

MEMORANDUM OF AGREEMENT

**BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT WINNEMUCCA DISTRICT OFFICE
AND NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
RYE PATCH GOLD OREANA EXPLORATION PROJECT**

WHEREAS, the United States Department of the Interior, Bureau of Land Management, Winnemucca District Office (BLM) plans to permit the Oreana Exploration Project (Project) for Rye Patch Gold US Inc. (RPG) located in Pershing County, Nevada thereby making the Project an undertaking subject to review under 54 U.S.C. § 306108, and its implementing regulations; and

WHEREAS, this Memorandum of Agreement (MOA) will be executed before BLM signs the Record of Decision for the Environmental Assessment (EA) authorizing RPG's Project; and

WHEREAS, the Project will consist of mineral exploration activities on public and private lands in two separate areas of the Humboldt Range in Pershing County, Nevada: 1) the 12,725-acre Lincoln Hill Project Area; and 2) the 9,600-acre Wilco Project Area; and

WHEREAS, BLM has defined the Project's area of potential effects (APE) as all geographic areas within which the Project may have direct or indirect effects to historic properties (Appendix A: Figure 1). The BLM has determined that the direct APE is the 22,325-acre area of land within the Lincoln Hill and Wilco Project boundaries and the indirect APE is the 50,662-acre that includes the Lincoln Hill and Wilco direct APE and one mile beyond (Appendix A); and

WHEREAS, the BLM, in consultation with the Nevada State Historic Preservation Officer (SHPO), has determined there will be adverse effects from the Project to historic properties; and

WHEREAS, implementation of the Project will directly adversely affect two historic properties: 1) the Summit/Upper Forvilly Mine (CrNV-02-12968/26PE4182); and 2) the Lincoln Hill Mine (CrNV-02-12969/26PE4182); These sites have been determined to be independently eligible for the National Register of Historic Places (NRHP) under the Secretary's Significance Criterion A and as contributing elements to the NRHP-eligible Rochester Cultural District (RCD) (CrNV-02-12593/D-177) under Criteria A and D; and

WHEREAS, implementation of the Project will indirectly adversely affect seventeen (17) historic properties. These include a segment of the California National Historic Trail (CNHT) (CrNV-02-3305/26PE4156) that has been determined to be eligible for the NRHP under Criteria A and D, and the Champion Mine (CrNV-02-13344), an unevaluated historic mine that is being treated as NRHP eligible under all four criteria until it is evaluated. Additionally, fifteen (15) contributing elements of the RCD (CrNV-02-12593/D-177) that have been determined eligible for the NRHP under Criteria A and D will be indirectly adversely affected by the Project: CrNV-02-8571/26PE3319 (Utility Line); CrNV-02-12598/26PE4136 (Mine Complex); CrNV-02-12711/26PE4225 (Buck and Charley Mine); CrNV-02-12725/26PE4239 (Mine Complex); CrNV-02-12747/26PE4261 (Raven Mine); CrNV-02-12968/26PE4182 (Summit/Upper Forvilly Mine); CrNV-02-12969/26PE4183 (Lincoln Hill Mine); CrNV-02-12972/26PE4186 (Looney Mine); CrNV-02-12977/26PE4191 (Rochester Canyon to Limerick Canyon Road); CrNV-02-12997/26PE4211 (Octopus Mine); CrNV-22-402/26PE2145 (East Rochester); CrNV-22-

4230/26PE2143 (Packard Mine Settlement); CrNV-02-11051/26PE3679 (High Line Road); CrNV-02-12794 (Central Rochester); and CrNV-02-3241/26PE804 (Black Knob Springs); and

WHEREAS, the BLM has determined that the Project does not meet the regulatory requirements for the participation of the Advisory Council on Historic Preservation (ACHP) identified in the Nationwide Programmatic Agreement (Section 5, 2012 as amended) and thus the ACHP has not been notified; and

WHEREAS, the BLM has consulted with RPG regarding the effects of the Project on historic properties and invited RPG to sign this Memorandum of Agreement (MOA) as an invited signatory; and

WHEREAS, jointly the BLM, the SHPO, and RPG shall be called the signatories and individually as signatory or by their name; and

NOW, THEREFORE, it is mutually agreed by the signatories to this MOA that the Project shall be implemented in accordance with the following stipulations in order to take into account the effects of the Project on the historic properties identified above.

