

## ENVIRONMENTAL ACCESS AGREEMENT

This access agreement is entered into this 1st day of June, 2003, by and between BMP Investments, Inc. of 275 Madison Avenue, Suite 1505, New York, NY 10016 ("BMP") and Bull Mountain Land Company, LLC of 275 Madison Avenue, Suite 1505, New York, NY 10016 ("Owner") is as follows:

WHEREAS, BMP has acquired coal Permit #93017 and may in the future amend said Permit or obtain additional permits, or assign its interests in the permit or permits as to property rights owned or to be acquired in the future in the Bull Mountain Coal Field ("Mining Property");

WHEREAS, Owner owns the real property set out on Exhibit "A" and environmental monitoring access rights described upon Exhibits "B", "C", and "D", collectively referred to as ("Owners Property"):

WHEREAS, it is mutually beneficial for Owner and BMP to have environmental monitoring performed upon Owners Property and under its rights with respect to BMP's mining operations to be conducted upon Mining Property.

WHEREFORE: it is agreed between the parties as follows:

1. The term shall be for ten years, commencing on June 1, 2003, and terminating on midnight May 31, 2013.
2. To pay for damages to Owner's property, reimburse owner for its efforts in conjunction herewith and pay a fair rental price, BMP shall pay an access fee to Owner in the amount of \$\_\_\_\_\_ on each anniversary date hereof. The receipt of the first fee payment is acknowledged by Owner.
3. Owner herewith grants BMP the right to enter upon and use portions of Owner's Property for conducting any and every type of environmental reconnaissance, monitoring, surveying, measuring, drilling, pumping, sampling, air quality monitoring, testing or other environmental work that may be required by any regulatory agency or deemed necessary by BMP for the purpose of obtaining permits or regulatory agency approvals, complying with permits from any regulatory agency or gathering data for feasibility studies with respect to Mining Property in areas that do not conflict with the owners use of Owner's Property.
4. Owner also grants BMP the rights of ingress and egress on and over the Owner's Property and the right to use any and all existing roads and build new roads as may be necessary upon Owner's Property in order to conduct, direct or perform any work in connection with such exploration and mining rights and environmental studies. BMP will pay the costs of any new

road construction, and will construct such roads to necessary monitoring sites at locations designated by the Owner.

5. BMP hereby assumes all risk and responsibility for, and shall indemnify and save Owner harmless from and against, any and all claims, demands, costs (including reasonable attorneys' fees), suits or causes of action, for any injury, including death, or damages sustained by any third party or parties, BMP or Owner, their agents, employees, invitees, licensee, or guests while upon Owner' s Property, that is proximately caused by the negligence or willful misconduct of either BMP, or its agents, employees, invitees, licensees or guest.

6. BMP shall be responsible for all unreasonable damages caused to the Owner' s property in the exercise of the rights being conveyed to it herein, and shall promptly repair any such damages weather permitting.

7. Notices shall be sent to Owner at the following address unless BMP receives a letter by certified mail from Owner specifying an address change. The addresses are:

BMP:  
George Parthemos, Pres.  
BMP Investment, Incorporated  
275 Madison Avenue,  
Suite 1505, New York, NY 10016

OWNER:  
John Baugues, Jr.  
Bull Mountain Land Company, LLC  
275 Madison Avenue  
Suite 1505, New York, NY 10016

8. If BMP shall fail to perform any covenant hereof, Owner may terminate this Agreement upon ninety 90 days notice in writing to BMP; provided, however, that BMP may avoid such termination by curing such default within said ninety (90) day period, weather permitting.

9. BMP may carry out its authorized activities through its employees, agents, affiliates, licensees, contractors and agents.

10. BMP may assign all or any portion of this agreement with respect to the Mining Property..

11. This Agreement shall be binding upon and enure to the benefit of the heirs, and assigns of the parties.

DATED the day and year first above written.

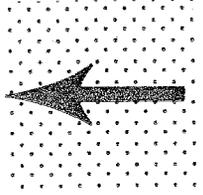
SIGNATURES NEXT PAGE

OWNER:

John Baugues, Jr.  
John Baugues, Jr., Manager

BMP INVESTMENTS, INC. :

George Parthemos  
By: George Parthemos, President



STATE OF NEW YORK )

ss.

COUNTY OF NY )

This instrument was acknowledged before me on the 8 day of July, 2003, by George Parthemos, president of BMP Investments, Inc.

**NOREEN WALSH**  
Notary Public, State of New York  
No. 01WA6053006  
Qualified in Queens County  
Commission Expires January 2, 2007

(SEAL)

Sign: Noreen Walsh  
Print name: Noreen Walsh  
Residing at: Queens NY  
Notary Public for the State of New York  
My Commission Expires: 01/02/2003 >

STATE OF MONTANA )

ss.

COUNTY OF YELLOWSTONE )

This instrument was acknowledged before me on the 9th day of July, 2003, by John Baugues, Jr. as managing partner of Bull Mountain Land Company, LLC.

(SEAL)

Sign: Joe Bebbase  
Print name: JOE BEBBASE  
Residing at:  
Notary Public for the State of Montana  
My Commission Expires: 4/1/2006

LIMITED POWER OF  
ATTORNEY

I, George Parthemos, President of BMP Investments, Inc., hereby authorize Jerry Parmenter of 3202 3<sup>rd</sup> Ave. N. #305, Billings, MT 59101, to execute any and all access agreements for environmental monitoring purposes under the underground mining permit No. 93017. I may revoke this Limited Power of Attorney at any time by faxing an executed copy of a revocation of said power to Joe Gerbase at 406-248-3128 or to Mike Bradford at 406-255-1213. Said revocation shall be effective as to any previously authorizations with the exception of those which have been performed prior to Mike Bradford being made aware thereof, and as to any possible executions by Mike Bradford in the future.

Dated: this 3rd day of June, 2002.

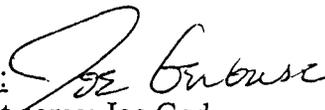
GEORGE PARTHEMOS



President of BMP Investments, Inc.

STATE OF MONTANA            )  
  ss.  
COUNTY OF YELLOWSTONE    )

This instrument was acknowledged before me on the 3rd day of June, 2002, by George Parthemos the President of BMP Investments, Inc.

Sign:   
Print name: Joe Gerbase  
Notary Public for the State of Montana  
My Commission Expires: 4 / 1 / 2006

