PROGRAMMATIC AGREEMENT

By and Among

The U.S. Army Corps of Engineers,
U. S. Bureau of Land Management,
Advisory Council on Historic Preservation,
Alaska State Historic Preservation Officer,
Alaska Department of Natural Resources,
and
Donlin Gold, LLC

Regarding the
Donlin Gold Project

WHEREAS, the Alaska District, U.S. Army Corps of Engineers (USACE) receives and considers applications for permits under Section 10 of the Rivers and Harbors Act of 1899 (Section 10) (33 U.S.C. § 403) and Section 404 of the Clean Water Act (Section 404) (33 U.S.C. § 1251 et. seq.); and

WHEREAS, the USACE received a permit application pursuant to Section 10 and Section 404 from Donlin Gold, LLC (Donlin Gold) to develop and operate an open pit, hardrock gold mine located 10 miles north of the village of Crooked Creek, Alaska with related facilities located near Bethel, Jungjuk Creek on the Kuskokwim River, and extending to the Cook Inlet; and

WHEREAS, the Donlin Gold Project (Project) includes construction, operation, maintenance, and reclamation activities proposed to occur over approximately 34.5 years (if authorized), and would consist of the open pit mine, tailings storage, waste rock facility, mill, 315-mile pipeline, power plant, and transportation facilities that include an airstrip, roads, barge landing, and barge terminal; and

WHEREAS, the USACE has determined that evaluation and/or issuance of Clean Water Act Section 404 and Rivers and Harbors Act Section 10 permits for the proposed Project make it an undertaking subject to review pursuant to Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 306108) and its implementing regulations, “Protection of Historic Properties” (36 C.F.R. part 800), and under USACE’s regulations at 33 C.F.R. Part 325, Appendix C; and

WHEREAS, the U.S. Bureau of Land Management (BLM) has determined that approving the Project’s pipeline and fiber optic cable to cross federal lands administered by the BLM would require authorization under Section 28 of the Mineral Leasing Act of 1920, 30 U.S.C § 185, as amended; and

WHEREAS, the BLM approvals of these project crossings in areas under its jurisdiction is a federal action associated with the undertaking that require the BLM to comply with Section 106 of the NHPA (Section 106) and 36 C.F.R. Part 800; and

WHEREAS, the State of Alaska Department of Natural Resources (State) is a landowner for a majority of the pipeline alignment. To address its obligations to protect State-owned historic, prehistoric, or archaeological resources as provided under Alaska Statute (AS) 41.35.200(a) and 11 Alaska Administrative Code (AAC); the State has been invited to participate in this PA as an Invited Signatory; and
WHEREAS, the State has determined that approving the Project on State lands administered by the State would require a variety of land use authorizations from the department; and

WHEREAS, the State has determined that Donlin Gold’s pipeline and its related facilities on State lands would require authorization under AS 38.35; and

WHEREAS, Section 106 of the NHPA requires each federal agency, prior to any federal or federally assisted or funded undertaking, to take into account the effect of its proposed undertaking on any property included in or eligible for inclusion in the National Register of Historic Places (NRHP) (hereafter called historic properties); and

WHEREAS, the USACE, as the lead federal agency and in consultation with the BLM, Alaska State Historic Preservation Officer (SHPO), State, and Donlin Gold, LLC, has established the undertaking’s Area of Potential Effects (APE), as defined in 36 C.F.R. § 800.16(d), which encompasses direct and indirect effects on historic properties for agency-permitted alternatives carried forward for detailed analysis in the Environmental Impact Statement (EIS) prepared pursuant to the National Environmental Policy Act (NEPA) (42 U.S.C § 4321 et. seq.). The APE description and figures are contained in Appendix A of this Programmatic Agreement (PA); and

WHEREAS, cultural resources identification, evaluation, and effects assessment efforts to date are summarized in Section 3.20 of the EIS and Appendix D of this PA (Cultural Resources Management Plan); and

WHEREAS, the USACE has determined that construction, operation, maintenance, and reclamation of the Project will cause adverse effects on historic properties included in or eligible for inclusion in the NRHP, or which the USACE, BLM, and SHPO agree to treat as eligible for inclusion in the NRHP; and

WHEREAS, the USACE, BLM, SHPO, and Advisory Council on Historic Preservation (ACHP) have determined that a PA for the Project is appropriate because the effects on historic properties cannot be fully determined prior to agency permit decisions and historic properties may be discovered during project implementation; and to record the terms and conditions agreed upon to resolve known and potential adverse effects of the Project on historic properties pursuant to 36 C.F.R. § 800.14(b); and

WHEREAS, the USACE and the BLM recognize the government-to-government obligation to consult with Native American tribes that may attach religious and cultural significance to historic properties that may be affected by the proposed undertaking and will continue to consult with such potentially affected tribes regarding their concerns under Section 106; in addition, the BLM and USACE will comply with the American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act (NAGPRA) as it applies to lands under federal control, and Executive Orders 13007 and 13175; and

WHEREAS, the USACE has invited potentially affected federally recognized Indian tribes as defined in 36 C.F.R. § 800.16(m) and listed in Appendix C1 of this PA to participate in consultation; and

WHEREAS, the USACE has invited Alaska native villages, regional corporations, and village corporations as defined in Section 3 of the Alaska Native Claims Settlement Act (43 U.S.C. § 1602) and listed in Appendix C2 of this PA to participate in consultation consistent with 36 C.F.R. § 800.16(m); and
WHEREAS, the USACE has provided Indian tribes, as well as Alaska native villages, regional corporations, and village corporations the opportunity to provide information about historic properties of concern to Indian tribes within the Project APE; and

WHEREAS, the USACE invited Indian tribes as well as Alaska native villages, regional corporations, and village corporations that participated in consultation to sign as Concurring Parties to this PA, consistent with 36 C.F.R. §§ 800.2(c)(2) and 800.6(c)(3); and

WHEREAS, the USACE, in consultation with the BLM and SHPO, has identified representatives of local governments and other entities with jurisdiction over the area in which effects of the undertaking may occur, Tribes, landowners, and individuals and organizations with a demonstrated interest in the Project and its potential effects on historic properties, and has invited identified agencies and interested groups to participate in the development of this PA. A list of these parties is included in Appendices C2 and C3; and

WHEREAS, the Project will cause adverse effects on a minimum of seven historic properties included in or eligible for inclusion in the NRHP, or which the USACE, BLM, and SHPO agree to treat as eligible for inclusion in the NRHP, including two historic cabins (IDT-00260 and TYO-00215), the Iditarod National Historic Trail (INHT), and four prehistoric occupation sites or lithic scatters (SLT-00094, IDT-00288, MCG-00071, and TYO-00277), and

WHEREAS, the Project will adversely affect the nationally significant INHT, which was designated by the U.S. Congress under the National Trails System Act (Public Law 90-543 as amended) on non-federal lands, and the BLM is the designated federal trail administrator for the INHT; and

WHEREAS, the INHT comprises a trail system, roughly 2400 miles long, that encompasses the INHT primary route and connecting trails as represented in the adopted Interagency Iditarod National Historic Trail Comprehensive Management Plan of 1986; and

WHEREAS, the Project will adversely affect the INHT on State lands, and the State has management responsibility of those segments of the trail; and

WHEREAS, the State manages the INHT on State lands, and the BLM, as the trail administrator for the INHT, has cooperated with the State to operate, develop, and maintain portions of the INHT located outside the boundaries of federally administered areas in accordance with the INHT Comprehensive Management Plan (1986) and as agreed to in the "Memorandum of Agreement Between the State of Alaska and Bureau of Land Management, U.S. Department of Interior Concerning the Iditarod National Historic Trail" (1987), and pursuant to the requirements of Public Law 90-543 (as amended); and

WHEREAS, the USACE has invited the Iditarod Historic Trail Alliance to consult on the potential for Project effects to the INHT; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the USACE has notified the ACHP of its adverse effect determination with specified documentation, and the ACHP has chosen to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

WHEREAS, Donlin Gold, LLC has participated in consultation per 36 C.F.R. § 800.2(c)(4), and through signature to this PA, Donlin Gold, LLC, and/or its assignees agrees to carry
out the stipulations herein under the oversight of the USACE and is an Invited Signatory to
this PA; and

WHEREAS, the USACE has provided the public with information about the undertaking
and its potential effects on historic properties and sought public comment and input
consistent with the requirements of Section 106 of the NHPA and 33 C.F.R. Part 325; and

NOW THEREFORE, the USACE, BLM, SHPO, ACHP, State and Donlin Gold agree that
the Project shall be implemented in accordance with the following stipulations in order to
take into account the potential effects of the Project on historic properties listed in or
eligible for listing in the NRHP thus satisfying the requirements of Section 106 of the
NHPA and the AHPA.

