

EUREKA_024

STIPULATION FOR WITHDRAWAL OF PROTESTS

This Stipulation is made and entered into between General Moly Inc., (GMI), and the United States Department of the Interior, Bureau of Land Management (BLM). Collectively, GMI and the BLM are referred to as the "Parties".

RECITALS

- A. On May 03, 2005, GMI filed applications 72695-72698 and on December 05, 2005 GMI filed applications 73545-73552 to appropriate a combined total of 267.36 cfs from underground sources for mining, milling and dewatering in the Kobeh Valley Hydrographic Basin. On January 16, 2004 Robert L. and Cathy Valenta Weise filed application 70818-70827 to appropriate a combined total of 48 cfs from underground sources for irrigation and domestic in the Kobeh Valley Hydrographic Basin. On June 29, 2007, GMI filed change applications for 75979-76004 and 76483-76486 to change the point of diversion, manner of use and place of use of a combined total of 105.51 cfs. The above listed applications, as modified, shall hereinafter be referred to as the "Applications".

GMI is the owner of record of the applications filed by Robert L and Cathy Valenta Weise. GMI intends to use all water rights to the Mount Hope mining project for milling and mining purposes.

- B. The BLM filed timely protests to the granting of water rights under the applications 72695-72698, 73545-73552 and 70818-70827 pursuant to BLM'S responsibilities to manage the public lands within and adjacent to the Kobeh Valley, Pine Valley and Diamond Valley hydrographic basins. BLM petitioned the State Engineer to hold an interested person's status for the change applications (75979-76004 and 76483-76486) and this petition was granted. BLM holds certain water rights and manages water-related resources within and adjacent to the Kobeh Valley Hydrographic Basin that may be affected if the subject Applications are granted.
- C. GMI asserts that pumping of ground water pursuant to the applications will not have an unreasonable adverse affect on BLM resources or water rights within or adjacent to Kobeh Valley, Diamond Valley and Pine Valley Hydrographic Basins.
- D. BLM asserts the proposed Applications with pumping concentrated in a specific area poses a potential risk of adversely impacting its water rights and water-related resources within and adjacent to the Basins and are desirous of working in a cooperative manner with GMI to protect these rights and resources.
- E. GMI and BLM acknowledge that in addition to the pending Applications, GMI holds certificated irrigation ground water rights and surface rights in Kobeh Valley, Diamond Valley and Pine Valley.

- F. The Parties agree there is a need to collect and analyze additional hydrologic data to assess potential impacts from the proposed pumping of water and improve understanding of the affected groundwater flow system.
- G. The Parties acknowledge that Nevada Water Law provides pursuant to NRS 534.110(4) that "It is a condition of each appropriation of ground water acquired under this chapter [534] that the right of the appropriator relates to a specific quantity of water and that the right must allow for a reasonable lowering of the static water level at the appropriator's point of diversion." Further, pursuant to NRS 534.111(5), Nevada Water Law "does not prevent the granting of permits to applicants later in time on the ground that the diversions under the proposed later appropriations may cause the water level to be lowered at the point of diversion of a prior appropriator, so long as the rights of holders of existing appropriations can be satisfied under such, express conditions." It is the intent of the Parties that this Stipulation provides the initial "express conditions" to allow the development of the GMI Applications to proceed, however, such future conditions may be different based on implementation of the monitoring, management and mitigation plan specified in Exhibit A, attached to this Stipulation and made a part hereof.
- H. The State Engineer has set an administrative hearing on the protests of the BLM and other protestants October 13, 2008.
- I. The Parties acknowledge that Eureka County, Roy Risi, David Stine, Eureka Produces Coop, Tim Halpin, Lloyd Morrison, Peter and/or Tom Demale and Bobcat Ranch (Robert and Cathy Valenta Weise) have filed protests to a portion of the Applications, but that those entities are not Parties to or in any way bound or prejudiced by this Stipulation. Further, these protestants may enter into stipulations with GMI concerning the GMI Applications. Such stipulations shall not require the participation of the BLM nor modify in anyway the intent or content of this Stipulation, nor shall the BLM be bound or prejudiced by such stipulations.
- J. The Parties agree that the preferred conceptual approach for protecting BLM water rights from injury and BLM water-related resources from unreasonable adverse impacts from GMI's proposed pumping is by limiting the volume of groundwater use to the recognized perennial yield of the basins and through the use of monitoring, management and mitigation of groundwater pumping in a concentrated area. The common goal of the Parties is to allow reasonable pumping without causing any injury to BLM water rights (Federal water rights) and/or unreasonable adverse impacts to BLM water-related resources (Federal resources). BLM water rights are all state based and federal reserved water rights held by BLM including those listed on Tables 1 and 2. BLM water related resources are those water dependent ecosystems and associated species and their habitats that are managed by BLM. Groundwater and the affects of pumping need to be properly monitored and managed to avoid adverse impacts to the water rights and water dependent ecosystems on BLM administered land. To accomplish this goal, there is a need to obtain accurate and reliable information on the aquifer's response to pumping stresses and pit dewatering

activities and the impacts of that pumping on water rights and resources of interest. This is to be accomplished by implementing the monitoring, management and mitigation plan as set forth in Exhibit A to this Stipulation. The Parties have determined that it is in their best interest to cooperate in the collection of additional hydrologic and hydrogeologic information as set forth in Exhibit A to this Stipulation.

