

# **CONSERVATION FRAMEWORK AGREEMENT**

*By and among*

the U.S. Department of the Interior, acting through the Bureau of Land Management and the  
U.S. Fish and Wildlife Service;

the State of Nevada, acting through the Department of Conservation & Natural Resources and the  
Department of Wildlife; and

Newmont Mining Corporation

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## **CONSERVATION FRAMEWORK AGREEMENT**

This Conservation Framework Agreement ("Agreement"), effective as of the date of the last signature hereto, is made by and among Newmont Mining Corporation, a Delaware entity, on behalf of and for the benefit of its corporate affiliates (collectively "Newmont"); the U.S. Department of the Interior ("DOI"), acting through the Bureau of Land Management ("BLM") and the U.S. Fish and Wildlife Service ("FWS"); and the State of Nevada, acting through the Department of Conservation & Natural Resources ("DCNR") and Department of Wildlife ("NDOW"). Newmont, DOI, BLM, FWS, DCNR, and NDOW are sometimes referred to herein individually as a ("Party") and collectively as the ("Parties").

This Agreement sets forth objectives and commitments for sagebrush habitat conservation and enhancement in Nevada. Newmont will voluntarily manage certain of the company's privately operated Nevada ranchlands in a manner that promotes conservation of sagebrush species, and also may propose sagebrush ecosystem enhancement measures on lands managed by BLM and carry out such projects on those lands to the extent approved by relevant federal agencies pursuant to applicable federal law. Those practices will aim to achieve net conservation gain(s) for sagebrush species that, if achieved, will generate credits that may be used, subject to any relevant approval, to compensate for residual impacts associated with future Newmont operations in Nevada that are subject to this Agreement, after all appropriate and practicable avoidance and minimization measures have been applied.

### **I. OBJECTIVES**

The Parties agree that the following objectives are central to this Agreement:

- A. Establishing a framework for sagebrush habitat conservation management activities, applicable to public and non-public lands;
- B. Collaborating to address related issues affecting the sagebrush ecosystem, including cheatgrass and rangeland fires;
- C. Promoting certainty, including the following:
  - 1. Conservation Certainty
    - a. Achievement of a net conservation gain for sagebrush species and associated sagebrush ecosystems based on quantifiable objectives;
    - b. Landscape-scale commitments to multi-species habitat conservation;
    - c. Measurable improvement of habitat and ecological systems through conservation projects;
    - d. Implementation of conservation activities in key geographical locations;
    - e. Development of mitigation projects that meet goals of the DOI's mitigation policies, including the concepts of timeliness, durability, and additionality;

- f. Continuation and expansion of the conservation efforts that, in part, led the FWS to conclude that the greater sage-grouse did not require Endangered Species Act (“ESA”) protection;
  - g. Demonstrable agency-private partnership and coordination of efforts with appropriate state and federal wildlife and land management agencies;
  - h. Commitment of on-the-ground resources and expertise, including through appropriate ranching, agricultural, and other activities, that lead to implementation of conservation projects;
  - i. Collaboration to address related issues, including invasive species (e.g., cheatgrass) and reduction of wildfire risk; and
  - j. Testing, development, evaluation, and refinement of mitigation options.
2. Business Certainty
- a. Continuity of operations (mineral exploration, mineral resource development, rangeland livestock activities, and wildlife management);
  - b. Continuity of employment (Newmont currently employs approximately 3,500 Nevadans);
  - c. Business planning and forecasting, including predictable permitting timelines;
  - d. Clear framework for future interactions with regulators regarding conservation activities and availability and application of credits;
  - e. Ability to use on-the-ground expertise to identify conservation projects, provide information about areas with potential for maximum conservation gain, and plan operational activities responsively; and
  - f. Integration of conservation efforts with mining, agricultural, and ranching activities to maximize efficiency and efficacy.
- D. Flexibility and adaptability, including through adaptive management,<sup>1</sup> to achieve net conservation gain;
- E. Successful and sustainable multiple-use of subject lands;
- F. Promoting conservation in an innovative and integrated manner;
- G. Continued and transparent communications and information-sharing among key stakeholders; and

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<sup>1</sup> “Adaptive Management,” as defined by 43 C.F.R. § 46.30, is a system of management practices based on clearly identified outcomes and monitoring to determine whether management actions are meeting desired outcomes and, if not, facilitating management changes that will best ensure that outcomes are met or re-evaluated. Adaptive Management recognizes that knowledge about natural resource systems is sometimes uncertain.

H. Agency-private collaboration to achieve a net conservation gain for sagebrush habitat to further species conservation and enhancement in Nevada.

