

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 5th day of June, 1990, by and between
W. F. CLOUGH aka WILLIAM F. CLOUGH, a single man
302 East Fifth St.
whose post office address is Rifle, Colorado 81650, hereinafter called Lessor (whether one or more) and

BARRETT RESOURCES CORPORATION whose post office address is 1125 17th St., Denver, CO 80202, hereinafter called Lessee;

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE (\$10.00+) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of GARFIELD State of COLORADO described as follows, to-wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A HERETO.
SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF

- and containing 2,100.51 acres, more or less. one (1)
- It is agreed that this lease shall remain in force for a term of ten (10) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.
 - This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
 - In consideration of the premises the said Lessee covenants and agrees:
 - To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
 - To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
 - To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.
 - Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
 - If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
 - Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
 - When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.
 - No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
 - Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
 - Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
 - The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments hereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.
 - Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or re-working operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or re-working operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.
 - All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
 - Lessor hereby covenants and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.
 - Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

W. F. Clough
W. F. Clough aka William F. Clough

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EXHIBIT B

Attached to and made a part of that certain Oil and Gas Lease dated June 5, 1990, between W. F. CLOUGH as Lessor and BARRETT RESOURCES CORPORATION as

Lessee:

"Beginning with the first anniversary date of this lease next ensuing after production is obtained for each year this lease is continued in force by production, if the total royalty paid by Lessee for such year is less than the sum equal to One Dollar (\$1.00) per net mineral acre for each acre of which the lease is in force at the beginning of the particular year, Lessor shall be paid the difference between the total royalties paid by Lessee for such year and One Dollar (\$1.00) per net mineral acre. Upon the expiration of each such year it shall be determined whether Lessor is due any additional royalty under the provisions hereof by multiplying the total number of net mineral acres covered by the Lease at the beginning of the particular year involved by One Dollar (\$1.00) and subtracting from the product the total royalties paid by Lessee for the year. Lessee shall pay Lessor the difference within sixty (60) days after the expiration of such year. Payment may be made in the same manner as provided in this lease for the payment of delay rentals."



W. F. Clough

EXHIBIT A

Attached to and made a part of that certain Oil and Gas Lease dated June 5, 1990, between W. F. CLOUGH, aka WILLIAM F. CLOUGH, as Lessor and BARRETT RESOURCES CORPORATION, as Lessee, the following described property, to-wit:

TOWNSHIP 7 SOUTH, RANGE 96 WEST, 6th P.M.

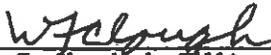
Section 1: SE $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 12: 8 acres of NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying West of the County Road; S $\frac{1}{4}$ N $\frac{1}{4}$ less 47.62 acres and less 2 acres conveyed to Poppla; 25.88 acres in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying Northeast of the County Road
 Section 14: SW $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 22: S $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 23: E $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$, Lot 2 (37.5)
 Section 27: N $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$, Lots 1 (20.50) and 2 (31.50)
 Section 28: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 31: SE $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 32: SW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{4}$ E $\frac{1}{4}$
 Section 33: S $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 2 (33.70), 3 (28.80), 4 (2.50), 9 (35.70), NE $\frac{1}{4}$ NW $\frac{1}{4}$, 23 acres in Lot 1 described in Book 38 at Page 328.

TOWNSHIP 8 SOUTH, RANGE 96 WEST, 6th P.M.

Section 4: Lot 4 (2.79)
 Section 5: Lots 1 (10.12), 2 (18.47), 3 (38.32), 4 (39.53), 5 (19.38), 11 (35.78), 12 (9.19), and SW $\frac{1}{4}$ NW $\frac{1}{4}$
 Section 6: Lots 1 (39.51) and 8 (39.96), NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

It is the intention of Lessor to lease to Lessee all oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors underlying Meander Lands, Accretion Rights and Riparian Rights contiguous to above lands owned or claimed by Lessor, or which may hereafter be established to be owned by Lessor, including, by way of illustration and not of limitation, rights under the Colorado River and its shores, banks and islands.

SIGNED FOR IDENTIFICATION:


 W. F. Clough aka William F. Clough