

Appendix A
Programmatic Agreement

**PROGRAMMATIC AGREEMENT
AMONG
THE DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT TUSCARORA FIELD OFFICE,
THE NEVADA STATE HISTORIC PRESERVATION OFFICER,
ADVISORY COUNCIL ON HISTORIC PRESERVATION
AND
RODEO CREEK GOLD, INC.
REGARDING THE HOLLISTER UNDERGROUND MINE PROJECT**

WHEREAS, Rodeo Creek Gold, Inc. (“Operator”) currently operates the Hollister Development Block Underground Exploration Project on unpatented mining claims located on public lands in Elko County, Nevada, and has submitted a proposed plan of operations (PoO) titled the Hollister Underground Mine Project, which would consist of (1) developing the currently permitted underground bulk sampling and underground exploration project into a full scale underground mine, and (2) combining certain notice-level surface exploration activities into a single plan of operations (collectively, the “Project”); and

WHEREAS, the BLM has determined that the Project is an undertaking as defined in the National Historic Preservation Act (NHPA) because it involves public lands and federal permits; and

WHEREAS, the BLM has consulted with the SHPO pursuant to Part 1, Section II.A.3 & 4 and Part 1, Section II.B.2 of the State Protocol Agreement dated February 3, 2012, between the Nevada State Office of the BLM, and the SHPO (Protocol), and the BLM has determined that the mining and mineral exploration activities associated with the Project shall have adverse effects on properties eligible for the National Register of Historic Places (NRHP) including portions of the Tosawihl Quarries Archaeological District (District) and properties of traditional religious and cultural importance to Tribes that are eligible for the NRHP (herein referred to as Traditional Cultural Properties or TCPs); and

WHEREAS, the ACHP has been invited to participate in consultation and has chosen to participate pursuant to 36 CFR 800.6(a)(1)(iii) and is a Signatory to this Agreement; and

WHEREAS, the BLM, the SHPO, and the ACHP are collectively referred to herein as the “Signatory Parties”; and

WHEREAS, the BLM has consulted with the SHPO, the ACHP, and the other Consulting Parties to create this Agreement pursuant to 36 CFR 800.6 and 800.14(b) of the ACHP’s regulations implementing Section 106 of the NHPA, 16 USC 470f; and

WHEREAS, the Operator has participated in the development of, and will be an Invited Signatory to this Agreement; and

WHEREAS, Section 106 consultation with Tribal Governments and interested Western Shoshone organizations and groups in relation to earlier mining and mineral exploration in the Project area has been ongoing since 1988; and

WHEREAS, Section 106 consultation with Tribal Governments and interested Western Shoshone organizations and groups about the Project began on July 30, 2009, with letters to the Te-Moak Tribe of Western Shoshone Indians and its constituent bands, the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, the Ely Shoshone Tribe, the Yomba Shoshone Tribe, the Confederated Tribes of the

Goshute Reservation, the Western Shoshone Committee of Duck Valley, and the Duckwater Shoshone Tribe, informing them about the Project, opening dialogue about issues of traditional religious and cultural significance, and collaborating on management considerations in relation to specific items of significance; and

WHEREAS, the governments of the Te-Moak Tribe of Western Shoshone Indians, the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, the Ely Shoshone Tribe, the Yomba Shoshone Tribe, the Confederated Tribes of the Goshute Reservation, the Western Shoshone Committee of Duck Valley, and the Duckwater Shoshone Tribe have been invited to participate in Consultation and each have been invited to be a Concurring Party to this Agreement; and

WHEREAS, the BLM, in consultation with SHPO, has designated two Areas of Potential Effect (the APEs) as more fully described in Stipulation B, and depicted in Appendix B; and

WHEREAS, Operator's PoO under 43 CFR 3809.11 are to conduct surface mineral exploration and extraction activities within the APEs that are multi-year in scope; and

WHEREAS, in accordance with the requirements of Section 106 of the NHPA (Section 106), the Signatory Parties are entering into this Agreement because the effects of the Project on historic properties cannot be fully determined prior to the approval of the undertaking; and

WHEREAS, this Agreement is intended to cover all aspects of compliance with Section 106 associated with the Project; and

WHEREAS, the BLM has elected to use and coordinate the National Environmental Policy Act commenting process as part of the public involvement process for Section 106 of the NHPA, as provided for in 36 CFR 800.2(d)(3); and

WHEREAS, the public has been informed about the Project through a Federal Register Notice dated April 19, 2010, (75 FR 20379) for the EIS scoping and June 1, 2012 (77 FR13356) for the public comment period on the Draft EIS; and through scoping meetings conducted on May 10, 2010, in Winnemucca; May 11, 2010, in Battle Mountain; May 12, 2010, in Elko; May 13, 2010, in Mountain City; and May 20, 2010, in Owyhee; and meetings on the Draft EIS on June 26, 2012, in Battle Mountain; June 27, 2012 in Elko; and July 11, 2012, in Owyhee;

WHEREAS, the BLM, the SHPO and the ACHP are Signatories to that certain Memorandum of Agreement (Ivanhoe MOA) effective October 5, 1988, with Galactic Services, Inc. regarding treatment of Historic Properties for the Ivanhoe Mine Project, a previous open-pit mining operation within the APEs; and

WHEREAS, Galactic Services, Inc. is no longer conducting operations within the APEs and Operator is the indirect successor in interest to certain unpatented mining claims and facilities from these previous operations, and the BLM, the SHPO and the ACHP wish to terminate the Ivanhoe MOA and Signatory Parties desire to enter into this Agreement; and

NOW, THEREFORE, the BLM, the SHPO, the ACHP, and Operator agree that the Project shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on Historic Properties.

Capitalized terms used herein and not defined herein have the meanings given to them in 36 CFR 800.16, the Protocol, or in the definitions set forth in Appendix A.

STIPULATIONS

The BLM shall ensure that the following measures are carried out:

A. PURPOSE AND INTENT

This PROGRAMMATIC AGREEMENT (Agreement), is by and among the Tuscarora Field Office of the Bureau of Land Management (BLM), the Advisory Council on Historic Preservation (ACHP), the Nevada State Historic Preservation Office (SHPO) and Rodeo Creek Gold, Inc. (Operator). The purpose of this Agreement is to take historic properties into account regarding compliance with Section 106 for the Project proposed and developed by Operator. This Agreement defines general and specific measures that will be undertaken by the BLM, the SHPO, and Operator to ensure that the BLM's objectives and responsibilities under the NHPA will be fulfilled.

B. AREAS OF POTENTIAL EFFECTS

The Areas of Potential Effect (APEs) were established by the BLM, in consultation with the SHPO, to include all lands that may be directly, indirectly, or cumulatively affected by the Project. The two designated APEs for the Project, as more fully described in Appendix B, are for mining activities and facilities (Mining APE) and for surface exploration (Exploration APE). The Mining APE is defined as the lands for which the Project proposes surface disturbance for mining operations and ancillary facilities associated with the transition of the Hollister Development Block Project to the Hollister Underground Mine Project. The Exploration APE includes areas within which Operator may propose surface exploration activities. Within the Exploration APE, the BLM will designate exploration-specific APEs in response to Operator exploration proposals. The BLM, in consultation with the SHPO, the ACHP, Tribal Governments, Consulting Parties and Operator, may amend the APEs as needed through an amendment to this Agreement.

C. ROLES AND RESPONSIBILITIES

1. The BLM Roles and Responsibilities.

- a. The BLM shall ensure that measures within this Agreement are carried out. This includes but is not limited to: ensuring that all Consulting Parties carry out their responsibilities; participating in ongoing Section 106 consultation; overseeing all Section 106 and other Cultural Resources work; assembling all submissions to the SHPO and to other Consulting Parties – including reports, determinations of Eligibility, and treatment or data recovery plans; and for seeking the SHPO concurrence with all agency compliance decisions. Any submissions to the SHPO or Consulting Parties not from the BLM will be considered as informational only and will not trigger any compliance timelines or actions.
- b. The BLM Manager will be the point of contact for BLM's review of reports, and collating responses to products required to implement this Agreement, including but not limited to: inventory reports, determinations of Eligibility, treatment options and plans, determinations of effects, monitoring reports, treatment or data recovery reports, etc.
- c. The BLM shall ensure that Cultural Resources work conducted pursuant to this Agreement is carried out by, or under the direct supervision of, Contractors.