## II. **BACKGROUND**

A. The term "sagebrush species" refers to species found in or members of the sagebrush ecosystem, which includes, but is not limited to, sagebrush obligate species.

### B. Newmont

1. Newmont conducts mineral exploration and mining operations on both private and public lands in Nevada and owns or manages significant tracts of land in the State.
2. Through its wholly owned subsidiary, Elko Land & Livestock Company, Newmont manages several ranches in northern Nevada.
3. Most of those ranch operations are within the sagebrush ecosystem and provide a wide range of habitat and biological diversity.

### C. State of Nevada

1. The sagebrush ecosystem, in addition to supporting many of the State's plants and wildlife, is an integral part of Nevada's culture and economy. The Nevada Sagebrush Ecosystem Program ("SEP") is a collaborative, multi-disciplinary program established to protect and enhance the sagebrush landscape.
2. The SEP is led by the Sagebrush Ecosystem Council ("SEC"), which is composed of nine members and six ex-officio members, including the Directors of DCNR, NDOW, and the Nevada Department of Agriculture.
3. The Nevada entities have worked together cooperatively to develop and revise the Nevada State Sage-grouse Conservation Plan, review and comment on the BLM Nevada and Northeastern California Greater Sage-grouse Environmental Impact Statement and Land Use Plan Amendment, and create and implement the Nevada Conservation Credit System ("CCS"), the last of which is discussed in more detail below.
4. The CCS was created and adopted in accordance with Nevada state law which required the SEC to establish a program to mitigate damage to sagebrush ecosystems in this State by authorizing a system that awards credits to protect, enhance, or restore sagebrush ecosystems.
5. In March 2016, DCNR entered into a Memorandum of Understanding ("MOU") with the BLM, Nevada State Office and California State Office (which manages a portion of BLM-administered public lands within the State of Nevada), and the USDA, Forest Service ("U.S. Forest Service"), Humboldt-Toiyabe National Forest (Agreement No. BLM-NV-MOU-NV934-2016-005), confirming those parties' intentions to cooperate regarding use of the CCS as a tool to enhance mitigation options, improve habitat on federal lands by authorizing credit

development projects, and provide for mitigation of residual impacts from anthropogenic disturbance that cannot be practicably avoided or minimized.

6. NDOW is the state agency responsible for the restoration and management of wildlife resources, and its regional staff have expertise and on the ground knowledge that will contribute to project plan development and understanding of biological effectiveness of conservation practices.

D. Department of the Interior

1. DOI, through the BLM, manages approximately 67 million acres of greater sage-grouse habitat in the United States and is seeking to conserve and enhance that habitat pursuant to its authority under FLPMA to manage for multiple uses and sustained yield, including through applicable Resource Management Plans.
2. DOI, through the FWS, is working with others to conserve the greater sage-grouse and the sagebrush ecosystem. The FWS was a cooperating agency in the BLM and U.S. Forest Service planning effort and supports conservation efforts across the range.
3. In 2015, BLM, together with the U.S. Forest Service, issued land use plan revisions and amendments that incorporate greater sage-grouse conservation measures intended to conserve, enhance, and restore sagebrush habitat while at the same time promoting sustainable economic development in the West.
4. Those plan amendments and revisions were relied upon in the FWS' 2015 determination that the greater sage-grouse no longer warranted protection under the ESA.
5. The FWS has committed to review the status of the sage-grouse species in 2020.

**III. AUTHORITIES**

This Agreement shall be governed by and construed in accordance with relevant law and policy, including:

- A. Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*);
- B. Fish and Wildlife Coordination Act of 1934, (16 U.S.C. §§ 661 *et seq.*);
- C. Federal Land Policy and Management Act (43 U.S.C. §§ 1701 *et seq.*), including the BLM's 2015 Record of Decision and Approved Resource Management Plan Amendments for the Nevada and Northeastern California Sub-Region and any other applicable land use planning decisions;
- D. National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*);
- E. Nev. Rev. Stat. Chapters 232.162, 321.594, and 501;

F. DOI policy, including the Departmental Manual; and

G. Memorandum of Understanding Between The USDI, Bureau of Land Management, Nevada State Office and California State Office, And Nevada Department of Conservation and Natural Resources, And The USDA, Forest Service, Humboldt-Toiyabe National Forest, Agreement No. BLM-NV-MOU-NV934-2016-005.

#### **IV. RESPONSIBILITIES AND COMMITMENTS**

A. The Parties agree to work together to promote conservation of sagebrush ecosystems and habitat, pursue measurable net conservation gain(s) for sagebrush species, and to further the objectives of this Agreement outlined above.