K. The Parties desire to resolve the issues raised by the protests according to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties do agree as follows:

1. The BLM hereby expressly agrees to withdraw its protests to the Applications and agrees that the Nevada State Engineer may rule on the Applications based upon the terms and conditions set forth herein. It is expressly understood that this Stipulation is binding only upon the Parties hereto and their successors, transferees and assigns, and shall not bind or seek to bind or prejudice any other Parties or protestants.
2. GMI and BLM through the Technical Review Panel (TRP), as described in Exhibit A, agree to engage in collaborative efforts to monitor potential impacts to the groundwater system related to the consumptive use of water and dewatering activities of the mine operation from the Kobeh Valley, Diamond Valley and Pine Valley Hydrographic Basins under the Applications and all other future applications related to this project. Through this Stipulation and its Exhibit A, the parties will cooperate and collaborate to monitor, manage, and mitigate potential impacts from GMI's development of various permits to appropriate groundwater in Kobeh Valley, Diamond Valley and Pine Valley. The Parties will incorporate ongoing and future data collected into a groundwater flow modeling effort being developed by GMI and accepted by the BLM as part of environmental analyses being conducted for the Mount Hope Project. The model can be used as a tool to improve management of regional water resources and understanding of potential impacts to the groundwater and surface water systems. The process will also allow the Parties to refine the ongoing Monitoring, Management, and Mitigation plan. In addition to groundwater monitoring, the parties also will identify requirements for reclamation of any irrigated lands abandoned as a result of the water transfers.
3. BLM acknowledges that production wells may need to be relocated from time to time as water use is converted from irrigation and domestic use to mining, milling and domestic. In the event such relocation becomes necessary, the parties will meet and confer to consider the then-current implementation of the Plan described in Exhibit A. BLM agrees that it will not unreasonably withhold its consent to relocation of a production well, provided that the proposed relocation is consistent with the Monitoring, Management and Mitigation Plan being implemented by the Parties. BLM acknowledges that one method to minimize impacts to BLM water related resources may include relocation of the production wells and that GMI may seek to relocate such wells on public land within the basin. In addition, for any and all pending and future water right applications relating to the Mount Hope mining project, other than the Applications identified above, GMI will

notify BLM at the time such applications are filed and enter into discussions with BLM regarding whether to amend this Stipulation and the Plan. To the extent possible, BLM will forego filing any protests to such applications pending completion of discussions with GMI.

4. The Parties agree to implement the Monitoring, Management and Mitigation Plan, attached hereto as "Exhibit A", which is expressly incorporated into this Stipulation as if set forth in full herein upon the State Engineer's granting of the Applications, in total or in part, and upon the terms and conditions contained in Exhibit A.
5. This Stipulation does not waive any authorities of the BLM or the United States, including any other agency or bureau not specified in this Stipulation, or relieve GMI, or any party acting in conjunction with or through GMI from complying with any federal laws, including, but not limited to, the National Environmental Policy Act, the Endangered Species Act, the Federal Land Policy and Management Act, and any and all rules and regulations thereunder. It is the expressed intention of the Parties that by entering into this Stipulation, the BLM and the United States are waiving no legal rights of any kind, except for the withdrawal of its protests as provided in Paragraph 1 of this Stipulation. Nor is this Stipulation intended to modify any legal standard by which Federal Water Rights or Federal Resources are protected. Likewise, GMI, or any party acting in conjunction with or through GMI, by entering into this Stipulation, are not waiving any legal rights of any kind, except as expressly provided in this Stipulation and its Exhibit A.
6. Further, except as expressly stated in this Stipulation or its Exhibit A, this Stipulation does not affect any legal or administrative process or proceeding concerning rights-of-way or any action that may be necessary to further the development and/or use of the water sought under the Applications.
7. The Parties expressly acknowledge that the Nevada State Engineer has, pursuant to both statutory and case law, broad authority to administer groundwater resources in the State of Nevada and, furthermore, that nothing contained in this Stipulation shall be construed as waiving or in any manner diminishing such authority. If the plan is adopted by the State Engineer, the parties also acknowledge that the State Engineer has the authority to modify the plan set forth in Exhibit A.
8. The Parties agree that a copy of this Stipulation shall be submitted to the Nevada State Engineer upon its execution and, in any event, prior to the commencement of the administrative proceedings scheduled to begin on October 13, 2008. The Parties shall, in the event the hearing is held as presently scheduled, request on the record at the beginning of the scheduled proceeding, that the State Engineer include Exhibit A of the Stipulation as part of the permit terms and conditions, in the event that he grants Applications 72695-72698, 73545-73552, 70818-70827, 75979-76004, and 76483-76486 in total or in part. The BLM, at its option, may attend the hearing, but will present no issues or statements unless to explain or defend this Stipulation or Exhibit A.