STIPULATIONS

The USACE and the BLM, as appropriate, shall ensure that the following measures are
carried out:

I. THE PROJECT

A. The proposed Project is the development of an open pit, hardrock gold
mine located 10 miles north of the village of Crooked Creek in western
Alaska. Major project components include excavation of an open pit mine
that ultimately would be approximately 2.2 miles long by 1 mile wide by
1,850 feet deep; a tailings storage facility approximately 1 mile long, and
ultimately covering approximately 2,350 acres; a waste rock facility
covering approximately 2,300 acres; a mill facility processing
approximately 59,000 short tons of ore per day; a natural gas-fired power
plant with a total connected load of 227 megawatts, supplied by an
approximately 315-mile, small-diameter (14-inch) pipeline from the west
side of Cook Inlet to the mine site; and transportation infrastructure
including a 5,000-foot airstrip, a 30-mile-long road from the mine site to a
new barge landing near Jungjuk Creek on the Kuskokwim River, and barge
terminal facilities in Bethel (Appendix A of this PA).

II. ADMINISTRATIVE CONSIDERATIONS

A. The USACE, the BLM, and the State shall attach this PA or the stipulations
listed in this legally enforceable PA to agency-specific permits, so that
appropriate provisions of this PA and its requirements become binding on
the permittee, so long as the underlying PA remains in effect for the area
covered by the relevant permit. The permittee shall comply with this PA as
implemented through these measures and failure to do so could result in
suspension, modification, or revocation of the applicable agency’s permit.

B. If the proposed Project is permitted, this PA and all of its requirements shall be
binding on Donlin Gold as permittee, its successors, and assigns. Donlin Gold
shall include a provision requiring compliance with the PA in any contract of sale
or transfer of ownership or management of the Project or components thereof.

C. Because of both singular and overlapping legal authorities and responsibilities
among the USACE and the BLM (agencies) regarding individual components or
activities, one or more of these agencies may be responsible for ensuring that the
terms of this PA are carried out for a given component or activity. For certain
larger components and activities, all involved agencies may carry out the terms of
this PA, so long as doing so is within the scope of their legal authorities under
Section 106 of the NHPA. Nothing in this PA is intended to expand the jurisdiction
of the USACE or the BLM beyond that afforded by Section 106 and its respective
regulations.

D. The USACE, the BLM, and the State shall enforce the terms of this PA as is
appropriate within each agency’s scope with regard to permits, and other
conditions that incorporate this PA and its terms. Each shall notify the others if
any of them becomes aware of an instance of possible non-compliance with the
terms and conditions of this PA or permit or conditions as they relate to this PA. In
such case, the responsible agency shall ensure compliance consistent with its
legal authorities and consult with the other Signatories, as needed. USACE, as
lead federal agency, is responsible for the stipulations to be carried out,
regardless of the participation and/or actions of other permitting agencies.

E. Historic properties, APEs, and the applicability of this PA:

1. This PA shall apply to the Donlin Gold Project and all of its
components, including those not known at this time or not specified
in the permits, permit applications, or other project documents so
long as they are within the jurisdiction of the USACE, the BLM,
and/or the State.

2. In Stipulation IV and Appendix A of the PA, the USACE and BLM, in
consultation with SHPO, have determined the APE for the Project
and its components, as defined at 36 C.F.R. § 800.16(d), and
pursuant to USACE jurisdictional authority for the “Permit Area” as
defined at 33 C.F.R. Part 325, Appendix C(1)(g).

III. ROLES AND RESPONSIBILITIES

A. The USACE will make determinations of eligibility (DOEs) and findings of effect in
coordination with the BLM, and will seek SHPO concurrence consistent with the
requirements of 36 C.F.R. § 800.4 and 36 C.F.R. § 800.5. In addition, the USACE
and BLM will ensure that copies of their DOEs and findings of effect are sent to
Consulting Parties with interests within the ANCSA regional corporation
boundaries within which the affected site is located (as listed in Appendix C of this
PA). The USACE and the BLM, at their discretion, may expand this list to include
adjacent interested parties not within the ANCSA boundaries. They will allow a
30-day comment period at the time DOEs and findings of effect are submitted to
SHPO for review and concurrence. Any timely comments received will be taken
into account in the final decision. The USACE and BLM are responsible for
consultation with Tribes, including a) identifying Tribes that attach religious and/or
cultural significance to historic properties potentially affected by the Project; and
b) through consultation, providing Tribes a full opportunity to express any
concerns about the Project, their views on identification efforts, and NRHP
eligibility of any properties to which such Tribes attach religious and cultural
significance; and c) allowing Tribe(s) to express their views on the assessment of
effects and resolution of adverse effects to historic properties.
B. The USACE and BLM are responsible for identifying individuals and organizations with a demonstrated or known interest and expertise in historic properties and preservation issues in the Project Area, and have notified them about the Section 106 review of the Project and the opportunity to be a Consulting Party to this PA. The USACE and BLM have invited such persons or organizations to participate in the Section 106 review (see Appendix C of this PA).

C. The USACE, the BLM, and the State shall ensure that requirements of this PA have been met for that part of the undertaking under their respective jurisdictions. The agencies shall coordinate consultation to ensure that each agency independently satisfies its respective regulatory requirements under 36 C.F.R. Part 800, 33 C.F.R. Part 325 Appendix C, and AS 41.35.200(a). The USACE shall ensure that all work conducted as a result of this PA will be performed in accordance with the Secretary of the Interior’s Standards for Archeology and Historic Preservation (Standards and Guidelines) (48 Fed. Reg. 44716-44742).

D. Following consultation amongst the Signatories, as described below, Donlin Gold will be responsible for funding and overseeing, either directly or through qualified consultants or contractors, work that is determined necessary to ensure compliance with Section 106 and the terms of the PA.

E. The USACE, in consultation with the Signatories and Consulting Parties, shall oversee compliance with the terms of the PA and related work completed by Donlin Gold, including identification and evaluation of historic properties, records research, inventory, archaeological and above-ground surveys, assessments of effects, mitigation, pre- and post-construction data recovery, report preparation, required monitoring of construction, and curation of artifacts.

F. Donlin Gold, with oversight by the USACE, and BLM and the State as applicable, will ensure that all such activities undertaken under this PA are conducted in a professional manner and consistent with the stipulations of this PA. The consultation process for the work noted above is described in Stipulations III-XVII of this agreement document.

G. Donlin Gold, as project proponent, will ensure that persons supervising cultural resources work on their behalf hold any appropriate BLM, USACE, or State permits and/or authorizations as appropriate for archaeological inventory, monitoring, and other archaeological investigations, and meet the Standards and Guidelines, as well as the Secretary of the Interior’s Professional Qualification Standards (36 C.F.R. Part 61) for the applicable discipline.

