



EXHIBIT "A"

SPECIAL COVENANTS, AGREEMENTS AND PROVISIONS

Attached to and made a part of Oil and Gas Lease dated June 20, 1989, by and between Visintainer Sheep Co., a Colorado Limited Partnership, of P.O. Box 395, Craig, Colorado 81625, as Lessor, and High Plains Energy Company, of 1600 Broadway, Suite 1565, Denver, Colorado 80202, as Lessee, covering the following described land located in Moffat County, State of Colorado, to-wit:

Township 8 North, Range 91 West, 6th P.M.  
Section 4: Lots 2(47.56), 3(47.54), 4(47.52), SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$   
Section 5: Lot 1(47.58), SE $\frac{1}{4}$ NE $\frac{1}{4}$   
Township 9 North, Range 91 West, 6th P.M.  
Section 33: Lot 13(39.24)

In addition to payment for damages to growing crops as provided herein (and the term "growing crops" shall be construed to include native or planted grains, hays and grasses), Lessee shall pay Lessor for damages to Lessor's pastures and meadow lands, and for damages to livestock on said premises.

LESSEE COVENANTS AND AGREES:

1. To conduct its operations in such a way as to least interfere with the livestock operations of Visintainer Sheep Co., a Limited Partnership, the surface owner. All holes, depressions and excavations dangerous to livestock operations and all sumps caused by Lessee's mineral operations will be fenced with a sheep tight fence so as to prevent loss of and injury to livestock lawfully on said premises.

Upon surrender of said premises Lessee will dry out sumps and drain all fluids out of the sumps and dispose of the same without permitting waste fluids and other substances to injure livestock, and will restore the land so that it will not be hazardous to livestock operations.

2. Lessee will pay equitable compensation to the surface owner, its successors or assigns, or to anyone lawfully on said premises, for any and all damages caused by or resulting from its operations on said property, including but not limited to damages to fences, car gates, ditches, reservoirs, structures and injuries to or loss of livestock, crops, hay and pasture.
3. To not cut or lay down fences and to keep gates closed except when entering and leaving the property.
4. Lessee hereby agrees to suspend Lessee's operations on all lands owned or controlled by Lessor now or hereafter during the lambing or calving season, which shall be no longer than from May 1 to May 31 each year, unless mutually agreed by Lessor and Lessee in writing to do otherwise. In the event an emergency requiring Lessee to enter on lands owned or controlled by Lessor now or hereafter should arise during this period, Lessee shall notify Lessor of the emergency before entering the property. Lessee shall conduct oil and gas operations on lands owned or controlled now or hereafter by Lessor in a manner that will prevent any significant adverse effects on Lessor's operations which may be caused by Lessee's activities and in keeping with this requirement, Lessee shall, among other things, take reasonable steps to reduce noise from compressors installed on wells operated by Lessee.
5. Lessee hereby agrees to control noxious weeds on Lessor's lands disturbed by Lessee's operations, including well site location and access roads to the well site location. The control of noxious weeds will be done through successful vegetation establishment and/or herbicide application. Applications of herbicide will be the responsibility of the lease operator and will comply with all local, state and federal laws and regulations, as well as labeling directions specific to the use of any given herbicide. Lessor shall advise Lessee by certified mail of any noxious weed problem and Lessee shall have forty five (45) days after receipt of such notice to comply, weather permitting.



EXHIBIT "A"  
(Continued)

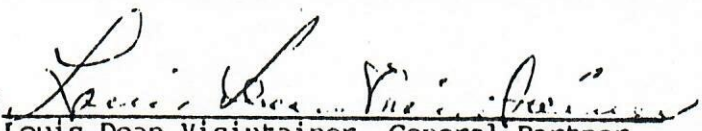
6. Lessee hereby agrees to bury all pipelines below plow depth.

Assignment of this Oil and Gas Agreement is given on the express condition that the assignees shall remain liable for the payment of royalty, rents and performance of the covenants of this Oil and Gas Agreement.

Lessor may require payment of an amount sufficient to compensate for abstracting expense. Abstracting expense, referred to herein will pertain only to transfers under this lease.

It is expressly understood and agreed that the word "gas" as used in this lease shall include, but not be limited to gas from coal seams.

