

RIGHT OF WAY AGREEMENT
(Gas Gathering 6-3 well.)

KNOW ALL MEN BY THESE PRESENTS: that the undersigned (hereinafter referred to as "OWNER", whether one or more), for and in consideration of Ten and More Dollars (\$10.00+) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Bear Paw Energy, LLC, 370 17th Street, Suite 2775, Denver, Colorado 80202-1370, its successors and assigns (hereinafter referred to as "COMPANY") a right of way and easement Fifty feet (50') in width for the purpose of laying, constructing, maintaining, operating, repairing, replacing and removing gas pipeline(s) (with fittings cathodic protection equipment and all appliances appurtenant thereto) for the transportation of oil, gas or any other liquids or substances for COMPANY'S operations across lands of OWNER, situated in the County of Sheridan, State of Wyoming, described as follows:

Township 57 North Range 83 West
Section 03: S2NW, E2SW

OWNER recognizes that an as built plat, subsequent to survey, is attached hereto and recorded as Exhibit "A".

COMPANY shall bury the top of its pipe at least forty-eight inches (48") below the surface of the ground. The undersigned OWNER, his successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, that COMPANY shall have the right hereafter to cut and keep clear all trees, brush, and other obstructions that may injure, endanger or interfere with the construction and use of said pipeline, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. COMPANY shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress or egress along with pipelines and over and across said lands. COMPANY, by acceptance hereof, agrees to pay for actual damages to crops, pasture, fences and timber which may arise from laying, construction, maintaining, operating, repairing, replacing, or removing said pipeline(s).

COMPANY agrees to comply with all applicable state and local regulations.

COMPANY shall indemnify, defend and save and hold harmless OWNER from any and all claims, demands, causes of action, or liability for damages, loss or injuries that arise out of COMPANY'S operations on the land.

COMPANY shall restore the land as soon as practicable after the pipelines are completed. Restoration shall be made as near as possible to the condition when COMPANY first entered onto the land.

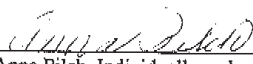
OWNER hereby warrants and agrees to defend the title to the above-described premises. OWNER shall have the use of such right of way and easement except for any use which conflicts with the purposes for which this right of way and easement is granted; provided, however, OWNER shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way and easement.

TO HAVE AND TO HOLD said right of way and easement unto said COMPANY, its successors and assigns, until such pipelines are constructed and so long thereafter as a pipeline is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Executed this 19th day of December, 2000.

OWNER:

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


BY: Anna Pilch, Individually and as

Trustee of the Anna Pilch Agreement of Trust,
dated July 23, 1985

COMPANY:
Bear Paw Energy, LLC


BY: Don H. Littleton, agent

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 19th day of December, 2000 by Anna Pilch, Individually and as Trustee of the Anna Pilch Agreement of Trust, dated July 23, 1985

Witness my hand and official seal.

Jennifer K. Green
 Notary Public

My commission expires: October 13, 2004



STATE OF WYOMING)
) ss.
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 19th day of December, 2000 by Don H. Littleton, as agent for Bear Paw Energy LLC.

Witness my hand and official seal.

Jennifer K. Green
 Notary Public

My commission expires: October 13, 2004

