

**PROGRAMMATIC AGREEMENT
AMONG
THE DEPARTMENT OF THE INTERIOR,
BUREAU OF LAND MANAGEMENT, ELKO DISTRICT OFFICE NEVADA
AND
THE NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE WEST PEQUOP EXPLORATION
PROJECT, ELKO COUNTY, NEVADA**

WHEREAS, the Bureau of Land Management (BLM), Elko District Office has determined that the mineral exploration project located in the Pequop Mountain Range of Elko County, Nevada (hereinafter referred to as the West Pequop Project), and proposed by the West Pequop Project JV, LLC (WPP) is an undertaking as defined in the National Historic Preservation Act of 1966, as amended (NHPA) because it involves public lands and federal permits. The BLM is responsible for ensuring that it is in compliance with Section 106 of the NHPA, 16 U.S.C. § 470f, and its implementing regulations, 36 C.F.R. § 800; and

WHEREAS, the BLM has determined that the West Pequop Project may have an effect upon properties eligible for inclusion in the National Register of Historic Places (NRHP), and has consulted with the Nevada State Historic Preservation Officer (SHPO) pursuant to Section 106 of the NHPA; and

WHEREAS, the BLM, in consultation with SHPO, designated an Area of Potential Effect (APE) for the Project (Appendix A) which encompasses all direct, indirect, and cumulative effects from mineral exploration; and

WHEREAS, the BLM has consulted with the Advisory Council on Historic Preservation (ACHP), pursuant to 36 CFR §800.14(b), to develop and execute this Programmatic Agreement (PA) and the ACHP has elected not to formally enter consultation on the development of this PA; and

WHEREAS, effects to historic properties in the APE cannot be fully determined and the Signatories desire to enter into this PA to set forth procedures to be followed in satisfaction of the BLM's NHPA responsibilities for the West Pequop Project in the APE; and

WHEREAS, the BLM is responsible for conducting Native American Tribal consultation on a government to government level and ensuring that it is in compliance with the BLM Manual Handbook, H-8120-1, Guidelines for Conducting Tribal Consultation; and

WHEREAS, the Te-moak Tribe of the Western Shoshone, Duckwater Shoshone, Duckvalley Shoshone Paiute, Confederated Tribes of the Goshute Reservation, Elko and Wells Band Councils have been identified as interested parties for this Agreement and offered an opportunity to participate in the Section 106 process for identifying properties of traditional cultural and religious significance; and

WHEREAS, The BLM has elected to use and coordinate the National Environmental Policy Act commenting process as part of this identification and public involvement process; and

WHEREAS, the WPP has participated in this consultation and has been invited to concur in this PA; and

WHEREAS, the definitions given in the State Protocol Agreement between the Bureau of Land Management, Nevada and the Nevada State Historic Preservation Office (Protocol), as finalized on February 3, 2012, apply throughout this PA unless specifically modified below; and

NOW THEREFORE, the BLM and SHPO agree that the West Pequop Project shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

A. PURPOSE AND INTENT

The purpose of this PA is to establish procedures for use by BLM, SHPO, and WPP regarding compliance with Section 106 of the NHPA for mineral exploration of the proposed West Pequop Project. This PA defines general and specific measures to insure that the statutory requirements of NHPA will be fulfilled regardless of surface ownership. WPP proposes to expand mineral exploration within a newly permitted Plan of Operations (#NVN-071287/Nevada Reclamation Permit (NRP) No. 0193). Constructions of access routes, drill pads and sumps, and ground disturbance associated with rehabilitation are planned as part of the proposed action. WPP's area of interest for this undertaking encompasses 11,968 acres in the Pequop Mountains (see Appendix A).

B. AREA OF POTENTIAL EFFECT

The area of the proposed undertaking is located on lands administered by the BLM in Elko County, Nevada (Appendix A).