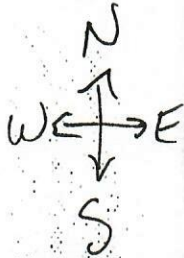
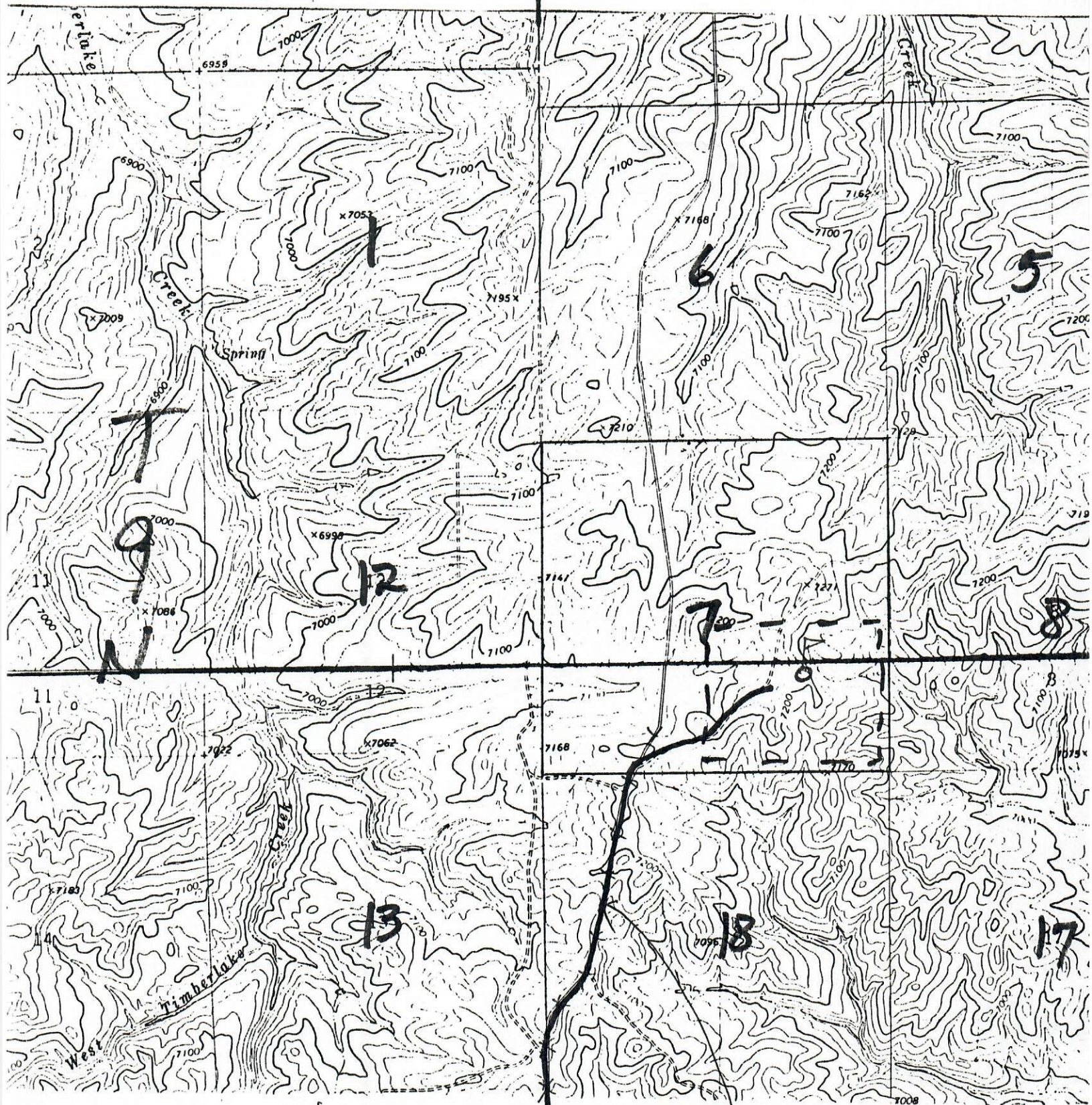
VISINTAINER SHEEP CO., a Limited Partnership

By:   
Louis Dean Visintainer, General Partner



R 92 W

R 91 W



to  
Crag

County Road 3

Visintainer Sheep owns  
all of Section 7.

Abbott fee lease  
covers all of Sec. 7  
and other lands -  
970.10 acres in  
lease

No. Fork #7-1  
Moffat Co., CO





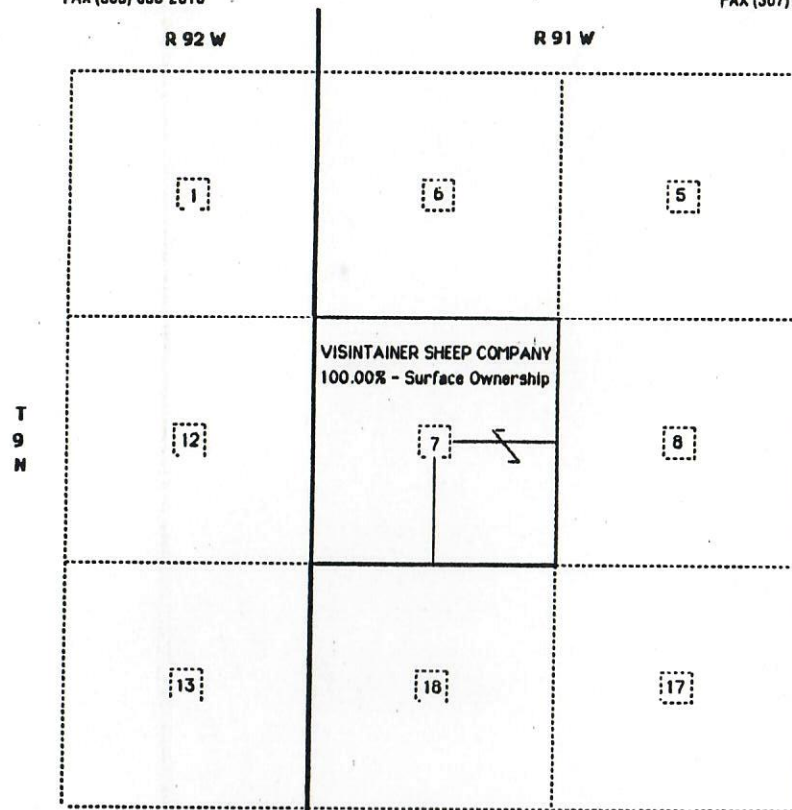


HIGH PLAINS ENERGY COMPANY

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FAX (303) 830-2818

400 S. Gillette Ave., Suite 107  
Gillette, Wyoming 82716  
(307) 686-1655  
FAX (307) 686-1201

12-28



FORTIFICATION CREEK PROSPECT

MOFFAT COUNTY, COLORADO

#1

North Fork #7-1 Well

TOWNSHIP 9 NORTH, RANGE 91 WEST, 6TH P.M.  
Section 7: SE4