

DISTRICT COURT, COUNTY OF GARFIELD, COLORADO 109 8th Street, Suite 104 Glenwood Springs, CO 81601	DATE FILED August 8, 2025 12:55 PM FILING ID: 431A5A8A6DA1B CASE NUMBER: 2019CV30036
Plaintiff: JOLLEY POTTER RANCHES ENERGY CO, LLC, v. Defendant: TEP ROCKY MOUNTAIN LLC.	<div style="text-align: center;">▲ COURT USE ONLY ▲</div>
Nathan A. Keever, #24630 DUFFORD WALDECK 744 Horizon Court, Suite 300 Grand Junction, CO 81506 Phone: (970) 241-5500 keever@dwmk.com <i>Attorney for Plaintiff and the Plaintiff Class</i> Christopher A. Chrisman, #33132 Michelle R. Seares, #54455 HOLLAND & HART LLP 555 17th Street, Suite 3200 P.O. Box 8749 Denver, CO 80201-8749 Telephone: (303) 295-8000 Facsimile: (303) 295-8261 cachrisman@hollandhart.com mrseares@hollandhart.com <i>Attorneys for Defendant TEP Rocky Mountain LLC</i>	Case Number: 2019-CV-30036 Div.: A Ctrm.:
<div style="text-align: center;">JOINT MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT</div>	

Plaintiff Jolley Potter Ranches Energy Co., LLC (“Jolley Potter”), on behalf of itself and the certified class of royalty owners defined in paragraph 9 below (together, the “Plaintiff Class”) and Defendant TEP Rocky Mountain LLC (“TEP”) (collectively, the “Parties”), respectfully move

this Court for final approval of the Parties' class-action settlement agreement (the "Settlement Agreement") dated June 2, 2025, and filed with the Court on June 25, 2025. *See* Settlement Agreement, attached as Exhibit 1.

As grounds for this Joint Motion, the Parties state as follows:

BACKGROUND

1. Jolley Potter, the Plaintiff Class, and TEP own interests in oil and natural gas produced in Colorado. Jolley Potter and the Plaintiff Class own royalty interests in certain oil and gas leases of the type categorized as Category 2 Royalty Instruments in the case styled, *Lindauer v. Williams Production RMT Company*, Case No. 2006cv317.

2. On February 19, 2019, Jolley Potter filed its class action complaint against TEP in the District Court of Garfield County, Colorado. *See* Compl. (2/19/2019).

3. Jolley Potter, individually and on behalf of itself and the Plaintiff Class, alleges that TEP, formerly known as WPX Rocky Mountain, LLC, improperly deducted gathering and gathering-related fuel costs when calculating royalties paid on the production and sale of natural gas from February 2013 through December 2020, claiming these deductions were prohibited by the Parties' oil and gas leases. These claims are described more fully in the Settlement Agreement (the "Class Claims").¹ *See* Exhibit 1, ¶¶ A, C. TEP denied Jolley Potter's claims and asserted two counterclaims and affirmative defenses. *See generally* Answer and Countercls. (5/8/2019).

4. Also on February 19, 2019, Jolley Potter sued TEP in the United States District Court for the District of Colorado in a case styled *Jolley Potter Ranches Energy Co., LLC v. TEP*

¹ All capitalized terms not otherwise defined shall have the same meanings ascribed to them in the Settlement Agreement.

Rocky Mountain LLC, Case No. 19-cv-00495 (the “*Jolley Potter* Federal Action”). In the *Jolley Potter* Federal Action, Jolley Potter on behalf of itself and a class of similarly situated royalty owners, alleged TEP underpaid royalties on the production and sale of natural gas and liquid hydrocarbons from August 2011 through December 2020. TEP denied Jolley Potter’s claims for royalty underpayment. The Court in the *Jolley Potter* Federal Action certified Jolley Potter’s claims as a class action pursuant to Fed. R. Civ. P. 23(b)(3). After further litigation, the parties entered into a settlement agreement resolving the case on a class-action basis (the “*Jolley Potter* Federal Settlement Agreement”).

5. For over three years, the Parties engaged in extensive fact discovery on issues related to class certification, including written discovery and document and data production relevant to TEP’s payment of royalties on the production and sale of natural gas during the Class Period. In July 2021, the Parties agreed to postpone additional discovery, as well as to forego setting a scheduling conference for expert discovery and class certification briefing, in order to conduct settlement discussions. Despite the exchange of extensive and complex royalty accounting data for settlement purposes, and the Parties’ good faith efforts to reach a voluntary resolution of Jolley Potter’s claims, the Parties’ initial settlement discussions were unsuccessful. *See* Joint Status Report (9/21/2021); Joint Status Report (5/25/2022).

6. On June 1, 2022, the Parties filed a Stipulation and proposed Scheduling Order (“Stipulation”), stipulating to class certification, the scope of the litigation, and the amount at issue. *See* Stipulation (6/1/2022). The Court entered an Order adopting the Parties’ Stipulation. *See* Order (6/2/2022).

7. The Parties then filed a Joint Submission of Stipulated Order Regarding Class Certification (“Joint Submission of Stipulated Order”), which requested that the Court enter an order certifying a class action pursuant to C.R.C.P. 23(b)(3) in accordance with the Stipulation. *See* Joint Submission of Stipulated Order (6/30/2022).

8. By Order dated June 30, 2022, the Court certified the Plaintiff Class pursuant to C.R.C.P. 23(b)(3) in accordance with the Parties’ Joint Submission of Stipulated Order, appointed Jolley Potter as the Class Representative, appointed Jolley Potter’s attorneys Nathan Keever, G.R. Miller, David Seely, and Ryan Meyer as Class Counsel, approved the form and contents of the notice of class certification to be mailed to Plaintiff Class members, and established the deadline and manner for Plaintiff Class members to request exclusion from the certified class. *See* Order Certifying a Class Action (6/30/2022).

9. The Plaintiff Class, certified by the Court pursuant to C.R.C.P. 23(b), is defined as follows:

The persons or entities who own oil and gas leases of the type categorized as Category 2 Royalty Instruments in *Lindauer v. Williams Production RMT Company*, Case No. 2006cv317 filed in the District Court in and for Garfield County, Colorado and have received royalty or overriding royalty payments on behalf of TEP Rocky Mountain LLC (TEP) from sales of natural gas produced in Garfield County during and after the production month of February 2013 until December 2021; whether or not such persons or entities are included in the certified *Lindauer* Class; and excluding from such Class:

(1) TEP, WPX Energy Rocky Mountain, LLC, Williams Production RMT Company, LLC, Williams Production RMT Company, and any of their affiliates;

(2) NYSE or NASDAQ listed entities (together with their subsidiaries and affiliates) engaged in oil and gas exploration and production; and

(3) those owners to the extent their interests are subject to the class-action settlement entered into in *Sefcovic v. TEP Rocky Mountain, LLC*, Case No. 17-cv-01990-MSK-MEH filed in the United States District Court for the District of Colorado.

See Order (6/30/2022) ¶ 5.

10. On July 13, 2022, Class Counsel provided notice of the certified Class in the form of notice approved by the Court as reasonable and providing the best practicable notice. *See* Aff. of Amanda Gorney (6/11/2025). No Class members exercised their right to exclude themselves from the Plaintiff Class. *See* Decl. of Nathan A. Keever, attached as Exhibit 2, ¶ 15.

11. Following the Court's certification of the Plaintiff Class, the Parties continued to engage in extensive fact and expert discovery relevant to the Class Claims. *See id.* ¶¶ 8-9; Decl. of Christopher A. Chrisman, attached as Exhibit 3, ¶ 6. Class Counsel and TEP's attorneys retained experienced royalty accounting, gas production, and marketing experts to analyze the data and determine the amounts at issue. Given the size and complexity of the data, the Parties and their experts spent significant time examining the relevant royalty accounting information. The Parties' experts also prepared extensive expert reports relevant to the Class Claims. Exhibit 2, ¶ 9; Exhibit 3, ¶ 6.

12. On April 4, 2023, the Parties filed cross-motions for summary judgment, and completed briefing on cross-motions for summary judgment on May 24, 2023. The Parties also appeared before the Court for oral argument on the Parties' cross-motions for summary judgment on February 14, 2024. By Order dated July 18, 2024, the Court denied the Parties' cross-motions for summary judgment. *See* Order Denying Cross-Mots. for Summ. J. (7/18/2024).

13. Following the Court’s denial of the Parties’ cross-motions for summary judgment, the Parties re-engaged in the settlement discussions in order to resolve the Class Claims, including exchanging additional significant royalty accounting data. *See Exhibit 2*, ¶ 10; *Exhibit 3*, ¶ 8.

14. On June 2, 2025, the Parties reached the Settlement Agreement that fully resolves the Class Claims. *See Exhibit 1*.

15. The Parties sought preliminary approval of the Settlement Agreement on June 25, 2025, which the Court preliminarily approved as fair, reasonable, and adequate on June 26, 2025. *See Joint Mot. for Prelim. Approval (6/25/2025); Order Preliminarily Approving Proposed Class Settlement Agreement (6/26/2025) (the “Preliminary Approval Order”)* ¶ 8. The Court also approved the proposed form of notice as reasonably and adequately informing the Plaintiff Class members of the settlement terms, and providing an adequate opportunity for Plaintiff Class members to object to the reasonableness of the Settlement Agreement. *See Preliminary Approval Order* ¶¶ 14, 17. The Court further determined that it was unnecessary to require a second opportunity for Plaintiff Class members to elect to exclude themselves from the Plaintiff Class. *See id.*

16. At the Court’s instruction, Class Counsel mailed notice of the Settlement Agreement to the Plaintiff Class members on July 3, 2025. *See Aff. of Jacqueline English (7/14/2025)*.

17. After notifying the Plaintiff Class of the Settlement Agreement, Class Counsel received several inquiries from Plaintiff Class members, which Class Counsel were able to address based on information provided in the case. *See Exhibit 2*, ¶ 15. No Plaintiff Class member has

expressed any concerns or misgivings about the Settlement Agreement to Class Counsel. *See id.* To this date, no Plaintiff Class member has objected to the Settlement Agreement. *Id.*

18. The deadline for Plaintiff Class members to object to the proposed Settlement Agreement is August 15, 2025, which is 14 days before the scheduled date for the final fairness hearing. *See* Preliminary Approval Order (6/26/2025) ¶ 20. To date, the Parties have received no Plaintiff Class member objections to the fairness, reasonableness, or adequacy of the proposed Settlement Agreement. *See Exhibit 2*, ¶ 15.

THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE

19. The proposed Settlement Agreement is fair, reasonable, and adequate, and should be finally approved. *Helen G. Bonfils Found. v. Denver Post Emps. Stock Tr.*, 674 P.2d 997, 998 (Colo. App. 1983). As for the Plaintiff Class members, TEP's payment of \$900,962.12 represents a significant portion of the alleged damages calculated by the Parties. *See Exhibit 2*, ¶ 14.

20. After mailing notice of the proposed settlement to absent Plaintiff Class members, the Plaintiff Class members' reaction to the Settlement Agreement has been very positive. *See id.* ¶ 15. Since Class Counsel provided notice, they have received no objections to the Settlement Agreement or the Court giving it final approval. *See id.*

21. C.R.C.P. 23(e) requires the Court's approval of a class-wide settlement agreement to ensure that it is fair, reasonable, and adequate. *See Thomas v. Rahmani-Azar*, 217 P.3d 945, 947 (Colo. App. 2009) (citations omitted). So long as the negotiated agreement appears fair, reasonable, and adequate, it should be approved in accordance with the strong public policy favoring the settlement of complex litigation. *Helen G. Bonfils Found.*, 674 P.2d at 998; *Alvarado Partners, L.P. v. Mehta*, 723 F. Supp. 540, 551 (D. Colo. 1989); *see also Goebel v. Colo. Dep't of*

Insts., 764 P.2d 785, 794 n.12 (Colo. 1988) (federal cases under Fed. R. Civ. P. 23 are persuasive because C.R.C.P. 23 is “virtually identical” to the federal rule). Factors that govern the Court’s inquiry are (1) whether the proposed settlement was fairly and honestly negotiated; (2) the strength of the plaintiff’s case; (3) the risk and expense of further litigation and the amount of the settlement; (4) experience and views of counsel; and (5) the reaction of the interested parties to the settlement. *Thomas*, 217 P.3d at 948 (citations omitted).

a. Fair and Honest Negotiations. Negotiations are fair and honest when conducted at an arm’s length by experienced counsel. *See, e.g., Alvarado Partners, L.P.*, 723 F. Supp. at 547 (negotiations were fair where seasoned attorneys conducted negotiations with professionalism, and no party raised concerns of collusion or improper pressure); *Belote v. Rivet Software, Inc.*, 2014 LEXIS 110684, at *6 (D. Colo. Aug. 11, 2014) (same). The “vigor with which the case is prosecuted” also warrants approval. *Ashley v. Reg’l Transp. Dist. & Amalgamated Transit Union Div. 1001 Pension Fund Tr.*, 2008 LEXIS 13069, at *15 (D. Colo. Feb. 11, 2008) (citation and quotations omitted) (approving settlement where parties “conducted extensive discovery which is sufficient to evaluate the merits of the claims and defenses as well as the efficacy of the settlement”); *see also Tuten v. United Airlines, Inc.*, 41 F. Supp. 3d 1003, 1007 (D. Colo. 2014) (approving settlement where experienced counsel undertook voluntary discovery, retained experts, and negotiated a damages methodology).

Here, Class Counsel have extensive experience prosecuting royalty underpayment cases in Colorado and elsewhere. *See Exhibit 2*, ¶¶ 3-7. They have litigated, and successfully resolved, a number of other very significant royalty underpayment cases on behalf of Colorado royalty owners. *See id.* This experience has been of great assistance to Class Counsel in fairly

and honestly negotiating resolution of this litigation with TEP's counsel. *See id.* ¶ 14. Class Counsel believe the Settlement Agreement represents a very good outcome that is fair, adequate, and reasonable for Plaintiff Class members on the claims at issue, both for the past and the future. *See id.*

The Parties engaged in extensive discovery and fact gathering before they agreed to the Settlement Agreement. TEP produced voluminous documents and electronic data regarding TEP's calculation and payment of royalties to the Class. *See id.* ¶ 8; *see also* Exhibit 3, ¶ 6. Both Parties hired experienced royalty accounting, gas production, and marketing experts to analyze their claims and defenses, and to determine the amounts at issue in the case. *See* Exhibit 2, ¶ 9; Exhibit 3, ¶ 6. These experts performed years of analysis and shared their analyses with one another to confirm their accuracy. *See* Exhibit 2, ¶ 9-11; Exhibit 3, ¶ 6. The Parties' discovery efforts and litigation of the merits of the case demonstrate the "vigor with which the case" has been prosecuted. *Ashley*, 2008 LEXIS 13069, at *15.

The Parties, with the help of these experts, exchanged detailed accounting data under Rule 408, and then worked together to reach consensus on the amounts of estimated damages, which formed a basis for the settlement. The Parties spoke continuously regarding claims, defenses, and accounting for several months. *See* Exhibit 2, ¶¶ 9-10; Exhibit 3, ¶ 9. There has been no assertion of collusion or improper pressure. *See* Exhibit 2, ¶¶ 9-10; Exhibit 3, ¶ 9. The proposed Settlement Agreement was therefore negotiated fairly and honestly.

b. Strength of the Plaintiff's and Plaintiff Class' Case. This factor requires the Court to determine "whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt." *Ashley*, 2008 LEXIS 13069, at *17-18 (citation omitted) (interpreting

parallel federal rule). The existence of such doubt “augurs in favor of settlement.” *Belote*, 2014 LEXIS 110684, at *9 (citation omitted) (approving settlement). Courts analyzing this factor should consider that uncertainty is inherent in taking a case through a jury trial. *See Thomas*, 217 P.3d at 949 (affirming approval of class settlement where evidence suggested it was uncertain whether remaining claims were likely to succeed on the merits); *Wilkerson v. Martin Marietta Corp.*, 171 F.R.D. 273, 285 (D. Colo. 1997) (approving settlement and acknowledging that the “one constant about litigation ... is that the ultimate jury result is uncertain, unknown, and unpredictable”).

Here, serious questions of law placed the ultimate outcome of this litigation in doubt. Although Jolley Potter and Class Counsel believe they have a strong case and would have a good chance of prevailing on the liability issue, a favorable judgment for the Plaintiff Class would be far from certain because of the questions of law and fact at issue. *See Exhibit 2*, ¶ 12. Ultimately, the outcome of a trial would be predicated on a court’s or jury’s assessment of legal questions regarding interpretation of the royalty instruments and the competing experts’ testimony over complex issues of natural gas production and royalty accounting. This inevitably would depend on the court’s or jury’s assessment of the facts and the credibility of each side’s expert witness testimony on this subject matter, and the resolution of other risk factors, as identified in Class Counsel’s declaration in support of this Motion. Thus, the Plaintiff Class would have faced a recognizable risk of a judgment for TEP on the liability issue. *See id.*

If the Parties had not been able to reach a fair and reasonable settlement agreement, then the Plaintiff Class members would have been required to undertake protracted litigation,

which Class Counsel believe presents a serious risk and uncertainty as to ultimately recovering on their royalty underpayment claims. *See id.*

Thus, these serious questions of law and fact, the potential risk, and the extent to which these risks placed the outcome of the litigation in doubt, confirm the reasonableness of the Settlement Agreement.

c. Risk and Expense of Further Litigation and Amount of the Settlement.

Settlement is favorable under this factor when it enables a favorable outcome for a class and avoids litigation and appeal. *See Helen G. Bonfils Found.*, 674 P.2d at 999 (affirming settlement where trial court heard evidence of high likelihood of expensive and lengthy litigation and fairness of settlement amount); *see also Elna Sefcovic, LLC v. TEP Rocky Mountain, LLC*, 807 F. App'x 752, 759 (10th Cir. 2020) (under parallel federal rule, value of immediate recovery outweighed possibility of future relief); *Belote*, 2014 LEXIS 110684, at *10-11 (affirming value of immediate recovery where settlement occurred before the parties expended time and money on additional discovery, depositions, and dispositive motions); *Alvarado Partners, L.P.*, 723 F. Supp. at 548 (value of immediate recovery outweighed possibility of future relief where partial settlement entitled plaintiffs to 17% of the damages sought).

Here, the Plaintiff Class derived noticeable value from immediate recovery. Through the Settlement Agreement, TEP's payment of \$900,962.12 represents much of the total amount of challenged royalty underpayments at issue on production from wells subject to the Plaintiff Class members' leases. *See Exhibit 2*, ¶ 14. The distribution of the Settlement Amount is based on each Plaintiff Class member's proportionate share of alleged underpayments, as detailed in paragraph 3(b) of the Settlement Agreement. *See Joint Mot. (6/25/2025)* ¶ 17.

i. *Allocation for Jolley Potter Federal Plaintiff Class Members:* For Plaintiff Class members who bore gathering and gathering fuel cost deductions, and who are class members subject to the *Jolley Potter* Federal Settlement Agreement, such Plaintiff Class members will receive that portion of the Settlement Amount equal to: (A) ninety percent (90%) of the gathering and gathering fuel costs deducted during the Class Period, plus (B) an amount for prejudgment interest calculated at 8 percent, compounded annually, minus (C) the gross recovery (inclusive of interest) for gathering costs that such Plaintiff Class members will receive pursuant to the *Jolley Potter* Federal Settlement Agreement, prior to any upward or downward adjustments to such recovery in *Jolley Potter* Federal Settlement Agreement. See Exhibit 1, ¶ 3(b)(i).

ii. *Allocation for Non-Jolley Potter Federal Plaintiff Class Members:* For Plaintiff Class members who bore gathering and gathering fuel costs deductions, and who are not class members subject to the *Jolley Potter* Federal Settlement Agreement, such Plaintiff Class members will receive that portion of the Settlement Amount equal to (A) ninety percent (90%) of the gathering and gathering fuel costs deducted during the Class Period, plus (B) an amount for prejudgment interest calculated at 8 percent, compounded annually. See *id.* ¶ 3(b)(ii).

The Settlement Agreement facilitates a favorable outcome for the Plaintiff Class by providing a significant percentage of recovery for the Class Claims, plus substantial interest, while avoiding time- and resource-consuming litigation. This avoids the risk to the Plaintiff Class members of a recovery of a substantially smaller amount at an uncertain date in the future.

The likely duration of the litigation in the absence of settlement would likely be several more years. See Exhibit 2, ¶ 13; Exhibit 3, ¶ 10. If a settlement had not been reached, a trial on the merits likely would not have taken place until sometime in 2026. See Exhibit 2, ¶ 13;

Exhibit 3, ¶ 10. In addition, if the Plaintiff Class prevailed in a trial on the merits, TEP likely would have appealed any adverse judgment. See Exhibit 2, ¶ 13; Exhibit 3, ¶ 10. The experience of Class Counsel confirms that royalty underpayment cases of this nature can take many years to resolve, particularly when such cases are actually tried to a conclusion. See Exhibit 2, ¶ 13; Exhibit 3, ¶ 10. For example, the *Lindauer* action, which was a royalty class action filed in 2006, was settled two years later in 2008 and approved by the state court in 2009, but litigation of the two reserved claims took another seven years to proceed through trial and appeals. See *Lindauer v. Williams Prod. RMT Co.*, 2006-CV-317 (Garfield County, Colorado District Court).

Accordingly, the expense and risk of further litigation and the amount of the settlement reinforces the reasonableness of the Settlement Agreement.

d. Experience and Views of Counsel That the Settlement Is Fair and Reasonable. When reviewing this factor, “counsel’s judgment as to the fairness of the agreement is entitled to considerable weight.” *Belote*, 2014 LEXIS 110684, at *11 (quoting *Lucas v. Kmart Corp.*, 234 F.R.D. 688, 695 (D. Colo. 2006)) (approving settlement negotiated by experienced counsel); *Martinez v. Maketa*, 2011 LEXIS 60711, at *6 (D. Colo. June 7, 2011) (approving settlement after deferring to the parties’ agreement that the settlement is fair and reasonable); *Alvarado Partners, L.P.*, 723 F. Supp. at 548 (approving settlement where experienced class counsel believed the settlement is “in the best interests of the plaintiff class”); *Thomas*, 217 P.3d at 950 (affirming settlement where experienced counsel who was familiar with the facts recommended settlement).