The areas of the undertaking shall be those locations undergoing any exploration and development projects that are subject to surface disturbance within Townships 35 and 36 North, and Range 65 East. The area is defined as the Project Area in the Project Environmental Assessment (EA) entitled *West Pequop Exploration Project* (DOI-BLM-NV-N030-2010-0008-EA). The APE will be sufficient to take into account the direct, indirect, and cumulative effects of the West Pequop Project or any project component as defined in 36 CFR 800.16. The BLM, in consultation with the SHPO, Tribes, WPP, and other consulting parties, may amend the APE as necessary through an amendment to this PA.

C. ROLES AND RESPONSIBILITIES

1. The BLM will ensure that the measures in this PA are carried out. This includes but is not limited to ensuring that all signatories carry out their responsibilities; administering and ensuring the completion of all cultural resource work; assembling all submissions to the SHPO and to other concurring parties as appropriate; and for seeking SHPO concurrence with all agency compliance decisions as they apply to cultural resources within the APE. Any submission to SHPO or other consulting parties not from BLM will be considered as informational only and will not trigger any compliance timelines or other actions.

BLM will be the responsible point of contact for reviewing reports, and collating responses to the West Pequop Project products to implement this PA, including but not limited to, inventory reports, determinations of eligibility, treatment plans and reports, and determining effects, etc.

The BLM shall ensure that historic, architectural, and archaeological work conducted pursuant to this PA is carried out by, or under the direct supervision of, persons meeting qualifications set forth in the Secretary of the Interior's Professional Qualification Standards (36 CFR 61) and who have been permitted for such work on public lands by the BLM Nevada State Office (NSO).

2. WPP or their cultural resource contractor will provide the BLM with all information needed to implement this PA.

WPP, in cooperation with the BLM and SHPO, shall ensure that all its personnel, and all the personnel of its contractors, are directed not to engage in the illegal collection of historic and prehistoric cultural materials. WPP shall cooperate with the BLM to ensure compliance with the Archaeological Resources Protection Act of 1979 (16 U.S.C. 470) on public lands and with Nevada State Law (statute NRS 381).

Should damage to cultural resources occur during the period of WPP active construction, operation or rehabilitation due to the unauthorized, inadvertent or negligent actions of WPP, their employees, contractors or any other project personnel, WPP shall be responsible for costs of rehabilitation, or treatment, and may be subject to criminal penalties.

D. PROCESS

The BLM has identified interested persons and Tribes pursuant to the Protocol and the NEPA scoping process and has involved, and will consult with them as appropriate regarding the West Pequop Project.

1. IDENTIFICATION

- a. The BLM shall ensure that a cultural resource inventory of the approved phased work areas within APE is completed. An intensive 30 meter transect pedestrian survey

(Class III) shall be the minimum standard, unless an alternative strategy is approved by the BLM, in consultation with the SHPO.

- b. In the event that any standing architectural resources are located within the phased work areas of the APE, the BLM shall ensure that WPP or its cultural resource contractor adhere to the current Nevada State Historic Preservation Office's Section 106 Architectural Inventory and Survey Guidelines. The identification of architectural resources shall include, but is not limited to, the completion of Historic Resource Inventory Forms (HRIF).
- c. Traditional Cultural Properties (TCPs) within the phased work areas of the APE will be identified through consultation with the participating Tribes. WPP will contract for data gathering to assist the BLM in identifying properties of traditional religious and cultural significance that exist within the phased work areas of the APE. However, the BLM will conduct formal government-to-government consultation as needed. The identification of properties of traditional religious and cultural significance shall be consistent with BLM Manual 8120 and its associated handbook.
- d. BLM will evaluate whether historic properties identified in Class III inventories that are ten years old or older should be revisited to relocate such properties and re-evaluate condition and eligibility determinations, and obtain relevant information necessary for avoidance, treatment, or other mitigation.
- f. Newly identified and updated sites will be recorded on the Nevada IMACS form.
- g. Unless authorized by the BLM, in consultation with SHPO, no artifacts will be collected during the inventory phase of fieldwork. In the case of authorized collection, all materials so collected will be curated in accordance with Stipulation D.3.f below.

