

IMPLEMENTING AGREEMENT

for the

PLUM CREEK

NATIVE FISH HABITAT CONSERVATION PLAN

for

MONTANA, IDAHO, AND WASHINGTON

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1.0 PARTIES

The parties to this Implementing Agreement ("Agreement") are Plum Creek Timberlands, L.P., (and its partners Plum Creek Timber Company, Inc. and Plum Creek Timber I L.L.C.), Plum Creek Marketing Inc., Plum Creek Land Company, Plum Creek Northwest Lumber, Inc., Plum Creek Northwest Plywood, Inc., Plum Creek MDF, Inc., the United States Fish and Wildlife Service ("FWS"), and the National Marine Fisheries Service ("NMFS"). In this Agreement, FWS and NMFS are collectively referred to as the "Services" and the Plum Creek entities identified in this Section 1.0 are referred to both individually and collectively as "Plum Creek".

2.0 RECITALS AND PURPOSES

2.1 Recitals. The parties have entered into this Agreement in consideration of the following facts:

2.1.1 Plum Creek owns approximately 1.6 million acres of land in Washington, Idaho, and Montana that it wishes to include in a Habitat Conservation Plan covering native fish (the "NFHCP"). Plum Creek desires to obtain a permit under section 10(a)(1)(B) of the Endangered Species Act for Covered Activities conducted on the land covered by the NFHCP. This land is described more fully in Section 2.2 of the combined NFHCP/EIS.

2.1.2 Watercourses running through or immediately adjacent to the Plum Creek land referred to in subsection 2.1.1 of this Agreement have been determined to provide, or potentially provide, habitat for wild salmonid species, including the following: bull trout (*Salvelinus confluentus*) -- including Columbia River Basin DPS; redband trout (*Onchorhynchus mykiss gairdneri*); Westslope cutthroat trout (*Oncorhynchus clarki lewisi*); Mountain Whitefish (*Prosopium williamsoni*); Pgymy Whitefish (*Prosopium coulteri*); Steelhead (*Oncorhynchus mykiss*) -- including Snake River ESU, Mid-Columbia River ESU, and Lower Columbia River ESU; Coastal cutthroat trout (*Onchorhynchus clarki clarki*) -- including Southwestern Washington/Columbia River ESU, and Chinook salmon (*Oncorhynchus tshawytscha*) -- including Snake River spring/summer ESU, Upper Columbia River summer/fall ESU, Snake River fall chinook ESU, Mid-Columbia River spring ESU, and Lower Columbia River ESU; Coastal rainbow trout (*Onchorhynchus mykiss irideus*), Chum salmon (*Onchorhynchus keta*) -- including Columbia River ESU; and Coho Salmon (*Oncorhynchus kisutch*) --including Lower Columbia River/Southwest Washington ESU.

2.1.3 Plum Creek's land ownership to be covered by the NFHCP is partially intermingled in a checkerboard pattern with approximately 14.9 million acres of lands owned or managed by the U.S. Forest Service, state, tribal, and other private owners. Thus, the Planning Area for purposes of the NFHCP encompasses approximately 16.5 million acres and is described in Section 2.0 of the NFHCP/EIS.

2.1.4 Plum Creek has developed a series of measures, described in the NFHCP, to minimize and mitigate to the maximum extent practicable the effects of potential Take of Covered Species that may be Listed from time to time that is incidental to the Covered Activities. The NFHCP measures also address Unlisted Covered Species, as though they were Listed, to invoke the assurances described in section 4.2.2 of this Agreement as to those Species. The measures developed and included within the NFHCP minimize and mitigate the effects of the Covered Activities on the Covered Species before or as those effects arise, at all times during the term of the Permit.

2.1.5 Section 7 of the Endangered Species Act (ESA) requires the Secretaries of Interior and Commerce to use programs administered by them in furtherance of the purposes of the ESA. Section 7 further requires both interagency as well as intra-agency consultation with respect to federal actions, such as the approval of the NFHCP, to ensure that their action in issuing an incidental take permit does not jeopardize the continued existence of any Listed Species or destroy or adversely modify critical habitat designated under the ESA. After such consultation, the Secretaries are required to issue a biological opinion that may include an incidental take statement that permits activities that might otherwise be prohibited by Section 9 of the ESA. In this case, both a biological opinion and incidental take statement have been prepared prior to the execution of this Agreement.

2.2 Purposes. The purposes of this Agreement are:

2.2.1 To ensure implementation of each of the terms of the NFHCP;

2.2.2 To describe remedies and recourse should any party fail to perform its obligations as set forth in this Agreement; and,

2.2.3 To provide assurances to Plum Creek, consistent with the No Surprises regulations adopted by the Services, that as long as the terms of the NFHCP, the Permits, and this Agreement are performed, no additional mitigation will be required of Plum Creek with respect to Covered Species, except as expressly provided for in this Agreement.

3.0 DEFINITIONS

The following terms as used in this Agreement will have the meanings set forth below:

3.1 "Changed Circumstances" means a change or changes in the circumstances affecting a Covered Species or the Covered Lands that can reasonably be anticipated by Plum Creek and the Services and that therefore can reasonably be, and has been, planned for in the NFHCP. Changed Circumstances are not Unforeseen Circumstances and can include natural catastrophic events in areas prone to such events (fires, windstorms, floods, etc.). All Changed Circumstances that can exist in connection with the NFHCP (together with the planned Plum Creek responses under the NFHCP to those circumstances) are contained in Commitment AM3 and Table NFHCP 8-3 of Section 8.0 of the NFHCP.

3.2 "Covered Activities" means certain activities carried out by Plum Creek on Covered Lands that may result in incidental Take of Covered Species provided that such activities are otherwise lawful. All Covered Activities are identified in Section 1.0 of the NFHCP and Chapter 1 (section 1.3.2) of the NFHCP/EIS, and are described in detail in Chapter 2 (section 2.3.1) of the NFHCP/EIS, provided that certain limited activities described in Section 4.2.3 of this Agreement shall not constitute Covered Activities until completion of consultation under Section 106 of the National Historic Preservation Act, as further provided in Section 4.2.3.

