DISTRICT COURT COUNTY OF GARFIELD, COLORADO 1437 Bannock Street Denver, CO 80202	DATE FILED: April 18, 2023 2:16 PM FILING ID: 48701DC378C9B CASE NUMBER: 2022CV30079
Plaintiff: LANA SCOTT AND DWIGHT COOK INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED, v. Defendant: TEP Rocky Mountain, LLC	▲ COURT USE ONLY ▲
Attorneys for Plaintiffs and the Proposed Class: George A. Barton, Mo. Bar No. 26249 Stacy A. Burrows, Co. Bar No. 49199 Barton and Burrows, LLC 5201 Johnson Drive, Suite 110 Mission, KS 66205 Phone: (913) 563-6250 Fax: (913) 563-6259 Email: george@bartonburrows.com stacy@bartonburrows.com	Case Number: 22CV030079 Div./Ctrm: B

FIRST AMENDED CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Pursuant to C.R.C.P. 15(a), Plaintiffs are filing this First Amended Class Action Complaint without leave of the Court because Defendant TEP Rocky Mountain, LLC (“TEP”) has yet to file a responsive pleading. Nevertheless, Plaintiffs’ counsel has also obtained the written consent of TEP’s counsel.

Plaintiffs Lana Scott ("Scott") and Dwight Cook ("Cook") (collectively "Plaintiffs"), on behalf of themselves and the Class defined below, for their Class Action Complaint against Defendant TEP Rocky Mountain, LLC ("TEP"), alleges as follows:

INTRODUCTION

1. This litigation involves Plaintiffs' claim that TEP has continuously underpaid royalties due to them and the Class defined in Paragraph 2 since August 1, 2020, on natural gas production, including natural gas liquids extracted therefrom, marketed by TEP from wells located in the State of Colorado.

2. Plaintiffs brings this action individually and on behalf of a Class of similarly situated persons and entities pursuant to C.R.C.P. 23(b)(3), consisting of:

> All persons and entities (the "Class"), including their respective successors and assigns, to whom TEP or its affiliates, have paid royalties since August 1, 2020, on natural gas, including natural gas liquids, produced from wells located in the State of Colorado which are subject to the oil and gas leases identified in the attached Exhibit 1. ("the Class Lease Agreements"). The defined Class excludes: (1) agencies, departments, or instrumentalities of the United States of America; and (2) TEP or its affiliates.

JURISDICTION, VENUE, AND PARTIES

3. Plaintiff Scott is a citizen of the State of Idaho, and Defendant has paid royalties to Scott under a Class Lease Agreement between Scott and Defendant based on the production and sale of natural gas, including natural gas liquids.

4. Plaintiff Cook is a citizen of the State of Utah, and Defendant has paid royalties to Cook under a Class Lease Agreement between Cook and Defendant based on the production and sale of natural gas, including natural gas liquids.

5. Defendant TEP is a Delaware limited liability company, with its principal place of business located at 3050 Post Oak Blvd, Suite 1500, Houston, Texas 77056.

6. This Court has subject matter jurisdiction over this action pursuant to Article VI, section 9 of the Colorado Constitution, which provides that the district courts shall have original jurisdiction in all civil, probate, and criminal cases.

7. This Court has personal jurisdiction over TEP pursuant to C.R.S. § 13-1-124(1), because TEP has conducted substantial business transactions in the State of Colorado and the acts and conduct of TEP giving rise to Plaintiff's and the class members' claims occurred in the State of Colorado.

8. Pursuant to C.R.C.P. 98(c), venue is proper in this Court because this is a lawsuit against TEP affecting real property mineral interest located in Garfield County, Colorado, and because Garfield County, Colorado is the county in which the subject matter of this action, or a substantial part thereof, is situated.

FACTUAL ALLEGATIONS

9. Defendant has continuously underpaid the royalties owed to Scott since August 1, 2020 on natural gas sales, including residue gas sales and natural gas liquid ("NGL") sales of ethane, propane, butane, isobutane and pentane, which have been obtained from wells produced by Defendant which are subject to an oil and gas lease between Kenneth McPherson, as the lessor, and John E. Dunn, as the lessee, dated July 3, 1972 ("the McPherson Lease Agreement"). At some point prior to August 1, 2020, Scott acquired a portion of the lessor's interest in the McPherson Lease Agreement.