2. EVALUATION

- a. All cultural resources identified within the APE shall be evaluated for the NRHP. WPP, or its cultural resource contractor, shall provide the BLM with eligibility recommendations wherever possible upon completion of an inventory report. The BLM will concur, disagree, or request additional information before determining eligibility. The BLM will then forward all recommendations to SHPO for review.
- b. The BLM shall ensure that appropriate cultural resource inventories to identify and evaluate cultural resources are completed and that appropriate reports are prepared in accordance with the Protocol and with the Nevada BLM's *Cultural Resources Inventory General Guidelines, 4th edition* (January 1990), or the latest edition issued by BLM Nevada (Guidelines) at the date of implementation of each phase.

- c. The BLM shall consult with the Tribes or identified affected tribal members to evaluate the NRHP-eligibility of properties of traditional religious and cultural importance. Based on information shared with the BLM, the BLM would determine the NRHP eligibility of identified properties, and consult on these determinations with SHPO and the Tribes.
- d. If the information gathered in the inventory is inadequate to determine NRHP eligibility, BLM shall, in consultation with SHPO, require WPP, or its cultural resource contractor, to conduct limited subsurface testing, or other evaluative techniques, to determine eligibility. Eligibility testing shall be confined to providing the minimum data necessary to define the nature, density, age, and distribution of materials in potential historic properties. Extensive excavations will require a Historic Properties Treatment Plan (HPTP) as discussed in Stipulation D.3 of this PA.
- e. The BLM shall ensure that cultural resources identified within the applicable APE are evaluated for the NRHP prior to the initiation of activities that may have an Adverse Effect on such resources.
- f. If the SHPO or the BLM disagree regarding eligibility of a cultural resource, 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 considered final. If any of the other consulting parties disagree regarding the BLM's determination of eligibility, the party may request in writing that the BLM reconsider the determination. If the result is not satisfactory to the objecting party, they may ask the ACHP to request that the BLM obtain a determination from the Keeper.

3. EFFECTS AND TREATMENT

- a. The BLM, in consultation with the SHPO, Tribes and other consulting parties shall determine the precise nature of the anticipated effects to historic properties identified within the APE. If the BLM, in consultation with the SHPO, determines that the proposed component of the West Pequop Project will not have any effect on historic properties, the BLM shall issue a Notice to Proceed in accordance with Stipulation H.
- b. To the extent practicable, the BLM shall ensure that WPP avoids historic properties through modification to the design of access routes, exploration pads, and any other ground disturbing activity as appropriate.
- c. Should avoidance be determined as neither feasible nor prudent, the BLM, in consultation with SHPO, WPP, Tribes, and the consulting parties, shall ensure that WPP or its cultural resource contractor develops an appropriate Historic Properties Treatment Plan (HPTP) in order to mitigate adverse effects to historic properties. HPTP's shall be consistent with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 11716-37) and shall conform to the stipulations outlined in the Nevada State Protocol and BLM manual

8140.26 and following the guidance provided in the ACHP's Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites, dated June 17, 1999.