3.3 "Covered Lands" means the lands (including lands added to the NFHCP pursuant to Section 5.0 of the NFHCP and subsections 11.1.1 through 11.1.3 of this Agreement) where the Covered Activities occur and the lands to which the NFHCP's conservation and mitigation measures apply. The Covered Lands are referred to in the NFHCP and NFHCP/EIS as the "Project Area". The Covered Lands include all land owned by Plum Creek as a matter of public record within the Planning Area Basins on the effective date of this Agreement (and those additional lands located outside of Planning Area Basins identified on Exhibit A to this Agreement). The Planning Area Basins are identified on Map 1.3-1 of the NFHCP/EIS. Map 2.2.1 (Note: Map 2.2-1 of the NFHCP depicts Plum Creek ownership as of 1/1/98. As a part of the administration of the NFHCP, Plum Creek will update the land ownership information as provided for in Section 5.0 of the NFHCP). The Covered Lands also include those lands owned by others but on which Plum Creek holds timber cutting rights of 30 years duration or longer. Finally, Covered Lands includes lands owned or managed by others over which Plum Creek holds access easements, rights-of-way, access permits, or which are subject to a road cost-share agreement to which Plum Creek is a party, and which access the Covered Lands owned by Plum Creek.

3.4 "Covered Species" means the Species identified in Chapter 1 (section 1.3.2) of the NFHCP/EIS and subsection 2.1.2 of this Agreement, each of which the NFHCP addresses in a manner sufficient to meet all of the criteria for issuing incidental take permits under ESA § 10(a)(1)(B). All Covered Species are Listed on the Permits. Covered Species are referred to in the NFHCP as "Permit Species".

3.5 "ESA" means the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 *et. seq.*, and as may be further amended from time to time.

3.6 "Listed species" means a Species that is or becomes Listed as endangered or threatened under the ESA and for which the prohibition stated in ESA section 9 is operative.

3.7 "NFHCP" means the Plum Creek Native Fish Habitat Conservation Plan prepared by Plum Creek for its lands in Montana, Idaho, and Washington (as the same may be modified from time to time pursuant to its provisions or as otherwise amended by mutual agreement of the parties). All of Plum Creek's commitments are contained in the NFHCP. The NFHCP is found at the end of Chapter 3 of the combined "Plum Creek Native Fish Habitat Conservation Plan and Environmental Impact Statement" (the "NFHCP/EIS") dated December 1999. (Section 1.0 of the NFHCP incorporates certain other portions of the NFHCP/EIS into the NFHCP by express reference; other than those express incorporations, the NFHCP is found exclusively at the end of Chapter 3 of the NFHCP/EIS.)

3.8 "NFHCP/EIS" means the Plum Creek Native Fish Habitat Conservation Plan and Environmental Impact Statement (either the Final or Draft EIS, or both, as may be appropriate), which is a combined document containing both the NFHCP (located at the end of Chapter 3.0 of the document) as well as the Services' environmental impact analysis prepared pursuant to the National Environmental Policy Act.

3.9 "Permit" or "Permits" means the incidental take permits issued by the respective Services to Plum Creek pursuant to Section 10(a)(1)(B) of the ESA for potential Take incidental to the Covered Activities, as those permits may be amended from time to time. Since FWS and NMFS will each issue their own Permit and the parties may take action with respect to those Permits collectively or separately, references in this Agreement to "Permits" is intended to refer to both Permits individually and collectively, as appropriate. References to the "Services" acting in respect to the "Permits" is intended to refer to cases where both Services are acting with respect to their respective Permits and to cases where one Service only may be acting with its Permit.

3.10. "Planning Area" means the lands identified as such in Sections 2.2 and 2.3 of the NFHCP, and consists of all of the Covered lands, plus those intermingled or adjoining federal and nonfederal lands identified in the NFHCP/EIS as being part of the Planning Area. The Planning Area totals approximately 16.5 million acres.

3.11 "Properly implementing the NFHCP" means circumstances under which Plum Creek is implementing all material measures of the NFHCP; the measures of NFHCP are referred to in the NFHCP as "Commitments".

3.12 "Species" shall mean and include a species or subspecies of fish or wildlife, or a distinct population segment ("DPS") (including an evolutionarily significant unit ("ESU")) of a species or subspecies of vertebrate fish or wildlife that interbreeds when mature.

3.13 "Take" has the same meaning as the term is used in the ESA, 16 U.S.C. § 1533(19) and implementing regulations, as they may be amended from in the future from time to time.

3.14 "Unforeseen Circumstances" means a substantial and material adverse change in the status of a Species due to events occurring or circumstances changing that could not reasonably have been anticipated by Plum Creek and the Services at the time of the NFHCP's development. All such substantial and material adverse changes in the status of a Species that are not identified in the NFHCP as Changed Circumstances are Unforeseen Circumstances.

3.15 "Unlisted Species" means a Species that is not a Listed Species.

4.0 OBLIGATIONS OF THE PARTIES

4.1 Obligations of Permittee. Plum Creek will fully and faithfully perform all obligations required of it under this Agreement, the NFHCP, and the Permits.

4.2 Obligations of the Services. The Services will fully and faithfully perform all obligations required of them under this Agreement, the NFHCP, and the Permits. In particular, upon execution of this Agreement by all parties, and satisfaction of all other applicable legal requirements, the Services will issue Plum Creek the Permits, authorizing current and future Take by Plum Creek of each Covered Species that may be Listed from time to time, incidental to Covered Activities.

4.2.1 Permit coverage. The Permits issued by the Services will identify all of the Covered Species within their respective jurisdictions. The Permits will take effect for Listed Covered Species at the time the Permits are issued. Subject to compliance with all other terms of this Agreement, the Permits will take effect for an Unlisted Covered Species upon the Listing of such species, without the need for further action by the Services. Coverage of the Permits extend to the identified Covered Activities conducted on the Covered Lands, including activities with impacts occurring outside of the Covered Lands. The mitigation measures in the NFHCP address, and the NFHCP analyzes, such effects within the context of the overall NFHCP mitigation program.

4.2.2 "No Surprises" assurances. Provided that Plum Creek is properly implementing the NFHCP, the Services may require Plum Creek to provide mitigation beyond that provided for in the NFHCP only upon the occurrence of Unforeseen Circumstances, and then only in accordance with the "No Surprises" regulations in effect on the effective date of this Agreement (such regulations are found at 50 C.F.R. §§ 17.22(b)(5), 17.32(b)(5), and 222.307(g)-(h) and are attached hereto as Exhibit B). Under these regulations, the Services have the burden

of demonstrating that Unforeseen Circumstances actually exist using the best scientific and commercial data available. The Services' findings that Unforeseen Circumstances exist must be clearly documented and based upon reliable technical information regarding the status and habitat requirements of the affected species, including but not limited to the factors set forth in 50 C.F.R. §§ 17.22(b)(5)(iii)(C), 17.23(b)(5)(iii)(C), and 222.307(g)(3)(c). Additional mitigation requirements upon the finding of Unforeseen Circumstances shall not involve the payment of additional compensation by Plum Creek or apply to parcels of land available to Plum Creek for timber harvest or for other uses (as provided under the NFHCP) without the consent of Plum Creek, and shall maintain the original terms of the NFHCP to the maximum extent possible.