2. **The ACHP Roles and Responsibilities.**

The ACHP shall provide their expertise and advice for compliance with and implementation of the Agreement, and participate in dispute resolution about this Agreement and mitigation designed to address adverse effects to Historic Properties (as discussed in Section F).

3. **Operator Roles and Responsibilities.**

- a. Operator will appoint a point of contact for the Project and provide the BLM with any information reasonably necessary for the BLM to implement this Agreement.
- b. Operator, in cooperation with the BLM and the SHPO, shall ensure that all Operator Project personnel and contractors have received specific Cultural Resources training (as specified in D.10.b), which includes direction not to engage in the collection of Cultural Resources or items of archaeological interest. Operator shall cooperate with the BLM to prevent violations of the Archaeological Resources Protection Act (ARPA; 16 U.S.C. 470aa-mm).
- c. Operator shall bear the reasonable expense of Contractors and Tribal Monitors (should they request payment) to perform Section 106 compliance under this Agreement, including inventory, identification, evaluation, monitoring, and mitigation of Project-related adverse effects to Historic Properties within the APE. Such costs may include, as appropriate and shall not be limited to: pre-field planning, fieldwork, post-fieldwork analysis, research, interim and summary report preparation, and artifact and records storage (curation). If Operator withdraws its request for Authorizations to Proceed (ATP), then Operator shall not be required to incur further expense for identification, evaluation or treatment for any Cultural Resources except for completing work (fieldwork and post-fieldwork activities including production of reports covering the description and analysis of all data collected up to that point, and curation of project materials) that is ongoing as of the date of withdrawal or disapproval, or work required in connection with reclamation for the activities subject to the withdrawn ATP.

D. PROCESS

- 1. **Initiation.** The BLM has identified interested persons and Tribal Governments pursuant to the Protocol, the NHPA, and the NEPA scoping process and has involved, and will consult with them throughout the Project.
- 2. **Identification.** Operator shall provide for a qualified Contractor (as specified in C.1.c and Appendix A) to perform the identification efforts in this Agreement. Areas of proposed surface disturbance in the applicable APEs shall be inventoried at the Class III level. Class III inventories shall be conducted in accordance with the following:
 - a. Record searches will be conducted to identify Historic Properties within the applicable APE which could be directly, indirectly, or cumulatively affected by the Project (The distinction between Cultural Resources and Historic Properties is

clarified in Appendix A). BLM will evaluate whether Historic Properties identified in Class III inventories that are ten years old or older should be revisited to relocate such resources and re-evaluate condition and Eligibility determinations, and obtain relevant information necessary for avoidance, treatment or other mitigation.

- b. All newly identified Cultural Resources or updated site records within the APE will be recorded in accordance with the Protocol. Sites within the District are referred to as Loci.
 - c. Artifacts only will be collected when authorized by the BLM.
 - d. Cultural resources extending outside the survey area will be recorded to the extent necessary for Eligibility determinations.
 - e. Linear Sites will be recorded in accordance with the Protocol. Linear Sites will be recorded outside of the survey area only to the extent necessary to determine Eligibility.
 - f. The BLM shall consult with BLM – identified Tribal Governments, tribal groups, and interested persons within the tribal communities of interest to identify TCPs or properties of traditional religious and cultural significance.
3. **Evaluation.** The BLM, in consultation with the SHPO, Tribal Governments, and other Consulting Parties shall evaluate all Cultural Resources (including TCPs) identified within the applicable APEs for Eligibility to the NRHP (utilizing criteria found in 36 CFR 60.4) as inventories and revisits are completed.
- a. The BLM shall require the Contractor conducting the Class III inventory to make initial recommendations regarding Eligibility, but determinations of Eligibility will be made by the BLM in consultation with the SHPO, taking into consideration the views of the Consulting Parties.
 - b. The BLM shall apply the NRHP criteria to properties proposed as TCPs in consultation with Tribal Governments and other Consulting Parties, and with the SHPO's concurrence determine whether such properties are eligible.
 - c. If proposed surface disturbance is within a previously defined Historic or Archaeological District, all identified Historic Properties (also known as Loci) in the applicable APE that are located within that District will be evaluated and classified as either contributing or noncontributing to the Eligibility of the District.
 - d. The BLM, in consultation with the SHPO and Tribal Governments, may authorize an evaluation plan under an ARPA permit (which may involve minor excavation, archaeological probes or tests). In developing a subsurface evaluation plan, the BLM shall ensure that any testing is limited to defining the nature, density, and distribution of Cultural Resource materials in order to provide the minimum data necessary to make final evaluations of Eligibility and to devise appropriate treatment options.
 - e. The BLM shall ensure that Cultural Resources identified within the applicable APE are evaluated for Eligibility prior to initiation of activities that may have an Adverse Effect on such resources.

- f. The BLM will inform Operator of Eligibility determinations within 20 days of such determination.
4. **Effects and Treatment.** Where Historic Properties have been identified within the APEs, the BLM shall ensure that the following procedures are followed in determining effects on Historic Properties and Traditional Cultural Properties and treatment of direct, indirect, cumulative Adverse Effects, if any.
- a. Determination of Effects
 - 1. The BLM shall determine the precise nature of the anticipated effects of the Project, or a proposed component of the Project, on Historic Properties within the APE.
 - 2. If the BLM finds that the Project, or a proposed component of the Project, will not have any effect on Historic Properties, the BLM may issue an ATP in accordance with Stipulation D.6.
 - 3. If the BLM finds, in consultation with the SHPO, Tribal Governments, and Consulting Parties that the Project, or a proposed component of the Project, may have an effect on Historic Properties, the BLM will then determine whether the effect could be Adverse;
 - 4. If the BLM finds, in consultation with the SHPO, Tribal Governments, and Consulting Parties that the Project, or a proposed component of the Project, may have an Adverse Effect, the BLM will comply with Stipulation D.4.b.
 - b. Avoidance. The BLM, in consultation with the SHPO, Tribal Governments, and Consulting Parties, as appropriate, shall ensure that Operator avoids Adverse Effects to Historic Properties through project design or redesign, relocation of facilities, or by other means in a manner (as specified in Appendix E) consistent with this Agreement or applicable law. If avoidance is not reasonably practicable then treatment will be implemented as specified in Stipulation D.4.c.
 - c. Treatment Plans and Other Mitigation. When avoidance is not reasonably practicable, the BLM, in consultation with the SHPO, Operator, Tribal Governments, and Consulting Parties as appropriate, shall review and approve a treatment plan developed and implemented by Operator's Contractor(s). The treatment plan shall be delivered to BLM within 30 days of Operators notification to the Contractor. The treatment plan shall be designed to minimize and/or mitigate project-related effects to Historic Properties. For properties eligible to the NRHP under criteria (a) through (c) (36 CFR 60.4), mitigation, other than data recovery through archaeological excavation, shall be considered (e.g., further documentation, oral history, historic markers, exhibits, interpretive materials, etc.). Mitigation of Historic Properties eligible under criterion (d) may involve archaeological excavation utilizing a Treatment Plan that has been reviewed and approved by the BLM and the SHPO in consultation with Tribes and the public where appropriate. BLM shall use the input from Consulting Parties to inform decisions on mitigation measures. Efforts shall be made to involve the public and/or make interpretive information available to the public.

5. **Monitoring.** Monitoring of Historic Properties and Project activities shall be in accordance with the Monitoring Plan set forth in Appendix D.