B. The Parties will continue to work together to further refine and develop the CCS, including provision for large-scale, multi-species implementation.

#### **C. NEWMONT RESPONSIBILITIES AND COMMITMENTS**

1. Newmont will develop and implement sagebrush conservation and habitat management practices pursuant to approved project plans (see Section VII below).
2. Newmont will ensure that lands subject to a project plan are managed and maintained in accordance with that plan and this Agreement.
3. Newmont will monitor and report on the implementation and results of the conservation projects proposed pursuant to this Agreement and approved by relevant government agencies in accordance with the practices outlined herein to provide appropriate and sufficient information upon which to measure progress and performance.
4. Newmont will continue, including through its partnerships with scientific institutions, to conduct and assess rangeland activities aimed at improving habitat, controlling invasive species, and addressing information needs.

#### **D. STATE OF NEVADA OVERSIGHT AND COMMITMENTS**

1. The State of Nevada has developed and manages the SEP, a collaborative, multi-disciplinary program established to protect and enhance the sagebrush landscape that serves as habitat for much of the State's plants and wildlife, and is an integral part of the State's culture and economy.
2. The CCS (including the habitat quantification tool ("HQT"), a method of calculating credits and debits), is part of the SEP and managed by the State, in particular by the Sagebrush Ecosystem Technical Team ("SETT").
3. The State, in particular, DCNR and NDOW, agrees to provide technical assistance in carrying out provisions of this Agreement, and to aid in coordination and communication with other agency stakeholders. As the state agency responsible for the restoration and management of wildlife resources, NDOW and its regional staff will provide expertise and on the ground

knowledge that will contribute to project plan development, benefit adaptive management processes, and aid in understanding the biological effectiveness of conservation practices.

4. If the CCS is used for a particular project, the SETT will coordinate with the Parties regarding use of the CCS as appropriate and in accordance with the MOU, Agreement No. BLM-NV-MOU-NV934-2016-005. If a NEPA analysis is required for a proposed project, the SETT will participate in the mitigation discussion for all alternatives analyzed, in accordance with the MOU, Agreement No. BLM-NV-MOU-NV934-2016-005.
5. NDOW is the State management authority for wildlife and habitat in the State of Nevada.

#### **E. DOI OVERSIGHT AND COMMITMENTS**

1. **FWS and BLM Commitments**
  - a. FWS and BLM recognize that coupling conservation activities with Newmont's ongoing ranching and agricultural activities can provide opportunities to maximize the conservation benefit of this Agreement.
  - b. FWS and BLM recognize that sagebrush ecosystem enhancement measures that Newmont may propose and carry out on land managed by BLM, to the extent approved by federal agencies pursuant to federal law, can provide opportunities to maximize the conservation benefit of this Agreement.
  - c. As appropriate and as resources allow, FWS and BLM agree to provide technical assistance in carrying out provisions of this Agreement, and to aid in coordination and communication with other agency stakeholders.
  - d. FWS, BLM, Newmont, and, as appropriate, the SETT and NDOW, will coordinate and agree on provisions in the project plans, including: conservation and habitat management measures, monitoring objectives, and adaptive management guidelines.
  - e. All commitments by BLM and FWS are made to the extent authorized by and subject to federal law.
2. **FWS Commitments**
  - a. FWS agrees that if a species is listed or proposed for listing under the ESA, Newmont may incorporate credits, if appropriate, that have been or will be released to Newmont prior to the conclusion of Section 7 consultation or conference into future proposed plan(s) of operations or amendment(s).
  - b. In the context of a future proposed plan of operations or amendment to a plan of operations and related Section 7 consultation, if FWS determines that existing credits are sufficient to achieve a net conservation gain, no additional requirements will be included in the reasonable and prudent measures to the

extent that use of the CCS or other credit/debit method is consistent with applicable law and regulation.

- c. If Newmont elects to apply for an incidental take permit under Section 10, and FWS determines that existing credits are sufficient to achieve a net conservation gain, FWS will accept those credits as satisfaction of the obligation to mitigate impacts to the subject species to the maximum extent practicable. All issuance criteria must be met to receive an incidental take permit.
- d. Credits may be used only once.