4.2.3 National Historic Preservation Act compliance.

(a) Until completion of consultation under the National Historic Preservation Act ("NHPA"), 16 U.S.C. § 470f, Covered Activities, as defined in Section 3.2. of this Agreement, shall not include any activity that but for the Permits would constitute unlawful Take of a Listed Covered Species and will adversely affect a Historic Property. A "Historic Property" means any site, building, structure, or object located within the Covered Lands (i) that is included in the National Register of Historic Places or (ii) that is (A) specifically identified in a written notice received by Plum Creek prior to the conduct of its otherwise Covered Activity from either Service or from an Interested Party and (B) is eligible for inclusion in the National Register of Historic Places. As used in this section 4.2.3, "Interested Party" means the State Historic Preservation Officer ("SHPO") for the State of Montana, Idaho, or Washington, as the case may be, or an Indian Tribe that attaches cultural significance to sites, buildings, structures, or objects that may be affected by the Covered Activity and each other "consulting party" under 36 C.F.R. § 800.2. For purposes of this Agreement, completion of NHPA consultation may be satisfied by the execution of a memorandum of agreement or programmatic agreement (which agreements may include provisions for phased procedures for NHPA compliance), as provided for in 36 C.F.R. §§ 800.4(b)(2), 800.6(c), and 800.14(b).

(b) Upon execution of this Agreement, the Services will pursue the completion of their consultation obligations under 16 U.S.C. § 470(f) with all possible diligence and without interruption and in all events complete such consultation within twelve months after the effective date of this Agreement.

(c) The Services and Plum Creek will work with SHPOs, Indian Tribes, and other consulting parties to seek ways to avoid, minimize or mitigate any adverse effects of Covered Activities on Historic Properties. Consistent with 36 C.F.R. 800.6(c)(2)(ii) and the assurances of this Agreement, the Services must obtain the express written consent of Plum Creek if, as a result of NHPA consultation, the Services seek to: (i) create, extend, or otherwise impose limitations or qualifications on Covered Activities; or (ii) allow any third party to create, extend, or otherwise impose limitations or qualifications on Covered Activities; or (iii) directly or indirectly impose on Plum Creek any substantive cultural resource protection requirements for purposes of NHPA compliance in connection with the Permits, the NFHCP, or this Agreement.

5.0 INCORPORATION OF NFHCP

The NFHCP is intended to be, and by this reference is, incorporated herein. To the extent possible, the terms of this Agreement and the terms of the NFHCP will be interpreted to be supplementary to each other. However, in the event of any direct contradiction between the terms of this Agreement and the NFHCP, the terms of this Agreement will control.

6.0 PERMIT TERM, SUSPENSION, REVOCATION, REINSTATEMENT, RELINQUISHMENT AND EXTENSION

6.1 Effective Date and Permit Term. This Agreement and the NFHCP will become effective on the date by which each of the Service initially issues their respective Permits. This Agreement, the NFHCP, and the Permits will remain in effect for a period of 30 years from such date, except as otherwise provided in subsections 6.2 through 6.4 of this Section.

6.2 Permit suspension, revocation and reinstatement by the Services.

6.2.1 Generally. The Services may suspend or revoke the Permits for cause in accordance with the laws and regulations in fore at the time of such suspension or revocation (the regulations applicable to the Permit issued by FWS are currently found at 50 C.F.R. §§ 17.22(b)(8) and 17.32(b)(8) and those applicable to the Permit issued by NMFS are currently found at 50 C.F.R. § 222.306 and 15 C.F.R. Part 904, Subpart D), except that the Services may revoke the Permits based on a determination that the continuation of a Covered Activity would be likely to jeopardize the continued existence of a Covered Species only if the Services have not been successful in remedying the situation in a timely fashion through other means as provided in the No Surprises rule (50 C.F.R. §§ 17.22(b)(5) , 17.32(b)(5) and 222.307(g)-(h)).

6.2.2 No mitigation deficit. As analyzed in the NFHCP, the Services find that the mitigation measures provided in the NFHCP result in Plum Creek having fully and continuously minimized and mitigated the effects of the Covered Activities on the Covered Species before or as those effects arise, for the duration of the term of the Permits. Accordingly, the Services find that Plum Creek will have fully and completely satisfied its commitments for minimizing and mitigating the effects of the Covered Activities on the Covered Species upon any suspension or revocation of the Permit (in part or in whole), at any and all times after issuance of the Permits. Therefore, if Plum Creek is properly implementing the NFHCP, upon any suspension, revocation, or other termination of the Permits (in part or in whole), Plum Creek shall have no further obligation under this Agreement, the NFHCP or the ESA, for any Take, or effects of Take, that occurred during the implementation of the NFHCP.

6.3 Relinquishment of the permit by Plum Creek.

6.3.1 Generally. Plum Creek may relinquish the Permits, or each of them, in part or in whole, in accordance with the Services' regulations, currently codified at 50 C.F.R. §§

13.26, 220.306, in force as of the date of such relinquishment. Relinquishment of the Permits with respect to any individual Covered Species will also automatically terminate this Agreement with respect to such Species, in accord with paragraph 6.3.3 of this Agreement.

6.3.2 Procedure for full relinquishment. If Plum Creek wishes to relinquish the Permits before expiration of the term of the NFHCP, Plum Creek will provide notice of its intent to do so to the Services at least 60 days prior to the planned relinquishment. As analyzed in the NFHCP, the Services find that the mitigation measures provided in the NFHCP will result in Plum Creek having fully and continuously minimized and mitigated the effects of the Covered Activities on the Covered Species before or as those effects arise, during the entire Permit term. Accordingly, the Services find that Plum Creek will have fully and completely satisfied its commitments for minimizing and mitigating the effects of the Covered Activities on the Covered Species upon the relinquishment of the Permits, at any and all times after issuance of the Permits. Therefore, if Plum Creek is in compliance with the terms of the NFHCP, upon relinquishment, or other termination of the Permits, Plum Creek shall have no further obligation hereunder, or under the ESA, for any Take, or effects of Take, that occurred during the implementation of the NFHCP.