6. **Authorizations to Proceed (ATP).** An ATP will be issued by the Tuscarora Field Office BLM Manager to Operator for authorized Project activities that would potentially affect Historic Properties:

- a. For Mining and Exploration Activities. Operator's request for an ATP shall include maps of the areas to be released or authorized (ATP Area) to be provided to the BLM. BLM may issue an ATP within 2 business days once any of the following conditions are met:
- (1) no Historic Properties exist in the ATP Area; or
 - (2) Historic Properties at risk of adverse effect due to Project activities within the ATP Area have undergone treatment and the fieldwork summary report have been approved by the BLM and the SHPO in consultation with consulting parties, and BLM has received Operator's letter guaranteeing the funding to complete the remaining post-fieldwork analysis, report and curation, and/or mitigation; or
 - (3) the untreated Historic Properties can be monitored and avoided in accordance with Appendix D, (See Appendix A for definition of Avoidance). The default avoidance buffer zone will be at least 30 meters, but BLM may, on a case-by-case basis agree to a smaller avoidance zone.

BLM will attach to the ATP a list and map of Historic Properties within the ATP Area and whether they must be avoided, or, if archaeological sites, are no longer of archaeological interest as defined in ARPA.

- b. For Exploration. On or before April 15th of each year, Operator will submit to BLM an Annual Exploration Proposal that includes maps of the proposed drill holes and access routes for that year's field season; and will have a Contractor review the map and prepare:
- (1) a list of all existing Class III inventories for the indicated drill holes, if any; and
 - (2) a Fieldwork Authorization request for areas not covered by a Class III inventory and areas for which a Class III inventory is older than 10 years.

Operator shall then submit the map and Cultural Resources review, along with a description of proposed activities (Annual Exploration Proposal), to the BLM for review. Within 10 working days of receipt of the Annual Exploration Proposal, the BLM will review it and notify Operator whether BLM requires more information prior to scheduling site visits. Operator and the BLM will coordinate to schedule site visits in time to begin exploration no later than June 1st. The BLM will supply a file copy of the approved Annual Exploration Proposal to SHPO.

A BLM archaeologist will perform a site visit with an Operator representative, Operator's Contractor, and a designated Tribal Monitor, following the protocols in Appendix D.

BLM will attach to the ATP a list and map of Historic Properties within the ATP Area and whether they must be avoided, or are no longer, if archaeological sites, of archaeological interest as defined in ARPA.

7. **Records and Curation.** The BLM shall ensure that all records and materials authorized for collection and associated documentation developed as part of an approved Treatment Plan are curated in accordance with 36 CFR 79 in a BLM-approved facility in Nevada and that all materials collected by a Contractor will be maintained in accordance with 36 CFR 79 until the final treatment reports are complete and collections are curated. If materials are collected on private lands, BLM shall ensure that all such material to be returned to their owners will be maintained in accordance with 36 CFR 79 until analysis is complete and the materials are returned. The BLM shall ensure that all such reports conform to contemporary professional standards, the Protocol, and the Department of Interior's Formal Standards for Final Reports of Data Recovery Programs (48 FR 44716-44740).
8. **Discovery Situations.** Within 60 days of the Effective Date, Operator shall provide the BLM with a list of authorized persons empowered to halt activities in a discovery situation and who will be responsible for notifying the BLM of any discoveries. Operator shall notify BLM of any changes to the list as such changes occur, and shall at a minimum provide an updated list once each year when submitting the Annual Exploration Proposal. At least one of these authorized persons will be present during all Operator ground disturbing activities. Cultural Resources, not previously identified, which are discovered while conducting Project activities shall be handled as described in Appendix C (Discovery Plan).
9. **Reporting.** The BLM shall ensure that all final reports resulting from actions pursuant to this Agreement will be provided to the SHPO, Tribal Governments, and Consulting Parties. Final reports will be submitted in both hard (printed) and electronic (digital) copies. Sensitive information shall be redacted in reports provided to Tribal Governments and Consulting Parties unless a data sharing agreement has been approved with the BLM.
10. **Project Operations; Training.**
 - a. The requirements under Stipulation D.8 regarding discoveries, and under Stipulation D.6.b regarding exploration drilling protocols, will be included in relevant construction, operations, and exploration plans. Operator will brief all Operator field personnel and any Operator Contractor regarding these requirements.
 - b. All personnel (including contractors; new, added, or replaced personnel, etc.) involved in construction, operation, and maintenance of the Project will be instructed (to a degree appropriate to their involvement in the Project) by Operator and its Consultants, on site Avoidance and protection measures, including information on the statutes protecting Cultural Resources and Traditional Cultural Properties as part of its environmental training program prior to being authorized to work in the Project Area. At a minimum, all employees shall receive written information sheet(s) that discuss the importance of Cultural Resources, Traditional Cultural Properties, and archaeological laws including penalties for violation. Operator will be responsible for developing its training program and the BLM and/or the SHPO, at their own option, may provide suggestions to Operator on its content and observe the training program.

11. Information Sharing and Confidentiality

- a. The BLM shall ensure the security of confidential information provided by Tribes or Consulting Parties.
- b. The BLM will provide Operator a copy of locational information for Historic Properties and Traditional Cultural Properties within the APEs, and updates of this information.
- c. Operator agrees to maintain the confidentiality of any locational or other Cultural Resource and Traditional Cultural Property information received under this Agreement, and to design procedures to ensure that such information is only made available to personnel with a need to know this information in order to design project facilities or conduct operations in a manner to avoid effects to Historic Properties, Traditional Cultural Properties, or known archeological resources. Operator shall keep such information in a secure location with access limited to necessary Operator representatives. The Cultural Resource and Traditional Cultural Property information obtained by Operator under this Agreement will not be used for any purpose other than consultation with the BLM and the SHPO or conduct of Operator operations in compliance with this Agreement and applicable laws.
- d. Precise Historic Property location data will be omitted or redacted from reports and site forms provided to Consulting Parties, with whom the BLM does not have a signed information sharing agreement, pursuant to Section 304 of the NHPA that release of such data could jeopardize Historic Properties.
- e. Should the Project or Agreement be terminated, Operator agrees to gather and securely store all confidential information, including electronic files until closure and reclamation is complete and such information is no longer needed, after which Operator shall destroy through shredding or erasure the confidential files and information, and provide written notification to the BLM upon the completion of this task. Operator agrees not to share any such records beyond what is authorized in this Stipulation (D.11) without the written approval of the BLM.

12. Time Frames

- a. Reports and Treatment Plans. The BLM will review and comment on any report submitted by Operator's Contractor(s) within 30 calendar days of receipt. All reports, plans, and other documentation shall be submitted by the Contractor directly to BLM. Once any reports, plans, or other documentation has been approved by the BLM and the SHPO, the final document shall be shared with Operator. Sensitive information shall be shared according to the provisions of Stipulation D.11.
- b. SHPO Consultation. The SHPO shall have 30 calendar days from receipt to review and comment on reports, plans, proposals, or any other documentation forwarded by the BLM, with the exception of discovery situations which shall be handled in accordance with Appendix C.

- c. Consultation with Consulting Parties. The BLM shall consult with Tribal Governments, concurrently with SHPO consultation, about TCPs, Historic Properties, and other concerns potentially affected by the Project. Consultation with Tribal Governments shall be on-going. Additional consultation will take place during Section 106 evaluation, regarding specific alternatives in the Project EIS, as part of monitoring and discovery situations, and for development and implementation of treatment plans. Tribes shall have 30 calendar days from receipt to review and comment on any documentation.

The BLM shall provide Signatories with copies of any comments received during Tribal Consultation with the exception of sensitive or confidential information obtained from Tribal Consultation. The SHPO shall have 10 working days to review the comments.

- d. Failure to Meet Timelines. If any Consulting Party to this Agreement fails to respond to the BLM within 30 calendar days of receipt of a submission, the BLM shall presume concurrence with the BLM's findings as detailed in the submission and proceed accordingly.
- e. Reports. Operator's Contractor shall submit a draft report of any inventory, evaluation, monitoring, treatment, or other mitigation activities to the BLM within three months after the completion of the fieldwork, unless otherwise agreed. Revised reports will be due 60 calendar days after receiving any BLM comments.
- f. Curation. All records, data files, photographs, negatives, maps, field notes, artifacts, catalogs, samples, and reports and other materials collected or developed for any identification, evaluation or treatment activities will be curated in a facility in Nevada approved by the BLM. Operator or their Contractor shall provide proof of curation to the BLM from the curatorial facilities within two weeks of BLM's acceptance of the final report.

