

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 19-cv-00495-DDD-NRN

JOLLEY POTTER RANCHES ENERGY CO.
LLC, individually and on behalf of the certified
class,

Plaintiffs,

v.

TEP ROCKY MOUNTAIN LLC,

Defendant.

JOINT MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT

Plaintiff Jolley Potter Ranches Energy Co., LLC (“Jolley Potter”), on behalf of itself and the certified Class (together, the “Class”) and Defendant TEP Rocky Mountain LLC (“TEP”) (collectively, the “Parties”), move for final approval of the Parties’ class-action settlement agreement (the “Settlement Agreement”) dated February 28, 2025, and filed with the Court on March 13, 2025. *See* Settlement Agreement [Dkt. #189-1], attached as Exhibit 1. The Parties also request that the Court enter Final Judgment in the form accompanying this Joint Motion.

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

BACKGROUND

1. Jolley Potter filed its class action complaint on February 19, 2019, alleging that TEP underpaid royalties to Jolley Potter and similarly situated owners from August 2011 to December 2020. *See* First Am. Compl. [Dkt. #9] ¶¶ 3, 20. Jolley Potter alleged that TEP underpaid royalties on the production and sale of natural gas by paying royalties on a below-market or

otherwise improperly low price, or by deducting improper, excessive, or unreasonable gathering, processing, and transportation costs. *See id.* These claims are described more fully in the Settlement Agreement (the “Class Claims”¹). *See Exhibit 1* ¶ 8(b). TEP denied Jolley Potter’s claims. *See generally* Am. Ans. [Dkt. #144].

2. For over three years, the Parties engaged in extensive fact and expert discovery on issues related to class certification. This included document and data production (over 45,000 documents) and multiple depositions. In addition, both Class Counsel and TEP’s attorneys retained experienced royalty accounting, marketing, and economic experts to analyze class certification issues. The Parties’ experts prepared and produced over 250 combined pages of reports setting forth their opinions on class certification issues.

3. Beginning in April 2022, the Parties engaged in briefing on the issue of class certification. Jolley Potter’s Motion for Class Certification and supporting brief set forth 24 pages of facts and legal support for why the Class Claims should be certified under Fed. R. Civ. P. 23(b)(3). *See* Mot. for Class Cert. & Mem. in Supp. [Dkt. # 92]. TEP responded in opposition with a 25-page brief opposing class certification, setting forth its factual and legal positions. *See* Resp. in Opp. to Mot. for Class Cert. [Dkt. #98]. Jolley Potter then filed a 17-page reply brief in support of its Motion. *See* Reply in Supp. of Mot. for Class Cert. [Dkt. # 103]. Each Party’s briefing was supported by expert reports and exhibits.

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

4. On January 23-25, 2023, the Magistrate Judge held a three-day class certification hearing. During the hearing, the Court heard argument from the Parties and testimony from eight fact and expert witnesses. *See* Courtroom Minutes (1/23/23-1/25/23) [Dkt. # 116, 117, and 118].

5. On February 14, 2023, the Magistrate Judge issued its Recommendation That Motion for Class Certification Be Granted in Part and Denied in Part [Dkt. #119] (the “Recommendation”), recommending that all but one of the Class Claims be certified as a class action. *See* Rec. [Dkt. #119]. Both Parties objected to the Recommendation. *See* Pl.’s Obj. [Dkt. #120]; TEP’s Obj. [Dkt. #121].

6. On September 21, 2023, the Court adopted the Recommendation in part, holding that all of the Class Claims should be certified on a class-action basis under Fed. R. Civ. P. 23(b)(3). *See* Order Adopting Rep. & Rec. in Part & Granting Mot. to Certify Class [Dkt. #130].

7. The Class, certified by the Court pursuant to Fed. R. Civ. P. 23(b), is defined as follows:

The class of all royalty owners under oil and gas leases (and their successors and assigns) who received royalty payments for one or more production months during the period August, 2011 to December, 2020 from non-federal oil and gas leases in Garfield County, Colorado, which, as of December 31, 2020, were owned in whole or part by TEP Rocky Mountain LLC, and whose production was gathered on the Grand Valley Gathering System; and excluding from such class:

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

(2) any person or entity to the extent that their interest is derived from the following leases: (A) that certain Oil and Gas Lease, dated July 20, 2005, with Mary Anne Bosely, et al, as lessors, whose memorandum is recorded at Reception No. 680846 in the records of the Clerk and Recorder of Garfield County, Colorado; (B) that

certain Oil and Gas Lease, dated May 9, 2006, with Jonathon H. Wellendorf et ux, as lessors, whose memorandum is recorded at Reception No. 697889 in such records; (C) that certain Oil and Gas Lease, dated April 14, 2002, with Theo Ertl, as Trustee for the Jann Ertl Trust, under Trust dated January 25, 1964, as lessor, whose lease is recorded at Reception No. 610354 in such records; (D) that certain Memorandum of Oil and Gas Lease, dated November 1, 2011, with The Ranch at Parachute, LLC, as lessor, which is recorded at Reception No. 811051 in such records; (E) that certain Oil and Gas Lease, dated June 7, 2006, with Pavillion Land Development, LLC, as lessor, whose lease is recorded at Reception No. 701520 in such records; (F) that certain Oil and Gas Lease, dated April 27, 1998, with NationsBank of Texas, N.A., Agent for the First Church of Christ, Scientist Agency #1221900 as lessor, whose lease is recorded at Reception No. 531029 in such records; and (G) that certain Oil and Gas Lease, dated December 5, 1997, with Colorado National Bank as Trustee of the Ann F. Dickerson Irrev. T/A Family Trust as lessor, whose lease is recorded at Reception No. 517758 in such records.

See id. at 13.

8. On March 29, 2024, Class Counsel provided notice of the certified Class to more than 1,600 royalty owners in the form of notice approved by the Court as reasonable and providing the best notice practicable. *See* Order (3/12/24) [Dkt. #146]; Aff. of Jacqueline English (4/8/25) [Dkt. #195]. Only seventeen (17) persons and/or entities elected to be excluded from the Class. *See* Elections of Exclusion [Dkt. #189-2] (identifying parties opting out of the Class).