9. BLM manages sensitive, threatened and endangered species habitat within the Hydrographic Basins. The TRP shall identify and establish a monitoring network to ensure injury does not occur to water dependent ecosystems or species populations, including Lahontan cutthroat trout, sage-grouse, pygmy rabbit, or other wildlife, as a result of groundwater development.
10. Any notice given under this Stipulation shall be deemed properly given when actually received or three (3) days after such notice was deposited in the United States Mail, certified or registered, returned receipt requested, postage prepaid, addressed as follows:

If to BLM:

District Manager
Battle Mountain District
Bureau of Land Management
50 Bastian Road
Battle Mountain, NV 89820

If to GMI:

Parsons Behle & Latimer
50 West Liberty Street
Suite 750
Reno, NV 89510

11. GMI may transfer or assign its interest in the water rights here involved. Any and all transferees and assignees shall be bound by the terms and conditions of this Stipulation. As a condition to any such transfer or assignment, the transferee and/or assignee shall execute an assignment and assumption agreement expressly stating it is bound to all of the terms and conditions of this Stipulation.
12. This Stipulation shall be governed in accordance with the laws of the State of Nevada to the extent not inconsistent with federal law.
13. It is the intent of the Parties hereto that the Nevada State Engineer shall be kept informed of all activities and data gathered pursuant to this Stipulation in the same fashion as are the Parties hereto; however, the Parties in consultation with the Nevada State Engineer, may specify the types of data and documents that shall be submitted to the Nevada State Engineer.
14. By entering into this Stipulation, the BLM does not become a party to any proceeding other than the protest proceeding referenced above or waive its immunity from suit or consent to or acknowledge the jurisdiction of any court or tribunal. Nothing in the Stipulation shall affect any Federal reserved water rights of the BLM or the United States on behalf of any Indian Tribe and the BLM by entering into this Stipulation do not waive

or prejudice any such rights. The BLM reserves all legal rights, of any kind, it possesses pursuant to or derived from Executive Orders, acts of Congress, judicial decisions, or regulations promulgated pursuant thereto. Neither party waives its rights to seek relief in any appropriate forum of its choice not expressly prohibited by this Stipulation.

15. Any commitment of funding by the BLM in this Stipulation or otherwise is subject to appropriations by Congress.
16. This Stipulation may be amended by mutual agreement of the Parties.
17. This Stipulation sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings or agreement. No alteration or variation of this Stipulation shall be valid or binding unless contained in an amendment in accordance with paragraph 16.
18. This Stipulation is entered into for the purpose of resolving a disputed claim and establishing the Monitoring, Management, and Mitigation plans contained in Exhibit A. The Parties agree that the Stipulation shall not be offered as evidence or treated as an admission regarding any matter herein and may not be used in proceedings on any other application or protest whatsoever, except that the Stipulation may be used in any future proceeding to interpret and/or enforce the terms of this Stipulation. Further, the Parties agree that neither the Stipulation nor any of its terms shall be used to establish precedent with respect to any other application or protest in any water rights adjudication or water rights permitting proceeding before the Nevada State Engineer or any other proceeding.
19. The terms and conditions of this Stipulation shall be binding upon and inure to the benefit of the Parties hereto and their respective, successors, transferees and assigns.
20. This Stipulation will become effective as between the Parties upon all Parties signing this Stipulation. The Parties may execute this Stipulation in two or more counterparts, which shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original as against any Party who has signed it.
21. Each Party agrees to bear its own costs and attorney fees.
22. Other entities may become Parties to this Stipulation by mutual assent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written below.

Date: _____

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management

By: _____

Title: _____

Date: 8/6/08

GENERAL MOLY, INC

By: *Brian D. Hansen*

Title: CEO

EXHIBIT A

HYDROLOGIC MONITORING, MANAGEMENT, AND MITIGATION PLAN FOR DEVELOPMENT AND EXPORT OF GROUNDWATER IN THE KOBEH, DIAMOND AND PINE VALLEY'S HYDROGRAPHIC BASINS PURSUANT TO APPLICATION NOS. 70818 THROUGH 70827, 72695 THROUGH 72698, 73545 THROUGH 73552, 75979 THROUGH 76004 and 76483 THROUGH 76486 BY GENERAL MOLY, INC.