10. Defendant has continuously underpaid the royalties owed to Cook since August 1, 2020 on natural gas sales, including residue gas sales and NGL sales of ethane, propane, butane, isobutane and pentane, which have been obtained from wells produced by Defendant which are subject to an oil and gas lease between Howard Robinson a/k/a

Charles Howard Robinson and Clarice J. Robinson, as the lessors, and Transcontinent Oil Company, as the lessee, dated October 18, 1967 ("the Robinson Lease Agreement"). At some point prior to August 1, 2020, Cook acquired a portion of the lessor's interest in the Robinson Lease Agreement.

11. On or about August 1, 2020, TEP acquired the lessee's interests under the McPherson Lease Agreement, the Robinson Lease Agreement and the other Class Lease Agreements. TEP subsequently produced natural gas from wells subject to the McPherson Lease Agreement and the Robinson Lease Agreement, and paid royalties to Plaintiffs.

12. Under the McPherson Lease Agreement, TEP is obligated to pay royalties on the natural gas produced pursuant to the following contractual provision:

> In consideration of the premises the said Lessee covenants and agrees: . . .
>
> Second. To pay lessor one-eighth (1/8) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises . . .

13. Under the Robinson Lease Agreement, TEP is obligated to pay royalties on the natural gas produced pursuant to the following contractual provision:

> The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well.

14. Under all of the Class Lease Agreements which are part of the defined Class, TEP has an implied duty to market the gas produced from the wells subject to those Class Lease Agreements, and to pay royalties to Plaintiffs and the proposed class members based upon prices received for marketable natural gas products at the location of the first commercial market. The implied duty to market is incorporated into each of the Class Lease Agreements as a matter of law.

15. The location of the first commercial market for the residue gas produced from the wells at issue is at the delivery points at various interconnects to the long-distance transportation pipelines, where TEP sells residue gas to third party purchasers.

16. The location of the first commercial market for the natural gas liquids produced from the gas wells at issue is at the location where such natural gas liquids are fractionated into five marketable natural gas liquid products, including propane, butane, isobutane, natural gasoline, and ethane, and where such natural gas liquid products are sold to third party purchasers for prices based upon market index prices for such natural gas liquid products, or similar prices.

17. Defendant continues to breach its contractual obligations to Plaintiffs and the class members by underpaying the royalties owed to them under the Class Lease Agreements pursuant to Colorado law. Defendant underpays the royalties by failing to pay royalties to Plaintiffs and the proposed class members based upon prices received for marketable residue gas, and by failing to pay to Plaintiffs and the class members royalties based upon prices received for marketable propane, butane, isobutane, natural gasoline and ethane, as referenced above.

18. Pursuant to the implied duty to market owed by TEP to Plaintiffs and the class members, Defendant is obligated to incur all of the post-production costs necessary to place the natural gas at issue into a condition acceptable for the commercial market, and all of the post-production costs incurred to deliver the marketable natural gas products to the location of the first commercial market. Plaintiffs and the proposed class members are not obligated to share in any of these post-production costs. TEP continues to breach its obligations under the Class Lease Agreements by improperly charging Plaintiffs and the

class members for various post-production costs necessary to place the natural gas produced from the wells at issue into a marketable condition acceptable for the commercial market, and for the post-production costs of delivering the natural gas to the location of the first commercial market.

CLASS ALLEGATIONS

19. The number of persons in the proposed Class is so numerous that joinder of all plaintiffs in this litigation is impracticable. On information and belief, there are more than 100 members of the proposed Class.