As set forth fully in Paragraph 21(a) above, Class Counsel are experienced in prosecuting royalty underpayment class claims in Colorado and elsewhere, and view the fairness

of this Settlement Agreement against that experience. *See Exhibit 2, ¶¶ 3-7, 11-12.* Class Counsel believe the Settlement Agreement represents a fair and reasonable outcome for Plaintiff Class members on the claims at issue. *See id. ¶ 11.*

e. The Plaintiff Class Itself Believes That the Settlement Is Fair and Reasonable. Class Counsel have received communications from some Plaintiff Class members, and the reaction to the Settlement Agreement has been very positive. *See id. ¶ 15.* Through the date of this filing, Class Counsel received no objections to the fairness of the Settlement Agreement from the Plaintiff Class members. *See id.*

The deadline for Plaintiff Class members to object to the Settlement Agreement is August 15, 2025. *See Preliminary Approval Order (6/26/2025) ¶ 20.* It would appear at this point, however, that objections to final approval of the Settlement Agreement, if any, will be minimal. The lack of any objectors to a class settlement is another factor that weighs heavily in favor of approval of the Settlement Agreement. *Elna Sefcovic LLC*, 807 F. App'x at 762 (approving settlement where “of 607 class members, only the four Objectors in this case challenged the reasonableness of the [settlement agreement]”); *Mohammed v. Ells*, 2014 LEXIS 118796, at *12 (D. Colo. Aug. 26, 2014) (“[T]he fact that no objections to the settlement were filed by any shareholder weighs heavily in favor of approval.”); *Ryskamp v. Looney*, 2012 LEXIS 114190, at *11 (D. Colo. Aug. 14, 2012) (“[O]nly two objections to the settlement were received This fact weighs heavily in favor of approval of the derivative litigation settlement.”); *Make A Difference Found., Inc. v. Hopkins*, 2012 LEXIS 36251, at *8 (D. Colo. Mar. 19, 2012) (“[T]he fact that only three conclusory written objections to the settlement were received ... weighs heavily in favor of approval.”).

22. The factors above establish that the Settlement Agreement is fair, adequate, and reasonable, and should be finally approved.

CONCLUSION

WHEREFORE, for the reasons stated above, Jolley Potter, the Plaintiff Class, and TEP request that the Court:

- (a) determine that the Settlement Agreement was made in good faith, and that its terms are fair, reasonable, and adequate;
- (b) finally approve the proposed Settlement Agreement;
- (c) enter a final judgment and order of dismissal in the form submitted with this Joint Motion;² and
- (d) order any further relief deemed just by the Court.

A form of the proposed Order Granting Final Approval to Class Settlement Agreement and Final Judgment is submitted to the Court along with this Joint Motion.

² The proposed Order Granting Final Approval to Class Settlement Agreement and Final Judgment submitted with this Joint Motion references and approves Class Counsel's requests for attorneys' fees and expenses. TEP takes no position on these requests.

Dated: August 8, 2025

s/ Nathan A. Keever

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EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into effective June 2, 2025, (“Effective Date”) by and between JOLLEY POTTER RANCHES ENERGY CO., LLC (“Jolley Potter”), on behalf of itself and the certified class of royalty owners defined in paragraph 1 below (collectively with Jolley Potter, the “Plaintiff Class”), and TEP ROCKY MOUNTAIN LLC (“TEP”), a Delaware limited liability company. The Plaintiff Class and TEP may each be referred to as a “Party” or collectively as “the Parties.”

RECITALS

A. The Plaintiff Class and TEP are parties to oil and gas leases governing the production of natural gas and liquid hydrocarbons produced from wells located in Garfield County, Colorado. The Plaintiff Class owns royalty interests in leases of the type categorized as Category 2 Royalty Instruments in *Lindauer v. Williams Production RMT Company*, Case No. 2006cv317, and TEP is the lessee and royalty payor in this production, pursuant to these oil and gas leases. Plaintiff Class members have received royalty or overriding royalty payments on behalf of TEP on these leases during and after the production month of February 1, 2013, until December 31, 2020 (the “Class Period”). A non-inclusive list of leases in which the Plaintiff Class owns an interest is attached as Exhibit A. Some Plaintiff Class members may own interests in leases not identified on Exhibit A, which does not change or limit the definition of the Plaintiff Class.

B. On February 19, 2019, Jolley Potter sued TEP in the United States District Court for the District of Colorado in a case styled *Jolley Potter Ranches Energy, LLC v. TEP Rocky Mountain LLC*, Case No. 19-cv-00495 (the “*Jolley Potter* Federal Action”). In the *Jolley Potter* Federal Action, Jolley Potter, on behalf of itself and a class of similarly situated royalty owners, alleged TEP underpaid royalties on the production and sale of natural gas and liquid hydrocarbons from August 2011 through December 2020. TEP denied Jolley Potter’s claims of royalty underpayment. The Court in the *Jolley Potter* Federal Action certified Jolley Potter’s claims as a class action pursuant to Fed. R. Civ. P. 23(b)(3). After further litigation, the parties entered into a settlement agreement resolving the case on a class-action basis (the “*Jolley Potter* Federal Settlement Agreement”).

C. On February 19, 2019, Jolley Potter sued TEP in the District Court of Garfield County, Colorado (the “District Court”) in a case styled *Jolley Potter Ranches Energy, LLC v. TEP Rocky Mountain LLC*, Case No. 2019-CV-30036 (the “*Jolley Potter* 2019 State Action”). Jolley Potter, on behalf of itself and a class of similarly situated royalty owners, alleged TEP improperly deducted gathering and gathering-related fuel costs when calculating royalties paid on the production and sale of natural gas from February 2013 through December 2020, claiming these deductions were prohibited by the parties’ oil and gas leases (the “Class Claims”). Jolley Potter sought to certify the Class Claims as a class action. TEP denied the Class Claims asserted by Jolley Potter and asserted a counterclaim and affirmative defenses.

D. By stipulation of the parties, on June 30, 2022, the District Court in the *Jolley Potter* 2019 State Action entered an Order certifying the Class Claims as a class action, appointing Jolley Potter as the class representative of the Plaintiff Class, and appointing Jolley Potter's attorneys as counsel for the class ("Class Counsel") pursuant to C.R.C.P. 23(b)(3).

E. Over the past six years, Jolley Potter, Class Counsel, and TEP have engaged in extensive information discovery and data production relevant to TEP's payment of royalties on the production and sale of natural gas during the Class Period. Class Counsel and TEP's attorneys have retained experienced royalty accounting, gas production, and marketing experts to assist in reviewing the data and determining the amounts at issue in the case. After discovery, the parties filed cross-motions for summary judgment, both of which the District Court denied.

F. Class Counsel and TEP's attorneys have conducted extensive discussions to negotiate a full and final resolution of the Class Claims, and the Parties have agreed upon the terms set forth in this Settlement Agreement, in order to avoid further cost, time, and uncertainty of continued litigation.

AGREEMENT

1. The Plaintiff Class. The certified Class is defined as follows:

The persons or entities who own oil and gas leases of the type categorized as Category 2 Royalty Instruments in *Lindauer v. Williams Production RMT Company*, Case No. 2006cv317 filed in the District Court in and for Garfield County, Colorado and have received royalty or overriding royalty payments on behalf of TEP Rocky Mountain LLC (TEP) from sales of natural gas produced in Garfield County during and after the production month of February 2013 until December 2021; whether or not such persons or entities are included in the certified *Lindauer* Class; and excluding from such Class:

(1) TEP, WPX Energy Rocky Mountain, LLC, Williams Production RMT Company, LLC, Williams Production RMT Company, and any of their affiliates;

(2) NYSE or NASDAQ listed entities (together with their subsidiaries and affiliates) engaged in oil and gas exploration and production; and

(3) those owners to the extent their interests are subject to the class-action settlement entered into in *Sefcovic v. TEP Rocky Mountain, LLC*, Case No. 17-cv-01990-MSK-MEH

filed in the United States District Court for the District of Colorado.

See Order (6/30/2022) at ¶ 5.

2. Joint Motion for Preliminary Approval. Within seven (7) days of executing this Agreement, the Plaintiff Class and TEP will file the Joint Motion for Preliminary Approval of Class Action Settlement Agreement (the “Joint Motion”) in the form attached as Exhibit B. The Parties shall cooperate with one another and make their best efforts to obtain approval of this Agreement.

3. Settlement Amount and Allocations.

a. On June 2, 2025, TEP caused to be deposited a total of Nine Hundred Thousand, Nine Hundred Sixty Two Dollars (\$900,962.00) (the “Settlement Amount”) in an interest-bearing account at JPMorgan Chase Bank, N.A. (the “Escrow Account”), held by JPMorgan Chase Bank, N.A. as the escrow agent (the “Escrow Agent”). The Settlement Amount represents the total payment by TEP to the Plaintiff Class to resolve the Class Claims.

b. The Settlement Amount, less expenses and attorneys’ fees approved by the Court as provided for in paragraph 11 below, shall be allocated as follows:

i. Allocation for Jolley Potter Federal Plaintiff Class Members: For Plaintiff Class members who bore gathering and gathering fuel cost deductions, and who are class members subject to the *Jolley Potter Federal* Settlement Agreement, such Plaintiff Class members will receive that portion of the Settlement Amount equal to: (A) ninety percent (90%) of the gathering and gathering fuel costs deducted during the Class Period, plus (B) an amount for prejudgment interest calculated at 8 percent, compounded annually, minus (C) the gross recovery (inclusive of interest) for gathering costs that such Plaintiff Class members will receive pursuant to the *Jolley Potter Federal* Settlement Agreement, prior to any upward or downward adjustments to such recovery in *Jolley Potter Federal* Settlement Agreement.

ii. Allocation for Non-Jolley Potter Federal Plaintiff Class Members: For Plaintiff Class members who bore gathering and gathering fuel costs deductions, and who are not class members subject to the *Jolley Potter Federal* Settlement Agreement, such Plaintiff Class members will receive that portion of the Settlement Amount equal to (A) ninety percent (90%) of the gathering and gathering fuel costs deducted during the Class Period, plus (B) an amount for prejudgment interest calculated at 8 percent, compounded annually.

c. TEP shall perform the calculations for the allocations described in paragraph 3(b) above based on the data maintained in TEP’s revenue accounting system, which TEP represents is accurate to the best of its knowledge. Jolley Potter and Class Counsel (with its experts) shall have the right to audit such allocations prior to submitting

them to the Court. The Parties will reasonably confer on the calculation of the allocations and any proposed adjustments. Under no circumstances, however, will the Settlement Amount be increased.

4. Escrowed Funds.

a. The Parties have entered into an escrow agreement with the Escrow Agent, dated May 28, 2025, to establish the Escrow Account (“Escrow Agreement”).

b. The funds held by the Escrow Agent shall be distributed or returned pursuant to the terms of this Agreement and the Escrow Agreement. All risks related to the investment of the Settlement Amount and any risk of loss of the funds deposited in the Escrow Account shall be borne by the Settlement Amount alone and not by Jolley Potter, Class Counsel, TEP, or TEP’s Counsel.

c. Any tax returns prepared for the Settlement Amount shall be consistent with this Agreement and shall reflect that all taxes (including any interest or penalties) on the income earned by the Settlement Amount shall be paid out of the Settlement Amount as provided herein. The Settlement Amount shall indemnify and hold harmless Jolley Potter, Class Counsel, TEP, and TEP’s Counsel for any taxes and related expenses of any kind whatsoever (including without limitation, taxes payable by reason of any such indemnification) on income earned while the Settlement Amount (or any portion thereof) are in the Escrow Account. The Parties shall notify the Escrow Agent promptly if they receive any notice of any claim for taxes on income earned while the Settlement Amount is in the Escrow Account.

5. Preliminary Approval Hearing and Distribution Schedule.

a. As soon as practicable after the filing of the Joint Motion, the Parties shall seek to set a hearing with the Court (the “Preliminary Approval Hearing”). At the Preliminary Approval Hearing, the Parties will request that the Court preliminarily approve this Agreement, and order notice to be mailed to the Plaintiff Class in the form attached as Exhibit C. The Parties will submit a proposed order in the form attached as Exhibit D (the “Preliminary Approval Order”).

b. Prior to the Preliminary Approval Hearing, the Parties shall cooperate on the preparation of a preliminary distribution schedule identifying the distribution of the Settlement Amount to individual Plaintiff Class members based on the allocations described in paragraph 3(b) above (the “Preliminary Distribution Schedule”), which will state that it is the gross amount allocated prior to reduction for attorneys’ fees and expenses, and prior to the addition of a portion of the interest accrued in the Escrow Account. The Parties shall provide the Court with the Preliminary Distribution Schedule at or before the Preliminary Approval Hearing. At the Preliminary Approval Hearing, the Parties shall jointly request that the Court set a Final Fairness Hearing.

6. Notice to Class.

a. Within seven (7) days after the Court enters the Preliminary Approval Order, Class Counsel shall mail notice of this Agreement to the members of the Plaintiff Class in the form attached as Exhibit C. The notice shall include a deadline set by the Court for members of the Plaintiff Class to object to this Agreement (the “Objection Deadline”).

b. TEP shall cooperate with Class Counsel to provide addresses for the members of the Plaintiff Class to facilitate mailing the notices and shall provide such addresses no later than the date the Preliminary Approval Order is entered by the Court.

c. The Objection Deadline shall not be extended without the written consent of all Parties.

d. The Parties agree that, because the Plaintiff Class has been certified as a class action, and because putative class members previously were provided with an opportunity to exclude themselves from the Plaintiff Class, no additional exclusion opportunity is necessary or appropriate. If, however, the Court requires an additional exclusion opportunity, the Parties shall reasonably confer on such procedures and any adjustments to the timeframes set forth in this Agreement. In addition, after any additional exclusion opportunity expires, Jolley Potter and TEP shall instruct the Escrow Agent to distribute to TEP that portion of the Settlement Amount identified on the Preliminary Distribution Schedule attributable to those owners who have requested to exclude themselves from the Plaintiff Class.

7. Final Approval and Distribution.

a. If the Agreement has not terminated for any reason described in paragraph 12 below, the Plaintiff Class and TEP shall prepare a joint motion for final approval of the Agreement (“Joint Motion for Final Approval”) and to address any objections received prior to the Objection Deadline.

b. The Joint Motion for Final Approval shall include requests for: (i) final approval of the Agreement; (ii) authorization to Class Counsel to distribute the funds held in the Escrow Account to the Class in accordance with a Final Distribution Schedule (defined in paragraph 7(c) below), to be prepared by the Plaintiff Class and TEP consistent with this Agreement and the Court’s orders related to distribution of the Settlement Amount, including requested attorneys’ fees and costs; (iii) a final judgment, and (iv) retained jurisdiction to oversee implementation of the Final Distribution.

c. Provided the Court enters an Order and Judgment approving the Agreement, TEP will prepare, as of the date of the Approval Event, a final schedule for distributing the Settlement Amount (the “Final Distribution Schedule”) to the Plaintiff Class that adjusts the distribution to account for attorneys’ fees and expenses requested by Class Counsel pursuant to paragraph 11 below; amounts attributable to any owners

permitted to exclude themselves from the Plaintiff Class and the Agreement pursuant to paragraph 6(d) above; accrued interest; and distribution expenses (the “Net Settlement Amount”).

d. Provided that the Court enters an Order and Judgment approving of the Agreement, and upon entry of a final non-appealable judgment (whether after appeal or after the deadline to appeal the Court’s Order and Judgment has expired) (the “Approval Event”), Class Counsel, in coordination with the Escrow Agent, shall distribute the Net Settlement Amount to the owners consistent with the Final Distribution Schedule, within fourteen (14) days after the Approval Event (the “Final Distribution”) or as soon thereafter as is reasonable.

e. Included with each distribution check shall be an enclosure that includes the following notice (or, if a change is required by the Court, a notice substantially the same as the following):

Class Member: The enclosed check represents a share of the settlement fund in the settlement of the class action *Jolley Potter Ranches Energy Co., LLC v. TEP Rocky Mountain LLC*, Case No. 19-CV-30036, District Court, Garfield County, Colorado. You are receiving this distribution and check because you have been identified as a Class Member in this action. If you are not legally entitled to the proceeds identified on the check, the Court has entered an Order that requires you to pay these proceeds to persons legally entitled thereto or return this check uncashed with your contact information and a brief explanation to the sender:

Nathan A. Keever
Dufford Waldeck Law
744 Horizon Dr., Suite 300
Grand Junction, CO 81506

The person to whom this check was originally made payable, and anyone to whom the check has been assigned by that person, has accepted this payment pursuant to the terms of the Settlement Agreement, Notice of Settlement, and Judgment related thereto, which releases, *inter alia*, TEP and other released parties from the Class Claims (as defined in the Notice to Class Members and Settlement Agreement, ¶ 8). Pursuant to the Order of the Court, it is your duty as payee of the check to ensure that the funds are paid to the Class Member(s) entitled to the funds, and the release by Class Member(s) entitled to the funds shall be effective regardless of whether such Class Member(s) receive some,

all, or none of the proceeds paid to a payee of a settlement check.

This check shall be null and void if not endorsed and negotiated by the earlier of (a) the “Void Date” shown on the distribution check, or (b) ninety (90) days from the date of issue. The release of claims provided in the Settlement shall be effective regardless of whether this check is cashed.

f. Jolley Potter, Class Counsel, TEP, and TEP’s Counsel shall have no liability to any Plaintiff Class member for mispayments, overpayments, or underpayments of the Net Settlement Amount. If any Plaintiff Class member has been paid any portion of the Net Settlement Amount for any period of time for which that Plaintiff Class member was not entitled to receive that payment, and some other person or entity who owned or claims they owned the right to assert the Class Claims and asserts a claim against TEP or any released party for payment of all or a portion of the Net Settlement Amount, then the Plaintiff Class member who received an excess share shall be liable for any overpayment amount to the person who is determined to have been properly owed that amount and shall indemnify, defend, and hold harmless Jolley Potter, Class Counsel, TEP and/or TEP’s Counsel against any claim asserted by the other person or entity.

g. Within one hundred and twenty (120) days after the Final Distribution, Class Counsel shall submit a report to the Court identifying all Plaintiff Class members who have not yet cashed the checks sent to them by Class Counsel, including a list of Plaintiff Class members whose checks have been returned as undeliverable. Class Counsel then shall have ninety (90) days, or as much time as is reasonable, to identify more-current addresses and resend new checks to these Class members or identified heirs, successors, or assignees. TEP shall reasonably cooperate with Class Counsel to identify better addresses, heirs, successors, or assignees for affected Class members. Any portion of the Final Distribution unclaimed after one-hundred eighty (180) days after the date Class Counsel resends the checks to the affected Class members shall be escheated to the State of Colorado for the benefit of the applicable Class member(s) or otherwise distributed in compliance with a Court Order.

h. Subject to the provisions of Paragraphs 2(c) and 2(d) of the Escrow Agreement, the Plaintiff Class members shall be responsible for filing any tax returns and for paying any taxes that may be due on their proportionate share of the Final Distribution. Class Counsel shall distribute all necessary tax documents to the Plaintiff Class, including but not limited to Form 1099s required by the Internal Revenue Service. TEP shall provide Class Counsel with tax identification numbers for such Plaintiff Class members. TEP shall have no liability or responsibility for paying any taxes with respect to amounts paid in the Final Distribution.

i. Jolley Potter, Class Counsel, TEP, and TEP’s Counsel do not provide any tax advice whatsoever and shall have no liability whatsoever for any taxes or assessments due, if any, on the Settlement Amount, and make no representation or warranty

regarding the tax treatment of any amount paid or received under this Agreement. Any Plaintiff Class member with tax questions or concerns is urged to immediately contact his/her own tax adviser.

8. Release. Upon the Approval Event, the Plaintiff Class releases TEP and its past, present, and future affiliates, and each of their respective predecessors, successors, and assigns, and each of such entities' or persons' respective past, present and future officers, directors, managers, employees, agents, servants, and representatives (collectively, the "TEP Released Parties") from any and all liabilities, rights, claims, demands, obligations, damages (including claims for or award of costs and/or expenses, court costs and attorneys' fees), losses, causes of action in law or in equity arising from the Class Claims that were asserted in the *Jolley Potter* 2019 State Action and certified on a class-wide basis arising from royalties paid on production during the Class Period (the "Released Claims").

9. Covenant Not to Sue. The Plaintiff Class and its individual members, for themselves and their officers, directors, agents, joint venturers, partners, members, parents, subsidiaries, affiliates, insurers, heirs, legal representatives, successors and assigns, covenant and agree that they will not commence, participate in, prosecute, or cause to be commenced or prosecuted against TEP or any of the TEP Released Parties, any action or other proceeding based upon any of the Released Claims.

10. Mistake. The Parties acknowledge that they may hereafter discover facts different from or in addition to those which they now know to be or believe to be true with respect to the Class Claims and/or the damages and injuries suffered, and this Agreement shall be and remain effective in all respects, notwithstanding such difference or additional facts or the discovery thereof. Each Party expressly undertakes and assumes the risk that this Agreement was made on the basis of mistake, mutual or unilateral. The Parties expressly understand and agree that the signing of this Agreement will be forever binding on them and the Class, and that no rescission, modification, or release of any Party or Plaintiff Class member from the terms of this Agreement will be made because of any mistakes in this Agreement.

11. Fees and Costs.

a. Class Counsel shall apply to the Court for (i) reimbursement of their reasonable litigation expenses; (ii) reimbursement of expenses associated with administering this Agreement; and (iii) an award of attorneys' fees, together with interest which may accrue on such fees while held in the Escrow Account. Once approved by the Court, such award and reimbursements shall be paid out of the Settlement Amount, together with any accrued interest on those amounts while the Settlement Amount is in the Escrow Account.

b. TEP shall take no position regarding the award of attorneys' fees and reimbursement of expenses. TEP will bear its own attorneys' fees and costs. TEP will have no obligation to bear the costs, fees, or expenses of the Class or Class Counsel.

c. This Agreement is not contingent upon the Court's approval of Class Counsel's application for attorneys' fees and reimbursement of expenses.

12. Conditions and Termination Events.

a. This Agreement is conditioned upon the non-occurrence of the following events, and shall immediately terminate upon the occurrence of any of the following events:

i. The Court denies the entry of the Preliminary Approval Order substantially in the form attached as Exhibit D and does not enter an order preliminarily approving the Settlement, in a form acceptable to the Parties, within ninety (90) days thereafter;

ii. The Court denies the entry of an Order and Judgment approving this Agreement, or enters an Order and Judgment with modifications to this Agreement to which the Plaintiff Class or TEP does not agree, and does not enter an order approving the Agreement, in a form acceptable to the Parties within ninety (90) days thereafter;

iii. The Approval Event is not achieved;

iv. If the Court orders an opportunity for Plaintiff Class members to exclude themselves from the Plaintiff Class and/or this Agreement, and greater than twenty percent (20%) of the Plaintiff Class members request to exclude themselves from the Plaintiff Class and/or this Agreement, unless TEP waives this requirement in writing. For purposes of this paragraph 12, twenty percent (20%) shall be measured by twenty percent (20%) of the total number of owners in the Plaintiff Class identified on the Preliminary Distribution Schedule; or

v. the *Jolley Potter Federal* Settlement Agreement is not approved by a final, non-appealable order, in which case, the Parties agree to reasonably negotiate a new version of this Agreement that would result in a recovery for Plaintiff Class members subject to paragraph 3(b)(i) of this Agreement that is substantially the same as the recovery for Plaintiff Class members subject to paragraph 3(b)(ii) of this Agreement.

b. Upon the occurrence of any of the events described in paragraph 12(a):

i. this Agreement shall terminate;

ii. the Escrow Agent shall immediately distribute all of the Settlement Amount and any accrued interest to TEP pursuant to the terms of the Escrow Agreement;

iii. any Order and/or Judgment entered pursuant to this Agreement shall be vacated and the litigation shall proceed as if this Agreement had never been executed; and

iv. the Agreement may not be used in this action or otherwise for any purpose, including whether the case should have been certified as a class action pursuant to C.R.C.P. 23.