The purpose of this Plan is to describe the agreements of General Moly, Inc. (GMI) and the Bureau of Land Management (BLM) regarding the monitoring, management, and mitigation of potential impacts due to the pumping of ground-water resources from Kobeh Valley, Diamond Valley and Pine Valley Hydrographic Basins. This plan applies to Application Nos. 70818-70827, 72695-72698, 73545-73552, 75979-76004 and 76483-76486 and all other pending and future applications subject to the Mount Hope Mining Project in the Kobeh Valley, Diamond Valley and Pine Valley Hydrographic Basins.

The Plan describes the GMI and BLM (hereinafter referred to as "the parties") obligations regarding the development, monitoring, management, and mitigation related to the above numbered applications for the pumping from the Hydrographic Basins.

This Plan consists of four principle components, as follows:

1. ***Monitoring Requirements*** - including, but not limited to exploratory wells, production wells, monitoring wells, elevation control, water chemistry analyses, spring/surface water flow, quality control procedures, and reporting;
2. ***Management Requirements*** - including, but not limited to the creation of a Technical Review Panel ("TRP") details of decision-making processes, the revision and use of a numerical ground-water flow model, the establishment of specific actions;
3. ***Mitigation Requirements*** - including, but not limited to the modification, relocation or reduction in points of diversion and/or rates and quantities of groundwater withdrawals or the augmentation of Federal Water Rights and/or Federal Resources as well as measures designed and calculated to rehabilitate, repair or replace any and all Federal Water Rights and Resources if necessary to achieve the goals and;
4. ***Modification of the Plan***

The common goal of the Parties is to manage the pumping of water for the Mount Hope Project that impacts Kobeh Valley, Diamond Valley and Pine Valley hydrographic basins as a water resource without causing any injury to Federal Water Rights and/or unreasonable adverse impacts to BLM water-related resources (Federal Resources). Groundwater and the effects of pumping need to be properly monitored and managed to avoid adverse impacts to the water rights and water resources of the BLM. To accomplish this goal, there is a need to obtain accurate and reliable information of the aquifer's response to pumping stresses and the impact of that pumping on water rights and resources of interest. The parties will collaborate on technical

data collection and analysis and will rely on the best scientific information available in making decisions required by the Plan. Unless otherwise agreed to by the Parties, GMI is responsible for all costs of monitoring, management and mitigation requirements of this Stipulation and Exhibit A.

Monitoring Requirements

A. Production Wells

GMI will record groundwater production from all dewatering activity and production wells on a continuous basis.

GMI will record pumping levels in all production and dewatering wells.

B. Monitoring Wells

Water levels will be monitored by GMI in accordance with an approved water resource monitoring plan incorporated in the approved Mining Plan of Operations. GMI will purchase and install all necessary water level measuring equipment. Four areas are identified for monitoring, as shown in Table 1 and on map attached as Exhibit B. For each area, the TRP will determine the specifics for each well, including its location, completion specifications and monitoring frequency. It is anticipated that the approximate number of monitoring wells to be selected for each area will be as follows: 15 wells in the Well Field (WF) Area, 6 wells in the Pit Area (PA), 3 wells in the East Tuff (ET) Area and 4 wells in the South Kobeh Valley (SK) Area. At least one monitoring well shall be completed in each area. Exploratory wells may be included in the number of wells selected if determined appropriate by the TRP. The wells listed in Table 1 shall be considered as potential monitoring sites by the TRP.

- All water levels will be recorded on a continuous basis as is feasible, consistent with the Plan of Operations once approved.
- The term "as is feasible" shall relate to mechanical failures and the issues associated with the remoteness of the locations, or other events outside the control of the parties that do not permit data collection.
- The number of wells in each area and the monitoring frequency will be reviewed by the TRP on an annual basis beginning in 2009, and may be reduced or expanded in scope in response to data analysis and mutual agreement. The number of wells selected pursuant to this section II.B shall be included in the Approved Mining Plan of Operations in addition to any other monitoring requirements that are included in the Approved Mining Plan of Operations.
- If not already available, GMI will conduct a detailed elevation survey of all wells used for monitoring as part of the plan.

C. Spring/Surface Water

Surface water will be monitored by GMI in accordance with an approved water resource monitoring plan incorporated in the approved Mining Plan of Operations as is feasible. Five areas are identified for monitoring, as shown on the map attached as Exhibit B. For each area, specific monitoring locations and frequency will be determined by the TRP. It is anticipated that one to two locations will be selected for each of Roberts Creek (RC), Tonkin Springs (TS) and Henderson Creek (HC). It is anticipated that approximately 5 to 10 spring locations will be selected in the Roberts Mountain Springs (RMS) Area, and 3 to 5 spring locations will be selected in the Diamond Valley Springs (DVS) Area. The springs/surface waters listed in Table 2 shall be considered as potential monitoring sites by the TRP.