9. After class certification, the Parties engaged in a second round of extensive discovery on the merits of the Class Claims. This included significant information discovery, document and data production (more than 50,000 additional documents), nine depositions in three states, and significant third-party discovery relevant to TEP's payment of royalties on the production and sale of natural gas during the Class Period. *See* Decl. of Nathan A. Kever, attached as Exhibit 2; Decl. of Christopher A. Chrisman, attached as Exhibit 3. In total, the Parties

exchanged over 100,000 documents, thousands of Excel spreadsheets, and approximately 335 GB of data containing royalty accounting data over a ten-year period. *See* Exhibit 2 ¶ 8; Exhibit 3 ¶ 4. The Parties' royalty accounting and forensic accounting experts analyzed the data to determine the amounts at issue. *See* Exhibit 2 ¶ 9; Exhibit 3 ¶ 4. Given the size and complexity of this data, the examination of relevant royalty accounting, operational, marketing, contractual, and leasehold information took a significant amount of time to review.

10. In the fall of 2024, while taking depositions and preparing for expert discovery, Class Counsel and TEP's attorneys began discussing the possibility of a class-wide settlement. Class Counsel and TEP's attorneys met informally in September 2024, and later engaged the assistance of a professional mediator and former federal judge, Hon. William H. Downes. *See* Exhibit 2 ¶ 10; Exhibit 3 ¶ 6. Judge Downes held an all-day mediation session with the Parties on December 17, 2024. The mediation session did not result in a settlement, but it substantially narrowed the differences between the Parties' settlement positions. *See* Exhibit 2 ¶ 9; Exhibit 3 ¶ 7.

11. The Parties continued their settlement discussions through January and February 2025, occasionally with the assistance of Judge Downes. *See* Exhibit 2 ¶¶ 10-11; Exhibit 3 ¶ 7.

12. On February 28, 2025, the Parties reached the Settlement Agreement that fully resolves the Class Claims. *See* Exhibit 1.

13. The Parties sought preliminary approval of the Settlement Agreement on March 13, 2025, which the Court preliminarily approved as fair, reasonable, and adequate on April 11, 2025. *See* Joint Mot. for Prelim. Approval [Dkt. #189]; Order Preliminarily Approving the Parties' Proposed Class Settlement [Dkt. #198] (the "Preliminary Approval Order") ¶ 13. With one

exception, the Court approved the proposed forms of mailing and publication notice [*see* Dkt. #197-1 and #197-2] as reasonably and adequately informing the Class members of the settlement terms, and providing an adequate opportunity for Class members to object to the reasonableness of the Settlement Agreement. *See* Preliminary Approval Order ¶¶ 12, 15; Courtroom Minutes (4/8/25) [Dkt. # 196] (approving the forms of notice with one modification). The Court further determined that it was unnecessary to require a second opportunity for Class members to elect to exclude themselves from the Class.

14. At the Court's instruction, Class Counsel provided notice of the Settlement Agreement to more than 1,600 Class members using the forms approved by the Court. *See* Preliminary Approval Order ¶¶ 12, 15 (identifying the approved forms of notice); Aff. of Jacqueline English (4/17/25) [Dkt. #199] (affirming that Class Counsel provided notice by mail to the Class on April 15, 2025). Class Counsel also arranged to perform publication notice as required by the Court.

15. After notifying the Class of the Settlement Agreement, Class Counsel received several inquiries from Class members, which Class Counsel were able to address based on information provided in the case. *See* Exhibit 2 ¶ 16. No Class member expressed any concerns or misgivings about the settlement to Class Counsel. *Id.* To this date, no Class member has objected to the Settlement Agreement. *Id.*

ARGUMENT

16. Fed. R. Civ. P. 23(e) requires the Court's approval of a class-wide settlement agreement to ensure that it is fair, reasonable, and adequate. *See* F.R.C.P. 23(e)(2). Among the numerous factors governing the Court's inquiry are (1) whether the proposed settlement was fairly

and honestly negotiated; (2) if serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt; (3) whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and (4) the parties' judgment that the settlement is fair and reasonable. *See Jones v. Nuclear Pharmacy, Inc.*, 741 F.2d 322, 324 (10th Cir. 1984). If the negotiated class settlement appears fair, reasonable, and adequate, it should be approved, in accordance with the "strong judicial policy in favor of class action settlement." *Tuten v. United Airlines, Inc.*, 41 F. Supp. 3d 1003, 1007 (D. Colo. 2014) (quoting *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 594 (3rd Cir. 2010)) (approving settlement as fair, reasonable, and adequate); *see also* 4 NEWBERG AND RUBENSTEIN ON CLASS ACTIONS § 13:44 (6th ed.) ("The law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding lengthy trials and appeals.") (citations omitted).

17. Based on these standards, the Settlement Agreement is fair, reasonable, and adequate, and should be finally approved:

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. v. Mehta*, 723 F. Supp. 540, 547 (D. Colo. 1989) (negotiations were fair where seasoned attorneys conducted negotiations with professionalism, and no party raised concern of collusion or improper pressure); *Belote v. Rivet Software, Inc.*, 2014 U.S. Dist. LEXIS 110684, at *8 (D. Colo. Aug. 11, 2014) (same). The "vigor with which the case is prosecuted" also weighs in favor of this factor. *Ashley v. Reg'l Transp. Dist. & Amalgamated Transit Union Div. 1001 Pension Fund Tr.*, 2008 U.S. Dist. LEXIS 13069, at *15 (D. Colo. Feb. 11, 2008) (quoting *Malchman v. Davis*, 706 F.2d 426, 433 (2nd Cir. 1983)) (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*, 41 F. Supp. 3d at 1007 (approving settlement where experienced counsel undertook 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* ¶¶ 2-7. 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. *See id.* ¶ 12.