13. Dismissal With Prejudice. Upon the occurrence of the Approval Event, the Class Claims, and counterclaim made to the Class Claims, shall be deemed to have been dismissed with prejudice through December 31, 2020. The Class Claims arising from royalties paid on the production and sale of natural gas and associated liquid hydrocarbons after December 31, 2020, shall be dismissed without prejudice.

14. Other Matters.

a. Nothing in this Agreement shall be construed as an admission by or on behalf of any Party of any wrongful acts or liabilities whatsoever.

b. The Parties represent and warrant to one another that the individual who executes this Agreement has the right and legal authority to execute such document on behalf of the Party for whom it acts, and that the Party has not sold, assigned, conveyed or otherwise disposed of or transferred to another entity or individual any of such Party's Released Claims.

c. The Parties expressly acknowledge that they have had the opportunity to consult additional professionals of their choice, including lawyers, accountants, and others regarding any and all damages, losses, costs, expenses, liabilities, claims and the consequences thereof, of whatsoever kind and nature, which they may have incurred or which they may or will incur, whether suspected or unsuspected, known or unknown, foreseen or unforeseen. The Parties have relied upon their own counsel's advice in entering into this Agreement and not upon the advice of any other Party's counsel.

d. The Parties and their counsel have mutually contributed to the preparation of this Agreement and the Exhibits hereto. No provision of this Agreement or the Exhibits shall be construed for or against any Party because that Party or its counsel drafted the provision. No Party has made any representation, promise or agreement of any kind to do or refrain from doing any act or thing or pay any money or other consideration not expressly set forth herein.

e. The paragraph headings in this Agreement are intended for convenience and reference only, and are not intended to define, limit or affect the meaning or interpretation of this Agreement.

f. All of the Exhibits to this Agreement are material and integral parts hereto, and the Exhibits are fully incorporated herein by reference.

g. This Agreement may be amended or modified only by a written agreement signed by or on behalf of the Parties or their successors in interest.

h. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. Facsimile signatures and/or signatures transmitted by electronic mail shall be valid and binding as original signatures.

i. This Agreement, together with the Exhibits attached hereto, constitutes the complete Agreement between the Parties relating to the subject matter hereof, and there are no written or oral understandings or agreements directly or indirectly connected with this Agreement that are not incorporated herein. Any prior negotiations, correspondence or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement.

j. The provisions of this Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability, except that the provisions of this Agreement cannot be severed, and rendering any portion of the Agreement to be unenforceable shall render the entire Agreement to be unenforceable.

k. This Agreement and its Exhibits shall be construed and interpreted under the laws of the State of Colorado.

l. This Settlement Agreement and its Exhibits shall be binding upon, and inure to the benefit of, the Parties' and the Plaintiff Class' successors and assigns.

***[Remainder of this page intentionally left blank –
signatures on the following page.]***

The Parties hereby execute this Agreement effective this 2nd day of June, 2025, effective as of the Effective Date.

Jolley Potter Ranches Energy Co., LLC



Samuel B. Potter, Manager

TEP Rocky Mountain LLC

Paul Benacquista, Vice President & Chief
Accounting Officer

APPROVED:

**Counsel for Jolley Potter Ranches
Energy Co., LLC and the Plaintiff Class**



Nathan A. Keever
DUFFORD WALDECK

G.R. Miller
G.R. MILLER, P.C.

David G. Seely
Ryan K. Meyer
FLEESON, GOOING, COULSON &
KITCH, L.L.C.

**Counsel for TEP Rocky Mountain
LLC**

Christopher A. Chrisman
Michelle R. Seares
HOLLAND & HART LLP

Jolley Potter Ranches Energy Co., LLC

Samuel B. Potter, Manager

TEP Rocky Mountain LLC


Paul Benacquista, Vice President & Chief
Accounting Officer

APPROVED:

**Counsel for Jolley Potter Ranches
Energy Co., LLC and the Plaintiff Class**

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Jolley Potter Ranches Energy Co., LLC

TEP Rocky Mountain LLC

Samuel B. Potter, Manager

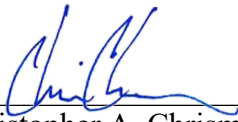
Paul Benacquista, Vice President & Chief
Accounting Officer

APPROVED:

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Energy Co., LLC and the Plaintiff Class**

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Ryan K. Meyer
FLEESON, GOOING, COULSON &
KITCH, L.L.C.

EXHIBIT A

Exhibit A
Royalty Instruments

No.	Lease No.	Date	Original Lessor	Original Lessee
1	CO10008.002	2004-08-03	JENNIE R. ADRIAN	WILLIAMS PRODUCTION RMT COMPANY
2	CO10008.003	2004-11-02	TOMMY E. MOORE	WILLIAMS PRODUCTION RMT COMPANY
3	CO10264.002	2004-07-12	LORETTA COCHRAN	BARRETT RESOURCES CORPORATION
4	CO10264.003	2004-08-18	PATRICIA JEAN COCHRAN	BARRETT RESOURCES CORPORATION
5	CO10264.004	2004-09-16	WILLIAM D URQUHART	BARRETT RESOURCES CORPORATION
6	CO10264.005	2004-09-16	ARCHIE R URQUHART ANNA MARIE URQUHART	BARRETT RESOURCES CORPORATION
7	CO10264.006	2005-02-24	CHARLES E FRANK	BARRETT RESOURCES CORPORATION
8	CO10264.007	2004-09-23	CAROLYN M BACA	BARRETT RESOURCES CORPORATION
9	CO10264.009	2003-12-01	PATRICIA JEAN COCHRAN, SOLE HEIR OF THE ESTATE OF CHESTER A CORCHRAN; AKA CHESTER ARTHUR COCHRAN AKA CHESTER CAOCRAN JR, UNDER THAT CERTAIN; LAST WILL AND TESTAMENT DTD 11-26-92	WILLIAMS PRODUCTION RMT COMPANY
10	CO10264.010	2003-12-01	LORETTA COCHRAN	WILLIAMS PRODUCTION RMT COMPANY
11	CO10264.011	2004-01-21	WILBERT LLOYD MURPHY AKA LLOYD MURPHY	WILLIAMS PRODUCTION RMT COMPANY
12	CO10264.012	2004-01-21	MERRILL O MURPHY DKA MERRILL MURPHY	WILLIAMS PRODUCITON RMT COMPANY
13	CO10264.013	2004-01-21	GEORGE C MURPHY, AKA CYRIL MURPHY	WILLIAMS PRODUCTION RMT COPANY
14	CO10264.014	2004-01-21	WILLIAM L MURPHY AND BARBARA ANN MURPHY	WILLIAMS PRODUCTION RMT COMPANY
15	CO10264.015	2003-12-23	SAMUEL B POTTER AND TERESA ANN POTTER	WILLIAMS PRODUCTION RMT COMPANY
16	CO10264.016	2004-01-19	SAMUEL B POTTER AND TERESA ANN POTTER	WILLIAM PRODUCTION RMT COMPANY
17	CO10264.017	2004-03-29	CAROLYN M BACA	WILLIAMS PRODUCTION RMT COMPANY
18	CO10264.018	2004-03-29	CHARLES E. FRANK	WILLIAMS PRODUCTION RMT COMPANY
19	CO10264.019	2004-04-20	IRENE GOSNEY, AKA CAROL IRENE GOSNEY	WILLIAMS PRODUCTION RMT COMPANY
20	CO10264.020	2004-04-20	DAVID MICHAEL SAMSON & JANET SUSANNE SAMSON	WILLIAMS PRODUCTION RMT COMPANY
21	CO10264.021	2004-04-20	KAREN SOUPISET AKA KAREN J SOUPISET	WILLIAMS PRODUCTION RMT COMPANY
22	CO10264.022	2004-05-20	DONALD C JOLLEY JR	WILLIAMS PRODUCTION RMT COMPANY
23	CO10264.023	2004-05-26	LINDA D TEFFT	WILLIAMS PRODUCTION RMT COMPANY
24	CO10264.024	2004-05-26	LARRY M PALMER	WILLIAMS PRODUCTION RMT COMPANY
25	CO10264.025	2004-05-26	PEGGY L TIBBETTS	WILLIAMS PRODUCTION RMT COMPANY
26	CO10264.026	2004-05-26	JERALD B PALMER AKA GERALD B PALMER	WILLIAMS PRODUCTION RMT COMPANY
27	CO10264.027	2004-07-29	IRENE GOSNEY AKA CAROL IRENE GOSNEY, A WIDOW	WILLIAMS PRODUCTION RMT COMPANY
28	CO10264.028	2004-05-26	JOYCE M PALMER	WILLIAMS PRODUCTION RMT COMPANY
29	CO10264.029	2004-06-22	EILEEN WADE WALTON, ADMINISTRATOR OF THE ESTATE OF EDITH CLAIRE WADE,; DECEASED	WILLIAMS PRODUCTION RMT COMPANY
30	CO10264.030	2004-07-09	JAYME LYNN RAU; HEIR OF JAMES ROLAND TURNER WHO WAS NOT LEASED PREVIOUSLY FOR YATES; PURPOSES. THIS DOES NOT FALL WITHIN THE GRAND VALLEY AMI.	WILLIAMS PRODUCTION RMT COMPANY
31	CO10264.031	2004-07-09	EDIE CHANEY	WILLIAMS PRODUCTION RMT COMPANY
32	CO10264.032	2004-09-16	WILLIAM D. URQUHART, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY

33	CO10264.033	2004-09-16	ARCHIE R. URQUHART AND ANNA MARIE URQUHART, HUSBAND AND WIFE	WILLIAMS PRODUCTION RMT COMPANY
34	CO10264.034	2004-04-20	DAVID MICHAEL SAMSON AND JANET SUSANNE SAMSON	WILLIAMS PRODUCTION RMT COMPANY
35	CO10264.035	2004-09-15	BARRY R. COCHRAN, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
36	CO10264.036	2004-09-15	BILL DAVIS, ATTORNEY-IN-FACT FOR CAROL A. WILLIAMS AS PER THAT GENERAL; POWER OF ATTORNEY DATED NOVEMBER 13, 2001	WILLIAMS PRODUCTION RMT COMPANY
37	CO10264.038	2004-03-29	KAREN SOUPISET	WILLIAMS PRODUCTION RMT COMPANY
38	CO10269.000	2004-08-24	KERWIN L STARK AND KAY L STARK	WILLIAMS PRODUCTION RMT CO
39	CO10286.002	2005-02-02	TRUSTEES FOR THE EVERETT F AND CORRINNE B COLEMAN 1972 TRUST	WILLIAMS PRODUCTION RMT COMPANY
40	CO10286.003	2005-09-01	VOICE OF PROPHECY, INC	WILLIAMS PRODUCTION RMT COMPANY
41	CO10286.004	2007-10-11	THE UPPER COLUMBIA CONFERENCE SEVENTH-DAY ADVENTISTS, AS TRUSTEE FOR THE LUELLA D PRESTON REVOCABLE TRUST	WILLIAMS PRODUCTION RMT COMPANY
42	CO10288.001	2002-09-27	DOROTHY LOIS GEORGE, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
43	CO10288.002	2002-09-27	RALPH ALBERT ROBINSON, A SINGLE MAN	WILLIAMS PRODUCTION RMT COMPANY
44	CO10288.003	2002-09-27	MARION ALFRED ROBINSON, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
45	CO10288.004	2002-09-27	RICHARD E. SIMMS, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
46	CO10288.005	2002-09-27	SARAH O. ELMORE, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
47	CO10288.006	2002-09-27	EARL L. SIMMS, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY	WILLIAMS PRODUCTION RMT CO
48	CO10288.007	2002-09-27	KELLY A. CLARK, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
49	CO10288.008	2002-09-27	BENJAMIN J. ALDRICH, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
50	CO10288.009	2002-09-27	REGINA L. ADAMS, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
51	CO10288.010	2002-09-27	REXANNE J. ALDRICH, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPETY	WILLIAMS PRODUCTION RMT COMPANY
52	CO10288.011	2002-09-27	DEBBIE LYNN MILLER, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
53	CO10288.012	2002-09-27	STEVE DOUGLAS ROBINSON, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
54	CO10288.013	2002-09-27	BERT JAMES ROBINSON, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
55	CO10288.014	2002-09-27	DALE WAYNE ROBINSON, A AMARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
56	CO10288.015	2002-09-27	JUDY JEAN RAMSEY, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
57	CO10288.016	2002-09-27	MARILYN M. WILLIAMS, FKA MARILYN MARIE HAMPTON, A SINGLE WOMAN	WILLIAMS PRODUCTION RMT COMPANY
58	CO10288.017	2002-09-27	BETTY J ALLAN, A SINGLE WOMAN	WILLIAMS PRODUCTION RMT COMPANY
59	CO10288.018	2002-09-27	BUFFY J ROBINSON, A SINGLE WOMAN	WILLIAMS PRODUCTION RMT COMPANY
60	CO10288.019	2002-09-27	MARGARET G MAYNARD, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
61	CO10288.020	2002-07-12	RAYMOND & ARLETA B ROBINSON	WILLIAMS PRODUCTION RMT COMPANY
62	CO10288.021	2002-09-27	LEE H. ROBINSON, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
63	CO10288.022	2007-01-15	JOE A SIMMS & LINDA G SIMMS	WILLIAMS PRODUCTION RMT COMPANY
64	CO10288.023	2007-01-19	SUZANNE M ROBINSON	WILLIAMS PRODUCTION RMT COMPANY

65	CO10288.024	2002-09-27	GERALDINE M. JEWELL, A SINGLE WOMAN	WILLIAMS PRODUCTION RMT COMPANY
66	CO10288.025	2002-09-27	SHIRLEY E. HUTCHINGS, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
67	CO10309.001	2002-11-22	ROBERT D. PRATHER AND MARY A. PRATHER, HUSBAND AND WIFE	WILLIAMS PRODUCTION RMT COMPANY
68	CO10309.002	2002-12-10	LARRY D. KNOX, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
69	CO10309.003	2002-11-22	DONNA J. KOEHLER, A SINGLE WOMAN	WILLIAMS PRODUCTION RMT COMPANY
70	CO10309.004	2002-11-22	RICHARD L. PRATHER & CONNIE M. PRATHER, HUSBAND & WIFE	WILLIAMS PRODUCTION RMT COMPANY
71	CO10309.005	2002-11-22	NANCY R. GIBSON AKA NANCY RUTH GIBSON AND STEVEN D. GIBSON, WIFE AND; HUSBAND	WILLIAMS PRODUCTION RMT COMPANY
72	CO10309.006	2002-11-22	WILLIAM LYLE PRATHER AKA WILLIAM L. PRATHER AND MARGARET A. PRATHER,;; HUSBAND AND WIFE	WILLIAMS PRODUCTION RMT COMPANY
73	CO10309.007	2002-11-22	NED H. PRATHER AND DOLLIE L. PRATHER, HUSBAND AND WIFE	WILLIAMS PRODUCTION RMT COMPANY
74	CO10309.008	2002-11-22	WILLIAM T. PRATHER AND ANDREA C. PRATHER, HUSBAND AND WIFE	WILLIAMS PRODUCTION RMT COMPANY
75	CO10309.009	2002-11-22	LEONARD C. LATHAM AKA LEONARD COE LATHAM AND CATHY A. LATHAM, HUSBAND; AND WIFE	WILLIAMS PRODUCTION RMT COMPANY
76	CO10309.010	2002-11-27	LEROY B. LATHAM AND DARLENE LATHAM, HUSBAND AND WIFE	WILLIAMS PRODUCTION RMT COMPANY
77	CO10309.011	2002-11-22	THOMAS R. PRATHER AND DEBORAH Z. PRATHER, HUSBAND AND WIFE	WILLIAMS PRODUCTION RMT COMPANY
78	CO10309.012	2002-11-22	ROBERT E. PRATHER, A SINGLE MAN	WILLIAMS PRODUCTION RMT COMPANY
79	CO10309.013	2002-11-22	KENNETH N DUFFY & PAULINE E DUFFY, AKA PAULINE DUFFY, AKA PAULINE; PRATHER DUFFY, HUSBAND & WIFE	WILLIAMS PRODUCTION RMT COMPANY
80	CO10309.014	2002-11-22	KATHLEEN S. OLIVER AKA KATHLEEN SUE OLIVER, A MARRIED WOMAN DEALING IN; HER SOLE AND SEPARATE PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
81	CO10309.015	2002-11-22	EWIN R. LATHAM AKA EWIN ROSS LATHAM, A SINGLE MAN	WILLIAMS PRODUCTION RMT COMPANY
82	CO10309.016	2002-11-22	DAVID C. PRATHER, A SINGLE PERSON	WILLIAMS PRODUCTION RMT COMPANY
83	CO10309.017	2002-11-25	WILLIAM C. PRATHER AND MABEL J. PRATHER, HUSBAND AND WIFE	WILLIAMS PRODUCTION RMT COMPANY
84	CO10323.000	2003-01-20	CRAIG L HAYWARD, A MARRIED MAN DEALING W HIS SOLE & SEP PROP, AND CRISTY A KOENEKE, A MARRIED WOMAN DEALING WITH HER SOLE & SEP PROP, AS AUTH IN WARRANTY DEED DATED AUG 8, 1979	WILLIAMS PRODUCTION RMT COMPANY
85	CO10334.001	2002-08-29	FRED REX CAMERON & RENEE D CAMERON	WILLIAMS PRODUCTION RMT COMPANY
86	CO10335.001	2003-12-01	HELEN M PLAUNTY	WILLIAMS PRODUCTION RMT COMPANY
87	CO10335.002	2003-12-01	ANITA M SMITH	WILLIAMS PRODUCTION RMT COMPANY
88	CO10335.003	2003-12-01	WILLIAM G. STONE	WILLIAMS PRODUCTION RMT COMPANY
89	CO10335.004	2003-12-01	GENEVA R DAVIES	WILLIAMS PRODUCTION RMT COMPANY
90	CO10360.007	2005-09-15	LINDA C. MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
91	CO10366.001	2004-04-21	MIRALEE BINGHAM MEAD	WILLIAMS PRODUCTION RMT COMPANY
92	CO10366.002	2004-04-21	JOHN J RUNYAN AND VIRGINIA RUNYAN A.K.A. VIRGINIA LEE RUNYAN, JOINT; TENANTS, HUSBAND AND WIFE	WILLIAMS PRODUCTION RMT COMPANY
93	CO10375.001	2004-12-15	WILLIAM F. CLOUGH	WILLIAMS PRODUCTION RMT COMPANY
94	CO10375.002	2005-01-10	BARBARA J. HOFFMAN	WILLIAMS PRODUCTION RMT COMPANY
95	CO10375.003	2005-01-04	MARGO L. JOHNSON AND RUSSELL M. JOHNSON	WILLIAMS PRODUCTION RMT COMPANY
96	CO10375.004	2005-01-03	VERA MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
97	CO10375.005	2005-01-03	MAUREEN M. FREDERICK, FORMERLY MAUREEN MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
98	CO10375.006	2004-12-20	AVERYL I. MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY

99	CO10375.008	2004-12-20	DONNA J MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
100	CO10375.009	2004-12-20	PHILIP R MAHAFFEY, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
101	CO10375.010	2005-01-03	MARGARET MAHAFFEY BECKNER	WILLIAMS PRODUCTION RMT COMPANY
102	CO10375.011	2005-01-03	MERRILL D. MAHAFFEY, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
103	CO10375.012	2004-12-20	LINDA C. MAHAFFEY, A SINGLE WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
104	CO10375.013	2005-01-25	EDRA L. PIEPHO, DEALING IN HER SOLE AND SEPARATE PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
105	CO10375.014	2010-07-22	N P DODGE COMPANY, LIMITED, A LIMITED PARTNERSHIP	WILLIAMS PRODUCTION RMT COMPANY
106	CO10377.002	1989-03-20	GETTY OIL EXPLORATION COMPANY	CHEVRON U.S.A. PRODUCTION COMPANY
107	CO10377.002	1995-05-01	GETTY OIL EXPLORATION COMPANY ATTN M NORRIS MYERS ROCKIES BU	BARRETT RESOURCES CORPORATION
108	CO10401.000	2005-08-20	JOHN B PHILLIPS	WILLIAMS PRODUCTION RMT COMPANY
109	CO10424.001	2005-11-22	SHEAR, INC	WILLIAMS PRODUCTION RMT COMPANY
110	CO10424.002	2005-11-28	FALL RIVER RESOURCES INC	WILLIAMS PRODUCTION RMT COMPANY
111	CO10424.003	2005-11-28	FRANCES A HANNIFIN	WILLIAMS PRODUCTION RMT COMPANY
112	CO10424.004	2005-11-18	FFF, INC	WILLIAMS PRODUCTION RMT COMPANY
113	CO10424.005	2005-11-28	CHATFIELD COMPANY	WILLIAMS PRODUCTION RMT COMPANY
114	CO10424.006	2005-11-17	BLACK RIVER ROYALTIES, LLC	WILLIAMS PRODUCTION RMT COMPANY
115	CO10424.007	2005-11-21	WHITE RIVER ROYALTIES, LLC	WILLIAMS PRODUCTION RMT COMPANY
116	CO10424.008	2005-11-22	CHRISTOPHER R F ECKLES	WILLIAMS PRODUCTION RMT COMPANY
117	CO10424.009	2005-11-01	CHRISTOPHER R F ECKELS, TRUSTEE OF THE ROBERT ECKELS FAMILY TRUST	WILLIAMS PRODUCTION RMT COMPANY
118	CO10437.001	2006-01-23	ROBERT R HOFFPAUIR JR & TERESA A HOFFPAUIR	WILLIAMS PRODUCTION RMT COMPANY
119	CO10437.002	2006-01-23	SCOTT H ZEIGLER	WILLIAMS PRODUCTION RMT COMPANY
120	CO10439.000	2006-06-05	RICHARD A KUIPERS & DONNA M KUIPERS	WILLIAMS PRODUCTION RMT COMPANY
121	CO10445.002	2006-02-20	LESLIE ANN BECKSTEAD	WILLIAMS PRODUCTION RMT COMPANY
122	CO10445.004	2006-02-20	BARBARA J HOFFMAN	WILLIAMS PRODUCTION RMT COMPANY
123	CO10445.005	2006-02-20	MARGO L JOHNSON	WILLIAMS PRODUCTION RMT COMPANY
124	CO10445.006	2006-02-20	ANDY MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
125	CO10445.007	2006-02-20	DAN MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
126	CO10445.008	2006-02-20	DON MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
127	CO10445.009	2006-02-20	DONNA JOYCE MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
128	CO10445.011	2006-02-20	LINDA C MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
129	CO10445.014	2006-02-20	PHILIP R MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
130	CO10445.015	2006-02-20	WILL MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
131	CO10445.016	2006-02-20	EDRA L PIEPHO	WILLIAMS PRODUCTION RMT COMPANY
132	CO10445.017	2008-07-30	ALICE T BELL	WILLIAMS PRODUCTION RMT COMPANY
133	CO10464.000	2006-08-25	ATLANTIC RICHFIELD COMPANY, AN AFFILIATE OF BP AMERICAS, INC.	WILLIAMS PRODUCTION RMT COMPANY
134	CO10467.000	2006-03-24	CALVIN D MURRAY	WILLIAMS PRODUCTION RMT COMPANY
135	CO10468.000	2006-04-25	EFRAIN P PIZANO & ROSALBA PIZANO	WILLIAMS PRODUCTION RMT COMPANY
136	CO10477.001	2006-03-17	BROWN-RIFLE RANCH CO, A GENERAL PARTNERSHIP	WILLIAMS PRODUCTION RMT COMPANY
137	CO10477.002	2006-03-28	TARITA ANN HOAG	WILLIAMS PRODUCTION RMT COMPANY
138	CO10477.007	2002-10-15	GRAND VALLEY RANCH COMPANY, A GENERAL PARTNERSHIP	WILLIAMS PRODUCTION RMT COMPANY
139	CO10521.000	2006-12-05	ROCKY MOUNTAIN MORTGAGE WORKS LLC	WILLIAMS PRODUCTION RMT COMPANY
140	CO10522.001	2006-12-13	JOHN W SHEPARDSON	WILLIAMS PRODUCTION RMT COMPANY
141	CO10525.000	2007-03-01	DAVID E & HOLLY E BERNAT	WILLIAMS PRODUCTION RMT COMPANY

