WY-930-12-08-226

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
STATE OF WYOMING
MEMORANDUM OF AGREEMENT

1. OFFICIAL DESIGNATION: Pinedale Anticline Project Office (PAPO)

2. BACKGROUND: The Pinedale Anticline Project (PAPA) consists of approximately 198,000 acres located in Sublette County, Wyoming, near the town of Pinedale. There are currently more than 750 producing wells in the PAPA on approximately 345 well pads. The BLM administers the federal land and mineral estate that comprises approximately 80% of the 380-square mile PAPA. State trust lands, under the jurisdiction of the State of Wyoming Board of Land Commissioners, comprise approximately 5.57% of the surface estate and 8.01% of the mineral estate. Sagebrush communities dominate the PAPA with shrub-steppe vegetation blending into riparian areas and wetland areas of the New Fork River and Green River flood plains. The majority of the private land within the PAPA is located along these rivers.

3. PURPOSE: The PAPO will provide the necessary services for implementation, monitoring, and other activities required in accordance with the Final Supplemental Environmental Impact Statement Record of Decision (ROD) for the PAPA. Due to the large amount of monitoring and reporting that is anticipated, the ROD establishes the PAPO to obtain, collect, store, and distribute monitoring information to support adaptive management and analyze mitigation projects. In addition, the PAPO will provide oversight of monitoring and mitigation (onsite and offsite) activities discussed in the ROD.

4. PAPO DUTIES:

The primary duties of the PAPO include the following:

- Oversee the selection and effectiveness of offsite mitigation
- Inspect, monitor, and verify compliance on surface reclamation
- Ensure compliance with the Wyoming Department of Environmental Quality (DEQ) Air Quality and Water Quality rules and regulations
- Monitor wildlife populations as outlined in the Wildlife Mitigation Matrix, Appendix B of the ROD.
- Assure habitat reclamation
- Validate, coordinate and oversee monitoring
- Coordinate transportation planning
- Provide information regarding impacts, monitoring data, and mitigation success to the respective agencies and the public
- Assure compliance with Department of Agriculture rules and regulations.

Any tasks assigned to the employees or contractors of the PAPO outside the primary duties would be supported by funds other than those described below in paragraph 10. The BLM will maintain the lease for any office spaced needed for the PAPO.

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

It is anticipated that the PAPO and the Pinedale Anticline Working Group (PAWG), and its task groups, will share information. Any PAWG-generated recommendations will be in compliance with the Federal Advisory Committee Act.

The BLM PAPO coordinator will draft and submit to the Pinedale Anticline Monitoring and Mitigation Board for approval an administrative operating plan that will prescribe standard office procedures. These standard procedures will include procedures for disbursement of funds, timing of funding requests and procedures for reporting to the

Pinedale Anticline Mitigation Management Board. This initial report is due within 3 months of the ROD. Upon approval, these procedures will become an attachment to this Memorandum.

5. PROJECT OFFICE COMPOSITION: The PAPO will be staffed by full-time employees or contractors of the Bureau of Land Management, the Wyoming Department of Agriculture, the Wyoming Game and Fish Department, and the Wyoming Department of Environmental Quality. Each office staff member will report to his or her agency management. 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 related to PAPA development. Provisions will be made to ensure PAPO employees or contractors act only pursuant to appropriately delegated authority.

6. TERMINATION DATE: The cooperators anticipate that a need for an expanded personnel presence in the vicinity of the PAPA will continue to exist for at least the next 25 years. Periodically, the interagency staff will meet to review the PAPO staffing needs and need of the individual staff positions.

7. PAPO MANAGEMENT:

PAPO Coordinator
Bureau of Land Management
Department of the Interior
1625 West Pine Street
P.O. Box 1708
Pinedale, Wyoming 82941

8. ADMINISTRATIVE SUPPORT: Funding for administrative support of the PAPO will be provided by the Pinedale Anticline Monitoring and Mitigation Fund. This will include equipment and operational expenses such as phones, supplies, computer support, etc.

9. ESTIMATED ANNUAL COST: The PAPO will require approximately 650,000 dollars annually for all personnel, support and office costs. That estimate includes the present anticipated costs of the following:

- Initial staffing for the office
- Office space rental
- Computers, software, furniture, technical support and vehicles

Costs may change in the future.

10. CHARTER MEMBERS: PINEDALE ANTICLINE MITIGATION MANAGEMENT BOARD (PAMMB): This MOA establishes the PAMMB to provide stewardship of the Fund. The PAMMB will generate, approve, and fund appropriate project proposals.