6.3.3 Procedure for partial relinquishment. If Plum Creek wishes to relinquish the Permits as to any, but less than all of the specified Covered Species, specified Covered Lands (if the lands are disposed of consistent with and as provided for in Section 5.0 of the NFHCP or the lands to be disposed of constitute all of the Covered Lands within a Planning Area Basin, as defined in the NFHCP), or specified Covered Activities, at any time during the term of the Permits, Plum Creek will provide notice of its intent to do so to the Services at least 60 days prior to the planned partial relinquishment. As analyzed in the NFHCP, the Services find that the mitigation measures provided in the NFHCP will result in Plum Creek having fully and continuously minimized and mitigated the effects of the Covered Activities on each of the Covered Species before or as those effects arise, throughout the term of the Permits. Accordingly, the Services find that Plum Creek will have fully and completely satisfied its commitments for the minimization and mitigation of the effects of the Covered Activities on each of the Covered Species upon the partial relinquishment of the Permits, at any and all times after their issuance, and Plum Creek shall have no post-relinquishment mitigation or other obligation with respect to the Covered Lands, Covered Activities, or Covered Species as to which the Permits are relinquished.

6.4 Extension of the Permits. Upon agreement of the parties and compliance with all applicable laws, the Permits may be extended beyond their initial term under regulations of the Services in force on the date of such extension. If Plum Creek desires to extend the Permits, it will so notify the Services at least 180 days before the then-current term is scheduled to expire. Extension of the Permits constitutes extension of the NFHCP and this Agreement for the same amount of time, subject to any modifications that the Services and Plum Creek may agree to at the time of extension, consistent with regulations then in force pertaining to extensions.

7.0 FUNDING

Plum Creek warrants that it has, and will expend, such funds as may be necessary to fulfill its obligations under the NFHCP. Plum Creek will promptly notify the Services of any material change in Plum Creek's financial ability to fulfill its obligations. In addition to providing any such notice, Plum Creek will provide the Services with a copy of the Plum Creek Timber Company, Inc.'s annual report each year of the Permits remain operative, or with such other reasonably available financial information that the parties agree will provide adequate evidence of Plum Creek's ability to fulfill its obligations.

8.0 MONITORING AND REPORTING

8.1 Planned periodic reports. As described in Commitments A4, A5 and A6 and Table NFHCP 7-1 of Section 7.0 of the NFHCP, Plum Creek and others will submit a number of reports to the Services describing its activities and results of the monitoring program provided for in the HCP. Reports prepared by Plum Creek shall be accompanied by a certification from the Plum Creek manager who prepared or is submitting the report in substantially the following form: "I certify that to the best of my knowledge the information in this report is correct and I further certify that I have taken reasonable measures to review Plum Creek's records relating to the NFHCP to compile this report in an accurate and complete manner."

8.2 Other Information. Plum Creek will provide, within 30 days of being requested by the Services, any additional non-privileged, non-proprietary information in its possession or control related to implementation of the NFHCP that is requested by the Services for the purpose of assessing whether the terms and conditions of the Permits and the NFHCP, including the NFHCP's adaptive management plan, are being properly implemented. Responsive information need not be presented in any form other than the manner in which it is kept in the ordinary course of business.

8.3 Review of Reports by Services. The Services will review the reports and other information provided by Plum Creek under Sections 8.1 and 8.2 of this Agreement to ensure proper implementation of the NFHCP by Plum Creek. The Services will use the best scientific information available to evaluate monitoring information reported by Plum Creek, which evaluation may include solicitation of review by independent scientists outside of the Services.

8.4 Monitoring by Services. The Services may conduct inspections and monitoring in connection with the Permits in accordance with their respective regulations. (See 50 C.F.R. §§ 13.47, 220.301(j).)

9.0 CHANGED CIRCUMSTANCES

9.1 Plum Creek Response to Changed Circumstances. Changed Circumstances under the NFHCP are described in Commitment AM3 of Section 8.0 of the NFHCP. As provided in Commitment AM3, Plum Creek will promptly notify the Services upon determining that Changed Circumstances have occurred, and Plum Creek will proceed to develop a site specific management plan in accordance with the procedures and standards set forth in Table NFHCP 8-3 of Section 8.0 of the NFHCP. In addition, as required in Table NFHCP 7-1 of Section 7.0 of the NFHCP, Plum Creek will include in its annual reporting to the Services the number of Changed Circumstances occurring during the reporting year.

9.2 Services' notice to Plum Creek. If the Services believe that Changed Circumstances have occurred and that Plum Creek has not responded in accordance with Commitment AM3 of the NFHCP, the Services will so notify Plum Creek, as provided for in the NFHCP. As soon as practicable after receiving such notice, Plum Creek will implement the measures set forth in Commitment AM3 and Table NFHCP 8-3 of Section 8.0 of the NFHCP and report to the Services on its actions, or respond that it does not believe that Changed Circumstances exist. In the event of a disagreement concerning any aspect of the Changed Circumstances provisions of the NFHCP and this Agreement, the parties shall use the dispute resolution procedure set forth in Section 13.4 of this Agreement. The Services will promptly notify Plum Creek of the Listing of a Species that is not a Covered Species and is known or believed by the Services to use the Covered Lands.

9.3 No NFHCP Modification or Permit Amendment Required. Plum Creek management responses to Changed Circumstances pursuant to the NFHCP shall not require a modification of the NFHCP or amendment of the Permits under section 12 of this Agreement, but shall be documented in the annual reporting to the Services pursuant to Table NFHCP 7-1 of the NFHCP.

10.0 ADAPTIVE MANAGEMENT

10.1 Plum Creek to initiate adaptive management based on NFHCP triggers. The NFHCP analyzes and provides for adaptive management based on monitoring activities and on what is described in Section 8.0 of the NFHCP as "applied" and "basic" scientific research to be undertaken across the Project and Planning Areas. Adaptive management measures are provided for in Section 8.0 of the NFHCP. As provided in Table NFHCP8-1 of Section 8.0 of the NFHCP, Plum Creek shall engage in adaptive management when the triggers in NFHCP Section 8.0 are satisfied. The adaptive management process in the NFHCP can result in decisions not to alter management, or to make management changes of one of three different types: (a) "pre-defined mandatory management response"; (b) "mandatory collaborative management response"; and (c) "cooperative management response." (These terms are described in Section 8.0 of the NFHCP). Each of these responses may yield changes in management prescriptions or management processes.

