

ESCROW AGREEMENT

AGREEMENT, by and between the Wyoming Game & Fish Commission, ("WGFC"), the Wyoming Department of Agriculture, ("WDA"), the Boards of County Commissioners of Sublette, Lincoln, Uinta, Fremont, Carbon and Sweetwater County, Wyoming, ("Commissioners"), the Conservation Districts representing Lincoln, Little Snake River, Popo Agie, Saratoga-Encampment-Rawlins, Star Valley, Sublette County, Sweetwater County and Uinta County, ("Districts") and the Wildlife Heritage Foundation of Wyoming, (referred to herein as "WHFW" and "Escrow Agent").

WHEREAS, WGFC, WDA, the Commissioners and the Districts are partners in that project known as the Wyoming Landscape Conservation Initiative ("WLCI") and are collectively referred to herein as the "Partners"; and

WHEREAS, the purpose of the WLCI; the terms and conditions of the program, including the deposit of support monies from private donations and other sources into an escrow account; the designation of WHFW to act as escrow agent of such account, the manner in which disbursements from such account shall be authorized, the manner in which WHFW shall manage such account, disburse funds and report to the Partners about its activities, the directions to WHFW regarding disbursement of the fund upon expiration or termination of the escrow and the compensation to be paid to WHFW for performance of such services are set forth in that Cooperative Agreement dated the 10th day of March, 2009, ("CA"), a copy of which shall be deposited with WWHF and identified as Attachment A hereto; and

WHEREAS, WHFW agrees to serve in such capacity pursuant to the terms hereof and those set forth in the CA.

NOW, THEREFORE, by and for their mutual covenants and agreements set forth herein, the parties agree as follows:

1. The Partners hereby appoint WHFW and WHFW hereby accepts appointment to act as Escrow Agent according to the terms of the CA attached hereto as Attachment A and this Agreement.
2. Upon the execution of this Agreement and the CA, the Partners shall provide a fully-executed copy of this Agreement and the CA to WHFW, P.O. Box 20088, Cheyenne, Wyoming, 82003-7002, as Escrow Agent.
3. From time to time private organizations and individuals may deposit funds with Escrow Agent to be held in a separate, designated, interest-bearing account or accounts, pursuant to Article II of the CA. In addition, Escrow Agent may receive funds to be held in such account or accounts from other sources.

4. In consideration for the Escrow Agent's fees described in Article II, 7.b. of the CA, Escrow Agent agrees to hold, account for, manage, invest and disburse the funds held in such escrow account or accounts and perform such other duties described in Attachment A, including the specific details of fiscal accountability and reporting that may be developed by the Partners, the WLCI Executive Committee and/or the WLCI Coordination Team, all in a diligent and timely manner.

5. These Instructions may be altered, amended or modified by writing only, signed by all of the parties hereto, and approved by the Escrow Agent, upon payment of all fees, costs and expenses incident thereto. No rescission of this escrow agreement shall be made without the written consent of all the undersigned.

6. No assignment, transfer, conveyance or hypothecation of any right, title or interest in and to the subject matter of this escrow shall be binding upon the Escrow Agent unless written notice thereof shall be served upon the Escrow Agent by all parties hereto, and all fees, costs and expenses incident to such transfer of interest shall have been paid.

7. Any notice required or desired to be given by the Escrow Agent to any other party to this escrow may be given by mailing the same to such party at the address noted below, and notice so mailed shall for all purposes hereof be as effectual as though served upon such party in person at the time of depositing such notice in the mail.

8. Neither Escrow Agent nor any officer, employee, agent or representative of the Escrow Agent shall be liable for any act that Escrow Agent may do or omit to do hereunder as such Agent while acting in good faith and in the exercise of its own best judgment, and any act done or omitted by it pursuant to the advice of its own attorney shall be conclusive evidence of such good faith. Escrow Agent may rely upon any paper, document or other writing believed by it to be authentic in making any delivery of money or property hereunder.

9. The Escrow Agent is hereby expressly authorized to comply with and obey any and all orders, judgments or decrees of any court, and in case the said Agent obeys or complies with any such order, judgment or decree of any court, it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree be subsequently reversed, modified, annulled, set aside or vacated, or found to have been entered without jurisdiction.

10. The Escrow Agent shall carry out the instructions set forth in Attachment A to the best of its ability and shall only be liable for gross negligence or willful misconduct. The Escrow Agent shall not be chargeable with any facts not expressly set forth in Attachment A.

11. In consideration of the acceptance of this escrow by the Escrow Agent, WGFC, WDA, the Commissioners and the Districts, *to the extent permitted by law*, agree, jointly and severally, for themselves, their successors and assigns, to pay the Escrow Agent its charges hereunder and to indemnify and hold it harmless as to any liability by it incurred to any other person or corporation by reason of its having accepted the same, or in connection herewith, and

to reimburse it for all its expenses, including, among other things, counsel fees and court costs incurred in connection herewith; and that the Escrow Agent shall have a first and prior lien upon all deposits made hereunder to secure the performance of said agreement of indemnity and the payment of its charges and expenses. Escrow fees or charges, as distinguished from other expenses, hereunder shall be as written above the Escrow Agent's signature at the time of its acceptance hereof.

12. In accepting any funds, securities or documents delivered hereunder, it is agreed and understood that in the event of disagreement between the parties hereto, the Escrow Agent will, and does, reserve right to hold any money in its possession, and all papers in connection with or concerning this escrow, until a mutual agreement has been reached between all of said parties or until delivery is legally authorized by final judgment or decree of court.

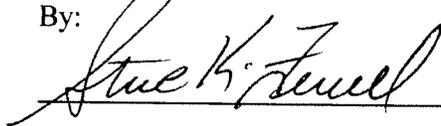
13. The State of Wyoming, WGFC, WDA and the Commissioners do not waive their sovereign immunity by entering into this Escrow Agreement and each fully retains all its immunities and defenses as provided by applicable law with respect to any action based on or occurring as a result of this Agreement.

14. This document may be executed in separate counterparts.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures and hereby adopt as a part of this instrument Attachment A attached hereto and incorporated herein by this reference.

Wyoming Game & Fish Commission

By:



5400 Bishop Blvd.
Cheyenne WY 82006
Address

Wyoming Department of Agriculture

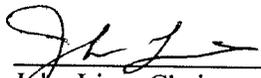
By:



2219 Caves Ave.
Cheyenne, WY 82002
Address

Boards of Commissioners of Sublette, Lincoln,
Uinta, Fremont, Carbon, Sweetwater Counties

By:



John Linn, Chairman,
Sublette County Commission

P.O. 250
Pinedale WY 82941
Address

Lincoln, Little Snake River, Popo Agie, Saratoga-Encampment-Rawlins
Star Valley, Sublette County, Uinta County and Sweetwater
County Conservation Districts

By:

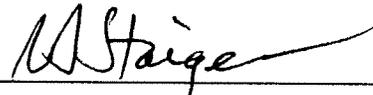


Mary Thoman,
Conservation Districts Representative

P.O. Box 146
Green River, WY 82935
Address

Wildlife Heritage Foundation of Wyoming

By:



Chairman

P.O. Box 20088,
Cheyenne, Wyoming, 82003-7002