- Wyoming Department of Agriculture
- Wyoming Game and Fish Department
- Wyoming Department of Environmental Quality
- Sublette County Commissioner appointed by the governor
- U.S. Department of the Interior, Bureau of Land Management

11. FUNDING FOR MONITORING AND MITIGATION ACTIVITIES:

The PAPO will oversee PAPA-related monitoring and mitigation activities on Federal and non-Federal land. These activities will be funded by the Monitoring and Mitigation Fund (The "Fund") discussed at section 2.9 of the ROD. When the monitoring and mitigation activities occur on Federal land, the Fund will distribute the necessary monies to the BLM where it will be administered through the BLM's contributed funds account pursuant to the requirements of the Federal Land Policy Management Act. When the monitoring and mitigation activities occur on non BLM or non-Federal land, the Fund will distribute the necessary monies directly to the service providers carrying out the activities at the direction of the Pinedale Anticline Monitoring and Mitigation Board (the "Board").

The Board will not direct the statutorily authorized activities of the governmental entities, including staffing decision. Members of the PAPO will conduct oversight regarding such activities, as appropriate, pursuant to the statutory, regulatory, and programmatic goals of their employing agencies.

12. THE AGENCY MANAGERS COMMITTEE: The Agency Managers Committee will consist of the agency heads or representative from the agencies listed in paragraph 5 of this memorandum. At least once per year the Agency Managers committee and a single member of each of the oil and gas industry proponents contributing to the Pinedale Anticline Monitoring and Mitigation Fund will meet to review progress.

The Agency Managers Committee will also provide the senior management direction and guidance to the Project Office. For the initial period, this would include:
1) Establish the initial mitigation and monitoring program for air, water, and wildlife,
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 the PAPA SEIS ROD,
3) Coordination and tracking of ongoing research being conducted in the area to provide advice and recommendations on environmental monitoring and needed science to document the effects of energy development, and
4) Reporting and sharing information with the PAWG.
The Agency Managers Committee will also provide such other guidance and direction to the Project Office as it deems advisable.

12. AUTHORITY: The establishment of the PAPO 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). The State of Wyoming is empowered to enter into this agreement under Wyoming Statute Section 16-1-101.

13. GENERAL PROVISIONS: Nothing in this Memorandum of Agreement shall change the responsibilities or negotiated agreements of the BLM, any state agency, the Governor of Wyoming, or Sublette County relating to dealing with impacts of development in southwest Wyoming.

A. AMENDMENTS. Any changes, modifications, revisions or amendments to this MOA which are mutually agreed upon by and between the parties to this MOA shall be incorporated by written instrument, executed and signed by all parties to this moa.

B. SOVEREIGN IMMUNITY. Neither the BLM, nor the State of Wyoming waive sovereign immunity by entering into this MOA and specifically retain immunity and all defenses available to them as sovereigns pursuant to federal and state law.

C. TERMINATION OF MOA. This MOA may be terminated by either party at any time, with or without cause.

D. THIRD PARTY BENEFICIARY RIGHTS. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties and obligations contained in this MOA shall operate only between the parties to this MOA, and shall inure solely to the benefit of the parties to this MOA. The provisions of this MOA are intended only to assist the parties in determining and performing their obligations under this MOA.

E. TITLES NOT CONTROLLING. Titles of paragraphs are for reference only, and shall not be used to construe the language in this MOA.

F. WAIVER. The waiver of any breach of any term or condition in this MOA shall not be deemed a waiver of any prior or subsequent breach.

PINEDALE ANTICLINE PROJECT OFFICE CHARTER MEMBERS

FOR THE WYOMING DEPARTMENT OF AGRICULTURE:

BY: Jason Fearnehaugh for John Etchepare

DATE SIGNED: 12/1/08

FOR THE WYOMING GAME AND FISH DEPARTMENT:

BY: Steve K. Freel

DATE SIGNED: 12/1/08

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

BY: John Corra

DATE SIGNED: 12/1/08

FOR THE WYOMING ATTORNEY GENERAL (AS TO FORM):

BY: C. Lin Martin

DATE SIGNED: 12/1/08

FOR THE SUBLETTE COUNTY COMMISSION:

BY: William W. Cramer

DATE SIGNED: 12-3-08

FOR THE UNITED STATES DEPARTMENT OF INTERIOR/BUREAU OF LAND MANAGEMENT:

BY: Donald A. Spicer

DATE SIGNED: 12/8/08

ESCROW AGREEMENT

AGREEMENT dated this 17th day of December, 2008, by and between the Pinedale Anticline Project Office (PAPO) Charter Members ("PAPOCM"), an inter-agency group organized in the Charter of the Pinedale Anticline Project Office and Wildlife Heritage Foundation of Wyoming, Inc., a Wyoming nonprofit corporation, ("WHFW").

