

LEASE AGREEMENT

This Lease Agreement ("Lease" or "Agreement") is entered into by and between the Montana Fish, Wildlife and Parks (the "Department" or "Lessee"), an agency of the State of Montana, whose mailing address is P.O. Box 200701, Helena, Montana 59620, and the Church Universal and Triumphant, Inc. ("Church" or "Lessor") (together referred to as the Parties), a Montana nonprofit corporation, whose mailing address is 63 Summit Way, Gardiner, Montana 59030.

RECITALS

WHEREAS, the Church is the owner of real property located in Park County, Montana. These lands serve as the geographic center of the Church's spiritual mission, as well as the location for the Church's headquarters, facilities, and business operations. Church lands provide solace to Church members and visitors, and provide habitat for a wide variety of wildlife; and

WHEREAS, Church lands have historically sustained a working cattle operation and have provided forage for up to 2800 AUMs. This cattle operation has continued under Church ownership, providing both income and self-sufficiency to the Church and its members; and

WHEREAS, the Department is a party to the Interagency Bison Management Plan, dated December 20, 2000 (the "Plan"), which has the goal of maintaining a wild, free-ranging, population of bison while controlling the risk of brucellosis transmission from wild bison to domestic cattle in the state of Montana; and

WHEREAS, the Plan calls for a limited number of bison to be allowed onto private lands outside Yellowstone National Park on the west side of the Yellowstone River, including Church owned lands, once domestic cattle are removed from those lands; and

WHEREAS, consistent with the terms of the Plan, the Department seeks removal of cattle from Church lands on the west side of the Yellowstone River to facilitate seasonal movement of wild bison through those Church lands to suitable habitat on public land north of the Church lands; and

WHEREAS, wild bison are large, unpredictable, and potentially dangerous animals, which need to be managed effectively to protect people and property; and

WHEREAS, in addition to providing a corridor for wild bison, Church lands provide important habitat and forage for elk, bighorn sheep, mountain goats, bears, wolves, coyote, deer and other wildlife; and

WHEREAS, a portion of the Church lands are subject to a conservation easement, which restricts development to provide wildlife habitat and protect important conservation values; and

WHEREAS, this Lease may expand hunting opportunities for bison on public lands, the Parties understand that Church lands designated as a Bison Corridor and Use Area in this Lease are not suitable for bison hunting; and

WHEREAS, it is difficult to predict the movement of wild bison through Church lands to suitable habitat on public land north of the Church lands. As a consequence, depending on the behavior of the bison and their use of the corridor, the Department's goals and objectives may not be met; and

WHEREAS, consistent with the terms of the Plan, the Parties seek a long-term solution to bison management issues that adequately manages risks to the public and protects private property; and

WHEREAS, the Parties understand that it will take time for bison to establish a use pattern on the landscape and for the Department to establish effective management responses; and

WHEREAS, the Parties intend this Lease to be part of a long-term solution to bison management issues in the area and desire to cooperatively resolve disputes regarding its implementation.

WHEREFORE, in consideration of the mutual promises made herein, the Department and the Church agree as follows:

SECTION ONE
REMOVAL OF CATTLE, SHEEP AND GOATS ON CHURCH PROPERTY

The Church is the owner of certain real property south of Yankee Jim Canyon in Park County, Montana (the "Property"). This Property is more particularly described in Exhibit A to this Agreement. The Church agrees to cease its current cattle operation and remove all domestic cattle from the Property by the Effective Date. The Church shall not graze domestic cattle, domestic sheep or domestic goats, or knowingly allow domestic cattle, domestic sheep or domestic goats to be grazed on the Property during the term of this Lease. Additionally, during the term of this Lease, the Church agrees that it will not graze domestic cattle, domestic sheep or domestic goats on any land that is located in Park County south of Yankee Jim Canyon, whether or not such land is owned by the Church.

SECTION TWO
BISON CORRIDOR AND USE AREA

A. Bison Corridor and Use Area. The Bison Corridor and Use Area is that portion of the Property depicted as cross-hatched on Exhibit B. On the terms specified hereafter in this Lease, during the term of this Lease the Church shall allow the Department to take such actions described in the Lease to facilitate the use and movement of bison on and through the Bison Corridor and Use Area as set out in the RTR Bison Management Plan attached as Exhibit D to this Lease. Subject to the conditions in Sections Four, Five, Six, Seven and Eight of this Lease, the Church agrees not to prevent bison access to, or use of, the Bison Corridor and Use Area.

The Parties agree and acknowledge that part of the Bison Corridor and Use Area is subject to an existing conservation easement, titled Deed of Conservation Easement Royal Teton Ranch – Devil’s Slide Area, dated August 30, 1999, to provide habitat for wildlife and to protect important conservation values (the "CE"). The CE has been recorded at Roll 147, Page 947 in the records of Park County, Montana. Section II of the CE identifies "Permitted Uses And Practices And Reserved Rights of the Grantor," including without limitation construction of certain utilities, facilities and structures within prescribed areas. Prior to exercising its rights under Section II A, B, C, or D of the CE, the Church shall provide reasonable notice to the Department pursuant to Section Twenty of this Agreement. Except as expressly limited by the following paragraph, nothing in this Lease limits the Church’s rights set forth in Section II of the CE.

During the term of this Lease, without the express written permission of the Department, the Church shall not construct any building, or any other structure within the Bison Corridor and Use Area that may prevent bison movement through the Bison Corridor and Use Area. The Department’s approval shall not be unreasonably withheld. This provision is intended solely to limit the construction of buildings or structures that would prevent bison movement through the Bison Corridor and Use Area. It is not intended to limit, or require Department permission, for the construction of facilities that would not prevent bison movement, including but not limited to facilities for ingress or egress, placement of utilities or other similar structures intended to serve Church property either inside or outside the Bison Corridor and Use Area.

Nothing in this Section shall limit or prohibit the Church from making any use of the Bison Corridor and Use Area otherwise consistent with the terms of this Lease. Furthermore, nothing in this Lease shall be construed as granting either the Department or the public any right to use, control, or manage the Property, or the Bison Corridor and Use Area except as specifically set forth herein.

B. Bison Use Consistent with Conservation Easement. The Department agrees to ensure that all bison use and management activities under this Lease shall be consistent with the restrictions and conditions of the CE. In the event the Church believes that a potential violation of the CE could occur due to the Department’s failure to perform its obligations under this Lease, that negatively impacts the conservation values, it shall notify the Department in writing. Upon receipt of such notice, the Department shall promptly undertake actions to mitigate the impacts to the conservation values.

SECTION THREE DEPARTMENT ACCESS FOR MANAGEMENT ACTIVITIES

A. Management Access. During the term of this Lease the Church shall allow Department personnel and Plan co-signatories (the "Interagency Partners") reasonable access to the Bison Corridor and Use Area and the Property as needed to fulfill Department responsibilities under this Lease, including construction and maintenance of fences and other confinement facilities, monitoring and management of bison, including actions to move or remove bison, inspection for compliance with Section One of this Lease, and review of range conditions on the Bison Corridor and Use Area.

B. Prior Notice. The Parties agree and understand that effective implementation of this Lease will often require coordination and advance notice of management activities. The Department shall provide notice to the Church at least 24 hours in advance of any routine management activity undertaken pursuant to the terms of this Lease. In emergency situations the Department shall provide notice to the Church as soon as practicable under the circumstances.

C. Limitations. Without advance permission from the Church, Department and Interagency Partners shall not enter any buildings on the Property, enter any gated areas of the Property that contain homes or other developments, or drive off of established roads on the Property.

D. Access for Licensed Montana Bison Hunters. Subject to the conditions set forth in this subsection, following the completion of the construction of the fences and facilities described in Section Four, during the term of this Lease the Church shall allow limited access for licensed Montana bison hunters, and those assisting them with bison retrieval, to use an existing private route near the northern boundary of the northern Bison Corridor and Use Area, the location of which is approximately shown on Exhibit B and designated as Retrieval Access. Access shall be permitted solely for the purpose of retrieving legally tagged and downed bison on nearby public land. Any licensed Montana bison hunter wishing to use the Retrieval Access for the specified purpose must check in with a designated Church representative prior to accessing the Retrieval Access. The Department shall be responsible for providing information to hunters concerning the permitted access route and conditions for use. The provisions of this Section notwithstanding, the Church retains the right to limit or restrict use of the Retrieval Access when reasonably required to prevent significant damage to the route or other Church property.

