Attachment C

Adaptive Management in the JIDPA

APPENDIX C

ADAPTIVE MANAGEMENT IN THE JONAH INFILL DRILLING PROJECT AREA

Introduction

The Bureau of Land Management (BLM) will implement an adaptive management process for the Jonah Infill Drilling Project Area (JIDPA) that will follow the framework described in this appendix. To implement this process, the Jonah Interagency Mitigation and Reclamation Office (JIO) is established and will operate as described below and in the JIO Charter (Attachment C-1) and Escrow Agreement (Attachment C-2).

The potential value of adaptive management to the National Environmental Policy Act (NEPA) process is discussed by Carpenter (1997)[1] and is strongly supported by a number of agencies at the national level, including BLM, U.S. Environmental Protection Agency (EPA), and U.S. Department of Agriculture Forest Service (USFS). Carpenter summarized as follows: "It is increasingly recognized that human interventions into natural systems seldom proceed as originally planned. Scientific uncertainties prevent environmental impacts from being reliably or precisely predicted. Thus, the style of management must provide for monitoring to guide mid-course corrections in adapting to inevitable surprises." Council on Environmental Quality (CEQ) NEPA regulations require continual monitoring.[2]

Purpose and Need

In addition to the uncertainties about how natural systems will react to human interventions, it has become apparent that current development guidelines and Conditions of Approval, and the restriction of 1 well pad/40 acres (16 well pads/640-acre section) authorized in the Modified Jonah Field II Project Area, are not adequate protection for some JIDPA resources. However, national demand makes it imperative that as much natural gas as possible be recovered from the JIDPA. Project proponents are continually striving to develop drilling and production mitigation technologies to lessen the impacts of natural gas recovery, but those technologies are largely untested. There is uncertainty regarding the short- and long-term effectiveness of these new technologies, as well as uncertainty regarding the effectiveness of the mitigations and management restrictions established in this ROD. These uncertainties require that a number of assumptions be used to predict the impacts associated with infill development; those assumptions may or may not be partially or wholly correct, which means the impact analysis may or may not be partially or wholly correct. Also, considering the expected level of impacts associated with proposed development, a significant off-site mitigation program will be necessary.

Uncertainty regarding the accuracy of the predictive assumptions and models used in the impact analysis, and uncertainty regarding how the environment will react to future development in the JIDPA using current and future untested development and mitigation technologies and untried restrictions, creates a need for a mechanism through which BLM can make incremental adjustments to field management over time, as information is gained about how area resources are reacting to new technologies and/or restrictions. That mechanism is adaptive management.

The adaptive management process allows for changes in management without further NEPA analysis, unless designated thresholds are reached. The process increases the speed at which managers learn how resources react to their decisions and development activities, and thereby increases the speed at which managers can adjust mitigation and management restrictions for unanticipated impacts, or lack thereof. The adaptive management framework has several continuous steps: decision is implemented; impacts are monitored; monitoring data are evaluated; modifications to mitigations or management restrictions are recommended, based on monitoring data; adaptive management decision is made and implemented; impacts are monitored; etc.

The purpose of this adaptive management process is to ensure that impacts of development and production are monitored, and the information from that monitoring is evaluated and incorporated, on a regular basis, into future mitigation and management decisions. One of the purposes of the JIO is to implement this adaptive management process in the JIDPA, as well as select and manage all off-site mitigation projects.

Goals and Objectives

- Determine the effects of JIDPA development on area resources;
- Determine the effectiveness of the mitigation measures contained in this ROD;
- Suggest modifications to mitigation measures to achieve the stated goals/objectives;
- Assure oil and gas-related BLM decisions regarding the JIDPA are coordinated with non-oil-and-gas-related decisions (such as grazing, recreation, etc.);
- Provide a rapid response to unnecessary and undue environmental degradation;
- Validate predictive models used in the EIS and revise the models/projections as necessary based on field observations and monitoring;
- Accurately monitor and predict cumulative impacts through BLM maintenance of a Geographic Information System (GIS) for the JIDPA, including all activities (natural gas, agricultural, recreational, etc.) on federal and non-federal lands and how they are affecting area resources;
- Provide guidance for monitoring upon which the need to initiate Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) will be determined.

Implementation Model

BLM will implement and coordinate the adaptive management process. The BLM Pinedale Field Manager will accomplish that by establishing the interagency JIO in the project ROD. The JIO will be staffed by full-time employees or contractors from BLM, Wyoming Department of Environmental Quality (WDEQ), Wyoming Game and Fish Department (WGFD), and Wyoming Department of Agriculture (WDA). Details on JIO objectives and duties are included in the JIO Charter (Attachment C-1).