- The term “as is feasible” shall relate to accessibility of the monitoring sites that may be affected by seasonal weather conditions.
- Flow measurements will be made either by using flumes that are calibrated on an annual basis or conducting cross-sectional surveys of flow velocity. For low flow locations where flumes or cross-sections are impractical, flow rates will be estimated or qualitatively recorded.
- Photo Points will be established and photo-recording of the sites will be made annually.
- The number of springs/surface waters in each area and the monitoring frequency will be reviewed by the TRP on an annual basis beginning in 2009, and may be reduced or expanded in scope in response to data analysis and mutual agreement. The number of springs/surface water monitoring locations selected pursuant to this section II.C. shall be included in the Approved Mining Plan of Operations in addition to any other monitoring requirements that are included in the Approved Mining Plan of Operations.
- At a minimum, the number of monitoring points and frequency will be consistent with the approved Mining Plan of Operations.
- *Water Chemistry Sampling Program*

GMI shall collect and analyze water chemistry for the parameters set forth in Table 3 for the monitoring sites selected pursuant to Sections II.B. and C. Table 3 will be carried forward into the approved Mining Plan of Operations. The TRP may change any aspect of this water chemistry sampling program, including but not limited to the addition and/or deletion of sampling sites, the addition and/or deletion of water chemistry parameters, and an increase or decrease in sampling frequency.

Table 3 Water Chemistry Parameters

Field Parameters	Major Ions	Metals
Water temperature	TDS	Arsenic
Air temperature	Calcium	Barium
pH	Sodium	Cadmium
Electrical conductivity	Potassium	Chromium
Dissolved oxygen	Chloride	Lead
	Bromide	Mercury
	Fluoride	Selenium
	Nitrate	Silver
	Phosphate	
	Sulfate	
	Carbonate alkalinity	
	Alkalinity	
	Silica	
	Manganese	
	Magnesium	
Aluminum		
Iron		

- **Reporting**

- All data collected under or as described in this Plan, shall be fully and cooperatively shared among the TRP.
- GMI will report the results of all monitoring and sampling under this Plan in an annual monitoring report.

Management Requirements

1. GMI agrees the pumping may not exceed the amount authorized and approved by the State Engineer.

2. GMI agrees through operations, closure and post-closure of the project to manage and administer all water rights in accordance with the requirement(s) of any order or ruling of the Nevada State Engineer and applicable water appropriations regulations.

3. Through the Technical Review Panel (TRP), described below, the parties shall collaborate on data collection and technical analysis to ensure decisions are consistent with the common goals of this Exhibit A. Decisions must be based on the best scientific information available and the parties shall collaborate on technical data collection and analysis. The parties shall use existing data, data collected under Exhibit A and an agreed-upon regional groundwater flow system numerical model(s) as tools to evaluate the effects of pumping on Federal Water Rights and Federal Resources in the basins.

The parties shall create and convene a TRP within 60 days of Nevada State Engineer's Office decision granting any of the GMI applications in total or in part, or at such earlier date as mutually agreed upon by parties. The purpose of the TRP is to carry out the functions required of it under this Plan, including reviewing, analyzing, and interpreting information collected under this Plan, evaluating the results of the model(s) and making recommendations. Membership will include one representative from GMI, one representative from BLM and one representative from Nevada Department of Wildlife (NDOW). Each party at its sole discretion may invite such additional staff or consultants to attend, as each deems necessary. To assist the TRP, the parties mutually agree to invite a representative of the State Engineer's Office to participate in the TRP. Furthermore, the parties may mutually agree to invite others to assist and participate in the TRP as deemed necessary or appropriate.

A TRP charter will be drafted after the Stipulation is effective. The charter will consist of, but not be limited to purpose/need, membership, roles, responsibilities, decision making process(es), and conflict resolution.

Mitigation Requirements

1. BLM holds numerous water rights within Kobeh Valley, Diamond Valley and Pine Valley hydrographic basins including those summarized in Table 1 and 2. If these water rights are impacted or become unusable due to pumping of groundwater associated with the proposed mine project, GMI will augment, replace or provide an alternative source of water suitable to meet BLM needs.

2. To mitigate for any impacts related to abandonment of irrigated parcels at the Bobcat and 3F Ranches, such as the proliferation of weeds or invasive plant species, impairment of air quality and visibility by excessive dust emissions, and accelerated soil erosion, GMI agrees to establish a desirable plant community in the previously irrigated land including providing any water necessary to such establishment.

3. If or when deemed appropriate, managed livestock grazing on the private lands associated with the Bobcat and 3 F Ranches will occur in a manner which is conducive to healthy rangelands.

