other casualty, Lessee will with all reasonable speed, but subject to the receipt of insurance proceeds and other limitations set forth in this Agreement, cause the Electronic Site to be restored to the same condition as existed immediately prior to the damage. Lessee will bear the expense of replacing its equipment, fixtures and appurtenances, or any part thereof, arising as a result of or caused by virtue of the damage, destruction, repairing or reconstruction of the Electronic Site, and in all event shall carry sufficient insurance on its own property to cover the expense of any new installation required.

19. Certain Duties of Lessee Upon Termination of This Agreement. At the end of the Term of this Agreement, or upon the earlier termination of this Agreement, or upon the termination of any extensions or renewals of this Agreement, and provided that Lessee is not in default under the provisions of this Agreement, Lessee will within a reasonable time remove from the Electronic Site any and all Equipment and other property placed in or about the Electronic Site by Lessee. To the extent that this removal causes any damage or change to the Electronic Site, the Lessee will repair the damage and correct any change at its sole cost and expense. If the Lessee continues to maintain its Equipment in the Electronic Site or otherwise conducts any activity in or from the Electronic Site, this will in no event be construed to be a renewal of this Lease Agreement.

20. Default. The following events will be events of default by the Lessee under this Agreement:

(a) Lessee fails to pay any installment of the rent or any other sum due to Lessor from Lessee on the date that the same is due, and that failure continues for a period of sixty (60) days thereafter;

(b) Lessee fails to comply with any term, condition or covenant of this Lease, other than the payment of money, and does not cure that failure within thirty (30) days after written notice thereof to Lessee, or there is a material failure of any of Lessee's warranties or representations;

21. Remedies Upon Lessee's Default. Upon the occurrence of any of the events of default, Lessor will have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever:

(a) Lessor may terminate this Agreement. In that event, Lessor may remove Lessee's Equipment from the Electronic Site without prejudice to any other remedy which it may have for arrearages in Rents and other amounts owed by Lessee, unless Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of the termination of this Agreement;

(b) Lessor may pursue any one or more other rights available to Lessor under applicable law.

(c) All payments required to be made by Lessee will be payable to Lessor at Lessor's address set forth below. Any notice or document required or permitted to be delivered under the terms of this Agreement will be deemed to be delivered when personally delivered or (whether or not actually received) when deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at the addresses set forth below.

If to Lessor:

LAC Minerals USA, LLC, Inc.
Attention: Desiree Simmons
582 County Road 55
Cerrillos, NM 98010

If to Lessee:

Stan Holden
Fire Chief
Santa Fe County Fire Department
35 Camino Justicia
Santa Fe, NM 87508

Any party may change its address by giving notice in the prescribed fashion to all of the other parties hereto.

(d) Lessee and Lessor will execute, acknowledge as appropriate and deliver to the other any document or instrument reasonably necessary to effectuate or carry out the provisions of this Agreement promptly upon request therefor.

(e) Nothing contained in this Agreement will be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the parties, and it is understood and agreed that neither the method of computation of rent nor any other provision contained in this Agreement nor any acts of the parties, will be deemed to create any relationship other than the relationship of Lessor and lessee.

(f) This Lease Agreement will be interpreted according to the substantive laws of the State of New Mexico. If a dispute arises under the terms of this Agreement or with respect to the subject matter hereof, suit shall be brought, if at all, in the courts of general jurisdiction, federal or state, for Santa Fe, New Mexico.

(g) IT IS EXPRESSLY AGREED BY LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS AGREEMENT, THAT THIS LEASE AGREEMENT, WITH ANY SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS AGREEMENT OR THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS ATTACHED TO OR INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SUPERSEDES ALL PRIOR NEGOTIATIONS AND AGREEMENTS, WRITTEN OR ORAL, PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THERE WILL BE NO MODIFICATION OF THIS AGREEMENT EXCEPT BY A SUBSEQUENT WRITTEN INSTRUMENT EXECUTED BY THE PARTIES HERETO. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES BY LESSOR OF MERCHANTABILITY, USE, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS AGREEMENT AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE WHICH MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT.

IN WITNESS WHEREOF this Agreement is executed as of the date stated in Exhibit A attached hereto and made a part hereof.

