

COLLABORATIVE AGREEMENT
2020 UPDATE

THIS COLLABORATIVE AGREEMENT – 2020 UPDATE (this “Agreement”) is dated as of _____, 2020, and is among the Confederated Tribes of the Goshute Reservation, the Duckwater Shoshone Tribe, the Ely Shoshone Tribe, the Fort McDermitt Paiute Shoshone Tribe of Nevada and Oregon, the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, the Te-Moak Tribe of Western Shoshone: Battle Mountain Colony, Elko Colony, South Fork Indian Reservation and Wells Colony, and the Yomba Shoshone Tribe (collectively, the “Signatories”) and Nevada Gold Mines LLC (“Nevada Gold Mines”) with reference to the following:

A. The Signatories and Nevada Gold Mines have been carrying on a dialogue to discuss and exchange ideas (hereafter, the “Dialogue”). The mission statement for the Dialogue is as follows:

To discuss and exchange ideas in a positive atmosphere to develop a better understanding of the Western Shoshone, Goshute and Paiute way of life and gold mining operations. This forum is to provide an opportunity to express thoughts and concerns that will be heard in a composed atmosphere. We agree to respect the unique concerns of individuals whose intention is to provide for the wellness and future of their communities. We understand that not all Tribes, Bands, and/or members of the signatory Tribes/Bands will participate in this dialogue, and that will be respected.

The Signatories and Nevada Gold Mines desire that the Dialogue continue to foster collaboration and deepen mutual understanding and respect. To avoid confusion, the Signatories are referred to separately from the Western Shoshone, Goshute and Paiute people or culture, which are referred to simply as the “Western Shoshone, Goshute, and Paiute”.

B. Nevada Gold Mines is a company in the business of gold mining. Nevada Gold Mines operates the following mines in Nevada: Long Canyon, Carlin, Cortez, Phoenix/Lone Tree and Turquoise Ridge. Nevada Gold Mines is also exploring for additional mineral deposits. Most of Nevada Gold Mines’ mines and exploration work is in an area of the country historically and traditionally inhabited by Western Shoshone, Goshute, Shoshone Paiute, and Paiute Shoshone people.

C. Nevada Gold Mines acknowledges and desires to understand and respect Western Shoshone, Goshute and Paiute cultural values and concepts, such as “We are the people and our histories are different.” “We come from various/different places.” “We come from all over and that’s okay” “We are here”. (For native language phrases see Exhibit A.)

D. The Signatories desire to better understand Nevada Gold Mines’ mining operations.

E. Nevada Gold Mines respects the Signatories’ right to oppose Nevada Gold Mines’ projects and activities in the courts, agencies, or legislatures, regardless of any benefits received

from Nevada Gold Mines under this Agreement. The Signatories respect Nevada Gold Mines' plans to continue conducting its operations in accordance with applicable regulations and laws.

F. Nevada Gold Mines and the Signatories agree that their relationship with one another is an important step for each to achieve success and each desire by this Agreement to memorialize certain things they have agreed to through the Dialogue.

WHEREFORE, based on the recitals and desires outlined above, the Signatories and Nevada Gold Mines agree as follows:

1. GENERAL AGREEMENTS

(a) Mutual Cultural Awareness. The Signatories and Nevada Gold Mines agree to develop a shared educational process by providing cultural awareness training that includes learning more about the Western Shoshone, Goshute, and Paiute people and culture and about what is entailed in Nevada Gold Mines' mining operations. Nevada Gold Mines will provide employees to receive such training and persons who can provide the mining awareness training to the Western Shoshone, Goshute, and Paiute. The Signatories will provide members of their respective Tribes and Bands to receive training and Elders and others who will provide the cultural training to Nevada Gold Mines personnel. This training will be made available at periodic intervals in the future so that all who require or seek such information are able to access it

(b) Effect on Dialogue Participants' Rights to Challenge Nevada Gold Mines Projects. The Signatories and Nevada Gold Mines understand and acknowledge that the Dialogue is independent of any regulatory or legal action. By signing this Agreement, accepting benefits under the Agreement, and/or participating in the Dialogue, the Signatories do not give up the right to challenge Nevada Gold Mines' activities and projects in the courts, agencies and legislatures.

(c) Access Through and/or Around Operations. The Signatories and Nevada Gold Mines agree and respect that there may be Western Shoshone, Goshute and Paiute prayers and other traditional ceremonies necessary in areas of cultural concern located on or near Nevada Gold Mines properties. The Signatories and Nevada Gold Mines agree that access will be allowed through and/or around Nevada Gold Mines' operations for traditional activities and other Western Shoshone, Goshute, and Paiute purposes. At all times, the safety of visitors and Nevada Gold Mines employees will be the highest priority. The Signatories acknowledge that good and timely communications procedures are necessary and must be developed so that Nevada Gold Mines can safely provide access and misunderstandings and disappointments can be avoided. The Signatories will work with Nevada Gold Mines to finalize proper notice procedures and will advise the Signatories on how to use these procedures.