3. **BLM Commitments**

- a. BLM agrees that earned credits held by Newmont may be incorporated into proposed plans of operations to address adverse residual impacts to sagebrush habitat that the BLM identifies through its NEPA and decision-making process, after appropriate and practicable avoidance and minimization measures have been applied. If the BLM determines that a proposed plan of operations will require compensatory mitigation, and the CCS is used as the credit/debit method, the BLM will coordinate with the SETT regarding use of the CCS and, where appropriate, evaluate the CCS mitigation recommendations in its NEPA analysis. For sagebrush species and habitat covered by this Agreement, if Newmont avoids and minimizes impacts to the extent practicable, and BLM determines that existing credits are sufficient to achieve a net conservation gain, then it is anticipated that the BLM, to the extent consistent with applicable law and regulations, will not require additional compensatory mitigation measures for that species and habitat when reviewing a proposed plan of operations or amendment.
- b. In the event that a sagebrush species is listed under the ESA, for purposes of satisfying 43 C.F.R. § 3809.420(b)(7) and as appropriate, BLM agrees to accept a determination by the FWS respecting reasonable and prudent measures as sufficient to prevent adverse impacts if those reasonable and prudent measures are incorporated into the relevant plan of operations.
- c. Nothing in this Agreement modifies or otherwise affects any valid existing rights held by Newmont, and BLM, consistent with applicable law, will use its discretion so as to not impair any such rights.
- d. BLM will make a good faith effort to process in a timely fashion any of Newmont's proposed plans of operations or proposed amendments to existing plans of operations under the authorities administered by BLM.
- e. BLM agrees that the use of mitigation credits contemplated by this Agreement is consistent with the Resource Management Plans currently in effect for the subject area and may lawfully be used to inform BLM's decisions regarding any plan of operations later submitted by Newmont.

## **V. CREDIT/DEBIT CALCULATION**

A. If it is available, implementable, and appropriate for a particular project at the time of project proposal or implementation, the CCS and HQT will be used to calculate credits accrued pursuant to implementation of conservation projects and related activities under this Agreement, and to calculate debits accrued as a result of any proposals by Newmont for future mining and other associated activities. If the CCS is not available, implementable, or appropriate, in whole or in part, at the time of project proposal or implementation, Newmont may propose in its project plan (see Section VII) another appropriate credit/debit method (e.g., The Nature Conservancy Landscape Conservation Forecasting™ method) for that project. The method will quantify conservation outcomes (credits) and impacts from human activities (debits), and add to the body of information used to assess and report the overall progress from implementation of conservation action(s) pursuant to this Agreement. The Parties will respond to that proposed method and consider relying on it, as appropriate, in reaching decisions under their respective legal authorities, and continue to be engaged as resources allow throughout project review and implementation.

B. In furtherance of this Agreement's objectives, including the goal of achieving net conservation gain(s) for sagebrush species, credits also may be available for restoration projects through CCS or other credit/debit methods that include components of developing and improving resource management and restoration techniques through adaptive management. Through those efforts, the Parties seek to partner with each other and other managers, scientists, and stakeholders, as appropriate, in sharing risk and applying resources to advance current management strategies and information. This undertaking will involve exploring alternative ways to meet management objectives, implementing selected alternatives, monitoring to learn about the impacts of those management actions, and ultimately using the results to update knowledge and adjust management actions (including, as appropriate, by amendment(s) to this Agreement).

C. Credits earned by Newmont will be maintained for subsequent use by Newmont or sold at Newmont's sole discretion.

D. Credits will be released upon Newmont's fulfillment of the performance standards set forth in the project plan, and any applicable requirements of the selected credit release schedule (i.e., some credits may be released immediately upon approval of the project plan, upon completion of a conservation action, or in stages, as set out in the approved project plan). Parties will confirm performance standards have been met prior to release.

E. Debits will apply only to any impact(s) that will remain after implementation of practicable avoidance and minimization measures, as determined by BLM. Remaining impacts will be evaluated, as appropriate, by the credit/debit method.

F. Parties will engage in opportunities to compare different credit/debit methods to gain understanding of valuation processes based on different quantification approaches and scientific assumptions (e.g., CCS compared with The Nature Conservancy Landscape Conservation Forecasting™ method).

## **VI. PILOT PROJECTS**

A. Newmont commits to establish and implement a limited number of pilot projects to test the efficacy of this Agreement and inform modifications to the Agreement and

management practices to maximize the conservation benefit of this Agreement. Up to five (5) pilot projects may be proposed, implemented, and evaluated in the first two (2) years following execution of this Agreement.

B. Each pilot project will be proposed as a project plan, as described below. For clarity, each pilot project plan will be submitted with a cover page indicating that it is being proposed as a pilot project. The FWS, BLM, DCNR and NDOW will make a good faith effort to review pilot project plans in an expedited fashion to inform implementation of this Agreement and allow for early identification of any necessary adjustments thereto.

C. If a pilot project is completed and the CCS or other selected credit/debit method determines that the project satisfies applicable criteria for earning of credits, such credits will issue pursuant to the standard process for the particular credit/debit method used for that project.