20. There are numerous questions of law or fact which are common to the claims of the named Plaintiffs and the Class. The common questions include, without limitation, the following:

a) Whether Defendant has a common contractual obligation to pay royalties to the named Plaintiffs and the Class based upon prices received at the location of the first commercial market for marketable residue gas and marketable natural gas liquid products;

b) Whether the location of the first commercial market for the residue gas sold by Defendant was beyond the tailgate of the gas processing plant, and at the location where Defendant sells the residue gas to third party purchasers;

c) Whether the location of the first commercial market for the natural gas liquid products which are produced from the gas wells at issue is at the location where the natural gas liquid mix was fractionated into five marketable natural gas liquid products—ethane, propane, butane, isobutane and pentane—and then sold to third party purchasers;

d) Whether Defendant breached its contractual obligations to the class members by calculating and paying royalties to the named Plaintiffs and the class members on the residue gas based on a dollar figure which is less than the sales proceeds for the residue gas which Defendant sells to third party purchasers; and

e) Whether Defendant has breached its contractual obligations to the class members by calculating and paying royalties for the marketable natural gas liquid products based upon a dollar figure which is less than the prices received on the sale of the five marketable natural gas liquid products which are sold to third party purchasers.

21. The claims of the named Plaintiffs are typical of the claims of the proposed class members.

22. Plaintiffs are an adequate representative of the proposed Class because Plaintiffs will fairly and adequately protect the interests of the Class and will vigorously prosecute the claims of the proposed Class against Defendant. In addition, their attorneys are experienced in litigating class action royalty underpayment cases against natural gas producers and will vigorously prosecute the royalty underpayment claims at issue on behalf of herself and the Class.

23. The predominance requirement under C.R.C.P. 23(b)(3) is satisfied because the common issues of law and fact predominate over any individual issues which may exist.

24. The maintenance of this case as a class action on behalf of the defined Class is superior to other available methods for the fair and efficient adjudication of the claims of the members of the proposed Class against Defendant. It would be unduly burdensome for this Court to individually adjudicate the claims of each class member against Defendant.

GENERAL FACTUAL ALLEGATIONS

25. The Class Lease Agreements at issue, including the McPherson and Cook Lease Agreements, do not expressly address the allocation of post-production costs incurred after the natural gas is severed from the wellhead in order to render production marketable and deliver it to the commercial market, such as fees and charges for gathering, compression, dehydration, treatment, processing, and fractionation (collectively referred to herein as "post-production costs"). The Class Lease Agreements are "silent" as to the allocation of post-production costs.

26. Each of the Class Lease Agreements include an implied duty to market which is incorporated into each such Agreement as a matter of law.

27. During all relevant times, the natural gas produced and sold by Defendant pursuant to the Class Lease Agreements was not marketable when it was produced from the wellhead, was not put into a marketable condition until after it was separated, gathered, dehydrated, compressed, treated, processed, marketed, and delivered to the commercial market, which was beyond the tailgate of the processing plant.

28. The first commercial market for the residue gas which Defendant produces in Colorado was at interconnects to the long-distance interstate pipelines, where the residue gas is delivered and sold to third party purchasers.

29. During all relevant times, the commercial market for the natural gas liquid products which Defendant produce in Colorado is at a point where the natural gas liquid stream, or Y grade mix, is fractionated into the five natural gas liquid products, and sold to third party at various distant markets.

30. Defendant produces, renders marketable, and sells the natural gas on which it pays royalties to Plaintiffs and the Class pursuant to various contractual arrangements, including gathering, percentage of proceeds, keep whole, and other sale and service arrangements with various third-party entities.

31. Plaintiffs and the proposed class members have the right to be paid royalties based upon the actual prices received on the sale of the residue gas which Defendant sells to third party purchasers. Defendant, however, consistently calculates a net royalty value for the royalties paid to Plaintiffs and the class members by failing to pay royalties on the actual sales prices received by Defendant on the sale of residue gas, and by deducting post-production costs from the prices which Defendant receives on the sale of the residue gas to third party purchasers.

32. Plaintiffs and the class members have the right to be paid royalties based upon the actual prices received on the sale of the five natural gas liquid products to third party purchasers at the first commercial market. Defendant, however, consistently calculates a net royalty value for the royalties paid to Plaintiffs and the class members by failing to pay royalties on the actual sales prices received on the sale of the five natural liquid products to third party purchasers.

33. During all relevant times, Defendant used a common method of calculating and paying royalties to the members of the Class, which include the deduction of various

post-production costs from the price of the residue gas and natural gas liquids sold to third party purchasers, and which include the failure to pay royalties based upon the prices received for residue gas and the five natural gas liquid products.

