

GRAZING RESTRICTION AND BISON ACCESS AGREEMENT

This Grazing Restriction and Bison Access Agreement (“Agreement”) is entered into this _____ day of _____, 2000_, by and between the Montana Department of Fish, Wildlife, and Parks (the “Department”), 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”), 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, in entering into this agreement, the Church will be required to make substantial modifications to its operations, many of which may be costly or impossible to resume; and

WHEREAS, the Department is a party to the Interagency Bison Management Plan, dated _____ (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 seronegative bison to be allowed onto private lands outside Yellowstone National Park on the west side of the Yellowstone River and access to facilitate seasonal movement of wild bison through those Church lands to suitable habitat on public land north of 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 Agreement may expand hunting opportunities for bison on public lands, the parties understand that Church lands designated as a bison corridor and bison use areas in this agreement 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 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 Agreement 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 CURRENT PROPERTY

The Church is the owner of certain real property in Park County, Montana ("the Property"). This Property is more particularly described in Exhibit A and shown on Exhibit B to this Agreement. The Church agrees to cease its current cattle operation and remove all domestic cattle from the Property by a date to be mutually determined by the Parties, but in no case sooner than ninety (90) days following the Effective Date of this Agreement. Additionally, during the term of this Agreement, the Church agrees that it will not graze domestic cattle, domestic sheep, or domestic goats on any land that is located in Park County west of the Yellowstone River and south of the dividing line between T7S and T8S, Montana Principal Meridian, whether or not such land is owned by the Church.

SECTION TWO
BISON CORRIDOR AND BISON USE AREAS

A. Bison Corridor and Bison Use Areas. On the terms specified hereafter in this Agreement, the Church shall permit bison to move on and through a portion of the Property (the "Bison Corridor"). The location of the Bison Corridor is depicted in Exhibit C to this Agreement. In addition to providing access for movement through the Bison Corridor on the terms specified hereafter, the Church shall allow bison to make use of three separate areas (the "Bison Use Areas") for grazing and temporary use by bison, as set out in the Royal Teton Ranch Bison

Management Plan attached as Exhibit G to this Agreement. These Bison Use Areas are more particularly described in Exhibit D to this Agreement. Subject to the conditions in Sections Four, Five, Six, Seven, and Eight of this Agreement, the Church agrees not to prevent bison access to, or use of, the Bison Corridor or Bison Use Areas.

During the term of this Agreement the Church shall not construct, within the Bison Corridor (i) any building, or (ii) any other structure that would obstruct bison movement, without the express written permission of the Department. The Department's approval of proposed construction of any building or structure within the Bison Corridor shall not be unreasonably withheld. This provision is intended solely to limit the construction of buildings or structures that would obstruct bison movement through the Bison Corridor. It is not intended to limit, or require Department permission for the construction of facilities that would not obstruct 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.

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

B. Bison Use Consistent with Conservation Easement. The Parties agree and acknowledge that part of one of the Bison Use Areas 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. The Department agrees to ensure that all bison use and management activities shall be consistent with the restrictions and conditions of the CE.

SECTION THREE DEPARTMENT ACCESS FOR MANAGEMENT ACTIVITIES

A. Management Access. The Church shall allow Department personnel and personnel of other Plan co-signatories reasonable access to the Bison Corridor, Bison Use Areas and the Property as needed to fulfill Departmental responsibilities under this Agreement, 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 Agreement, and review of range conditions on the Bison Corridor and Bison Use Areas.

B. Prior Notice. The Parties agree and understand that effective implementation of this Agreement 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 to the terms of this Agreement. In emergency situations the Department shall provide notice to the Church as soon as practicable under the circumstances.

C. Limitations. Department and co-signatory personnel shall not enter any buildings on the Property, to enter any gated areas of the Property that contain homes or other developments, or to drive off of established roads on the Property without advance permission from the Church.