- d. For properties eligible under criteria (a) through (c) (36 CFR 60.4), mitigation, other than data recovery, may be considered (e.g. HABS/HAER recordation, oral history, historic markers, exhibits, interpretive brochures or publications, etc.). Where appropriate, the HPTP shall include provisions (content and number of copies) for a publication for the general public. The HPTP shall be consistent with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-37) and *Treatment of Historic Properties: A Handbook* (Council 1980). WPP's contractor shall procure all appropriate BLM permits prior to initiation of any treatment.
- e. If the SHPO, Tribe, WPP, or other consulting party objects to all or part of the proposed treatment plan, the BLM shall attempt to resolve the objection pursuant to Stipulation L of this PA.
- f. The BLM shall require that WPP completes through its contractor, the fieldwork portions of any final treatment plan prior to initiating any activities that may affect historic properties. Segments of the West Pequop Project to be released for construction shall be included in a summary report submitted to the BLM. The summary report shall include, at a minimum, a list of the sites treated, a summary of the methodology used to treat each site, a summary of the findings at each site, and a map showing the locations of the treated sites. The BLM shall be provided with summary reports within seven (7) days of the completion of treatment. The BLM has seven (7) days to either approve the summary report or respond back to the contractor with comments. The BLM will issue a written NTP to WPP in accord with Stipulation H of this PA.
- g. The BLM shall ensure that all records and materials resulting from all identification and treatment efforts are curated in accordance with 36 CFR 79 in a BLM approved facility within the state of Nevada. All materials collected will be maintained in accordance with 36 CFR 79 until final treatment reports are completed. The maintenance of these materials is subject to the following stipulations:
 - (i.) Unless otherwise negotiated, upon the acceptance of the final report by BLM, all recovered materials must be permanently curated or returned to appropriate claimants pursuant to NAGPRA's cultural patrimony stipulations.
 - (ii.) BLM shall hold a surety bond from WPP as specified in Stipulation J until the final disposition of recovered materials is determined.
- h. BLM, in consultation with the SHPO, shall ensure that all such reports are prepared in accordance with contemporary professional standards and to the Department of the Interior's Form Standards for Final Report of Data Recovery Programs (42 FR 5377-

79). BLM shall ensure that all final archaeological reports resulting from actions pursuant to this PA will be provided to SHPO and be made available to other consulting parties, subject to appropriate limitations concerning data accountability:

- (i.) Site location data may be redacted should it be determined that release of such data could increase vandalism or site looting.
- (ii.) It is within BLM's purview to withhold the release of all reports resulting from activities or studies pursued under this PA if the release of those reports may jeopardize historic properties. The BLM may also withhold information if it is considered a significant invasion of privacy, impedes traditional religious practices, or is otherwise considered sensitive information of any consulting tribe as outlined in Section 304 of the NHPA.

E. DISCOVERY SITUATIONS

1. When previously unidentified historic properties or human remains are discovered, all Project-related activities within 50 meters of the discovery will cease immediately and WPP or its authorized representative shall secure to the best of their ability the location to prevent vandalism or other damage in consultation with the BLM. WPP or its authorized representative shall notify the BLM authorized officer of the discovery by telephone within 24 hours, followed by written or electronic (E-mail) confirmation. All surface disturbing activity within the 50-meter radius of the point of discovery shall remain suspended until after the discovery has been evaluated and any necessary mitigation measures completed and the BLM authorized officer has issued a written Notice to Proceed.
2. The BLM shall ensure that any human remains, grave goods, items of cultural patrimony, and sacred objects encountered during the undertaking, whether discovered incidentally or during treatment of historic properties, are treated with the respect due such materials. In coordination with this PA, Native American human remains and associated grave goods found on public land or private land will be handled according to the provisions of Native American Graves Protection and Repatriation Act (NAGPRA), its implementing regulations (43 CFR 10), and Nevada State Law. If human remains, grave goods, sacred objects or items of cultural patrimony are discovered during Surface disturbing activities within 50 meters of the discovery shall cease immediately and WPP or its authorized representative shall secure the location to prevent vandalism or other damage in consultation with the BLM. WPP or its authorized representative shall notify the BLM authorized officer of the discovery by telephone within 24 hours, followed by written confirmation. The surface disturbing activity shall remain suspended until after the discovery has been evaluated and any necessary mitigation measures completed and the BLM authorized officer has issued a written Notice to Proceed.