D. Progress and results associated with pilot projects will be communicated pursuant to the practices identified in Section X, "Communications and Reporting."

E. BLM's review of a pilot project does not constitute a grant of permission to engage in activities on any federal lands. Such permission shall be governed by all applicable legal requirements.

## **VII. PROJECT PLANS FOR CONSERVATION ACTIVITIES**

A. Newmont will propose project plans that identify the conservation practices Newmont will undertake on the subject property and identify a proposed schedule for implementation (including corresponding credit release).

B. Where applicable and appropriate, project plans will aim to complement or conform with conservation activities occurring on nearby or adjacent federal lands.

C. Project plans will include the following:

1. Baseline conditions of the land(s) subject to the project plan, relevant to the compensatory mitigation approach selected;
2. Description and location of conservation practices, including any real estate assurances or other mechanisms for maintaining the benefits of those practices;
3. Overall management goals and objectives and related performance measures;
4. Specific tasks, timing, and duration of conservation actions;
5. Anticipated credits that will accrue from implementation and conditions for credit release;
6. Map(s) depicting the location of the conservation practices;
7. Adaptive management provisions, including triggers and remedial management actions related to stated goals and objectives, as appropriate;

8. Land use activities, such as grazing and farming, that Newmont may still continue to undertake in the subject area (and accompanying management prescriptions and conservation practice standards and specifications) and prohibited uses of the subject area;
9. Monitoring plan and protocols;
10. Reporting and communications plan;
11. Related activities, if any;
12. Rights of access to the subject area; and
13. Field and Geographic Information System (GIS) data required by the credit/debit method, if applicable.

D. Review of Project Plans

1. BLM, FWS, DCNR and NDOW will review project plans and may confer with other federal, state, or local agencies as part of that review. Newmont will be included throughout that process.
2. Within 15 days of receipt of a proposed project plan, the Parties will meet, either in person or via teleconference, to discuss the proposed project.
3. In order to meet seasonal windows and to expedite implementation of on-the-ground conservation measures, BLM, FWS, DCNR and NDOW will make a good faith effort to review and resolve project plans and any related submittals within a mutually agreed upon timeframe established at the meeting referenced in Section VII(D)(2) above.
4. Once a project plan review is completed, Newmont will: (1) obtain all appropriate permits and other authorizations needed to implement the project plan; and (2) manage and monitor the land(s) subject to the project plan, as appropriate, and for the period(s) agreed upon by the Parties to preserve the habitat and conservation values and in accordance with the performance measures set forth in the project plan.
5. BLM's review of a project plan does not constitute a grant of permission to engage in activities on any federal lands. Such permission shall be governed by all applicable legal requirements.

E. Modification of Project Plans

1. Project plans are intended to be iterative and non-static, which is intended to be achieved through Party discussions and adaptive management processes.
2. The Parties shall meet and confer upon the request of any one of them to consider revisions to the project plan(s), which may be necessary or appropriate to better conserve the habitat and conservation values of the land(s) subject to the project plan.

3. Additional project plan components may be identified over time to promote conservation and business certainty.
4. Modification of a project plan does not constitute a grant of permission to engage in activities on any federal lands. Such permission shall be governed by all applicable legal requirements.

## **VIII. RELATED ACTIVITIES**

A. Subject to all required approvals and applicable legal requirements, Newmont may undertake activities closely related to the objectives of this Agreement, including those listed below, and may propose those activities as part of project plans.

1. **Invasive Species.** Newmont will implement and evaluate planned, targeted, and or prescribed livestock grazing, and other strategies to maintain and increase the health of desirable plants, including deep rooted perennial grasses, shrubs, and forbs, with an overall objective of effectively managing cheatgrass to reduce its current dominance on treated sites.
2. **Fire Suppression and Management.** Newmont will implement and evaluate strategic fuels management to promote native sagebrush ecosystem health.
3. **Predator subsidies.** Practices to reduce anthropogenic subsidies to predators of greater sage-grouse will be deployed at certain of Newmont's mineral exploration, mine operations, and ranch facilities in Nevada. Those practices include measures to reduce predator access to waste dumpsters, landfills, and livestock carcasses, and similar actions.

## **IX. FINANCIAL ASSURANCE**

A. This agreement does not affect Newmont's obligations to provide financial assurances as provided by federal or state law. Financial assurances may be provided for, as appropriate and as authorized by law, in a project plan.

## **X. COMMUNICATIONS AND REPORTING**

A. The Parties will continue to collaborate with key stakeholders and contributing entities regarding the conservation efforts that are the subject of this Agreement.