Before the Settlement Agreement was reached, the Parties engaged in extensive discovery and fact gathering. TEP produced voluminous documents and electronic data regarding TEP’s calculation and payment of royalties to the Class. *See id.* ¶ 8; *Exhibit 3* ¶¶ 4-5. The Parties also took multiple depositions in three states and engaged in significant third-party discovery. *See Exhibit 2* ¶ 8; *Exhibit 3* ¶¶ 4-5. Both Parties hired experienced royalty accounting, marketing, economic, and forensic accounting experts to analyze their claims and defenses, and to determine the amounts at issue in the case. *See Exhibit 2* ¶ 9; *Exhibit 3* ¶ 4. These experts performed years of analysis and shared their analyses with one another to confirm their accuracy. *See Exhibit 2* ¶ 9; *Exhibit 3* ¶ 4. The Parties’ discovery efforts and litigation of the merits of the case demonstrate the “vigor with which the case” has been prosecuted. *Ashley*, 2008 U.S. Dist. LEXIS 13069, at *15.

The Parties, with the help of these experts, exchanged detailed accounting data in late March 2024 under Rule 408, and then worked together for almost a year to reach consensus on the amounts of estimated damages, which formed a basis for the settlement arrived at in March 2025.

The Parties spoke continuously regarding claims, defenses, and accounting over this period and participated in a formal mediation conducted by a retired former federal judge with experience in resolving class-action settlements involving royalty payments. *See Exhibit 2* ¶¶ 10-11; *Exhibit 3* ¶¶ 6-7. Judge Downes also oversaw the Parties' settlement discussions after the mediation, which ultimately led to the Settlement Agreement. *See Exhibit 2* ¶¶ 10-11; *Exhibit 3* ¶ 7.

There has been no assertion of collusion or improper pressure. *See Exhibit 2* ¶¶ 11, 16; *Exhibit 3* ¶¶ 8-9. The proposed Settlement Agreement was therefore negotiated fairly and honestly.

b. Serious Questions of Law and Fact. The reasonableness of a class-action settlement agreement depends in part on “whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt.” *Ashley*, 2008 U.S. Dist. LEXIS 13069, at *17-18 (citation omitted) (approving settlement of claims of over 200 class members to avoid the “risk” inherent “when the litigation is complex and involves numerous parties”). The existence of such doubt “augurs in favor of settlement.” *Belote*, 2014 U.S. Dist. LEXIS 110684, at *9 (citation omitted) (approving settlement). Courts analyzing this factor should consider that uncertainty is inherent in taking a case through trial. *See 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”).

Serious questions of law placed the ultimate outcome of this litigation in doubt. The royalty underpayment issues presented in this litigation are extremely complex, fact-intensive, and in some instances, Class Counsel pursued untested legal theories. *See Exhibit 2* ¶¶ 12-13; *Exhibit 3* ¶¶ 8-9.

Although the Class and Class Counsel believe they have a strong case based on their experts' analyses and would have a good chance of prevailing on the issue of liability, a favorable judgment in favor of the Class would be far from certain because of the serious questions of law and fact at issue. *See Exhibit 2* ¶ 13. Ultimately, the outcome of a trial would be predicated on the Court's assessment of legal questions arising from the Class' royalty instruments and Colorado law on implied covenants, as well as competing expert testimony over complex issues of natural gas marketing and royalty accounting. *See id.* This inevitably would depend on the Court's assessment of the credibility of each side's expert witness testimony regarding this subject matter, and the resolution of other risk factors, as identified in Nathan Kever's declaration in support of this Motion. *See id.* Both Parties, therefore, would have faced risk on the ultimate issue of liability.

Jolley Potter and the Class also would have faced a serious question regarding the amount of the alleged damages to which the Class members would be entitled. Ultimately, if the case were tried, there would have been two vastly different viewpoints presented concerning the measure of the Class members' alleged damages. *See id.* As with the issue of liability, each side would have presented expert witness testimony concerning the proper calculation of any damages to which the Class members might be entitled. *See id.* Although Jolley Potter and Class Counsel are confident that they would have presented a persuasive damage calculation for all Class members, the amount of damages to which the Class members are entitled would be contested, and there was considerable uncertainty regarding the amount of damages that may be awarded to the Class. *See id.*

If the Parties had not been able to reach a fair and reasonable settlement agreement, then the 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.* ¶ 14.

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

c. Value of Immediate Recovery. Settlement is favorable under this factor when it enables a favorable outcome for a class and avoids litigation and appeal. *See Belote*, 2014 U.S. Dist. LEXIS 110684, at *10 (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 547 (value of immediate recovery outweighed possibility of future relief where partial settlement entitled plaintiffs to 17% of the damages sought).

Here, the Class will derive noticeable value from immediate recovery. Through the Settlement Agreement, TEP has agreed to pay \$41,700,000.00 to settle the Class Claims (the “Settlement Amount”). *See Exhibit 1* ¶ 3. The distribution of the Settlement Amount is based on each Class member’s proportionate share of alleged underpayments, as detailed in paragraph 3(b) of the Settlement Agreement. *See Joint Mot. [Dkt. #189] ¶ 14.*

i. *Gathering Costs.* For Class members with royalties subject to gathering costs, such Class members will receive a portion of the Settlement Amount equal to sixty percent (60%) of gathering costs deducted from royalties paid on production from August 2011

through June 2016, and eighty percent (80%) of gathering costs deducted from July 2016 through December 2020. *See Exhibit 1* ¶ 3(b)(i). The Settlement Amount also includes prejudgment interest for this claim.

ii. *Processing Costs.* For Class members with royalties subject to processing costs that were in excess of fifty percent (50%) of the monthly processing costs allowed for federal royalties (the “Processing Threshold”), such Class members will receive a portion of the Settlement Amount equal to the amount of processing costs deducted in excess of the Processing Threshold. *See id.* ¶ 3(b)(ii). The Settlement Amount also includes prejudgment interest for this claim.

