

**DRAFT 2**  
**TOLLING AGREEMENT**

This Agreement is entered into by the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), the Confederated Tribes and Bands of the Yakama Indian Nation (YIN), the Nez Perce Tribe (NPT), the State of Oregon (Oregon), the State of Washington (Washington) and the United States of America on behalf of the U.S. Department of Energy (DOE).

The undersigned representative of each party certifies that he or she is authorized to enter into the terms and conditions of this Agreement, and to execute for and bind the party whom he or she represents to this Agreement.

The parties, in consideration of the mutual covenants set out herein, agree as follows:

1. Each party asserts that it has the rights and duties of a trustee for natural resources (natural resource trustee) under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 107, and regulations promulgated thereunder (See 40 C.F.R. § 300.600 et seq., 40 C.F.R. § 300.5, and 43 C.F.R. § 11 et seq.) concerning all or a portion of the natural resources injured or potentially injured by releases of hazardous substances at the U.S. Department of Energy's Hanford Site.
2. The CTUIR, the YIN, the NPT, Oregon and Washington contend that they may have civil claims against the United States to seek damages, including assessment costs, for injury to natural resources under their trusteeship caused by releases from the Hanford Site.
3. Although this Agreement does not constitute in any way an admission of liability by any party to any person (whether or not a party to this Agreement) for any claim whatsoever, the United States agrees that the United States is a potentially responsible party under CERCLA for injuries and associated damages to trustees, including assessment costs, resulting from the release of hazardous substances at the Hanford Site.
4. The parties have entered into a Memorandum of Agreement (MOA), the purpose of which is to facilitate the coordination and cooperation of their efforts in restoring and minimizing impacts to natural resources injured as a result of, or during clean up of, releases associated with the Hanford Site. The various parties desire either to avoid or to minimize potential litigation by working cooperatively.
5. This Agreement does not constitute an admission or acknowledgment by the parties as to the applicability or operation of any statute of limitations, including any fact or position that might be relevant thereto, and shall not be admissible in evidence for any purpose, except for enforcement of the terms of this Agreement.