SECTION FOUR FENCING AND FACILITIES

A. Construction and Maintenance of Fences and Facilities. No later than 270 days following the Effective Date, the Department agrees to construct and maintain fences, cattle (bison) guards, and related structures as necessary to manage bison, route bison through the Bison Corridor and Use Area, and block bison entry onto the Property outside of the Bison Corridor and Use Area. The Parties acknowledge that once bison begin using the Bison Corridor and Use Area they will gain information and experience concerning the effectiveness of the fencing, cattle (bison) guards and related structures to achieve the objectives of the Agreement. The Parties agree to communicate during the Annual Review (and more frequently if necessary) concerning the effectiveness of the fencing, cattle (bison) guards and related structures and that as a result of such information and experience the Department may make adjustments to fencing, fence locations, and fence operations that have been mutually agreed upon by the Parties.

Presently anticipated fence, cattle (bison) guards and related structure locations are shown in Exhibit B. All fences, cattle (bison) guards and related structures shall be constructed, managed and maintained in accordance with the guidelines provided in Exhibit C.

B. Ownership of Improvements. Any fencing or related structures installed for the purposes of this Lease shall be the property of the Department, and bison damage to fencing or related structure installed by the Department pursuant to this Lease shall not constitute damage to private property. Upon termination of this Lease, ownership of fencing and related structures installed for the purposes of this Lease shall revert to the Church or its successor unless otherwise agreed to by the Parties in writing.

C. Church Fences. The Parties acknowledge that the Church has, and may construct, maintain and operate, fencing it deems appropriate for its agricultural and other uses of the Property. Provided however, that such fencing shall be subject to the limitation set forth in subsection A of Section Two.

SECTION FIVE MONITORING AND MANAGEMENT OF BISON

The Department, shall monitor bison movement onto and through the Bison Corridor and Use Area and take appropriate management actions to move bison through the Bison Corridor and Use Area and/or prevent bison entry onto, or use of the Property at times, locations, or in numbers prohibited by the Plan or this Agreement. The Department shall construct, inspect, maintain, and operate all fences and facilities installed pursuant to this Agreement. The monitoring and management activities required of the Department under this Agreement shall conform to a mutually agreed upon Royal Teton Ranch Bison Management Plan (the "RTR Bison Management Plan"), such as the initial plan attached to this Agreement as Exhibit D. In the event that there is a conflict between this Agreement and the RTR Bison Management Plan, the provisions of this Agreement shall control. Modifications to the RTR Bison Management Plan must be in writing and signed by the Parties to this Agreement. The Parties agree that the approval of proposed modifications to the RTR Bison Management Plan that are consistent with the Agreement shall not be unreasonably withheld. The Parties acknowledge that the Department expects to allocate monitoring and management activities among the Interagency Partners and that such allocation will be reflected in the RTR Bison Management Plan. However, the Department's allocation of such monitoring and management activities shall not relieve the Department of its obligations under the Agreement nor shall it relieve the Department of its obligation for all activities set forth in the RTR Bison Management Plan (regardless of designated Interagency Partner allocation).

SECTION SIX SAFETY OF PERSONS AND PROTECTION OF PROPERTY

The safety of Church members and employees, visitors and the general public and the protection of private property are primary concerns of this Agreement. The Department shall take all reasonably appropriate measures, either solely or in cooperation with other agencies participating in the management of the Northern Yellowstone bison herd, to address and alleviate any threats to persons or property posed by the presence of bison on the Property, or bison use of the Bison Corridor and Use Area. Within 60 days following the completion of the construction of the fences described in Section Four, warning signs shall be posted as described in the Fence Management Guidelines, set out in Exhibit C. The Church agrees to inform its employees who

work or live on the Property about appropriate behavior in the vicinity of bison, and the potential consequences of interaction with bison.

SECTION SEVEN
PROTECTION OF RANGE CONDITION

The Department shall periodically monitor and inspect range conditions in the Bison Corridor and Use Area and consult with the Church on any issues of concern. Monitoring shall follow the level one method described in Exhibit E. No later than August 1, 2009 representatives of the Church and the Department shall meet to establish the photo points necessary to represent the vegetation types of interest. The Department shall complete a photo point field form for each photo point and maintain all such records with the Department's file on this Lease. The Department shall establish the point locations and store photographs as described in Exhibit E. During the term of this Lease, the Department shall re-photograph the photo points two times per year for the first 2 years of the Agreement. After two years, the frequency may be reduced to once per year by mutual agreement of the parties as provided in Exhibit E. The Department will summarize the findings of its photo points each year at the Annual Review. Upon its own determination or upon notice by the Church that range conditions in the Bison Corridor and Use Area have deteriorated below, as defined in Exhibit E, the Department shall take appropriate action to mitigate bison impacts to range conditions in the Bison Corridor and Use Area. Upon mutual written agreement by the Department and the Church, the Department may implement additional range or habitat improvement projects within the Bison Corridor and Use Area.

SECTION EIGHT
CONSISTENCY WITH THE PLAN

A. Consistency with Plan. Nothing in this Lease shall be construed to alter the terms of the Plan. Unless and except as otherwise agreed by the Parties in an Amendment to this Lease as provided in subsection B of Section Eight, the Department shall ensure that bison use of the Bison Corridor and Use Area is consistent with the material terms of the Plan as it exists at the time this Lease is executed. These material terms are summarized in Exhibit F to this Lease.

B. Modification of the Plan. The Department and the Church recognize that implementation of or changes to the Plan may result in material terms that differ from those described in Exhibit F to this Lease. In the event of a modification to the Plan, a decision to move to Step Three of the Plan, or a decision to increase the number and timing of bison allowed outside Yellowstone National Park in Step Three, the Church agrees to consider corresponding amendments to this Lease, including amendment of the terms and limitations set out in Exhibit F. Any such amendment may only be implemented on the Property if the proposed amendment is consistent with the terms of the CE and (i) experience shows that the Department is able to consistently and effectively contain bison within the Bison Corridor and Use Area and that bison are not adversely impacting public safety, private property or habitat conditions on the Property; or (ii) the interagency partners unanimously agreed on an amendment to the Plan and the Church agrees to implement the amendment during a trial period for not more than 12 months and during such trial period, the Department demonstrates that the Department was able to consistently and effectively contain bison within the Bison Corridor and Use Area and that bison did not adversely impact public safety, private property or habitat conditions on the Property.

Amendments must be in writing and signed by both Parties to this Agreement. The Church's approval of such amendment shall not be unreasonably withheld.

SECTION NINE
TERM

The term of this Lease shall be 30 years from the Effective Date unless terminated earlier as provided for in this Lease.

SECTION TEN
LEASE PAYMENT

A. Initial Lease Payment. The Department shall pay the Church the sum of One Million Eight Hundred Thousand Dollars (\$1,800,000.00). This sum is due and payable no later than 30 days following execution of this Lease.

B. Annual Lease Payment. In addition to the Initial Lease Payment, the Department shall pay to the Church an Annual Lease Payment of Sixty Eight Thousand Eight Hundred Fifty Dollars (\$68,850.00) for 20 years. The Annual Lease Payment for the first year of the Lease shall be due no later than 30 days following execution of this Lease. Annual Lease Payments after the first shall be due on the anniversary of the Effective Date for the applicable year.

SECTION ELEVEN
NONASSIGNABILITY

Neither Party may assign its rights nor delegate its duties under this Lease without the express written consent of the other.

SECTION TWELVE
ANNUAL REVIEW

Representatives of the Department shall initiate a meeting with the Church once a year to review issues concerning the administration of the Lease and the management of bison on the Bison Corridor and Use Area. This meeting shall be held in the fall at a time and place mutually agreed upon by the Parties.

SECTION THIRTEEN
EMERGENCY ACTIONS

If a Party becomes aware of an actual or imminent threat of harm or injury to persons or property from bison on the Property, as soon as reasonably practicable that Party shall notify the other by phone as to the circumstances of the nature of the actual or imminent harm. Upon becoming aware of the actual or imminent harm, the Department shall take appropriate actions to address the harm or prevent or mitigate the threat of harm as soon as reasonably practicable. The provisions of this Section Thirteen do not limit the Church's right to immediately take whatever steps it deems reasonably necessary to protect the safety of its members, employees, visitors, or the public, or to protect its property.