E. NATIVE AMERICAN CONSULTATION

1. BLM will continue to consult about this Project with the Indian Tribes and interested parties that it has identified as attaching religious or cultural significance to areas within or near the APEs .
2. The BLM will continue to formally consult with Tribal Governments in accordance with Executive Order 13175 on consultation and Coordination with Indian Tribal Governments, dated November 6, 2000, (65 FR 67249), Memorandum of April 29, 1994, "Government-to-Government Relations with Native American Tribal Governments" 959 FR 22951), and the National Historic Preservation Act (1966, as Amended). Consultation on identification, evaluation, and treatment efforts will be consistent with the BLM Manual 8160 and the BLM Handbook 8160-1, or in accordance with specific agreements with specific Tribes on the conduct of consultation, if any.
3. Information gathered through consultation considered confidential or proprietary by a Tribe or Western Shoshone individuals may be held confidential to the extent allowed by federal law and Stipulation D.11 above.

F. DISPUTE RESOLUTION

1. Should any Signatory or Invited Signatory object, in writing, at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the BLM shall consult for up to 45 days with the objecting party to resolve the concern. If the BLM determines that the concern cannot be resolved, the BLM shall:
 - a. Forward all documentation relevant to the dispute, including the BLM's proposed resolution, to the ACHP. The ACHP shall provide the BLM with its advice on the resolution of the concern within 30 days of receiving adequate documentation. Prior to reaching its final decision on the dispute, the BLM shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, and Invited and other Signatories; and provide them with a copy of this written response. The BLM will then proceed according to its final decision.
 - b. If the ACHP does not provide its advice regarding the dispute within the 30 day time period, the BLM may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the BLM shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories to this Agreement, and provide them and the ACHP with a copy of such written response.
 - c. The State Director of the BLM in Nevada will have the authority to make a final determination for any objection that cannot be resolved after taking any comments from the ACHP into account.
 - d. Objections raised by a Tribe or interested person that has not participated in Consultation or in this Agreement as a Consulting Party or interested party shall be handled pursuant to the provisions of 36 CFR 800.4(d)(1)(ii) and 800.5(c)(2)(i).
 - e. The Signatory and Invited Parties shall continue all actions under this Agreement that are not the subject of the dispute.
2. Should the SHPO and BLM disagree regarding eligibility, the BLM shall seek a formal determination of eligibility from the Keeper of the National Register in accordance with 36 CFR 63.2. The Keeper's determination will be final.
3. Nothing in this Agreement shall waive or otherwise limit any of the Parties' administrative or judicial remedy or right of review available under applicable law or regulations.

G. AMENDMENT

Any Signatory or Invited Signatory to this Agreement may request that this Agreement be amended, whereupon the Signatories and Invited Signatory will consult to consider such amendment. The amendment will be effective on the date a copy signed by all of the Signatories and Invited Signatory is filed with the ACHP.

H. AGREEMENT REPORTING

BLM shall invite Consulting Parties, Signatories, and the Invited Signatories to discuss, at least once a year, the accomplishments, effectiveness, monitoring results, and implementation of the Agreement. The

consultation shall be documented in an Annual Agreement Report prepared by the BLM and shared with Consulting Parties, and may result in Amendment (under Stipulation G).

I. TERM AND TERMINATION

This Agreement shall become effective on the Effective Date, and shall remain in effect for a period of ten years, or until its earlier termination as provided below. If the Project has not been initiated within five years of the Effective Date, this Agreement will automatically terminate.

Any Signatory Party or Invited Signatory to the Agreement may terminate this Agreement by providing 30 calendar days notice to the other Parties, provided that the Parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. If attempts to resolve differences or amend the Agreement fail, the Agreement can be terminated.

In the event that this Agreement is terminated, the BLM will comply with the provisions of the current Protocol and applicable NHPA regulations.

J. NATURE OF OPERATOR CONTRACTUAL OBLIGATIONS.

The contractual obligations of Operator created by this Agreement are enforceable only by the BLM against Operator. This Agreement creates no contractual right or obligation between Operator and any other person or entity, including any other Signatory (other than the BLM), or any Concurring or Consulting Parties, Tribe, or member of the public. Nothing herein shall limit any person's or entity's rights, if any, under the NHPA or the Administrative Procedure Act.

K. TERMINATION OF IVANHOE MOA.

The BLM, the ACHP and the SHPO hereby terminate the Ivanhoe MOA.

EXECUTION and implementation of this Agreement is evidence that the BLM has complied with Section 106 of the NHPA and afforded the ACHP the opportunity to comment on this Project and its effects on Historic Properties, and that the BLM is taking into account the effects of the Project on Historic Properties.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

SIGNATORY PARTIES:

BUREAU OF LAND MANAGEMENT, TUSCARORA FIELD OFFICE MANAGER

By: _____ Date: _____
Richard E. Adams, Field Office Manager

NEVADA STATE HISTORIC PRESERVATION OFFICE

By: _____ Date: _____
Rebecca Palmer, Acting State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ Date: _____
John M. Fowler, Executive Director

INVITED SIGNATORY PARTY:

RODEO CREEK GOLD, INC.

By: _____ Date: _____

Title: _____

CONCURRING PARTIES:

TE-MOAK TRIBE OF WESTERN SHOSHONE INDIANS

By: _____ Date: _____

Title: _____

BATTLE MOUNTAIN BAND

By: _____ Date: _____

Title: _____

SOUTH FORK BAND

By: _____ Date: _____

Title: _____

ELKO BAND

By: _____ Date: _____

Title: _____

WELLS BAND

By: _____ Date: _____

Title: _____

SHOSHONE-PAIUTE TRIBES OF THE DUCK VALLEY INDIAN RESERVATION

By: _____ Date: _____

Title: _____

ELY SHOSHONE TRIBE

By: _____ Date: _____

Title: _____

YOMBA SHOSHONE TRIBE

By: _____ Date: _____

Title: _____

CONFEDERATE TRIBES OF THE GOSHUTE INDIAN RESERVATION

By: _____ Date: _____

Title: _____

DUCKWATER SHOSHONE TRIBE

By: _____ Date: _____

Title: _____

YOMBA SHOSHONE TRIBE

By: _____ Date: _____

Title: _____

APPENDIX A: DEFINITIONS

Adverse Effect – when an activity or undertaking alters, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association. Defined at 35 C.F.R. § 800.5(1).

Annual Exploration Proposal – Annual plan for proposed mineral exploration to be submitted by the specified dates along with maps showing the locations of proposed drill sites and access routes, and including information about any existing Cultural Resources inventories and known Cultural Resources, and fieldwork authorization prepared by the Contractor(s). The proposal shall then be reviewed by BLM, and an ATP issued upon compliance with the Stipulations. BLM will provide SHPO with a copy of this document for their records.

Areas of Potential Effects (APEs) – The total geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of Historic Properties, if any such properties exist (36 CFR 800.16 (d)). The APEs for this Agreement are defined in Stipulation B, and depicted in Appendix B. APEs for surface mineral exploration within the larger APE will be designated each year in accordance with Stipulation D.6.b.

Avoidance – No project-related disturbances or activities occurring within a designated buffer zone around the outer perimeter of any Historic Property or locus within the District. The default avoidance buffer zone is at least 30 meters, but BLM may, on a case-by-case basis agree to a smaller avoidance zone.

Class III Inventory – An intensive, on-the-ground pedestrian survey intended to locate all Historic Properties within a specified area. An intensive survey describes the distribution of Historic Properties in an area; determines the number, location and condition of Historic Properties; determines the types of Historic Properties actually present within the area; and records the physical extent of specific properties (BLM Manual 8110; and Protocol).

Concurring Party – A party who signs this Agreement but is not legally or financially responsible for completion of the Stipulations. Concurring Parties may volunteer to assist with implementation of stipulations; however, they cannot terminate the Agreement.

Consulting Parties – Organizations or individuals likely to be interested in the Project and who have requested that they be consulted about Cultural Resources that would be affected by the Project.