H. Donlin Gold, as project proponent, may apply for permits, authorizations or approvals for individual project segments, facilities, or groups or portions of segments or facilities, on a phased or segmented basis, so long as all such activities are conducted in accordance with this PA and no other law, rule or regulation precludes such phasing in the applicable permit application process.
I. The USACE, the BLM, and the State shall ensure that no ground disturbance or other activities that may affect historic properties may take place in that project segment and/or component until identification, evaluation, and resolution of adverse effects have been completed for the area, taking into account project phasing.

IV. AREA OF POTENTIAL EFFECTS

A. The USACE, in consultation with the BLM, SHPO, and other Consulting Parties, has determined and documented the APE for the Project (see Appendix A of this PA). The USACE will also, as it deems appropriate, seek information from Consulting Parties and other individuals and organizations likely to have knowledge of, or concerns with, historic properties in the APE, as provided in Stipulation III.B, above.

B. The USACE will seek to gather information from Tribes to assist in identifying historic properties, including those to which each such Tribe attaches religious and cultural significance, recognizing that such Tribes may be reluctant to divulge specific information regarding the location, nature, or activities associated with such sites or properties.

C. Consistent with the confidentiality requirements in 36 C.F.R. § 800.11(c) and Section 304 of the NHPA, the USACE shall withhold from public disclosure information about the location, character, or ownership of a historic property when disclosure may cause a significant invasion of privacy, risk harm to the historic property, or impede the use of a traditional religious site by practitioners.

D. This PA addresses the following three types of effects that may be deemed to be adverse to historic properties: 1) direct effects; 2) indirect effects (e.g., visual, atmospheric, noise, vibratory); and 3) reasonably foreseeable effects that may occur later in time, be farther removed in distance, or be cumulative. The APE for the Project covers all areas where these project effects may occur.

E. For purposes of any required Section 106 review, previously unsurveyed areas added to the Project in the future, whether or not subject to additional or supplemental NEPA review, will be identified in project plans and subject to the terms of this PA. Project facilities added in the future and located on previously surveyed lands will be reviewed under the terms of this PA. The USACE, in consultation with the Signatories, will determine whether these additional facilities would require re-survey.

F. USACE may propose to enlarge or diminish the APE for a given project facility or segment as the USACE determines is reasonable and appropriate under the terms of this PA. This change shall require consultation with the Signatories to this PA, and documentation of their agreement with the change, in writing. The USACE will provide 30 calendar days prior notification of such action to the Signatories, Consulting Parties, and Tribes that attach religious and cultural significance to known historic properties in the area encompassed by or excluded by the alteration of the APE.
V. CULTURAL RESOURCES MANAGEMENT PLAN

A. Donlin Gold has prepared a Cultural Resources Management Plan (CRMP) to guide compliance with the stipulations in this PA. At time of Execution, a draft version of the CRMP is attached to Appendix D of this PA. The CRMP will be finalized and approved by the USACE, in consultation with the Signatories within six months of the Effective Date of this PA.

B. The CRMP contains:

1. Methods for identification and evaluation of historic properties,
2. Mitigation plans,
3. Standard mitigation options,
4. An inadvertent discovery plan,
5. A plan for the treatment of human remains,
6. Curation protocol, and
7. A monitoring plan.

C. The Signatories will review the CRMP every year at the annual meeting.

D. The CRMP may be updated without amendment in accordance with Stipulation VII.A to include mitigation plans for newly identified historic properties over the period of this agreement.

E. Any changes to processes or protocols of the CRMP would require following the amendment process outlined in Stipulation XV.

VI. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES AND ASSESSMENT OF EFFECTS

A. Previously Completed Identification, Evaluation, and Assessment of Effect

1. Donlin Gold has conducted 10 Phase I identification survey and Phase II site evaluation studies focusing on project areas that have the potential to be directly affected by project activities. Reports for all previous investigations have been submitted to the USACE, BLM, and SHPO, as referenced in the CRMP (Appendix D of this PA). Investigations conducted to date identified a total of 72 cultural resources; 49 of those are located within the APE.

2. Of the 49 resources identified in the APE, USACE and SHPO concurred that 14 sites are eligible to the NRHP and an additional 7 will be treated-as-eligible for the purposes of Section 106, for a total of 21 historic properties. SHPO concurrence for DOEs for known resources was received on 5/25/2016 and 10/25/2016. Cultural resources identified after this date will need to be evaluated for NRHP eligibility.

3. As currently proposed, construction, operation, maintenance, and reclamation of the Project will cause adverse effects on a minimum of seven historic properties included in or eligible for inclusion in the NRHP, or which the USACE, BLM, and SHPO agree to treat-as-eligible for inclusion in the NRHP, including two historic cabins (IDT-
B. Future Identification, Evaluation, and Assessment of Effects

1. Additional archaeological survey will be conducted in accordance with this PA prior to the initiation of construction or other ground disturbing activities that have the potential to affect as yet unidentified sites within any project areas not yet inventoried.

2. Identification efforts need to be conducted for proposed pipeline ancillary facilities for locations outside the previously surveyed 300-foot-wide corridor, and the North Route pipeline corridor.

3. Prior to the conclusion of identification and evaluation efforts for any particular activity zone or area not previously inventoried, Donlin Gold shall implement guidance received from the USACE, BLM, and SHPO regarding the level and scope of efforts. The level and scope of additional identification efforts shall be consistent and commensurate with the predictive models previously prepared for the Project and outlined in CRMP Section 3.0 - Previous Research and Cultural Resources Identified in the Project Area.

4. If Donlin Gold and the agencies disagree as to what constitutes adequate identification and evaluation efforts, the federal agencies, in consultation with SHPO, shall arrive at a determination.

5. Where construction modifications consist of corridors or large land areas, Donlin Gold will use a phased process, as per 36 C.F.R. § 800.4(b)(2) to conduct further identification and evaluation. This will facilitate project modifications, and may eliminate the need to prepare determinations of eligibility for sites that will not be affected. Such identification efforts shall be conducted in accordance with the principles, standards, and guidelines contained in Standards and Guidelines and follow the procedures set forth in 36 C.F.R. § 800.4.

6. Donlin Gold shall provide the agencies with documentation of these identification and evaluation efforts in a cultural resource report and shall provide recommendations for determinations of eligibility of those properties that will be reviewed by the BLM or USACE, as appropriate, and sent to the SHPO for concurrence. BLM will be responsible for coordination under this part for BLM lands. USACE will remain the responsible federal agency for all other land owners. In addition, the USACE or BLM, as appropriate, will ensure that copies of their DOEs and findings of effect are sent to all Consulting Parties with interests within the ANCSA regional corporation boundaries within which the affected site is located (as listed in Appendix C of the PA). The USACE and the BLM at their discretion, may expand this list to include adjacent interested parties not within the ANCSA boundaries. They will allow a 30-day comment period at the time DOEs and findings of effect are submitted to SHPO for
review and concurrence. Any timely comments received will be taken into account in the final decision. This information will be summarized in the annual PA report described in Stipulation XIII.

7. Any disagreements regarding NRHP eligibility will be resolved by requesting a determination of eligibility from the Keeper of the National Register, the National Park Service, in accordance with 36 C.F.R. Part 63, whose determination shall be final. The USACE, in consultation with SHPO and in accordance with 36 C.F.R. § 800.5, shall make an assessment of whether a component or activity may have an adverse effect on historic properties. The USACE will coordinate with BLM and the State on properties under BLM or State jurisdiction respectively.

VII. TREATMENT OF HISTORIC PROPERTIES

A. General Considerations

1. Donlin Gold shall ensure, to the extent practicable, the avoidance of all known historic properties, including archaeological and historical sites, districts, historic buildings, structures, traditional cultural properties, and landscapes.

2. Mitigation plans will be created for every adversely affected historic property, as outlined in CRMP Section 4. Mitigation plans will be created through consultation with the USACE, BLM, State, SHPO, Tribes, and other affected parties. The Signatories shall also determine if additional public involvement is warranted during the preparation of mitigation plans.