3. Prior to initiating any surface disturbing activities within phased work areas of the APE, WPP shall provide the parties with a list of WPP and/or other authorized employees empowered to halt all potentially destructive activities in a discovery situation. The BLM will provide WPP and or its representatives with 24-hour contact information of all Elko District authorized employees that are to be notified in the event of an unintentional discovery.
4. BLM shall notify the SHPO and consider their initial comments on the discovery. Within two (2) calendar days of the discovery, BLM shall notify WPP, the SHPO, and as appropriate, Indian Tribes, of the BLM's decision to either allow undertaking-related activities to proceed or to require mitigation measures.
5. If, in consultation with the SHPO, the BLM determines that mitigation is appropriate, the BLM shall solicit comments from the SHPO, and as appropriate, Indian Tribes, to develop mitigating measures. The SHPO and Tribes will be allowed three (3) working days to provide the BLM with comments to be considered. Any timely comments offered by the SHPO and Tribes will be documented, considered in dealing with the discovery, and subject to confidentiality requirements.
6. The BLM shall notify the SHPO and Tribes of its decision regarding treatment and shall ensure that treatment actions, if any, are implemented. The BLM will notify WPP and or its authorized representatives within one (1) calendar day of its decision and shall disclose the details of the treatment to be implemented.
7. The BLM shall ensure that reports of mitigation efforts for discovery situations are completed in a timely manner and conform to the Department of Interior's Formal Standards for Final Reports of Data Recovery Program (42 FR 5377-79). Once mitigation of a discovery has been completed, all areas to be released for construction shall be included in a summary report submitted to the BLM. The summary report shall include, at a minimum, a summary of the findings, a list of all items recovered, and a map showing the locations of the discovery. The BLM shall be provided with summary reports within seven (7) days of the completion of treatment. The BLM has seven (7) days to either approve the summary report or respond back to the contractor with comments. Once approved, the BLM will issue a written NTP to WPP in accord with Stipulation H of this PA.

F. REPORTING

1. WPP shall report the results of activities under this PA (planning, identification, evaluation, and treatment) to BLM by phased work area, as completed. BLM shall distribute pertinent reports to the SHPO.
2. The BLM shall ensure that all final archeological reports resulting from actions pursuant to this PA will be provided to the SHPO, and as appropriate, made available to other consulting parties, such as those with data sharing agreements, approved by

the BLM. All such reports shall be consistent with the Department of Interior's Formal Standards and the latest edition of BLM Nevada's Guidelines and Standards for Archaeological Inventory for Final Reports of Data Recovery Programs (42 FR 5377-79). All reports shall include site forms and other supporting documentation.

3. Final reports shall be submitted to comply with current Nevada State BLM Guidelines and Standards in both hard copy and digital forms.

G. MONITORING

1. The BLM may monitor actions carried out pursuant to this PA.
2. Any areas that the BLM and Tribes identify as sensitive within phased work areas will be monitored by an appropriate professional cultural resource specialist approved by the BLM or tribal representative during any activities that may affect the area. The HPTP will provide detailed monitoring instructions regarding the identification and NTP procedures outlined in this PA. Monitors shall be empowered to stop work to protect resources if that work is inconsistent with the terms of this PA.
3. Any BLM approved appropriate professional cultural resource or Tribal representative monitoring WPP ground-disturbing activities will:
 - (i.) Not delay the start or cause for the premature cessation of activities as a result of arriving late or leaving early from the assigned job site; and
 - (ii.) Provide their own transportation to and from the job site and it shall be adequate to the nature of the access and location; and
 - (iii.) Have undergone the federally required MSHA safety training and will have in their possession proof of current MSHA training or be escorted onsite. All personnel on the job site will be outfitted with appropriate personal protective equipment. Monitors will provide documented proof of MSHA training to WPP personnel upon request. Failure to produce documentation will be cause for removal from the property; and
 - (iv.) All monitors will abide by BLM and WPP safety, fire and Best Management Practices protocols as detailed in the WPP Environmental Assessment document.
4. The BLM, in consultation with SHPO, WPP, Tribes, and other consulting parties, shall assess potential long-term effects to historic properties attributable to the West Pequop Project. If the BLM determines that there is a potential for long-term adverse effects, WPP shall fund and enable appropriate cultural resources monitoring and patrolling plans in consultation with the BLM. Funding would include all necessary fieldwork for monitoring and patrolling, reports and impact trend analyses of the APE