(d) Reclamation. Nevada Gold Mines acknowledges that when land is disturbed it must be restored to healthy conditions. Nevada Gold Mines agrees to conduct mitigation, reclamation and rehabilitation of its existing and future mine sites to, at least, the standards required by applicable law and, to that end, Nevada Gold Mines commits to meaningful discussions with representatives of the Signatories' communities before any new

reclamation plan is submitted to the State of Nevada or the Bureau of Land Management. The Signatories will designate representatives for reviewing reclamation plans and ensure that they provide timely comments. In addition, Nevada Gold Mines will invite the Signatories to encourage Western Shoshone, Goshute, and Paiute businesses to bid on reclamation work.

(e) The Cultural Advisory Group. Nevada Gold Mines and the Signatories have established a Cultural Advisory Group with whom Nevada Gold Mines can interact when it develops new mining projects. The group meets at regular intervals and discusses issues of mutual interest related to the Western Shoshone, Goshute, and Paiute cultures. The Signatories will designate representatives for such interaction and ensure they provide timely feedback. Nevada Gold Mines will arrange for facilitation of the meetings of the Cultural Advisory Group.

(f) Employment Opportunities. Nevada Gold Mines will establish programs designed to increase the potential for members of the Signatories' communities to participate effectively in employment opportunities at Nevada Gold Mines' mines. The Signatories will assist by publicizing the programs and encourage members of their Tribes and Bands to participate. Nevada Gold Mines will also support some training activities for members of the Signatories' communities that will increase their potential for finding employment in the mining industry.

(g) Commercial Ventures. Nevada Gold Mines will work with the Signatories to identify opportunities and build capacity for developing business ventures involving the Tribes and Nevada Gold Mines' mines. Nevada Gold Mines will also support some programs that are designed to build the capacity of the Signatories, and individual members of their communities, to effectively manage business enterprises. The Signatories will publicize this effort among their members and encourage members to participate in related capacity building efforts.

(h) Community Wellness Programs. The Signatories acknowledge that Nevada Gold Mines has made contributions to the needs of the Signatories' communities in the past and that there are ongoing projects where Nevada Gold Mines continues to do so in a meaningful way. Nevada Gold Mines desires to continue contributions to the wellness of the Signatories' communities into the future. The Signatories will continue to assess the needs of their communities and provide Nevada Gold Mines with proposals for projects that are aligned with Nevada Gold Mines' Community Development Strategy for Social Investment funding in the areas of: Education, Health, Environment, Cultural Heritage, Economic Development with a commitment from the Signatories to adhere to the strategy filters of Partnership, Accountability, and Sustainability for all Social Investment request proposals. In addition, the Signatories may prepare proposals following the above guidance for educational programs that are not eligible for funding by the Foundation (as defined below). Nevada Gold Mines and the Signatories agree to participate in future good faith negotiations that may result in the formalization of an impact-benefit type of agreement, which defines a funding level commitment by Nevada Gold Mines for community wellness programs and also provides commitments in return by the Signatories.

(i) Continuing Dialogue. The Signatories and Nevada Gold Mines agree to continue developing and deepening relationships through on-going Dialogue sessions if Nevada Gold Mines continues to operate mines in Northern Nevada. At a minimum, Nevada Gold

Mines will support and participate in Dialogue sessions with the Signatories in a manner like and as frequently as it does with any other community.

2. THE NATIVE AMERICAN SCHOLARSHIP FOUNDATION.

(a) The Scholarship Foundation. The predecessor of Nevada Gold Mines established the Western Shoshone Scholarship Fund (the "Foundation") which has been (or will be) renamed (as approved by the Signatories, Nevada Gold Mines and the board of the Foundation) because of the addition of other signatories to the Collaborative Agreement. The Foundation is a registered non-profit corporation which is governed by a board of directors representing the Signatories and Nevada Gold Mines.

(b) Funding. Nevada Gold Mines has made and will continue to make, so long as resources are available, contributions to the Foundation on a quarterly basis in amounts sufficient to meet the purposes of the Foundation. The source of these contributions will be from revenue derived from Nevada Gold Mines' current and future mines located in the areas traditionally inhabited by the Signatories. (See Exhibit B for copy of Funding Agreement.)

(c) Purpose. The purpose of the Foundation is to provide scholarships for eligible Western Shoshone, Goshute, and Paiute students from the Signatories' communities to assist in their pursuit of post-secondary education at an accredited college, university, vocational school, or other institute of learning. The target amount for scholarship awards are \$6,000 per school year for students pursuing 2-year educational programs, accredited vocational programs, 4-year educational programs or post-graduate programs. Payments for each annual award level will be issued on a semester basis in two equal amounts of \$3,000 per semester.

