

**ENVIRONMENTAL
ACCESS AGREEMENT**

This access agreement is entered into this 3 day of Aug., 2002, by and between BMP Investments, Inc. of 12 East 44th Street - 7th Floor, New York, New York 10017 "BMP" and Raymond W. Raymond of Box 73 Roberts Mt. "Owner" is as follows:

WHEREAS, BMP is applying for transfer of or has acquired coal Permit #93017 as is described upon Exhibit "A", 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 which also set out on Exhibit "A" "Owner's Property";

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

WHEREFORE: it is agreed between the parties as follows:

1. This Agreement shall commence as of the date hereof and shall continue until the first five year term commences. The first five year term shall commence on Aug 3, 2002, and shall terminate on midnight Aug 3, 2007.
2. Because of the mutual benefits to be derived from this Access Agreement in protecting Owner's Property and that property Owner may acquire in the future and the benefits to Mining Property, there shall be no periodic payment of a fee to 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 of 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 roads depicted upon Exhibit "A" or 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. This Agreement may be extended for the longer of eight consecutive five year terms or as many five year terms as are required by state or federal agencies for environmental monitoring with respect to BMP's or its assigns present and future operations. This Agreement shall be extended if BMP mails a certified letter to that effect to the Owner at the address specified above postmarked at least 90 days prior to expiration of the then existing term. No notice shall be required of the Owner as to the initial five year term. 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, Inc.
12 East 44th Street -7th Floor
New York, New York 10017

OWNER:
RAY RAYMOND
PO Box 73
ROBERTS, MT 54070

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. The special provisions, if any, with respect to this Agreement are contained upon Exhibit "B".

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

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

12. 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.

OWNER:

Raymond W. Raymond

BMP:

By: George Parthemos

By: George Parthemos, Pres.

EXHIBIT "A"

MINE PROPERTY DESCRIPTION:

Bull mtw mine # 1

OWNER PROPERTY DESCRIPTION:

Tract 62 Hidden Springs Area
T6W R21E