34. The fees and charges that Defendant deducts in the calculation and payment of royalties to Plaintiffs and the Class from the natural gas liquids and residue gas proceeds are post-production costs for services required to place the natural gas into a marketable condition. No commercial market for the natural gas exists for any of the gas produced and sold by Defendant until such services are performed, and until such post-production costs are incurred.

FIRST CLAIM FOR RELIEF
(TEP's Breach of the Class Lease Agreements)

35. The allegations contained in Paragraphs 1 through 34 inclusive, are restated and incorporated by reference herein.

36. Since August 1, 2020, and continuing through the present, TEP has failed to properly pay royalties to Plaintiffs and the proposed class members in at least the following respects: (a) by deducting a proportionate share of the fees and costs for gathering, compression, dehydration, treatment, processing, and other marketing costs incurred to make the natural gas marketable, in the calculation of the royalties paid to Plaintiffs and the members of the Class; and (b) by failing to pay royalties based on the proceeds received on the sales of the residue gas and the five natural gas liquid products to third party purchasers of such residue gas and natural gas liquid products.

37. TEP has breached the provisions of the Class Lease Agreements at issue by failing to properly calculate and pay royalties to Plaintiffs and the proposed class members, in the manner described above.

38. Plaintiffs and the Class have sustained substantial damages as a direct consequence of such breaches and are entitled to judgment in their favor and against TEP in an amount to be determined at trial.

SECOND CLAIM FOR RELIEF
(Claim for Declaratory Relief)

39. The allegations contained in contained in Paragraphs 1 through 38 inclusive, are restated and incorporated by reference herein.

40. A controversy exists between Plaintiffs and the proposed Class and TEP concerning the manner in which future royalties on natural gas production from the wells at issue should be paid to Plaintiffs and the proposed Class, as described above, with respect to royalties to be paid to the Class members after the date of the final judgment in this case.

41. Plaintiffs and the proposed Class request that the Court enter a declaratory judgment declaring that TEP is required to pay royalties to the members of the proposed Class based on the full amount of proceeds received on the sale of residue gas and NGL's to third party purchasers, without deduction of post-production costs.

42. The claims for declaratory relief of the Plaintiffs and the proposed Class should be certified for class action treatment.

43. Pursuant to C.R.C.P. 57, this Court should enter its order for the declaratory relief requested above.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for the following relief:

A. An Order that the claims asserted herein by Plaintiffs on behalf of the defined Class should be certified as a class action pursuant to C.R.C.P. 23(b)(3), that

Plaintiffs be appointed Class Representative, and that Plaintiffs' Counsel be appointed Class Counsel;

B. A judgment in favor of Plaintiffs and the Class against TEP for damages sustained as a result of TEP's breach of the Class Lease Agreements, including TEP's breach of its implied duty to market, in an amount to be determined at trial;

C. An award of prejudgment interest on all royalty underpayments at the Colorado statutory rate of eight percent per annum, compounded annually;

D. A declaratory judgment declaring the appropriate method for TEP's calculation of future royalties on natural gas product sales in accordance with the method described in Paragraph 41 of this Class Action Complaint;

E. An award of court costs; and

F. Such further relief as the Court deems just.

JURY DEMAND

PLAINTIFFS DEMAND A JURY TRIAL ON ALL ISSUES SO TRIABLE.

DATED: April 18, 2023

/s/ Stacy A. Burrows

Stacy A. Burrows, Co. Bar. No. 49199
George A. Barton, Mo. Bar No. 26249
Barton and Burrows, LLC
Mission, KS 66205
(913)563-6255

ATTORNEYS FOR PLAINTIFFS AND THE PROPOSED CLASS

DATE FILED: April 18, 2023 2:16 PM
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EXHIBIT 1