10.2 Implementation of management changes. The NFHCP management changes resulting from adaptive management under Section 8.0 of the NFHCP do not require modification of this Agreement or amendment of the Permits. Plum Creek will report the results of adaptive management activities to the Services as provided in Sections 7.0 and 8.0 of the NFHCP. "Pre-defined mandatory management responses" are self-executing by Plum Creek and require no modification of the NFHCP. "Mandatory collaborative management responses" require agreement of Plum Creek and the Services based on decision criteria and standards established in the NFHCP; such responses will be processed as minor modifications under Section 12.1 of this Agreement. "Cooperative management responses" involve measures or changes in management requested by the Services or Plum Creek but not required to be implemented by Plum Creek under the NFHCP. Thus, they necessitate all parties' agreement before resulting in management changes. Once agreement is reached, the changes agreed to become mandatory measures under the NFHCP. Changes resulting from the cooperative management response process are likewise subject to criteria and standards in the NFHCP, and thus will be minor modifications under Section 12.1 of this Agreement.

10.3 Authority of Services upon failure to reach agreement regarding "mandatory collaborative management responses". If, after good faith efforts by all parties, agreement cannot be reached concerning the appropriate management response with respect to a "mandatory collaborative management response" under Section 8.0 of the NFHCP, and the parties are unable to resolve the matter through the dispute resolution mechanism of subsection 13.4.3 of this Agreement, the Services shall retain the authority (subject to review under applicable law) to suspend the Permits consistent with the suspension regulations in force at the time of such suspension. However, the Services shall suspend the Permits in the narrowest fashion possible, and shall only suspend the Permits as to those Covered Lands, those Covered Activities, or those Covered Species that are affected by the impasse to such an extent that the Services believe they must suspend the Permits under their regulations governing Permit suspension. Such suspension shall be withdrawn promptly upon resolution of the impasse, or as otherwise provided in the regulations governing Permit suspension.

10.4 No authority to increase Take. This section 10.0 does not authorize any changes in NFHCP management measures that would result in an increase in the amount of Take or increase the impacts of Take of Listed Covered Species beyond that analyzed in connection with the original NFHCP and any amendments thereto. Any modification that does so increase the amount of Take must be reviewed and processed as a Permit amendment under Section 12.2 of this Agreement.

11.0 LAND TRANSACTIONS

11.1 Acquisition of land by Plum Creek. Nothing in this Agreement, the NFHCP, or the Permits limits Plum Creek's right to acquire additional lands or interests in lands. It is within Plum Creek's sole discretion whether it will seek to add the acquired lands to the NFHCP and have them become Covered Lands. Transfers of Covered Lands between the Plum Creek entities identified in Section 1.0 of this Agreement (which entities are named on the Permits) are expressly permitted and shall not be treated as an acquisition or disposition of land subject to this Section 11.0. Such intra-Plum Creek transactions involving Covered Lands shall have no effect whatsoever on the continued applicability of the NFHCP, this Agreement and the Permits to the transferred Covered Lands or on Plum Creek's obligations thereunder.

11.1.1 Acquisition of land outside the Planning Area. Lands Plum Creek acquires outside of the Planning Area will not become Covered Lands under the Permits except upon amendment of the Permits as provided in section 12.2 of this Agreement.

11.1.2 Acquisition of land within the Planning Area, except non-private lands acquired through exchange. This subparagraph shall apply to all lands acquired by Plum Creek within the Planning Area, except lands acquired from a non-private entity through a land exchange. If Plum Creek wishes to have acquired lands within the Planning Area covered by the Permits, Plum Creek shall give the Services notice of that desire and shall provide the following information pertaining to the lands Plum Creek wishes to become Covered Lands:

- (a) identification of the location and acreage of the acquired lands;
- (b) a statement that since acquisition of the lands by Plum Creek, the lands have been managed in a manner consistent with the NFHCP;
- (c) delineation of the watercourses running through or abutting the acquired lands;
- (d) identification of whether the lands are within a Tier I watershed (as delineated in the NFHCP; if not delineated, whether the watershed is Tier I will be determined considering the same criteria used by Plum Creek and the Services in establishing Tier I watershed in the initial NFHCP);
- (e) identification of any watercourses running through or abutting the acquired lands that contain a Native Fish Assemblage (such to be determined considering the same criteria used by Plum Creek and the Services in establishing the Native Fish Assemblages in the initial NFHCP);
- (f) identification of any the watercourses running through or abutting the acquired lands that are a Key Migratory River (such to be determined considering the same criteria used by Plum Creek and the Services in establishing the Key Migratory Rivers in the

initial NFHCP); and

(g) a written analysis demonstrating that the net effect on the environment and on Covered Species (and the level of take of Covered Species) on the acquired lands that would result from managing the acquired lands under the NFHCP would not be significantly different from the effect on the environment and on the Covered Species (and the level of take of Covered Species) on the Covered Lands at the inception of the NFHCP (or following any amendments thereto) as analyzed in the NFHCP and NFHCP/EIS and as managed pursuant to the NFHCP.

Unless the Services give notice to Plum Creek within 60 days after receipt of Plum Creek's notice containing the information identified in subsections (a) through (g) above specifying in detail the reasons why the delineation, identification or demonstration required in subsections (d) through (g) above is inaccurate, it will be conclusively presumed that the conditions and requirements of this subsection 11.1.2 are satisfied, and such lands will become Covered Lands through a minor modification processed under subsection 12.1 of this Agreement. If the Services do notify Plum Creek that Plum Creek's notice fails to meet one or more of the conditions and requirements of subsections (a) through (g) above, the parties may utilize the dispute resolution provisions of subsection 13.4 of this Agreement, or Plum Creek may elect to add the acquired lands as Covered Lands through an amendment processed pursuant to subsection 12.2 of this Agreement. Once added, the lands shall be treated and managed as Covered Lands under the terms of the NFHCP.

