

Appendix C

AGREEMENT TO BE BOUND BY MEMORANDUM OF AGREEMENT

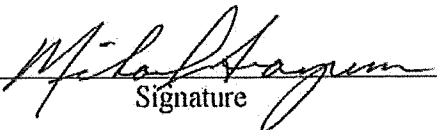
A. My name is Michael Grayum. I am the Executive Director for the Northwest Indian Fisheries Commission (NWIFC), 6730 Martin Way East, Olympia, Washington 98516. I have the authority to act on behalf of the NWIFC and to bind it and its employees to enforceable contractual agreements.

B. The NWIFC has been contacted by the Port Gamble S'Klallam Tribe (PGST), a party to the NATURAL RESOURCE TRUSTEE MEMORANDUM OF AGREEMENT FOR PORT GAMBLE BAY AND MILL SITE (the "MOA"), to provide technical expertise and advice in preparing materials in anticipation of and in preparation for the natural resource damages assessment and restoration (the "NRDAR") at the Port Gamble Bay and Mill site (the "Site") and/or in connection with the related NRDAR settlement or trial, which materials may contain the mental impressions, conclusions, opinions or legal theories of the attorney(s) of the PGST.

C. The term "Confidential Information" as used in this AGREEMENT TO BE BOUND BY MEMORANDUM OF AGREEMENT shall have the same meaning as set forth in Section VIII of the MOA and shall include without limitation: legal strategies and theories; draft documents; deliberations both oral and as recorded in writing; proprietary information; and other confidences regarding the assessment and collection of natural resource damages associated with the Site.

D. The NWIFC has received a copy of the MOA, a copy of which is attached hereto. The NWIFC and its employees understand the provisions of the MOA, and will comply with and be bound by its provisions. The NWIFC and its employees agree to use Confidential Information solely in consulting with the above-listed Trustee(s) and solely for the purposes set forth in Section VIII of the MOA. The NWIFC and its employees agree not to communicate Confidential Information in any manner to anyone other than a person qualified to receive such information under the terms of the MOA, as specified in Sections IV.A and IV.E of the MOA. The NWIFC and its employees further agree that upon termination of their provision of the services described in Paragraph B above, or sooner if so requested, they shall cease use of Confidential Information and, within three (3) business days of receiving notice, shall return all Confidential Information provided to them, including all copies and excerpts thereof.

On behalf of the NWIFC and its employees, I declare under penalty of perjury that the foregoing is true and correct.


Signature

1/27/15
Date

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A. My name is Callie A. Ridolfi. I am the President of RIDOLFI Inc. with offices at 1011 Western Avenue, Suite 1006, Seattle, Washington 99104.

I have the authority to act on behalf of this company and to bind it and its employees to enforceable contractual agreements.

B. RIDOLFI Inc. (Company) has been contracted by the Port Gamble S'Klallam Tribe, a Trustee to the NATURAL RESOURCE TRUSTEE MEMORANDUM OF AGREEMENT FOR PORT GAMBLE BAY AND MILL SITE (the "MOA"), to provide technical expertise and advice in preparing materials in anticipation of and in preparation for the natural resource damages assessment and restoration (the "NRDAR") at the Port Gamble Bay and Mill site (the "Site") and/or in connection with the related NRDAR settlement or trial, which materials may contain the mental impressions, conclusions, opinions or legal theories of the attorney(s) of the Port Gamble S'Klallam Tribe and other Trustees.

C. The term "Confidential Information" as used in this AGREEMENT TO BE BOUND BY MEMORANDUM OF AGREEMENT shall have the same meaning as set forth in Section VIII of the MOA and shall include without limitation: legal strategies and theories; draft documents; deliberations both oral and as recorded in writing; proprietary information; and other confidences regarding the assessment and collection of natural resource damages associated with the Site.

D. The Company has received a copy of the MOA, a copy of which is attached hereto. The Company and its employees understand the provisions of the MOA, and will comply with and be bound by its provisions. The Company and its employees agree to use Confidential Information solely in consulting with the above-listed Trustee(s) and solely for the purposes set forth in Section VIII of the MOA. The Company and its employees agree not to communicate Confidential Information in any manner to anyone other than a person qualified to receive such information under the terms of the MOA, as specified in Sections IV.A and IV.E of the MOA. The Company and its employees further agree that upon termination of their provision of the services described in Paragraph B above, or sooner if so requested, they shall cease use of Confidential Information and, within three (3) business days of receiving notice, shall return all Confidential Information provided to them, including all copies and excerpts thereof.

On behalf of the Company and its employees, I declare under penalty of perjury that the foregoing is true and correct.

Signature: _____



Date: _____

01/23/2015