iii. *Residue Gas Sold to Concord Energy, LLC (“Concord”) and Koch Energy Services, LLC (“KES”).* For Class members receiving royalties on production from July 2016 through December 2020, such Class members will receive a portion of the Settlement Amount equal to ninety percent (90%) of the long-distance transportation costs included in the calculation of the price received by TEP for gas sold to Concord or KES. *See id.* ¶ 3(b)(iii). The Settlement Amount also includes prejudgment interest for this claim.

iv. *Transportation Costs.* For Class members receiving royalties on production from August 2011 through June 2016, such Class members will receive forty-two percent (42%) of the Settlement Amount remaining after performing the allocations described in paragraphs 3(b)(i)-(iii) of the Settlement Agreement. *See id.* ¶ 3(b)(iv).

v. *Residue Gas Pricing.* For Class members receiving royalties on production from August 2011 through November 2014, such Class members will receive that

portion of the Settlement Amount remaining after performing the allocations described in paragraphs 3(b)(i)-(iv) of the Settlement Agreement. *See id.* ¶ 3(b)(v).

The Settlement Agreement facilitates a favorable outcome for the 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 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 certainly be several more years. *See Exhibit 2* ¶ 14; *Exhibit 3* ¶ 9. To this date, the case has been litigated for over six years, and yet, the Parties have not yet exchanged expert reports on the merits, completed merits discovery, or briefed motions for summary judgment. If a settlement had not been reached, a trial on the merits likely would not have taken place until sometime in 2026. *See id.* In addition, if the Class prevailed in a trial on the merits, TEP likely would have appealed any adverse judgment. *See id.* 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 id.* 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 value of the immediate recovery factor further demonstrates the reasonableness of the Settlement Agreement.

d. Class Counsel's Judgment That the Settlement Is Fair and Reasonable.

When reviewing this factor, "counsels' judgment as to the fairness of the agreement is entitled to

considerable weight.” *Belote*, 2014 U.S. Dist. LEXIS 110684, at *11 (quoting *Lucas v. Kmart Corp.*, 234 F.R.D. 688, 695 (D. Colo. 2006)) (approving settlement negotiated by experienced counsel); *see also, e.g., Martinez v. Maketa*, 2011 U.S. Dist. 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 class”).

As described above, Class Counsel are experienced in prosecuting royalty underpayment claims in Colorado and elsewhere, and weigh the fairness of this settlement against that experience. *See Exhibit 2* ¶¶ 2-7, 12-15. Class Counsel believe the Settlement Agreement represents a fair and reasonable outcome for Class members on the claims at issue. *See id.* ¶¶ 12, 15.

e. The Class Itself Believes That the Settlement Is Fair and Reasonable. The lack of any significant number of objectors to a class settlement is another factor that weighs heavily in favor of approval of the Settlement Agreement. *See, e.g., Mohammed v. Ells*, 2014 U.S. Dist. 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.”); *Make A Difference Found., Inc. v. Hopkins*, 2012 U.S. Dist. 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.”); *Ryskamp v. Looney*, 2012 U.S. Dist. 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.”).

In Class Counsel's communications with the Class members, the reaction to the Settlement Agreement has been very positive. *See Exhibit 2* ¶ 16. To this date, no Class member has objected to the fairness, reasonableness, or adequacy of the proposed settlement agreement. *See id.*

The deadline for Class members to object to the settlement is July 18, 2025. *See Preliminary Approval Order* ¶ 18. It would appear at this point, however, that objections to final approval of the Settlement Agreement, if any, will be minimal.

The above-referenced factors demonstrate that the Settlement Agreement is fair, adequate, and reasonable, and should be finally approved.

CONCLUSION

WHEREFORE, for the reasons stated above, Jolley Potter, the 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 with prejudice in the form submitted with this Joint Motion;² and
- (d) order any further relief deemed just by the Court.

² The proposed Order Granting Final Approval of Class Action 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.

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

Dated: July 11, 2025

s/ Nathan A. Keever

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

David G. Seely
Ryan K. Meyer, #24340
FLEESON, GOOING, COULSON
& KITCH, L.L.C.
301 N. Main, Suite 1900
Wichita, KS 67202
dseely@fleeson.com
rmeyer@fleeson.com

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

s/ Christopher A. Chrisman

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

**ATTORNEYS FOR DEFENDANT
TEP ROCKY MOUNTAIN LLC**

34751442

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into effective February 28, 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 the Piceance Basin in northwestern Colorado, specifically, wells connected to a gathering system known as the Grand Valley Gathering System. The Plaintiff Class owns royalty interests in this production, and TEP is the lessee and royalty payor in this production, pursuant to these oil and gas leases. A non-inclusive list of leases in which the Plaintiff Class owns an interest, and which burden wells connected to the Grand Valley Gathering System, 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 “Civil Action”). In the Civil Action, Jolley Potter alleged TEP underpaid royalties on the production and sale of natural gas and liquid hydrocarbons, in the manner set out in the Class Claims as defined in paragraph 8(b) below. Jolley Potter sought to certify the Class Claims as a class action. TEP denied that it underpaid royalties to Jolley Potter and the Plaintiff Class, denied that Jolley Potter’s Claims should be certified as a class action, and asserted a counterclaim and affirmative defenses.

C. On September 21, 2023, the District Court in the Civil Action entered an Order certifying Jolley Potter’s 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”).

D. 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 between August 1, 2011, and December 31, 2020 (the “Class Period”). Class Counsel and TEP’s attorneys have retained experienced royalty accounting, marketing, economics and forensic accounting experts to assist in reviewing the data and determining the amounts at issue in the case. In the past six months, Class Counsel and TEP’s attorneys also conducted extensive discussions to evaluate the information and negotiate a full and final resolution of the Claims to avoid the cost, time, and uncertainty of continued litigation.