STIPULATIONS

BLM shall ensure that the following stipulations are implemented:

- I. Historic Properties Treatment Plan (HPTP) Implementation
 - A. The BLM, in consultation with the SHPO, has developed an HPTP (Appendix B) for the historic properties that cannot be avoided by the Project and that will be adversely affected.
 - B. The schedule for completion of tasks and deliverables (see Appendix B, Giambastiani and Whorton 2017: Table 2) will be revised by RPG and the cultural contractor, and approved by the BLM, to accurately reflect the start dates, weeks of fieldwork, archival research, report completion, and development of interpretive panels. RPG shall submit the revised schedule to the BLM for review and approval. If changes are needed after the start date due to any unforeseen circumstances associated with the Project and the schedule, the dates will be revised accordingly by RPG and the cultural contractor and submitted to the BLM for review and approval by the BLM. The BLM shall provide the revised schedule to all signatories to this MOA and incorporate it into Appendix B. This revision will not require an amendment to the MOA per Stipulation V below.
 - C. RPG shall ensure that the cultural resource management (CRM) firm they hire completes the treatments and data recovery as outlined in the HPTP.
 - D. RPG shall provide a bond to ensure completion of implementation of the HPTP. The value of the bond will be based on and not exceed the budget agreed upon by RPG and the BLM for completion of all NHPA related mitigation, including curation of any collected artifacts. The purpose of the bond is to provide funding to complete the mitigation and curation as described in the HPTP.

II. Progress Reports and Notices to Proceed

- A. RPG shall ensure that the cultural contractor they hire will provide Progress Reports to the BLM and RPG as each task in the HPTP is completed. The BLM has five (5) business days to review and comment on the progress reports. RPG shall ensure that the cultural contractor addresses any comments raised by the BLM within five (5) business days of receipt.
- B. RPG will ensure that the cultural contractor regularly coordinates with the BLM during development, fabrication, and installation phases of interpretive panels. The cultural contractor will submit draft and final text, graphics and layout to the BLM for review. The cultural contractor will coordinate all comments on drafts with BLM before forwarding to a graphic artist. The BLM will include interpretive panels in an appendix to final treatment report sent to SHPO.
- C. The BLM may issue Notices to Proceed (NTP) to RPG after the BLM and the SHPO have had the opportunity to review the following to ensure conformance with the HPTP:
 1. RPG, through its cultural contractor, shall provide a summary of the fieldwork (i.e., surface reconnaissance, photo-documentation, detailed mapping, and site recordation when appropriate) and request an NTP for each historic property as it is completed. RPG shall submit the fieldwork summary and NTP request to the BLM within five (5) business days of completion of fieldwork.
 2. BLM shall complete their review of the fieldwork summary and NTP request within five (5) business days of receipt. The BLM Project archeologist will determine if the fieldwork satisfies the requirements of the HPTP. RPG shall ensure that the cultural contractor addresses any comments raised by the BLM within five (5) business days of receipt.
 3. BLM will forward to the SHPO the fieldwork summary and the BLM's intention to issue an NTP and request concurrence from the SHPO. The SHPO shall complete their review within (5) five business days.
 4. If the SHPO identifies any concerns, the BLM will work with them to resolve the issues.
 5. If the SHPO does not respond within five (5) business days from date of receipt, the BLM may issue the NTP.
 6. RPG shall not begin any ground disturbing activity within 50 meters of the Summit/Upper Forvilly Mine (CrNV-02-12968/26PE4182), the Lincoln Hill Mine (CrNV-02-12969/26PE4183), or the Champion Mine (CrNV-20-13344), as defined in the HPTP (Giambastiani and Whorton 2017), until the BLM issues a NTP.