SECTION FOURTEEN
DISPUTES

A. **Purpose.** The purpose of the dispute resolution procedures of this Lease shall be to (i) encourage discussion between the Parties; (ii) assist the Parties in the development and exchange of pertinent information concerning issues in dispute; and (iii) assist the Parties in development of proposals which comply with the intent of this Lease and which will enable them to arrive at a mutually acceptable resolution of the dispute in a timely manner.

B. **Applicability.** Except as otherwise provided in this Lease, the Parties agree to submit disputes to Dispute Resolution and Mediation as defined in Section Fourteen. Provided, however, that notwithstanding the Dispute Resolution and Mediation provisions of this Section Fourteen, the Church or the Department may seek injunctive relief at any time prior to or while engaging in Dispute Resolution or Mediation.

C. **Dispute Resolution.** Upon notice given pursuant to Section Twenty of this Lease that a dispute exists between the Parties regarding any obligation under this Lease, the Parties agree to make a good faith effort to resolve the dispute themselves. If agreement cannot be reached within 30 days, the Parties shall submit the dispute to mediation, as set forth in subsections D and E of this Section Fourteen.

D. **Selection of Mediator and Timing of Mediation.** The Parties shall mutually select the mediator from a list of three candidates submitted by each. If the Parties are unable to mutually select a mediator, each Party shall identify two individuals who will select the mediator from a list of three proposed candidates submitted by each Party. The Parties shall select a mediator within 30 days of the original notification of a dispute and complete the mediation within 120 days of the original notification of the dispute. Each Party shall be responsible for its own attorney's fees and costs associated with mediation. Each Party shall be responsible for one-half of any fees charged by the mediator.

E. **Mediation Procedures.** The mediator may meet with the Parties and their counsel jointly or individually. The Parties agree that they will participate in the mediation in good faith and expeditiously. Representatives of the Parties with settlement authority will attend mediation sessions, as required by the mediator. All information presented to the mediator shall be deemed confidential while the dispute is being mediated and, to the extent allowed by law, shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party. No statements made or documents prepared for mediation shall be construed as an admission by the Party or disclosed in any subsequent proceeding, unless the preparing Party agrees to such disclosure.

F. **Other Actions.** If mediation is not successful, the Church or the Department may pursue other contractual or judicial actions to resolve the dispute.

G. **Cumulative Remedies.** The remedies of the Parties set forth in this Lease are cumulative. Any or all of the remedies may be invoked by the Church or the Department if there is an actual or potential violation, breach, or failure to perform of this Lease.

H. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of either Party's right to enforce the terms of this Lease.

SECTION FIFTEEN
MATERIAL BREACH

In the event of a material breach of this Lease, the Parties agree to engage in the Dispute Resolution and Mediation procedures in Section Fourteen of this Lease. The remedies for a material breach of this Lease include termination of the Lease. For the purposes of this Section, material breach of the Lease includes, but is not limited to:

1. The Department's failure to perform its obligations under this Lease negatively impacts the conservation values of the CE lands, causing the CE holder to take corrective action including appropriate legal proceedings, self help, or injunctive relief as provided in the CE at Section VI.

2. Following the completion of the construction of fences, cattle (bison) guards and related structures required to be constructed by the Department as described in Section Four, over the course of any 5 year period, the Department's failure to consistently prevent bison from entering onto portions of the Property lying outside the Bison Corridor and Use Area;

3. Following the first day of the 6th year of this Lease, in each year over the course of any 3 year period, the Department's failure to manage bison in a manner consistent with the material terms of the Plan as set out in Exhibit F to this Lease, or as modified under subsection B, Section Eight;

4. The Department's failure to make any payment due under this Lease within 60 days of its due date;

5. The Church develops buildings or structures without written permission of the Department that prevent bison movement through the Bison Corridor and Use Area.

SECTION SIXTEEN
TERMINATION

A. Mutual Termination. This Lease may be terminated by mutual agreement of the Parties at any time prior to the expiration of its full term.

B. Termination by the Church. Upon 10 days notice to the Department, the Church may terminate this Lease at any time prior to the expiration of its term if bison use of the Bison Corridor and Use Area or entry onto the Property results in injuries or consistent imminent threats of injuries to Church members, its employees or visitors and the Department fails to undertake the actions required by Sections Six and Thirteen of this Lease.

C. Termination by the Department. Upon 10 days notice to the Church, the Department may terminate this Lease prior to the expiration of its term if no bison use the Bison Corridor and Use Area to reach public land to the north of the Bison Corridor and Use Area for any consecutive 6 year period during the term of this Lease and the non-use is not the result of actions caused or undertaken or conditions created by the Interagency Partners.

D. Effect of Termination on Annual Lease Payment. Termination of this Lease at any time after the Effective Date shall terminate the Department's obligation to make further Annual Lease Payments following the termination.

E. Effect of Termination on Initial Lease Payment. In the event that this Lease is terminated in the 9 years following the Effective Date (i) by mutual agreement of the Parties pursuant to subsection A of Section Sixteen of this Lease, or (ii) because of a material breach of the Lease by the Church for which termination is an appropriate remedy, or (iii) because bison have not used the Bison Corridor and Use Area for a period of 6 consecutive years to reach public land to the north of the Bison Corridor and Use Area and the non-use is not the result of actions caused or undertaken or conditions created by the Interagency Partners, then, and only then, the Church shall refund a portion of the Initial Lease Payment to the Department ("Potential Refund"). The Potential Refund will be determined based on the following schedule:

<u>Termination for (i) (ii) or (iii) occurs:</u>	<u>Amount of Potential Refund</u>
0-12 months following the Effective Date	\$800,000.00
13-24 months following the Effective Date	\$700,000.00
25-36 months following the Effective Date	\$600,000.00
37-48 months following the Effective Date	\$500,000.00
49-60 months following the Effective Date	\$400,000.00
61-72 months following the Effective Date	\$300,000.00
73-84 months following the Effective Date	\$200,000.00
85-96 months following the Effective Date	\$100,000.00
97-108 months following the Effective Date	\$100,000.00
Thereafter	\$ -0-

Beginning on the 2nd anniversary of the Effective Date and continuing on each subsequent anniversary date up to and including the 8th anniversary of the Effective Date, the Church shall provide a certification to the Department that shows that, in the event it is required to make a

refund payment to the Department according to the terms in this Section Sixteen, the Church has readily available funds to make such payment.

SECTION SEVENTEEN
CONDITIONS BINDING ON SUCCESSORS

If during the term of the Lease, the Church sells, grants, transfers, leases, rents, or otherwise conveys on a temporary or permanent basis any portion of the Property to any individual, corporation, or other entity, the land conveyed shall remain subject to the terms of this Lease. The Church shall give notice to the Department of any conveyance not less than 30 days prior to the execution of any conveyance to a non-affiliate entity.

SECTION EIGHTEEN
INDEMNIFICATION

The Department shall hold harmless, indemnify and defend the Church and its employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including without limitation reasonable attorney's fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any negligent or willful act or omission of the Department, its employees, agents, or contractors. Nothing in this provision shall be construed to require the Department to hold harmless, indemnify or defend any individual for any liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments arising from or in any way connected with injury to or the death of any person, or physical damage to any property, that is a result of any negligent or willful act or omission of the Church, its employees, agents, or contractors.

SECTION NINETEEN
SEVERABILITY

It is understood and agreed that if any term or provision of this Lease is held to be illegal, void, or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the Parties shall be construed and enforced as if this Lease did not contain the particular term, condition, or provision held to be invalid.

SECTION TWENTY
NOTICE

Except as otherwise provided in Section Thirteen, any notice, demand or request for approval required or permitted to be given under this Agreement must be in writing. Written notice shall be deemed given when such is delivered by hand, courier, or mail to the recipient, and the sender shall secure and retain a written receipt documenting the delivery date.

The Church's representative and address for the purpose of receiving notice is:
Kate Gordon, 63 Summit Way, Gardiner, Montana 59030. The Church's phone number is (406) 848-9200. The Department's representative and address for the purpose of receiving notice is:

Pat Flowers, Region 3 Supervisor, Montana Fish, Wildlife and Parks, 1400 S. 19th Avenue, Bozeman, Montana 59715. The Department's phone number is (406) 994-4042.

If either Party changes its address, phone number or contact person, it shall notify the other Party in writing at the address provided in this Section.

SECTION TWENTY ONE
RECORDING

Following the Effective Date, the Department shall record this Lease in the official records of Park County.