AGREEMENT

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

The class of all royalty owners under oil and gas leases (and their successors and assigns) who received royalty payments for one or more production months during the period August, 2011 to December, 2020 from non-federal oil and gas leases in Garfield County, Colorado, which, as of December 31, 2020, were owned in whole or part by TEP Rocky Mountain LLC, and whose production was gathered on the Grand Valley Gathering System; and excluding from such class:

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

(2) any person or entity to the extent that their interest is derived from the following leases: (A) that certain Oil and Gas Lease, dated July 20, 2005, with Mary Anne Bosely, et al, as lessors, whose memorandum is recorded at Reception No. 680846 in the records of the Clerk and Recorder of Garfield County, Colorado; (B) that certain Oil and Gas Lease, dated May 9, 2006, with Jonathon H. Wellendorf et ux, as lessors, whose memorandum is recorded at Reception No. 697889 in such records; (C) that certain Oil and Gas Lease, dated April 14, 2002, with Theo Ertl, as Trustee for the Jann Ertl Trust, under Trust dated January 25, 1964, as lessor, whose lease is recorded at Reception No. 610354 in such records; (D) that certain Memorandum of Oil and Gas Lease, dated November 1, 2011, with The Ranch at Parachute, LLC, as lessor, which is recorded at Reception No. 811051 in such records; (E) that certain Oil and Gas Lease, dated June 7, 2006, with Pavillion Land Development, LLC, as lessor, whose lease is recorded at Reception No. 701520 in such records; (F) that certain Oil and Gas Lease, dated April 27 1998, with NationsBank of Texas, N.A., Agent for the First Church of Christ, Scientist Agency #1221900 as lessor, whose lease is recorded at Reception No. 531029 in such records; and (G) that certain Oil and Gas Lease, dated December 5, 1997, with Colorado National Bank as Trustee of the Ann F. Dickerson Irrev. T/A Family Trust as lessor, whose lease is recorded at Reception No. 517758 in such records; and

(3) any person or entity who previously submitted an Election of Exclusion from the Plaintiff Class and is identified on Exhibit B.

2. Joint Motion for Preliminary Approval of Class Action Settlement Agreement: Within fourteen (14) 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 C. 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 February 14, 2025, TEP caused to be deposited a total of Forty-One Million Seven Hundred Thousand Dollars (\$41,700,000) (the “Settlement Amount”) in an interest-bearing account at JPMorgan Chase Bank, N.A. (the “Escrow Account”), to be 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. Gathering Deductions: That portion of the Settlement Amount equal to: (A) for production months July 2016 through December 2020, eighty percent (80%) of the Gathering Deductions (defined below), shall be allocated to those Plaintiff Class members who were paid royalties on production that included Gathering Deductions, and (B) for production months August 2011 through June 2016, sixty percent (60%) of the Gathering Deductions, shall be allocated to those Plaintiff Class members who were paid royalties on production that included Gathering Deductions. For purposes of this Agreement, the term “Gathering Deductions” is defined as the costs identified as gathering deductions on monthly royalty remittance statements received by the Plaintiff Class from TEP.

ii. Processing Deductions: That portion of the Settlement Amount equal to the actual monthly amount of Processing Deductions (defined below) in excess of fifty percent (50%) of the monthly processing costs allowed by the Office of Natural Resources Revenue (“ONRR”) and deducted from Plaintiff Class member royalties during the Class Period. Such amount shall be allocated to those Plaintiff Class members who were paid royalties on production during the Class Period and who bore Processing Deductions in excess of fifty percent (50%) of the monthly processing costs allowed by ONRR. For purposes of this Agreement, the term “Processing Deductions” is defined as the costs associated with processing gas for gas produced from wells connected to the Grand Valley Gathering System.

iii. Residue Gas sold to Concord Energy, LLC (“Concord”) or Koch Energy Services, LLC (“KES”): That portion of the Settlement Amount equal to ninety percent (90%) of the NWPL Transportation Costs (defined below) included in the calculation of the price received by TEP for the sale of gas to Concord and KES for production months July 2016 through December 2020, shall be allocated to those Plaintiff

Class members who were paid royalties on residue gas marketed to Concord and/or KES. For purposes of this Agreement, the term “NWPL Transportation Costs” is defined as all demand charges, commodity charges, fuel charges and ACA costs included in the contract prices computed by Concord and KES for residue gas purchased from TEP and produced from wells connected to the Grand Valley Gathering System.

iv. Transportation Deductions: Forty-two percent (42%) of the Settlement Amount remaining after performing the allocations described in paragraphs 3(b)(i)-(iii) above, shall be allocated proportionately to those Plaintiff Class members who were paid royalties on production for production months August 2011 through June 2016 that included Transportation Deductions. For purposes of this Agreement, the term “Transportation Deductions” is defined as the costs incurred by TEP for transporting gas on mainline transportation pipelines beyond the tailgate of a processing plant for gas produced from wells connected to the Grand Valley Gathering System; such costs include demand charges, commodity charges, and fuel charges.

v. Residue Gas Pricing: That portion of the Settlement Amount remaining after performing the allocations described in paragraphs 3(b)(i)-(iv) above, shall be allocated proportionately to those Plaintiff Class members who were paid royalties on production from wells connected to the Grand Valley Gathering System for production months August 2011 through November 2014. For purposes of this Agreement, the portion of the Settlement Amount described in this paragraph 3(b)(v), shall compensate the Plaintiff Class for those sales of residue gas that resulted in a sales price lower than the Inside FERC CIG Monthly Index Price, such as sales to BP Energy Company (“BP”) on the Rockies Express Pipeline (“REX”) from August 2011 through November 2014.

c. TEP shall perform the calculations for the allocations described in paragraph 3(b) above. 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. All calculations for the allocations described in paragraphs 3(b)(i)-(iii) above, shall include a portion of the Settlement Amount equal to interest thereon at the rate of eight (8) percent per annum compounded annually; the allocations of the Settlement Amount described in paragraphs 3(b)(iv)-(v) above, are inclusive of interest at the rate of eight (8) percent per annum compounded annually. 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 February 14, 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, order notice to be mailed to the Plaintiff Class in the form attached as Exhibit D, and order publication notice to be published to the Plaintiff Class in the form attached as Exhibit E. The Parties will submit a proposed order in the form attached as Exhibit F (the "Preliminary Approval Order").

b. At the Preliminary Approval Hearing, the Parties also shall request that the Court set a Final Fairness Hearing no earlier than ninety-seven (97) days after TEP sends notice of this Agreement settlement pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715 ("CAFA"). To the extent any CAFA notice is determined to have provided insufficient time for responses, the Parties shall reasonably cooperate to adjust the date of the Final Fairness Hearing.

c. 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.