Contractor – Persons meeting qualifications set forth in the Secretary of Interior's Professional Qualifications Standards (36 CFR 61) and who have a current permit for such work issued by the BLM in Nevada. Contractors include professional Cultural Resource consultants (archaeologists, historians, ethnographers, architects, or anthropologists) appropriate for the type of work being performed, including survey, mitigation, and monitoring. They are responsible for preparing or technically reviewing reports, records, and professional literature.

Cultural Resource – An object or definite location of human activity, occupation, use, or significance identifiable through field inventory, historical documentation, or oral evidence. Cultural resources are prehistoric, historic, archaeological, or architectural sites, structures, buildings, places, or objects and locations of traditional cultural or religious importance to specified social and/or culture groups. Cultural resources include the entire spectrum of objects and places, from artifacts to cultural landscapes, without regard to eligibility for inclusion on the NRHP. They are places and objects of archaeological interest as defined in ARPA.

Discovery – See Appendix C

District – see Historic Properties.

Eligibility – the eligibility of Cultural Resources to the NRHP (utilizing criteria found in 36 CFR 60.4).

Government-to-Government – for the purposes of this Agreement, the unique relationship that exists between the federal government and tribal governments that is respectful of tribal sovereignty, and sensitive to the concerns and needs of the Indian tribe.

Historic Properties – Cultural Resources that are included in, or eligible for inclusion in, the NRHP and may include any prehistoric or historic district, site, building, structure, TCP or object. This term includes artifacts, records, and remains that are related to and located within such properties. TCPs are properties of traditional religious and cultural importance to a Tribe that meet the NRHP criteria. The term “eligible for inclusion in the NRHP” refers both to properties formally determined as such in accordance with regulations of the Secretary of the Interior and all other properties that meet the NRHP criteria. The Tosawihí Quarries Archaeological District (*District*) is eligible to the NRHP under criteria (a) and (d). Loci within the District have been determined by BLM and SHPO to contribute to this historic property. Defined at 36 C.F.R. § 800.16(l)(1).

Linear Sites – Historic properties or archaeological sites that include such sites types as historic roads, railroads, canals, and ditches.

Loci, Locus – Archaeological sites within the District are referred to as loci (locus = singular). A locus has greater than 10 artifacts per square meter and contributes to the eligibility of the entire District to the NRHP. Loci boundaries are defined by lower artifact densities or disturbances. In some instances site and loci boundaries abut adjacent sites and loci, but usually sites or loci are separated by more than 30 meters.

Operator: “...means a person conducting or proposing to conduct operations.” 43 CFR II §3809.5 (10-1-06 Edition).

Project – Activities covered within the Hollister Underground Mine Project proposed plan of operations (PoO), consisting of (1) developing the currently permitted underground bulk sampling and underground exploration project into a full scale underground mine and continuing surface exploration, and (2) combining certain notice-level surface exploration activities.

Protocol – The most current signed State Protocol Agreement between the BLM and SHPO, and any associated guidelines and stipulations.

Signatory Parties – For this Agreement means the BLM, the SHPO, and the ACHP. Operator is an Invited Signatory to this Agreement.

Traditional Cultural Properties (TCP) – are eligible for inclusion in the NRHP because of their association with cultural practices or beliefs of a living community that (a) are rooted in that community’s history, and (b) are important in maintaining the continuing cultural identity of the community. For this Agreement “TCP” includes the “Tosawihi” complex of four distinct locations within the Exploration APE.

Traditional Cultural Significance – significance derived from the role the item(s), or place plays in a community's historically rooted beliefs, customs, and practices, including but not limited to: a location associated with the traditional beliefs; a location where traditional ceremonial activities are performed; a location where a community carries out economic, artistic, or other cultural practices that maintain historic identity; etc.

Treatment Plan – Provides a proposal for the mitigation of effects upon any historic property that a project would affect. It can include data recovery, documentation, restoration, or other measures.

Tribal Monitor – Individual tribal members designated by Tribal Governments (Section E.1.) in accordance with Appendix D, who, following the appropriate BLM Elko District Office Monitor Protocol, aid the Contractor(s) in the monitoring of historic properties and TCPs within the APEs for damage and/or disturbance and archaeological site treatment activities.

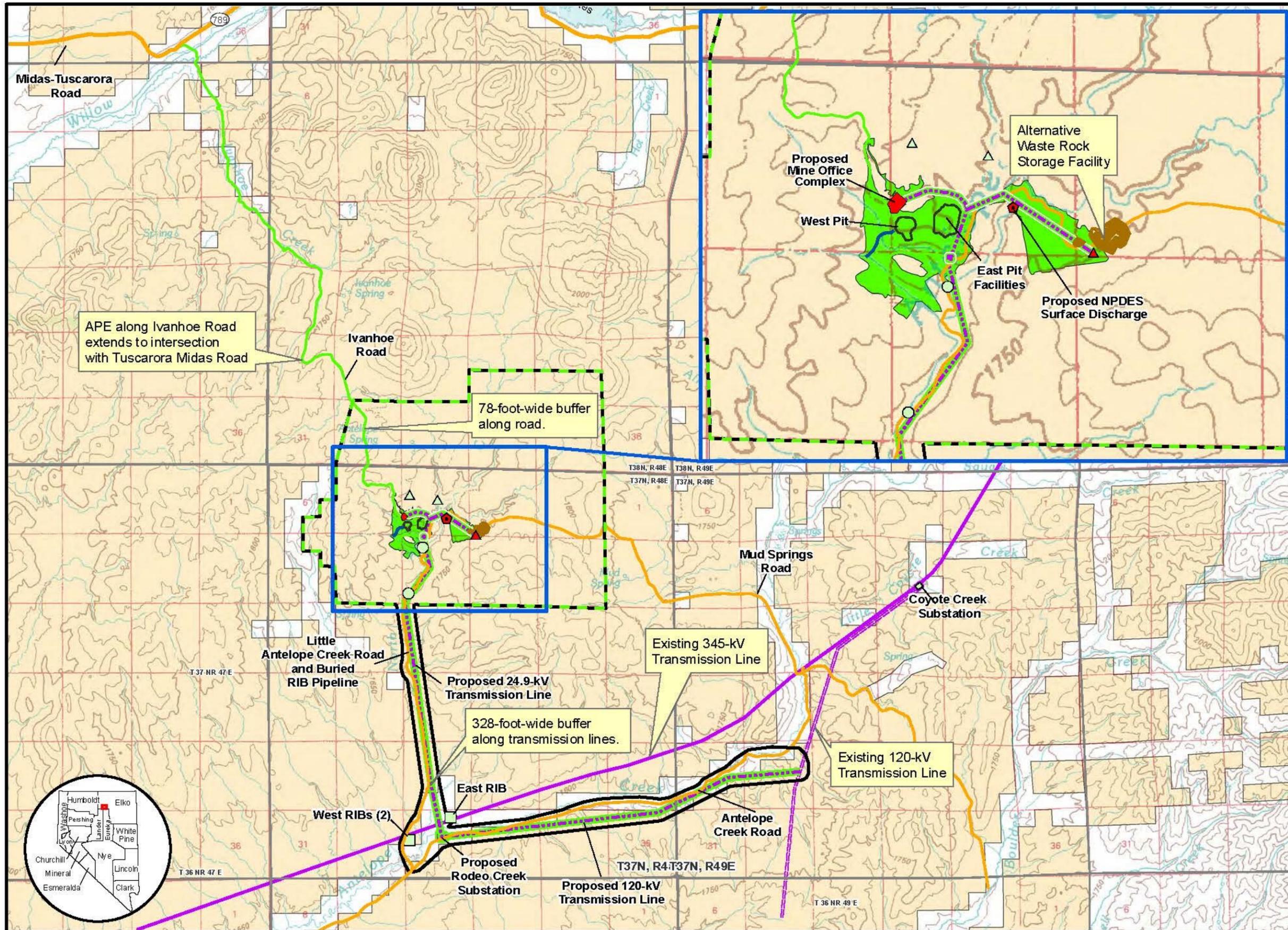
Tribes – The federally recognized Tribes. For this Project the federally recognized Tribes who indicate that they have an interest in this area include those identified as Western Shoshone.