3. Methods of recording and documentation described in the mitigation plan shall use the Standards and Guidelines (48 Fed. Reg. 44730-44734) or other standards in consultation amongst BLM, USACE, and SHPO. The mitigation plan will provide a schedule for when activities will occur, when deliverables will be finalized, and the dissemination of those deliverables.

4. Donlin Gold will submit draft mitigation plans to the USACE for distribution to the Signatories and Consulting Parties for 30-day review for comments, unless a reduced review period is agreed upon by all Signatories. The USACE will take into account any timely comments before approving the final mitigation plan.

5. Donlin Gold will submit mitigation deliverables to Signatories for review and approval, unless otherwise stated in the mitigation plan.

B. Known Adverse Effects

1. Mitigation of adverse effects will be required for a minimum of seven historic properties, including two historic cabins (IDT-00260 and TYO-00215), the INHT, and four prehistoric occupation sites or lithic scatters (SLT-00094, IDT-00288, MCG-00071, and TYO-00277). Additional historic properties may be located during additional inventory efforts or construction activities.
2. Should USACE identify additional adverse impacts for the historic properties discussed in this stipulation, USACE, in coordination with the Signatories, and Consulting Parties, shall determine whether additional treatment is necessary.

3. Phase III Excavation and Data Recovery shall be conducted at two prehistoric sites with the highest data-recovery potential (MCG-00071, TYO-00277), and two historic cabin sites (TYO-00215 and IDT-00260). Recovered materials will receive analysis and the results will be documented in a cultural resource report consistent with Stipulation XIII.B.2 and Section 6.4 of the CRMP.

4. Lithic materials previously collected from one lithic scatter (IDT-00288) will receive additional analysis and the results will be documented in a cultural resource report.

5. USACE, SHPO, and the Crooked Creek Traditional Council will coordinate on one prehistoric site (SLT-00094), located in close proximity to the planned Jungjuk Port site, to determine if additional Phase II testing is needed to better ascertain and delineate the extent of site deposits and to determine potential additional data recovery and/or mitigation needs. This coordination will occur within one year of execution of this PA.

6. The results of archaeological survey, testing, data recovery, and analysis will be used to create a product for the general public. The Signatories, will determine the final format and content at the annual meeting after the mitigation plans for the sites discussed in Stipulation VII.B.1 are finalized.

7. INHT

   i. As a layered historic property, the INHT has evolved over time beginning with surviving segments of the 1910 Iditarod (Goodwin) Trail, and then later trails (e.g., Iditarod National Historic Trail and Iditarod Race Trail) in the Project APE. The cultural and recreational uses of the trail, and the impacts to them, are intertwined to the extent that the Signatories agree that the impacts to the trail and trail corridors are best addressed in a holistic fashion.

   ii. Photographic Documentation – Donlin Gold will document viewshed(s) photographically in winter conditions before construction, collect and curate current and historic photographs, and produce a professional report presenting this information in a historic context.
iii. Video Documentation - Donlin Gold will collect video documentation of the INHT scenic area during winter conditions from the Skwentna Crossing to Three-mile Creek, and at Egypt Mountain. The documentation effort will be recorded in a cultural resources report (Stipulation XIII.B.2. and Section 6.5.1 of the CRMP. The video will be georeferenced, edited, and made available to the public for a minimum of 10 years, such as posting to the internet. In addition, the edited video and raw data will be stored at an archival repository, such as ARLIS, the Alaska State Library, or the UA Museum of the North.

iv. Safety Cabins – Donlin Gold will provide for the construction of four, non-exclusive, safety cabins in the general vicinity of the impacted sections of the INHT. This process will be initiated no later than the start of pipeline construction. These cabins will be owned and maintained by another party to be identified.

1. Donlin Gold will propose specific locations of the cabins and cabin design to be reviewed and approved by the State, SHPO, and other appropriate and/or affected parties as necessary. Prior to placement of the cabins, the selected locations must be authorized by the State. The BLM Iditarod National Historic Trail Administrator will be available for technical assistance, as requested.

2. Donlin Gold will provide the materials needed, arrange for labor to construct the cabins, and provide transportation and installation.

3. Donlin Gold will generate a quit-claim deed to the State, relinquishing ownership of the safety cabins upon receipt of a copy of the State authorization, such as a management agreement or easement, that may involve a local government or non-profit to hold the authorization transferring management to allow the operation of the safety cabins on State land.

4. Donlin Gold shall incorporate cabin inspections into their annual pipeline maintenance schedule.

v. Visual Impacts Minimization – Donlin Gold, as practicable with constraints for pipeline construction, operation, and safety, will minimize adverse impacts to the INHT by using landscaping where the pipeline ROW will cross the trail and placing surface infrastructure at inconspicuous locations to avoid or minimize their view from the INHT. Landscaping may include narrowing and/or feathering the pipeline ROW upon approval by the State, in consultation with the SHPO.
vi. Creative Mitigation – Donlin Gold shall complete one of the following types of creative mitigation projects every year while the pipeline is in Operation, beginning with the first full calendar year of pipeline operations. These options will be rotated annually in sequence unless modified by mutual agreement by the USACE, SHPO, Donlin Gold, and the State at the annual meeting. The selected option will be subject to mitigation plans to include a schedule of activities, a timeline for finalization of deliverables, and dissemination of those deliverables. The BLM Iditarod National Historic Trail Administrator will be available for technical assistance on any of the options listed below, if requested.

1. Brush Clearing: Prior to conducting its pipeline ROW maintenance brushing, Donlin Gold will coordinate with trail management groups to identify if any of the INHT trail from Skwentna to Nicolai are in need of brushing. Under this measure, Donlin Gold shall provide or support local efforts for brush clearing along the INHT for 10 to 20 miles of trail. Donlin Gold can provide trail brushing and support in-kind as part of their pipeline ROW brushing operations.

2. iTREC Teacher Sponsorship: Donlin Gold will sponsor a rural community teacher to attend the year-long Iditarod Trail in Every Classroom (iTREC) training program. Sponsorship will include all travel costs and necessary expenses to attend workshops, which may include tuition and/or supplies. Teacher recruitment will be done in consultation with the iTREC program coordinator.

3. Interpretive Kiosk with Community Engagement: In a rural community along the INHT, Donlin Gold, SHPO, and, upon request, the BLM INHT Administrator shall work with the community to develop and install an interpretive kiosk associated with that community’s connection to the trail. The priority communities are Skwentna, Nicolai, McGrath and Takotna (the communities closest to the pipeline); however any community along the trail shall be eligible to participate. Donlin Gold will incur all costs related to kiosk development, including fabrication and installation. The kiosk will include no less than 2 panels. Kiosk content will be developed in consultation with the community, the State, and SHPO.

4. Cabin Maintenance: Donlin Gold shall provide or support the routine maintenance on the shelter cabins constructed under Stipulation VII.B.7.iv.
5. Alternative Mitigation Option: Any of the Signatory Parties may propose an alternative creative mitigation idea at the annual meeting to be approved by USACE in consultation with the SHPO, Donlin Gold, and the State at the annual meeting.

C. Standard Mitigation

1. If the property is solely archaeological in nature, mitigation or treatment may include, but not be limited to:
   i. Developing community archaeology and/or cultural resource recordation programs;
   ii. Assisting with tribal artifacts or human remains repatriation efforts;
   iii. Preparation of a research design with provisions for data recovery and recordation;
   iv. Analysis, reporting, and curation of resulting collection and records in an institution as outlined in Stipulation XII (Collection and Curation); and
   v. Data recovery (See CRMP, Section 6.4.2 Methods for Historic Sites with High Data-Recovery Potential; Section 6.4.3 Methods for Sites with High Data-Recovery Potential; Section 6.4.5 Lithic Scatters – Methods for Spatial and Laboratory Analysis; and Section 6.4.4 Sites Requiring Further Phase II Testing). Archaeological recovery, analysis, and reporting shall use the Secretary of Interior’s Standards and Guidelines for Archaeological Documentation (Archaeological Documentation Guidelines) (48 Fed. Reg. 44734-44737).