142	CO10526.000	2007-02-19	C W BYERRUM	WILLIAMS PRODUCTION RMT COMPANY
143	CO10527.000	2007-03-19	DANIEL R COOK & REBA D COOK	WILLIAMS PRODUCTION RMT COMPANY
144	CO10528.000	2007-03-06	BERNARD B HERWICK & KIMBERLY A HERWICK	WILLIAMS PRODUCTION RMT COMPANY
145	CO10529.000	2007-03-22	GARY R HAPTONSTALL & SHARON I HAPTONSTALL	WILLIAMS PRODUCTION RMT COMPANY
146	CO10530.000	2007-02-19	ROBERT L ARNETT & HELEN R ARNETT	WILLIAMS PRODUCTION RMT COMPANY
147	CO10531.000	2007-03-08	DAVID WAYNE ANDERSON & BARBARA J ANDERSON	WILLIAMS PRODUCTION RMT COMPANY
148	CO10532.000	2007-03-08	WILBER H MASSEY	WILLIAMS PRODUCTION RMT COMPANY
149	CO10533.000	2007-03-08	DAWN REE-ARCHULETA & FRANK KEITH ARCHULETA	WILLIAMS PRODUCTION RMT COMPANY
150	CO10534.000	2007-03-05	MARK M MCINTYRE & SHEILA M MCINTYRE	WILLIAMS PRODUCTION RMT COMPANY
151	CO10535.000	2007-02-02	PUBLIC SERVICE COMPANY OF COLORADO	WILLIAMS PRODUCTION RMT COMPANY
152	CO10536.000	2007-03-06	GERALD K HOLLENBAUGH, JR & MARILYN J HOLLENBAUGH	WILLIAMS PRODUCTION RMT COMPANY
153	CO10538.000	2007-03-19	MERVIL J MULLENAX & JEAN S MULLENAX	WILLIAMS PRODUCTION RMT COMPANY
154	CO10539.000	2007-03-05	JOHN A VAN TEYLINGEN & PATTI R VAN TEYLINGEN	WILLIAMS PRODUCTION RMT COMPANY
155	CO10540.000	2007-03-05	RON K THURSTON & SUSAN J THURSTON	WILLIAMS PRODUCTION RMT COMPANY
156	CO10541.000	2007-05-17	ROBERT HOLL 1989 LIVING TRUST AND HALLIE HOLL 1989 LIVING TRUST	WILLIAMS PRODUCTION RMT COMPANY
157	CO10541.000	2007-03-05	GARY E MARTIN AND GLORIA J MARTIN	WILLIAMS PRODUCTION RMT COMPANY
158	CO10542.000	2007-05-24	JACEE RENEE JOHNSON	WILLIAMS PRODUCTION RMT COMPANY
159	CO10543.000	2007-05-24	JACEE RENEE JOHNSON	WILLIAMS PRODUCTION RMT COMPANY
160	CO10544.000	2007-05-24	PHILIP B VAUGHAN AND DENISE A VAUGHAN	WILLIAMS PRODUCTION RMT COMPANY
161	CO10545.000	2007-05-16	ESTATE OF WALTER B LEMON, JR.	WILLIAMS PRODUCTION RMT COMPANY
162	CO10546.000	2007-05-24	ESTATE OF WALTER B LEMON, JR.	WILLIAMS PRODUCTION RMT COMPANY
163	CO10547.000	2007-06-11	MICHAEL S CAIN & DEBRA CAIN	WILLIAMS PRODUCTION RMT COMPANY
164	CO10548.000	2007-07-04	FRANK WRIGHT GILL & CHRISTIANE A GILL	WILLIAMS PRODUCTION RMT COMPANY
165	CO10549.001	2007-06-26	BRENTON BERT GONZALES & CONNIE M GONZALES	WILLIAMS PRODUCTION RMT COMPANY
166	CO10549.004	2003-02-14	JACEE RENEE JOHNSON, A SINGLE WOMAN	WILLIAMS PRODUCTION RMT COMPANY
167	CO10549.006	2007-11-15	STUART D JENSEN & KERI B JENSEN	WILLIAMS PRODUCTION RMT COMPANY
168	CO10549.008	2007-06-26	CHARLES DEAN GONZALES AND SUSANNAH GONZALES	WILLIAMS PRODUCTION RMT COMPANY
169	CO10550.000	2007-06-26	RODNEY D MCDANIEL & ALICE MCDANIEL	WILLIAMS PRODUCTION RMT COMPANY
170	CO10552.000	2007-07-25	KAY M JAMES AND MICHAEL R JAMES	WILLIAMS PRODUCTION RMT COMPANY
171	CO10553.001	2007-07-23	SPENCER D MARCUS	WILLIAMS PRODUCTION RMT COMPANY
172	CO10553.002	2007-09-24	HELEN KUNGEL	WILLIAMS PRODUCTION RMT COMPANY
173	CO10553.003	2007-09-24	DALLAS KUNGEL	WILLIAMS PRODUCTION RMT COMPANY
174	CO10553.004	2008-08-26	HELEN MARIE KUNGEL REVOCABLE TRUST, UNDER WRITTEN TRUST AGREEMENT DATED MAY 3, 2001	WILLIAMS PRODUCTION RMT COMPANY
175	CO10554.001	2007-07-16	ROBBIN GALLEGOS AND CLAUDIA MICHELLE GALLEGOS	WILLIAMS PRODUCTION RMT COMPANY
176	CO10560.001	2007-08-01	DAVID S MOORE	WILLIAMS PRODUCTION RMT COMPANY
177	CO10560.002	2007-08-01	BONNIE J PALMER	WILLIAMS PRODUCTION RMT COMPANY
178	CO10560.003	2007-08-01	DEE ANNA MOORE	WILLIAMS PRODUCTION RMT COMPANY
179	CO10560.004	2007-08-01	VICKIE L HERWICK	WILLIAMS PRODUCTION RMT COMPANY
180	CO10560.006	2007-09-11	DONALD R MOORE & LINDA L MOORE	WILLIAMS PRODUCTION RMT COMPANY
181	CO10566.001	2007-07-30	ALEXANDER L GATES	WILLIAMS PRODUCTION RMT COMPANY
182	CO10571.000	2007-09-13	RODNEY VERN MILLER, AKA RODNEY V MILLER & CAROLYN SUE MILLER	WILLIAMS PRODUCTION RMT COMPANY
183	CO10574.000	2007-10-30	TED L VAUGHAN & HILDA M VAUGHAN	WILLIAMS PRODUCTION RMT COMPANY

184	CO10575.000	2007-08-28	THE SEVENTH - DAY ADVENTIST ASSOCIATION OF COLORADO	WILLIAMS PRODUCTION RMT COMPANY
185	CO10577.000	2007-09-24	STEVEN W HAGEMANN	WILLIAMS PRODUCTION RMT COMPANY
186	CO10578.000	2007-10-01	MILES B GOLDSBOROUGH TRUST, NEAL L GOLDSBOROUGH, AS CO-TRUSTEE AND RHONDA F BURTON AS CO-TRUSTEE	WILLIAMS PRODUCTION RMT COMPANY
187	CO10579.000	2007-12-11	DAMOND B CULVER & VERA CULVER	WILLIAMS PRODUCTION RMT COMPANY
188	CO10581.000	2007-11-09	RODNEY VERN MILLER, AKA RODNEY V MILLER & CAROLYN SUE MILLER	WILLIAMS PRODUCTION RMT COMPANY
189	CO10585.001	2002-07-15	ELNA GAY SEFCOVIC	PETROGULF CORPORATION
190	CO10585.005	2006-06-07	DAVID M EDDY	WILLIAMS PRODUCTION RMT COMPANY
191	CO10587.001	2008-01-30	SAUL LOGAN FORSTER	WILLIAMS PRODUCTION RMT COMPANY
192	CO10587.002	2007-09-11	CHRISTOPHER D BEASLEY & AMY LOU BEASLEY	WILLIAMS PRODUCTION RMT COMPANY
193	CO10589.000	2008-03-26	HERMANN STAUFER	WILLIAMS PRODUCTION RMT COMPANY
194	CO10590.000	2008-03-13	MICHAEL HENRY PALMER	WILLIAMS PRODUCTION RMT COMPANY
195	CO10591.000	2008-05-01	EVELYN G MCKAY ESTATE	WILLIAMS PRODUCTION RMT COMPANY
196	CO10592.000	2008-03-10	CLEMENT HUGHES, CHARLOTTE HUGHES AND ROXAN HUGHES	WILLIAMS PRODUCTION RMT COMPANY
197	CO10593.000	2008-04-23	JOHN K COX	WILLIAMS PRODUCTION RMT COMPANY
198	CO10594.000	2008-05-01	EVELYN G MCKAY ESTATE	WILLIAMS PRODUCTION RMT COMPANY
199	CO10595.000	2008-05-17	HARLEY E WALKER	WILLIAMS PRODUCTION RMT COMPANY
200	CO10596.000	2008-03-04	JIM YELLICO & MYKO YELLICO	WILLIAMS PRODUCTION RMT COMPANY
201	CO10597.000	2008-02-26	DAWANA L BRUHN	WILLIAMS PRODUCTION RMT COMPANY
202	CO10599.000	2007-04-21	MARY R ANDERSON	WILLIAMS PRODUCTION RMT COMPANY
203	CO10603.000	2008-05-06	GLENN J HUGHSON	WILLIAMS PRODUCTION RMT COMPANY
204	CO10605.000	2008-07-01	MONUMENT HOLDING, LLC	WILLIAMS PRODUCTION RMT COMPANY
205	CO10607.000	2008-04-05	ROGER L KNOX & SANDRA A KNOX	WILLIAMS PRODUCTION RMT COMPANY
206	CO10608.000	2008-05-28	RUTH V KEITHLEY IRREVOCABLE TRUST	WILLIAMS PRODUCTION RMT COMPANY
207	CO10613.000	2008-06-13	LENORA MAE NELSON	WILLIAMS PRODUCTION RMT COMPANY
208	CO10614.000	2008-06-02	THE MORRISANIA COMMUNITY ASSOCIATION, A COLORADO NON-PROFIT CORPORATION	WILLIAMS PRODUCTION RMT COMPANY
209	CO10615.000	2008-05-07	CROSS SPEAR LP	WILLIAMS PRODUCTION RMT COMPANY
210	CO10617.000	2008-10-02	LEONTINE R SUPLIZIO	WILLIAMS PRODUCTION RMT COMPANY
211	CO10618.000	2008-08-26	DONNA L AUSTIN	WILLIAMS PRODUCTION RMT COMPANY
212	CO10620.000	2008-10-01	MARY LEE BRUCKNER	WILLIAMS PRODUCTION RMT COMPANY
213	CO10622.000	2008-09-11	GREENSTONE LLC	WILLIAMS PRODUCTION RMT COMPANY
214	CO10626.001	2008-10-02	ROBERT E SMITH	WILLIAMS PRODUCTION RMT COMPANY
215	CO10628.002	2004-03-10	KAREN L LATHAM FKA KAREN LEE GROVES	ENCANA OIL & GAS (USA) INC
216	CO10634.000	2008-10-01	RICHARD L ORTON	WILLIAMS PRODUCTION RMT COMPANY
217	CO10636.000	2009-05-01	ATLANTIC RICHFIELD COMPANY, AN AFFILIATE OF BP AMERICAS, INC.	WILLIAMS PRODUCTION RMT COMPANY
218	CO10637.003	2008-06-25	MILES A CARROLL & RIENA C CARROLL	WILLIAMS PRODUCTION RMT COMPANY
219	CO10637.004	2008-06-25	BETTY J CARROLL	WILLIAMS PRODUCTION RMT COMPANY
220	CO10637.005	2008-06-25	GARY L CARROLL & COLLEEN S CARROLL	WILLIAMS PRODUCTION RMT COMPANY
221	CO10659.000	2006-08-15	WILLIAMS PRODUCTION RMT COMPANY	ENCANA OIL & GAS (USA) INC
222	CO10660.001	2009-07-15	DANNY R BURCHFIELD & ANNIE R BURCHFIELD	WILLIAMS PRODUCTION RMT COMPANY
223	CO10724.002	2006-10-17	PAUL S JONES	WILLIAMS PRODUCTION RMT COMPANY
224	CO10724.003	2006-10-17	PAUL S JONES, TRUSTEE OF THE DORIS E JONES KILE TRUST	WILLIAMS PRODUCTION RMT COMPANY
225	CO10752.001	2010-04-19	DONNA JOYCE MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY

226	CO10752.002	2010-04-19	AVERYL I MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
227	CO10752.003	2010-04-19	MERRILL DEAN MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
228	CO10752.004	2010-04-19	MAUREEN MAHAFFEY FREDERICK	WILLIAMS PRODUCTION RMT COMPANY
229	CO10752.005	2010-04-19	MARGARET MAHAFFEY BECKNER	WILLIAMS PRODUCTION RMT COMPANY
230	CO10752.006	2010-04-28	COTTONWOOD MINERALS LLC	WILLIAMS PRODUCTION RMT COMPANY
231	CO10752.007	2010-09-06	DANIEL J MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
232	CO10752.008	2010-09-06	WILLIAM J MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
233	CO10752.009	2010-09-06	DONALD J MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
234	CO10752.010	2010-09-06	LESLIE ANN BECKSTEAD	WILLIAMS PRODUCTION RMT COMPANY
235	CO10752.011	2010-09-06	ANDREW J MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
236	CO10773.002	1988-09-09	EXXON MOBIL GLOBAL SERVICES MAUREEN TOOMEY	BARRETT RESOURCES CORPORATION
237	CO10783.001	2011-05-28	JAZ HOLDINGS LLC	WILLIAMS PRODUCTION RMT COMPANY LLC
238	CO10784.000	2011-06-01	THE JOHN D FERGEN REVOCABLE TRUST AND THE GENEVA S FERGEN REVOCABLE TRUST	WILLIAMS PRODUCTION RMT COMPANY LLC
239	CO10785.000	2011-04-29	G THOMAS MORTON & DEBRA E MORTON, JOHN GALLEGOS & CAROL GALLEGOS, WILLIAM R LANE & DEANNE MCLAIN	WILLIAMS PRODUCTION RMT COMPANY
240	CO10823.000	2010-12-18	NATHAN J BOYD AND JOHN BOYD	WILLIAMS PRODUCTION RMT COMPANY LLC
241	CO10824.002	2004-07-09	LAWRENCE ST JOHN AND EVA BELLE ST JOHN	BARRETT RESOURCES CORPORATION
242	CO10824.003	2004-07-13	PAUL E BRESHEARS AND GLENDENE BRESHEARS	BARRETT RESOURCES CORPORATION
243	CO10824.004	2008-04-23	GENE L BRUNKEN, SUCCESSOR IN INTEREST TO LAWRENCE V BRUNKEN, DECEASED, AND RONDA L BRUNKEN, HIS WIFE	WILLIAMS PRODUCTION RMT COMPANY
244	CO10825.000	2011-02-27	REGINALD LEE ALDRICH, REXANNE J ALDRICH, REGINA L ADAMS AND BENJAMIN J ALDRICH	WILLIAMS PRODUCTION RMT COMPANY
245	CO10826.000	2011-02-18	WILLIS R MORROW	WILLIAMS PRODUCTION RMT COMPANY
246	CO10834.002	2012-08-11	W W DOINGS LLC	WPX ENERGY ROCKY MOUNTAIN LLC
247	CO10838.000	2008-03-26	JAMES A LEGG	WILLIAMS PRODUCTION RMT COMPANY
248	CO10838.000	2011-03-26	JAMES A LEGG	WILLIAMS PRODUCTION RMT COMPANY
249	CO10851.000	2011-11-03	TRAVIS TORRENCE & CHRISTI KEMPER	WILLIAMS PRODUCTION RMT COMPANY
250	CO10853.000	2011-11-12	MNB INVESTMENTS LLC	WILLIAMS PRODUCTION RMT COMPANY LLC
251	CO10856.000	2012-09-03	RANDALL S LANTZ & PAMELA A LANTZ	WPX ENERGY ROCKY MOUNTAIN LLC
252	CO10858.000	2012-03-12	JEREMY HARWOOD & FANNY HARWOOD	WPX ENERGY ROCKY MOUNTAIN LLC
253	CO10861.000	2012-07-30	JAMES C FRISBEE	WPX ENERGY ROCKY MOUNTAIN LLC
254	CO10862.000	2012-07-03	MYUNG KIL KIM	WPX ENERGY ROCKY MOUNTAIN LLC
255	CO10863.000	2012-06-25	EDWARD E WILLIAMS & JUANITA R WILLIAMS	WPX ENERGY ROCKY MOUNTAIN LLC
256	CO10864.000	2012-08-06	SHILO DEAN HOLBROOK & FAITH A HOLBROOK	WPX ENERGY ROCKY MOUNTAIN LLC
257	CO10865.000	2012-08-17	ACKERMAN ENERGY LLC	WPX ENERGY ROCKY MOUNTAIN LLC
258	CO10866.000	2012-08-18	DALE L ARNETT & LEONA L ARNETT	WPX ENERGY ROCKY MOUNTAIN LLC
259	CO10867.000	2012-09-01	ERIC BREKHUS & CYNTHIA M BREKHUS	WPX ENERGY ROCKY MOUNTAIN LLC
260	CO10868.000	2012-08-01	BONEITA T BROWN	WPX ENERGY ROCKY MOUNTAIN LLC
261	CO10869.000	2012-08-22	ANN L BURDICK	WPX ENERGY ROCKY MOUNTAIN LLC
262	CO10870.000	2012-08-08	STEVEN R BRUBACHER, CYNTHIA V BRUBACHER AND ROY G BRUBACHER	WPX ENERGY ROCKY MOUNTAIN LLC
263	CO10871.000	2012-08-08	STEVEN R BRUBACHER, CYNTHIA V BRUBACHER AND ROY G BRUBACHER	WPX ENERGY ROCKY MOUNTAIN LLC
264	CO10872.000	2012-08-08	STEVEN R BRUBACHER & CYNTHIA V BRUBACHER	WPX ENERGY ROCKY MOUNTAIN LLC
265	CO10873.000	2012-08-03	ROBERT R CARRILLO & SUSAN L CARRILLO	WPX ENERGY ROCKY MOUNTAIN LLC
266	CO10874.000	2012-08-29	MICHAEL S CLARY & KATHY A CLARY	WPX ENERGY ROCKY MOUNTAIN LLC