APPENDIX B: AREAS OF POTENTIAL EFFECTS

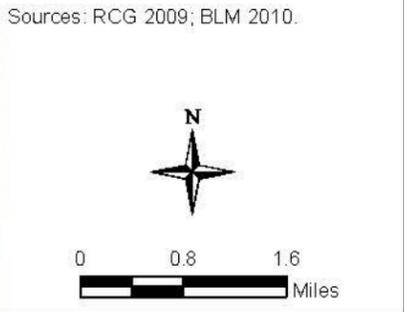
The APEs involve lands administrated by the BLM in Elko County, Nevada. The APEs were defined by the BLM, in consultation with SHPO, to include all lands that may be directly or indirectly affected by the Project. The BLM, in consultation with the SHPO, the ACHP, Tribal Governments, Consulting Parties and Operator, may amend the APEs as needed through an amendment to this Agreement.

Attached are two maps depicting the two APEs:

1. Mining APE includes the areas to be directly or indirectly affected during the development, operation, closure, and reclamation of the Hollister underground mine.
2. Exploration APE includes areas where Operator may propose surface exploration activities as specified in an Annual Exploration Proposal and a request for an ATP. The ATP Area will be within the larger Exploration APE. The Exploration APE will exclude all Traditional Cultural Properties (TCP) including a 250 foot buffer around the TCP exterior boundary.



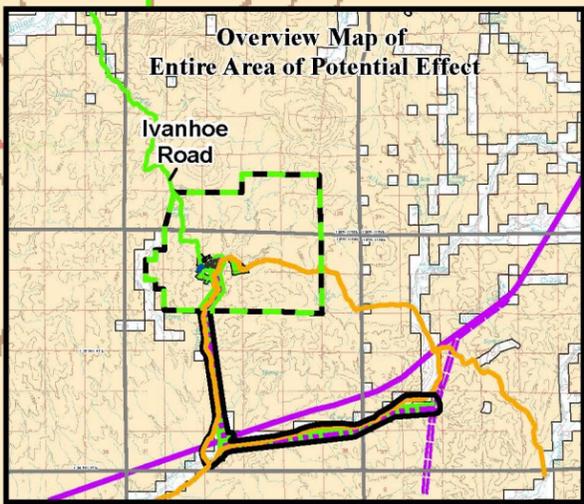
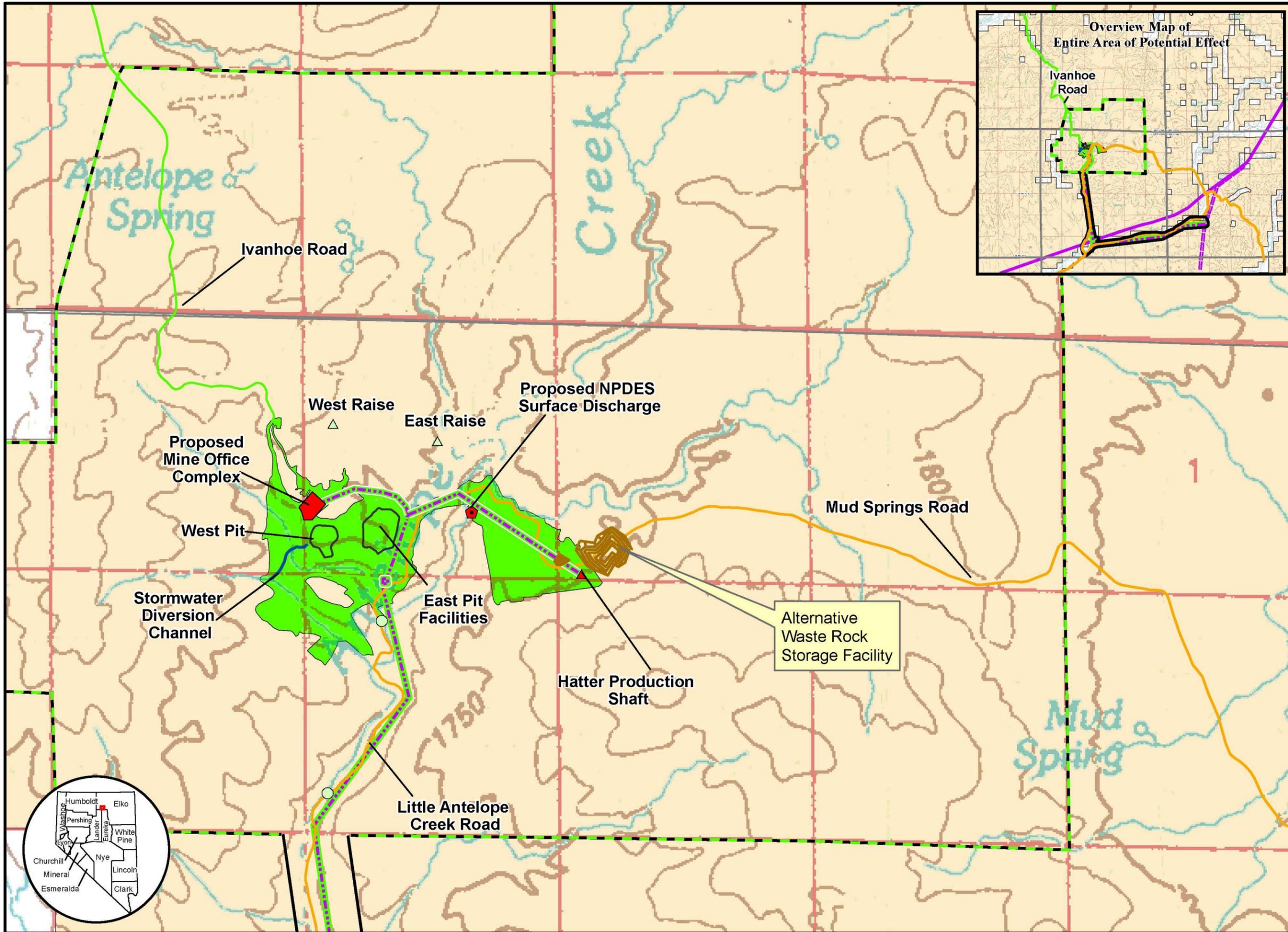
- Legend**
- Existing/Authorized Disturbance or Facilities**
- Rapid Infiltration Basin (RIB)
 - Water Well
 - △ Escapeway Raise
 - Road
 - 345-kV Transmission Line
 - 120-kV Transmission Line
- Proposed Disturbance or Facilities**
- ▭ Project Area Boundary
 - Mine Office Complex
 - ◆ NPDES Surface Discharge
 - ▲ Hatter Production Shaft
 - 24.9-kV Transmission Line
 - 120-kV Transmission Line
 - APE for Mining Activities and Facilities
 - APE for Exploration Activities
 - Stormwater Diversion Channel
- Alternative to Proposed Action**
- Mud Springs Waste Rock Storage Facility
- Land Ownership**
- Private
 - Bureau of Land Management



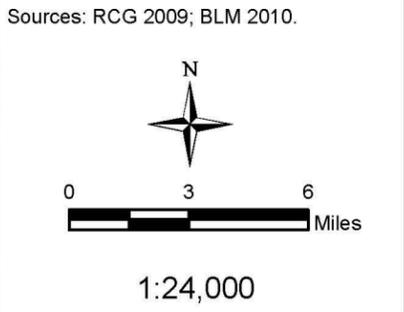
Hollister Underground Mine Project EIS

Cultural Resources Area of Potential Effect





- Legend**
- Existing/Authorized Disturbance or Facilities**
- Rapid Infiltration Basin (RIB)
 - Water Well
 - △ Escapeway Raise
 - Road
 - 345-kV Transmission Line
 - 120-kV Transmission Line
- Proposed Disturbance or Facilities**
- ▭ Project Area Boundary
 - Mine Office Complex
 - ◆ NPDES Surface Discharge
 - ▲ Hatter Production Shaft
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 - APE for Mining Activities and Facilities
 - APE for Exploration Activities
 - Stormwater Diversion Channel
- Alternative to Proposed Action**
- Mud Springs Waste Rock Storage Facility
- Land Ownership**
- Private
 - Bureau of Land Management



Hollister Underground Mine Project EIS

Cultural Resources Area of Potential Effect

APPENDIX C: DISCOVERY PLAN

A. Unanticipated Discovery of Cultural Resources

1. Cease Work and Notify BLM. If a previously unidentified Cultural Resource is discovered, all mine-related activities within 100 feet of the discovery (Avoidance Boundary) will cease immediately and Operator or its authorized representative shall secure the location to prevent vandalism or other damage. Operator or its authorized representative shall notify the BLM Manager of the discovery by telephone within 24 hours, followed by written confirmation (Discovery Notice). Within 48 hours of delivery of the Discovery Notice, a BLM Authorized Officer will visit the discovery site to determine whether proceeding with activities within the Avoidance Boundary will harm the discovered Cultural Resource or whether the Avoidance Boundary may be safely reduced to allow activity outside of a reduced Avoidance Boundary without harm to the discovered Cultural Resource. Any activity within the Avoidance Boundary shall remain suspended until after the discovery has been evaluated, any necessary mitigation measures completed, and the BLM Manager has issued a written or emailed ATP.