2. If the historic property is a building, structure, traditional cultural property, or landscape, the mitigation plan shall specify approaches for the mitigation or treatment of the property in accordance with the principles, standards, and guidelines contained in Standards and Guidelines (48 Fed. Reg. 44716-44742), the Secretary of the Interior Standards for the Treatment of Historic Properties as codified in 36 C.F.R. Part 68, and the Secretary of the Interior’s Standards and Guidelines for Architectural and Engineering Documentation for acceptance into the Historic American Building Survey/Historic American Engineering Record, or Historic American Landscapes Survey. Other mitigation measures could include, but not be limited to:
   i. Relocating a historic property;
   ii. Re-landscaping to reduce effects;
   iii. Public interpretation;
   iv. Ethnographic documentation; and
Prescribing use of a project component or activity in such a way as to minimize effects to historic properties, or to those concerned about the effects of that component or activity.

VIII. PROCEDURES FOR INADVERTENT DISCOVERIES AND UNANTICIPATED EFFECTS (NOT INCLUDING HUMAN BURIALS, REMAINS, OR FUNERARY GOODS)

A. If an inadvertent discovery of potential cultural materials is made, Donlin Gold shall stop work in the immediate vicinity of the discovery and the USACE shall implement the Inadvertent Discovery Plan as contained in the CRMP (Appendix D of this PA). Donlin Gold shall proceed consistent with this plan:

1. Ensure construction activities that may affect the resource will cease without delay; work that does not affect the resource may continue.

2. Protect the discovery site against further disturbance pending the following actions.

3. Donlin Gold’s field coordinator will immediately notify the Donlin Gold environmental/regulatory manager and cultural resources specialist of the discovery.

4. The Donlin Gold cultural resources specialist will notify the USACE, the SHPO, local tribal entities, and appropriate landowner(s) (parties) of the discovery within one business day.

5. The Donlin Gold cultural resource specialist will evaluate the find, assess its potential significance (eligibility for the NRHP), and notify the parties as to the nature and potential significance of the discovery within three business days of the discovery.

6. The parties shall consult, by telephone or other means, on the nature and potential significance of the discovery and whether any additional investigation is warranted. A decision shall be provided to Donlin Gold no later than two business days following notification of the determination as outlined in Stipulation VIII.A.5.

   i. If the USACE determines, in consultation with the SHPO and the landowner, that the discovery is not significant (not eligible for the NRHP) and the SHPO concurs, verbal authorization to proceed may be given by the USACE. USACE shall provide written authorization to Donlin Gold within 2 business days following notification.

   ii. If the USACE determines that additional investigation is warranted, the Signatories, and Consulting Parties will continue to consult to determine an appropriate level of effort to determine the NRHP eligibility of the discovery.

B. If the discovery is determined to be eligible, Signatories will determine whether effects to it may be avoided or minimized sufficiently to not adversely affect the historic property. If the property will be adversely affected, the USACE, in consultation with the Signatories and Consulting
Parties, will determine acceptable mitigation to offset the adverse effects anticipated, considering the nature and extent of the historic property. Signatories may choose to utilize the standard mitigation as outlined in Stipulation VII.C, with additional details in Section 6.4 of the CRMP. A decision on significance and use of standard mitigation shall be provided to Donlin Gold by USACE no later than within two working days following receipt of appropriate documentation as noted in Stipulation VIII.A.5 pursuant 36 C.F.R. § 800.11(e).

C. The USACE will treat the newly discovered property as eligible for the NRHP for the purposes of Section 106 pursuant to 36 C.F.R. § 800.13(c) until the appropriate cultural resource assessment is completed. The USACE shall make a final decision in regard to NRHP eligibility and project effects. If there is a dispute between the USACE and SHPO concerning the NRHP eligibility of a resource, it would be resolved consistent with the requirements in Stipulation VI.B.7 of this agreement.

D. If Standard Mitigation is not chosen, USACE will initiate expedited consultation with BLM and Consulting Parties, that retain interests within the ANCSA regional corporation boundaries where the affected site is located (as listed in Appendix C of the PA). The Signatory Parties and Consulting Parties will provide input to the USACE on appropriate mitigation. The USACE and the BLM at their discretion, may expand the Consulting Parties list to include adjacent interested parties not within the ANCSA boundaries. The USACE will provide the final mitigation decision no later than 30 days after initiating consultation. Construction may not resume in the site protection/avoidance buffer (no less than 100 feet from the site limits) until onsite mitigation work, if required, has been completed.

E. Following consultation amongst the Signatories, the USACE may revoke or modify stop work orders, as determined appropriate and consistent with the stipulations of this PA and its originating laws and regulations. The USACE and the BLM, as applicable, shall have the right to issue, modify, and revoke stop work orders with respect to their respective permits, right-of-way grants, or other actions under their jurisdiction to ensure that requirements of this PA have been met for that part of the undertaking under their jurisdiction. USACE, or BLM as applicable, will document stop work decisions to demonstrate how requirements of the PA have been met.

IX. TREATMENT OF HUMAN REMAINS

If human remains are discovered on federal lands, the USACE or the BLM will follow the provisions of applicable state and local laws and NAGPRA (25 U.S.C. § 3001). If human remains are discovered on state or private lands, provisions of the Human Remains Plan of Action shall be followed. These procedures are included in Section 7.1 of the CRMP (Appendix D); as appropriate, a NAGPRA Plan of Action will be prepared in accordance with this PA. Table 7.3 of the CRMP provides all necessary contact information.

A. Prior to project ground-disturbing activities, all project personnel will receive appropriate training that includes guidance on proper reporting of inadvertent discovery of human remains.
B. If human remains are found during any phase of project-related work, as soon as safe to do so, work will cease in their immediate vicinity and a 100-foot buffer zone will be flagged or fenced off to protect the remains. Donlin Gold’s Cultural Resource Specialist (CRS), agencies, landowners, and tribal entities will be immediately notified as per the provisions of the CRMP.

C. The CRS will notify a peace officer (Alaska State Trooper) and the Alaska SME immediately after the discovery, as stipulated in AS 12.65.005. If the remains appear to be recent (less than 50 years old) in the judgment of the CRS, a State Trooper and medical examiner will determine whether the remains are of a forensic nature and/or subject to criminal investigation. The local Village Public Safety Officer (VPSO) may also be notified.

D. The Alaska SHPO will also be notified of any discovery unless circumstances indicate that the death or burial is less than 50 years old and that there is a need for a criminal investigation or legal inquiry by the coroner.

E. If the human remains are found to be historic in nature, a qualified professional physical anthropologist with experience in the analysis of human remains will examine them to determine racial identity. The physical anthropologist shall document, analyze, and photograph the remains so that an independent assessment of racial identity can be made. The physical anthropologist shall be afforded no more than 30 days to conduct his or her analysis.

F. For human remains and/or associated Native American cultural items on federal or tribal lands, this plan of action will include consultation with the appropriate tribe as mandated by 43 C.F.R. §10.5. Consultation will facilitate proposed treatment of the human remains and determine who is entitled to custody of the human remains and other cultural items under NAGPRA so that the disposition process can be completed.

G. If the unanticipated discovery consists of Native Alaskan human remains, Donlin Gold will consult with the Alaska SHPO, USACE, BLM, and appropriate Alaska Native organizations regarding measures to respectfully handle such a discovery. If it can be adequately determined that the identified human remains have affinity to any federally recognized Tribe(s), a reasonable effort will be made to identify, locate, and notify the Tribe. The appropriate Alaska Native regional corporations also will be contacted.

H. If the human remains are not Native Alaskan, and a determination has been made by the Trooper and Medical Examiner that a death investigation is not warranted, Donlin Gold, in consultation with the medical examiner, will attempt to identify, locate and inform descendants of the deceased.