B. The Parties jointly commit to a flexible learning process guided by the adaptive management principles identified in agency guidance including the DOI "Adaptive Management: Technical Guide" (updated 2009), and will make course corrections as needed to maximize the conservation benefit of the activities conducted pursuant to this Agreement.

1. **Pilot program reporting:** Newmont will provide interim reports regarding the progress of each pilot project. Within 60 days of conclusion of a particular pilot project, Newmont will provide a written report summarizing the results of the program and identifying lessons learned and recommended best practices for implementation in future projects.

2. Project plan: The Parties, at their option, may agree to meet after approval of the first project plan to share information and identify opportunities for improved practices and processes.
3. Newmont shall submit drawings and maps, as appropriate, to depict *in situ* conservation practices in an approved project plan no later than 30 days following initial implementation of those practices.

C. Newmont shall submit an annual report to the Parties summarizing activities it conducted pursuant to this Agreement during the prior year and progress toward the objectives and milestones identified herein. The Annual Report shall:

1. describe any deficiencies in attaining and maintaining performance measures and any remedial action proposed, approved, or performed;
2. contain an itemized account of the management tasks conducted that year; and
3. set forth an itemized accounting of any financial assurance(s).

D. Following submission of the annual report and pursuant to the adaptive management principles all Parties agree are central to the iterative nature of this Agreement, the Parties shall meet to discuss "lessons learned" and identify potential changes to the Agreement structure that would maximize the conservation benefit of the Agreement or otherwise improve its implementation, process, or effect. The Parties may meet more frequently at their option. Any such changes shall be memorialized in amendment(s) to the Agreement. The effective date of any such changes and applicability to previously submitted project plan(s) shall be determined by the Parties on a case-by-case basis.

E. Reporting and monitoring will be consistent with the applicable requirements of the selected credit/debit method.

## XI. MISCELLANEOUS

### A. Project Lands

1. Force Majeure. Force majeure provisions may be considered and approved in project plans, as appropriate. Project plans shall account for foreseeable events.
2. Land Conveyance. Newmont may sell, assign, transfer, or convey (each a "transfer") its interest in land(s) subject to a project plan at any time and in accordance with any applicable legal requirement or approval; *provided, however*, that any such transfer on or after the execution date of this Agreement must be made subject to Newmont's obligations under this Agreement and the applicable project plan(s).

**B. Dispute Resolution**

1. The Parties agree to work together in good faith to resolve disputes concerning this Agreement. Unless a Party has initiated legal action, any Party may elect to employ an informal dispute-resolution process whereby:
  - a. The electing Party shall notify the other Parties of the dispute, the position of the aggrieved Party (including, if applicable, the basis for contending that a violation has occurred), and the remedies the electing Party proposes.
  - b. The notified Parties shall have 30 days (or such other time as the Parties may mutually agree) to respond. During this time, any such other Parties may seek clarification of the initial notice.
  - c. Within 30 days after such notified Parties' response was provided or due, whichever is earlier, the Parties shall confer and negotiate in good faith toward a mutually satisfactory resolution, or shall establish a specific process and timetable to seek such resolution.
  - d. If any issues cannot be resolved through such negotiations, any Party may elevate the dispute to senior management of the Parties. For purposes of this provision, "senior management" shall mean the FWS' Supervisor for the Reno Fish and Wildlife Office; the BLM State Director; the Director of the State of Nevada Department of Wildlife; the Director of the State of Nevada Department of Conservation and Natural Resources; and an employee of Newmont at the Vice President level or above, or the designee of any of the above. After written receipt of the elevation request, the Parties' senior management shall meet, either in person or by teleconference, within 45 days. Nothing in this paragraph shall preclude more than one member of the Parties' senior management from participation.
  - e. If the steps in this section do not result in the resolution of the dispute, the Parties will consider non-binding arbitration or mediation and other alternative dispute resolution processes. If a dispute resolution process is agreed upon, the Parties will make good-faith efforts to resolve any remaining issues through that process.
  - f. The dispute resolution process may be terminated by any Party upon written notice to all other Parties.

**C. Modification or Termination**

1. **Amendment and Modification.** This Agreement may be amended or modified only with the written approval of the Parties. All amendments and modifications shall be fully set forth in a separate document signed by all Parties that shall be appended to this Agreement.

2. Termination.

- a. Any Party may terminate this Agreement upon 90 days' written advance notice to the other Parties in accordance with Section XI(K), below.
- b. In the event this Agreement is terminated prior to Newmont's use of all authorized credits, any remaining credits shall be extinguished and will no longer be available for use, and any financial assurance associated with those credits will be released. Termination shall not affect credits already earned or used, including any responsibilities to comply with any remaining mitigation or other obligations associated with such credits.