4. GMI also agrees as follows:

- a. no water in excess of the presently accepted perennial yield is to be used at the project unless and until additional data is provided to the State Engineer sufficient to support a decision that the perennial yield is higher or that the export of additional water will not adversely affect existing water rights;
- b. if directed by the State Engineer, GMI will develop an appropriate monitoring plan and well field management plan for the purpose of avoiding, minimizing and mitigating potential or actual adverse impacts; and
- c. all monitoring data and water quality data that will be collected will be provided to the State Engineer and to BLM for incorporation into the regional groundwater model associated with the EIS for the Mount Hope Project or any model update thereafter.

5. GMI will mitigate other adverse impacts to Federal water rights and unreasonable adverse impacts to water related Federal resources either as agreed upon by the parties or after the Nevada State Engineer determines whether there are adverse impacts due to GMI pumping. GMI will take the necessary steps to ensure that mitigation actions are feasible.

6. For those GMI water rights (Certificated 9440, 9441 and 9552, and Vested 4147 and 4148) on springs within Wild Horse/Burro Herd Management Area's (HMA), BLM will coordinate with GMI to jointly share the water rights for wild horses/burro's. Both staffs will further coordinate the specific water sources and locations and entertain a site visit to those water sources which will be jointly shared. These water sources will be identified at a later date by BLM and GMI. Upon agreement of the water sources, GMI and BLM will further initiate and complete the necessary filings to obtain a certificated water right.

7. During the planning and implementation of the well fields for the Mount Hope Project, GMI will bury, where feasible and appropriate, all water and power-lines to lessen the impacts to wildlife and the associated habitats.

8. After mine life, and prior to seeking and/or filing for changes and future uses of the water rights that are subject of this Stipulation, GMI will notify BLM and enter into negotiations regarding the filings.

9. If GMI applies for a BLM grazing permit and the permit is issued and approved, their grazing on the associated allotments will be in accordance with the Standards and Guidelines for the Northeastern Great Basin Resource Advisory Council.

10. Nothing in this Stipulation or Exhibit A prohibits BLM from seeking relief in any appropriate forum to address any adverse impacts to Federal water rights or unreasonable adverse impacts to Federal resources. Prior to seeking any such relief, BLM will attempt to resolve any such issue with GMI through the TRP process or through the Nevada State Engineer.

Modification of the Plan

GMI and BLM may modify this plan by mutual agreement. The parties also acknowledge that the State Engineer has the authority to modify this plan. In addition, GMI and BLM may individually or jointly petition the State Engineer to modify this plan in the event that mutual agreement cannot be reached. Any such petition shall only be filed after 90 days written notice to the remaining party. Either GMI or BLM may submit written comments to the State Engineer regarding the merits of any such petition for modification.

Table 1 – List of Wells

App Number	HA	Site Name	T	R	S	Q	QQ	Latitude	Longitude
44748	139	GRIMES FLAT WELL	18N	48E	09	SW	NW	39.437221527	116.578056335
44749	139	CAMINO WELL	19N	48E	33	NE	SE	39.469444275	116.564445496
43026	139	UNNAMED WELL	19N	51E	27	NE	SW	39.498054504	116.216384888
44744	139	RILEY CANYON WELL	20N	52E	21	SE	NW	39.581111908	116.115554810
43025	139	UNNAMED WELL	20N	51E	07	SE	NE	39.614997864	116.268058777
44775	139	WAGON WELL	21N	50E	17	NW	NW	39.691390991	116.381668091
44774	139	RUTABEGA	22N	50E	31	LT04		39.723888397	116.386665344
V03033	153	FLORIO WELL	20N	53E	31	LT13		39.546665192	116.040557861