X. EMPLOYEE AND CONTRACTOR CULTURAL RESOURCES TRAINING

A. As discussed in the CRMP (Appendix D), Donlin Gold shall provide cultural training to project personnel, contractors, and subcontractors. As practicable, the training will be conducted in concert with existing
environmental, health and safety training, on the project during construction and operations. The cultural resource training component will inform project personnel of their responsibilities under the law, and clearly list procedures to follow in the event they encounter previously undiscovered cultural resources.

**XI. MONITORING AND STOP WORK ORDERS**

A. Donlin Gold shall ensure that an archaeologist meeting the qualifications of the Standards and Guidelines (48 Fed. Reg. 44738-44739) is present in areas of ground disturbing activity designated as high potential and indicated on Exhibit C of the CRMP, consistent with the CRMP and Stipulation V. Work in areas requiring archaeological monitoring will not proceed without an archaeological monitor. The archaeologist will have authority to halt ground-disturbing and construction activities as soon as is practicable considering worker safety in the immediate vicinity of the discovery in a manner consistent with Stipulations VIII and IX. The archaeologist will be responsible for reporting the results of monitoring and any recommendation that work be stopped at any point to protect historic properties.

B. The results of monitoring shall be included in a report to the USACE, BLM, and SHPO. This report shall be developed annually and can be included as an appendix to the annual PA report.

**XII. COLLECTION AND CURATION**

A. Materials collected under this PA are the property of the appropriate state or federal land managing agency, or landowner if collected from privately owned property.

B. Donlin Gold shall incur all standard costs necessary to ensure curation of materials collected in conjunction with actions taken under this PA, unless other arrangements have been made, as per Exhibit A of the CRMP. Curation costs may include, but are not limited to, curation fees charged by approved institutions, acquisition of archival materials, shipping, and conservation actions.

C. Donlin Gold, and associated contractors, will safeguard collections from theft and damage by providing adequate interim storage facilities and conservation actions, as necessary and in consultation with approved repository and landowners or land managing agency.

D. All collections will be returned to their owners or deposited in the approved repository 6 months after approval of the final report or within 1 year of completion of the fieldwork that generated the collection. All collections will be curation-ready, as determined by the approved repository, unless otherwise stipulated per Exhibit A of the CRMP.

E. Federal agencies will curate any artifacts, materials, or records resulting from archaeological identification and mitigation conducted on federal lands under their jurisdiction in accordance with 36 C.F.R. Part 79, "Curation of Federally-Owned and Administered Archaeological
Collections.” Federal agencies with jurisdiction over the federal lands will consult with Indian tribes consistent with 36 C.F.R. Part 79.

F. On federally controlled or owned properties, the federal agency will determine the disposition of human burials, human remains, and funerary objects in accordance with applicable federal law, inclusive of NAGPRA.

G. Artifacts, faunal materials, and/or samples collected on State lands during activities covered by this PA shall be deposited in the University of Alaska Museum of the North, along with records, field notes, and related materials in accordance with their curation procedures and requirements in force at the time of submission of materials. A provisional curation agreement for collections will be established during the State Archaeological Permitting process and finalized prior to submission of collections to the University of Alaska Museum of the North.

H. Donlin Gold will encourage and assist private landowners in donating any returned artifacts to University of Alaska Museum of the North (Fairbanks) in accordance with an agreement negotiated between landowners and the Museum.

XIII. ANNUAL REVIEW AND REPORTS

A. Meetings

1. Annual Meeting: Donlin Gold will hold a meeting among all Signatories annually, no later than April 15, to discuss each previous year’s activities and activities scheduled for the upcoming year. The parties may be linked by telephone or other means of electronic communication by which each participant can communicate to and receive communications from all other participants (e.g., web-based multi-party conference services).

2. The draft annual report for the previous calendar year (see Stipulation XIII.B shall be submitted by Donlin Gold to the other Signatories by February 1 or at least 30 days prior to the annual meeting.

3. Additional Meetings: If any Signatory deems a meeting necessary in addition to the annual meeting described above, that party shall inform the other Signatories, who shall consider the request in consultation with the other parties. USACE will make the final decision as to whether an additional meeting will be called.

4. Meeting Minutes: Donlin Gold shall provide the other Signatories a draft of the meeting minutes within 15 calendar days of the date of the meeting(s). The other Signatories can provide comments on the minutes within 15 calendar days following the meeting. Donlin Gold will revise the minutes and make available to the other Signatories and Consulting Parties (upon request) the minutes of the meetings described above within 15 calendar days following the end of the comment period. If no comments are received then the draft comments will be considered final.
5. The Signatories shall consult no later than on the five-year anniversary from the Effective Date of this PA to review the effectiveness of the PA and its implementation, and evaluate whether the scope should be amended. The Signatories will conduct follow-up consultation every five years thereafter to monitor the effectiveness of the PA and identify any amendments necessary for continued effectiveness.

B. Reports

1. Annual Report: Each year, prior to the annual meeting, Donlin Gold will prepare and provide to the other Signatories a written report of previous and upcoming activities as they relate to compliance with the stipulations of this agreement. Consistent with 36 C.F.R. § 800.11(c) and Section 304 of the NHPA, sensitive cultural resources information shall be confidential. The report will include the following:

   i. A description of the past year’s activities, including presentation of and revisions to training materials;

   ii. A projection of the upcoming year’s activities, including information about possible permit modifications;

   iii. A summary of the past year’s and anticipated upcoming efforts to identify, evaluate, and protect historic properties, including references for cultural resource reports;

   iv. A summary of any historic properties affected, as well as any testing, remediation, or mitigation efforts;

   v. A summary of artifacts or other archaeological or historic materials encountered, including representative photographs or drawings, a description of analyses, and other recordation documents as appropriate;

   vi. A summary of artifacts sent to an approved facility for curation, or returned to the landowner, as appropriate;

   vii. Clear maps of areas surveyed or monitored, cultural resources identified, and alternative routes to be followed to avoid any identified historic properties; and

   viii. An evaluation of this PA and recommendations for any amendments or changes.

   ix. An updated list of Signatories, Concurring Parties, and Consulting Parties.

2. Cultural resource activities, such as archaeological surveys, site evaluations, excavations, data recovery for mitigation, and monitoring, will be documented in technical reports subject to review by all Signatories. The scope and time parameters for these reports shall be determined on a case-by-case basis through consultation among the Signatories, but will be submitted for review no later than 1 year after completion of fieldwork or analysis.
3. Donlin Gold shall submit report drafts for annual and cultural resource technical reports to the other Signatories for review and the other Signatories will provide comments within 30 days of receipt by other Signatories. Donlin Gold will revise reports based on comments provided by the other Signatories and will submit final reports to all Signatories within 30 days after the close of the comment period. Subject to the confidentiality requirements of C.F.R. § 800.11(c), the BLM or USACE may provide Consulting Parties with copies of reports upon request.

XIV. DISPUTE RESOLUTION

A. Should any of the Signatories to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, the USACE will consult with such party to resolve the objection. If it is determined that such objection cannot be resolved, the USACE will:

1. Forward all documentation relevant to the dispute, including the USACE’s proposed resolution, to the other Signatories. The Signatories will consult to resolve the dispute within 30 calendar days of receiving adequate documentation.

2. If the dispute cannot be resolved through consultation among the Signatories, then USACE will forward all documentation relevant to the dispute to the ACHP. The ACHP will provide the appropriate federal agency with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the appropriate federal agency will prepare a written response that takes into account any timely advice or comments regarding the dispute from the Signatories, and provide them with a copy of this written response. The USACE will then proceed according to its final decision.

3. If the ACHP does not provide its advice regarding the dispute within the 30 calendar-day time period, the USACE may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the appropriate federal agency will prepare a written response that takes into account any timely comments regarding the dispute from the Signatories, and provide them and the ACHP with a copy of such written response.

