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**Second Amendment to  
Natural Resource Damage Assessment Funding and Participation Agreement Port  
Gamble Bay Natural Resources Trustees and Pope  
Resources, Olympic Property Group I, LLC,  
and OPG Properties LLC**

The undersigned Parties adopt this Second Amendment ("Amendment") to the June 9, 2017, Funding and Participation Agreement ("Agreement") between Pope Resources, a Delaware Limited Partnership ("Pope") and its subsidiaries, Olympic Property Group I, LLC and OPG Properties LLC (collectively, the "Companies"); and the Tribal Natural Resource Trustees (as defined in the original Agreement), the State Natural Resource Trustee (as defined in the original Agreement), and the United States Natural Resource Trustee (as defined in the original Agreement) (collectively, the "Trustees.") The Trustees and the Companies are collectively referred to as the "Parties".

The Agreement is amended to add OPG Port Gamble LLC as a party to the Agreement and as one of "the Companies," it being an affiliate of Pope and, as of May, 2020, grantee of a deed from Pope conveying title to the former Pope & Talbot sawmill site and adjacent properties, some of which have been assessed by the Parties for natural resource damages and some of which are intended by the parties to be sites for agreed natural resource damage restoration.

The Agreement is further amended, as contemplated in Paragraph 4.2 of the original Agreement, to acknowledge that the Parties have completed Phase B of the Work Plan, as of April 15, 2020, and have collaboratively prepared a list of activities for Phase C. That Phase C activity list, the estimated timeline for the completion of the Phase C activities, and the Parties' agreed-upon budget for the Trustees' activities under Phase C are attached to this Amendment as a Second Addendum to Exhibit A.

The Companies will provide the Trustees with a lump sum payment in the amount of \$948,157.61, which consists of the agreed upon budget for Phase C of the Work Plan, in the amount of \$649,442.39, and the balance of Phase B costs in the amount of \$298,715.22. The Companies shall pay that \$948,157.61 within thirty (30) calendar days of the Effective Date of this Amendment. The Amendment shall be deemed effective on the date of the last signature. The Companies will make such payment in accordance with the instructions attached hereto as Exhibit B.

**Counterparts** - This Amendment may be executed separately or independently in any number of counterparts, each of which together shall be deemed to have been executed simultaneously and for purposes of this Agreement. Signature of an electronic or facsimile copy of this Agreement, and transmission of a signature by those means, shall bind the signing Party to the same degree as delivery of a signed original. A Party having delivered a signature by electronic

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means or facsimile shall promptly deliver an original signature as well at the written request of any Party directed to the designated representative of another Party.

**IN WITNESS WHEREOF**, the undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party to all terms and conditions of this Agreement. The Parties have executed this Agreement on the dates set forth below.

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POPE RESOURCES L.P.

By MARCO BRINHELL  
Dated August 25, 2020

OLYMPIC PROPERTY GROUP I, LLC

By \_\_\_\_\_  
Dated \_\_\_\_\_

OPG PROPERTIES LLC

By \_\_\_\_\_  
Dated \_\_\_\_\_

OPG PORT GAMBLE LLC

By \_\_\_\_\_  
Dated \_\_\_\_\_

THE JAMESTOWN S'KLALLAM TRIBE

By \_\_\_\_\_  
Dated \_\_\_\_\_

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POPE RESOURCES L.P.

By \_\_\_\_\_

Dated \_\_\_\_\_

OLYMPIC PROPERTY GROUP I, LLC

By 

Dated 8-25-20

OPG PROPERTIES LLC

By 

Dated 8-25-20

OPG PORT GAMBLE LLC

By 

Dated 8-25-20

THE JAMESTOWN S'KLALLAM TRIBE

By \_\_\_\_\_

Dated \_\_\_\_\_

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POPE RESOURCES L.P.

By \_\_\_\_\_

Dated \_\_\_\_\_

OLYMPIC PROPERTY GROUP I, LLC

By \_\_\_\_\_

Dated \_\_\_\_\_

OPG PROPERTIES LLC

By \_\_\_\_\_


Dated \_\_\_\_\_

OPG PORT GAMBLE LLC

By \_\_\_\_\_

Dated \_\_\_\_\_

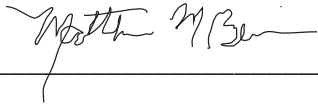
THE JAMESTOWN S'KLALLAM TRIBE

By  \_\_\_\_\_  
Digitally signed by Hansi Hals  
DN: cn=Hansi Hals, o=Jamestown S'Klallam  
Tribe, ou=Natural Resources,  
email=hhals@jamestowntribe.org, c=US  
Date: 2020.09.15 13:43:13 -07'00'

Dated September 15, 2020

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THE LOWER ELWHA KLALLAM TRIBE

By 

Dated 10/14/20

THE PORT GAMBLE S'KLALLAM TRIBE

By \_\_\_\_\_

Dated \_\_\_\_\_

THE SKOKOMISH INDIAN TRIBE

By \_\_\_\_\_

Dated \_\_\_\_\_

THE SUQUAMISH TRIBE

By \_\_\_\_\_

Dated \_\_\_\_\_

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THE LOWER ELWHA KLALLAM TRIBE

By \_\_\_\_\_

Dated \_\_\_\_\_

THE PORT GAMBLE S'KLALLAM TRIBE

By *Paul H. [Signature]*

Dated 10-6-20

THE SKOKOMISH INDIAN TRIBE

By \_\_\_\_\_

Dated \_\_\_\_\_

THE SUQUAMISH TRIBE

By \_\_\_\_\_

Dated \_\_\_\_\_

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THE LOWER ELWHA KLALLAM TRIBE

By \_\_\_\_\_

Dated \_\_\_\_\_

THE PORT GAMBLE S'KLALLAM TRIBE

By \_\_\_\_\_

Dated \_\_\_\_\_

THE SKOKOMISH INDIAN TRIBE

DocuSigned by:  
By *Joseph Paval*  
CE9B8730A1584AD...