Table 2 – List of Springs/Surface Waters

App Number	HA	Site Name	T	R	S	Q	QQ	Latitude	Longitude
R09451	053	SOUTH WILLOW SPRING	26N	52E	08	SW	SW	40.143058777	116.138610840
R09449	053	FRITZ SPRING	26N	51E	02	NW	NW	40.169723511	116.194442749
R09452	053	MINERAL 1 SPRING	27N	51E	35	SW	SW	40.173610687	116.194442749
R09453	053	MINERAL 5 SPRING	27N	51E	34	SE	NE	40.177223206	116.199165344
R09459	053	PUMP SPRING	27N	53E	30	SE	SW	40.186668396	116.036666870
R09454	053	DIAMOND SPRING	27N	51E	17	NW	NW	40.229446411	116.250831604
R09458	053	WILLOW SPRING	27N	53E	09	LT04		40.231866565	115.992492676
R09455	053	CHARLIE DAMELE SPRING	28N	50E	34	SE	NW	40.265556335	116.317222595
R09456	053	DOC SPRING	28N	50E	34	SE	NE	40.265556335	116.312225342
R05995	053	ROCK SPRING	28N	50E	27	SE	NW	40.277778626	116.316940308
R05994	053	BUCK SPRING	28N	50E	26	SW	NE	40.277778626	116.302780151
R09450	053	BOX SPRING	28N	51E	25	NE	NE	40.288666870	116.162223816
R09457	053	BOO HOO SPRING	28N	51E	08	NE	SE	40.325832367	116.236381531
R06872	139	TWIN SPRINGS	19N	50E	18	SW	SW	39.519721985	116.394165039
R06873	139	COLD SPRING	19N	50E	18	NW	SE	39.526943207	116.389717102
R06874	139	WARM SPRING	19N	50E	18	NW	NE	39.530555725	116.389717102
R06948	139	UNNAMED SPRING	19N	50E	10	SW	SW	39.534164429	116.338333130
R06871	139	UNNAMED HOT SPRING	19N	50E	05	NE	NE	39.559722900	116.361946106
R06952	139	TREASURE WELL SPRING	20N	50E	21	NE	SW	39.593608856	116.348335266
R06875	139	GRAVEL PIT SPRING	20N	49E	23	NE	NW	39.596942902	116.422500610
R06950	139	UNNAMED SPRING	20N	52E	18	NW	NW	39.603332520	116.162223816
R06951	139	LONE MT SPRING	20N	50E	13	NE	SW	39.605831146	116.292495728
R06949	139	UNNAMED SPRING	20N	51E	03	NE	NE	39.633052826	116.207221985
R06885	139	UNNAMED SPRING	21N	48E	16	SW	SW	39.680557251	116.586944580
R06884	139	UNNAMED SPRING	21N	48E	09	SE	NW	39.698612213	116.577774048
R06883	139	UNNAMED SPRING	21N	48E	08	NW	SW	39.702224731	116.805834961
R06880	139	UNNAMED SPRING	21N	48E	08	NE	SW	39.702224731	116.596389771
R06882	139	UNNAMED SPRING	21N	48E	08	NW	NE	39.705833435	116.601112366
R06878	139	UNNAMED SPRING	21N	48E	03	NW	SE	39.716667175	116.583888550
R06877	139	UNNAMED SPRING	21N	48E	02	NE	SE	39.716667175	116.536109924
R06879	139	UNNAMED SPRING	21N	48E	04	NW	NW	39.720279694	116.587226868

App Number	HA	Site Name	T	R	S	Q	QQ	Latitude	Longitude
R06876	139	UNNAMED SPRING	21N	48E	02	NW	NW	39.720279694	116.550003052
R06894	139	UNNAMED SPRING	22N	48E	34	SE	NW	39.727779388	116.558891296
R06891	139	UNNAMED SPRING	22N	48E	33	NW	SW	39.731388092	116.586669922
R06892	139	UNNAMED SPRING	22N	48E	33	NE	SW	39.731388092	116.577499390
R06893	139	UNNAMED SPRING	22N	48E	33	NW	NW	39.735000610	116.586669922
R06890	139	POTATO CANYON SPRING	22N	48E	26	SW	SE	39.738613129	116.544998169
R06888	139	UNNAMED SPRING	22N	48E	21	SE	NE	39.756942749	116.572502136
R06887	139	FAGAN SPRING	22N	48E	21	NE	NE	39.764167786	116.572502136
R06889	139	UNNAMED SPRING	22N	48E	22	NE	NE	39.764167786	116.554168701
R06886	139	COTTONWOOD CANYON SPR	22N	48E	14	NE	SW	39.775001526	116.540275574
R04232	153	UNNAMED SPRING	18N	53E	01	SE	SW	39.454723358	115.950271606
V04234	153	UNNAMED SPRING	18N	54E	06	SW	NW	39.458057404	115.940559387
R04235	153	UNNAMED SPRING	19N	53E	36	SW	SW	39.469165802	115.959716797
R04247	153	MILK SPRING	19N	54E	30	SW	SE	39.484443665	115.936111450
R04248	153	UNNAMED SPRING	19N	54E	30	SE	NE	39.487499237	115.926940918
R04245	153	UNNAMED SPRING	19N	54E	29	NW	SW	39.490554810	115.922218323
R04246	153	SPANISH GULCH SPRING	19N	54E	29	NE	NE	39.493610382	115.908332825
R04241	153	UNNAMED SPRING	19N	54E	21	SW	SW	39.496665955	115.903892517
R04242	153	UNNAMED SPRING	19N	54E	21	SW	SW	39.496665955	115.903892517
R04244	153	UNNAMED SPRING	19N	54E	23	SW	NW	39.499168396	115.866668701
R04243	153	UNNAMED SPRING	19N	54E	22	SE	NW	39.499443054	115.875831604
R04240	153	UNNAMED SPRING	19N	54E	20	SE	NE	39.500278473	115.908615112
R04237	153	UNNAMED SPRING	19N	54E	14	SE	SW	39.508888245	115.857498169
R04238	153	UNNAMED SPRING	19N	54E	14	NW	SW	39.515834808	115.866943359
R04239	153	BENNET SPRING	19N	54E	15	NE	SW	39.516109467	115.876388550
R04236	153	UNNAMED SPRING	19N	54E	02	SW	SE	39.535831451	115.862777710
R04256	153	ETCHEMENDY SPRING	20N	54E	35	SW	SE	39.549442291	115.863052368
R04255	153	UNNAMED SPRING	20N	54E	26	SE	SW	39.564167023	115.858055115