11.1.3 Non-private lands acquired by exchange. If Plum Creek acquires non-privately owned lands within the Planning Area in exchange for Covered Lands, and Plum Creek wishes to add the acquired lands to the NFHCP, such addition shall be processed as a minor modification under subsection 12.1 of this Agreement. Activities conducted on such acquired lands shall become Covered Activities under the Permits immediately upon acquisition of the lands by Plum Creek, provided that Plum Creek subsequently processes a minor modification of the NFHCP pursuant to subsection 12.1 of this Agreement; if such lands are not added to the NFHCP pursuant to notice given by the Services under subsection 12.1 of this Agreement, activities by Plum Creek on those lands in the interim shall still be treated as Covered Activities.

11.2 Disposal of Covered Lands by Plum Creek - Mitigation requirements fulfilled.

As analyzed in the NFHCP/EIS, the Services find that the mitigation measures provided in the NFHCP will result in Plum Creek having fully and continuously minimized and mitigated the effects of the Covered Activities on the Covered Species before or as those effects arise, for the duration of the term of the Permits. Accordingly, the Services find that Plum Creek will have fully and completely satisfied its commitments for the minimization and mitigation of the effects of the Covered Activities on the Covered Species upon any termination of the Permits, at any time after issuance of the Permits. Therefore, if Plum Creek is properly implementing the NFHCP (including the land disposition provisions of Section 5.0 of the NFHCP), upon disposal of Covered Lands, Plum Creek shall have no further obligation under this Agreement or the ESA

(insofar as providing mitigation measures in respect of the Covered Lands disposed of), and Plum Creek shall give notice of the disposition as provided in Section 7.0 of the NFHCP, without the need for processing a minor modification of the NFHCP under subsection 12.1 of this Agreement.

12.0 MODIFICATIONS AND AMENDMENTS

12.1 Minor modifications.

12.1.1 Any party may propose minor modifications to the NFHCP or this Agreement by providing notice to all other parties. Such notice shall include a statement of the reason for the proposed modification and an analysis of its environmental effects, including its effects on operations under the NFHCP and on Covered Species. Minor modifications are deemed approved and become effective 60 days after receipt of written notice of the same unless the responding party provides written disapproval of the proposed modification or the Services give written notice that the proposed modification must be processed as an amendment under section 12.2 of this Agreement because the Services have determined that such modifications would result in operations or greater adverse effects of incidental Take not analyzed in connection with the original NFHCP or that are new or significantly different from those analyzed in connection with the original NFHCP.

12.1.2 Minor modifications to the NFHCP and this Agreement processed pursuant to this subsection include but are not limited to the following:

- (a) corrections of typographic, grammatical, and similar editing errors that do not change the intended meaning;
- (b) correction or updating of any maps or NFHCP exhibits or to reflect previously approved amendments to the Permits or modifications to the NFHCP;
- (c) minor changes to survey, monitoring or reporting protocols; and
- (d) NFHCP measures modified as "mandatory collaborative management responses" and "cooperative management responses" as provided for in Section 8.0 of the NFHCP and Section 10.0 of this Agreement.
- (e) those land acquisitions and exchanges within the Planning Area covered by subsections 11.1.2 and 11.1.3 of this Agreement.

12.1.3 Minor modifications to the NFHCP, as defined in subsection 12.1 of this Agreement do not require amendment of the Permits and the Permits shall continue to be fully in force. Any other modifications to the NFHCP will require an amendment of the Permits in accordance with subsection 12.2 of this Agreement.

12.2 Amendment of the Permits.

(a) The Permits may be amended in accordance with all applicable legal requirements, including but not limited to the ESA, the National Environmental Policy Act, and the Services' permit regulations in effect at the time of the amendment. The party proposing the amendment shall provide a statement of the reasons for the amendment and an analysis of its environmental effects, including its effects on operations under the NFHCP and on Covered Species.

(b) If Plum Creek proposes to add an additional Species to the Permit (i.e., one that is not a Covered Species), the appropriate Service will determine whether such addition would meet the permit issuance criteria under ESA § 10(a)(2)(B). The Service will consider, in making the required determinations, the extent to which Plum Creek's implementation of the NFHCP, or any other voluntary conservation measures undertaken by Plum Creek since issuance of the Permits, have already minimized or mitigated for adverse effects on such Species.

12.3 Permit Revisions necessitated by taxonomic changes to Covered Species or revisions to a Covered Species (including DPS or ESU).

Notwithstanding the provisions of subsections 12.1 and 12.2 of this Agreement, if the taxonomic classification of a Covered Species changes during the term of the NFHCP, or the boundary or description of a Covered Species (including DPS or ESU) is revised, the following shall apply:

12.3.1 Changes in taxonomy. If the taxonomic classification of a Covered Species changes during the term of the NFHCP, Plum Creek may give notice to the Services to revise the Permits to include the revised identification or nomenclature of the Covered Species. Within 60 days, the Services shall revise the Permits to reflect the change, unless the Services determine that continuation of the measures of the NFHCP would be inconsistent with their obligations under 16 U.S.C. § 1539(a)(2)(B)(iv), despite taking all measures required of them by law upon a finding of Unforeseen Circumstances.

12.3.2 Revisions to a Covered Listed Species that becomes partially Unlisted. If the Services revise a Covered Listed Species (including a DPS or ESU) so that fish considered part of the former Species (including DPS or ESU) become de-Listed (including but not limited to cases where a DPS or ESU is split into two or more separate DPSs or ESUs or otherwise recombined), Plum Creek may give notice to the Services to revise the Permits to include the revised DPSs or ESUs on the Permits as a Covered Species. Within 60 days of Plum Creek's notice, the Services shall revise the Permits to add the revised DPS or ESU.

12.3.3 Revisions to a Covered Unlisted Species. If the Services revise or treat a Covered Unlisted Species (including DPS or ESU) in a manner such that fish considered part of a Covered Unlisted Species (including DPS or ESU) are to be considered part of one or more new DPSs or ESUs (including but not limited to cases where a DPS or ESU is split into two or

more DPSs or ESUs or otherwise recombined), Plum Creek may give notice to the Services to revise the Permits to include all revised DPSs or ESUs that include fish that prior to such revision were considered to be part of a Covered Unlisted Species. Within 60 days, the Services shall revise the Permits to include the revised DPSs or ESUs, unless the Services determine that continuation of the measures of the NFHCP with respect to such DPSs or ESUs would be inconsistent with their obligations under 16 U.S.C. § 1539(a)(2)(B)(iv), despite taking all measures required of them by law upon a finding of Unforeseen Circumstances.