SECTION TWENTY TWO
VENUE AND CONTROLLING LAW

The Church and the Department agree that this Agreement shall be governed and interpreted according to the laws of the State of Montana. In the event of a dispute concerning this Lease, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

SECTION TWENTY THREE
SUCCESSORS

All rights and liabilities herein given to or imposed upon both Parties shall extend to, be binding upon, and inure to the benefit of the Parties hereto and their respective successors and assigns.

SECTION TWENTY FOUR
ATTORNEY'S FEES

If any action is brought in district court to enforce the terms of this Agreement, the prevailing Party shall be entitled to an award of its costs and reasonable attorney's fees.

SECTION TWENTY FIVE
ENTIRE AGREEMENT

This Agreement represents the entire contract between the Church and the Department. Any agreement hereafter made shall not be effective to modify this Agreement unless it is in writing and signed by both Parties.

SECTION TWENTY SIX
EFFECTIVE DATE

This Agreement shall become effective on the date the Initial Lease Payment and first Annual Lease payment is received by the Lessor. ("Effective Date").

SECTION TWENTY SEVEN
AGENCIES' APPROVAL

The Department has reviewed this Agreement with all of the agencies responsible for implementing the Plan and has received approval from each agency to implement the RTR Bison Management Plan.

SECTION TWENTY EIGHT
COUNTERPART SIGNATURES

This Agreement may be executed in any number of counterparts, all of which together will, for all purpose, constitute one agreement binding on the Parties, notwithstanding that all of the parties may not have signed the same copy of the Agreement.

IN WITNESS WHEREOF, the CHURCH and the DEPARTMENT have entered into and executed this Agreement.

CHURCH UNIVERSAL AND TRIUMPHANT, INC.

By: *Kathleen A. Gordon*
Title: *President*
Dated: *12/30/08*

MONTANA FISH, WILDLIFE AND PARKS

By: *De Mauer*
Title: Acting Director
Dated: *12/29/08*

STATE OF MONTANA)

County of Gallatin)
:SS.

This instrument was acknowledged before me on the 30 day of December, 2008,
by Kathleen Gordon the President of Church Universal and
Triumphant, Inc.

(Seal)

Kari Janikula
Printed Name: Kari Janikula
Notary Public for the State of Montana
Residing at Bozeman
My Commission expires: 11-19 ~~200~~ 2011

STATE OF MONTANA)

County of Lewis & Clark)
:SS.

This instrument was acknowledged before me on the 29th day of December, 2008,
by Joe Maurier the Acting Director of the Montana Department
of Fish, Wildlife and Parks.

(Seal)

Betty L. Warren
Printed Name: BETTY L. WARREN
Notary Public for the State of Montana
Residing at Helena
My Commission expires: 11-12 ~~200~~ 2010

EXHIBIT A – DESCRIPTION OF PROPERTY**Township 8 South, Range 7 East, M.P.M.**

- Section 13 Lots 2, 3, 6, 7, SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 13 That part of Tract 5 of River View Estates (SD 224) lying within Sections 13 & 24
- Section 24 Lots 1-6, E $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$
- Section 26 S $\frac{1}{2}$ SW $\frac{1}{4}$
- Section 35 NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$
- Section 36 NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, except Lots 3, 4 and 5, Block 13, Aldridge Original Townsite
 Lots 6 and 7, Block 2, of the School Addition to the Townsite of Aldridge, in Park County, Montana, according to the official plat thereof on file in the office of the County Clerk and Recorder

Township 8 South, Range 8 East, M.P.M.

- Section 19 Lots 1 and 2, excepting that portion lying South and West of Cinnabar Basin Road and Old Yellowstone Trail South
- Section 19 That part of Tract 5 of River View Estates (SD 224) lying within Section 19
- Section 30 That part of the "Elk Pasture Tract" lying within Section 30 and the "Club Tract", Certificate of Survey No. 631
- Section 31 Lots 3, 4, 7, 8, W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, and portions of Lots 2, 5, 6 and SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying west of the centerline of Old Yellowstone Trail South (County Road), excepting therefrom, from the NE $\frac{1}{4}$, that tract of land as shown on the Certificate of Survey No. 1028
- Section 31 All lands east of Old Yellowstone Trail County Road, and west of the Yellowstone River
- Section 32 Lot 2

Township 9 South, Range 7 East, M.P.M.

- Section 1 W $\frac{1}{2}$ and Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$
- Section 2 Tract B, Certificate of Survey No. 1918

- Section 3 All
- Section 9 All
- Section 10 $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, Lots 3-4 (All, less Lots 1-2)
- Section 11 All, including Certificate of Survey No. 567
- Section 12 $NW\frac{1}{4}NW\frac{1}{4}$
- Section 15 All
- Section 22 $N\frac{1}{2}$
- Section 23 That portion of the $W\frac{1}{2}W\frac{1}{2}$ lying West of the extended boundary of Yellowstone Park

Township 9 South, Range 8 East, M.P.M.

- Section 5 All those portions of Lot 9 and $SW\frac{1}{4}SW\frac{1}{4}$ lying west of the centerline of Old Yellowstone Trail South (County Road);
- Section 5 Lots 4, 5, 8, 9, 10, $SW\frac{1}{4}SW\frac{1}{4}$ less the portion of $SW\frac{1}{4}$ West of Old Yellowstone Trail County Road; and Certificate of Survey No. 768 and Certificate of Survey No. 816 (Certificate of Survey No. 1609)
- Section 6 Lots 5, 6, and 7, and $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$, Excepting therefrom the following four tracts of land: Plat 359, Certificate of Survey No. 768, Certificate of Survey No. 816, and Certificate of Survey No. 1609
- Section 6 Lots 2 to 7 inclusive, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$ and all those portions of Lot 1, $SE\frac{1}{4}NE\frac{1}{4}$ and $NE\frac{1}{4}SE\frac{1}{4}$ lying west of the centerline of Old Yellowstone Trail South (County Road), excluding lands described on Recorder's Plat No. 359 (10.39 acres)
- Section 8 4.00 acres located in the $N\frac{1}{2}$ lying East of Evandale and North of Subdivision No. 122 as shown in Park County Tax Rolls
- Lots 1 to 10, inclusive, and Lots 23 to 32, inclusive, Block 5 of the Town of Evandale as shown on Plat No. 173, in Park County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.
- Lots 1 to 21, inclusive, Block 6, of the Town of Evandale as shown on Plat No. 173, in Park County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