267	CO10875.000	2012-09-04	STEPHEN RICHARD COLE	WPX ENERGY ROCKY MOUNTAIN LLC
268	CO10876.000	2012-08-07	DAVID EISENBERG	WPX ENERGY ROCKY MOUNTAIN LLC
269	CO10877.000	2012-08-03	KAELIN MELISSA COTHRAN	WPX ENERGY ROCKY MOUNTAIN LLC
270	CO10878.000	2012-08-23	STANLEY E DAILY	WPX ENERGY ROCKY MOUNTAIN LLC
271	CO10879.000	2012-08-23	DELILA REBEKAH LODGE NO. 71 OF THE INDEPENDENT ORDER OF ODD FELLOWS	WPX ENERGY ROCKY MOUNTAIN LLC
272	CO10880.000	2012-08-22	ENERGY RESOURCES TECHNOLOGY LAND INC	WPX ENERGY ROCKY MOUNTAIN LLC
273	CO10881.000	2012-08-17	FAITH BAPTIST CHURCH OF PARACHUTE	WPX ENERGY ROCKY MOUNTAIN LLC
274	CO10882.000	2012-08-09	CECIL A GARDNER	WPX ENERGY ROCKY MOUNTAIN LLC
275	CO10883.000	2012-08-07	ETHEL J GARDNER	WPX ENERGY ROCKY MOUNTAIN LLC
276	CO10884.000	2012-08-16	ALFRED M GENDREAU	WPX ENERGY ROCKY MOUNTAIN LLC
277	CO10885.000	2012-08-09	GRAND VALLEY CHRISTIAN CHURCH, INC	WPX ENERGY ROCKY MOUNTAIN LLC
278	CO10886.001	2012-08-09	GRAND VALLEY UNITED METHODIST CHURCH OF PARACHUTE, COLORADO, INC	WPX ENERGY ROCKY MOUNTAIN LLC
279	CO10887.000	2012-08-11	PATRICK C HISEL & CAROL J HISEL	WPX ENERGY ROCKY MOUNTAIN LLC
280	CO10888.000	2012-08-10	ALVIN L HOFFMAN & SHERRIE JO HOFFMAN	WPX ENERGY ROCKY MOUNTAIN LLC
281	CO10889.000	2012-08-23	DAVID HOWELL & JEAN HOWELL	WPX ENERGY ROCKY MOUNTAIN LLC
282	CO10890.000	2012-08-23	RONALD R JARRETT & PAMELA A JARRETT	WPX ENERGY ROCKY MOUNTAIN LLC
283	CO10891.000	2012-08-27	LETSON ENERGY COMPANY LLC	WPX ENERGY ROCKY MOUNTAIN LLC
284	CO10892.000	2012-08-14	WYATT D LICHTENHAHN	WPX ENERGY ROCKY MOUNTAIN LLC
285	CO10893.000	2012-08-15	DAVID W LUNDBERG & JONI L LUNDBERG	WPX ENERGY ROCKY MOUNTAIN LLC
286	CO10894.000	2012-08-21	THOMAS R MAGEE & ROSE M MAGEE	WPX ENERGY ROCKY MOUNTAIN LLC
287	CO10895.000	2012-08-23	LESLIE D MCKINLEY & CINDY M MCKINLEY	WPX ENERGY ROCKY MOUNTAIN LLC
288	CO10896.001	2012-08-14	JAMES A MILLER	WPX ENERGY ROCKY MOUNTAIN LLC
289	CO10897.000	2012-08-10	JACK R MITCHELL & JUDITH A MITCHELL	WPX ENERGY ROCKY MOUNTAIN LLC
290	CO10898.000	2012-08-08	ROBERT J NELSON & DIANNE K NELSON	WPX ENERGY ROCKY MOUNTAIN LLC
291	CO10899.000	2012-08-27	JOSEPH V OBEJI & JANET OBEJI	WPX ENERGY ROCKY MOUNTAIN LLC
292	CO10900.000	2012-08-31	TIMOTHY OLK & KRISTINA BROOKS-OLK	WPX ENERGY ROCKY MOUNTAIN LLC
293	CO10901.000	2012-08-22	ANDREA PEABODY	WPX ENERGY ROCKY MOUNTAIN LLC
294	CO10902.000	2012-08-21	EFRAIN P PIZANO & ROSALBA PIZANO	WPX ENERGY ROCKY MOUNTAIN LLC
295	CO10903.000	2012-08-27	PLUS FIVE LLC	WPX ENERGY ROCKY MOUNTAIN LLC
296	CO10904.000	2012-08-22	JANE E PRANGE	WPX ENERGY ROCKY MOUNTAIN LLC
297	CO10905.000	2012-08-30	SUSANNE RILL	WPX ENERGY ROCKY MOUNTAIN LLC
298	CO10906.000	2012-08-29	COURTNEY ROCK	WPX ENERGY ROCKY MOUNTAIN LLC
299	CO10907.000	2012-08-29	THOMAS R RUGAARD & MANDY RUGAARD	WPX ENERGY ROCKY MOUNTAIN LLC
300	CO10908.000	2012-08-07	HARRISON R SACHS	WPX ENERGY ROCKY MOUNTAIN LLC
301	CO10909.000	2012-08-21	LORRAINE E SADLER	WPX ENERGY ROCKY MOUNTAIN LLC
302	CO10910.000	2012-08-20	CARINA SANDER	WPX ENERGY ROCKY MOUNTAIN LLC
303	CO10911.000	2012-08-05	RALPH G SNOW & CATHY M SNOW	WPX ENERGY ROCKY MOUNTAIN LLC
304	CO10912.000	2012-08-21	STEVEN A SPENCER & VICKY K SPENCER	WPX ENERGY ROCKY MOUNTAIN LLC
305	CO10913.000	2012-09-04	KELLI J STANTON	WPX ENERGY ROCKY MOUNTAIN LLC
306	CO10914.000	2012-08-14	JOHN JOSEPH STEVENSON	WPX ENERGY ROCKY MOUNTAIN LLC
307	CO10915.000	2012-08-20	GARY WELLMAN VALLAD & CYNTHIA DARLENE VALLAD	WPX ENERGY ROCKY MOUNTAIN LLC
308	CO10917.000	2012-08-20	PAUL R WHISTLER	WPX ENERGY ROCKY MOUNTAIN LLC
309	CO10918.000	2012-08-17	JOHN E YADLOSKI JR & CAROLYN P YADLOSKI	WPX ENERGY ROCKY MOUNTAIN LLC

310	CO10919.000	2012-09-08	ALEAH J DUPRAS & JAMES R DUPRAS	WPX ENERGY ROCKY MOUNTAIN LLC
311	CO10920.000	2012-09-07	SANG CONG HONG	WPX ENERGY ROCKY MOUNTAIN LLC
312	CO10920.000	2008-12-04	YAZHOU XIANG	WPX ENERGY ROCKY MOUNTAIN LLC
313	CO10921.000	2012-09-05	PHILIP A BARRIE & KATHRYN J BARRIE	WPX ENERGY ROCKY MOUNTAIN LLC
314	CO10922.000	2012-08-08	JDC BEASLEY FAMILY PARTNERSHIP LLLP	WPX ENERGY ROCKY MOUNTAIN LLC
315	CO10923.001	2012-08-08	JOSEPH D BEASLEY REVOCABLE TRUST, JUDITH M BEASLEY, TRUSTEE, DATED NOVEMBER 1, 1996	WPX ENERGY ROCKY MOUNTAIN LLC
316	CO10923.002	2012-08-08	JUDITH BEASLEY REVOCABLE TRUST, JUDITH M BEASLEY, TRUSTEE, DATED NOVEMBER 1, 1996	WPX ENERGY ROCKY MOUNTAIN LLC
317	CO10925.000	2012-08-31	JOANNE FOWKES	WPX ENERGY ROCKY MOUNTAIN LLC
318	CO10926.000	2008-02-27	THOMAS F MOHER & RENEE MOHER	WPX ENERGY ROCKY MOUNTAIN LLC
319	CO10926.000	2012-09-28	THOMAS F MOHER & RENEE MOHER	WPX ENERGY ROCKY MOUNTAIN LLC
320	CO10927.000	2012-09-17	CYNTHIA L TANIS & STEVEN W TANIS	WPX ENERGY ROCKY MOUNTAIN LLC
321	CO10928.001	2012-09-12	JOHN A WAITE	WPX ENERGY ROCKY MOUNTAIN LLC
322	CO10928.002	2012-09-17	MARJORIE HOLLY RUPP	WPX ENERGY ROCKY MOUNTAIN LLC
323	CO10930.001	2012-10-04	NANCY ANDERSON	WPX ENERGY ROCKY MOUNTAIN LLC
324	CO10931.000	2008-08-20	THEODORO WILFREDO BLANCO & MARIA CARLOTA BLANCO	WPX ENERGY ROCKY MOUNTAIN LLC
325	CO10931.000	2012-09-24	THEODORO WILFREDO BLANCO & MARIA CARLOTA BLANCO	WPX ENERGY ROCKY MOUNTAIN LLC
326	CO10932.000	2012-08-15	VIRGINIA A ENOCH	WPX ENERGY ROCKY MOUNTAIN LLC
327	CO10933.000	2012-09-18	GRAND VALLEY CEMETERY DISTRICT	WPX ENERGY ROCKY MOUNTAIN LLC
328	CO10934.000	2012-09-17	MAUDE HAWKINS AND ROSS BEARDEN	WPX ENERGY ROCKY MOUNTAIN LLC
329	CO10935.000	2012-09-15	CHRISTOPHER HUGHES & ROXAN HUGHES	WPX ENERGY ROCKY MOUNTAIN LLC
330	CO10936.000	2012-08-21	BEVERLY R JULIUS	WPX ENERGY ROCKY MOUNTAIN LLC
331	CO10937.000	2012-08-20	DAVID R MALEHORN & POLLY JO MALEHORN	WPX ENERGY ROCKY MOUNTAIN LLC
332	CO10938.000	2012-08-20	FLOYD MCDANIEL	WPX ENERGY ROCKY MOUNTAIN LLC
333	CO10939.000	2012-09-17	JULIE JOHNSON MIKUS	WPX ENERGY ROCKY MOUNTAIN LLC
334	CO10940.000	2012-08-29	SHERRY ODELL	WPX ENERGY ROCKY MOUNTAIN LLC
335	CO10941.000	2012-08-31	CARL E DUNFEE	WPX ENERGY ROCKY MOUNTAIN LLC
336	CO10942.000	2012-09-06	CHARLES MICHAEL MENDOZA & MOLLY JEANNINE MENDOZA	WPX ENERGY ROCKY MOUNTAIN LLC
337	CO10943.000	2012-10-02	DOLORES M MOORE	WPX ENERGY ROCKY MOUNTAIN LLC
338	CO10944.000	2012-09-26	MATTHEW PROVOST AND KATHY A WATSON	WPX ENERGY ROCKY MOUNTAIN LLC
339	CO10945.000	2012-08-18	DAVID G ROUSSEAU & ELKE E ROUSSEAU	WPX ENERGY ROCKY MOUNTAIN LLC
340	CO10946.000	2012-09-27	J T WAGGONER	WPX ENERGY ROCKY MOUNTAIN LLC
341	CO10947.001	2012-09-26	OUTLAW RIBBS LLC	WPX ENERGY ROCKY MOUNTAIN LLC
342	CO10948.000	2012-09-17	KNIGHT & DURMAS PROPERTIES LLC	WPX ENERGY ROCKY MOUNTAIN LLC
343	CO10949.000	2012-09-25	DEAN M KNOX, ROGER LEE KNOX AND SANDRA A KNOX	WPX ENERGY ROCKY MOUNTAIN LLC
344	CO10951.000	2012-10-10	TOWN OF PARACHUTE	WPX ENERGY ROCKY MOUNTAIN LLC
345	CO10952.001	2012-11-21	VALLEY CREEKSIDE ENTERPRISES LLC	WPX ENERGY ROCKY MOUNTAIN LLC
346	CO10952.002	2011-04-20	FIRST MCKINLEY LLC	WILLIAMS PRODUCTION RMT COMPANY
347	CO10953.000	2012-10-30	HERMAN L PONTIUS	WPX ENERGY ROCKY MOUNTAIN LLC
348	CO10954.000	2012-08-30	JERRY F BRINKLOW & SHELLY R BRINKLOW	WPX ENERGY ROCKY MOUNTAIN LLC
349	CO10955.000	2012-08-30	JERRY F BRINKLOW & SHELLY R BRINKLOW	WPX ENERGY ROCKY MOUNTAIN LLC
350	CO10956.001	2012-08-28	RYAN FRINK & LEAH FRINK	WPX ENERGY ROCKY MOUNTAIN LLC

351	CO10957.000	2012-08-29	GARY L MAHAFFEY	WPX ENERGY ROCKY MOUNTAIN LLC
352	CO10958.000	2012-08-30	PAUL G ROACH & LINDA ROACH ALSO KNOW AS LINDA L ROACH	WPX ENERGY ROCKY MOUNTAIN LLC
353	CO10959.000	2012-11-05	PATRICK A MONAHAN, ALSO KNOWN AS PATRICK MANAHAN, & BRENDA MONAHAN	WPX ENERGY ROCKY MOUNTAIN LLC
354	CO10960.000	2012-11-27	LEE T SMITH & MONICA O SMITH	WPX ENERGY ROCKY MOUNTAIN LLC
355	CO10961.000	2012-11-13	GARFIELD COUNTY HOUSING AUTHORITY	WPX ENERGY ROCKY MOUNTAIN LLC
356	CO10962.000	2012-11-15	KIM B SHAFFER AND ANDREW H TAYLOR	WPX ENERGY ROCKY MOUNTAIN LLC
357	CO10963.000	2012-11-01	TELLS MEADOW HOME OWNERS ASSOCIATION INC.	WPX ENERGY ROCKY MOUNTAIN LLC
358	CO10964.000	2012-11-28	RRR PROPERTIES LLC	WPX ENERGY ROCKY MOUNTAIN LLC
359	CO10965.000	2012-11-28	TRIPLE R CONSTRUCTION LLC	WPX ENERGY ROCKY MOUNTAIN LLC
360	CO10966.000	2012-06-14	LEBORGNE LAND COMPANY LLC	WPX ENERGY ROCKY MOUNTAIN LLC
361	CO10967.000	2012-12-11	EDWARD H KOCH, JR, AKA EDWARD KOCH, JR	WPX ENERGY ROCKY MOUNTAIN LLC
362	CO10968.000	2012-12-27	PAMELA J WHITTINGTON	WPX ENERGY ROCKY MOUNTAIN LLC
363	CO10969.000	2012-11-19	HELEN ANN JONES AND RUTH A KOTTEN	WPX ENERGY ROCKY MOUNTAIN LLC
364	CO10970.000	2013-03-19	DALE R SPERRY, JOAN L ROBERTS AND GERALDINE F MUSGRAVE	WPX ENERGY ROCKY MOUNTAIN LLC
365	CO10976.001	2013-09-12	DIAMOND MINERALS LLC A COLORADO LIMITED LIABILITY CO REP BY SIDNEY RAY LINDAUER AGENT	WPX ENERGY ROCKY MOUNTAIN LLC
366	CO11004.000	2012-01-13	CHARLES L CONANT JR	WPX ENERGY ROCKY MOUNTAIN LLC
368	CO11006.000	2009-05-01	BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY	WPX ENERGY ROCKY MOUNTAIN LLC
369	CO11007.000	2014-04-23	PUCKETT LAND COMPANY	WPX ENERGY ROCKY MOUNTAIN LLC
370	CO11018.000	2015-07-28	ROSEMARY SHIOLAS	WPX ENERGY ROCKY MOUNTAIN, LLC
371	CO11035.008	2005-01-27	ANVIL POINT PROPERTIES, LTD	WILLIAMS PRODUCTION RMT COMPANY
373	CO11035.071	2006-08-07	BLACK MAGIC #2 LLC	WILLIAMS PRODUCTION RMT COMPANY
374	CO11037.004	2005-01-27	ANVIL POINT PROPERTIES, LTD	WILLIAMS PRODUCTION RMT COMPANY
375	CO11037.017	2008-06-11	LA GARITA LAND & MINERAL COMPANY, LTD	WILLIAMS PRODUCTION RMT COMPANY
376	CO11037.019	2013-03-21	RICHARD P ARNOLD & SHEILA P ARNOLD	WPX ENERGY ROCKY MOUNTAIN LLC
377	CO11037.020	2018-03-05	RICHARD P ARNOLD AND SHEILA P ARNOLD	TEP ROCKY MOUNTAIN LLC
378	CO11052.039	2006-06-05	DEBRA ELLEN SMITH	WILLIAMS PRODUCTION RMT COMPANY
379	CO11052.040	2006-06-15	DAVID LYNN BAUGHMAN	WILLIAMS PRODUCTION RMT COMPANY
380	CO11052.041	2006-07-19	NICHOLL L CLARKE	WILLIAMS PRODUCTION RMT COMPANY
381	CO11052.042	2006-06-26	NICHOLL L CLARKE	WILLIAMS PRODUCTION RMT COMPANY
382	CO11052.043	2006-06-26	MARY JO ROSE CLARKE	WILLIAMS PRODUCTION RMT COMPANY
383	CO11052.044	2006-06-09	ELSIE KESSELRING	WILLIAMS PRODUCTION RMT COMPANY
384	CO11052.045	2006-05-31	FAWN R VANCIL	WILLIAMS PRODUCTION RMT COMPANY
385	CO11052.046	2006-05-16	PHYLLIS JO BURNS JORGENSON, SOLE HEIR OF THE ESTATES OF ROGER ALAN CLARKE AND RUSTY E CLARKE BY INTESTATE SUCCESSION	WILLIAMS PRODUCTION RMT COMPANY
386	CO11052.047	1985-05-07	DAVID H WAYNE	WILLIAMS PRODUCTION RMT COMPANY
387	CO11052.048	2006-05-09	MARIE ERLANDSON	WILLIAMS PRODUCTION RMT COMPANY
388	CO11052.049	2006-06-06	DETTA BAUGHMAN	WILLIAMS PRODUCTION RMT COMPANY
389	CO11052.050	2006-06-12	LESIE LAWER, HEIR OF FRANCES LAWER, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
390	CO11052.051	2006-06-12	ROBERT L LAWER, HEIR OF FRANCES LAWER, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
391	CO11052.052	2006-06-13	FRED E LAWER, HEIR OF FRANCES LAWER, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
392	CO11052.054	2006-07-27	DARLIA GRAVER, HEIR TO LUTHER BAUGHMAN, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
393	CO11052.055	2006-06-08	RONALD ALFRED BAUGHMAN	WILLIAMS PRODUCTION RMT COMPANY

394	CO11052.056	1985-05-07	DONALD TRIMMER HEIR TO JAMES A TRIMMER, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
395	CO11052.057	2006-05-12	MICHAEL SULLIVAN SOLE HEIR TO THE ESTATE OF FRANCES E SULLIVAN	WILLIAMS PRODUCTION RMT COMPANY
396	CO11052.058	2006-05-11	LYDIA CAROL SEXTON	WILLIAMS PRODUCTION RMT COMPANY
397	CO11052.059	2006-05-09	LINDA LYONS	WILLIAMS PRODUCTION RMT COMPANY
398	CO11052.060	2006-06-15	JOHN WILLIAM TRIMMER HEIR TO JOHN E TRIMMER, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
399	CO11052.061	2006-08-04	ARLETTA M FORTIK HEIR TO LUTHER BAUGHMAN, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
400	CO11052.062	2006-12-18	RYAN SWANSON	WILLIAMS PRODUCTION RMT COMPANY
401	CO11052.063	2006-11-04	DARLENE FLEMING	WILLIAMS PRODUCTION RMT COMPANY
402	CO11052.064	2006-12-31	MARY LOU MCCAIN	WILLIAMS PRODUCTION RMT COMPANY
403	CO11052.065	2007-01-10	COLLEEN CONVER	WILLIAMS PRODUCTION RMT COMPANY
404	CO11052.066	2006-10-31	LOIE JEAN LAWER	WILLIAMS PRODUCTION RMT COMPANY
405	CO11052.067	1985-05-07	LOREN LAWER, HEIR OF JOSEPH LAWER, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
406	CO11052.068	1985-05-07	PEGGY NEWELL, HEIR TO JOSEPH LAWER, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
407	CO11074.014	2007-09-26	WOODARD B GATES, LIFE ESTATE	WILLIAMS PRODUCTION RMT COMPANY
408	CO11074.033	2005-12-23	REX E GATES	WILLIAMS PRODUCTION RMT COMPANY
409	CO11074.034	2005-10-14	ALEXANDER L GATES	WILLIAMS PRODUCTION RMT COMPANY
410	CO11074.035	2005-11-01	STERLING J GATES	WILLIAMS PRODUCTION RMT COMPANY
411	CO11074.036	2006-09-11	ALEXANDER L GATES	WILLIAMS PRODUCTION RMT COMPANY
412	CO11074.037	2006-09-11	REX E GATES	WILLIAMS PRODUCTION RMT COMPANY
413	CO11074.038	2006-09-18	STERLING J GATES	WILLIAMS PRODUCTION RMT COMPANY
414	CO11077.009	2003-01-20	CRAIG L HAYWARD, A MARRIED MAN DEALING W SOLE & SEP PROP, & CRISTY A KOENEKE, A MARRIED WOMAN, DEALING W SOLE & SEP PROP, BY CRAIG L HAYWARD AS AUTH IN WARR DEED 8/8/79	WILLIAMS PRODUCTION RMT COMPANY
415	CO11077.010	2003-01-28	HOWARD ORONA AND SARAH D ORONA, HUSBAND AND WIFE	WILLIAMS PRODUCTION RMT CO
416	CO11077.012	2014-06-20	ARLENE D BUSH	WPX ENERGY ROCKY MOUNTAIN LLC
417	CO11077.014	2014-06-09	PAMELA L BORUCH	WPX ENERGY ROCKY MOUNTAIN LLC
418	CO11124.003	2007-09-14	PORTER E COOLEY	WILLIAMS PRODUCTION RMT COMPANY
419	CO11257.000	1987-05-20	EXXON MOBIL GLOBAL SERVICES	BARRETT ENERGY COMPANY
420	CO11267.002	2009-03-10	GIBBONS, WILMA	WILLIAMS PRODUCTION RMT COMPANY
421	CO11267.003	2009-07-31	CRAWFORD, DAVID L	WILLIAMS PRODUCTION RMT COMPANY
422	CO11267.004	2009-07-15	GERALD L BRUCKNER & TIFFANY MARIE EATON-BRUCKNER	WILLIAMS PRODUCTION RMT COMPANY
423	CO11267.005	2009-04-16	HOWARD D WILSON	WILLIAMS PRODUCTION RMT COMPANY
424	CO11267.006	2009-05-20	ROBERT WILSON MINER TRUST, DATED APRIL 13, 1998	WILLIAMS PRODUCTION RMT COMPANY
425	CO11267.007	2009-04-20	MARSHALL DOC WILSON	WILLIAMS PRODUCTION RMT COMPANY
426	CO11267.008	2009-05-03	BARBARA G CONKLIN	WILLIAMS PRODUCTION RMT COMPANY
427	CO11267.009	2009-05-06	LEROY C DEWITT & AVALON DEWITT	WILLIAMS PRODUCTION RMT COMPANY
428	CO11267.010	2009-05-01	ROBERT W HILL & MARGARET P HILL	WILLIAMS PRODUCTION RMT COMPANY
429	CO11267.011	2009-04-28	NANCY ALICE ISABEL DEWITT	WILLIAMS PRODUCTION RMT COMPANY
430	CO11267.012	2009-04-15	EYER R BRUCKNER & BETTY M BRUCKNER	WILLIAMS PRODUCTION RMT COMPANY
431	CO11267.013	2009-03-16	LILLIAN BUMGARDNER	WILLIAMS PRODUCTION RMT COMPANY
432	CO11267.014	2009-05-06	HAROLD T DEWITT JR & NANCY A DEWITT	WILLIAMS PRODUCTION RMT COMPANY
433	CO11267.015	2009-05-06	RICHARD D DEWITT	WILLIAMS PRODUCTION RMT COMPANY
434	CO11267.016	2009-06-26	GARY A DEWITT	WILLIAMS PRODUCTION RMT COMPANY