JIO Functions

The JIO will be fully staffed by the agencies as soon as possible following issuance of this ROD. The scope of work for the JIO is as described in the JIO Charter (Attachment C-1).

JIO Operating Procedures

It is anticipated the JIO will be necessary for the next 5 to 15 years, with funding support provided by EnCana Oil & Gas (USA), Inc. Office oversight will be provided by an Agency Managers Committee consisting of individual agency heads or representatives from BLM, WDEQ, WGFD, and WDA. The Committee will meet at least once per year to provide senior-level guidance, evaluate past progress, and review staffing levels and future needs.

In accordance with an escrow agreement between the Wyoming Wildlife and Natural Resource Trust Account Board (an instrumentality of the State of Wyoming) and the Jonah Interagency Office Charter Members, the Board will receive and hold all compensatory mitigation funding provided by Jonah Operators (Attachment C-2). As the entity charged with selecting, implementing, and monitoring offsite mitigation, the JIO will maintain an accurate accounting of all compensatory mitigation fund expenditures and provide the Agency Managers Committee an annual financial report.

Specific JIO operational procedures will be developed by the office staff to meet defined goals and objectives.

---

[1] Carpenter, R.A. 1997. "The Case for Continuous Monitoring and Adaptive Management Under NEPA." In *Environmental Policy and NEPA*. R. Clark and L. Canter, eds. Boca Raton, FL: St. Lucie Press.

[2] CEQ regulations require appropriate application of continual monitoring and assessment. Section 102(2)(B) of NEPA calls for "methods…which will insure that presently unquantified environmental amenities and values may be given appropriate consideration." CEQ regulations at 40 CFR 1505.2(c) and 1505.3(c) state, "a monitoring and enforcement program shall be adopted and summarized where applicable for any mitigation" and that agencies "may provide for monitoring to assure that their decisions are carried out and should do so in important cases." The lead agency must, "upon request, inform cooperating or commenting agencies on progress in carrying out mitigation measures which they have proposed and which were adopted by the agency making the decision," and, "upon request, make available to the public the results of relevant monitoring."

ATTACHMENT C-1

United States Department of the Interior
Bureau of Land Management
State of Wyoming
CHARTER

1. OFFICIAL DESIGNATION: Jonah Interagency Mitigation and Reclamation Office

2. BACKGROUND: The Jonah Natural Gas Field is an area of west central Wyoming, south of the town of Pinedale, and within the Upper Green River Basin. It includes about 30,000 acres of rolling sagebrush covered lands that are about 80 percent federally managed surface and 83 percent federally managed minerals. It is an area of intense oil and gas development in 'tight sands'. The drilling spacing necessary to efficiently recover the oil and gas resource is denser than in traditional oil and gas field development. Further, the area has visual, wildlife, and other resource values that complicate resource management issues.

3. PURPOSE: The Jonah Interagency Office (Project Office) will provide the services necessary to execute plans, monitoring, and other activities necessary to assure the effectiveness of land management recommendations, reclamation actions, and mitigation in the vicinity of the Jonah Natural Gas Field in accordance with the Record of Decision (ROD) for the Jonah Infill Drilling Project. In addition the Project Office will provide oversight of funds available for reclamation monitoring and mitigation (offsite and onsite).

The scope of work for the Project Office includes the following:

- Oversee the selection and effectiveness of 30,000 – 90,000 acres of offsite mitigation
- Inspect and verify compliance on up to 15,000 acres of surface reclamation
- Inspect and monitor reclamation on up to 3,100 new well locations.
- Insure compliance with the Wyoming DEQ Air Quality and Water Quality rules and regulations
- Monitor big game and sage grouse populations
- Assure habitat restoration
- Monitor livestock utilization of existing permits
- Validate, coordinate, and oversee research
- Coordinate transportation planning
- Assure vegetation surveys/Invasive species control
- Provide information to the respective agencies and the public regarding impacts, monitoring data, and mitigation success

4. OFFICE OBJECTIVES AND DUTIES: The Project Office will be staffed by full time employees or contractors of the responsible agencies. All personnel will have primary duties related to the implementation or support of monitoring and environmental compliance and permitting, focusing on, but not limited to, air, water, wildlife, and reclamation monitoring of on-site and designated off-site mitigation acres related to Jonah Field development. Any tasks assigned to these employees or contractors outside this primary function would be supported by funds other than those described below in paragraph 10. The Bureau of Land Management will maintain the lease for the Project Office space.

