

**GAS PIPELINE
RIGHT-OF-WAY EASEMENT**

The undersigned, **Bert W. Dow as trustee of the Bert W. Dow Revocable Trust dated March 6, 2003**, whose address is 63 Dow Road, Sheridan, WY 82801 (hereinafter referred to as "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey unto **Bear Paw Energy, LLC**, whose address is 1400 Sixteenth Street, Suite 310, Denver, CO, 80202 (hereinafter referred to as "Grantee"), its successors, assigns, lessees, licensees and agents, a nonexclusive easement and the right to survey, clear, excavate, lay, construct, operate, maintain, inspect, test, repair, protect, remove and, at Grantee's option, abandon in place one underground natural gas (including coalbed methane gas) pipeline, pipeline markers, and cathodic protection equipment upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

A right-of-way across:

Township 58 North, Range 82 West, 6th P.M.

Section 21: SE1/4SW1/4

Section 28: that portion of the W1/2 owned by Grantor

More particularly described on the surveyor's plat attached hereto as Exhibit "A" and by reference incorporated herein. Exhibit "A" shall be supplemented by Grantee filing an "as built" survey map within one year from the date of this easement, but in no event shall the location of the pipeline materially change from the location shown upon Exhibit "A" without the written consent of Grantor.

The easement granted herein shall be seventy-five (75) feet in width during the period of initial construction and reclamation. After construction has been completed the easement shall revert to twenty-five (25) feet in width, being twelve and one-half (12.5) feet on either side of the centerline of said gas pipeline.

Grantee shall have the right of ingress and egress to and from the above-described easement in accordance with the Surface Damage Agreement entered into between the parties of even date herewith. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights herein granted to the extent provided in the Surface Damage Agreement. Subject to the Surface Damage Agreement, the Grantor reserves the right to occupy, use and cultivate said easement for all purposes and to grant such right to others. The rights, conditions and provisions of the easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

If Grantee fails to use the pipeline for transportation of gas for a twenty-four (24) consecutive month period, then and in that event this right-of-way shall be deemed abandoned and this Right-of-Way Easement shall automatically terminate and be of no further legal force or effect.

This easement grant, including the benefits and burdens, is appurtenant to and runs with the land. This easement burdens the lands of Grantor on which the easement is located. This Right-of-Way Easement is subject to a Surface Damage Agreement of even date herewith, which is to run with this Right-of-Way Easement, which Surface Damage Agreement is incorporated herein by reference. A copy of said Surface Damage Agreement is in the possession of the parties and should be consulted for specifics.

DATED this 21 day of March, 2006.

GRANTOR:

Bert W. Dow
Bert W. Dow, trustee

GRANTEE:

Bear Paw Energy, LLC

By:

Title:

Rick Strickland
Rick Strickland
Attorney-in-Fact

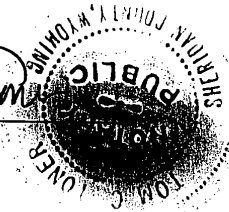
STATE OF WYOMING)
) ss.
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 21st day of March, 2006 by Bert W. Dow as trustee of the Bert W. Dow Revocable Trust dated March 6, 2003.

Witness my hand and official seal.

Don CD
 Notary Public

My commission expires: Nov. 26, 2009



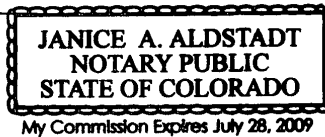
STATE OF Colorado)
) ss.
 COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 4th day of April, 2006 by Rick Scribner of Bear Paw Energy, LLC.
Attorney-in-Fact

Witness my hand and official seal.

Janice A. Aldstadt
 Notary Public

My commission expires: 7/28/09



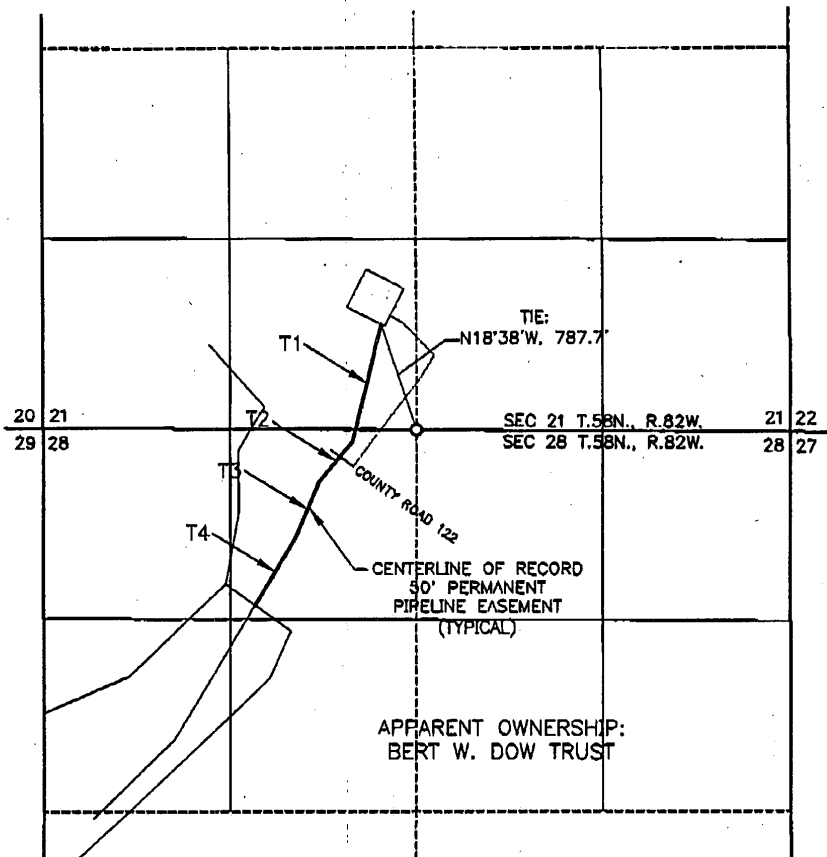
WORTHINGTON, LENHART & CARPENTER, INC.
200 PRONGHORN STREET, CASPER, WYOMING 82601
FOR

Client Bear Paw Energy, LLC Address 3002 E. Second Street
City Gillette State Wyoming Zip 82718

PROPERTY LOCATION PLAT

SE 1/4 SW 1/4 Section 21, T. 58 N., R. 82 W., 6th Principal Meridian, Wyoming
NE 1/4 NW 1/4 Section 28, T. 58 N., R. 82 W., 6th Principal Meridian, Wyoming
County SHERIDAN State WYOMING

BADGER CREEK PIPELINE



PIPELINE TANGENT TABLE

T1 S13°47'W, 850'
T2 S39°52'W, 362'
T3 S23°06'W, 437'
T4 S30°32'W, 559'

Footage 2208
Rods 133.80
Mileage 0.418
Acreage 2.534



SCALE: 1"=1000'

BASIS OF BEARING:

NAD 27

WYOMING STATE PLANE COORDINATES
EAST ZONE

Date: 3/17/06

W.O. No. 12117

Acad File: exh_21-58-82.dwg

Landowner: Bert W. Dow Trust

SHEET 1 OF 1



EXHIBIT "A"

