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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO**

NEZ PERCE TRIBE,

Plaintiff,

v.

PERPETUA RESOURCES CORP., *et al.*

Defendants.

Case No. 1:19-cv-00307-BLW

STIPULATION OF DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41(a)(2), Plaintiff Nez Perce Tribe (“Tribe”) and Defendants Perpetua Resources Corp., Perpetua Resources Idaho, Inc., and Idaho Gold Resources Company, LLC (collectively, “Perpetua Resources”)¹ hereby STIPULATE TO DISMISSAL of this action, as follows:

¹ On June 3, 2021, Idaho Gold Resources Company, LLC merged with the Stibnite Gold Company and as the sole surviving entity.

1. The Parties have executed a Settlement Agreement which is attached hereto and incorporated by reference.
2. Pursuant to 33 U.S.C. § 1365(c)(3), the Tribe will provide a copy of the Stipulation of Dismissal and Settlement Agreement to the Attorney General of the United States and the Administrator of the U.S. Environmental Protection Agency (EPA) to allow them a 45-day period for review.
3. Once the 45-day review period is expired, the Parties will so advise the Court and the Parties jointly request that the Court then enter the accompanying [Proposed] Order approving the Stipulation of Dismissal and Settlement Agreement.
4. Upon entry of the Court's order approving the Stipulation of Dismissal and Settlement Agreement, this case shall be dismissed under F. R.Civ.P. 41(a)(2).
5. As provided in the Settlement Agreement, such dismissal shall be without prejudice pending completion of the Parties' obligations under Section I of the Settlement Agreement, under which Perpetua Resources must make certain payments over a five (5) year period starting upon the date of the Court's approval of this Stipulation and the Settlement Agreement.
6. Following the Court's approval of the Stipulation of Dismissal and Settlement Agreement, the Parties jointly request that the Court retain jurisdiction to enforce the terms of Part I of the Settlement Agreement, pursuant to *Kokkonen v. Guardian Life Ins.*, 511 U.S. 375, 381 (1994). The Parties will submit semi-annual status reports to the Court during the interim period while Section I of the Settlement Agreement is being implemented.

7. Upon full performance Section I of the Settlement Agreement, the Parties will file with the Court a Stipulation of Dismissal with Prejudice, and the Tribe's claims will thereafter be deemed dismissed with prejudice.

8. The Parties respectfully submit that the terms of this Stipulation of Dismissal and Settlement Agreement are proper, fair, reasonable and in the public interest, and accordingly the Court should approve them as set forth in the accompanying [Proposed] Order.

IT IS SO STIPULATED.

Dated: August 8, 2023

Respectfully Submitted,

ADVOCATES FOR THE WEST

/s/ Laird J. Lucas

Laird J. Lucas

Bryan Hurlbutt

Advocates for the West

NEZ PERCE TRIBE OFFICE OF LEGAL
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