

EXHIBIT B

\$10,000,000

New York, New York
December 24, 1969

For value received, the undersigned Maker, RETLAW CORPORATION, promises to pay on demand to MORGAN GUARANTY TRUST COMPANY OF NEW YORK, or to its order, at its office at 23 Wall Street, in the City of New York, New York in lawful money of the United States of America, the sum of \$10,000,000 together with interest from the date hereof (i) on the unpaid principal amount from time to time remaining unpaid (ii) on any overdue principal and (iii) to the extent permitted under applicable law, on any overdue installment of interest, in each such case at the rate per annum equal to 1/2 of 1% over the minimum commercial lending rate charged from time to time by Morgan Guaranty Trust Company of New York (such interest rate to be adjusted on the effective date of any change in such minimum commercial lending rate), beginning February 15, 1970, and on the 15th day of each month thereafter until this note is paid in full.

In order to secure this note, RETLAW CORPORATION has of even date herewith executed to William R. Barrett, Jr., Trustee, and John W. Lowe, Trustee, for the use and benefit of Morgan Guaranty Trust Company of New York, and to Morgan Guaranty Trust Company of New York, a Deed of Trust and Assignment covering the interests conveyed by a Conveyance of Production Payment dated December 24, 1969 from Belco Petroleum Corporation, a corporation, as Grantor, in favor of Retlaw Corporation, as Grantee, in the net sum of \$10,000,000 plus an additional amount on the unliquidated balance thereof at the rate per annum equal to 5/8ths of 1% over the minimum commercial lending rate charged from time to time by Morgan Guaranty Trust Company of New York (such interest rate to be adjusted on the effective date of any change in such minimum commercial lending rate) payable out of the percentages therein set forth of all of the oil, gas and other minerals produced from the properties and operating rights owned by the Belco Petroleum Corporation and others, as provided and set out in said Conveyance of Production Payment and Deed of Trust and Assignment. All payments to be made under the Conveyance of Production Payment from its inception shall be paid direct to Morgan Guaranty Trust Company of New York, and shall be applied first to the payment of accrued interest and the balance to principal upon this note. The holder of this note may, at its election relinquish back to the undersigned Maker currently as received a sum equal to the interest differential between 5/8ths of 1% of the minimum commercial lending rate charged from time to time by Morgan Guaranty Trust Company of New York provided in the Conveyance of Production Payment and the rate of interest provided in this note. Such election shall rest with the holder or the payee, or its successor in interest, as the holder of this note and it may also change its election in this regard from time to time in its discretion.

If this note is not paid upon demand and the same is placed in the hands of an attorney for collection, or if collected by suit, or through bankruptcy, probate or other legal proceedings, the Maker agrees that there shall be added to the indebtedness evidenced hereby and collectible from the security herefor as costs of collection and attorney's fees an additional amount of 10% upon the principal and interest hereof then owing.

RETLAW CORPORATION

By _____
President