Number	Document Date	Lessor	Lessee
1	4/8/2005	2Quiat, LLC	Antero Resources II Corporation
2	7/24/2000	2Quiat LLC	Park Hill Resources LLC
3	5/9/2002	2Quiat LLC	Calpine Natural Gas Company
4	5/12/1972	Alfred Patch a/k/a Alred L. Patch	John E. Dunn
5	12/13/2002	Alice Boulton, Attorney-In-Fact for John R. Boulton (Wife and Husband)	Calpine Corporation
6	3/5/2003	B.J.J. Partners	Calpine Corporation
7	1/23/2003	Barbara J. Stone	Calpine Corporation
8	1/2/1996	Barry Stout	Vessels Oil & Gas Company
9	4/12/2001	Bay Minerals, LLC	Calpine Natural Gas Company
10	3/5/2003	Bay Minerals, LLC	Calpine Corporation
11	9/15/1972	Bessie Natalie Meisner	John E. Dunn
12	9/29/1972	Bessie Natalie Meisner	John E. Dunn
13	3/29/2001	Betty Houseman, an Attorney in Fact for Esther Ukele	Park Hill Resources LLC
14	7/3/1972	Bobby McPherson a/k/a Bobby L. McPherson	John E. Dunn
15	8/5/1996	Calvin P. Alsbury and Jenifer L. Alsbury (Husband and Wife)	Vessels Oil & Gas Company
16	2/17/1972	Carl Hasselbush and Clara Hasselbush	John E. Dunn
17	7/15/1980	Carol Ann Willumsen	Exxon Corporation
18	10/18/1967	D.W. Yeakel and Mollie Yeakel (Husband and Wife)	Transcontinent Oil Company
19	6/11/2003	Debra K. Engelhardt	Calpine Corporation
20	4/3/1972	Dene A. Hangs	John E. Dunn
21	3/8/1996	Dennis Carey and Chris McGovern (Husband and Wife)	Vessels Oil & Gas Company
22	9/15/1972	Donald A. McPherson	John E. Dunn
23	4/30/2003	Donald L. Currie and Kathie Currie (Husband and Wife)	Calpine Corporation
24	11/19/2001	Edna Haselbush	Calpine Natural Gas Company
25	7/9/1990	Edward L. Kreimier, Jr. and Barbara Ann Kreimier, (Husband and Wife)	Kinney Oil Corrporation
26	7/3/1972	Eileen G. Silverman a/k/a Eileen M. Silverman	John E. Dunn
27	7/3/1972	Eileen G. Silverman a/k/a Eileen M. Silverman,	John E. Dunn

EXHIBIT 1

		conservatrix of the Estate of Mary E. Skelly	
28	3/28/2003	Emmie M. Landrum	Calpine Corporation
29	11/9/1972	Essie Fern Bagley	John E. Dunn
30	10/18/1967	Esther Ukele, an heir of E. A. Hasselbush, deceased, and Charles Hasselbush, deceased	Transcontinent Oil Company
31	5/12/1972	Ethel Hess	John E. Dunn
32	11/9/1972	Flora Pearl Raley	John E. Dunn
33	5/12/1972	Fred C. Alsbury and Pauline B. Alsbury (Husband and Wife)	John E. Dunn
34	11/29/2000	Frederick E. Alsbury III	Park Hill Resources LLC
35	2/24/2003	Gary Ray Gierhart, one of the heirs to the Estate of Jesse W. Gierhart	Calpine Corporation
36	11/9/1972	George C. Bagley, Charles A. Bagley, and George E. Bagley	John E. Dunn
37	3/17/2003	George Henry Boulton	Calpine Corporation
38	2/5/2004	George W. Ferguson and Judy L. Ferguson (Husband and Wife)	Calpine Corporation
39	5/12/1972	Gladys Hess	John E. Dunn
40	7/3/1972	Harold C. Carmack and Juanita A. Carmack (Husband and Wife)	Mountain Fuel Supply Company
41	10/18/1967	Harold E. Hangs	Transcontinent Oil Company
42	10/18/1967	Howard Robinson a/k/a Charles Howard Robinson and Clarice J. Robinson (Husband and Wife)	Transcontinent Oil Company
43	3/14/2001	Howard William Ukele and Lynn Ukele (Husband and Wife)	Park Hill Resources LLC
44	7/3/1972	J. Robb Robinson and Geneil S. Robinson (Husband and Wife)	John E. Dunn
45	7/3/1972	J. Robb Robinson and Geneil S. Robinson (Husband and Wife)	John E. Dunn
46	10/3/1967	J.H. Jackson and Virginia Isabelle Jackson (Husband and Wife)	Transcontinent Oil Company
47	7/3/1972	James F. Gorrell	John E. Dunn