RECITALS

WHEREAS, the agencies that comprise PAPOCM have entered into a Memorandum of Agreement, (the "MOA"), the purpose of which is to mitigate the loss of wildlife habitat function caused by the development of oil and gas in the Pinedale Anticline Project Area (PAPA), a copy of which is attached to this Agreement; and

WHEREAS, the MOA establishes a Monitoring and Mitigation Fund (the "Fund"); and

WHEREAS, PAPOCM desires to engage WHFW to serve as Escrow Agent for the Fund pursuant to the terms of this Agreement and the MOA; and

WHEREAS, by this Escrow Agreement, PAPOCM and WHFW desire to describe and define the terms of the duties and services to be provided by WHFW with respect to the Fund; the compensation for such services to be received by WHFW; the manner in which requests for disbursements from the Fund will be received, processed, approved and distributed.

WHEREAS, recognized potential impacts to surface resources (particularly wildlife, water resources, and air quality) resulting from gas field activities in the PAPA, resulted in Ultra, Shell and Questar (collectively the "Contributing Companies") offering 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 monitoring and mitigation of PAPA-related impacts, all of which escrow funds shall constitute the Escrowed Monies (as defined in Section 1.2 hereto).

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 December 1, 2008 and on each anniversary thereof, the Contributing Companies shall deposit funds with the Escrow Agent for the Pinedale Anticline Monitoring and Mitigation Fund (collectively referred to as the Escrow Account). The amount to be deposited is based on the pace of development, which is defined as the number of wells spud each year. The Contributing Companies shall deposit funds with WHFW by sending such funds to WHFW, P.O. Box 20088, Cheyenne, WY

82003. The payee of all checks sent by the Contributing Companies for such purpose shall be "Wildlife Heritage Foundation of Wyoming" and each such check should designate that such payment is to be accounted for in the "Pinedale Anticline Monitoring and Mitigation Fund." Upon receipt of any such payment, WHFW shall deposit such payment into a federated fund account established by WHFW with First National Bank, Laramie, Wyoming, or such other depository utilized by WHFW for such purpose. WHFW shall separately account for deposits into, charges against and disbursements from the Pinedale Anticline Monitoring and Mitigation Fund.

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 Pinedale Anticline monitoring and mitigation, and shall be withdrawn and applied only on and subject to the terms set forth in Section 3 hereto.

Section 2. REPORTING AND AUDITING

2.1 The Escrow Agent shall furnish to Contributing Companies and PAPOCM, on or prior to the tenth (10th) business day of each quarter commencing on the tenth (10th) day of the first (1st) quarter following the first deposit into the Fund or upon the request of Contributing Companies and PAPOCM, a statement showing the total amount of Escrowed Monies and Escrowed Interest on deposit in, and all deposits to, disbursement from, and compensation paid to the Escrow Agent from the Escrow Account the previous quarter.

2.2 PAPOCM have the right to periodically audit the Escrow Account and may choose to exercise its 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 PAPO Coordinator, such written instructions to be jointly agreed to by all Charter Members of the PAPO.

The PAPO Coordinator may submit an order for disbursement no more frequently than four (4) times per month. Upon receipt of an order substantially in the form of Order to Disburse (Exhibit B) hereto, executed by the PAPO Coordinator, the Escrow Agent shall utilize all reasonable efforts to disburse the Escrowed Monies in the manner requested on the certificate within fifteen(15) 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 except its own willful misconduct or negligence. 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. WHFW does not have a duty to collect funds from the Contributing Companies and shall not be liable for collection of such payments. WHFW may rely upon any paper, document or other writing believed by it to be authentic in making any disbursement of funds hereunder. WHFW is hereby expressly authorized to comply with and obey any and all orders, judgments or decrees of any court, and in case WHFW 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. In accepting any funds delivered hereunder, it is agreed and understood that, in the event of disagreement between the parties hereto, WHFW 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.

