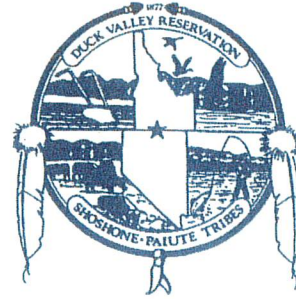


**THE SHOSHONE-PAIUTE TRIBES
OF THE DUCK VALLEY INDIAN RESERVATION**

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November 9, 2020

VIA EMAIL:

Catherine Raw, Chief Operating Officer-NA, craw@barrick.com
Gregg Walker, Executive Director gwalker@nevadagoldmines.com
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Nevada Gold Mines/Barrick
P.O. Box 29
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RE: Grievance: Signing of Nevada Gold Mines/Barrick Proposed Collaborative Agreement

Dear Representatives of Nevada Gold Mines/Barrick,

The Shoshone Paiute Tribes (SPT) of the Duck Valley Indian Reservation is writing in response to a meeting held in Owyhee, Nevada on October 15, 2020 with Nevada Gold Mines' (NGM) Executive Managing Director and their representatives from the Native American Affairs Team to discuss the current proposed draft amendment to the Collaborative Agreement (CA) that NGM requests tribes to sign and endorse.

The Shoshone Paiute Tribal Council presented a PowerPoint of the CA proposal with NGM's CEO, Gregg Walker, to describe and discuss deficiencies in the proposed agreement which also included a review of existing CA elements not being performed by NGM. For a sovereign tribal nation to sign such a document of which the proposing company is not currently following or is not being honored is, simply illogical. It should be expected that a company's existing CA should be followed and the subsequent proposal should build off of what is currently in place. It is the opinion of the Shoshone Paiute Tribal Council that the proposed CA would not serve the people tribal leaders represent - our tribal members.

At the current time, and after discussing these issues, the Te-Moak Tribe of Western Shoshone, consisting of the Wells Band, South Fork Band, Elko Band and Battle Mountain Band, the Confederated Tribes of the Goshute Reservation and the Shoshone Paiute Tribes of the Duck Valley Reservation have all consulted with their respective legal counsels and have been advised not to sign the document in its current state. Following is a line item description of the CA, and where NGM falls short in upholding the terms of the current CA.

- **A. Mutual Cultural Awareness - Not being completed**, there is no current training being given to NGM/Barrick Management of Western Shoshone/Northern Paiute cultural concerns and traditions, nor has there been any interaction with senior NGM Management until the Month of October 2020.
- **B. Right to challenge projects-----Everyone has the right to challenge public land projects.** This item should not even be in the CA. This is a right that every single American has. In addition, the tribes have additional rights to challenge/comment on any project throughout the NEPA process well through the “Life of Mine” and not restricted to the 90-day comment periods to which the rest of the public is restricted. Through tribal sovereignty and the Marshall Trilogy in the form of Government to Government Consultation, the Marshall Trilogy states that there is no greater power in a relationship of that of the US Government and the Tribal Nations. Not even the State of Nevada has this power. The “right to challenge [NGM mine] projects” as offered in the existing CA is offering tribes something over which NGM has no authority-thus is a flawed and attenuated offer. NGM does not have the jurisdiction to offer this as Tribes already possess this inherent power and right.
- **C. Access through and around projects - Access is already in the Record of Decision (ROD) and Bureau of Land Management (BLM) land use plan.** Again, NGM is offering something that they have no power or authority to offer. Access is also a guaranteed right that the tribes and their members are granted through the NEPA process and Indigenous access use contained in the current BLM Resource Management Plan (RMP). In addition, access is provided in the ROD where tribal members have access to religious and cultural sites throughout the project area, and also assures that NGM must maintain the road to such sites, even during the winter season. To offer “access through and around projects” is a guaranteed right that NGM simply does not have authority to grant, except to provide for the safety of access while visiting a site.
- **D. Reclamation - Not in progress with Tribal input (Bank Enabling Agreement (BEA), Pinion Pine Removal).** Tribal Governments were not consulted through this process. The Cultural Advisory Group is not NEPA Consultation. The Bank Enabling Agreement (BEA) is an item where it touches every tribal member that still practices Traditional Harvest of Pinion Nuts for consumption. Although the Cultural Advisory group was taken on tours to see this reclamation work, they were not allowed to see the clear cutting of the trees that NGM is undertaking. Furthermore, the current CA states that tribal businesses were “encouraged to bid on reclamation work.” No Tribal Business, to the knowledge of the tribes listed, was contacted to do so. If they would have been contacted, there is no doubt that selective thinning would have been suggested, other than clear cutting, leaving the stands of Pinion Pine.