App Number	HA	Site Name	T	R	S	Q	QQ	Latitude	Longitude
R04254	153	HILDEBRAND SPRING NO. 2	20N	54E	24	SW	SW	39.578887940	115.848609924
R04253	153	UNNAMED SPRING	20N	54E	23	SE	NE	39.582500458	115.853050232
R04252	153	COTTONWOOD SPRING	20N	54E	13	SW	NE	39.597221375	115.843612671
R04251	153	UNNAMED SPRING	20N	54E	13	NE	SE	39.600830078	115.834167480
R04250	153	UNNAMED SPRING	20N	54E	12	SW	NW	39.611942291	115.848060608
R04249	153	COREALES SPRING	20N	54E	03	NW	NE	39.634166718	115.880554199
R06939	153	TRAP CORRAL SPRING	21N	52E	36	NW	NW	39.647502899	116.075279236
R06937	153	RAILROAD SPRING	21N	52E	26	SE	NW	39.654724121	116.085281372
R06938	153	HASH SPRING	21N	52E	26	NW	SE	39.658336639	116.090003967
R04259	153	UNNAMED SPRING	21N	54E	26	SW	NE	39.659168243	115.862777710
R04258	153	UNNAMED SPRING	21N	54E	13	SE	SW	39.688613892	115.839447021
R04257	153	UNNAMED SPRING	21N	54E	12	NE	SW	39.713611603	115.839172363
R04262	153	WATER CANYON SPRING	22N	54E	25	SE	SW	39.752777100	115.838890076
R04265	153	UNNAMED SPRING	22N	55E	19	NW	NW	39.768611908	115.829719543
R04266	153	UNNAMED SPRING	22N	55E	19	NW	NW	39.768611908	115.829719543
R04263	153	UNNAMED SPRING	22N	55E	07	SW	SW	39.786388397	115.829719543
R04264	153	SHEEP SPRING	22N	55E	07	SW	SE	39.786388397	115.824996948
R06941	153	UNNAMED SPRING	22N	51E	12	NE	SE	39.789722443	116.181106567
R06942	153	GARDEN SPRING	22N	51EH	01	NE	NW	39.789722443	116.181106567
R06943	153	UNNAMED SPRING	22N	51EH	01	NW	SW	39.789722443	116.181106567
R04261	153	UNNAMED SPRING	22N	54E	12	NW	SW	39.802778337	115.847778320
R06940	153	MT. HOPE SPRING	22N	51E	01	NE	NW	39.807777405	116.186111450
R06944	153	MCBRIDE SPRING	22N	52E	06	SW	NE	39.814445496	116.171112061
R04260	153	POTATOE SPRING	22N	54E	01	SW	NE	39.813610077	115.843338013
R04270	153	UNNAMED SPRING	23N	54E	25	SE	NW	39.842777252	115.838058472
R06945	153	UNNAMED SPRING	23N	51E	13	SW	SE	39.854999542	116.191108704
R06947	153	UNNAMED SPRING	23N	53E	19	NW	SE	39.861110687	116.046943665
R06946	153	UNNAMED SPRING	23N	53E	18	SW	SW	39.868331909	116.051666260
R04269	153	UNNAMED SPRING	23N	53E	16	NW	NE	39.879165649	116.009719849
R04268	153	UNNAMED	23N	53E	12	SW	NW	39.886390686	115.958885193

App Number	HA	Site Name	T	R	S	Q	QQ	Latitude	Longitude
		SPRING							
R04267	153	UNNAMED SPRING	23N	52E	12	NE	SW	39.890003204	116.061950684
R04273	153	UNNAMED SPRING	24N	54E	27	SW	SE	39.926391602	115.875556946
R04272	153	WILLOW CREEK SPRING	24N	54E	13	NW	NW	39.966667175	115.842781067
R04271	153	ROCKY CANYON SPRING	24N	54E	02	SW	SE	39.984722138	115.855552673
R04277	153	BOX SPR	25N	54E	35	SE	NE	40.001667023	115.845832825
R04276	153	FIVE-MILE SPR	25N	54E	14	NW	SE	40.049167833	115.854721069
R04275	153	FOUR-MILE SPR	25N	54E	12	SW	NW	40.059997559	115.840560913
V04274	153	UNNAMED	25N	54E	01	SW	SW	40.071109772	115.840560913
V04278	153	UNNAMED	26N	54E	36	SE	NW	40.089443207	115.838333130
V04521	153	NT	26N	53E	08	NE	NE	40.154445648	116.013053894

Exhibit B