4.2. No Other Relationship. It is agreed by all parties that WHFW shall act as a fiduciary for PAPOCM as to the Fund. Nothing in this Agreement shall be construed as creating a joint venture, partnership, association or employer-employee relationship between WHFW and PAPOCM.

4.3 Sovereign Immunity. To the extent applicable to the agencies involved (either of the federal government or of the State of Wyoming that are Charter Members of PAPOCM), such agencies 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 federal and state laws.

4.4 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 PAPO 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 PAPOCM. 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.

4.5 Acceptance of Appointment. Every successor escrow agent appointed hereunder shall execute and deliver to its predecessor and PAPOCM 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 PAPOCM 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 PAPOCM 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 PAPOCM.

4.6 Compensation. WHFW agrees to serve as Escrow Agent hereunder for no fee. Notwithstanding such agreement, WHFW shall be entitled to reimbursement from the Escrowed Monies for actual costs incurred by WHFW in the administration of the Fund including, but not limited to, bank charges, accounting and legal fees and office charges for postage and telephone directly related to this Escrow. It is the intention of the parties hereto that the provision of services hereunder by WHFW shall not result in a financial burden upon WHFW.

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, unenforceable or illegal, the Escrowed Monies, together with all interest and earnings thereon, less any accrued compensation due Escrow Agent pursuant to Section 4.6 of this Escrow Agreement, shall revert to the Successor Escrow Agent upon their appointment under Section 4.4 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 PAPOCM.

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 PAPOOCM:	PAPO Coordinator Bureau of Land Management P.O. Box 768 Pinedale, WY 82941 - 0768
If to the Escrow Agent:	Wildlife Heritage Foundation of Wyoming P.O. Box 20088 Cheyenne, WY 82003
If to Ultra:	W. R. Picquet Ultra Resources, Inc. 304 Inverness Way S., Suite 295 Englewood, CO 80112
If to Shell:	David Todd Shell Exploration and Production Company U.S. Onshore Asset Manager 4582 South Ulster Street Parkway Denver, CO 80237
If to Questar:	J. P. Matheny Questar Market Resources, Inc. 1050 17th Street, Suite 500 Denver, CO 80265

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 United States of America and the State of Wyoming as applicable.

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. PAPOCM may terminate this Escrow Agreement at will, in a writing executed by the PAPOCM, and the Escrow Agent shall, upon termination, pay over Escrowed Monies, less any accrued compensation as set described under Section 4.6 of this Escrow Agreement, as PAPOCM shall direct.

5.8 Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Escrow Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Escrow Agreement shall operate only between the parties to this Escrow Agreement, and shall inure solely to the benefit of the parties to this Escrow Agreement. The provisions of this Escrow Agreement are intended only to assist the parties in determining and performing their obligations under this Escrow Agreement.

5.9 Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Escrow Agreement.

5.10 Waiver. The waiver of any breach of any term or condition in this Escrow Agreement shall not be deemed a waiver of any prior or subsequent breach.

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.

Pinedale Anticline Project Office Charter Members

For the Wyoming Game and Fish Department:

By: Steve K. Ferrell Date Signed: 12/1/08

For the Wyoming Department of Environmental Quality:

By: John V. Corra Date Signed: 12/1/08

For the Wyoming Department of Agriculture:

By: James Fearnhaugh for John Etchepare Date Signed: 12/1/08

For the Wyoming Attorney General's Office (as to form):

By: C. Jim Date Signed: 12/1/08

For the Representative of Sublette County:

By: William W. Cramer Date Signed: 12-3-08

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

By: Date Signed: 12/5/08

Wildlife Heritage Foundation of Wyoming:

By: A D Stainer Date Signed: 12-11-08

For Ultra Resources, Incorporated:

By: W. R. Purcell Date Signed: 12/12/08

For Questar Market Resources:

By: _____ Date Signed: 17 Dec 08

For Shell Exploration and Production Company:

By: _____ Date Signed: 12/17/08

Exhibit A to Escrow Agreement

SCHEDULE OF DEFINITIONS

"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____

Wildlife Heritage Foundation of Wyoming

Gentlemen:

Reference is made to the Escrow Agreement of (date) _____, (the "Escrow Agreement") among the Pinedale Anticline Project Office Charter Members ("PAPOCM") and the Wildlife Heritage Foundation of Wyoming. The authorized officer of PAPOCM, 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,

PAPO Coordinator

By:
Name:_____
Title: _____
Date: _____