for all activity areas, or portions thereof. Duration and intensity of monitoring would be determined by the life of the PA. Monitoring would be consistent with BLM/SHPO Protocols and respective HPTPs and CRUPs, as well as guiding regulations of BLM Manual 8130.1 and .13; and BLM Manual 8140.11A3.

H. NOTICES TO PROCEED

1. Notices to Proceed (NTP) may be issued by the BLM to WPP under any of the following conditions:
 - a. The APE (from either a phased work area or the entire undertaking) has been completely inventoried and BLM, in consultation with SHPO and other consulting parties as appropriate, has determined that there are no historic properties within the APE; or
 - b. The BLM, in consultation with SHPO and other consulting parties as appropriate, has determined that the proposed APE, or phased work areas within, of the West Pequop Project will not have an adverse effect on historic properties; or
 - c. The BLM, in consultation with SHPO and other consulting parties as appropriate, has approved a HPTP for all historic properties affected by the undertaking within the phased work areas; and
 1. The fieldwork phase of the treatment option has been completed; and
 2. BLM has accepted a summary description of the fieldwork performed including a schedule for the reporting of that work; and
 3. The BLM shall provide a copy of the summary to SHPO; and
 4. The SHPO shall review the summary and if the SHPO concurs or does not respond within two working days of receipt, BLM shall assume concurrence and issue the NTP; and
 5. WPP shall not begin any ground disturbing activities within the 50 meter radius of any historic property until a NTP is issued for the property; and
 6. WPP has posted a surety acceptable to BLM for post fieldwork costs of the treatment plan.
 - d. Areas that have not been released will be clearly marked in the field for avoidance until the conditions outlined above have been met. A standard avoidance buffer for these areas will be 50 meters.

I. TIME FRAMES

1. BLM will review all inventory report submitted under Stipulation D.2 within 30 days of receipt. Upon BLM approval, the inventory report will be submitted by BLM to SHPO for a 30-calendar day review and comment period. All parties shall retain the confidentiality of site locations and nature in accordance with Section 9 of the Archaeological Resources Protection Act of 1979 (as amended).
2. BLM shall submit the results of all identification and evaluation efforts, including discovery situations, and treatment plans to Tribes and other consulting parties, as appropriate, for a 30-day concurrent review and comment period.
3. BLM shall provide SHPO with copies of any comments received from consultation with the other consulting parties as described in Stipulation I.2. The SHPO shall have 10 calendar days to review the comments.
4. BLM will notify WPP of the status of these efforts.

J. SURETY BONDS

1. The terms of any Notice to Proceed issued by the BLM for the Project phased work areas in accord with Stipulation H shall provide for the posting of sureties for the protection of cultural properties, as set forth below.
2. WPP shall, when required by the BLM, post a surety with the BLM in an amount sufficient to cover all post-fieldwork costs associated with implementing a treatment plan or other mitigation activities, as negotiated by WPP when they contract for services in support of this PA. Such costs may include, but are not limited to post-field analyses, research and report preparation, interim and summary reports preparation, and the curation of project documentation and artifact collections in a BLM-approved curation facility.
3. The surety posted shall be subject to forfeiture if the post-fieldwork tasks are not completed within the time established by the treatment option selected; provided, however, that the BLM and WPP may agree to extend any such time periods. The BLM shall notify WPP that the surety is subject to forfeiture and shall allow WPP 15 days to respond before action is taken to forfeit the surety.
4. The surety shall be released, in whole or in part, as specific post-fieldwork tasks are completed and accepted by the BLM, in consultation with the SHPO and other consulting parties as appropriate.

