

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 Popple; 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
 W. F. Clough aka William F. Clough