D. Access for Licensed Montana Hunters. Subject to conditions set forth in this subsection, the Church shall allow limited access to licensed Montana hunters, and those assisting them with bison retrieval, to use an existing private route near the northern boundary of the northern Bison Use Area, as shown in Exhibit C. Access shall not be permitted solely for the purpose of retrieving legally tagged and downed bison on nearby public land. Any licensed Montana hunter wishing to use the route for a specified purpose must check in with a designated Church representative prior to accessing the route. The Department shall be responsible for providing information for 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 route when reasonably required to prevent significant damage to the route or other Church property.

SECTION FOUR FENCING AND CONFINEMENT FACILITIES

A. Construction and Maintenance of Fences and Facilities. The Department shall construct and maintain fences, cattle guards, confinement facilities and related structures as necessary to manage bison, route bison through the Bison Corridor and to block bison entry onto the Property outside of the Bison Corridor and Bison Use Areas. Fence and confinement facility locations are shown in Exhibit E. All fences and other facilities shall be constructed, managed and maintained in accordance with the guidelines provided by Exhibit F.

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

SECTION FIVE MONITORING AND MANAGEMENT OF BISON

The Department, in cooperation with the Interagency Bison Management Plan co-signatories, shall monitor bison movement onto and through the Bison Corridor and Bison Use Areas and take appropriate actions to move bison through the Bison Corridor 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. In addition, as provided for in this Agreement, the Department shall periodically inspect range and soil conditions in the Bison Corridor and Bison Use Areas and consult with the Church on any issues of concern. The monitoring and management activities of the Department and other Plan co-signatories shall conform to a mutually agreed upon Royal Teton Ranch Bison Management Plan (the "RTR Bison Management Plan"), attached to this Agreement as Exhibit G. 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 that are not inconsistent with the Agreement shall not be unreasonably withheld.

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 considerations 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/or Bison Use Areas. Warning signs shall be posted as described in the Fence Management Guidelines, set out in Exhibit F. 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 quality and quantity of native vegetation and other range conditions in the Bison Corridor and Bison Use Areas are described in Exhibit H to this Agreement (the “Baseline Conditions”). The Department and the Church shall monitor range conditions within the Bison Corridor and Bison Use Areas and shall identify management actions needed to address any adverse impacts of bison use on Baseline Conditions. Upon its own determination or upon notice by the Church that range conditions in the Bison Use Areas have deteriorated below Baseline Conditions, the Department shall take appropriate action to mitigate bison impacts to range conditions in the Bison Use Areas. Upon mutual agreement by the Department and the Church, the Department may implement additional range or habitat improvement projects within the Bison Corridor and/or Bison Use Areas.

SECTION EIGHT
CONSISTENCY WITH THE PLAN

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

B. Modification of the Plan. The Department and the Church recognize that the Plan may be modified in the future including changes to the number or timing of bison authorized to be outside of Yellowstone National Park. In the event of a modification to the Plan, the Church agrees to consider corresponding amendments to this Agreement. Any such amendment may only occur if (i) experience shows that the Department is able to consistently and effectively contain bison within the Bison Corridor and Bison Use Areas and that bison are not adversely impacting public safety, private property or habitat conditions, (ii) the Department shows that if the proposed amendment is implemented the

Department will be able to consistently and effectively contain bison within the Bison Corridor and Bison Use Areas and that bison will not adversely impact public safety, private property or habitat conditions, and (iii) the proposed amendment is consistent with the terms of the CE. 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 OF AGREEMENT

The terms of this agreement shall be thirty (30) years from the Effective Date unless terminated earlier as provided for in this Agreement.

SECTION TEN
PAYMENT

A. Initial 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 upon the Effective Date of this Agreement.

B. Annual Payment. In addition to the initial payment, the Department shall pay to the Church an Annual Payment of Seventy Six Thousand Five Hundred Dollars (\$76,500.00) for 20 years. The Annual Payment for the first year of the Agreement shall be due on the Effective Date. Annual 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 Agreement 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 Agreement and the management of bison on the Bison Corridor and Bison Use Areas. 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 do not limit the Church's right to immediately take whatever steps it deems reasonably necessary to take 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 Agreement 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 Agreement 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 Agreement, 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 Agreement that a dispute exists between the Parties regarding any obligation under this Agreement, the Parties agree to make a good faith effort to resolve the dispute themselves. If agreement cannot be reached within thirty (30) days, the Parties shall submit the dispute to mediation, as set forth in subsections D and E in this Section.