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48	3/30/1990	John B. Boulton, Jr. and Shirley I. Boulton (Husband and Wife)	Kinney Oil Corrporation
49	2/27/2001	John R. Anderson and Sharon Anderson (Husband and Wife)	Calpine Natural Gas Company
50	3/30/1990	John R. Boulton and Alice D. Boulton (Husband and Wife)	Kinney Oil Corrporation
51	12/23/2002	John R. Boulton, Jr. a/k/a J.R. Boulton	Calpine Corporation
52	3/30/1990	Joseph Albert Wells and Darlene Ann Wells (Husband and Wife)	Kinney Oil Corrporation
53	2/24/2003	Joyce Evelyn Walker, one of the heirs to the Estate of Jesse W. Gierhart	Calpine Corporation
54	6/12/2000	Joyce June Cerise	Park Hill Resources LLC
55	6/12/2000	Karl Wayne Benzel	Park Hill Resources LLC
56	6/6/2000	Karolyn Beth Deason, f/k/a Karol Beth Tyree	Park Hill Resources LLC
57	3/30/1990	Kay Bumguardner, a/k/a Kay Bumgardner, f/k/a Kay Steele (Also Custodian to Charles Lee)	Kinney Oil Corrporation
58	3/5/2001	Kay Ukele	Park Hill Resources LLC
59	4/7/2003	Kelly R. Protz and Karen Protz (Husband and Wife)	Calpine Corporation
60	7/3/1972	Kenneth A. McPherson	John E. Dunn
61	Feb-93	Kenneth H. Stroder and Irland F. Stroder (Husband and Wife)	Timberline Energy, Inc.
62	6/12/2000	Korene E. Eichner	Park Hill Resources LLC
63	10/22/2003	Krys Moquin	Calpine Natural Gas, L.P.
64	2/24/2003	Laurence G. Gierhart a/k/a Laurence Grant Gierhart, one of the heirs to the Estate of Jesse W. Gierhart	Calpine Corporation
65	5/12/1972	Lawrence P. Skelly a/k/a Lawrence M. Skelly (single man) and Rose A. Skelly (single woman)	John E. Dunn
66	4/8/2005	Left Hand Resources, LLC	Antero Resources II Corporation
67	7/24/2000	Left Hand Resources, LLC	Park Hill Resources LLC
68	5/9/2002	Left Hand Resources, LLC	Calpine Natural Gas Company

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69	12/7/2001	Leora M. Hazelbush, as Trustee of the Leora M. Hazelbush Trust dated 1995	Calpine Natural Gas Company
70	4/30/1990	Lewis E. Hoy and Emma Jo Hoy (Husband and Wife)	Kinney Oil Corrporation
71	4/2/1982	Linda S. Flower	John E. Dunn
72		Loreene Huggett Bauch, a widow - c/o Robert Baugh	Kinney Oil Corrporation
73	7/9/1990	Loreene Huggett Baugh, a widow - c/o Robert Baugh	Kinney Oil Corrporation
74	3/15/1982	M. J. Rubald and Ozella Rubald (husband and Wife)	Koch Exploration Company
75	7/3/1972	Mabel Dean Robinson	John E. Dunn
76	10/18/1967	Mabel Dean Robinson and Audrey Dean Stocker	Transcontinent Oil Company
77	4/12/2001	Magic M&R LLC	Calpine Natural Gas Company
78	12/9/2002	Marian Eileen Wooding	Calpine Corporation
79	4/12/2001	Marie Herzog	Calpine Natural Gas Company
80	Nov-93	Mark W. Linkenhoker and Cynthis S. Linkenhoker (Husband and Wife)	Timberline Energy, Inc.
81	8/23/2000	Marshall Quiat	Park Hill Resources LLC
82	6/20/2002	Marshall Quiat	Calpine Natural Gas Company
83	4/12/2001	Martin Herzog	Calpine Natural Gas Company
84	9/15/1972	Mary Goldena Raley	John E. Dunn
85	8/9/2000	May Kwok Keating	Park Hill Resources LLC
86	4/2/1982	Mercedes Van Fleet	Snyder Oil Company
87	7/3/1972	Milton Warren Mcpherson a/k/a Warren McPherson	John E. Dunn
88	4/25/2006	MIMONTE LLC, REGISTERED AGENT: MAY M. KWOK	Apollo Energy, LLC
89	4/3/1972	Neil S. Mincer	John E. Dunn
90	4/3/1972	Neil S. Mincer	John E. Dunn
91	3/17/1982	Otis Jacoby	Koch Exploration Company
92	3/30/1990	Owen E. Boulton and Josephine Boulton (Husband and Wife)	Kinney Oil Corrporation
93	5/23/1990	Owen E. Boulton and Josephine Boulton (Husband and Wife)	Mobil Oil Corporation
94	10/30/1967	Pauline Hazelbush a/k/a Pauline Hasselbush, sole heir of Walter Hasselbush	Transcontinent Oil Company