2. SHPO Notice. Within 48 hours of delivery of the Discovery Notice, the BLM shall notify the SHPO of the discovery (SHPO Notice). The SHPO shall give its comments to the BLM within 2 working days of receipt of the SHPO Notice. If the BLM has not received the SHPO comments within 2 working days of the SHPO Notice, the BLM shall presume the SHPO concurrence with any BLM recommendation in the SHPO Notice or that the SHPO has declined to participate in consultation regarding the discovery, and the BLM may then make any decision regarding the discovery without further SHPO consultation.

3. BLM Decision. Within 4 working days of the delivery of the SHPO Notice, or 6 working days of delivery of the Discovery Notice, whichever comes first, the BLM shall notify Operator of the BLM's decision whether to (i) allow mining related activities to proceed without mitigation, (ii) require mitigation of the discovery; or (iii) allow mining related activities to proceed during mitigation of the discovery (Mitigation Decision Notice).

4. Consultation with SHPO. The BLM shall have 7 working days from delivery of a Mitigation Decision Notice requiring mitigation to consult with Operator and the SHPO and decide the nature and extent of mitigating measures required. The BLM shall notify Operator and the SHPO of the BLM's decision regarding mitigation within 10 days of delivery of a Mitigation Decision Notice and will ensure that any required mitigating measures are implemented.

B. Unanticipated Discovery of Human Remains or Items of Cultural Patrimony

1. On Federal Land. Human remains and associated artifacts may be discovered during Project development or archaeological excavations. BLM shall ensure that any such items are treated with due respect. Discovery of such items will be handled as follows:

a. Discovery Notification. If human remains, remains thought to be human, associated or unassociated funerary objects, or objects of cultural patrimony are discovered, work within 100 feet of the discovery would stop immediately. Oral notification of the discovery shall be made to the BLM and the SHPO by Operator or its contractors immediately, followed by written notification. Upon notification, the BLM would notify the appropriate law enforcement authorities, the county coroner, and appropriate tribes and potentially interested parties. If the remains are determined to not be of forensic importance, an assessment of the remains would be made.

b. Assessment of the Remains. An in-situ assessment of the remains would be made to determine the cultural affiliation of the remains to aid in determining required actions. The BLM would meet all requirements of Native American Graves Protection and Repatriation Act, Pub. L. 101-601, 25 U.S.C. 3001 et seq., 104 Stat. 3048 (NAGPRA) for all discoveries of human remains and associated objects in accordance with 43 CFR 10 and BLM IM 2007-002, which allows for reburial of human remains and associated funerary objects excavated on BLM administered land. All reasonable measures would be taken by the involved parties to resolve issues regarding affiliation and disposition of human remains within 30 days as required by law.

c. Protection of Human Remains. Operator shall maintain the Avoidance Boundaries described above. Such resources discovered on federal lands by Operator will be secured by Operator for up to 48 hours by which time BLM shall secure the area or take custody of such resources.

d. Resumption of Work. Work in the immediate vicinity of the human remains may not resume until after the disposition of the human remains is determined. BLM would issue an ATP after notification to SHPO and consultation with appropriate Tribal representatives.

2. On Private Lands. Human remains and associated funerary objects found on private or state lands will be handled according to the provisions of applicable Nevada law (NRS 383). Operator shall notify the relevant county coroner or sheriff, the land owner, the SHPO, and the BLM of any such discovery.

APPENDIX D: MONITORING PLAN

This Monitoring and Avoidance Plan is designed to monitor and document changes to Historic Properties (both archaeological and TCPs) that may result from the Project. Implementation of this plan will allow the BLM to identify, evaluate, document, and monitor, direct, indirect, and cumulative impacts to Historic Properties within the APE. While this Plan is meant to be inclusive during the life of the Project (from exploration through the completion of reclamation activities), unforeseen situations and concerns on the part of the BLM may necessitate changes to this Monitoring Plan. The Monitoring Plan provides for the involvement of Tribal Monitors to accompany Contractor(s) during fieldwork, and provides for annual monitoring of selected Historic Properties. In-place monitoring will be required during mineral exploration and mining activities at any avoided Historic Properties. Monitoring may result in unanticipated discoveries that will be handled following the protocol in Appendix C.

A. Tribal Monitors

BLM will request that Tribal Governments of interest (Te-Moak Tribe of Western Shoshone Indians, the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, the Ely Shoshone Tribe, the Yomba Shoshone Tribe, the Confederated Tribes of the Goshute Reservation, the Western Shoshone Committee of Duck Valley, and the Duckwater Shoshone Tribe) provide a list of possible monitors designated by them to participate in Project monitoring. The BLM will provide for the Tribal Governments copies of the BLM Elko District Office Monitor Protocol to be used by the Tribal Monitor(s). The Tribal Monitor(s) will coordinate their work with the designated Contractor(s) and the designated BLM representative.

Once Operator's Contractor receives a Fieldwork Authorization (FWA) from the BLM, the BLM shall contact the individuals on the Tribal Monitor list to arrange for their participation in the fieldwork. So long as notification of potential Tribal Monitors is attempted, fieldwork shall not be delayed based on a lack of response or unavailability of Tribal Monitors.

For safety purposes, Tribal Monitors shall receive an appropriate level of MSHA training prior to project implementation. To meet the needs of monitoring of all activities, Tribal Monitors will adhere to the guidelines and protocols provided by the BLM. While the designated Tribal Monitors do not have the authority to halt construction activities, if during construction the Tribal Monitors note that an activity may impact a resource of importance to the Western Shoshone, the Tribal Monitors shall inform the Contractor and the designated BLM representative, who will inform Operator about the concern and attempt to resolve the issue. Tribal Monitor authority will include activities associated with actions of liaison between the tribal communities, the Contractor(s), and the BLM.

B. Site Monitoring

MONITORING SITE SELECTION

Monitoring will be comprised of three (3) parts:

1. Mining/Exploration Direct Effects Monitoring:
 - during construction of the transmission and distribution lines, the Contractor(s) and Tribal Monitor(s) would monitor eligible historic properties within and immediately adjacent to (within 250 feet) the construction area limits/corridors
 - Operator will use commercially-reasonable efforts to obtain landowner permission to monitor sites on Private Lands within the NV Energy transmission line corridor.

- after construction of new facilities, through the completion of reclamation activities, an archaeologist would conduct an annual visits to no more than three (3) BLM defined historic properties and/or TCP locations in each of the following areas
 - along the Ivanhoe Road
 - along the Little Antelope Creek Road to the Rapid Infiltration Basins
 - along the NV Energy transmission line
 - Operator will use commercially-reasonable efforts to obtain landowner permission to monitor sites on Private Lands within the NV Energy transmission line corridor.
 - a site near the new office facility
 - a site near the Hatter Production Shaft
 - Exploration sites defined within 250 feet of known historic properties and TCPs will be established with the aid of the BLM archaeologist. These locations will be monitored at the completion of exploration (including reclamation) activities
2. “Control” Sites to Monitor Cumulative Effects
- BLM (in collaboration with Consulting Parties) will select up to five (5) historic properties in outlying areas of the exploration APE to be monitored annually through the completion of reclamation activities
 - BLM (in collaboration with Consulting Parties) will select up to five (5) locations within the TCP to be monitored annually through the completion of reclamation activities
3. Indirect Effects Monitoring
- BLM (in collaboration with Consulting Parties) will create a travel (driving or “windshield survey”) route through the TCPs and Historic District to allow Contractors and Tribal Monitors to identify potential areas affected.
 - Areas identified as affected will be documented (including effects, cause if known, impact to overall integrity and eligibility status of the property, etc.)