435	CO11267.017	2009-07-03	LOIS YVONNE MANSFIELD	WILLIAMS PRODUCTION RMT COMPANY
436	CO11267.018	2009-07-03	SHARON R THORNAL	WILLIAMS PRODUCTION RMT COMPANY
437	CO11267.019	2009-05-06	DEBORAH G JESSEE & KEITH L JESSEE	WILLIAMS PRODUCTION RMT COMPANY
438	CO11267.020	2009-04-28	GWENDOLYN H CLARKE	WILLIAMS PRODUCTION RMT COMPANY
439	CO11267.022	2009-03-02	ESTATE OF L L TUCK	WILLIAMS PRODUCTION RMT COMPANY
440	CO11267.023	2009-03-16	EILEEN BUMGARDNER	WILLIAMS PRODUCTION RMT COMPANY
441	CO11267.024	2009-03-16	CAROL REEDY	WILLIAMS PRODUCTION RMT COMPANY
442	CO11267.025	2009-03-30	CORA J LOPEZ, FKA CORA J BUMGARDNER	WILLIAMS PRODUCTION RMT COMPANY
443	CO11267.026	2009-03-16	BETTY L ARENS & ARNOLD R ARENS	WILLIAMS PRODUCTION RMT COMPANY
444	CO11267.027	2009-03-30	LEX J BUMGARDNER	WILLIAMS PRODUCTION RMT COMPANY
445	CO11267.028	2009-03-10	SALLY JO MCNEAL	WILLIAMS PRODUCTION RMT COMPANY
446	CO11267.029	2009-03-10	WILLIAM BRUCKNER	WILLIAMS PRODUCTION RMT COMPANY
447	CO11267.030	2009-03-18	GEORGE H SAGE	WILLIAMS PRODUCTION RMT COMPANY
448	CO11267.031	2009-03-31	DONNA JUNE JOHNSTON & DALE JOHNSTON	WILLIAMS PRODUCTION RMT COMPANY
449	CO11267.032	2009-03-11	GLEN D ZEDIKER	WILLIAMS PRODUCTION RMT COMPANY
450	CO11267.033	2009-03-18	BONNIE GRAMS	WILLIAMS PRODUCTION RMT COMPANY
451	CO11267.034	2009-04-14	CINDY LOU BRUCKNER	WILLIAMS PRODUCTION RMT COMPANY
452	CO11267.035	2009-03-10	MARY LEE BRUCKNER	WILLIAMS PRODUCTION RMT COMPANY
453	CO11267.036	2009-04-02	BUMGARDNER FAMILY TRUST, DATED DECEMBER 30, 1982	WILLIAMS PRODUCTION RMT COMPANY
454	CO11267.037	2009-03-10	JAMES MICHAEL & SHIRLEY MICHAEL	WILLIAMS PRODUCTION RMT COMPANY
455	CO11267.038	2009-03-10	CHARLINE J ALLEN	WILLIAMS PRODUCTION RMT COMPANY
456	CO11267.039	2009-03-05	JANICE ANDERSON & JOHN ANDERSON	WILLIAMS PRODUCTION RMT COMPANY
457	CO11267.040	2009-03-10	MARLENE TRENT & ROBERT TRENT	WILLIAMS PRODUCTION RMT COMPANY
458	CO11267.041	2009-03-10	FLORENCE BLEIL & MARVIN BLEIL	WILLIAMS PRODUCTION RMT COMPANY
459	CO11267.042	2009-05-04	RITA KAY STATHAM & JAMES ROGERS STATHAM JR	WILLIAMS PRODUCTION RMT COMPANY
460	CO11267.043	2009-03-10	EVA LOU HARRIS	WILLIAMS PRODUCTION RMT COMPANY
461	CO11267.044	2009-05-04	PATRICIA E THOMAS AND JOHN L THOMAS	WILLIAMS PRODUCTION RMT COMPANY
462	CO11267.045	2009-04-28	HELEN RASMUSSEN	WILLIAMS PRODUCTION RMT COMPANY
463	CO11267.046	2009-03-11	JOY BAILEY STONE & JACK STONE	WILLIAMS PRODUCTION RMT COMPANY
464	CO11267.047	2009-04-14	DIANE M ZEDIKER-PASTORE & VICTOR PASTORE	WILLIAMS PRODUCTION RMT COMPANY
465	CO11267.048	2009-06-01	CATHERINE M GILLINGHAM & RONALD J GILLINGHAM	WILLIAMS PRODUCTION RMT COMPANY
466	CO11267.049	2009-05-19	JOHN L WHEELER & KARLA G WHEELER	WILLIAMS PRODUCTION RMT COMPANY
467	CO11267.050	2009-05-16	WALTER A WHEELER & VELETA WHEELER	WILLIAMS PRODUCTION RMT COMPANY
468	CO11267.051	2009-04-28	THE DEE AND AUDREY DEWITT FAMILY TRUST DATED NOVEMBER 28, 1995	WILLIAMS PRODUCTION RMT COMPANY
469	CO11267.052	2009-05-06	BOBBIE JEAN CAMDEN & RICKEY CAMDEN	WILLIAMS PRODUCTION RMT COMPANY
470	CO11267.053	2009-03-06	JAMES E SCHOEN	WILLIAMS PRODUCTION RMT COMPANY
471	CO11267.054	2009-05-06	DAVID A DEWITT	WILLIAMS PRODUCTION RMT COMPANY
472	CO11267.055	2009-05-19	WILLIAM ALAN DEWITT	WILLIAMS PRODUCTION RMT COMPANY
473	CO11267.056	2009-05-06	DEANNA K MESTAS & GERALD MESTAS JR	WILLIAMS PRODUCTION RMT COMPANY
474	CO11267.057	2009-07-03	AMANDA L STRANGE	WILLIAMS PRODUCTION RMT COMPANY
475	CO11267.058	2009-04-28	CARLEEN F GATELY	WILLIAMS PRODUCTION RMT COMPANY
476	CO11267.059	2009-05-06	KENNETH D DEWITT	WILLIAMS PRODUCTION RMT COMPANY
477	CO11267.060	2009-05-06	JAMES R DEWITT	WILLIAMS PRODUCTION RMT COMPANY

478	CO11267.061	2009-04-28	DOUGLAS E DEWITT & DORIS G DEWITT	WILLIAMS PRODUCTION RMT COMPANY
479	CO11267.062	2009-05-19	TAMMY A GOETZFRIED	WILLIAMS PRODUCTION RMT COMPANY
480	CO11267.063	2009-05-19	BERYL S DEWITT	WILLIAMS PRODUCTION RMT COMPANY
481	CO11267.064	2009-05-06	DEBRA R DEWITT	WILLIAMS PRODUCTION RMT COMPANY
482	CO11267.065	2010-09-24	JUDY ADAMCYK & RICHARD ADAMCYK	WILLIAMS PRODUCTION RMT COMPANY
483	CO11267.066	2010-09-24	DIANNE BRIMM & JIM BRIMM	WILLIAMS PRODUCTION RMT COMPANY
484	CO11267.067	2010-09-24	DONALD ETTER & SUSAN ETTER	WILLIAMS PRODUCTION RMT COMPANY
485	CO11267.068	2010-09-24	LAWRENCE ETTER & SHEILA ETTER	WILLIAMS PRODUCTION RMT COMPANY
486	CO11267.069	2010-09-24	MICHAEL ETTER	WILLIAMS PRODUCTION RMT COMPANY
487	CO11267.070	2010-09-24	MYRON ETTER & CHRISTINA ETTER	WILLIAMS PRODUCTION RMT COMPANY
488	CO11267.071	2010-09-24	MONA L EVANS & ROBERT EVANS	WILLIAMS PRODUCTION RMT COMPANY
489	CO11267.072	2010-11-08	BRIAN JONES	WILLIAMS PRODUCTION RMT COMPANY
490	CO11267.073	2010-09-24	JAMES JONES	WILLIAMS PRODUCTION RMT COMPANY
491	CO11267.074	2010-09-24	KEVIN JONES	WILLIAMS PRODUCTION RMT COMPANY
492	CO11267.075	2010-09-24	DONNA J LUKE	WILLIAMS PRODUCTION RMT COMPANY
493	CO11267.076	2010-09-24	BARBARA MARTIN & GUY EDWARD MARTIN	WILLIAMS PRODUCTION RMT COMPANY
494	CO11267.077	2010-09-24	PATSY P NUSS	WILLIAMS PRODUCTION RMT COMPANY
495	CO11267.078	2010-09-24	BEVERLY JEAN SHEEHAN	WILLIAMS PRODUCTION RMT COMPANY
496	CO11267.079	2010-10-11	KIM SILVERTHORN	WILLIAMS PRODUCTION RMT COMPANY
497	CO11267.080	2010-09-24	BONNIE WILLIAMSON	WILLIAMS PRODUCTION RMT COMPANY
498	CO11267.081	2010-09-29	MARIE ZEDIKER	WILLIAMS PRODUCTION RMT COMPANY
499	CO11267.082	2010-09-29	CHARDELLE R BUSCH	WILLIAMS PRODUCTION RMT COMPANY
500	CO11267.083	2010-07-21	TOM DANN, AS ATTORNEY-IN-FACT FOR IDA M BARLOW, A WIDOW	WILLIAMS PRODUCTION RMT COMPANY
501	CO11267.084	2010-09-24	GLORIA J CALL	WILLIAMS PRODUCTION RMT COMPANY
502	CO11267.085	2010-09-24	JOHN POST	WILLIAMS PRODUCTION RMT COMPANY
503	CO11267.086	2010-09-24	CATHERINE M STEVENSON	WILLIAMS PRODUCTION RMT COMPANY
504	CO11288.000	1988-06-27	MOBIL OIL CORPORATION	BARRETT RESOURCES CORPORATION
506	CO11434.001	1997-10-20	MARY ANNE BOSELY	BARRETT RESOURCES CORPORATION
507	CO11441.000	2012-09-08	JAMES R DUPRAS & ALEAH J DUPRAS	WPX ENERGY ROCKY MOUNTAIN LLC
508	CO12211.001	2016-09-16	DAVID S MOORE	TEP ROCKY MOUNTAIN LLC
509	CO12211.002	2016-09-16	DEE ANNA MOORE	TEP ROCKY MOUNTAIN LLC
510	CO12211.003	2016-09-16	VICKIE L HERWICK	TEP ROCKY MOUNTAIN LLC
511	CO12211.004	2016-09-23	DOUGLAS E MOORE	TEP ROCKY MOUNTAIN LLC
512	CO12211.005	2016-09-16	DONALD R MOORE & LINDA L MOORE	TEP ROCKY MOUNTAIN LLC
513	CO12211.006	2016-09-16	BONNIE J PALMER	TEP ROCKY MOUNTAIN LLC
514	CO12212.001	2016-10-20	ALEXANDER L GATES	TEP ROCKY MOUNTAIN LLC
515	CO12222.000	2017-02-22	GUY R BOTKIN AND ROBERTA J BOTKIN	TEP ROCKY MOUNTAIN LLC
516	CO12271.001	2017-05-30	MYRA HULSE	TEP ROCKY MOUNTAIN LLC
517	CO12271.002	2017-06-02	DONALD A HULSE	TEP ROCKY MOUNTAIN LLC
518	CO12271.003	2017-06-02	JEAN BERNICE JOHNSON	TEP ROCKY MOUNTAIN LLC
519	CO12271.004	2017-06-01	NIKKOLE H RUDDLE	TEP ROCKY MOUNTAIN LLC
520	CO12301.001	2018-03-05	B KOLE KILLION	TEP ROCKY MOUNTAIN LLC
521	CO12301.002	2018-03-05	BETSY R FREEMAN	TEP ROCKY MOUNTAIN LLC

522	CO12301.003	2018-03-05	CHARLES F WELLER	TEP ROCKY MOUNTAIN LLC
523	CO12301.004	2018-03-05	CYPRESS LAND ACQUISITIONS, LLC	TEP ROCKY MOUNTAIN LLC
524	CO12301.005	2018-03-05	DANIEL P FLANIGAN AND ANN R F FLANIGAN	TEP ROCKY MOUNTAIN LLC
525	CO12301.006	2018-03-01	ELLEN S FREEMAN	TEP ROCKY MOUNTAIN LLC
526	CO12301.007	2018-03-05	EVA CHARLENE WELLER	TEP ROCKY MOUNTAIN LLC
527	CO12301.008	2018-03-05	FREEMAN INVESTMENTS	TEP ROCKY MOUNTAIN LLC
528	CO12301.009	2018-03-05	HUCKLEBERRY MINERALS LLC	TEP ROCKY MOUNTAIN LLC
529	CO12301.010	2018-03-05	JLW INVESTMENT LLC	TEP ROCKY MOUNTAIN LLC
530	CO12301.011	2018-03-01	LAURA FREEMAN MARION	TEP ROCKY MOUNTAIN LLC
531	CO12301.012	2018-03-05	PETER C FREEMAN	TEP ROCKY MOUNTAIN LLC
532	CO12301.013	2018-03-05	PICEANCE ROYALTY PARTNERS LLC	TEP ROCKY MOUNTAIN LLC
533	CO12301.014	2018-03-05	STEVEN W WELLER	TEP ROCKY MOUNTAIN LLC
534	CO12301.015	2018-03-01	TONI L WELLER	TEP ROCKY MOUNTAIN LLC
535	CO12301.016	2018-03-01	WYOTEX OIL COMPANY	TEP ROCKY MOUNTAIN LLC
536	CO12301.017	2018-03-11	GEORGE R BAUER	TEP ROCKY MOUNTAIN LLC

EXHIBIT B

DISTRICT COURT, COUNTY OF GARFIELD, COLORADO 109 8th Street, Suite 104 Glenwood Springs, CO 81601	<div style="text-align: center;">▲ COURT USE ONLY ▲</div>	
Plaintiff: JOLLEY POTTER RANCHES ENERGY CO, LLC, v. Defendant: TEP ROCKY MOUNTAIN LLC.		
Nathan A. Keever, #24630 DUFFORD WALDECK 744 Horizon Court, Suite 300 Grand Junction, CO 81506 Phone: (970) 241-5500 keever@dwmk.com <i>Attorney for Plaintiff and the Plaintiff Class</i> Christopher A. Chrisman, #33132 Michelle R. Seares, #54455 HOLLAND & HART LLP 555 17th Street, Suite 3200 P.O. Box 8749 Denver, CO 80201-8749 Telephone: (303) 295-8000 Facsimile: (303) 295-8261 cachrisman@hollandhart.com mrseares@hollandhart.com <i>Attorneys for Defendant TEP Rocky Mountain LLC</i>		
<div style="text-align: center;"> JOINT MOTION FOR AN ORDER PRELIMINARILY APPROVING PROPOSED CLASS ACTION SETTLEMENT </div>		

Plaintiff Jolley Potter Ranches Energy Co., LLC (“Jolley Potter”), on behalf of itself and the certified class of royalty owners defined in paragraph 15 below (together, the “Plaintiff Class”) and Defendant TEP Rocky Mountain LLC (“TEP”) (collectively, the “Parties”), respectfully request, pursuant to C.R.C.P. 23(e), that the Court preliminarily approve the Parties’ proposed class action settlement agreement, and enter related procedural orders in anticipation of a final hearing.

The Parties seek entry of an order: (1) preliminarily approving the class settlement agreement (“Settlement Agreement”), attached as Exhibit 1; (2) approving the proposed class settlement notice to be mailed to the Plaintiff Class members; (3) establishing the deadline and manner for Plaintiff Class members to submit objections to the proposed Settlement Agreement, Class Counsel’s request for attorneys’ fees and expense reimbursements; (4) establishing the deadline for the Parties’ submission of motions in support of final approval of the Settlement Agreement and Class Counsel’s request for an award of attorneys’ fees and expenses; and (5) setting a hearing date to consider motions for final approval of the proposed Settlement Agreement and Class Counsel’s attorneys’ fees and expenses.¹

As grounds for this Joint Motion, the Parties state as follows:

BACKGROUND

1. On February 19, 2019, Jolley Potter filed its class action Complaint against TEP in the District Court of Garfield County, Colorado.

¹ All capitalized terms not otherwise defined shall have the same meanings ascribed to them in the Settlement Agreement.

2. In this case, Jolley Potter, on behalf of itself and a class of similarly situated royalty owners, alleges that TEP, formerly known as WPX Energy Rocky Mountain, LLC, improperly deducted gathering and gathering-related fuel costs when calculating royalties paid on natural gas, claiming these deductions were prohibited by the Parties' oil and gas leases. TEP has denied those allegations and asserted a counterclaim and affirmative defenses.

3. On June 1, 2022, the Parties filed a Stipulation and proposed Scheduling Order ("Stipulation"), stipulating to class certification, the scope of the litigation, and the amount at issue. *See* Stipulation (6/1/2022). On June 2, 2022, the Court entered an Order adopting the Parties' Stipulation. *See* Order (6/2/2022).

4. On June 30, 2022, the Parties filed a Joint Submission of Stipulated Order Regarding Class Certification ("Joint Submission of Stipulated Order"), which requested that the Court enter an order certifying a class action pursuant to C.R.C.P. 23(b)(3) in accordance with the Stipulation. *See* Joint Submission of Stipulated Order (6/30/2022).

5. By Order dated June 30, 2022, the Court certified the Plaintiff Class pursuant to C.R.C.P. 23(b)(3) in accordance with the Parties' Joint Submission of Stipulated Order, appointed Jolley Potter as the Class Representative, appointed Jolley Potter's attorneys Nathan Kever, G.R. Miller, David Seely, and Ryan Meyer as Class Counsel, approved the form and contents of the notice of class certification to be mailed to Plaintiff Class members, and established the deadline and manner for Plaintiff Class members to request exclusion from the certified class. *See* Order Certifying a Class Action (6/30/2022).

6. Pursuant to the Court's Order Certifying a Class Action, Class Counsel notified the Class members of the pending class action and their right to exclude themselves from the Plaintiff

Class in July 2022. *See* Aff. of Amanda Gorney (6/11/2025). No Class members have exercised their right to exclude themselves from the Plaintiff Class.

7. Over the past six years, and both before and after class certification, Jolley Potter, Class Counsel, and TEP have engaged in extensive information and written discovery and document and data production relevant to TEP's payment of royalties on the production and sale of natural gas and liquid hydrocarbons during the Class Period. Class Counsel and TEP's attorneys have retained experienced royalty accounting, gas production, and marketing experts to analyze the data and determine the amounts at issue in the case. Given the size and complexity of this data, the examination of the relevant royalty accounting information took a significant amount of time to review. The Parties' experts also prepared extensive expert reports relevant to the Class Claims.

8. Class Counsel and TEP's attorneys have participated in continuous settlement discussions in order to resolve the Class Claims. In July 2021, the Parties agreed to postpone additional discovery, as well as to forego setting a scheduling conference for expert discovery and class certification briefing, in order to conduct settlement discussions. Despite the exchange of extensive and complex royalty accounting data for settlement purposes, and the Parties' good faith efforts to reach a voluntary resolution of Jolley Potter's claims, the Parties' initial settlement discussions were unsuccessful. This led to the Parties' Stipulation as to class certification and the scope of the litigation. *See* Joint Status Report (9/21/2021); Joint Status Report (5/25/2022); and Stipulation (6/1/2022).

9. On April 4, 2021, the Parties filed cross-motions for summary judgment, and completed briefing on cross-motions for summary judgment on May 24, 2021. The Parties also appeared before the Court for oral argument on the Parties' cross-motions for summary judgment

on February 14, 2024. By Order dated July 18, 2024, the Court denied the Parties' cross-motions for summary judgment. *See* Order Denying Cross-Mots. for Summ. J. (7/18/2024). The Plaintiff Class sought reconsideration of the Court's Order Denying Cross-Motions for Summary Judgment, which TEP opposed. The Court denied the Plaintiff Class's Motion for Reconsideration. *See* Order Denying Mot. to Reconsider (9/30/2024).

10. Following the Court's denial of the Parties' cross-motions for summary judgment and the Plaintiff Class's Motion for Reconsideration, the Parties re-engaged in settlement discussions in order to resolve the Class Claims, including exchanging additional significant royalty accounting data. The Parties reached agreement on the basic terms of the settlement on May 16, 2025, subject to the negotiation of mutually agreeable settlement documents. The Parties have completed the negotiation and drafting of those settlement documents, and present them to the Court along with this Joint Motion.

11. The Parties have agreed upon a class settlement agreement (the "Settlement Agreement"), which is attached as Exhibit 1.

12. The Parties and their counsel now request this Court enter an Order preliminarily approving the Settlement Agreement, approving the proposed form of Notice to Plaintiff Class members (attached as Exhibit 2), establishing an objection procedure and deadline, and setting a date for final hearing on the Settlement Agreement and an award of attorneys' fees, litigation expenses and other costs.

13. The Parties submit that, unless the Court's evaluation of the grounds and evidence discloses a basis to doubt the fairness of the proposed Settlement Agreement, the Court may

preliminarily approve the Settlement Agreement, approve notice to Plaintiff Class members of the proposed settlement (including their rights to object), and may set a date for a final fairness hearing.

14. The Parties submit that approval of the Settlement Agreement is in the best interests of the Parties and the Plaintiff Class, and that this Court therefore should enter its Order granting preliminary approval of the proposed Settlement Agreement.

THE SETTLEMENT AGREEMENT

15. The Plaintiff Class, certified by the Court pursuant to C.R.C.P 23(b), is defined as follows:

The persons or entities who own oil and gas leases of the type categorized as Category 2 Royalty Instruments in *Lindauer v. Williams Production RMT Company*, Case No. 2006cv317 filed in the District Court in and for Garfield County, Colorado and have received royalty or overriding royalty payments on behalf of TEP Rocky Mountain LLC (TEP) from sales of natural gas produced in Garfield County during and after the production month of February 2013 until December 2021; whether or not such persons or entities are included in the certified *Lindauer* Class; and excluding from such Class:

(1) TEP, WPX Energy Rocky Mountain, LLC, Williams Production RMT Company, LLC, Williams Production RMT Company, and any of their affiliates;

(2) NYSE or NASDAQ listed entities (together with their subsidiaries and affiliates) engaged in oil and gas exploration and production; and

(3) those owners to the extent their interests are subject to the class-action settlement entered into in *Sefcovic v. TEP Rocky Mountain, LLC*, Case No. 17-cv-01990-MSK-MEH filed in the United States District Court for the District of Colorado.

See Order (6/30/2022) ¶ 5.

16. In order to resolve the Plaintiff Class's claims for royalty underpayments, TEP has agreed to pay a gross settlement amount of \$900,962.00 to the members of the Plaintiff Class, which was paid into an interest-bearing escrow account (the "Class Settlement Fund") on June 2, 2025.

17. The settlement amount being paid by TEP is in settlement of the Class Claims asserted by the Plaintiff Class on natural gas production sold by TEP from February 2013 until December 2020, as described in the Settlement Agreement. The distribution to the Plaintiff Class will be made *pro rata*, based upon each Plaintiff Class member's proportionate share of alleged underpayments, as detailed in paragraph 3(b) of the Settlement Agreement. A projected proportionate distribution of the Class Settlement Fund (the "Final Distribution Schedule") to each Plaintiff Class member will be presented to the Court along with the parties' Motion for Final Approval of the Settlement Agreement (discussed in paragraph 32 below).

18. Class Counsel will request an award of attorneys' fees, and reimbursement of expenses that have been or will be incurred by Class Counsel, which shall be paid from the Class Settlement Fund. TEP takes no position on such requests and is not responsible under the Settlement Agreement for any award of attorneys' fees, or expense reimbursements.

19. All Plaintiff Class members shall be bound by the provisions of the Settlement Agreement, if approved.

20. Upon the Court's final approval of the proposed Settlement Agreement, the Class Claims asserted and settled (the "Settled Claims") in this lawsuit will be dismissed with prejudice.

21. Until and unless approved by the Court, the Settlement Agreement shall not become effective and shall not be deemed to waive, withdraw, resolve, or prejudice any party's position, claims, defenses, or any other matter related to this action.