D. **Default.** Newmont shall be in default if it fails to observe or perform any obligations or responsibilities required of it by this Agreement. In the event Newmont realizes it is in default, it shall promptly notify the other Parties. Once the Parties receive notification or otherwise become aware that Newmont is in default, the Parties may elect to either pursue informal dispute resolution consistent with Section XI(B) or may request Newmont to draw upon and expend the appropriate financial security as necessary to cure the default. This Section shall not be construed to modify or limit any specific right, remedy, or procedure in any Section of this Agreement or any remedy available under applicable state and/or federal Law. This Agreement shall not be construed as a contract enforceable by monetary damages.

E. **Limitations.** Nothing in this Agreement is intended to:

1. Characterize, define, quantify, or otherwise pre-judge any environmental impacts analysis, or decisions based on such environmental analysis, that may or may not be associated with future mining operations undertaken by Newmont;
2. Characterize, define, quantify, or otherwise pre-judge any avoidance, minimization, or mitigation activities that may be required to be undertaken by Newmont as a condition of approval of proposed future mining operations;
3. Reduce, constrain, or frustrate fulfillment of the standards applicable under federal law, including FLPMA and the ESA, to mining activities that may be undertaken by Newmont;
4. Limit the Federal agencies' authority to manage, or otherwise exercise authority with respect to, Federal lands, consistent with FLPMA, ESA, and/or other applicable law;
5. Limit the responsibility of Newmont to comply with FLPMA, ESA, or other applicable law;
6. Reduce, constrain, or frustrate application of the FWS' discretion to determine the conservation status of greater sage-grouse, including any decision whether to propose to list the greater sage-grouse as a threatened or endangered species, or to designate critical habitat for the greater sage-grouse.

7. Limit the authority of the United States government to seek civil or criminal penalties or otherwise fulfill its enforcement responsibilities under the ESA, FLPMA, or other applicable law; or
8. Modify or otherwise affect any valid existing rights held by Newmont.

F. **Controlling Language.** The Parties intend the provisions of this Agreement and each of the documents incorporated by reference in it to be consistent with each other, and for each document to be binding in accordance with its terms. To the fullest extent possible, these documents shall be interpreted in a manner that avoids or limits any conflict between or among them. However, if and to the extent that specific language in this Agreement conflicts with specific language in any document that is referenced in this Agreement other than federal or state law or policy, the specific language within this Agreement shall be controlling. The captions and headings of this Agreement are for convenient reference only, and shall not define or limit any of its terms or provisions.

G. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between and among the Parties pertaining to Newmont sagebrush conservation activities in Nevada, and supersede all prior and contemporaneous discussions, negotiations, understandings, or agreements of the Parties. It does not affect agreements entered into between the federal and state Parties, including the MOU. No other agreement, statement, or promise made by the Parties regarding the subject matter of this Agreement, or to any employee, officer, or agent of the Parties, which is not contained in this Agreement, shall be binding or valid. No alteration or variation of this Agreement shall be valid or binding unless contained in a written amendment in accordance with Section XI(C)(1). Each of the Parties acknowledge that no representation, inducement, promise or agreement, oral or otherwise, has been made by any of the other Parties or anyone acting on behalf of any of the Parties unless the same has been embodied herein.

H. **Reasonableness and Good Faith.** Except as specifically limited elsewhere in this Agreement, whenever this Agreement requires a Party to give its consent or approval to any action on the part of another Party, such consent or approval shall not be unreasonably withheld or delayed. If the Party disagrees with any determination covered by this provision and reasonably requests the reasons for that determination, the determining Party shall furnish its reasons in writing and in reasonable detail within 30 days following the request.

I. **Successors and Assigns.** This Agreement and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns subject to the limitations on transfer set forth in this Agreement.

J. **Partial Invalidity.** If any term or provision of this Agreement is held to be invalid or unenforceable, in whole or in part, for any reason, the validity and enforceability of the remaining terms and provisions, or portions of them, shall not be affected unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.

K. **Notices.**

1. Any notice, demand, approval, request, or other communication permitted or required by this Agreement shall be in writing and deemed given when delivered personally, sent by electronic mail with receipt confirmation, or sent by recognized overnight delivery service, addressed as set forth below, or five

days after deposit in the U.S. mail, postage prepaid, and addressed as set forth below.

2. Notice by any Party to any other Party shall be given to all Parties. Such notice shall not be effective until it is deemed to have been received by all Parties.
3. Addresses for purposes of giving notice are set forth below. Any Party may change its notice address by giving notice of change of address to the other Parties in the manner specified in this Section.

