

MEMORANDUM OF AGREEMENT
BETWEEN BUREAU OF LAND MANAGEMENT,
ELKO DISTRICT OFFICE, TUSCARORA FIELD OFFICE (BLM)
AND THE
NEVADA HISTORIC PRESERVATION OFFICER (SHPO)
AND
GOLD STANDARD VENTURES CORPORATION
REGARDING
RAILROAD MINERAL EXPLORATION

WHEREAS, BLM plans to permit Gold Standard Ventures Corporation (GSV) to conduct mining exploration activities on public (BLM) lands in Elko County, Nevada, and this mineral exploration is an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470f, and its implementing regulations, 36 CFR Part 800; and

WHEREAS, BLM has defined the undertaking's Area of Potential Effect (APE) as described in Appendix A; and

WHEREAS, a Cultural Resource Inventory has been conducted throughout the APE to locate, identify, record, and evaluate for eligibility for inclusion in the National Register of Historic Places (NRHP) all historic properties and/or Traditional Cultural Properties (TCPs); and

WHEREAS, BLM has identified 12 historic properties and 1 unevaluated site with the APE. The properties are eligible for the NRHP under the stated criterion: [(26EK3587 (criteria d); 26EK12290 (criteria a); 26EK12291 (criteria a&d); 26EK12292 (criteria a); 26EK12293 (criteria d); 26EK12298 (criteria a); 26EK12302 (criteria a); 26EK12303 (criteria a); 26EK12596 (criteria d); 26EK12597 (criteria a); 26EK12598 (unevaluated due to safety issues); 26EK12600 (criteria a); 26EK12601 (criteria c & d); and

WHEREAS, BLM has determined that the undertaking will have no planned adverse effect on historic properties, unevaluated sites, or TCPs that are eligible for the NRHP, and has consulted with the SHPO pursuant to 36 CFR part 800; and

WHEREAS, BLM has consulted with GSV, regarding the effect of the Undertaking on historic properties and has invited them to sign this Memorandum of Agreement as an invited Signatory; and

WHEREAS, BLM has not invited the Advisory Council on Historic Preservation (ACHP) to consult on this Undertaking as it does not reach the threshold of involvement, pursuant to the Programmatic Agreement among the Bureau of Land Management, the Advisory Council on Historic Preservation, and the National Conference of State Historic Preservation Officers regarding the manner in which BLM will meet its responsibilities under the National Historic Preservation Act; and

WHEREAS, the consulting parties agree that it is in the public interest to expend funds to implement this project through the management and protection of historic properties through avoidance and to mitigate unplanned adverse effects of the project through treatment (including archaeological excavation); and

NOW, THEREFORE, BLM and SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to protect historic properties, TCPs, and unevaluated sites from adverse effects:

I. MANAGEMENT AND PROTECTION THROUGH AVOIDANCE

- A. All known historic properties and the unevaluated site must be avoided and remain undamaged during exploration, mining, and reclamation activities unless those properties or the unevaluated site has undergone treatment (including a Historic Preservation Treatment Plan, archaeological excavation, data recovery, curation of artifacts, complete reporting, etc.).
- B. Avoidance will be defined as no disturbance within 30 meters of the property's or the unevaluated site's external boundaries; and will include no maintenance, road alteration, or rutting of existing roads in those areas that transverse historic properties or the unevaluated site.
- C. GSV will train employees and contractors during safety training prior to construction of roads and drill pads in their responsibilities to protect cultural and historic resources and enforce GSV's policy against off-road cross-country travel and the removal of artifacts.

II. ANNUAL MONITORING

- A. The cultural resource management (CRM) firm hired by GSV will meet BLM's and the Secretary of the Interior's standards and will monitor all historic properties and unevaluated sites annually.
- B. Any damage or adverse effect to historic properties or the unevaluated site will require that the resource to undergo treatment (including a Historic Preservation Treatment Plan, archaeological excavation, data recovery, curation of artifacts, complete reporting, etc.) within one year of damage discovery.
- C. If BLM, in consultation with SHPO, determines that a property or unevaluated site has been adversely affected then an appropriate treatment and mitigation plan (HPTP) shall be prepared by the CRM firm. HPTPs 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. In addition, the HPTP will be accompanied by the original National Register evaluation. GSV's contractor shall procure all appropriate BLM permits prior to initiation of any treatment.
- D. Reporting on all monitoring activities, findings, and recommendations will be submitted to BLM by the contractor within 30 days of completion of monitoring activities.
- E. GSV would fund annual monitoring and any treatment if necessary.

III. DURATION

This MOA will expire when the stipulations are completed or in ten (10) years from the date of its execution, whichever comes first.

IV. POST-REVIEW DISCOVERIES

- A. Any unplanned discovery of cultural resources, items of cultural patrimony, sacred objects or funerary items requires that all activity in the vicinity of the find ceases and BLM be notified immediately with written confirmation to follow. The location of the find would not be publicly disclosed, and any human remains will be secured and preserved in place until a Notice to Proceed is issued by BLM.
- B. If potential historic properties are discovered BLM, in consultation with SHPO and GSV, shall mitigate potential adverse effects through avoidance. If avoidance is not practicable, the historic property will be treated according to approved plan(s) that meet the requirements of Stipulation II.C above.

V. DATA AND INFORMATION SHARING

Information on the location and nature of all cultural resources and information considered proprietary by Tribal entities, BLM, or received through Government-to-Government consultation, will be held confidential to the extent provided by Federal and State law. GSV will ensure the security and confidentiality of site locations and other sensitive information.