(d) Eligibility. To receive a scholarship from the Foundation, children of enrolled members of the Signatories must meet the eligibility requirements established by Nevada Gold Mines and the Signatories. Nevada Gold Mines and the Signatories agree to use good faith efforts to investigate the feasibility of modifying the eligibility requirements so long as these modifications are agreeable to all the parties hereto, the purpose and long term sustainability of the Foundation are not compromised and the changes can be made under applicable regulations and laws. Nevada Gold Mines and the Signatories will attempt to define eligibility in a manner that allows children of enrolled members of the Signatories who do not live in the same communities to remain eligible for scholarships so long as all other requirements are met.

(e) Participation and Cooperation. The Signatories agree to continue to work with Nevada Gold Mines to make the arrangements necessary for the proper administration of the Foundation, including appointing representatives willing and able to serve on the board and committees of the Foundation.

3. MISCELLANEOUS

(a) Future Amendments. It is the hope and intent of the Signatories and Nevada Gold Mines that this Agreement represents a foundation for sincere engagement and productive collaboration and that any party may propose additional terms and other amendments to this Agreement. The parties may agree to amend this Agreement from time-to-time and such

amendments will take effect when a written amendment is signed by all the parties to the Agreement. The entire agreement between the Parties with respect to the subject matter hereof is incorporated in this Agreement.

(b) Consolidation. The terms and conditions of this Agreement hereby amend, supersede, and restate in their entirety the terms and conditions of that certain Collaborative Agreement – 2014 Update dated March 20, 2014 between the parties (the “2014 Agreement”). The 2014 Agreement shall remain effective until the execution of this Agreement by the parties hereto.

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, whether by facsimile or otherwise, shall be deemed an original, but all of which together shall constitute one and same instrument.

(d) Joinder and Consent. The Signatories and Nevada Gold Mines hereby express their sincere desire to have all eligible communities (as determined by the parties to this Agreement) become a party to the Agreement and to thereby formally participate in all of the programs and activities described hereto. Upon execution of the consent, acknowledgement and joinder attached hereto as Exhibit C (the “Joinder”), the community executing the Joinder shall be deemed a signatory hereunder. Upon such execution, the term “Signatories” shall include the community executing the Joinder. The parties to this Agreement consent to the inclusion of the community executing the Joinder and no further consent shall be required.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the Effective Date by the undersigned Signatories and Nevada Gold Mines.

NEVADA GOLD MINES LLC

By: _____
Name: _____
Title: _____
Date: _____

CONFEDERATED TRIBES OF THE GOSHUTE RESERVATION

By: _____
Name: _____
Title: _____
Date: _____

DUCKWATER SHOSHONE TRIBE

By: _____
Name: _____
Title: _____
Date: _____

ELY SHOSHONE TRIBE

By: _____
Name: _____
Title: _____
Date: _____

FORT MCDERMITT PAIUTE SHOSHONE TRIBE OF NEVADA AND OREGON

By: _____
Name: _____
Title: _____
Date: _____

SHOSHONE-PAIUTE TRIBES OF THE DUCK VALLEY INDIAN RESERVATION

By: _____
Name: _____
Title: _____
Date: _____

TE-MOAK TRIBE OF WESTERN SHOSHONE

By: _____
Name: _____
Title: _____
Date: _____

BATTLE MOUNTAIN COLONY

By: _____
Name: _____
Title: _____
Date: _____

ELKO COLONY

By: _____
Name: _____
Title: _____
Date: _____

SOUTH FORK INDIAN RESERVATION

By: _____
Name: _____
Title: _____
Date: _____

WELLS COLONY

By: _____
Name: _____
Title: _____
Date: _____

YOMBA SHOSHONE TRIBE

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Shoshone

“Numa Nuwana, himbeshi numi napi andapusu’u.” (We are the people and our histories are different.)

“Numa no hagavi nada’a.” (We come from various/different places.)

“Numa no haganai bithu pun. Asi gi hagaithu’u.” (We come from all over. And that’s okay.)

“Numa wihu saki.” (We are here.)

Goshute

“Neme Newene, apaise nemi naha pe andapu nataipe.” (We are the people whose histories have changed.)

“Neme nu hakaina nate, neme wiyu saki pite pante.” (We come from Various/different places.)

“Asi kahaikatsi, neme wiyu use sak’i.” (And that’s okay, we are here.)

Paiute

“Ne’mee naa’tuh’wingup ah’ta’usee.” (We are the people and our histories are different.)

“Ne’mee kah’maquase’ yaw’ pe’tuup.” (We come from various/different places.)

“Ke’kum’usee ne’mee yaw pe’tuup.” (We come from all over.)

“Ki’hawnee’yoo - ne’mee yow’.” (And that’s okay. We are here.)

Exhibit B

Funding Agreement

Exhibit C

CONSENT, ACKNOWLEDGMENT, AND JOINDER

The undersigned hereby consents to, acknowledges, and joins the Collaborative Agreement – 2020 Update dated _____, 2020 (the “Agreement”) as if the undersigned had executed the original Collaborative Agreement – 2020 Update together with the other parties thereto.

Dated as of _____, 202__.

[Insert Name of Tribe or Band]

By: _____

Name: _____

Title: _____