Public and interagency reporting of resource conditions will occur on a regular basis. From time to time, state agencies may meet with interested citizens to inform interested stakeholders, and to discuss ongoing and anticipated mitigation and monitoring.

The BLM Project Office Coordinator will draft and submit to the Managers Committee for approval an operating plan that will prescribe standard office procedures. These standard procedures will include procedures for disbursement of Project Office funds, timing of funding requests and procedures for reporting to the Managers Committee. This initial report is due before March 31, 2006. Upon approval, these procedures will become an attachment to this Charter.

5. TERMINATION DATE: The cooperators anticipate that a need for an expanded personnel presence in the vicinity of the Jonah Natural Gas Field will continue to exist for the next 5 to 15 years. Periodically, the interagency staff will meet to review Project Office staffing needs and need for continuance of the individual staff.

6. JONAH INTERAGENCY OFFICE MANAGEMENT:

Jonah Project Office Coordinator
Bureau of Land Management
Department of the Interior
432 East Mill Street
P.O. Box 768
Pinedale, Wyoming 82941

7. ADMINISTRATIVE SUPPORT: Administrative support and funding for the Project Office will be provided by Encana Oil and Gas (USA) Inc. contributions as set forth in No. 10 below.

8. ESTIMATED ANNUAL COST: The Project Office will require approximately $600,000 annually for all personnel, support, and office costs. This is established as follows:

- Initial staffing for the office: $500,000
- Building Rental in Pinedale: $24,000
- Computers, software, furniture, technical support, and vehicles: $76,000

Each of the agencies listed in No. 9 below will employ a person/contractor to accomplish the work identified above. Annually, each of the Chartered Members in No. 9 will develop a budget. All Chartered Members will concur on budget estimates. Annually, or at another mutually agreed to interval, the duties and needs for each Project Office position will be examined by the Agency Managers Committee and mutually agreed to adjustments will be made. This could include office staffing increases, decreases, identification and expansion or contraction of duties. The primary duty location of the team is Pinedale, Wyoming.

9. JONAH INTERAGENCY OFFICE CHARTERED MEMBERS:

A. Wyoming Department of Agriculture
B. Wyoming Game and Fish Department
C. Wyoming Department of Environmental Quality
D. United States Department of the Interior/Bureau of Land Management

The Chartered Members will approve all disbursements of funds contributed by Encana Oil and Gas (USA) Inc. or other industry contributors for the purpose of wildlife habitat improvement, resource monitoring and/or other mitigation.

10. FUNDING: Encana Oil and Gas (USA) Inc. will provide funding to support the costs of the project office, for a period of 6 years. The Project Office funding mechanism will be memorialized in the Jonah Infill EIS ROD. It is expected that participating operator(s) will see timely permitting to the extent permitted by law. Other time economies related to confirmation of reclamation activities and increased public visibility of timely and successful environmental remediation and reclamation are also anticipated.

11. NATURE AND DUTIES OF THE AGENCY MANAGERS COMMITTEE: At least once per year, the Agency Managers committee, consisting of the agency heads or representatives from the Agencies in No. 9 above, and a single member of each of the oil and gas industry proponents involved in the Project Office will meet. At that annual oversight meeting, progress will be evaluated, and direction, coverage, and staffing for the next year would be considered and adopted. At a minimum, the Agency Managers committee would provide the 'big picture' needs for the Project Office. For the initial period, this would include: 1) Establish the initial mitigation and monitoring program for Air, Water, Wildlife, Livestock and Reclamation: 2) selection and utilization of appropriate software or reporting standards to insure that all data collected would be stored and utilized in meeting the monitoring commitments contained in EIS's and other environmental documents: 3) Coordination and tracking of ongoing research being conducted in the Jonah Project area to provide advice and recommendations on environmental monitoring and needed science to document the effects of Energy development: and 4) Reporting.

12. AUTHORITY: The establishment of the Project Office is in the public interest in connection with the duties and responsibilities delegated to the BLM by the Secretary of the United States Department of the Interior in managing the public lands under section 307(b) of the Federal Land Policy and Management Act of 1976, 43 USC § 1737 (b).

13. Nothing in this charter shall change the responsibilities or negotiated agreements of any State agency as it relates to dealing with impacts of development in southwest Wyoming.