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95	7/9/1990	Perry L. Will and Susan M. Will (Husband and Wife)	Kinney Oil Corrporation
96	6/9/2000	Phyllis A. Joslin, as Personal Representative of Estate of Neil S. Mincer, deceased	Park Hill Resources LLC
97	1/8/1991	Ray L. Miller and Ruth Miller	Torch Energy Associates
98	8/24/2007	RDLJ LLC, REGISTERED AGENT - Dwight M. Whitehead	Apollo Energy, LLC
99	3/30/1990	Rene Barge	Kinney Oil Corrporation
100	11/21/2001	Renee` Buzarde	Calpine Natural Gas Company
101	4/23/2003	Richard Altman & Company	Calpine Corporation
102	5/10/2004	Richard L. Williams and Kaethe Ellis-Williams (Husband and Wife)	Calpine Corporation
103	12/13/2002	Rifle Land & Cattle Company, a Partnership	Calpine Corporation
104	5/23/1990	Rifle Land & Cattle Company, a Partnership	Mobil Oil Corporation
105	4/3/1972	Robert C. Young and Dorothy B. Young (Husband and Wife)	John E. Dunn
106	5/22/2000	Robert C. Young and Jeris N. Young (Husband and Wife)	Park Hill Resources LLC
107	7/12/2000	Robert Keller, as Guarding of Robert Karl Keller, a minor *at that time*	Park Hill Resources LLC
108	3/15/2001	Robert L. Ukele	Park Hill Resources LLC
109	12/9/2002	Robert Owen Boulton a/k/a Robert O. Boulton	Calpine Corporation
110	5/23/1990	Robert Owen Boulton a/k/a Robert O. Boulton and Esther Boulton (Husband and Wife)	Mobil Oil Corporation
111	3/30/1990	Robert Owen Boulton and Esther Boulton (Husband and Wife)	Kinney Oil Corrporation
112	3/19/1982	Robert R. Hasselbush and Carole A. Hasselbush (Husband and Wife)	Koch Exploration Company
113	3/30/1990	Roger L. Swanson	Kinney Oil Corrporation
114	9/8/2000	Ronald W. Alsbury	Park Hill Resources LLC
115	12/10/2001	Ruby Lea Toles, executor of the estate of Pauline Hazelbush a/k/a Polly Hazelbush	Calpine Natural Gas Company

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116	4/30/2003	Sandra S. Lloyd and Thomas K. Lloyd (Wife and Husband)	Calpine Corporation
117	6/22/2000	Sharon A. Alsbury Cole	Park Hill Resources LLC
118	11/9/1972	Stella Caroline McClung	John E. Dunn
119	10/3/1967	Sweeny's Inc., a Colorado Corporation	Transcontinent Oil Company
120	3/30/1990	Terry L. Kubik and Sara B. Kubik (Husband and Wife)	Kinney Oil Corrporation
121	7/15/1981	Thomas Boyd Rees	Exxon Corporation
122	2/10/2003	Vivian F. Stark	Calpine Corporation
123	11/13/1967	W. C. Haselbush and Muriel Haselbush, his wife and Robert L. Haselbush and Edna M. Haselbush, his wife, and heirs of Paul Haselbush	Transcontinent Oil Company
124	5/6/1996	William B. Jackson, Jr.	Vessels Oil & Gas Company