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 D. Class Counsel also shall arrange to publish notice in the form attached as Exhibit E. Both notices 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. The Joint Motion for Final Approval shall be filed within fourteen (14) days after the expiration of 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 Plaintiff 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 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-00495, United States District Court for the District of 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 Plaintiff 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 Plaintiff 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 Plaintiff Class members shall be escheated to the State of Colorado for the benefit of the applicable Plaintiff Class member(s) or otherwise distributed in compliance with a Court Order.

h. Subject to the provisions of Paragraph 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 and Definition of Claims.

a. 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 (including but not limited to WPX Energy Inc., WPX Energy Holdings LLC, and their respective predecessors, successors, and affiliates), 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 Civil Action and certified on a class-wide basis, as defined in paragraph 8(b) below.

b. For purposes of this Agreement, the term "Class Claims" is defined as the following certified claims asserted in common by the Plaintiff Class in the Civil Action:

i. Unreasonable Gathering and Processing Deductions Based on Alleged Non-Arm's Length Contracts: The claims, as certified as a class action by the District Court [Dkt. #130], alleging that the deduction of gathering and processing costs from royalties paid to the Plaintiff Class, as a result of alleged non-arm's length agreements, was unreasonable and excessive.

ii. Unreasonable NWPL Transportation Costs for Residue Gas Sold from July 2016 through December 2020: The claims, as certified as a class action by the District Court [Dkt. #130], alleging that the deduction of NWPL Transportation Costs from royalties paid to the Plaintiff Class on residue gas sold from July 2016 through December 2020 was unreasonable, excessive, undisclosed, and unnecessary.

iii. Unreasonable Firm Transportation Costs for Residue Gas Sold from August 2011 through June 2016: The claims, as certified as a class action by the District Court [Dkt. #130], alleging that the deduction of transportation costs from royalties paid to the Plaintiff Class on residue gas sold from August 2011 through June 2016 was unreasonable and excessive because those costs were unnecessary.

iv. Failure to Prudently Market Residue Gas and/or to Pay Royalties on the Best Reasonably Available Price from August 2011 through June 2016: The claims, as certified as a class action by the District Court [Dkt. #130], alleging the failure to prudently market residue gas and/or failure to pay royalties to the Plaintiff Class on the best reasonably available price on the sale of residue gas from August 2011 through June 2016.

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 Class 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 Plaintiff 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 Plaintiff 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 F 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; or

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.

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 Fed. R. Civ. 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. Any non-Class Claims shall be deemed to have been 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 28th day of February 2025, effective as of the Effective Date

Jolley Potter Ranches Energy Co., LLC




Samuel B. Potter, Manager

TEP Rocky Mountain LLC

Michael S. Land, President and CEO

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

TEP Rocky Mountain LLC

Samuel B. Potter, Manager


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Jolley Potter Ranches Energy Co., LLC

TEP Rocky Mountain LLC

Samuel Potter, Manger

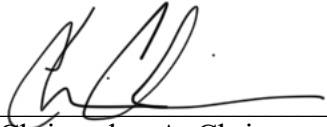
Michael S. Land, President and CEO

APPROVED:

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

Counsel for TEP Rocky Mountain
LLC

Nathan A. Keever
DUFFORD, WALDECK, MILBURN &
KROHN, LLP



Christopher A. Chrisman
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G.R. MILLER, P.C.

David G. Seely
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	CO10001.001	2003-12-01	GENEVA R DAVIES	WILLIAMS PRODUCTION RMT COMPANY
2	CO10003.002	1985-02-14	EDWARD FORSHEE	BARRETT ENERGY COMPANY
3	CO10008.002	2005-11-08	JENNIE R ADRIAN	WILLIAMS PRODUCTION RMT COMPANY
4	CO10008.003	2005-11-06	TOMMY E MOORE	WILLIAMS PRODUCTION RMT COMPANY
5	CO10010.002	1952-12-03	MARY AMMERMAN & LOUIE AMMERMAN AND JAMES P DALRYMPLE & EDITH G DALRYMPLE	JOE T JUHAN
11	CO10238.001	1998-11-27	LEORA D BLACK	BARRETT RESOURCES CORPORATION
12	CO10238.002	1999-07-13	WAYNE E WELLS	BARRETT RESOURCES CORPORATION
13	CO10239.000	1998-06-23	GARY LEE MAHAFFEY LYLE LEON MAHAFFEY	BARRETT RESOURCES CORPORATION
14	CO10244.001	1999-12-29	JOE ANN NICHOLS	BARRETT RESOURCES CORPORATION
15	CO10251.001	1999-12-13	JOHN W SAVAGE JR	BARRETT RESOURCES CORPORATION
16	CO10251.002	1999-12-13	JRMD LLC	BARRETT RESOURCES CORPORATION
17	CO10253.001	1999-12-13	JOHN W SAVAGE JR	BARRETT RESOURCES CORPORATION
18	CO10259.000	2000-10-25	ANDREW J HARRIS AND SHIRLEY J HARRIS	BARRETT RESOURCES CORPORATION
19	CO10260.000	2000-10-25	EDNA M DALTON	BARRETT RESOURCES CORPORATION
20	CO10261.000	2002-02-18	BOARD OF GARFIELD COUNTY COMMISSIONERS	WILLIAMS PRODUCTION RMT COMPANY
21	CO10263.000	2001-01-15	WARREN H BUXTON CHARLES K BUXTON & EDITH E SARVER	BARRETT RESOURCES CORPORATION
22	CO10264.001	2000-08-31	LARRY M PALMER	BARRETT RESOURCES CORPORATION
23	CO10264.002	2000-06-07	LORETTA COCHRAN	BARRETT RESOURCES CORPORATION
24	CO10264.003	2000-06-07	PATRICIA JEAN COCHRAN	BARRETT RESOURCES CORPORATION
25	CO10264.004	2000-06-05	WILLIAM D URQUHART	BARRETT RESOURCES CORPORATION
26	CO10264.005	2000-06-05	ARCHIE R URQUHART ANNA MARIE URQUHART	BARRETT RESOURCES CORPORATION
27	CO10264.006	2000-06-05	CHARLES E FRANK	BARRETT RESOURCES CORPORATION
28	CO10264.007	2000-06-05	CAROLYN M BACA	BARRETT RESOURCES CORPORATION
29	CO10264.008	2000-10-27	DONALD C JOLLEY JR	BARRETT RESOURCES CORPORATION
30	CO10264.009	2004-08-11	PATRICIA JEAN COCHRAN, SOLE HEIR OF THE ESTATE OF CHESTER A COCHRAN; AKA CHESTER ARTHUR COCHRAN AKA CHESTER CAOCRAN JR, UNDER THAT CERTAIN; LAST WILL AND TESTAMENT DTD 11-26-92	WILLIAMS PRODUCTION RMT COMPANY
31	CO10264.010	2004-08-04	LORETTA COCHRAN	WILLIAMS PRODUCTION RMT COMPANY
32	CO10264.011	2004-08-18	WILBERT LLOYD MURPHY AKA LLOYD MURPHY	WILLIAMS PRODUCTION RMT COMPANY
33	CO10264.012	2004-08-18	MERRILL O MURPHY DKA MERRILL MURPHY	WILLIAMS PRODUCTION RMT COMPANY
34	CO10264.013	2004-08-18	GEORGE C MURPHY, AKA CYRIL MURPHY	WILLIAMS PRODUCTION RMT COMPANY