Dated 10/16/2020

THE SUQUAMISH TRIBE

By \_\_\_\_\_

Dated \_\_\_\_\_



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THE LOWER ELWHA KLALLAM TRIBE

By \_\_\_\_\_

Dated \_\_\_\_\_

THE PORT GAMBLE S'KLALLAM TRIBE

By \_\_\_\_\_

Dated \_\_\_\_\_

THE SKOKOMISH INDIAN TRIBE

By \_\_\_\_\_

Dated \_\_\_\_\_

THE SUQUAMISH TRIBE

By *Richard Brooks*

Dated 10/7/2020

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STATE OF WASHINGTON  
~~OFFICE OF THE ATTORNEY GENERAL~~  
DEPARTMENT OF ECOLOGY

By *Benny Rogowski*

Dated 10/23/2020

UNITED STATES DEPARTMENT OF THE INTERIOR

By \_\_\_\_\_

Dated \_\_\_\_\_

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STATE OF WASHINGTON  
OFFICE OF THE ATTORNEY GENERAL

By \_\_\_\_\_

Dated \_\_\_\_\_

UNITED STATES DEPARTMENT OF THE INTERIOR

By Robyn Thorson

Dated December 3, 2020

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Second Addendum to Exhibit A - Phase C Scope of Work and Budget

**Natural Resource Damage Assessment Funding and Participation Agreement**

**Port Gamble Bay Natural Resources Trustees and Pope Resources, Olympic Property Group I, LLC, OPG Properties LLC, and OPG Port Gamble LLC**

This Second Addendum to Exhibit A to the accompanying Funding and Participation Agreement ("Agreement") outlines the schedule to perform the Phase C tasks described in the Agreement, as well as the estimated timeline and agreed-upon budget for the Trustees' activities to complete these tasks.

Phase C is a continuation of work completed under Phase B, which involved reaching mutually agreed upon calculation of potential injury to natural resources and a compensatory restoration package narrative for the Port Gamble Bay assessment area. Phase C is anticipated to take approximately twelve (12) to eighteen (18) months to complete. The objective of Phase C is for the Trustees and the Companies to take the steps necessary to transform the Phase B mutually agreed upon restoration package narrative into a judicially approved consent decree in order to settle the Trustees' Natural Resource Damage claims against the Companies at the site without contested litigation and for the Trustees to complete necessary analyses legally required for restoration planning and implementation. Phase C will include the following components:

The Trustees' technical and legal staff's time to draft and negotiate the following work products with the Companies, including meetings and other discussions among such staff and with representatives of the Companies, and associated travel time. All work products shall be final and ready for execution. The Parties anticipate interactions between the Parties, whether by telephone or in person, in addition to the meetings detailed below, to reach final, mutually agreeable versions of each work product.

- Restoration Scope of Work ("SOW") (90-100% design) reflecting the elements of the Phase B mutually agreed upon restoration narrative projects, a monitoring plan with performance standards, adaptive management provisions, long-term stewardship requirements, and reporting requirements for the restoration projects;
- Schedule for implementation of the restoration projects in accordance with the SOW;
- Conservation easement deed or similar permanent property restrictions for all properties subject to restoration activities to ensure that the restoration provides required ecological values;
- Escrow account or similar financial assurance securing funding for adaptive management for the first ten-year period following restoration implementation;

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- Performance bond, letter of credit, or other financial assurance securing Trustees' restoration implementation and post-implementation administration and oversight costs if these costs are not provided in a lump sum payment under the consent decree terms;
- Performance bond, letter of credit, or other financial assurance securing total restoration implementation costs plus agreed contingency;
- Escrow account or similar financial assurance funded in amount agreed for long-term stewardship funding to maintain the ecological value of restoration in perpetuity; and
- Consent Decree containing the substance of the agreement in principle's terms and standard provisions (e.g., definitions, force majeure, reimbursement of unpaid past assessment costs, dispute resolution, stipulated penalties for noncompliance with consent decree requirements, termination, etc.).

During this twelve- to eighteen-month period, the Trustees will concurrently draft required restoration analyses consistent with the Comprehensive Environmental Response, Compensation, and Liability Act, the National Environmental Policy Act, and other applicable legal authorities. The Trustees' restoration planning analyses shall be subject to public notice and comment as required by applicable law. Under this Second Addendum to the Funding and Participation Agreement, the Companies have funded the Trustees' costs associated with this restoration planning.

Together, these documents will memorialize a Natural Resource Damages settlement between the Parties for the Port Gamble Bay assessment area. All documents are subject to review and approval by Trustees and the U.S. Department of Justice. Following the completion of the above documents, the settlement shall not be final until: 1) final review and approval of the settlement and consent decree by Parties' decisionmakers and the Assistant Attorney General for the Environment and Natural Resources Division of the U.S. Department of Justice; 2) lodging of the consent decree with the U.S. District Court for the Western District of Washington for a period of no less than thirty (30) days to allow for public notice and comment; and 3) approval and entry of the consent decree by the U.S. District Court for the Western District of Washington.

As part of the Phase C Work Plan, the Trustee Council will also hold monthly internal meetings throughout Phase C to conduct ongoing activities, including discussion of technical and legal meeting progress, development of the documents outlined above, and any needed meetings with representatives of the Companies.

The estimated budget for the Trustees to complete these tasks is \$649,442.39.