

RIGHT OF WAY AGREEMENT

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 acknowledge, does hereby grant, sell and convey unto Bear Paw Energy, LLC, 1400 16th Street, Suite 310, Denver, Colorado 80202, 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 Campbell, State of Wyoming described as follows:

59th FET SAT
TOWNSHIP 5th NORTH, RANGE 83 WEST
Section 36: SE ¼

As more particularly shown on Exhibit "A" attached hereto and by this reference made a part hereof.

OWNER agrees that an as built plat, subsequent to survey, will be 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.

THIS RIGHT OF WAY shall remain in effect no longer than two (2) years after the gas producer declares that the pipeline is no longer flowing gas.

RIGHT OF WAY PAYMENTS are based upon a Payment Agreement entered into by the OWNER and COMPANY on this same dated of execution as stated below.

Executed this 5 day of Feb, 2004

BEAR PAW ENERGY, LLC

Fred E. Trembath
Fred E. Trembath
Shirley A. Trembath
Shirley A. Trembath

Ted Huss
Ted Huss, Contract Land Agent

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss.

The foregoing instrument was acknowledged before me this 5 day of February, 2004 by Fred E. Trembath and Shirley A. Trembath, husband and wife.

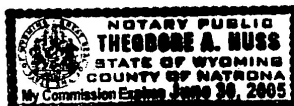
Witness my hand and official seal.

My commission expires:

June 30, 2005

Theodore A. Huss

Notary Public



480

WORTHINGTON, LENHART & CARPENTER, INC.

P.O. BOX 1056, GILLETTE, WYOMING 82717

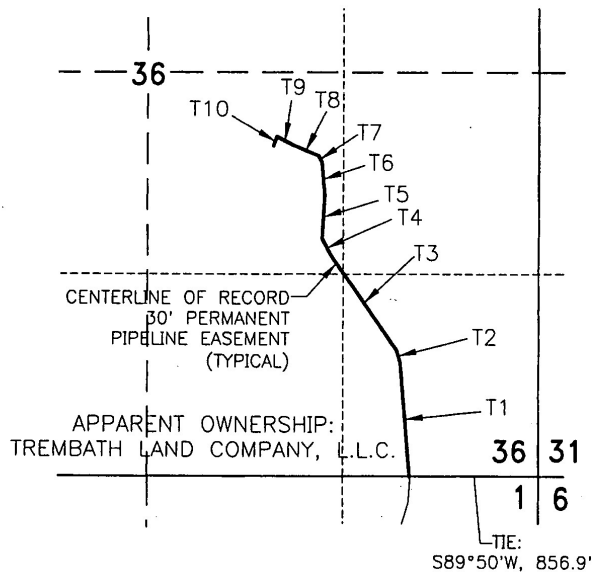
Client Bear Paw Energy, LLC FOR Address 856 Coffeen Avenue
 City Sheridan State Wyoming Zip 82801

PROPERTY LOCATION PLAT

SE1/4 Section 36, T. 58 N., R. 83 W., 6th Principal Meridian, Wyoming

County SHERIDAN State WYOMING

12" POLY PIPELINE



TANGENT TABLE

T1	N04°36'W, 750'
T2	N16°38'W, 87'
T3	N35°13'W, 747'
T4	N27°43'W, 138'
T5	N03°52'E, 283'
T6	N05°10'W, 213'
T7	N27°11'W, 51'
T8	N67°22'W, 182'
T9	N63°16'W, 123'
T10	S20°36'W, 64'

Footage 2638
 Rods 159.88
 Mileage 0.500
 Acreage 1.817



SCALE: 1"=1000'
 BASIS OF BEARING:
 MODIFIED NAD 83
 WYOMING EAST CENTRAL ZONE

Date: 4/7/04
 W.O. No. 11548
 Acad File: 11548.dwg
 Landowner: Trembath
 SHEET 1 OF 1



EXHIBIT "A"