35	CO10264.014	2004-08-18	WILLIAM L MURPHY AND BARBARA ANN MURPHY	WILLIAMS PRODUCTION RMT COMPANY
36	CO10264.015	2003-12-23	SAMUEL B POTTER AND TERESA ANN POTTER	WILLIAMS PRODUCTION RMT COMPANY
37	CO10264.016	2004-10-01	SAMUEL B POTTER AND TERESA ANN POTTER	WILLIAMS PRODUCTION RMT COMPANY
38	CO10264.017	2004-09-12	CAROLYN M BACA	WILLIAMS PRODUCTION RMT COMPANY
39	CO10264.018	2004-09-12	CHARLES E. FRANK	WILLIAMS PRODUCTION RMT COMPANY
40	CO10264.019	2004-04-29	IRENE GOSNEY, AKA CAROL IRENE GOSNEY	WILLIAMS PRODUCTION RMT COMPANY
41	CO10264.020	2004-04-20	DAVID MICHAEL SAMSON & JANET SUSANNE SAMSON	WILLIAMS PRODUCTION RMT COMPANY
42	CO10264.021	2004-04-20	KAREN SOUPISET AKA KAREN J SOUPISET	WILLIAMS PRODUCTION RMT COMPANY
43	CO10264.022	2004-08-24	DONALD C JOLLEY JR	WILLIAMS PRODUCTION RMT COMPANY
44	CO10264.023	2004-05-26	LINDA D TEFFT	WILLIAMS PRODUCTION RMT COMPANY
45	CO10264.024	2005-08-31	LARRY M PALMER	WILLIAMS PRODUCTION RMT COMPANY
46	CO10264.025	2004-05-26	PEGGY L TIBBETTS	WILLIAMS PRODUCTION RMT COMPANY
47	CO10264.026	2004-05-26	JERALD B PALMER AKA GERALD B PALMER	WILLIAMS PRODUCTION RMT COMPANY
48	CO10264.027	2004-07-29	IRENE GOSNEY AKA CAROL IRENE GOSNEY, A WIDOW	WILLIAMS PRODUCTION RMT COMPANY
49	CO10264.028	2004-05-26	JOYCE M PALMER	WILLIAMS PRODUCTION RMT COMPANY
50	CO10264.029	2004-06-22	EILEEN WADE WALTON, ADMINISTRATOR OF THE ESTATE OF EDITH CLAIRE WADE,; DECEASED	WILLIAMS PRODUCTION RMT COMPANY
51	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
52	CO10264.031	2004-07-09	EDIE CHANEY	WILLIAMS PRODUCTION RMT COMPANY
53	CO10264.032	2004-09-16	WILLIAM D URQUHART, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
54	CO10264.033	2004-09-16	ARCHIE R URQUHART AND ANNA MARIE URQUHART, HUSBAND AND WIFE	WILLIAMS PRODUCTION RMT COMPANY
55	CO10264.034	2006-04-17	DAVID MICHAEL SAMSON AND JANET SUSANNE SAMSON	WILLIAMS PRODUCTION RMT COMPANY
56	CO10264.035	2004-09-15	BARRY R COCHRAN, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
57	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
58	CO10264.037	2006-04-11	BRADLEY F MOSS AND WINETTE MOSS	WILLIAMS PRODUCTION RMT COMPANY
59	CO10264.038	2004-08-28	KAREN SOUPISET	WILLIAMS PRODUCTION RMT COMPANY
60	CO10269.000	2001-12-12	KERWIN L STARK AND KAY L STARK	WILLIAMS PRODUCTION RMT COMPANY
61	CO10271.000	2001-03-01	MERLIN J WAGNER & PAMELLA L WAGNER	BARRETT RESOURCES CORPORATION
62	CO10273.000	2001-05-09	MARY LEE BRUCKNER	BARRETT RESOURCES CORPORATION
63	CO10274.000	2001-04-24	VELLA J MOORE	BARRETT RESOURCES CORPORATION
64	CO10275.000	2001-11-09	EXXON MOBIL CORPORATION	WILLIAMS PRODUCTION RMT COMPANY
65	CO10276.000	2001-11-15	TIMOTHY JACOBS & KARLA JACOBS	WILLIAMS PRODUCTION RMT COMPANY