Exhibit B (1 of 4) – Map of Bison Corridor and Bison Use Areas

Northern Portion at the Southern End of Yankee Jim Canyon

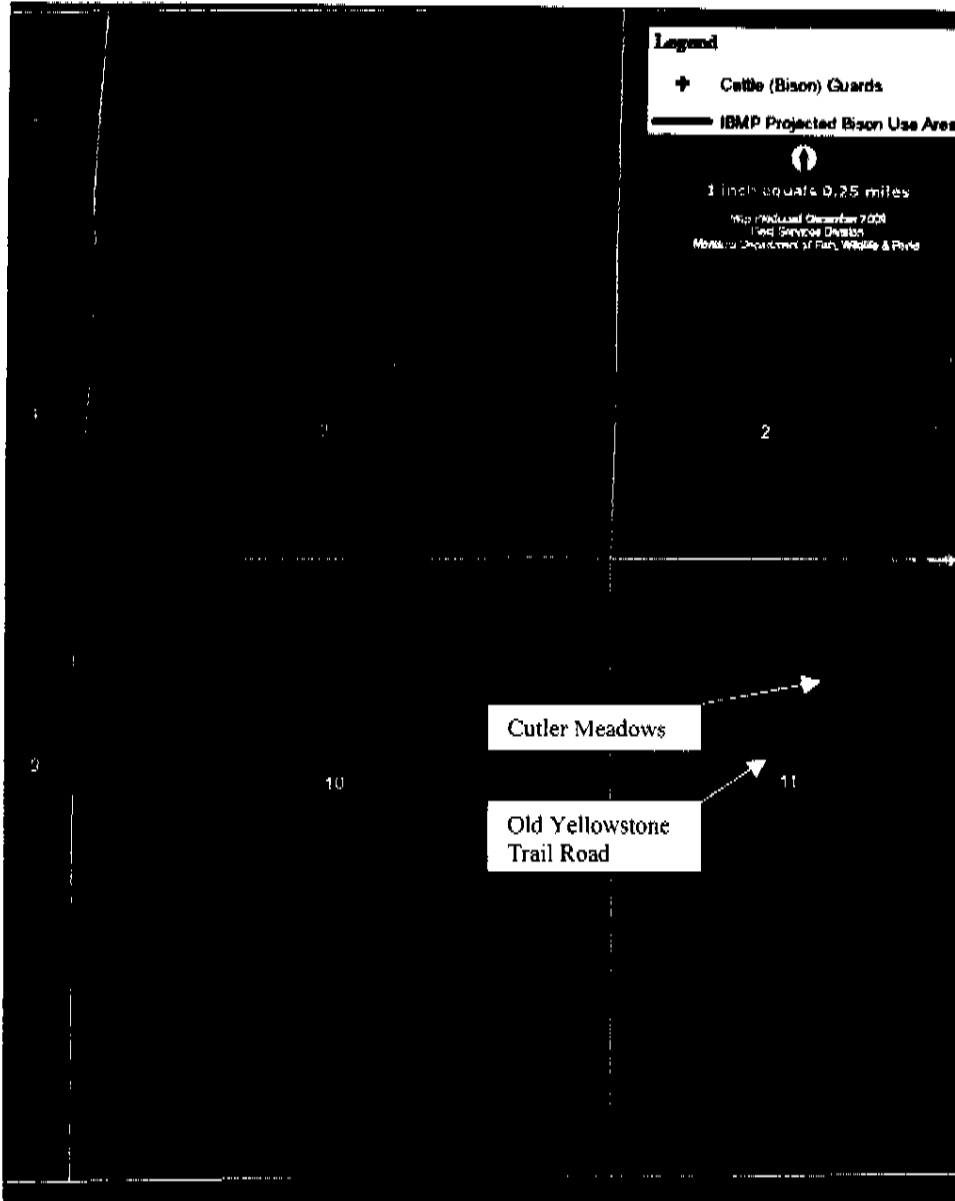


Exhibit B continued (2 of 4)-- Map of Bison Corridor

North Central Portion Showing the Northern Portion of the Royal Teton Ranch

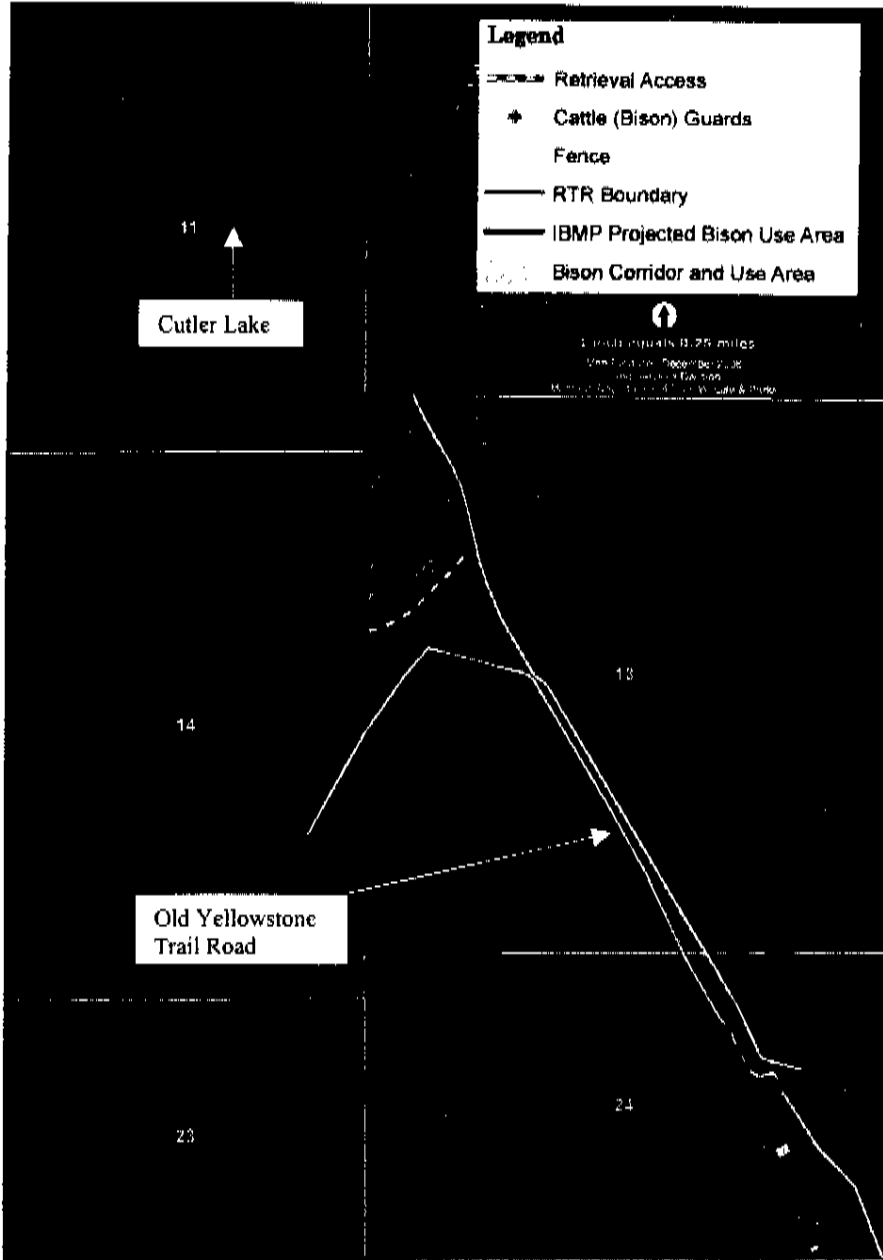


Exhibit B continued (3 of 4)– Map of Bison Corridor

South Central Portion Showing the Center of the Royal Teton Ranch
and Corwin Springs Bridge