K. NATIVE AMERICAN CONSULTATION

1. BLM will consult with Tribes on all activities outlined within this Agreement under the procedures set forth in BLM manual 8120 and handbook H-8120-1. The BLM shall consult with Tribes to identify properties considered to be of traditional religious and cultural importance within the boundaries of the APE.
2. Should BLM determine that the collection of ethnographic data in order identify, evaluate and treat historic properties be necessary during the course of consultation, WPP will contract an ethnographer meeting Secretary of the Interior standards as outlined in 36 CFR 61.
3. Information considered proprietary by Tribes will be held confidential by BLM to the extent provided for under federal law.

L. DISPUTE RESOLUTION

1. Should any signatory or concurring party to this PA, object at any time to any activities proposed pursuant to the terms of this PA, the BLM shall consult with the objecting party and the SHPO to resolve the objection. If the BLM determines that the objection 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 objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, BLM shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. BLM will then proceed according to its final decision.
 - b. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, BLM may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, BLM shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
2. The BLM's responsibilities to carry out all other actions under this PA that are not the subject of an ongoing dispute remain unchanged.

M. AMENDMENT

Any signatory to this PA may request that this Agreement be amended, whereupon the Parties will consult to consider such amendment. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

N. TERMINATION

If any signatory to this PA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation M, above to avoid termination. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the agreement upon written notification to the other signatories. In the event that the PA is terminated, the BLM shall comply with the provisions of the current Protocol and applicable NHPA regulations.

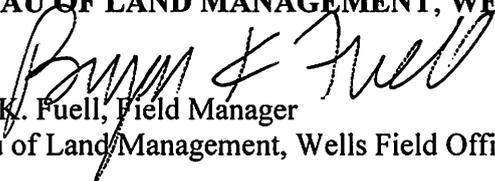
O. DURATION

This PA shall become effective on the date of the last signature of a Signatory below, and shall remain in effect for a period of ten (10) years or unless terminated in accordance with Stipulation N. If the West Pequop Project has not been initiated within the ten-year period, this Agreement will automatically terminate. Ninety days prior to the conclusion of the ten-year period, BLM will notify all parties in writing of the upcoming anniversary. If proposed actions in the APE are not completed prior to such time, the BLM shall consult with the other signatories to reconsider the terms of the PA and amend it in accordance with Section M above. The BLM shall notify the signatories as to the course of action it will pursue.

EXECUTION of this PA by the BLM and SHPO and implementation of its terms evidence that the BLM has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORY PARTIES:

BUREAU OF LAND MANAGEMENT, WELLS FIELD OFFICE

By: 
Bryan K. Fuell, Field Manager
Bureau of Land Management, Wells Field Office

Date: 3/13/12

NEVADA STATE HISTORIC PRESERVATION OFFICER

By: 
Ronald M. James
State Historic Preservation Officer

Date: 3-26-12

CONCURRING PARTIES:

WEST PEQUOP PROJECT JV, LLC

By: 
Gregg Loptien
US Exploration Manager

Date: 9 March 2012

CONFEDERATED TRIBES OF THE GOSHUTE RESERVATION

By:
Tribal Chair

Date:

DUCKWATER SHOSHONE TRIBE

By:
Tribal Chair

Date:

DUCKVALLEY SHOSHONE PAIUTE TRIBE

By:
Tribal Chair

Date:

ELKO BAND COUNCIL

By:
Tribal Chair

Date:

TE-MOAK TRIBE OF THE WESTERN SHOSHONE

By:
Tribal Chair

Date:

WELLS BAND COUNCIL

By:
Tribal Chair

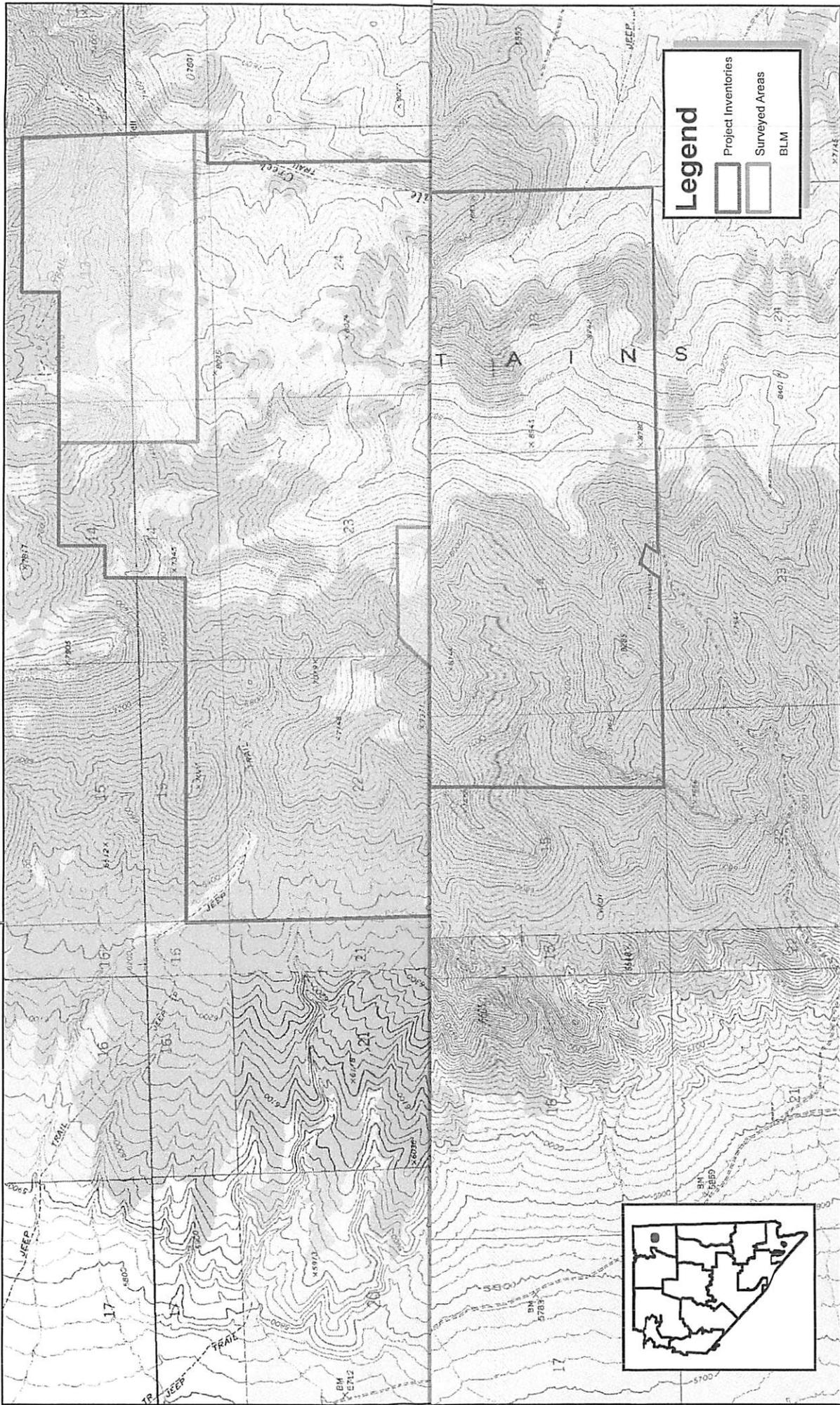
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APPENDIX A

AREA OF POTENTIAL EFFECT FOR CULTURAL RESOURCES MAP

West Pequop Exploration Project APE

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Wells Field Office, Elko District
February 28, 2012

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