12.3.4 Revisions to a Covered DPS or ESU that is Listed or which becomes a Listed Species.

(a) General. If the Services propose to List a DPS or ESU that includes fish that are considered to be part of a Covered Species but following such listing that Covered Species will be treated as constituting a Species distinct from the DPS or ESU to be proposed for Listing, the Services shall promptly notify Plum Creek of such proposal. Plum Creek and the Services shall share all available commercial and scientific information, subject to appropriate proprietary protections, related to such revision in the DPS or ESU, so that Plum Creek can determine whether to give notice under subsections (b) or (c) of this subsection 12.3.4.

(b) Non-emergency Listings.

(1) Notice by Plum Creek. If a DPS or ESU is proposed for Listing under the circumstances described in subsection 12.3.4 (a) of this Agreement and that Listing will be considered on a non-emergency basis, Plum Creek may, at any time, give notice to the Services that Plum Creek wishes to have the Permit amended to include the new or revised DPS or ESU as a Covered Species.

(2) Preliminary Determination. The Services shall respond by giving notice to Plum Creek that they:

(A) have made a preliminary determination that the Permit will be amended to include the new DPS or ESU upon the date of the Listing without further action by Plum Creek;

(B) have made a preliminary determination that the Permit may be amended to include the new DPS or ESU on the date of the Listing, but due to Unforeseen Circumstances affecting the Species to be Listed, that additional mitigation for such Species will be required pursuant to subsection 4.2.2 of this Agreement prior to the Permit amendment; or

(C) have made a preliminary determination that the Permit cannot be amended to add the DPS or ESU because to do so would be inconsistent with the Services' obligations under 16 U.S.C. § 1539(a)(2)(B)(iv).

The Services shall provide Plum Creek with their preliminary determination within 90 days after notice by Plum Creek under this subsection (2), unless the Services give notice to Plum Creek that additional time is required, in which case the Services may have up to 60 additional days to give Plum Creek notice of their preliminary determination.

(3) Final Determination. If Plum Creek gives its notice under subsection 12.3.4(b)(1) to the Services at least 195 days prior to the end of the one year set forth in 16 U.S.C. § 1533(b)(6)(A), the Services shall make a final decision on the Permit amendment to add the new DPS or ESU concurrent with the publication of the final regulation Listing the DPS or ESU.

(c) Emergency Listings.

(1) Notice by Plum Creek. If a DPS or ESU described in subsection 12.3.4(a) of this Agreement becomes the subject of an emergency Listing, Plum Creek may, at any time, give notice to the Services that Plum Creek wishes to have the Permit amended to include that DPS or ESU as a Covered Species.

(2) Interim Determination. If Plum Creek provides the Services with the notice referred to in subsection 12.3.4(c)(1) of this Agreement, the Services shall make an interim determination whether such Species may be added to the Permit for a period not to exceed the duration of the emergency Listing. The Services shall make the interim determination concurrent with the effective date of the Listing, if possible, and in all cases within 30 days of the notice by Plum Creek.

(3) Final Determination. If Plum Creek provides the notice referred to in subsection 12.3.4(c)(1) of this Agreement no later than 45 days after the publication of the emergency Listing, the Services shall make a final decision on the Permit amendment concurrent with the effective date of any final Listing regulation. Such final decision may be to:

(A) amend the Permit to include the new DPS or ESU without further action by Plum Creek;

(B) require additional mitigation pursuant to subsection 4.2.2 of this Agreement prior to the Permit amendment to include the new DPS or ESU due to Unforeseen Circumstances; or

(C) not amend the Permit to add the DPS or ESU because to do so would be inconsistent with the Services' obligations under 16 U.S.C. § 1539(a)(2)(B)(iv).

13.0 REMEDIES, ENFORCEMENT, AND DISPUTE RESOLUTION

13.1 In general. Except as set forth below, each party shall have all remedies otherwise available to enforce the terms of this Agreement, the Permits, and the NFHCP.

13.2 No monetary damages. No party shall be liable in damages to any other party or other person for any breach of this Agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this Agreement or any other cause of action arising from this Agreement.

13.3 Enforcement authority of the United States. Nothing contained in this Agreement is intended to limit the authority of the United States government to seek civil or criminal penalties or otherwise fulfill its enforcement responsibilities under the ESA or other applicable law.

13.4 Dispute resolution. The parties recognize that disputes concerning implementation of, compliance with, or termination of this Agreement, the NFHCP, and the Permits may arise from time to time. In particular, the adaptive management and changed circumstances provisions of the NFHCP (Section 8.0) establish procedures that call for collaboration and agreement by the parties through a structured process; the parties recognize that good faith disputes may arise from time to time during that process. The parties agree to work together in good faith to resolve such disputes, using the informal dispute resolution procedures set forth in this section, or such other procedures upon which the parties may later agree. However, if at any time any party determines that circumstances so warrant, it may seek any available remedy without waiting to complete informal dispute resolution. Unless the parties agree upon another dispute resolution process, or unless a party has initiated administrative proceedings or suit in federal court, the parties may use the following process to attempt to resolve disputes:

13.4.1 The party wishing to institute dispute resolution will notify the other parties in writing of the dispute and its desire to institute the processes called for in this section.

13.4.2 If the dispute concerns a claim that a deviation from a NFHCP provision has occurred, the party so claiming shall identify in its notice the specific deviation that it claims has occurred, the basis for contending that a deviation has occurred, and the remedies it proposes to correct the claimed deviation. The party receiving the notice will have 30 days, or such other time as may be agreed upon, to respond. During this time it may seek clarification of the information provided in the initial notice. The other party will use its best efforts to provide any information then available to it that may be responsive to such inquiries. Within 30 days after such response was provided or was due (if no response has been made, representatives of the parties having authority to resolve the dispute will meet and negotiate in good faith toward a solution satisfactory to all parties, or will confer to establish a specific process and timetable to seek such a solution. This may include non-binding mediation or other dispute resolution process.

13.4.3 If the dispute arises out of implementation of the Section 8.0 of the NFHCP, the party invoking this subsection 13.4 3 shall, in its notice, identify the dispute, its proposed resolution of the dispute, and the basis for its proposal. Any party may propose that the dispute be mediated by an independent party with technical expertise appropriate to the issue or with an understanding of HCPs and in mediating disputes. If the other party or parties to the dispute agree to mediation, the parties shall share equally in the costs of the mediator. Representatives of the parties having authority to resolve the dispute shall confer with the mediator using whatever process is suggested by the mediator, and seek in good faith to resolve the dispute. The mediation shall be non-binding.