Jonah Interagency Office Charter Members

For the Wyoming Department of Agriculture:

By: _____ Date Signed: 2-14-06

For the Wyoming Game and Fish Department:

By: _____ Date Signed: 2-14-06

For the Wyoming Department of Environmental Quality:

By: _____ Date Signed: 2/14/06

For the United States Department of Interior Bureau of Land Management:

By: _____ Date Signed: 2/27/06

ATTACHMENT C-2

ESCROW AGREEMENT

The Wyoming Wildlife and Natural Resource Trust Account Board ("Escrow Agent"), an instrumentality of the State of Wyoming, and the Jonah Interagency Office Charter Members ("JIOCM"), an inter-agency group organized in the Charter of the Jonah Interagency Mitigation and Reclamation Office (attached, section 9), enter into this Escrow Agreement for the purposes of mitigating the loss of wildlife habitat function caused by the development of oil and gas in the Jonah Field. All terms not otherwise defined herein shall have the meaning ascribed in the Schedule of Definitions in Exhibit A hereto.

RECITALS

A. EnCana Oil & Gas (USA) Inc. and other oil and gas companies proposed in 2002 to expand their existing, approved drilling program by increasing the density of well spacing from 40 acre spacing to 10- and 5- acre spacing (a process termed in-fill drilling). At these proposed wellhead densities, the opportunities for mitigating the impacts of development and production activities at the site of impact are reduced, sometimes to the point of ineffectiveness. Because of the recognized potential impacts to surface resources (particularly wildlife and air quality) resulting from these high-intensity gas field activities, some of the companies (collectively the "Contributing Companies") agree to deposit funds into an Escrow Account for purposes of funding a program of compensatory mitigation (sometimes referred to as "off-site" mitigation) to offset the impacts of gas field development. The Contributing Companies commit to place certain funds to be used exclusively for either the purpose of Wildlife Habitat Improvement or that of Resource Monitoring and Other Mitigation, all of which escrow funds shall constitute the Escrowed Monies (as defined in Section 1.2 hereto).

B. The Escrow Agent is authorized to enter into this Escrow Agreement pursuant to Wyo. Stat. §§ 9-15-103(a), 9-15-103(c), 9-15-104 (g)(ii) and in accordance with the criteria enumerated in Section 9 of the Rules and Regulations of the Wildlife and Natural Resource Trust Account Board adopted pursuant to Wyo. Stat. § 9-15-104(f)(vi).

C. The Escrow Agent must invest, maintain, and apply the Escrowed Monies in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Section 1. ESCROW OF MONIES

1.1 Deposit of Monies by Contributing Companies. On or before April 1 and on each anniversary thereof, the Contributing Companies shall deposit funds with the Escrow Agent for the Jonah Field Wildlife Habitat Improvement, Monitoring and Other Mitigation Account (collectively referred to as the Escrow Account). The amount to be deposited is based on estimated

annual costs as determined by the JIOCM; the maximum yearly amount can not be more than 20% of the total EnCana Oil & Gas Inc. commitment in any one year.

1.2 Escrowed Monies. Cash funds and investments in the Escrow Account, together with any income, including interest or profit received or made by the Escrow Agent in respect of monies on deposit under this Escrow Agreement, shall constitute the "Escrowed Monies". The Escrow Agent agrees to accept the Escrowed Monies, which shall be held in trust by the Escrow Agent for the use and benefit of the Jonah Field mitigation, and shall be withdrawn and applied only on and subject to the terms set forth in Section 3 hereto.

Section 2. INVESTMENT OF ESCROWED MONIES

2.1 Permitted Investments. The Escrow Agent agrees to invest the Escrowed Monies in accordance with the State of Wyoming's master investment policy established pursuant to Wyo. Stat. § 9-4-709.

2.2 Reporting and Auditing.

(a) The Escrow Agent shall furnish to EnCana Oil & Gas (USA) Inc. and the JIOCM, on or prior to the fifteenth business day of each month, a statement showing the total amount of Escrowed Monies and Escrowed Interest on deposit in, and all deposits to, and disbursements from, the Escrow Account for the previous month.

(b) The JIOCM have the right to periodically audit the Escrow Account and may choose to exercise their right with reasonable notice and during normal business hours.

Section 3. DISBURSEMENT OF ESCROWED MONIES

The Escrow Agent shall disburse Escrowed Monies upon the receipt of, and in accordance with, written instructions from the Jonah Interagency Project Office Coordinator, such written instructions to be jointly agreed to by all Charter Members of the Jonah Interagency Office.