- **E. Cultural Advisory Group - Is not working with the intended purpose.** The Cultural advisory group is currently not being used for the intended purpose. They are currently being used to discuss and offer edits to the CA. This body has no business or authority to negotiate a Corporate Social Obligation (the constructs and elements of the CA). The CA is a social obligation that NGM inherited when NGM was created. The purpose for this group was to advise the management of NGM on tribal issues related to future projects. This group was to have cultural knowledge to share with NGM on cultural awareness. The Cultural Advisory group is not a substitute for the NEPA process and Government to Government Consultation, therefore is a flawed approach.
- **F. Employment - Not effectively being implemented for local Tribal Member benefit.** Programs were to be created to assist the tribal members in finding employment within the mining industry. This did happen previously where over 135 tribal members were hired. Historically tribal members from local Western Shoshone tribes were actively recruited and employed. NGM is attempting to claim now that hiring indigenous peoples from other tribes is the same as hiring a local tribal members, but it is not. Other tribes aboriginal lands are not being impacted by NGM. Sharing of benefits includes employment of Western Shoshone/Northern Paiute tribal members. There is no greater benefit that can be shared then that of a job.
- **G. Commercial ventures - No commercial ventures have launched.** There are no tribal businesses, from the tribes listed, that are currently working for NGM. This is a NGM decision to do so, as in the past. This is in the CA but no tribal owned businesses have been involved since 2019. Tribal Businesses want work but cannot break through the current barriers. There are many areas where tribal businesses could play a productive role in mining projects much like they did from 2009 - 2019.
- **H. Community Wellness Programs - Benefit Sharing Agreement is mentioned, as well as, funding for health, education and economic development.** Community Wellness Programs is mentioned in the Cortez Hills ROD under Sustainability Activities. In the ROD it is stated that NGM would maintain active donation and scholarship programs throughout the life of the project. There should be no litmus test for this. This is sharing of benefits. The benefits that a foreign company is afforded as they extract a resource from Indigenous Peoples traditional aboriginal lands. Benefit sharing should be used for building community wellness programs for the people of the lands, just as they were in the years of 2012-2019. Tribes are now being told that if they do not sign this agreement that they may not receive certain benefits. This is a threat that a large foreign company should not be making. The State of Nevada and counties both receive tax benefits in the form of sales and proceed taxes from NGM mining projects but those dollars stop at the reservation line. Where are the benefits for the tribes that have had ties to the land for thousands of years?

- **I. Continuing Dialogue-**
- **Western Shoshone Scholarship Foundation (WSSF).** The WSSF is an independent 501c3 non-profit organization recognized and registered by the Internal Revenue Service (IRS), as well as, the State of Nevada. This foundation is not owned nor is it operated by NGM or Barrick. This belongs to the Western Shoshone tribes. Barrick/NGM contributes to the foundation and have signed a document to do so through the year 2030. This is at the guaranteed rate of \$1.3 Million dollars per year, independent of gold market performance or the financial state of the NGM. This commitment is a \$1.3 Million per year pledge for a 10-year period. To take this foundation and reallocate its purpose is not adhering to the basic agreement of the document signed by the original signatures. It is unjust to give a people something and then take it back just to re-gift it to others. NGM wants to take the tribes that have originally signed the agreement and then add additional tribes to this agreement. Some of the tribes are skeptical of this action as it took so long to come to any agreement, only to see the terms of the agreement fall by the wayside.
- **Amendments**—The current CA states in the document, that the CA may be amended from time to time. It also states that the amendments will take effect when “*a written amendment is signed by all Parties to the agreement.*” Below is an extract from the current agreement. It clearly states that the CA can be amended when the amendment is signed by all parties involved. To date we do not believe that all parties have agreed to sign this document in its current state.

(b) Future Amendments. It is the hope and intent of the Signatories and Barrick 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

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Future Amendments clause of the 2014 Collaborative Agreement

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

Future Amendments clause of the 2014 Collaborative Agreement

A Collaborative agreement is an agreement made in good faith, currently NGM/Barrick is not acting in a Socially Responsible manner. Barrick, historically, has had a better reputation than what is currently being presented. Collaboration is also a significant and important business decision. We would like to remind the company that no one has the right to mine in the State of Nevada, they are permitted through the NEPA process. The NEPA process goes through the Indigenous tribes of Northern Nevada. We would ask that NGM respect the Original People of the state and not “strong arm” the tribes.

There are many of the tribes (Battle Mountain, South Fork, Elko, Te-Moak, Shoshone Paiute Tribes and Goshute) that do not agree with this CA document, especially with the lack of performance over the last year-and-a-half of its social obligations to hire tribal members, the utilization of tribally owned businesses, the sharing of benefits or other items discussed above.

Tribes are sovereign nations with Tribal Chairpersons and Tribal Council members who work at the pleasure and benefit of the tribal membership. The Chairman of each tribe is on the same level as the President of the United States, and sometimes meet with them on that level in Washington, DC. We would only expect that the company, (NGM) respect the tribe's sovereignty and do the same. According to the Barrick 2019 Sustainability Report, your company is producing over **\$2.77 Billion** worth of Gold assets extracted from the Indigenous Traditional Lands in Northern Nevada, the aboriginal homeland of the Western Shoshone and Northern Paiute People. That is **\$2,770,000,000.00 annually**. That is more than all of Barrick properties operating in Africa and South America combined. Again, the State and Counties on which you operate receive tax revenues for this, the Indigenous People do not. The Tribes of Nevada are the most important stakeholders that any mining company has and would expect to be treated as such.

The Shoshone Paiute Tribes of the Duck Valley Indian Reservation is not resistant to entering into a collaborative agreement with substance and that has intended measurable outcomes designed to benefit tribal communities, just as it was from the years of 2012 thru 2018, where the tribes knew the numbers of scholarship recipients and the number of tribal members that had successfully interviewed and were offered employment. These data were shared with tribal leadership on a regular basis who then shared that data with their respective tribal membership. Also, businesses that were tribally owned had successfully received contract work for Barrick, now NGM. The Shoshone Paiute Tribes look forward to dialoguing about developing a future meaningful agreement, but one that is attainable and can be measured in its successes. The current draft falls short. As contained in the current document (2014 CA) all parties must agree, and sign before the CA can be amended. The question is, why would a tribe enter into a flawed agreement when the document is not, in the current state, being honored?

Sincerely,



Colin L. Thomas, Chairman
Shoshone Paiute Tribes of the Duck Valley Indian Reservation

CC: Nevada Tribes, Stacey Montooth Executive Director Nevada Indian Commission

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