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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 WALKER RIVER PAIUTE TRIBE,)
)
 Plaintiff-Intervenor,)
)
 vs.)
)
 WALKER RIVER IRRIGATION DISTRICT,)
 a corporation, et al.,)

IN EQUITY NO. C-125
SUBFILE NO. C-125-B

NOTICE OF APPEARANCE AND INTENT TO PARTICIPATE

1. I hereby enter my appearance in this sub-proceeding in this case.
2. I am filing this document with the District Court at the following address:

Chief Deputy Clerk
United States District Court for the
District of Nevada
400 South Virginia Street, Suite 301
Reno, Nevada 89501
3. In the envelope provided for return of my Waiver of Service of Notice in Lieu of Summons, I am mailing a copy of this document to:

Susan L. Schneider
Attorney for the United States of America
United States Department of Justice
Environment & Natural Resources Division
P.O. Box 756
Littleton, Colorado 80160
4. I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the Notice in Lieu of Summons or in the service of the Notice in Lieu of Summons.
5. If I (or the entity on whose behalf I am acting) have retained an attorney to represent me in these proceedings, I identify that attorney below, along with his or her mailing address, telephone number, facsimile number, and e-mail address:

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Attorney: Mr. Tomas P. Erwin

Address: Erwin + Thompson LLP
1 East Liberty Street, Suite 424
PO Box 40817
Reno, NV 89504


Phone Number: (775) 786-9494

Fax Number: (775) 786-1180

E-mail Address: ERWIN@RENDLAW.COM

PLEASE NOTE: Attorneys are reminded that they are required to comply with the electronic filing procedures of the U.S. District Court for District of Nevada.

"Attorneys who are admitted to the bar of this court, admitted to participate in a case pro hac vice, or who are authorized to represent the United States and its agencies, shall register as Filing Users of the System. Registration shall be in the form prescribed by the Clerk of the Court and by these Electronic Filing Procedures." U.S. Dist. Ct., D. Nev., Electronic Filing Procedures (rev. Aug. 24, 2006) at I.C.



(Signature)

Michael K. Logginotti

(Printed or typed Name)

Borealis Mining Company

(Entity, if any, on whose behalf you are appearing)

1130 West Pender St, Suite 810
Vancouver BC Canada V6E 4A4

(Address)

(604) 261-2229

(Telephone number)

From: Origin ID: YDTA (604) 261-2229
Lisanna Lewis
Gryphon Gold Corporatio
810-1130 West Pender Street



CLSR33082124

Vancouver, BC V6E4A4
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System#: 8273764/INCA8061
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DESC-2:
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COUNTRY MFG: CA
CARRIAGE VALUE: .00 USD
CUSTOMS VALUE: USD
T/C: S 286809740 D/T: R
SIGN: Lisanna Lewis
EIN/VAT:
PKG TYPE: ENV

SHIP TO: 775 686-5300 BILL SENDER

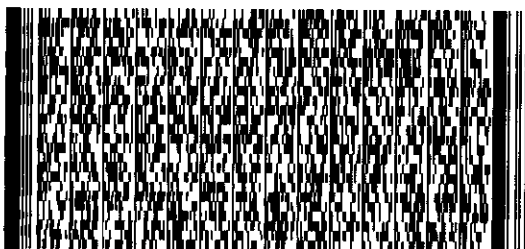
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