B. Concurring Parties and Consulting Parties (which includes members of the public) may bring objections or concerns to any of the Signatories who may then utilize the objections process outlined in Stipulation XIV.A.

C. All other actions subject to the stipulations of this PA, and that are not the subject of the dispute, will continue to be carried out as provided for by this PA.

XV. AMENDMENTS

A. Any of the Signatories may request that the other Signatories consider amending it, whereupon the Signatories shall consult to consider the amendment(s). Amendments will be executed in the same manner as the
original PA. Concurring Parties may suggest proposed amendments to the 
Signatories. The Signatories shall consult to consider them.

B. Appendix E of the PA has been reserved to log amendments, which will be 
provided to the Signatories following each amendment.

C. Agreement Appendices: The Signatories may agree to amend the 
appendices to this Agreement through consultation without requiring 
amendment to the body of the Agreement, unless the Signatories, through 
such consultation, decide otherwise.

1. Amendments to the PA appendices are allowed with written approval 
of the Signatories. Amendments to the CRMP shall follow the 
process outlined in Stipulation V.D. and V.E.

2. If the Signatories agree to amend an Agreement appendix, Donlin 
Gold will obtain the written concurrences on the amendment from the 
other Signatories, and the USACE will append the written 
concurrences to the Agreement. USACE shall notify the Signatories 
of the amendment within thirty (30) calendar days of the amendment 
approval date.

XVI. TERMINATION

A. If any of the Signatories to this PA 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 or agreement on 
other actions that would avoid termination. If within 30 calendar days after 
the initiation of such consultation an amendment or agreement on other 
actions that would avoid termination cannot be reached, any of the 
Signatories may terminate the PA upon written notification to the other 
Signatories.

B. If the PA is terminated, and prior to work continuing on the undertaking, the 
USACE 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 
in accordance with 36 C.F.R. § 800.7. The USACE will notify the 
Signatories, Concurring Parties, and Consulting Parties as to the 
determined course of action.

XVII. CLOSING OUT THE AGREEMENT

A. If prior to any physical work associated with the undertaking actually 
beginning, the USACE decides not to permit the proposed undertaking, it 
may no longer have any Section 106 responsibilities. If so, the USACE 
may elect to vacate the agreement by sending written notice to all 
Signatories, Concurring Parties, and Consulting Parties of the change in 
circumstances and its decision to vacate the agreement.

B. If work related to the undertaking has already begun, the Signatories 
cannot vacate the PA as provided in Stipulation XVII.A. and instead must 
seek to amend its terms as provided in Stipulation XVI.A. to provide for the 
changed circumstances. In this event, the Signatories will determine the
extent and duration of additional data collection activities and post-fieldwork activities prior to closure of this PA.

C. When all of the terms of the PA have been carried out and the PA has expired in accordance with its duration clause (Stipulation XXI), the USACE will send written notice to the Signatories, Concurring Parties, and Consulting Parties informing them to that effect.

D. If the terms of the PA have been met but the PA remains in effect due to a longer duration clause, USACE should consider amending the agreement to alter its duration clause, recognize the work completed, and provide for the completion of its Section 106 responsibilities, following the amendment process outlined in Stipulation XV.

XVIII. COORDINATION WITH OTHER FEDERAL REVIEWS

A. In the event that another federal agency not initially a party to or subject to this PA receives an application for funding/license/permit for the undertaking as described in this agreement, that agency may fulfill its Section 106 responsibilities by stating in writing it concurs with the terms of this PA and notifying the USACE, SHPO, and the ACHP that it intends to do so.

XIX. COMMUNICATIONS

A. Electronic mail (email) will serve as the official correspondence method for all communications regarding this Agreement and its provisions, unless otherwise requested.

B. Donlin Gold will maintain the contact information list of Signatories, Concurring Parties, and Consulting Parties as best practicable. Donlin Gold will provide an updated list at each annual meeting.

C. It is the responsibility of each Signatory Party, Concurring Party, or Consulting Party to immediately inform Donlin Gold of any change in name, address, email address, or phone number of any point-of-contact. Donlin Gold will forward this information to the Signatories by email.

XX. DURATION OF THIS PA

A. Unless otherwise amended, terminated, or closed in accordance with Stipulations XV, XVI, or XVII, respectively, this PA will expire 30 years from the Effective Date. Prior to expiration, the Signatories will consult to determine whether a new PA should be developed or if the PA should be extended.

XXI. EFFECTIVE DATE

This PA shall be effective as of the date (the Effective Date) when it has been signed (Executed) by the date of the last Signatory.

EXECUTION of this PA by the USACE, BLM, SHPO, and ACHP, and implementation of its terms, evidences that the USACE and the BLM have taken into consideration the effects of the Project on historic properties and afforded the ACHP an opportunity to comment. By fulfilling the terms of this PA, these entities have satisfied their Section 106
responsibilities for all activities associated with the Donlin Gold Project, and the State has satisfied its responsibilities under the Alaska Historic Preservation Act pursuant to AS 41.35.
SIGNATORY SIGNATURE PAGE

PROGRAMMATIC AGREEMENT

PURSUANT TO SECTION 106 OF THE
NATIONAL HISTORIC PRESERVATION ACT

REGARDING THE
DONLIN GOLD PROJECT

By: [Signature] Date: 6-12-18

U.S. Army Corps of Engineers

David S. Hobbie, Chief Regulatory Program
U.S. Army Corps of Engineers
SIGNATORY SIGNATURE PAGE

PROGRAMMATIC AGREEMENT

PURSUANT TO SECTION 106 OF THE
NATIONAL HISTORIC PRESERVATION ACT

REGARDING THE
DONLIN GOLD PROJECT

United States Department of the Interior, Bureau of Land Management

By: Karen Mouritsen, Acting State Director, BLM Alaska
    Bureau of Land Management

Date: 6-19-18
SIGNATORY SIGNATURE PAGE

PROGRAMMATIC AGREEMENT

PURSUANT TO SECTION 106 OF THE
NATIONAL HISTORIC PRESERVATION ACT

REGARDING THE
DONLIN GOLD PROJECT

Alaska State Historic Preservation Officer

By: Richard VanderHoek, Deputy State Historic Preservation Officer

Date: 6/13/2013

Alaska State Historic Preservation Office
SIGNATORY SIGNATURE PAGE

PROGRAMMATIC AGREEMENT

PURSUANT TO SECTION 106 OF THE
NATIONAL HISTORIC PRESERVATION ACT

REGARDING THE
DONLIN GOLD PROJECT

Advisory Council on Historic Preservation

By: ____________________________ Date: 6/28/18
John M. Fowler, Executive Director
Advisory Council on Historic Preservation
PROGRAMMATIC AGREEMENT
Pursuant to Section 106 of the National Historic Preservation Act
Regarding the Donlin Gold Project

Alaska Department of Natural Resources

By: ___________________________ Date: 6/17/18
Andrew T. Mack, Commissioner
Alaska Department of Natural Resources
INVITED SIGNATORY SIGNATURE PAGE

PROGRAMMATIC AGREEMENT

PURSUANT TO SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

REGARDING THE DONLIN GOLD PROJECT

Donlin Gold, LLC

By: Andy Cole, General Manager

Date: June 15, 2018

Donlin Gold, LLC
CONCURRING PARTY SIGNATURE PAGE

PROGRAMMATIC AGREEMENT

PURSUANT TO SECTION 106 OF THE
NATIONAL HISTORIC PRESERVATION ACT

REGARDING THE
DONLIN GOLD PROJECT

Calista Corporation

By: ___________________________ Date: 6-18-18

Rosie Barr, VP Lands and Natural Resources
Calista Corporation
APPENDIX A: PROJECT AREA OF POTENTIAL EFFECTS
APPENDIX B: DEFINITIONS

Area of Potential Effects: The geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking [as noted in 36 C.F.R. § 800.16(d)].