**THE PROPOSED SETTLEMENT AGREEMENT IS FAIR,
REASONABLE, AND ADEQUATE**

22. The standard for evaluating settlements of class actions under C.R.C.P. 23 is whether the proposed settlement agreement is fair, reasonable, and adequate. *See Thomas v. Rahmani-Azar*, 217 P.3d 945, 947 (Colo. App. 2009); *see also* NEWBERG ON CLASS ACTIONS § 13:12 (6th ed.). Additionally, public policy favors settlement of complex litigation, so long as the proposed agreement is fair, reasonable, and adequate. *See Helen G. Bonfils Found. v. Denver Post Emps. Stock Trust*, 674 P.2d 997, 998 (Colo. App. 1983). Courts typically presume that settlements are fair and reasonable when recommended by both parties and their counsel. The primary objectives at the point of preliminary approval are “to establish whether to direct notice of the proposed settlement to the class, invite the class’s reaction, and schedule a final fairness hearing.” NEWBERG ON CLASS ACTIONS § 13:10 (6th ed.).

23. When evaluating class action settlements, Colorado courts agree on a nonexclusive list of factors to ensure fundamental fairness, reasonableness and adequacy: (1) the strength of the plaintiff’s case; (2) risk and expense of further litigation; (3) the amount of the settlement; (4) extent of discovery completed; (5) experience and views of counsel; and (6) the reaction of interested parties to the settlement. *Thomas*, 217 P.2d at 948.

24. The proposed Settlement Agreement meets all of the required elements for preliminary approval: *First*, serious questions of law and fact exist which place the strength of the Plaintiff Class’s case and the ultimate outcome of this litigation in doubt. *See, e.g., Exhibit 2 ¶ 3*

(describing Class Claims and TEP's defenses). TEP denies that the Parties' oil and gas leases prohibit the deduction of gathering and gathering-related fuel costs, and it would vigorously defend its rights if the case were litigated further. *Second*, if the Plaintiff Class and TEP are not able to resolve the Plaintiff Class's claims now, the Parties would have to prepare for trial, and ultimately try this case. *Third*, the value of an immediate recovery to the Plaintiff Class clearly outweighs the mere possibility of future relief after additional protracted and expensive litigation. As per the Parties' calculations, the amount which TEP has agreed to pay the Plaintiff Class members to settle their claims constitutes a significant percentage of the amount in controversy, plus substantial interest. This avoids the risk to the Plaintiff Class members of a recovery of a substantially smaller amount at an uncertain date in the future. *Fourth*, it is the judgment of the Parties and their counsel that the proposed Settlement Agreement is fair and reasonable. The settlement was fairly and honestly negotiated by the Parties' counsel, who are very experienced in oil and gas royalty underpayment class action litigation.

25. Counsel believe that it is in the best interest of all Parties to enter into the attached Settlement Agreement. The Parties and their attorneys have agreed to the Settlement Agreement terms with full knowledge of the critical factual and legal issues in this case and only after conducting extensive discovery and a comprehensive evaluation of voluminous royalty payment data. Based upon the information obtained throughout this litigation, Class Counsel, who have extensive experience in royalty underpayment litigation, strongly recommend approval of this Settlement Agreement. Moreover, the proposed Settlement Agreement avoids the extensive risk, time, and expense of continuing this class-action litigation with an uncertain outcome. The Plaintiff Class members will receive substantial benefits from the proposed Settlement Agreement.

Each member of the Plaintiff Class will receive a payment in compensation for the claim for royalty underpayments for production from February 1, 2013, through December 30, 2020. The members of the Plaintiff Class will benefit from a reasonable and fair resolution of this litigation, avoiding additional risk, expense, and delay.

THEREFORE, the Court should determine that the Settlement Agreement is fair, reasonable, and adequate, and should preliminarily approve the proposed Settlement Agreement.

NOTICE TO THE CLASS AND PROCEDURE FOR OBJECTIONS

26. The Parties have agreed on the form and content of notice to the Plaintiff Class regarding the proposed Settlement Agreement, attached as Exhibit 2 (the “Notice”). The Notice is also attached to the Settlement Agreement as Exhibit C.

27. The Notice advises the Plaintiff Class members of (a) the existence of this action; (b) the certification of the Plaintiff Class; (c) the nature of the Settled Claims and TEP’s defenses; (d) the pending approval of the Settlement Agreement; (e) the monetary amount that TEP has agreed to pay to resolve the past royalty underpayment claims of the Plaintiff Class; (f) the method of allocation of the Class Settlement Fund; (g) Class Counsel’s anticipated request for payment of attorneys’ fees and litigation expense reimbursements; (h) the date, time, and place of the hearing to consider final approval of the proposed Settlement Agreement; and (i) their right to object and be heard at the hearing to consider final approval of the Settlement Agreement.

28. The Parties request that the Court order that the Notice attached as Exhibit 2 be sent by first-class mail to all Plaintiff Class members whose addresses are available from TEP’s accounting records. Class Counsel has agreed to be responsible for mailing the Notice to the

Plaintiff Class members within seven (7) days after the Court enters its Order granting preliminary approval of the Settlement Agreement.

29. The Parties agree that, because the Plaintiff Class has been certified as a class action, and because putative class members were previously provided with an opportunity to exclude themselves from the Plaintiff Class, no additional exclusion opportunity is necessary or appropriate.

30. The Parties request that the Court enter an Order that any Plaintiff Class member wishing to make objections to, or comment on, the Settlement Agreement, or Class Counsel's request for attorneys' fees and expenses reimbursements, shall postmark and mail such objections or comments at least fourteen (14) days before the final fairness hearing. The Parties further request that the Court enter an Order that any Plaintiff Class member wishing to be heard at the final fairness hearing must file a written objection, and notice of intention to appear with the Court, and serve that objection and notice on the attorneys in this case, at least seven (7) days before the final fairness hearing.

31. The Parties will file their Motion for Final Approval of the Settlement Agreement, and any papers in support, at least twenty-one (21) days prior to the final fairness hearing. Class Counsel will also file their motion for an award of attorneys' fees and litigation expense reimbursements, at least twenty-one (21) days prior to the final fairness hearing. The Parties will file their response to any objections to the Settlement Agreement, or Class Counsel's request for attorneys' fees and expenses reimbursements, at least seven (7) days prior to the final fairness hearing.

32. The Parties have agreed that TEP will prepare, in accordance with the terms of paragraphs 3(c) and 5(b) of the Settlement Agreement and the Orders of this Court, a schedule of distribution of the Settlement Amount to individual Plaintiff Class members which will set out the gross amount allocated to each Plaintiff Class member for each Class Claim, in total, and which identifies each Plaintiff Class member by TEP Owner Number. The Parties have also agreed that such preliminary schedule of distribution shall be posted on Class Counsel's website (dwmk.com) so that each Plaintiff Class member may determine her/his/its proportionate share of the Settlement Amount when evaluating the proposed settlement.

33. All costs and expenses associated with mailing the Notice to the Plaintiff Class members, and with the allocation of the Settlement Amount, after receipt of the distribution schedule, shall be borne by Class Counsel, and reimbursed out of the interest earned by the Settlement Escrow Account, as approved by the Court.

PLAINTIFF'S POSITION ON COSTS AND ATTORNEYS' FEES

34. Jolley Potter asserts that, if the Settlement Agreement is approved, Class Counsel is entitled to payments from the Class Settlement Fund for (a) the actual out-of-pocket expenses incurred by Class Counsel, including expenses which Class Counsel will incur in the further handling of this litigation and in the administration of the Class Settlement; and (b) attorneys' fees to Class Counsel. Class Counsel intends to request an award of attorneys' fees of one-third (1/3rd) of the Class Settlement Fund after reimbursement of litigation expenses together with a proportionate amount of interest accrued by the Settlement Escrow Account prior to distribution.

35. Jolley Potter and Class Counsel request that the Court consider Class Counsel's request for attorneys' fees and expense reimbursements at the hearing to consider final approval of the Settlement Agreement.

36. TEP agrees that the payment of any and all attorneys' fees and expenses that may be awarded to Class Counsel, as well as all expenses of administering the Settlement Agreement, are to be made from the Class Settlement Fund. TEP believes that the monetary settlement and other considerations being offered to the Plaintiff Class are fair and reasonable. TEP takes no position on Class Counsel's request for an award of attorneys' fees and expense reimbursements.

CONCLUSION

For the reasons set forth above, the Parties jointly request that the Court grant the requested relief. A proposed Order accompanies this Motion.

Dated: June 25, 2025

s/ Nathan A. Keever

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**ATTORNEYS FOR PLAINTIFF JOLLEY
POTTER RANCHES ENERGY Co., LLC AND
THE CLASS**

34880643

EXHIBIT C

DISTRICT COURT OF GARFIELD COUNTY, COLORADO

There is a Proposed Settlement in a class action
brought against TEP Rocky Mountain LLC on
behalf of certain royalty owners.

You may be able to obtain benefits

A court authorized this notice. This is NOT a solicitation from an attorney.

A Proposed Settlement (“JPR 2019 Settlement”) has been reached in a class action lawsuit against TEP Rocky Mountain LLC (“TEP”). The lawsuit is about the alleged underpayment of royalty payments made by TEP on the production of natural gas from wells in Garfield County, Colorado. The Court previously certified this case as a class action. This Notice is being sent to you because you may be a member of the JPR 2019 Class who is eligible to receive monetary benefits from the JPR 2019 Settlement. Please read this Notice carefully.

A SUMMARY OF YOUR RIGHTS AND CHOICES	
REMAIN A JPR 2019 CLASS MEMBER	To remain a member of the JPR 2019 Class, you do not need to take any action. JPR 2019 Class members will receive money from the JPR 2019 Settlement as outlined in Section 4 of this Notice. Due Date: <u>Automatic Distribution</u>
OBJECT OR COMMENT ON THE PROPOSED JPR 2019 SETTLEMENT	If you are a JPR 2019 Class member, you can object to or comment on the JPR 2019 Settlement on your own or through your attorney. <i>See</i> Section 7 of this Notice. Due Date: <u>Post-marked on or before</u> , <u>2025</u>

1. WHY YOU RECEIVED THIS NOTICE.

Records show that you have received a royalty payment from TEP between February 1, 2013, and December 31, 2021, from wells in Garfield County, Colorado due to an ownership interest in certain oil and gas leases. This Notice is sent to you to inform you about the proposed settlement of a class action lawsuit, captioned *Jolley Potter Ranches Energy, LLC v. TEP Rocky Mountain LLC*, Case No. 2019-CV-30036, in the District Court of Garfield County, Colorado (the “Lawsuit”), brought on behalf of certain royalty payees who received royalty payments from TEP for natural gas (“Gas”) produced in Garfield County, Colorado due to an ownership interest in certain oil and gas leases. The settlement has been preliminarily approved by the Court as being fair, reasonable, and adequate. As explained below, you may be entitled to monetary benefits under the JPR 2019 Settlement if the JPR 2019 Settlement is finally approved by the Court.

You may be a member of the class of royalty payees defined below who are covered by a proposed settlement of the Lawsuit. In this Notice, the settlement is referred to as the “JPR 2019 Settlement” and the class of TEP gas royalty payees covered by the Settlement is referred to as the “JPR 2019 Class.” The JPR 2019 Class includes the following:

The persons or entities who own oil and gas leases of the type categorized as Category 2 Royalty Instruments in *Lindauer v. Williams Production RMT Company*, Case No. 2006cv317 filed in the District Court in and for Garfield County, Colorado and have received royalty or overriding royalty payments on behalf of TEP Rocky Mountain LLC (TEP) from sales of natural gas produced in Garfield County during and after the production month of February 2013 until December 2021; whether or not such persons or entities are included in the certified *Lindauer* Class; and excluding from such Class:

- (1) TEP, WPX Energy Rocky Mountain, LLC, Williams Production RMT Company, LLC, Williams Production RMT Company, and any of their affiliates;
- (2) NYSE or NASDAQ listed entities (together with their subsidiaries and affiliates) engaged in oil and gas exploration and production; and
- (3) those owners to the extent their interests are subject to the class-action settlement entered into in *Sefcovic v. TEP Rocky Mountain, LLC*, Case No. 17-cv-01990-MSK-MEH filed in the United States District Court for the District of Colorado.

The Court has appointed the Plaintiff in the Lawsuit as class representative for the JPR 2019 Class, and the Plaintiff’s attorneys as counsel for the JPR 2019 Class (“Class Counsel”).

This Notice outlines the terms of the JPR 2019 Settlement, who is a JPR 2019 Class member, how JPR 2019 Settlement monies will be paid, and how to comment on, or object to, the proposed JPR 2019 Settlement. This Notice also explains that the Court will hold a Final Fairness Hearing to decide whether to approve the JPR 2019 Settlement on _____, 2025, at _____ a.m./p.m., in Courtroom _____ of the District Court of Garfield County Courthouse, 109 8th St., Suite 104, Glenwood Springs, Colorado, 81601.

2. WHAT IS A CLASS ACTION?

A class action is a type of lawsuit in which a named Plaintiff brings a suit on behalf of all of the members of a similarly-situated group to recover damages and other relief for the entire group, without the necessity of each member filing an individual lawsuit, incurring expenses or appearing as an individual plaintiff. Class actions are used

by the courts when the claims raise issues of law or fact that are common, making it fair to bind all class members to the orders and judgments in the case, without the necessity of multiple lawsuits involving hearing the same claims over and over.

3. THE LAWSUIT.

Plaintiff, on behalf of itself and all other similarly situated royalty payees, filed the Lawsuit against TEP on February 19, 2019, in the District Court of Garfield County, Colorado. The Lawsuit seeks monetary relief against TEP for a class of natural gas royalty payees, except for certain payees who are excluded from the class. The Lawsuit has been pending before the Honorable Anne K. Norrdin, District Judge of the District Court of Garfield County, Colorado. On June 30, 2022, the Court certified the JPR 2019 Class defined in Section 1 above.

Plaintiff has alleged that, at various times from February 1, 2013, until December 31, 2020, TEP underpaid royalties by deducting certain gathering costs when calculating royalties paid on the production and sale of natural gas from February 2013 through December 2020 (the “Disputed Amounts”) in breach of the JPR 2019 Class’s oil and gas leases (the “Class Claims”).

TEP has disputed the Class Claims. Class Counsel has extensively reviewed and analyzed information and documents regarding TEP’s calculation of royalties paid to the members of the JPR 2019 Class. The Parties also have engaged in continuous negotiations over the resolution of the Class Claims. The JPR 2019 Settlement described in this Notice is the result of those negotiations.

Class Counsel and the Plaintiff believe that the issues before the Court are complex, and there is uncertainty as to the outcome of the Lawsuit should it proceed to trial. TEP denies all of the Class Claims and continues to deny any wrongdoing or liability to Plaintiff or any member of the JPR 2019 Class in connection with the Class Claims. TEP contends that the Class Claims have no merit, and that TEP would prevail at trial in the Lawsuit, including any necessary appeal.

Class Counsel and the Plaintiff have considered both the monetary benefits of the proposed JPR 2019 Settlement and the risks of proceeding if the JPR 2019 Settlement was rejected. Class Counsel and the Plaintiff have concluded that the proposed JPR 2019 Settlement provides members of the JPR 2019 Class with substantial monetary benefits, resolves disputed issues without prolonged litigation and expense, avoids the delay and expense of likely appeals, eliminates inherent risks of litigation, and is in the best interests of the JPR 2019 Class. Plaintiff and Class Counsel have concluded that the proposed JPR 2019 Settlement is fair, reasonable, and adequate.

4. THE SETTLEMENT.

TEP has agreed to pay the sum of \$900,962.00 in order to settle the Lawsuit (the “Settlement Fund”), paid into an interest-bearing escrow account on June 2, 2025. The amount of the Settlement Fund that will be available for distribution to each member of the JPR 2019 Class will be determined by each member’s proportionate share of the Disputed Amounts.

The method to be used to allocate the Settlement Fund to each JPR 2019 Class member is set out in the JPR 2019 Settlement, which is available to you on the website of Class Counsel, online at www.dwmk.com. The website of Class Counsel (www.dwmk.com) also will include a spreadsheet on which you can identify, by your TEP Owner Number, the gross amount allocated to you if the JPR 2019 Settlement is approved prior to reduction for attorney fees and expenses as approved by the Court.

The Court has preliminarily approved the JPR 2019 Settlement.

The expenses and attorneys’ fees of Class Counsel, as approved by the Court, will be subtracted from the Settlement Fund to determine the net amount to be distributed to the members of the JPR 2019 Class. Class Counsel will request that the Court award attorneys’ fees of one-third of the net Settlement Fund, plus accrued interest on that amount. Class Counsel will also seek to be reimbursed for out-of-pocket expenses Class Counsel has expended

in prosecuting this action, and for additional expenses related to the notice and administration of the JPR 2019 Settlement (with such notice and administration expenses to be paid first out of the interest accrued on the Settlement Fund in the Escrow Account) prior to the distribution to the JPR 2019 Class members. You may review a copy of Class Counsel's application for attorney fees and expenses on the website of Class Counsel (www.dwmk.com), which will contain the total amount of attorneys' fees and expenses requested by Class Counsel.

Upon final Court approval, eligible members of the JPR 2019 Class will receive the monetary benefits of the JPR 2019 Settlement and will be bound by the resulting Order in the Lawsuit, barring them from bringing any claims, demands, or causes of action arising from the Class Claims.

For more detailed information regarding the terms of the JPR 2019 Settlement, please read the JPR 2019 Settlement, which you may review online at www.dwmk.com or you may obtain a copy of the JPR 2019 Settlement by contacting Class Counsel as identified in Section 9 of this Notice.

5. THE COURT HAS CONDITIONALLY APPROVED THE SETTLEMENT.

The Court has provisionally determined that the JPR 2019 Settlement is fair, reasonable, and adequate. On June 30, 2022, the Court ordered that this case may proceed as a class action. This does not mean that Plaintiff would be successful if the case went to trial. The Court has made no final determination as to the merits of the Lawsuit. This Notice and the proposed JPR 2019 Settlement do not imply that TEP is liable to Plaintiff or to any member of the JPR 2019 Class for any of the Class Claims.

6. REMAINING A MEMBER OF THE JPR 2019 CLASS.

As a member of the JPR 2019 Class, you do not need to take any action. Plaintiff and Class Counsel will represent your interests as a member of the JPR 2019 Class. You will not be charged for their services or any expenses other than the payment of attorney fees and expenses from the Settlement Fund that are approved by the Court. You may enter an appearance in the Lawsuit by yourself or through your attorney, at your own expense. You will be bound by the judgment and final disposition of the Lawsuit, and if eligible, you should receive a distribution check for your share of the Settlement Fund approximately 14 days after the Approval Event specified in the JPR 2019 Settlement Agreement. If you are a JPR 2019 Class member and the JPR 2019 Settlement is approved, you will be barred from bringing any further legal action against TEP, its affiliates, and its predecessors, arising from the Class Claims.

Should the JPR 2019 Settlement be approved, you will:

- 1) Receive your allocated share of the Settlement Fund (after payment of attorney fees and expenses approved by the Court).
- 2) Release the Class Claims.

7. RIGHT TO OBJECT TO THE JPR 2019 SETTLEMENT.

The Court has determined that, because JPR 2019 Class members were previously provided with an opportunity to exclude themselves from the JPR 2019 Class, there is no additional right for JPR 2019 Class members to exclude themselves from the proposed JPR 2019 Settlement.

You may, however, object to the proposed JPR 2019 Settlement and/or to Class Counsel's application for attorney fees and expenses. **All objections shall be in writing and must be filed on or before _____, 2025, which is 14 days before the date of the Final Fairness Hearing,** with the Court at the address of the District Court Clerk as it appears below. Your objection must set forth your full name, current address, and telephone number. In addition, your objection must include **a written statement of the position that you wish to assert.** Your objection also must be mailed to each of the following and postmarked on or before _____, 2025:

Class Counsel

Nathan A. Keever
DUFFORD WALDECK
744 Horizon Court, Suite 300
Grand Junction, CO 81506

Counsel for TEP

Christopher A. Chrisman
Michelle R. Seares
HOLLAND & HART LLP
555 Seventeenth Street, Suite 3200
Denver, CO 80201-8749

You or your attorney may appear at the Final Fairness Hearing, but are not required to do so. **In order to be heard at the Final Fairness Hearing you must file a Notice of Intent to Appear at the Final Fairness Hearing with the Court on or before _____, 2025.** Any JPR 2019 Class member who does not file a notice of intent to appear at the Final Fairness Hearing may be prohibited from participating at that Hearing.

8. FINAL FAIRNESS HEARING.

A Final Fairness Hearing will be held on _____, 2025, at __ a.m./p.m. in Courtroom ____ of the District Court of Garfield County Courthouse, located at 109 8th St., Suite 104, Glenwood Springs, Colorado, 81601. The purpose of the Hearing will be to finally determine whether the proposed JPR 2019 Settlement is fair, reasonable, and adequate, and whether a final judgment approving the JPR 2019 Settlement should be entered. The amount of attorney fees and expenses to be paid from the Settlement Fund to Class Counsel, will also be considered at the Final Fairness Hearing. The Hearing may be continued or adjourned without further notice to the JPR 2019 Class.

If the JPR 2019 Settlement is approved, Plaintiff and each member of the JPR 2019 Class will be bound by the JPR 2019 Settlement. Additionally, the respective heirs, executors, administrators, representatives, agents, successors, and assigns of the JPR 2019 Class members will be deemed bound by the JPR 2019 Settlement as to that member's interests. Likewise, the JPR 2019 Settlement will bind TEP and its successors and assigns.

9. ATTORNEYS FOR THE PARTIES.

Attorneys for the Plaintiff and the JPR 2019 Class ("Class Counsel")

Nathan A. Keever, #24630
DUFFORD WALDECK
744 Horizon Court, Suite 300
Grand Junction, CO 81506
Phone: (970) 241-5500
keever@dwmk.com

George R. Miller, #8406
G.R. MILLER, P.C.
534 Main Avenue
Durango, CO 81301
Phone: (970) 247-1113
bob@grmillerlaw.com

David G. Seely, KS State Reg. #11397
Ryan K. Meyer, KS State Reg. #24340
FLEESON, GOOING, COULSON & KITCH, LLC
301 N. Main, Suite 1900
Wichita, KS 67202

Phone: (316)267-7361
dseely@fleeson.com
rmeyer@fleeson.com

Attorneys for TEP Rocky Mountain LLC

Christopher A. Chrisman, #33132
Michelle R. Seares, #54455
HOLLAND & HART LLP
555 Seventeenth Street, Suite 3200
Denver, CO 80201-8749
Phone: (303) 295-8000
cachrisman@hollandhart.com
mrseares@hollandhart.com

ANY QUESTIONS CONCERNING THE SETTLEMENT SHOULD BE DIRECTED TO CLASS COUNSEL.

In any written correspondence with the attorneys or submissions to the Court, it is important that the envelope and any documents inside contain the following case name and identifying number:

Jolley Potter Ranches Energy, LLC v. TEP Rocky Mountain LLC, Case No. 2019-CV-30036

In addition, you must include your full name, address, and telephone number.