The Jonah Interagency Project Office Coordinator shall submit an order for disbursement no more frequently than four (4) times per month. Upon receipt of an order substantially in the form of Exhibit B hereto, executed by the Jonah Interagency Project Office Coordinator, the Escrow Agent must disburse the Escrowed Monies in the manner requested on the certificate within ten (10) business days.

Section 4. THE ESCROW AGENT.

The Escrow Agent hereby accepts the duties and responsibilities of the Escrow Agent hereunder on and subject to the following terms and conditions:

4.1 Scope of Undertaking. Escrow Agent's duties and responsibilities in connection with

this Escrow Agreement shall be purely ministerial and shall be limited to those expressly set forth in this Escrow Agreement. Escrow Agent is not a principal, participant, or beneficiary in any transaction underlying this Escrow Agreement and shall have no duty to inquire beyond the terms and provisions hereof. Escrow Agent shall have no responsibility or obligation of any kind in connection with this Escrow Agreement or the Escrowed Monies and shall not be required to deliver the Escrowed Monies or any part thereof or take any action with respect to any matters that might arise in connection therewith, other than to receive, hold, invest, reinvest and deliver the Escrowed Monies as herein provided. Escrow Agent shall not be liable for any error in judgment, any act or omission, any mistake of law or fact, or for anything it may do or refrain from doing in connection herewith. It is the intention of the parties hereto that Escrow Agent shall never be required to use, advance, or risk its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

4.2 Sovereign Immunity. The State of Wyoming and Escrow Agent do not waive sovereign immunity by entering into this Escrow Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

4.3 Resignation; Removal; Successors.

(a) The Escrow Agent may resign and be discharged of the trusts created hereunder by mailing notice specifying the date when such resignation shall take effect to the Jonah Interagency Project Office Coordinator. Such resignation shall take effect on the day specified in such notice (being not less than 30 days after the mailing of such notice) unless previously a successor escrow agent shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor.

(b) The Escrow Agent may be removed and a successor escrow agent may be appointed at any time by an instrument in writing contemporaneously delivered to the Escrow Agent, or to such successor escrow agent. Such instrument must be executed by the JIOCM. The successor escrow agent must meet the qualifying criteria set forth below in Section 4.3 (c) and agree in writing to be bound by all of the terms and conditions of this Escrow Agreement.

(c) Any successor escrow agent shall be a state or national bank, financial institution, or trust company in good standing, organized under the laws of the United States of America or any State thereof, having a capital, surplus, and undivided profits aggregating at least US $500,000,000.00, unless JIOCM agrees otherwise.

4.4 Acceptance of Appointment. Every successor escrow agent appointed hereunder shall execute and deliver to its predecessor and JIOCM an instrument in writing accepting such appointment hereunder, and thereupon such successor escrow agent, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties, and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of JIOCM execute and deliver an instrument transferring to any successor escrow agent all the estates,

properties, rights, titles, powers, and trusts of such predecessor hereunder. Should any deed, conveyance, or instrument in writing from JIOCM be required to more fully and certainly vest in such successor escrow agent the estates, rights, titles, powers, and duties hereby vested, any and all such instruments in writing shall, on request of the successor escrow agent, be executed and delivered by JIOCM.

4.5 Compensation. The Escrow Agent shall be entitled to reasonable and customary compensation for all services rendered, and to reimbursement for all reasonable expenses, disbursements, and advances incurred or made by it in and about the administration of the trusts herein provided for, and in and about enforcement or other protection of this Escrow Agreement. For purposes of this Escrow Agreement, compensation shall be one quarter of one percent (0.25%) of the Escrowed Monies. For purposes of this Section, compensation shall be calculated on the total sum of Escrowed Monies deposited during the calendar year and shall be immediately payable to the Wildlife and Natural Resource Income Account on December 31 of each year.

4.6 Collection. Unless otherwise specifically indicated herein, the Escrow Agent shall proceed as soon as practicable to collect any checks or other collection items at any time deposited hereunder and be entitled to have its legal fees and costs reimbursed from Escrowed Monies.

4.7 Authority. The Escrow Agent represents and warrants that it has the necessary power and authority to execute, deliver, and perform its obligations under this Escrow Agreement.

4.8 Unenforceability. If for any reason this Escrow Agreement is rendered unworkable, unenforceable, or illegal, the Escrowed Monies, together with all interest and earnings thereon, less any accrued compensation due Escrow Agent pursuant to Section 4.5 of this Escrow Agreement, shall revert to the Successor Escrow Agent upon their appointment under Section 4.3 of this Escrow Agreement.