Concurring Parties: The signatory parties may agree to invite others (concurring parties) to concur in the PA. The refusal of any party invited to concur in the PA does not invalidate the PA, (as noted in 36 C.F.R. § 800.6(c)(3)).

Consultation: The process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the section 106 process. The Secretary of the Interior’s “Standards and Guidelines for Federal Agency Preservation Programs pursuant to the National Historic Preservation Act” provide further guidance on consultation (36 C.F.R. § 800.16(f)).

Consulting Parties: Parties that have consultative roles in the Section 106 process, as defined in 36 C.F.R. § 800.2(c). These include the SHPO, Indian Tribes (which include native village, regional corporation, or village corporation, as those terms are defined in section 3 of the Alaska Native Claims Settlement Act (43 U.S.C. § 1602)), representatives of local governments, Donlin Gold, individuals and organizations with a demonstrated interest in the undertaking, and the public.

Cultural Resource: Locations of human activity, occupation, or usage that contain materials, structures, or landscapes that were used, built, or modified by people.

Effect: Alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the NRHP (see 36 C.F.R. § 800.16(i)).

Eligible for inclusion in the National Register: This term includes both properties formally determined as such in accordance with regulations of the Secretary of the Interior and all other properties that meet the National Register criteria.

Environmental Impact Statement: An analysis of a major federal action’s environmental impacts conducted under the auspices of NEPA.

Historic Property: Any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the NRHP maintained by the Secretary of the Interior pursuant to the criteria for evaluation set forth in 36 C.F.R. § 60.4.

Indian Tribe: An Indian tribe, band, nation, or other organized group or community, including a native village, regional corporation or village corporation, as those terms are defined in section 3 of the Alaska Native Claims Settlement Act (43 U.S.C. § 1602), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Invited Signatory: The agency official may invite additional parties to be signatories to a PA; any such party that signs the PA shall have the same rights with regard to seeking amendment or termination of the agreement as other Signatories. The USACE has invited Donlin Gold and the State to be a Signatory to this PA pursuant to 36 C.F.R. § 800.6(c)(2). The refusal of any party invited to become a Signatory pursuant to paragraph (c)(2) does not invalidate the PA.
**National Register**: The National Register of Historic Places maintained by the Secretary of the Interior.

**Qualified Archaeologist**: An archaeologist that meets the Secretary of the Interior’s Standards and Guidelines for archeology (36 C.F.R. Part 61), which consist of, at a minimum, a graduate degree in archeology, anthropology, or closely related field plus, at least one year of full-time professional experience or equivalent specialized training in archaeological research, administration or management; at least four months of supervised field and analytic experience in general North American archeology, demonstrated ability to carry research to completion, and at least one year of full-time professional experience at a supervisory level in the study of prehistoric or historic period archeology.

**Signatories**: In accordance with 36 C.F.R. § 800.6(c)(1), signatories have the sole authority to execute, amend, or terminate the agreement.

**State**: In this document the term is used to specifically identify the Alaska Department of Natural Resources.

**Traditional Cultural Property**: A property that is eligible for inclusion in the NRHP based on its associations with the cultural practices, traditions, beliefs, lifeways, arts, crafts, or social institutions of a living community. Traditional Cultural Properties (TCPs) are rooted in a traditional community’s history and are important in maintaining the continuing cultural identity of the community. See https://www.nps.gov/history/tribes/Documents/TCP.pdf.

** Undertaking**: A project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a federal agency, including those carried out by or on behalf of a federal agency; those carried out with federal financial assistance; and those requiring a federal permit, license or approval.
**APPENDIX C1: LIST OF FEDERALLY RECOGNIZED TRIBES INVITED TO PARTICIPATE IN CONSULTATION** (* indicates a response that they will participate)

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<td>32 Lime Village</td>
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<td>33 Native Village of Marshall (aka Fortuna Ledge)*</td>
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<td>42 Native Village of Mekoryuk</td>
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<td>83 Newtok Village</td>
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<td>84 Native Village of Nightmute</td>
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APPENDIX C2: LIST OF ALASKA NATIVE CORPORATIONS INVITED TO PARTICIPATE IN CONSULTATION (* indicates a response that they will participate)

Calista Region
Akiakchak Limited Corporation
Alakanuk Native Corporation*
Arviq Incorporated (Platinum)
Askinuk Corporation (Scammon Bay)
Atmautluak Limited Corporation
Azachorok Incorporated (Mountain Village)
Bethel Native Corporation*
Calista Corporation*
Chefarnmute Incorporated (Chefornak)
Chevak Company
Chinuruk Incorporated (Nightmute)
Chuloonawick Corporation Deloycheet, Incorporated
Emmonak Corporation*
Iqfijouaq Company (Eek)
Kasiglukm Incorporated
Kokarmuit Corporation*
Kongnikilnomuit Yuita Corporation (Kotlik)
Kotlik Yupik Corporation
Kugkaktlik, Limited (Kipnuk)
Kuitsarak, Incorporated (Goodnews Bay)
Kwethluk Incorporated*
Kwik Incorporated (Kwigillingok)
Lime Village Company
Maserculiq, Incorporated (Marshall)*
Napakiak Corporation
Nerklikmute Native Corporation*
Newtok Native Corporation
Nima Corporation (Mekoryuk)
Nunakauiaq Yupik Corporation (Toksook Bay)
Nunapigllurtaq Corporation (Kotlik)
Nunapitchuk Limited
Ohog Incorporated (Lower Kalskag)
Oscarville Native Corporation (Napaskiak)
Paimiut Corporation (Hooper Bay)
Pilot Station, Incorporated
Pitka’s Point Native Corporation (St. Mary’s)
Qanirtuq, Incorporated (Quinhagak)
Qemirtalek Coast Corporation (Kongiganak)
Russian Mission Native Corporation*
Sea Lion Corporation (Hooper Bay)*
St. Mary’s Native Corporation
Swan Lake Corporation (Nunam Iqua)
The Kuskokwim Corporation*
Tulkisamute Incorporated (Tuluksak)
Doyon Region

Tuntutuliak Land Limited Corporation
Tununrmiut Rinit Corporation (Tununak)*

Doyon Region

Deloy Ges Incorporated (Anvik)
Doyon, Limited*
Hee-Yea-Lingde Corporation (Grayling)
MTNT, Limited (McGrath)*
Zho-Tse, Incorporated (Shageluk)

Cook Inlet Region

Alexander Creek Native Corporation*
Cook Inlet Regional Incorporated*
Knikatnu Incorporated (Knik)*
Tyonek Native Corporation*
APPENDIX C3: OTHER INVITED CONSULTING PARTIES (* indicates a response that they will participate)

Calista Region
Association of Village Council Presidents*
City of Akiak
City of Alakanuk
City of Bethel*
City of Chefornak
City of Chevak
City of Chuathbaluk*
City of Eek
City of Emmonak
City of Goodnews Bay
City of Hooper Bay
City of Lower Kalskag
City of Upper Kalskag
City of Kotlik*
City of Kwethluk
City of Marshall
City of Mekoryuk
City of Mountain Village
City of Napakiak
City of Nightmute
City of Nunam Iqua
City of Nunapitchuk
City of Pilot Station
City of Platinum
City of Quinhagak
City of Russian Mission
City of Scammon Bay
City of St. Mary’s
City of Toksook Bay
Yupiit Piciryarait Cultural Center

Doyon Region
Alaska Native Language Center
Anvik Historical Society
City of Grayling
City of Holy Cross
City of McGrath
City of Nikolai
City of Shageluk
Tochak Historical Society

Cook Inlet Region
1  Alaska Historical Society
2  Matanuska-Susitna Borough
3  Cook Inlet Historical Society
4  Iditarod Historic Trail Alliance*
5  Kenai Peninsula Borough
6  National Park Service, Alaska Regional Office
7
APPENDIX D: CULTURAL RESOURCES MANAGEMENT PLAN
1 Appendix E (Reserved – Amendments)