10. IF YOU WANT TO INSPECT THE COURT FILE.

The complaints, answers, pleadings, court orders, and other documents, including the JPR 2019 Settlement, are available online at www.dwmk.com. In addition, all pleadings are on file in this case and may be inspected at the following address:

**District Court of Garfield County, Colorado
Garfield County Courthouse
109 8th St., Suite 104
Glenwood Springs, Colorado 81601**

DO NOT WRITE OR TELEPHONE THE CLERK'S OFFICE if you have any questions about this Notice or the TEP Settlement. Please address any questions regarding this Notice or the proposed JPR 2019 Settlement in writing to Class Counsel, at the address identified in Section 9 of this Notice, or by telephone to Class Counsel, at the telephone number identified in Section 9 of this Notice.

DO NOT CALL THE COURT OR THE COURT CLERK

34884110

EXHIBIT D

DISTRICT COURT, COUNTY OF GARFIELD, COLORADO 109 8th Street, Suite 104 Glenwood Springs, CO 81601	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>	
Plaintiffs: JOLLEY POTTER RANCHES ENERGY CO, LLC, v. Defendant: TEP ROCKY MOUNTAIN LLC.		
ORDER PRELIMINARILY APPROVING THE PARTIES' PROPOSED CLASS SETTLEMENT AGREEMENT		

This matter comes before the Court on the Joint Motion of Plaintiff Jolley Potter Ranches Energy Co., LLC's ("Plaintiff"), on behalf of itself and the certified class of royalty owners defined in paragraph 4 below (together "the Plaintiff Class"), and Defendant TEP Rocky Mountain LLC ("TEP") (collectively, the "Parties"), for an order: (1) preliminarily approving the proposed class Settlement Agreement; (2) approving the proposed Notice to be mailed to the Plaintiff Class members; (3) establishing the deadline and manner for Plaintiff Class members to submit objections to the proposed Settlement Agreement and Class Counsel's request for attorneys' fees and expense reimbursements; (4) establishing the deadline for the Parties' submission of motions in support of final approval of the Settlement Agreement and Class Counsel's request for an award of attorneys' fees and expenses; and (5) setting a hearing date to consider motions for final approval of the proposed Settlement Agreement and Class Counsel's attorneys' fees and expenses.

The Court, having reviewed and considered the Parties' Joint Motion, the proposed class Settlement Agreement, the proposed Notice, pertinent portions of the entire record in this litigation

to date, and after hearing the arguments of the Parties' attorneys at the hearing to consider the Joint Motion, finds as follows:

1. On February 19, 2019, Plaintiff filed its class action complaint against TEP in the District Court of Garfield County, Colorado.

2. Plaintiff, on behalf of itself and a class of similarly situated royalty owners, asserts class claims against TEP alleging that TEP, formerly known as WPX Energy Rocky Mountain, LLC, improperly deducted gathering and gathering-related fuel costs when calculating royalties paid on natural gas, claiming these deductions were prohibited by the Parties' oil and gas leases. TEP has denied those allegations.

3. Class Counsel and TEP's attorneys engaged in initial settlement discussions beginning in July 2021. Despite these good faith negotiations and exchanges of extensive and complex royalty accounting data for the settlement purposes, these initial settlement discussions were unsuccessful. *See* Joint Status Report (9/21/2021); Joint Status Report (5/25/2022). On June 1, 2022, the Parties stipulated to class certification and the scope of the litigation. *See* Stipulation (6/1/2022).

4. On June 30, 2022, the Court certified the Plaintiff Class pursuant to C.R.C.P. 23(b)(3) in accordance with the Parties' Joint Submission of Stipulated Order, defined as follows:

The persons or entities who own oil and gas leases of the type categorized as Category 2 Royalty Instruments in *Lindauer v. Williams Production RMT Company*, Case No. 2006cv317 filed in the District Court in and for Garfield County, Colorado and have received royalty or overriding royalty payments on behalf of TEP Rocky Mountain LLC (TEP) from sales of natural gas produced in Garfield County during and after the production month of February 2013 until December 2021; whether or not such persons or entities

are included in the certified *Lindauer* Class; and excluding from such Class:

(1) TEP, WPX Energy Rocky Mountain, LLC, Williams Production RMT Company, LLC, Williams Production RMT Company, and any of their affiliates;

(2) NYSE or NASDAQ listed entities (together with their subsidiaries and affiliates) engaged in oil and gas exploration and production; and

(3) those owners to the extent their interests are subject to the class-action settlement entered into in *Sefcovic v. TEP Rocky Mountain, LLC*, Case No. 17-cv-01990-MSK-MEH filed in the United States District Court for the District of Colorado.

See Order (6/30/2022) ¶ 5.

5. Since this litigation was commenced, the Parties have engaged in extensive discovery. Class Counsel has requested, received, and reviewed voluminous documents and electronic data regarding TEP's calculation and payment of royalties to the Plaintiff and the Plaintiff Class relating to royalties paid on gas produced from July 2011 to December 2020. Both Parties have retained royalty accounting, gas production, and marketing experts to assist in the evaluation and analysis of the electronic royalty accounting data maintained by TEP.

6. The Parties filed cross-motions for summary judgment on April 4, 2021, and completed briefing on the cross-motions for summary judgment on May 24, 2021. After hearing argument on the cross-motions for summary judgment on February 14, 2024, the Court denied the Parties' cross-motions for summary judgment. *See* Order Denying Cross-Mots. for Summ. J. (7/18/2024).

7. The terms of the proposed Class Settlement are set forth in the Settlement Agreement which is attached to the Joint Motion as Exhibit 1. The definitions set forth in the

Settlement Agreement are incorporated herein by reference. The Settlement Agreement resolves the claims of the Plaintiff Class against TEP for natural gas royalty underpayments from February 2013 through December 2020, as defined in Recital C of the Settlement Agreement.

8. Upon preliminary review, the Settlement Agreement between the Plaintiff Class and TEP appears to be fair, reasonable, and adequate.

9. In determining that the proposed Settlement Agreement appears to be fair, reasonable and adequate, the Court has considered the following: (a) the proposed Settlement Agreement has been fairly and honestly negotiated; (b) serious questions of law and fact exist which put the ultimate outcome of a trial on the merits in doubt; (c) the proposed Settlement Agreement outweighs the possibility of further relief by continuing protracted, complex and expensive litigation; and (d) the Parties and their attorneys, who have extensive experience in class-action royalty underpayment litigation, believe that the Settlement Agreement is fair and adequate, and are requesting that the Settlement Agreement be preliminarily approved.

10. The Parties have entered into the Settlement Agreement after conducting extensive discovery and fact gathering, and with full knowledge of the relevant factual and legal issues. The Settlement Agreement is the product of non-collusive, arm's-length bargaining between the Parties and their Counsel.

11. If the Settlement Agreement is finally approved, the Plaintiff Class will benefit from the Settlement Agreement because TEP has agreed to pay \$900,962.00 to settle the Plaintiff Class members' claims in this litigation.

12. The benefits provided to the Plaintiff Class under the terms of the Settlement Agreement provide a reasonable resolution of the claims of the Plaintiff Class, considering the risk

of litigation, likelihood of protracted and expensive litigation in the absence of the Settlement Agreement, and the Parties' various claims and defenses.

13. TEP also benefits from the Settlement Agreement through the avoidance of protracted and expensive litigation, the elimination of risk of an adverse judgment, the final resolution of disputes with the Plaintiff Class members, and the promotion of a mutually productive business relationship with the Plaintiff Class members.

14. The proposed form of Notice of the Settlement Agreement to be mailed to the members of the Plaintiff Class, which is attached to the Settlement Agreement as Exhibit C, and attached to the Joint Motion as Exhibit 2, adequately informs the Plaintiff Class members of the following: (1) the nature of this class-action lawsuit; (2) the definition of the Plaintiff Class; (3) the nature of Plaintiff Class members' claims, the issues, and TEP's defenses and denial of the Plaintiff Class members' claims; (4) a description of the terms of the Settlement Agreement, including posting of the Settlement Agreement, the preliminary distribution schedule and other information on Class Counsel's website and the Plaintiff Class members' right to obtain a copy of the Settlement Agreement from Class Counsel; (5) Class Counsel's request for reimbursement of expenses and for one-third of the Settlement Amount as attorneys' fees; (6) the right of any Plaintiff Class member to object to the proposed Settlement Agreement, or Class Counsel's request for reimbursement of expenses and for attorneys' fees, and the deadline for any such objections; (7) the binding effect of the Settlement Agreement on Plaintiff Class members; and (8) the date and time set for the fairness hearing.

ORDER

In light of the Court's findings and conclusions, and pending further consideration at a final fairness hearing, IT IS HEREBY ORDERED THAT:

15. The Settlement Agreement is preliminarily approved as being fair, adequate, and reasonable.

16. TEP has deposited the settlement payment of \$900,962.00 into the Escrow Account established pursuant to the Escrow Agreement, as provided for in paragraph 3(a) of the Settlement Agreement, and subject to the conditions set forth in the Settlement Agreement and the Escrow Agreement.

17. The Court approves the form and content of the proposed Notice, attached to the Settlement Agreement as Exhibit C, and attached to the Joint Motion as Exhibit 2.

18. Class Counsel shall be responsible for mailing the Notice, by First-Class United States Mail, to the Plaintiff Class members within seven (7) days after the date of this Order preliminarily approving the Class Settlement.

19. On or before the date which is twenty-one (21) days before the scheduled date for the final fairness hearing, the Parties shall file motions in support of final approval of the Settlement Agreement, and Class Counsel shall file their request for attorneys' fees and expense reimbursements.

20. Any member of the Plaintiff Class who wishes to make objections to, or comment on, the proposed Settlement Agreement, or Class Counsel's request for attorneys' fees and expenses reimbursements, shall postmark and mail such objections or comments on or before the date which is fourteen (14) days before the scheduled date for the final fairness hearing. In

accordance with the procedures set forth in the Mailed Notice, any such objections or comments must be mailed to Class Counsel, TEP's counsel, and the Court.

21. Any Plaintiff Class member who wishes to appear and be heard at the final approval hearing must file a notice of such intention with the Court at least seven (7) days before the scheduled date for the final fairness hearing.

22. At least seven (7) days before the scheduled date for the final fairness hearing, Class Counsel and TEP may file a response to any Plaintiff Class member's objections or comments. A copy of such response shall be mailed to all Plaintiff Class members who have submitted timely objections or comments.

23. The Court will conduct a hearing to consider final approval of the proposed Class Settlement, Class Counsel's request for attorneys' fees and expense reimbursements, beginning at ____ a.m./p.m., on ____, 2025, in ____ Courtroom of this Court.

IT IS SO ORDERED.

Dated this ____ day of ____, 2025.

BY THE COURT:

ANNE K. NORRDIN
DISTRICT COURT JUDGE

34908954

DATE FILED
August 8, 2025 12:55 PM
FILING ID: 431A5A8A6DA1B
CASE NUMBER: 2019CV30036

EXHIBIT 2

DISTRICT COURT, COUNTY OF GARFIELD, COLORADO 109 8th Street, Suite 104 Glenwood Springs, CO 81601	<div style="text-align: center;">▲ COURT USE ONLY ▲</div>	
Plaintiff: JOLLEY POTTER RANCHES ENERGY CO, LLC, v. Defendant: TEP ROCKY MOUNTAIN LLC.		
DECLARATION OF NATHAN A. KEEVER		

I, Nathan A. Keever, declare as follows:

1. I am submitting this declaration in support of Plaintiff Jolley Potter Ranches Energy Co., LLC (“Jolley Potter”) and the certified Class (together, the “Plaintiff Class”) and Defendant TEP Rocky Mountain LLC’s (“TEP”) (collectively, the “Parties”) Joint Motion for Final Approval of Class Settlement. I have personal knowledge of the facts set forth in this Declaration, and if called as a witness, I could and would testify to such facts.

2. I graduated from California State University in 1990 and earned a J.D. from the University of Colorado in 1994. I have been an attorney in the law firm of Dufford, Waldeck, Milburn & Krohn, LLP in Grand Junction, Colorado (“Dufford Waldeck”) since 1995 and a partner since 2001.

3. I am an experienced Colorado oil and gas lawyer with extensive experience litigating and resolving oil and gas royalty disputes on behalf of royalty owners. For example, I was lead counsel in the reported royalty disputes in Garfield County, Colorado in *Savage v.*

Williams Prod. RMT Co., 140 P.3d 67 (Colo. App. 2005), *Clough v. Williams Prod. RMT Co.*, 179 P.3d 32 (Colo. App. 2007), and *Lindauer v. Williams Prod. RMT Co.*, 2016 COA 39, 381 P.3d 378 (2016). I was also lead counsel in a group of class actions on behalf of royalty owners in Colorado against EnCana Corporation, Antero Resources Corporation, Ursa Resources Group II LLC, and Occidental Petroleum Corporation. As a result of my experience in handling natural gas royalty underpayment litigation in Colorado, I have obtained a thorough understanding of the factual and legal issues that typically arise in this type of litigation, including the litigation risks for both the royalty owners and the natural gas producers.

4. Over the course of my career, I have worked with co-counsel David G. Seely, Thomas Kitch, Gregory J. Stucky, and Ryan K. Meyer of Fleeson, Gooing, Coulson & Kitsch, L.L.C. in Wichita, Kansas (the “Fleeson Firm”), and George R. Miller of G.R. Miller, P.C. in Durango, Colorado on several royalty underpayment cases.

5. David G. Seely graduated from the University of Kansas School of Law in 1982. He served as a law clerk to the Honorable Earl E. O’Connor, Chief Judge of the U.S. District Court for the District of Kansas from 1982-1984. Since 1984, Mr. Seely has been an attorney at the Fleeson Firm. During his career, Mr. Seely, Mr. Stucky, and Mr. Kitch litigated many class actions and several notable oil and gas royalty cases, including *Lindauer v. Williams Prod. RMT Co.*, 2016 COA 39, 381 P.3d 378 (2016) and *Parry et al. v. Amoco Prod. Co.*, Case No. 94-CV 105 (La Plata Dist. Ct.).

6. Ryan K. Meyer graduated from Washburn University School of Law in 2010. Mr. Meyer served as a law clerk to the Honorable J. Thomas Marten of the U.S. District Court for the District of Kansas from 2010-2012. Mr. Meyer has been an attorney at the Fleeson Firm

since 2012 and a member since 2018. During that time, Mr. Meyer has litigated many class action cases, including oil and gas royalty class actions.

7. G.R. Miller graduated from the University of New Mexico School of Law in 1977. Mr. Miller has been an attorney at G.R. Miller Law LLC since 1990 and has worked with the Fleeson Firm as co-counsel on oil and gas royalty class action cases since 1993. Prior to entering private practice, Mr. Miller worked in the oil and gas industry. He worked as the Legal and Negotiations Manager, Asia/Pacific Region for BHP Petroleum, in Melbourne, Australia.

8. Building on our collective experience litigating and successfully resolving oil and gas royalty cases in Colorado and elsewhere, Mr. Stucky, Mr. Thomas, Mr. Seely, Mr. Meyer, Mr. Miller, and I represented Jolley Potter and the Plaintiff Class as co-counsel here. Together, we worked for more than six years to investigate royalty owner check stubs and public information to identify the facts and legal authority that underlies the Class Claims. In this matter and the parallel cases, we analyzed more than 100,000 pages of documents produced by TEP in disclosures and in response to multiple discovery requests.

9. On behalf of the Plaintiff Class, we retained two experts in royalty accounting and gas marketing. TEP retained one expert in analyzing oil and gas leases, natural gas marketing, and royalty valuation. The Plaintiff Class's experts and TEP's expert prepared reports. The Parties exchanged their expert reports, and the experts reviewed them to verify each report's accuracy. The Parties worked with their experts to develop a better understanding of the facts in this case, to assist each Party in determining the amounts at issue, and most recently to negotiate the proposed settlement agreement.

10. After the Court denied the Parties' cross-motions for summary judgment, the Parties continued settlement discussions for several months to resolve the Class Claims, including exchanging additional significant royalty accounting data. These negotiations were fair, honest, and involved no improper pressure or collusion. Following these negotiations, the Parties reached a proposed class-action settlement agreement in June 2025.

11. Based on my experience litigating and resolving oil and gas royalty cases, as well as my co-counsel's extensive experience with the same, I believe the proposed settlement agreement is fair, reasonable, and adequate. We obtained extensive discovery and pursued fact finding to get a clear view of the facts underlying the Class Claims. We retained the help of experts to analyze the discovery and determine the amount at issue in the case.

12. Based on my experience, our experts' analyses, and the information we obtained about TEP's royalty payments, I believe the Plaintiff Class has a strong case and would have a good chance of prevailing on liability. At the same time, the outcome of a trial is not certain for several reasons. First, the issues presented in this case are complex. Second, the outcome of a trial would be predicated on the Court's assessment of legal questions arising from the royalty instruments and Colorado law, as well as competing expert testimony over complex issues of natural gas production and royalty accounting. Third, the outcome would also depend on the Court's assessment of the credibility of each side's expert witness testimony. Fourth, the Parties' views on the measure of alleged damages varied widely, would have been the subject of lengthy expert testimony, and would depend on the Court's determination of the damages at issue.

13. In addition to the risks attendant to trial, there are significant downsides to continuing this protracted litigation. A trial on the merits likely would not occur until sometime

in 2026 or later. Any appeals that stem from this litigation would likely take several more years to complete. Based on my experience in the *Lindauer* case, which took more than ten years to litigate through appeal, this case would take many more years to try to a conclusion.

14. I weighed the uncertainty of taking the Class Claims to trial (and the length of time required to complete all subsequent appeals) against the favorable terms we were able to negotiate in the proposed settlement agreement. On balance, the terms of the settlement agreement are fair, reasonable, and adequate. The proposed settlement agreement facilitates a favorable outcome for the Plaintiff Class by providing a significant percentage of recovery for the Class Claims, plus substantial interest, while avoiding time-and resource-consuming litigation. It also avoids the risk to the Plaintiff Class members of a recovery of a substantially smaller amount at an uncertain date in the future.

15. At the Court's instruction, my office notified the Plaintiff Class members of the proposed settlement via mail. I received several calls from Plaintiff Class members asking questions about the settlement agreement. I communicated with those members and addressed their inquiries based on the information provided in the case. In the course of my communications with Plaintiff Class members about the settlement, no members expressed concerns or misgivings about the proposed settlement or how it was negotiated, and no members have elected to be excluded from the Plaintiff Class. In addition, to date, no Plaintiff Class members have objected to the settlement. The Plaintiff Class members' reactions to the settlement have been very positive.

16. Founded upon the work described above, the Parties have prepared and filed the Joint Motion for Final Approval of Class Settlement to which this Declaration is attached.

17. Pursuant to C.R.S. §§ 13-27-101 – 13-27-108, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8th day of August 2025.

A handwritten signature in dark ink, appearing to read "Nathan A. Keever", written over a horizontal line.

Nathan A. Keever

35525088

DATE FILED
August 8, 2025 12:55 PM
FILING ID: 431A5A8A6DA1B
CASE NUMBER: 2019CV30036

EXHIBIT 3

DISTRICT COURT, COUNTY OF GARFIELD, COLORADO 109 8th Street, Suite 104 Glenwood Springs, CO 81601	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>	
Plaintiff: JOLLEY POTTER RANCHES ENERGY CO, LLC, v. Defendant: TEP ROCKY MOUNTAIN LLC.		
<p style="text-align: center;">DECLARATION OF CHRISTOPHER A. CHRISMAN</p>		

I, Christopher A. Chrisman, declare as follows:

1. I am submitting this declaration in support of the Joint Motion for Final Approval of Class Settlement filed by Plaintiff Jolley Potter Ranches Energy Co., LLC (“Jolley Potter”) and the certified Class (together, the “Plaintiff Class”) and Defendant TEP Rocky Mountain LLC (“TEP”) (collectively, the “Parties”). I have personal knowledge of the facts set forth in this Declaration, and if called as a witness, I could and would testify to such facts.

2. I graduated from The American University in 1998 and earned a J.D. from the University of Arizona in 2001. I have practiced oil and gas law in Colorado since 2001, and I have been a partner at Holland & Hart LLP since 2013.

3. I have extensive experience litigating and resolving oil and gas royalty disputes in Colorado and other jurisdictions. For example, I represented defendants in reported cases such as *Highline Exploration, Inc. v. QEP Energy Co.*, 43 F.4th 813 (8th Cir. 2022), *Anderson Living Trust v. Energen Resources Corp.*, 886 F.3d 826 (10th Cir. 2018), and *Lindauer v. Williams*

Production RMT Co., 381 P.3d 378 (Colo. App. 2016). I have defended producers in alleged royalty underpayment cases in Colorado, New Mexico, North Dakota, Oklahoma, Texas, and Wyoming. Many of these cases were filed as class actions. From these matters, I have experience with the factual and legal issues in royalty litigation, including the litigation risks for the parties.

4. This matter was filed in February 2019 alleging multiple claims for royalty underpayment over a seven-year period. The claims involved complex issues of royalty language, contractual arrangements, natural gas gathering and processing, and gas marketing.

5. In June 2022, the Parties stipulated to class certification and the Court entered an Order adopting the Parties' Stipulation.

6. Before and after class certification, TEP, its attorneys, and its experts reviewed tens of thousands of documents, along with extensive electronic information related to the Class Claims. The Parties also retained experienced royalty accounting, gas production, and marketing experts to prepare expert reports and to assist in reviewing the data and determining the amounts at issue.

7. The Parties filed cross-motions for summary judgment in April 2023. The Court denied both cross-motions in July 2024.

8. In the fall of 2024, the Parties agreed to discuss settlement and exchange additional discovery to assist the Parties in determining the settlement amount. The Parties ultimately were able to negotiate and reach the settlement agreement signed on June 2, 2025, and preliminarily approved by the Court on June 26, 2025.

9. The Parties' settlement discussions in this case were lengthy and complicated. This was driven in part because of the complexity of the factual and legal issues underlying their respective claims and defenses, as well as negotiating an agreement on allocating the settlement amount. The Parties' discussions were aided by the extensive fact discovery taken over the prior six years, as well as the assistance of their experts. The negotiations were fair, honest, and involved no improper pressure or collusion.

10. Based on my experience with this case, and other similar cases, I believe the proposed settlement is fair, reasonable, and adequate. The Parties aggressively litigated the case, they obtained extensive discovery because of their efforts, and they were able to adequately evaluate the strengths and weaknesses of their positions. Litigation always carries the risk of an unfavorable outcome, and this is particularly true here given the nature of the claims and defenses at issue. Even then, it would take several more years before a trial and eventual appeal were resolved. The settlement agreement is a reasonable compromise to avoid the costs, uncertainty, burden, and time of further litigation.

Pursuant to C.R.S. §§ 13-27-101 – 13-27-108, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8th day of August 2025.



Christopher A. Chrisman

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