VI. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, BLM shall consult with such party to resolve the objection. If BLM determines that such objection cannot be resolved, BLM will utilize Section 14 of the current Nevada State Protocol Agreement that exists between BLM and SHPO in Nevada.

VII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VIII. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to develop an amendment per Stipulation VII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories

- A. Once the MOA is terminated, and prior to work continuing on the undertaking within 30 meters of where a historic property is located and for which a Notice to Proceed has not been issued, BLM must either (a) execute an MOA pursuant to 36 CFR § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. BLM shall notify the signatories as to the course of action it will pursue.

EXECUTION of this MOA by BLM and SHPO, and implementation of its terms, evidence that BLM has taken into account the effects of this undertaking on historic properties.

SIGNATORY PARTIES:

BUREAU OF LAND MANAGEMENT, TUSCARORA FIELD OFFICE MANAGER

By: Richard E. Adams Date: 12/12/12
Richard E. Adams, Field Office Manager

NEVADA STATE HISTORIC PRESERVATION OFFICE

By: Rebecca Thomas, Deputy Date: 12/17/12
Ronald M. James, State Historic Preservation Officer

INVITED SIGNATORY PARTY:

GOLD STANDARD VENTURES CORPORATION

By: David C. Mathewson Date: Dec. 11, 2012
David C. Mathewson
VP Exploration
GSV USA Limited d/b/a in Nevada as Gold Standard Ventures Corporation

APPENDIX A

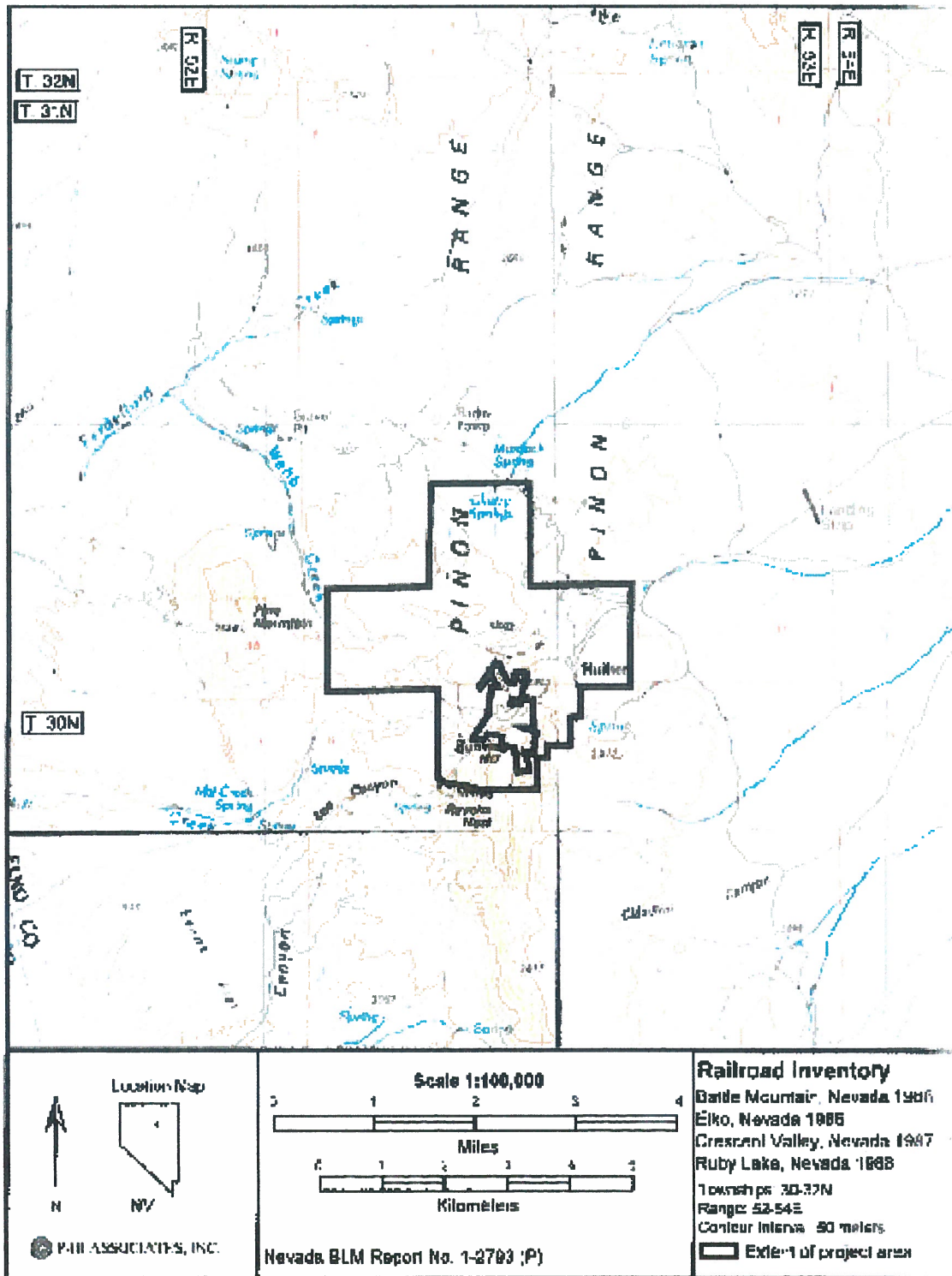


Figure A-1. Portions of the U.S.G.S. Battle Mountain, Nevada 1988, Elko, Nevada 1985, Crescent Valley, Nevada 1987, and Ruby Lake, Nevada 1988 1:100,000 topographic maps, showing the general location of the project area in Elko County, Nevada.