13.4.4 Nothing in this subsection 13.4 shall preclude any party at any time from instituting such administrative action or court proceedings they may deem necessary or appropriate to protect their interests under this Agreement, the NFHCP or the Permits or to seek to enforce the same.

14.0 MISCELLANEOUS PROVISIONS

14.1 No agency or partnership relationship. Neither this Agreement nor the HCP shall make or be deemed to make any party to this Agreement the agent for or the partner of any other party.

14.2 Notices. Each party shall designate a representative to whom notices under this Agreement shall be directed. The initial representatives are listed below. Any party may change its representative at any time by written notice to the other parties.

Assistant Regional Director, Ecological Services
United States Fish and Wildlife Service
911 N.E. 11th Ave.
Portland, Oregon 97232-4181
Telephone: 503-231-6159
Telefax: 503-231-2019

Regional Administrator
National Marine Fisheries Service
7600 Sand Point Way N.E.
Seattle, Washington 98115-0070
Telephone: 206-526-6150
Telefax: 206-526-6426

Michael J. Covey
Senior Vice President
Plum Creek Marketing, Inc.
999 Third Avenue, Suite 2300
Seattle, Washington 98104
Telephone: (206) 467-3600
Telefax: (206) 467-3799

and to:

James A Kraft, Esq.
Vice President, General Counsel & Secretary
Plum Creek Marketing, Inc.
999 Third Avenue, Suite 2300
Seattle, Washington 98104
Telephone: (206) 467-3600
Telefax: (206) 467-3799

Notices that may or are required to be given shall be in writing and will be deemed to be received when delivered personally to the office of the designated representative, upon electronic confirmation that a facsimile message has been received at the fax number most recently provided for the recipient representative, or 5 days after deposit in the United States post office (registered mail), addressed to the recipient representative at the address most recently provided by the party receiving the notice. Any authorized employee of the Services or Plum Creek may send or respond to any notice under this Agreement. The Services shall be responsible for coordination and notification between themselves.

Plum Creek will provide copies of notices requiring response by the Service(s) to the Services' field offices as follows, provided that notices shall be considered effective for all purposes of this Agreement upon receipt by the Services at the addresses identified above (subject to revision as provided for in this Section 14.2.):

FWS, Montana State Office, 100 N. Park Street, Suite 320, Helena, MT 59601;
FWS, Snake River Basin Field Office, 1387 S. Vinnell Way, Room 368, Boise, ID 83709;
FWS, Upper Columbia River Basin Office, 11103 Montgomery Drive, Suite 2, Spokane, WA 99206;
FWS, Western Washington Office, 510 Desmond Dr. S.E., Suite 102, Lacey, WA 98503;
NMFS, Washington State Office, 510 Desmond Dr. S.E., Suite 102, Lacey, WA 98503;
NMFS, Snake River Office, 10215 West Emerald, Suite 180, Boise, ID 83704

14.3 Entire agreement. This Agreement, together with the NFHCP and the Permits, constitutes the entire agreement among the parties. It supersedes any and all other agreements, either oral or in writing, among the parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each party

acknowledges that no representation, inducement, promise or agreement, oral or otherwise, has been made by any other party or anyone acting on behalf of any other party that is not embodied herein.

14.4 Severability. If any provision of this Agreement is held to be invalid or otherwise unenforceable, all other provisions shall remain in effect to the extent that they can be reasonably be applied in the absence of the invalid or unenforceable provision and continue to generally accomplish the purposes identified in Section 2.0 of the NFHCP.

14.5 Elected officials not to benefit. No member of or delegate to Congress shall be entitled to any share or part of this Agreement, or to any benefit that may arise from it.

14.6 Availability of funds. Implementation of this Agreement and the NFHCP by the Services is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement will be construed by the parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The parties acknowledge that the Services will not be required under this Agreement to expend any federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

14.7 Duplicate originals. This Agreement may be executed in any number of duplicate originals. A complete original of this Agreement shall be maintained in the official records of each of the parties hereto.

14.8 No third-party beneficiaries. Without limiting the applicability of rights granted to the public pursuant to the ESA or other federal law, this Agreement shall not create any right or interest in the public, or any member thereof, as a third-party beneficiary hereof, nor shall it authorize anyone not a party to this Agreement to maintain a suit for personal injuries or damages pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed under existing law.

14.9 Services' Authority. Nothing in this Agreement is intended to limit the authority of the Services to seek penalties or otherwise fulfill their responsibilities under the ESA. Moreover, nothing in this Agreement is intended to limit or diminish the legal obligation and responsibility of the Services as agencies of the federal government.

14.10 References to regulations. Except where expressly provided otherwise, any reference in this Agreement, the NFHCP, or the Permits to any regulation or rule of the Services shall be deemed to be a reference to such regulation or rule in existence at the time an action is taken.

14.11 Successors and assigns. This Agreement and each of its covenants and conditions shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Each of the Plum Creek entities identified in Section 1.0 of this Agreement shall be named on the Permits as permittees. Assignment or other transfer of the Permits shall be governed by the Services' regulations in force as of the time of the assignment or transfer.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Implementing Agreement to become effective as of the date that the Services issue their Permits.

BY _____ Date _____
Ralph Morganweck
Regional Director, Region 6
United States Fish and Wildlife Service
Denver, Colorado

BY _____ Date _____
Rowan Gould
Deputy Regional Director, Region 1
United States Fish and Wildlife Service
Portland, Oregon

BY _____ Date _____
Donna Darm
Acting Regional Administrator, Northwest Region
National Marine Fisheries Service
Seattle, Washington

BY _____ Date _____
Michael J. Covey
Senior Vice President
Plum Creek Timberlands, L.P.

BY _____ Date _____
Michael J. Covey
Senior Vice President
Plum Creek Timber Company, Inc.

BY _____ Date _____
Michael J. Covey
Senior Vice President
Plum Creek Timber I, L.L.C.

BY _____ Date _____
Michael J. Covey
Senior Vice President
Plum Creek Marketing, Inc.

BY _____ Date _____
Michael J. Covey
Senior Vice President
Plum Creek Land Company

BY _____ Date _____
Michael J. Covey
Senior Vice President
Plum Creek Northwest Lumber, Inc.

BY _____ Date _____
Michael J. Covey
Senior Vice President
Plum Creek Northwest Plywood, Inc.

BY _____ Date _____
Michael J. Covey
Senior Vice President
Plum Creek MDF, Inc.