D. Selection of the 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 thirty (30) days of the original notification of a dispute and complete the mediation within one hundred twenty (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 Process. The mediator may meet with the Parties and their counsel jointly or ex parte. 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 and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be the 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 Agreement 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 Agreement.

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

SECTION FIFTEEN MATERIAL BREACH

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

1. The Department's failure to perform its obligations under this Agreement negatively impacts the conservation values of the CE lands, causing a breach of the Church's obligations under the CE;
2. Over the course of any five (5) year period, the Department's failure to consistently prevent bison from entering onto portions of the Property lying outside the Bison Corridor;
3. Following the first day of the sixth (6th) year of this Agreement, in each year over the course of any three (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 I to this Agreement, or as modified under Section Eight (B);
4. The Department's failure to make any payment due under this Agreement within sixty (60) days of its due date;
5. The Church develops buildings or structures without written permission of the Department that obstruct bison movement through the Bison Corridor.

SECTION SIXTEEN TERMINATION

A. Mutual Termination. This Agreement 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 ten (10) days notice to the Department, the Church may terminate this Agreement at any time prior to the expiration of its term if bison use results in injuries or consistent imminent threats of injuries to Church members, its employees or visitors and the Department either fails to undertake the actions required by Sections Six and Thirteen of this Agreement.

C. Termination by the Department. Upon ten (10) days notice to the Church, the Department may terminate this Agreement prior to the expiration of its term if no bison use the Bison Use Areas or the Bison Corridor to reach public land north of the Property for any consecutive six (6) year period during the term of this Agreement and the non-use is the result of actions caused or undertaken or conditions created by the co-signatories to the Plan.

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

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

<u>Termination for (i) (ii) or (iii) occurs:</u>	<u>Amount of Church Payment</u>
0-12 months following the Effective Date	\$900,000.00
13-24 months following the Effective Date	\$800,000.00
25-36 months following the Effective Date	\$700,000.00
37-48 months following the Effective Date	\$600,000.00
49-60 months following the Effective Date	\$500,000.00
61-72 months following the Effective Date	\$400,000.00
73-84 months following the Effective Date	\$300,000.00
85-96 months following the Effective Date	\$200,000.00
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 that it is required to make a refund payment to the Department according to the terms in this Section 16, that it has readily available funds to make such a payment.

SECTION SEVENTEEN
CONDITIONS BINDING ON SUCESSORS

If during the term of the Agreement, 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 Agreement. The Church shall give notice to the Department of any conveyance not less than thirty (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 from 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 are 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 Agreement 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 Agreement did not contain the particular term, condition or provision held to be invalid.

SECTION TWENTY
NOTICE

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: _____, 63 Summit Way, Gardiner, Montana, 59030. The Church's phone number is (406) _____. 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 Ave, 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

The Department shall record this Agreement 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 arising over this Agreement, 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 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 last date signed below ("Effective Date").

SECTION TWENTY SEVEN
AGENCIES' APPROVAL

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

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

CHURCH UNIVERSAL AND TRIUMPHANT, INC.

By: _____

Title: _____

Dated: _____

MONTANA DEPARTMENT OF FISH, WILDLIFE AND
PARKS

By: _____

Title: Director

Dated: _____

Exhibit A – Description of the Property

Exhibit B – Map of the Property

Exhibit C – Description of the Bison Corridor

Exhibit D – Description of the Bison Use Areas

Exhibit E – Fence Locations

Exhibit F – Fence Management Guidelines

Exhibit G – Royal Teton Ranch Bison Management Plan

[Include: (1) monitor birth/abortion material; (2) address lethal removal on RTR; (3) monitoring boundary area seven (7) days a week; (4) marking bison; (5) removal of bison carcasses, birth materials.]

Exhibit H – Range Baseline Conditions

Exhibit I – 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 Areas.

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.