**BLM:** State Director (Incumbent – John F. Ruhs)  
Nevada State Office  
Bureau of Land Management  
1340 Financial Blvd.  
Reno, Nevada 89502  
Telephone: 775-861-6400

**DCNR:** Director (Incumbent – Leo Drozdoff)  
Nevada Department of Conservation and Natural Resources  
901 S. Stewart St., Ste. 1003  
Carson City, NV 89701  
Telephone: 775-684-2700

**FWS:** Supervisor (Incumbent – Ted Koch)  
Reno Fish and Wildlife Office  
U.S. Fish and Wildlife Service  
1340 Financial Blvd., Suite 234  
Reno, Nevada 89502  
Telephone: 775-861-6300

**NDOW:** Director (Incumbent – Tony Wasley)  
Nevada Department of Wildlife  
6980 Sierra Center Pkwy #120  
Reno, NV 89511  
Telephone: 775-688-1500

**Newmont:** Director, Rangelands (Incumbent – Jeff White)  
Newmont USA Limited  
1655 Mountain City Highway  
Elko, NV 89801  
Telephone: 775-778-2519

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single executed agreement.

M. No Third-Party Beneficiaries. This Agreement shall not create any third-party beneficiary hereto, nor shall it authorize anyone not a Party hereto to maintain any action, suit or other proceeding, including without limitation, for personal injuries, property damage, or enforcement pursuant to the provisions of this Agreement. The duties, obligations, and

responsibilities of the Parties to this Agreement with respect to third parties shall remain as otherwise provided by law as if this Agreement had never been executed.

N. **Availability of Funds.** Implementation of this Agreement by the FWS and BLM is subject to the requirements of the Anti-Deficiency Act, 31 U.S.C. § 1341, and the availability of appropriated funds. Nothing in this Agreement may be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The FWS and BLM are not required under this Agreement to expend any appropriated funds unless and until an authorized official affirmatively acts to commit to such expenditures as evidenced in writing.

O. **No Partnerships.** This Agreement shall not make or be deemed to make any Party to this Agreement an agent for or the partner or joint venture of any other Party.

P. **Cooperation in Communications.** As appropriate, the Parties agree to cooperate and coordinate in developing and disseminating information to the public, including but not limited to representatives of news organizations, stakeholders in the Agreement, and public officials, regarding this Agreement and the process by which the Agreement was reached. The points of contact for purposes of communication coordination under this Section are those set out in Section XI(J)(3).

Q. **Execution.** Each of the undersigned certifies that he or she has full authority to bind the Party that he or she represents for purposes of entering into this Agreement. This Agreement shall be deemed executed on the date of the last signature by a Party.

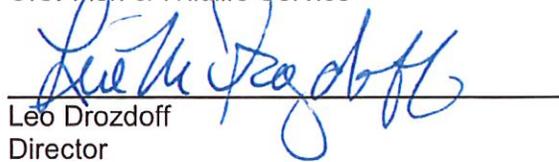
IN WITNESS WHEREOF, the Parties have executed this Conservation Framework Agreement as follows:

  
\_\_\_\_\_  
John F. Ruhs  
State Director, Nevada  
Bureau of Land Management

30 August 2016  
Date

  
\_\_\_\_\_  
Ted Koch  
Supervisor – Reno Fish and Wildlife Office  
U.S. Fish & Wildlife Service

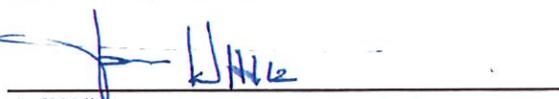
8/30/16  
Date

  
\_\_\_\_\_  
Leo Drozdoff  
Director  
Nevada Department of Conservation  
and Natural Resources

August 30, 2016  
Date

  
\_\_\_\_\_  
Tony Wasley  
Director  
Nevada Department of Wildlife

8/30 '16  
Date

  
\_\_\_\_\_  
Jeff White  
Director, Rangelands  
Newmont Mining Corporation

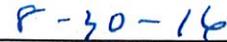
30 AUG 16  
Date

IN WITNESS WHEREOF, the Parties have authorized and endorsed this Conservation Framework Agreement as follows:

  
\_\_\_\_\_  
Brian Sandoval  
Governor  
State of Nevada

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Janice Schneider  
Assistant Secretary,  
Land and Minerals Management  
U.S. Department of the Interior

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Elaine Dorward-King  
Executive Vice President,  
Sustainability and External Relations  
Newmont Mining Corporation

  
\_\_\_\_\_  
Date