LAC MINERALS USA, LLC, ~~INC.~~, a Delaware ~~New Mexico~~ Corporation,
LESSOR

By: _____
Regional Land Manager, North America

SANTA FE COUNTY

LESSEE

By: _____
Chair, Santa Fe County Commission

SANTA FE COUNTY FIRE DEPARTMENT
Department Approval

By: _____
Stan Holden, County Fire Chief

APPROVED AS TO FORM

By: _____ 10-18-10
Stephen C. Ross, County Attorney

ATTEST:

SANTA FE COUNTY CLERK

By: _____
Valerie Espinoza, County Clerk

EXHIBIT A
TO
ELECTRONIC SITE LEASE AGREEMENT

Lessee: Santa Fe County
35 Camino Justicia
Santa Fe, New Mexico 87508
Telephone: (505) 992-3070

Date of Lease: September 1, 2010

Description of Equipment:

Santa Fe County Fire Department
(3) 150 MHz Repeaters
(1) Tower
(1) Communication Building (20 ft x 15 ft)

Description of Electronic Site
An area approximately 40 feet by 40 feet approximately 150 from Goldmine Road
Site to be located at the following longitude/latitude as further specified by Lessor:
N 35°, 20', 34.8"
W 106°, 07', 25.7"

Base Monthly Rent and Charges (as subject to change in accordance with Lease):
$2,750.00 per year

Term:

Five years: commencement date of September 1, 2010, and ending August 31, 2015 (subject to renewal as described in Lease).

EXHIBIT B
TO
ELECTRONIC SITE LEASE AGREEMENT

Santa Fe County Five Department
(3) 150 MHz Repeater

Listing of Federal Communications Commission approved frequencies

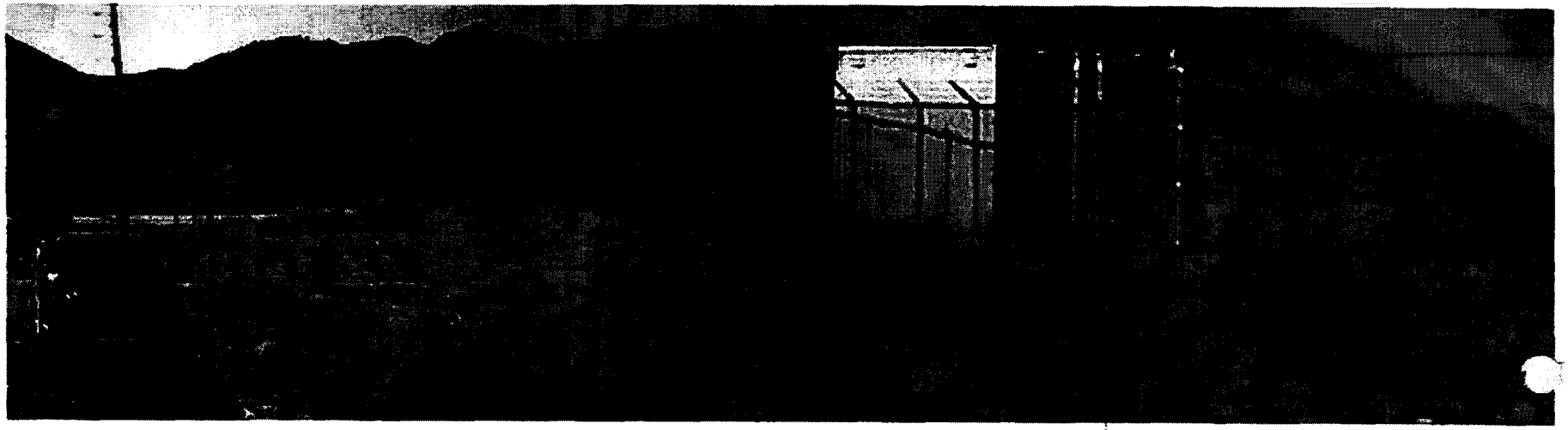
Use	*Transmit*	*Receive*	
Santa Fe County Fire	*158.970*	*154.415*	
Santa Fe County Fire	*154.415*	*158.970*	
Santa Fe County Fire	*154.650*	*155.430*	