Section 5. MISCELLANEOUS.

5.1 Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and permitted assigns of such party; and all the covenants, promises, and agreements in this Escrow Agreement contained by or on behalf of the Escrow Agent shall bind and inure to the benefit of the respective successors and permitted assigns of such parties, whether so expressed or not.

5.2 Separability. The unenforceability or invalidity of any provision or provisions of this Escrow Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

5.3 Amendments. Any term, covenant, agreement, or condition of this Escrow Agreement may be amended or compliance therewith may be waived—either generally or in a particular instance, and either retrospectively or prospectively—by an instrument in writing,

executed and agreed to by Escrow Agent and JIOCM.

5.4 Notices. Any notice or other communication required or permitted to be given under this Escrow Agreement by any party hereto to any other party hereto shall be considered as properly given if in writing and (a) delivered against receipt therefore, (b) mailed by registered or certified mail, return receipt requested and postage prepaid, or (c) sent by tele-facsimile machine, in each case to the address or tele-facsimile number, as the case may be, set forth below:

If to JIOCM:	Jonah Interagency Office Project Coordinator Bureau of Land Management P.O. Box 768 Pinedale, WY 82941 - 0768
If to the Escrow Agent:	Wyoming Wildlife and Natural Resource Trust Account Board 500 East Fremont Riverton, Wyoming 82501
If to EnCana Oil & Gas (USA) Inc:	EnCana Oil & Gas (USA) Inc. Jonah Team Lead 370 17th Street Suite 1700 Denver, CO 80202

Or to such other address as any of the parties hereto may have substituted therefore by written notification to the other parties hereto in accordance with this Section 5.4. Delivery of any communication given in accordance herewith shall be effective only upon actual receipt thereof by the party or parties to whom such communication is directed. Whenever under the terms hereto the time for giving a notice or performing an act falls upon a Saturday, Sunday, or Legal Holiday, such time shall be extended to the next business day.

5.5 Governing Law. This Escrow Agreement shall be construed in accordance with and governed by the laws of the State of Wyoming.

5.6 Counterparts. This Escrow Agreement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one agreement.

5.7 Termination. JIOCM may terminate this Escrow Agreement at will, in a writing executed by the JIOCM, and the Escrow Agent shall, upon termination, pay over Escrowed Monies, less any accrued compensation as set described under Section 4.5 of this Escrow Agreement, as JIOCM shall direct.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed and delivered as of the date shown in the first paragraph of this document.

Jonah Interagency Office Charter Members

For the Wyoming Department of Agriculture:

By: _____ Date Signed: 2-14-06

For the Wyoming Game and Fish Department:

By: _____ Date Signed: 2-14-06

For the Wyoming Department of Environmental Quality:

By: _____ Date Signed: 2/14/06

For the United States Department of Interior/Bureau of Land Management:

By: _____ Date Signed: 2/27/06

Approved as to form for the Wyoming State Agencies:

By: _____ Date Signed: 2-16-06
State of Wyoming Attorney General's Office

WYOMING WILDLIFE AND NATURAL RESOURCES TRUST ACCOUNT BOARD "Escrow Agent"

By _____ Date Signed: 2/23/06
Delaine Roberts, Chairman

Exhibit A to
Escrow Agreement

SCHEDULE OF DEFINITIONS

"Administrative Fees" shall mean annual administrative service fees of the Escrow Agent.

"Business day" shall mean any day that is not a Saturday, Sunday or Legal Holiday.

"Legal Holiday" shall mean any Monday through Friday in which mail is not delivered by the United States Postal Service, and any day on which the New York Stock Exchange is closed.

Exhibit B to
Escrow Agreement

ORDER TO DISBURSE

_____, 20____

Wyoming Wildlife and Natural Resource Trust Account Board

Members of the Board:

Reference is made to the Escrow Agreement of (date) _____, (the "Escrow Agreement") among the Jonah Interagency Office Charter Members ("JIOCM") and the Wyoming Wildlife and Natural Resource Trust Account Board. The authorized officer of JIOCM, in accordance with Section 3 of the Escrow Agreement, authorizes and directs you to disburse $_____ from Escrowed Monies on deposit in the Escrow Account, on the date hereto to _____, at [Bank and Account information or Address].

Very truly yours,

Jonah Interagency Office Project Coordinator

By:
Name:_____
Title: _____
Date: _____