III. Discoveries

- A. Inadvertent discoveries or unanticipated adverse effects during implementation of the HPTP will be addressed in accordance with the process outlined in the HPTP and/or the Native American Graves Protection and Repatriation Act Plan of Action (NAGPRA POA).
- B. In the event that inadvertent discoveries are made, or unanticipated adverse effects are determined that cannot be addressed by the HPTP or the NAGPRA POA, then the processes outlined in 36 CFR 800.13(b)(2) or the NAGPRA regulations at 43 CFR 10.3 and 43 CFR 10.4, as appropriate, shall be implemented.
- C. Human remains and associated grave goods discovered on private land will be handled according to the provisions of Nevada Revised Statutes 383. This MOA is intended to meet the terms found in NRS 383.121 as amended (Chapter 523, Statutes of Nevada 2017, page 3544) for an “existing agreement with a federal agency that was executed pursuant to federal law and that relates to the discovery of prehistoric native Indian human remains or a funerary object”. Execution of this MOA means that the provisions for notification found in NRS 383.121, as amended, do not apply. Standard notification requirements found in NRS 383.150 to NRS 383.190, amended, do apply.

IV. Dispute Resolution

- A. Should any signatory object to any proposed actions or to the manner in which the terms of this MOA are implemented, the BLM shall consult with the objecting party to resolve the objection. If either the objecting party or the BLM determines the objection cannot be resolved, the following actions may be taken:
 - 1. The BLM shall forward all of the documentation relevant to the dispute to the ACHP. The ACHP shall provide the BLM and the objecting party its advice on resolution of the objection within 30 days of receipt of adequate documentation. Prior to reaching a final decision on the dispute, the BLM shall prepare a written response that takes into account the advice provided by the ACHP and any comments from signatories or concurring parties to this MOA. The BLM shall provide the written response to all signatories and concurring parties. The BLM shall then proceed according to its final decision.
 - 2. If the ACHP does not provide advice regarding the dispute within 30 days, the BLM may make a final decision provided it has taken into account the comments provided by the signatories and concurring parties. The BLM shall provide all parties and ACHP with the final written decision and proceed accordingly.
 - 3. BLM’s responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of a dispute will remain unchanged.

V. Amendments

This MOA may be amended with the written consent of the signatories. Any amendment shall be effective on the date a copy is signed by all of the signatories. The BLM shall provide a copy to the ACHP.

VI. Termination

- A. If any signatory to this MOA determines that its terms will not or cannot be carried out, that signatory shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation V, 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 signatory and invited signatory.

Once the MOA is terminated, and prior to work continuing on the undertaking, the 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. The BLM shall notify the signatories as to the course of action it will pursue.

VII. Duration

This MOA shall become effective upon execution by the BLM, the SHPO and shall expire if its stipulations are not carried out within four (4) years from the date of full execution or unless it is terminated under Stipulation VI. At such time, and prior to work continuing on the Project, BLM shall either (a) execute a MOA pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Prior to such time, BLM may consult with the SHPO and RPG to reconsider the terms of the MOA and amend it in accordance with Stipulation V above. BLM shall notify the SHPO and RPG as to the course of action it will pursue.

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

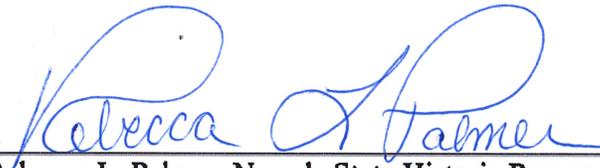
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SIGNATORIES

Department of the Interior, Bureau of Land Management, Winnemucca District Office


By: Ester McCullough, BLM Winnemucca District Manager 7/18/18
Date:

Nevada State Historic Preservation Office


By: Rebecca L. Palmer, Nevada State Historic Preservation Officer 07/18/18
Date:

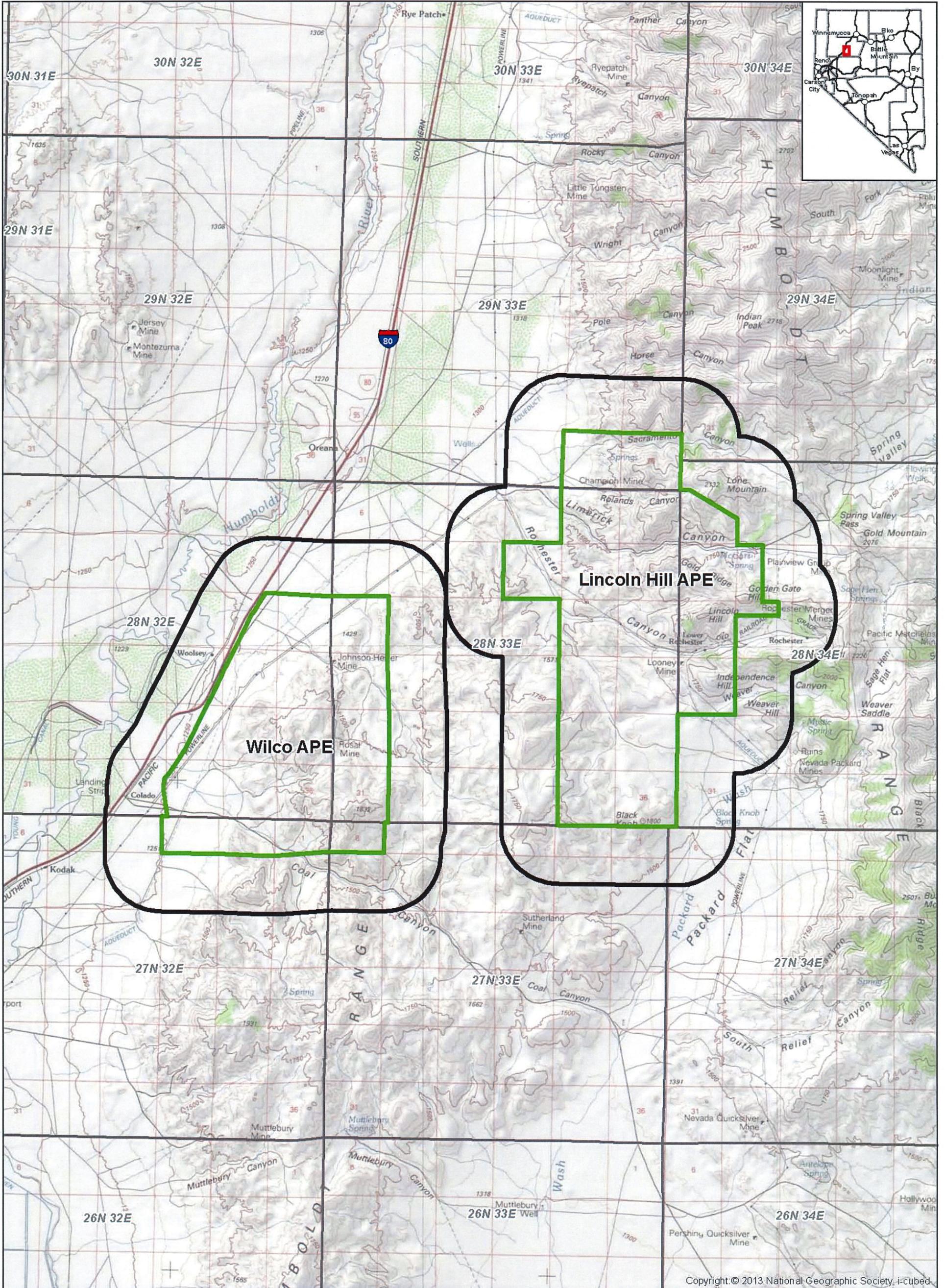
INVITED SIGNATORY

Rye Patch Gold US Inc.


By: Douglas M Jones, EVP and COO, Alio Gold Corp Jun 28 2018
Date:

APPENDIX A:

FIGURE 1: MAP OF THE PROJECT'S APE



Explanation
 Direct APE
 Indirect APE

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 When printed at 11" x 17"

RYE PATCH GOLD US INC.
 OREANA EXPLORATION PROJECT
 Project Vicinity

Copyright: © 2013 National Geographic Society, i-cubed
 DocId: 08/29/2017
 Rev'd: 08/29/2017
 Date: 08/29/2017
 Project No.: 65L
 File No.: 3286
 Figure 1



APPENDIX B:

HISTORIC PROPERTIES TREATMENT PLAN

This attachment contains information that may be exempt from
Freedom of Information Act requests.

Please consult the appropriate federal agency to obtain this information.