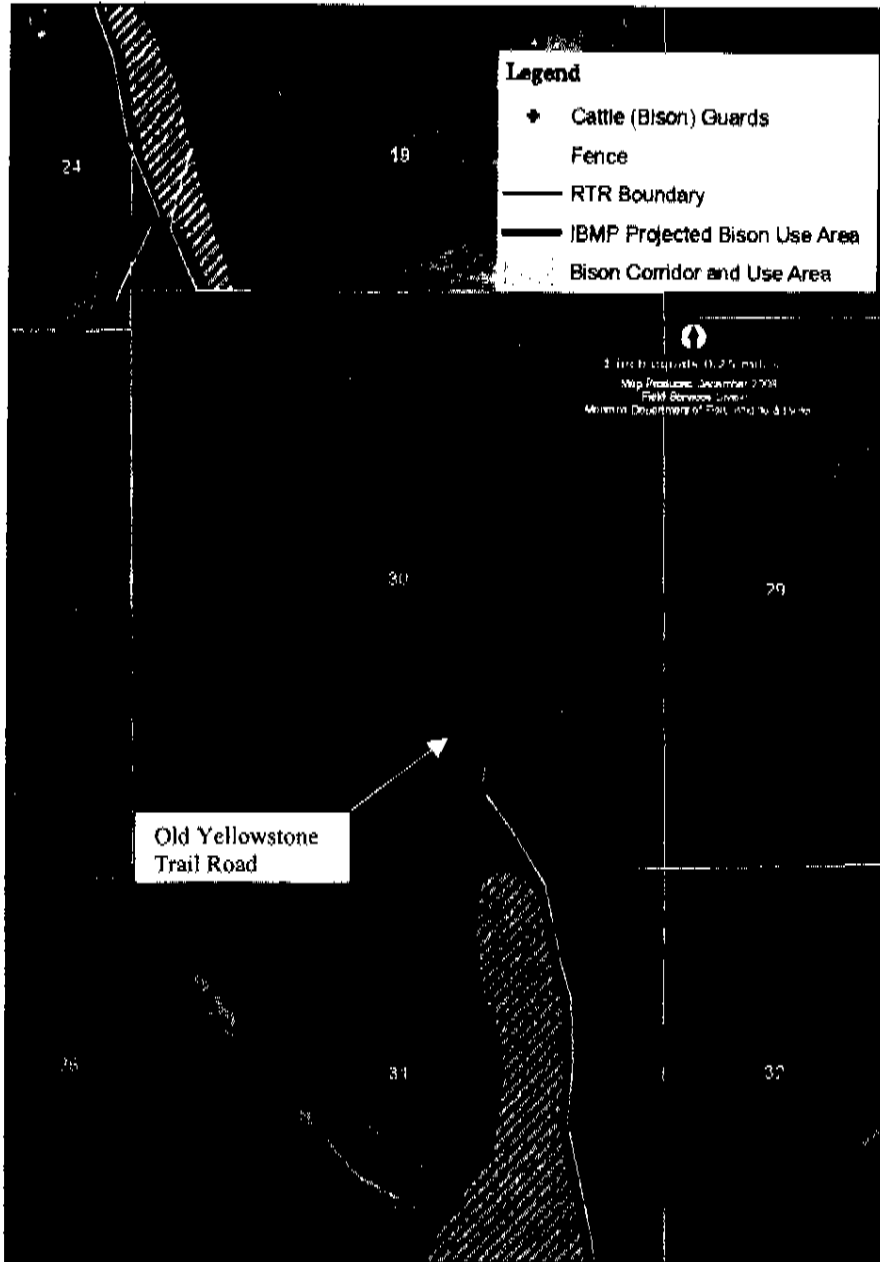


Exhibit B continued (4 of 4) – Map of Bison Corridor

Southern Portion Showing the Northern Boundary of Yellowstone National Park

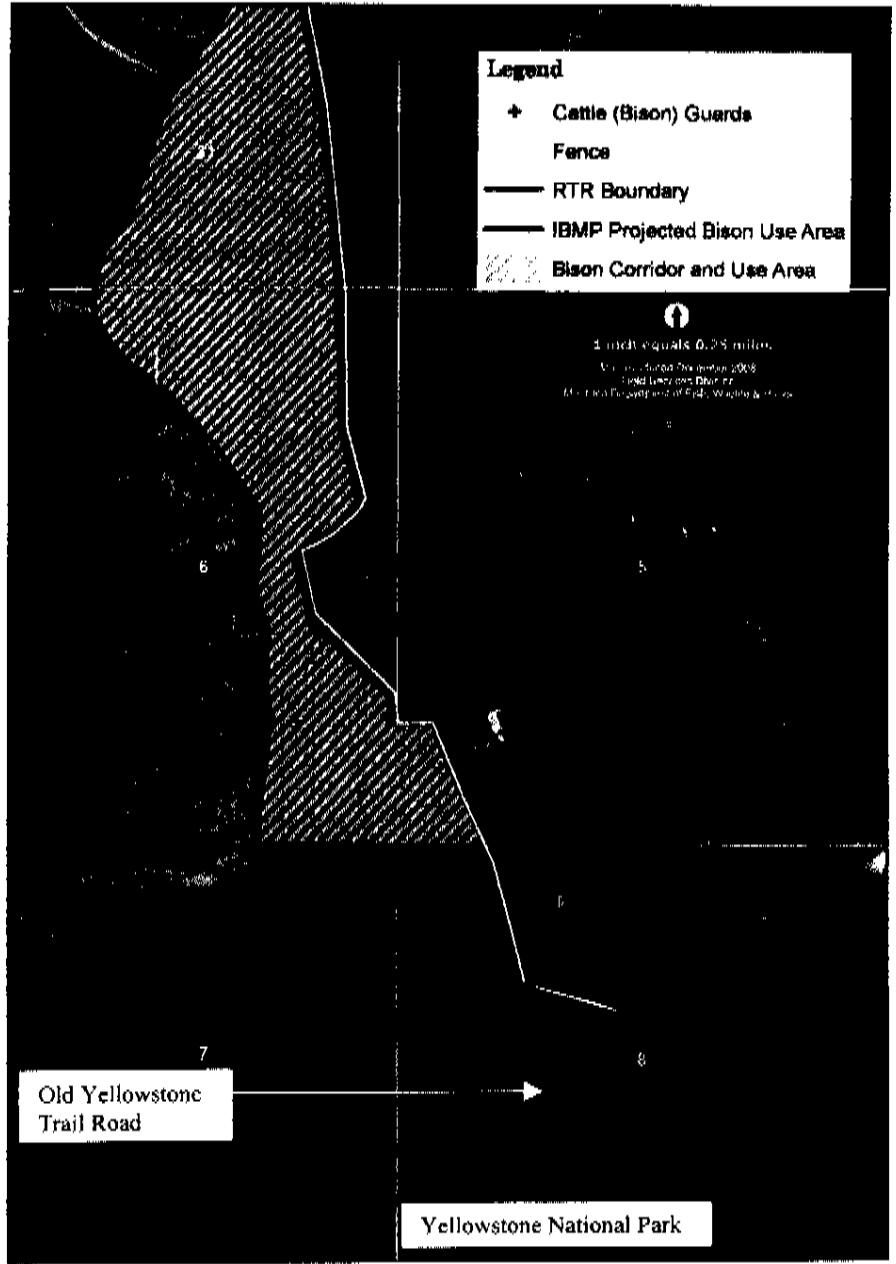


EXHIBIT C (1 OF 3) – PRESENTLY ANTICIPATED FENCE DESCRIPTION, FENCE LOCATIONS, AND FENCE MANAGEMENT GUIDELINES

Fence Description

1) **Type:** Four stand smooth wire electric fence with wire let down capability and powered by high voltage, low amperage solar powered fence chargers.

2) **Basic fence design:** 8 foot wooden fence posts (3 ft below ground, 5 ft above ground) spaced at 20 foot intervals supporting 4 12.5 gauge high tensile strength smooth wires spaced as indicated from the ground: bottom wire (20" high), 2nd wire (27" high), 3rd wire (48" high), and top wire (49"). The 2nd and top wire will be electrified "hot wires." Wires will be supported by insulators.

In places the basic fence design may be altered or modified to suit the terrain and/or site specific fencing needs (e.g., on steep or rocky terrain, fence post spacing and/or type of post may be changed, temporary fiber glass stand up posts may be incorporated in the fencing that crosses the irrigated hay field, the short length of drift fencing in the Spring Creek Area may or may not be electrified).

3) **Hayfield Fencing:** The fence crossing the hayfield in Section 13 will be fully removable, to facilitate the Church's irrigation and farming operations. The Parties shall consult and mutually determine the location and character of this portion of the fence.

Fence Location

The location of the fence as shown on Exhibit B was designed to meet the objectives of the Agreement taking into consideration the concerns, needs, and requirements of the Church with regard to agricultural operations, property protection, and human safety issues (see Exhibit B for map identifying location of the fence).

Fence Operation/Management Plan

1) **Period of Operation:** The period of operation will be restricted to coincide with typical dates when bison are expected to be present in the Bison Corridor and Bison Use Area. Anticipated dates of electrification are January 1 – April 20. End date is 5 days following current mandated return of bison to Yellowstone National Park under the Plan. Actual use period may be modified by mutual agreement of the Parties.

2) **Period of Non-Operation:** Anticipated dates of non-operation/non-electrification are approximately April 15 – January 1. Actual non-use period may be modified by mutual agreement of the Parties. During periods of non-use the electric fencing will be disconnected and unless otherwise mutually agreed by the Parties, the wire will be dropped to the ground or down to the lowest (20") stay either (a) over a large portion of the fence length where wildlife are likely to cross, or (b) over the entire length of the fence.

3) During November of each year of the Term, the Department will physically inspect the fence along its entire length and test it by activating the fence chargers. Any minor or major repairs will be completed before January 1 to insure the proper functioning of the fence.

4) During the anticipated period of operation (January 1 – April 15) the Department will periodically monitor the fence to make sure that it is properly functioning. Necessary repairs or modifications will be made as needed.

5) Following consultation with the Church, the Department may lower the fence during the period of operation if bison have moved through the RTR property and the fencing is no longer necessary to manage bison, route bison through the Bison Corridor and Use Area and block bison entry onto the Property outside of the Bison Corridor and Use Area.

Gates

The Department shall purchase and install five metal ranch gates at locations along the fence. These gates are intended to allow controlled passage of bison and riders during management operations and to provide ingress and egress for Church purposes. The precise location of these gates will be determined by the Department after consultation with the Church. The location may be modified as required to achieve management objectives. Nothing in this section shall limit the Church's right to install additional gates in the fence to facilitate access to Church property or for other Church purposes.

