

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, this 13 day of February, 2001, that the undersigned, hereby referred to as "GRANTOR", hereby grants, assigns and conveys unto BEAR PAW ENERGY, LLC, 1625 Broadway, Suite 2300, Denver, Colorado 80202, hereinafter referred to as "GRANTEE", its successors and assigns, a surface facility grant located upon a tract of land in Sheridan County, Wyoming, to-wit:

SE C.P. 4P. 00
TOWNSHIP 57 NORTH, RANGE 83 WEST, 6th P.M.
Section 35: a tract of land located in S/2SW/4

Containing approximately two (2) acres more or less

GRANTEE shall have the right to install, maintain, inspect, replace, erect, operate and remove compressor stations and other equipment and appurtenances as may be necessary for the operation of such facility over, through, upon, under, and across the above referenced lands from existing roads with the full right of ingress and egress to and from said premises.

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. GRANTEE agrees to comply with all applicable state and local regulations.
2. GRANTEE agrees to take reasonable effort to limit employee business invitee access to the facility and roadway access to the facility.
3. GRANTEE agrees to indemnify and hold GRANTOR harmless for any damages caused by GRANTEE'S operations on the premises.
4. Upon request by GRANTOR, the surface facility grant herein shall terminate and all rights hereunder revert to GRANTOR when the surface facilities located thereon have not been used by GRANTEE for a period of two (2) consecutive years, except when non-use is caused by acts or circumstances beyond the control of GRANTEE.
5. Upon termination of this grant, GRANTEE shall remove all structures placed upon the premises and restore the surface to a condition, as nearly as possible, as existed prior to the GRANTEE'S disturbances thereto.
6. GRANTEE shall adequately fence the facility in a manner to protect the GRANTOR'S livestock.
7. GRANTEE shall maintain the facility free of weeds and litter.
8. GRANTEE shall pay all damages from its operation, including, without limitation, damages or injuries to livestock, persons, personal property and real property

This agreement shall be binding upon the parties hereto, their heirs, assigns and successors and may be executed in any number of counterparts, each of which shall be deemed an original for all purposes.

This Surface Facility Grant supercedes and replaces that certain Easement for Compressor Site by and between Anna Pilch, Individually and as Trustee of the Anna Pilch Agreement of Trust dated July 23, 1985, as Grantor and J.M. Huber Corporation, as Grantee dated the 7th day of December, 1999.

IN WITNESS WHEREOF, GRANTOR AND GRANTEE have executed this agreement the date first written above.

GRANTOR

PILCH RANCH, LLC

PILCH RANCH, LLC

By: Anna Pilch
Anna Pilch, Member and Individually and as
Trustee of the Anna Pilch Agreement of Trust,
dated July 23, 1985

By: Edward S. Pilch
Edward S. Pilch, Member

PILCH RANCH, LLC

PILCH RANCH, LLC

By: _____
Marilyn Pilch Wolter, Member

By: Joe A. Pilch
Joe A. Pilch, Member

GRANTEE

BEAR PAW ENERGY, LLC

By: Michael R. Henderson *mlh*
Michael R. Henderson
Executive Vice President

STATE OF WYOMING)
) §
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 13th day of February, 2001, by Anna Pilch, Member of Pilch Ranch, LLC and individually and as Trustee of the Anna Pilch Agreement of Trust, dated July 23, 1985.

Witness my hand and official seal.

My Commission Expires:

Oct. 13, 2004

Jennifer K. Green
Notary Public



STATE OF WYOMING)
) §
COUNTY OF SHERIDAN)

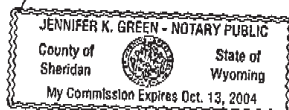
The foregoing instrument was acknowledged before me this 13th day of February, 2001, by Edward S. Pilch, Member of Pilch Ranch.

Witness my hand and official seal.

My Commission Expires:

Oct. 13, 2004

Jennifer K. Green
Notary Public



STATE OF WYOMING)
) §
COUNTY OF SHERIDAN)

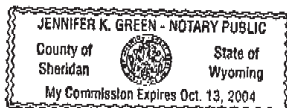
The foregoing instrument was acknowledged before me this 13th day of February, 2001, by Joe A. Pilch, Member of Pilch Ranch.

Witness my hand and official seal.

My Commission Expires:

Oct. 13, 2004

Jennifer K. Green
Notary Public



STATE OF _____)
) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of February, 2001, by Marilyn Pilch Wolter, Member of Pilch Ranch, LLC.

Witness my hand and official seal.

My Commission Expires:

Notary Public

STATE OF COLORADO)
) §
CITY AND)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of February, 2001, by Michael R. Henderson, known to me to be the Executive Vice President of Bear Paw Energy, LLC, a Delaware limited liability company and acknowledged to me that he executed this Surface Facility Grant for the considerations and purposes therein set forth.

Given under my hand and seal of office this 9th day of February, 2001.

My Commission Expires:

Oct. 13, 2004

Pamela M. Johnson
Notary Public