To assure consistency of data gathering and utilization the following will be required:

- a. Baseline data will be acquired for Historic Properties and TCPs to be monitored annually utilizing existing documents (Cultural Resource or site forms and their associated reports, maps, and photographs).
- b. An initial baseline assessment will be made for each Historic Property and TCP to be monitored. The intent is to enable a comparison of baseline and collected data through the completion of the mine’s reclamation activities to measure any changes.
- c. Photo points will be created and utilized at all sites that are monitored
- d. Upon completion of the Project, all Historic Properties that were monitored and remain untreated over the LOP will be revisited and a final integrity assessment will be made. Additional mitigation for Project impacts may be required by the BLM.
- e. Contractors and Tribal Monitors will use data gathering tools provided by the BLM
- f. Detailed monitoring reports in the form of a letter, field notes, and recommendations will be provided to the BLM no later than one month after end of each annual monitoring cycle. Within 30 days of acceptance, the reports shall be shared with other Signatory and Consulting Parties. A Management Summary included in each report shall be made available to the public, while also ensuring compliance with Stipulation D.11.
- g. A final LOP report will be completed which summarizes the entire monitoring program and includes a final integrity assessment of Historic Properties monitored throughout the LOP.

APPENDIX E: OPERATOR EXPLORATION

CULTURAL RESOURCE AVOIDANCE PROTOCOL

The procedures outlined below are designed for Operator use in planning, obtaining BLM authorizations and compliance with permit stipulations for surface mineral exploration. This process must be completed and written documentation signed by Operator's person-in-charge of exploration prior to any additional surface exploration.

A. Procedure in Areas Covered by Class III Surveys:

- 1) Proposed drill holes are outlined on a map by the Operator Project Manager in collaboration with the Operator Drill Services coordinator.
- 2) The Drill Services coordinator assigns a Drill Services technician or survey crew to stake drill locations and proposed access routes included in an annual exploration season. The proposed drill locations and access routes are marked with **red flagging** to indicate that they have not yet undergone BLM approval. Construction conditions are taken into consideration during this non-surface disturbing survey to insure the least amount of disturbance and optimal equipment access.
- 3) Five days prior to the BLM field review for an annual exploration season, BLM will contact individuals on the Tribe-designated monitor list (to be developed as indicated in Section A of Appendix D) to schedule a monitor to attend the field review. If no monitor is available or if a scheduled monitor fails to attend, BLM will proceed with the field review without a Tribal Monitor.
- 4) The flagged access routes and drill locations are field-inspected by Operator's Project Manager, Drill Services representative, the Environmental Representative, and a BLM archaeologist or other BLM-designated representative, and Tribal Monitor, if available, to ensure that the proposed disturbance is properly located and that all identified eligible loci or Historic Properties are avoided by at least 30 meters, unless a smaller Avoidance buffer zone is approved by the BLM on a case-by-case basis.
- 5) The BLM representative and the Drill Services representative shall confirm the width and length of the drill location, and the access route. After BLM has approved a specific drill location and access route, Operator will change the red flagging to **green flagging** indicating that the drill location and access has been approved by BLM.
- 6) If the authorized drill location or access route is within 100 meters /300 feet of any known loci or Historic Property, the Avoidance zone must be clearly marked with **blue flagging** signaling a no-disturbance area. Operator shall ensure that flagging remains in place at the BLM designated locations throughout drilling activities at each drill location.
- 7) While Tribal Monitors do not have the authority to halt construction activities, if during construction the monitor notes that an activity may impact a resource of importance to the Western Shoshone, Operator's on-site representative must contact the Project Manager, who will consult with the Operator Environmental Department and the BLM before proceeding.
- 8) At the conclusion of activities (including reclamation), the BLM will perform a field review to confirm compliance with the Avoidance stipulations and remove the **blue flagging** used to mark

any Avoidance zones around known Historic Properties or Loci will be removed. Operator may not begin reclamation of any drill site location until site-specific reclamation plans have been approved by BLM.

B. Procedure in Areas that have not been Class III surveyed for Cultural Resources:

- 1) The Operator Project Manager delineates proposed drill locations on a map, taking into account topography to ensure minimal surface disturbance, and reviews the map with a Operator Drill Services coordinator.
- 2) The Drill Services coordinator assigns a Drill Services technician or survey crew to stake and flag the proposed drill locations and access routes. Proposed drill locations and access routes are marked with **red flagging** to indicate that they remain unauthorized. The Project Manager and a Drill Services representative must field-check the proposed access routes to ensure that they meet project requirements.
- 3) Upon completion of flagging, the Operator Environmental Manager will arrange for a Contractor to conduct a Class III inventory of the proposed exploration area. The Contractor obtains a Fieldwork Authorization from BLM. BLM shall notify potential Tribal Monitors of the date(s) when fieldwork shall be completed and make arrangements for their participation. If no monitor is available or there is no response, then upon BLM approval fieldwork can proceed without a Tribal Monitor. A BLM archaeologist shall also review the findings of any inventory in the field with the Contractor and the Environmental Manager.
- 4) If the BLM archeologist determines in the course of the Class III inventory that potential Historic Properties may be impacted, or in consultation with the Tribal Governments determines a potential TCP may be impacted, then Operator, in consultation with BLM and in conjunction with the Drill Services coordinator shall move the proposed drill location or access road to avoid such properties.
- 5) After the fieldwork, the Contractor will submit an inventory report (including recommendations of Tribal Monitors) to the BLM. Once accepted by the BLM and the SHPO, a copy of this report will be provided to Operator.
- 6) The drill plan will then be submitted to the BLM for approval. BLM will determine whether or not Avoidance is necessary to protect Historic Properties.
- 7) Five days prior to BLM field review of drill locations, BLM will contact individuals on the Tribe-designated monitor list to schedule an monitor to attend the field review. If no monitor is available or if a scheduled monitor fails to attend, BLM will proceed with the field review without a Tribal Monitor.
- 8) The BLM authorized access routes and drill locations are field-inspected by the Project Manager, a Drill Services representative, an Environmental Department representative, and a BLM representative, and Tribal Monitor, if any, to ensure that the proposed disturbance is properly located and that all Historic Properties or loci are avoided as required by the BLM.
- 9) The BLM representative and the Drill Services representative shall confirm the width and length of the drill location and access route. After BLM has approved the specific drill location and access route, Operator will change the red flagging to **green flagging** indicating that the drill

location and access route has been approved. Operator will ensure that flagging remains in place at the BLM-approved locations during exploration.

- 10) If the authorized construction is within 100 meters/30 feet of a Historic Property or locus the BLM and Operator representative shall mark the Avoidance/exclusion zone with **blue flagging** signaling a no-disturbance area. The BLM may require Contractor(s) and Tribal Monitors to be present during exploration where Historic Properties or Loci must be avoided.
- 11) While Tribal Monitors do not have the authority to halt construction activities, if during construction the Tribal Monitors note that an activity may impact a resource of importance to the Western Shoshone, Operator's on-site representative must contact the Project Manager, who will consult with the Operator Environmental Department and the BLM before proceeding.
- 12) At the conclusion of activities (including reclamation), BLM will perform a field review to confirm compliance with the Avoidance stipulations and remove the **blue flagging** used to mark any avoidance zones. Operator may not begin reclamation of any drill location until site-specific reclamation plans have been approved by BLM.

Everyone involved in mineral exploration shall be reminded that if there is any doubt or uncertainty about the Avoidance/exclusion zone near a proposed disturbance, that no disturbance should be initiated until the status is confirmed with the Project Manager or the Environmental Representative, Contractor, and the BLM archaeologist.