Cattle (Bison) Guards

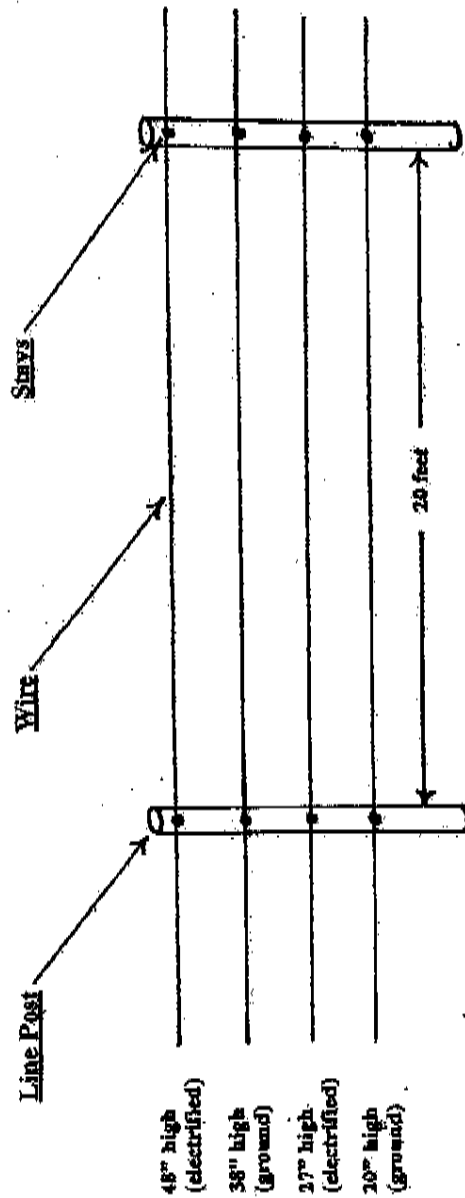
Where necessary cattle (bison) guards will be installed to allow vehicle passage along major roads while prohibiting the passage of bison onto or across the roadway. Two modified cattle (bison) guards that will prevent bison movement will be installed side by side to insure that bison do not cross them (see map for cattle (bison) guard locations).

Sign Locations

The Department will be responsible for erecting 5 warning signs with language and locations mutually agreed upon between the Parties.

EXHIBIT C CONTINUED (3 OF 3) – PRESENTLY ANTICIPATED FENCE DESCRIPTION, FENCE LOCATIONS, AND FENCE MANAGEMENT GUIDELINES

Recommended Bison Fence Design
(Not Drawn to Scale)



Line Posts: 8 foot wooden posts, 5 inch tops, spaced 20 feet apart; the spacing and type of post may vary over short distances depending on terrain and fencing needs.

Corner/Brace Posts: (not illustrated) 9 foot wooden posts with 6 inch or larger tops.

Wire: High tensile 12.5 gauge smooth wire.

Stays: Insulated wire stays with drop-down capability.

EXHIBIT D – (1 OF 6) RTR BISON MANAGEMENT PLAN

1. Introduction.

The Agreement provides for the development of an RTR Bison Management Plan to describe acceptable bison use of Bison Corridor and Use Area and to prescribe bison monitoring and management activities on the Property that are consistent with the terms of the Plan and the Agreement. This RTR Bison Management Plan has been developed to achieve those objectives and allow the Interagency Partners to move to Step Two of the Plan.

In addition, a portion of the Bison Corridor and Use Area is on Church property subject to the CE. The CE also called for the development of a cooperative plan for bison management on the CE lands. This RTR Bison Management Plan has been reviewed and approved in concept by the United States Forest Service as both an Interagency Partner and the current holder of the CE.

The Department has provided this RTR Bison Management Plan to each inter-agency partner and the Department believes that all actions described in this are consistent with the Plan and the CE.

2. Definitions.

Unless otherwise indicated, the terms used in this RTR Bison Management Plan have the same meaning as used in the Agreement. Other terms are defined as follows:

a) The term "Department of Livestock" or "DOL" means the Montana Department of Livestock,

b) The term "Interagency Partners" means the co-signatories to the Plan: the United States Forest Service, the Montana Department of Livestock, the Montana Department of Fish Wildlife and Parks, The United States National Park Service, and the United States Animal and Plant Health Inspection Service,

c) The term "Operating Procedures" means the Interagency Bison Management Plan Operating Procedures, dated November 11, 2007, including modifications that may be made from time to time,

d) The "Park" means Yellowstone National Park,

e) The "Park Service" means the United States National Park Service,

f) The terms "Step One," "Step Two" and "Step Three" have the meanings given to them in the Plan,

g) The term "USFS" means the United States Forest Service,

EXHIBIT D – (2 OF 6) – RTR BISON MANAGEMENT PLAN

h) The term “Winter Period” means the period presently specified in the Plan during which bison are allowed to roam outside the Park in the Northern Boundary Area.

i) The terms “Zone One,” “Zone Two,” and “Zone Three” have the meanings given to them in the Plan.

3. The Department’s Obligations.

Effective implementation of the Agreement will require coordination among the Parties and the Interagency Partners. The Parties anticipate and understand that the Department will allocate monitoring and management responsibilities required of it by the terms of the Agreement in accordance with the Operating Procedures among the Interagency Partners as identified in 10 below. However, nothing in this RTR Bison Management Plan, including the reference to such allocation, shall be construed to relieve the Department of its obligations under the Agreement and for the conduct of the activities under this RTR Bison Management Plan.

4. Bison Management within the Bison Corridor and Use Area and on other Property.

At the beginning of the Winter Period, bison are expected to move through the Bison Corridor and Use Area and onto federal lands north of the Bison Corridor and Use Area. Once bison have moved through the Bison Corridor and Use Area onto federal lands north of Bison Corridor and Use Area it is expected that they will remain there through the Winter Period.

Although bison are expected to use the Bison Corridor and Use Area for grazing and temporary use, the goals of bison management on the Property are to (a) ensure that tested and non-tested bison are appropriately segregated (b) move bison through the Bison Corridor and Use Area to more suitable grazing lands to the north, and (c) prevent damage to persons and property. Bison lingering within the Bison Corridor and Use Area longer than permitted herein shall be subject to management actions to achieve these goals.

At the end of the Winter Period, if bison fail to migrate south back to the Park naturally, bison shall be moved south through the Bison Corridor and Use Area and back to the Park. Alternatively, in the event that a capture facility is constructed on federal lands north of the Property, bison may be captured and shipped to the Stephens Creek capture facility for release to the Park. Bison attempting to move north following the end of the Winter Period shall be immediately returned to the Park.

5. Monitoring and Reporting.

The timely monitoring and reporting of bison locations near the northern boundary of the Park and within the Bison Corridor and Use Area or on the Property is necessary to fulfill the objectives set forth in the Plan and the Agreement.

The following general monitoring schedule shall be in effect during those times when bison are most likely to move out of the Park. This schedule shall be considered the minimum

acceptable monitoring frequency, with the understanding that more frequent monitoring may become necessary.

a) Northern Park Boundary Area. Constant monitoring of the Park's northern boundary for bison movement and migrations.

b) Bison Corridor and Use Area. When bison move across the Park's northern boundary, bison shall be monitored on a daily basis to ensure that bison remain within the Bison Corridor and Use Area as they traverse to federal lands to the north of the Bison Corridor and Use Area and that bison complete the traverse within an appropriate time.

c) The Northern Boundary of the Bison Corridor and Use Area. The northern boundary of the Bison Corridor and Use Area with federal lands shall be monitored 7 days a week to ensure that bison remain on federal lands north of the Property and south of Yankee Jim Canyon until the end of the Winter Period. If bison approach the northern boundary of the Bison Corridor and Use Area monitoring may become more frequent. The upper reaches of Cutler Meadows/Sphinx Creek may act as a trigger point for management actions necessary to keep bison from traveling further north into Zone Three. Likewise there will be both monitoring and a fluid trigger point or threshold along the Yellowstone River to stop movements across the river into Zone Three, to ensure temporal/spatial separation and continued brucellosis free status of Montana.

6. Other Bison Control & Management

a) If necessary, hazing shall be conducted to keep bison in appropriate areas or prevent harm to persons or property.

b) Bison crossing the Yellowstone River to the east of Zone Two shall be subject to appropriate management controls as set forth in the Plan.

c) Where there is a choice of management actions, preference should be given to the least obtrusive method. Lethal management should not occur on the Property unless other, less extreme management actions have failed or as a last resort to protect persons or property.

d) In the event that birth material from bison comes to be located on the Property, it shall be promptly and properly disposed of. In the event a bison is killed or dies on the Property, at the request of the Church, the remains shall be promptly and properly disposed of in a location off the Property.