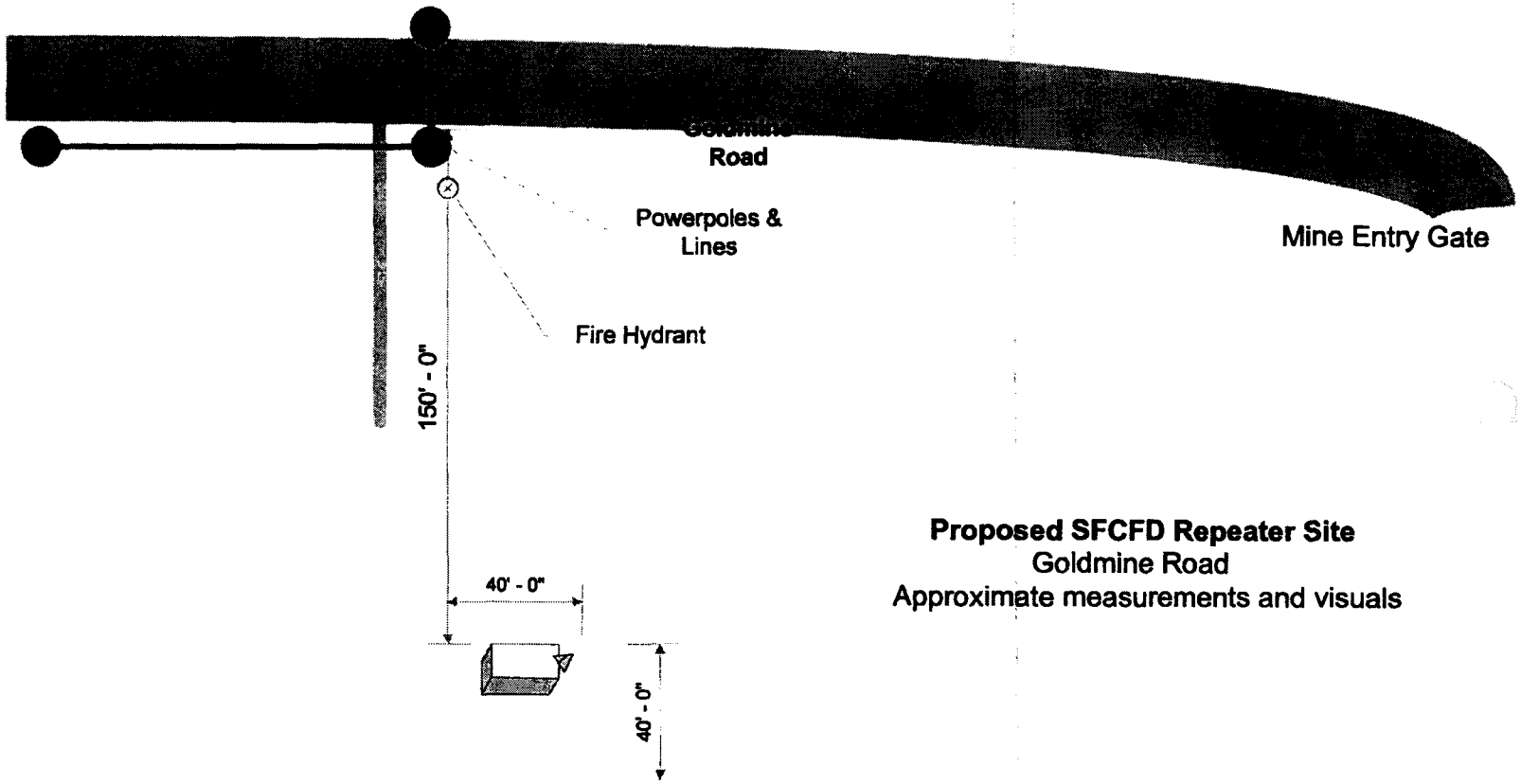
Attach proposed site map here as Exhibit B

EXHIBIT B
TO
ELECTRONIC SITE LEASE AGREEMENT

Santa Fe County Five Department
(3) 150 MHz Repeater

Listing of Federal Communications Commission approved frequencies





Proposed SFCFD Repeater Site
Goldmine Road
Approximate measurements and visuals