7. Access

Neither the Department, nor any other Interagency Partner shall enter any buildings on the Property, enter any gated areas of the Property that contain homes or other developments, or drive off established roads on the Property without advance permission from the Church.

8. Communications.

Effective communication and consultation regarding bison movements and management activities, as well as Church activities, are necessary to successfully implement the Agreement and this RTR Bison Management Plan. To promote the effective management of bison use of the Bison Corridor and Use Area, the Parties agree to the following:

a) Interagency Partner Meetings Concerning the Plan. The Department shall provide notice to the Church in advance of Interagency Partner meetings concerning the Plan. Such notice shall include the time and place of the meeting and the proposed agenda.

b) Plan Activities. The Department shall provide timely written notice to the Church of any changes in the Plan that (i) are under consideration (including without limitation moving to a different Step or increasing the number of bison permitted to traverse the Bison Corridor and Use Area to federal lands north of the Property), (ii) have been made since the Effective Date of the Agreement and any previous report under this section.

c) Reports made by Interagency Partners Implementing the Plan. On a timely basis the Department shall provide copies of all reports made by any of the Interagency Partners related to the Plan including without limitation status reports, weekly monitoring reports, and research reports.

d) Conferences. Department and Church representatives shall meet on annual basis as provided in Section Twelve of the Agreement. The Department and the Church shall each designate contact persons to receive and transfer communications related to this RTR Bison Management Plan or the Agreement and shall include identification of persons to be contacted in emergency situations. The Department and Church representatives may meet and confer on a more frequent basis as necessary and appropriate to implement the Agreement and this RTR Bison Management Plan.

e) Consultation. The Department and the Interagency Partners shall confer with the Church in advance of changes in the Plan or the implementation of the Plan that are related to this RTR Bison Management Plan, including without limitation, consultation concerning increased numbers of bison permitted to traverse the Bison Corridor and Use Area to federal lands north of the Property, a decision to move to Step Three of the Plan, and the siting of a capture facility on federal lands north of the Property.

9. Present Allocation of Responsibilities.

The current and proposed allocation of responsibility among the Interagency Partners for the activities identified in this RTR Bison Management Plan will continue to be defined by the Operating Procedures.

10. Aboriginal Hunting.

The State of Montana has recognized the rights of the Confederated Salish Kootenai and the Nez Perce Tribes to hunt bison on federal open and unclaimed lands within the greater

Yellowstone system. These rights do not extend to the Property and are only valid on federal open and unclaimed lands. Any hunting activities on any private property is unlawful and outside the scope of any treaty right.

11. Interim Management Practices for 2008-2009 winter.


The Parties and Interagency Partners recognize that up to 25 bison are expected to move out of the Park and onto the Bison Corridor and Use Area during the winter of 2008-2009. This is expected to occur after the Effective Date of the Agreement but prior to the 270 day deadline for completing fences, cattle (bison) guards, and related structures contemplated by Section Four of the Agreement. During this 270 day period (the "Interim Period"), the Department, and the Interagency Partners, shall undertake additional management activities to address the concerns for public safety and property set out in Section Six of the Agreement.

In addition to those activities set out above in the RTR Bison Management Plan, during the Interim Period the Department and the Interagency Partners shall monitor or escort all bison using or moving through the Bison Corridor and Use Area. In particular, bison shall be more intensively monitored when they occupy the portion of the Bison Corridor and Use Area from its southern boundary to past the Ranch Office area and from the Church headquarters to the northern boundary of the Bison Corridor and Use Area.

These Interim Management Practices are intended to address heightened concerns about public safety and property damage from bison that may exist prior to completion of fencing and other control structures. During the Interim Period the Department and the Interagency Partners shall respond to any observation or notice from the Church that bison are threatening personal safety or property, or that bison are moving out of federal lands to the north of the Bison Corridor and Use Area prior to the time contemplated by the Agreement. Upon such observation or receipt of such notice, the Department and the Interagency Partners shall promptly take necessary steps to remedy the threat.

These Interim Management Practices in no way limit the Department's obligations under this RTR Bison Management Plan or the Agreement.

CHURCH UNIVERSAL & TRIUMPHANT, INC.

By: 
Title: President
Dated: 12/30/08

MONTANA DEPARTMENT OF FISH, WILDLIFE & PARKS


By: 
Title: Region 3 Supervisor
Dated: 12/30/08

EXHIBIT E (1 OF 2) – RANGE BASELINE CONDITIONS

The Department will implement the field procedures for vegetation monitoring as described in its Vegetation Monitoring Manual (2005). The aim of vegetation monitoring is to furnish objective information and data on changes in vegetation and soil surface characteristics to 1) the Department regional wildlife manager, area biologist, other Department staff and 2) other State and Federal agencies as needed. The objective of vegetation monitoring in this Lease is to quantify changes in rangeland vegetation and soil surface characteristics and to interpret these changes in terms of casual associations and implications for future management.

Monitoring Method to be used within the RTR Bison Corridor and Use Area

The Department will use the photo point method to document the current rangeland conditions within the Bison Corridor and Use Area (the "Baseline Conditions") and additional photos will be taken at defined intervals in the future to document any changes.

Photo point monitoring follows these steps:

1. The establishment of a photo point route is established on existing roads through the property.
2. Photo points are selected in order to represent all vegetation types of interest. Types to likely to be represented within the Bison Corridor and Use Area are riparian zones and shrub grasslands and disturbed areas that may respond to the addition of bison in the area (i.e. historically areas grazed by cattle).
3. A photo point field form is completed on site which will include: 1) property name and county, 2) photo point number or name, 3) name of photographer, 4) date of photo, 5) date photo point was established, 6) time of day, 7) magnetic declination, 8) GPS coordinates, 9) a description of the area including conspicuous landmarks, and 10) general comments and notations describing obvious vegetation, soil, and growing conditions.
4. Photo point locations will be entered in a GIS database and the photos and field form cataloged for use in the future.

Tentative Schedule for Baseline Survey and Monitoring

The Baseline Conditions will be identified during the summer of 2009. Vegetation points will be re-photographed on an annual basis to monitor the Bison Corridor and Use Area for changes in vegetation and soil surface conditions.

Pursuant to the terms of the Agreement, both the Church and the Department will watch for changes in range conditions. If the range conditions have deteriorated below the Baseline Conditions, the Department will implement the appropriate steps to mitigate bison impacts to the vegetation and soils within the corridor.

EXHIBIT F – MATERIAL TERMS OF THE PLAN

1. Bison attempting to leave the Yellowstone National Park shall be captured and tested at the Stephens Creek capture facility. In Steps One and Two of the Plan, only seronegative bison will be allowed to roam outside Yellowstone National Park. In Step Three of the Plan, untested bison may be allowed to roam outside Yellowstone National Park.

2. During the first year after cattle are removed from the Royal Teton Ranch, the number of seronegative bison released in Zone 2 will not exceed 25. After gaining sufficient experience in successfully managing approximately 25 bison outside Yellowstone National Park, the number of seronegative bison released into Zone 2 will increase to a maximum of 50. After gaining sufficient experience in successfully managing approximately 50 bison outside Yellowstone National Park, the number of seronegative bison released into Zone 2 may increase to a maximum of 100.

3. After the applicable maximum limits are met, further movement of bison outside Yellowstone National Park in Zone 2 will be prevented, either by hazing, capture at the Stephens Creek facility or lethal removal. Lethal removal will not occur on Church property without the Church's prior written permission.

4. All bison outside Yellowstone National Park in Zone 2 will be removed to quarantine or slaughter or returned to the Park no later than April 15 of each year. All bison that cross the Yellowstone River to the east of Zone 2 will be subject to hazing, capture or lethal removal.

5. The Church will be consulted on the location of any new capture facility to be built on or near the northern boundary of Zone 2.

6. Seronegative pregnant bison will be equipped with telemetric collars and vaginal transmitters.

7. In the event that a brucellosis infection occurs in the northern boundary area and is traced back to the bison from Yellowstone National Park, only tested seronegative, non-pregnant bison will be allowed to use the Bison Corridor and Bison Use Area.

8. The Northern Boundary Area will be continually monitored from November through April.

9. Capture of bison at the Stephens Creek capture facility will continue under all steps of bison management in the Reese Creek area. During Step 3, the Stephens Creek capture facility would be operated primarily for the purpose of limiting the number of bison in Zone 2 to the tolerance limit.