66	CO10281.000	2001-10-18	ROSEMARY H BELDEN	WILLIAMS PRODUCTION RMT COMPANY
67	CO10282.001	2001-10-08	ALLEN M JOHNSON	WILLIAMS PRODUCTION RMT COMPANY
68	CO10282.002	2001-10-08	THOMAS L JOHNSON ANNE L JOHNSON AIF	WILLIAMS PRODUCTION RMT COMPANY
69	CO10282.003	2001-10-08	WALTER P JR & LUCY JOHNSON	WILLIAMS PRODUCTION RMT COMPANY
70	CO10282.004	2001-10-08	ELIZABETH ANN DAVIDSON	WILLIAMS PRODUCTION RMT COMPANY
71	CO10286.001	2001-10-23	LOREN RADEL, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
72	CO10286.002	2005-02-02	TRUSTEES FOR THE EVERETT F AND CORRINNE B COLEMAN 1972 TRUST	WILLIAMS PRODUCTION RMT COMPANY
73	CO10286.003	2005-09-01	VOICE OF PROPHECY, INC	WILLIAMS PRODUCTION RMT COMPANY
74	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
75	CO10287.001	2002-06-19	MARY BOSELY AKA M A BOSELY	WILLIAMS PRODUCTION RMT COMPANY
76	CO10288.001	2002-09-27	DOROTHY LOIS GEORGE, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
77	CO10288.002	2002-09-27	RALPH ALBERT ROBINSON, A SINGLE MAN	WILLIAMS PRODUCTION RMT COMPANY
78	CO10288.003	2002-09-27	MARION ALFRED ROBINSON, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
79	CO10288.004	2002-09-27	RICHARD E SIMMS, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
80	CO10288.005	2002-09-27	SARAH O ELMORE, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
81	CO10288.006	2002-09-27	EARL L SIMMS, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
82	CO10288.007	2002-09-27	KELLY A CLARK, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
83	CO10288.008	2002-09-27	BENJAMIN J ALDRICH, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
84	CO10288.009	2002-09-27	REGINA L. ADAMS, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
85	CO10288.010	2002-09-27	REXANNE J. ALDRICH, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPETY	WILLIAMS PRODUCTION RMT COMPANY
86	CO10288.011	2003-11-13	DEBBIE LYNN MILLER, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
87	CO10288.012	2003-11-13	STEVE DOUGLAS ROBINSON, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
88	CO10288.013	2003-11-13	BERT JAMES ROBINSON, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY

89	CO10288.014	2003-11-13	DALE WAYNE ROBINSON, A AMARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
90	CO10288.015	2003-11-13	JUDY JEAN RAMSEY, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
91	CO10288.016	2003-11-13	MARILYN M. WILLIAMS, FKA MARILYN MARIE HAMPTON, A SINGLE WOMAN	WILLIAMS PRODUCTION RMT COMPANY
92	CO10288.017	2003-11-13	BETTY J ALLAN, A SINGLE WOMAN	WILLIAMS PRODUCTION RMT COMPANY
93	CO10288.018	2003-11-13	BUFFY J ROBINSON, A SINGLE WOMAN	WILLIAMS PRODUCTION RMT COMPANY
94	CO10288.019	2002-09-27	MARGARET G MAYNARD, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
95	CO10288.020	2002-08-07	RAYMOND & ARLETA B ROBINSON	WILLIAMS PRODUCTION RMT COMPANY
96	CO10288.021	2002-09-27	LEE H. ROBINSON, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
97	CO10288.022	2007-01-15	JOE A SIMMS & LINDA G SIMMS	WILLIAMS PRODUCTION RMT COMPANY
98	CO10288.023	2007-01-19	SUZANNE M ROBINSON	WILLIAMS PRODUCTION RMT COMPANY
99	CO10288.024	2002-09-27	GERALDINE M. JEWELL, A SINGLE WOMAN	WILLIAMS PRODUCTION RMT COMPANY
100	CO10288.025	2002-09-27	SHIRLEY E. HUTCHINGS, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
101	CO10334.001	2002-08-29	FRED REX CAMERON & RENEE D CAMERON	WILLIAMS PRODUCTION RMT COMPANY
102	CO10335.001	2004-06-12	HELEN M PLAUNTY	WILLIAMS PRODUCTION RMT COMPANY
103	CO10335.002	2004-06-12	ANITA M SMITH	WILLIAMS PRODUCTION RMT COMPANY
104	CO10335.003	2004-06-12	WILLIAM G. STONE	WILLIAMS PRODUCTION RMT COMPANY
105	CO10335.004	2004-06-12	GENEVA R DAVIES	WILLIAMS PRODUCTION RMT COMPANY
106	CO10335.006	2007-02-14	COLORADO DEPARTMENT OF TRANSPORTATION	WILLIAMS PRODUCTION RMT COMPANY
107	CO10360.002	1999-09-15	HOLLIS CAMERON AND DANIEL CAMERON JR	BARRETT RESOURCES CORPORATION
108	CO10360.003	2005-10-21	BARBARA J. HOFFMAN	WILLIAMS PRODUCTION RMT COMPANY
109	CO10360.004	2005-11-15	MERRILL DEAN MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
110	CO10360.005	2005-09-15	AVERYL I. MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
111	CO10360.006	2005-10-10	MAUREEN MAHAFFEY FREDRICK	WILLIAMS PRODUCTION RMT COMPANY
112	CO10360.007	2005-09-15	LINDA C. MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
113	CO10360.008	2005-10-10	DONNA JOYCE MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
114	CO10360.009	2005-10-10	MARGARET MAHAFFEY BECKNER	WILLIAMS PRODUCTION RMT COMPANY
115	CO10360.010	2005-11-07	MAHAFFEY MINERALS LLC	WILLIAMS PRODUCTION RMT COMPANY
116	CO10360.011	2005-10-21	PHILIP R. MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
117	CO10360.012	2005-11-21	MARGO L JOHNSON	WILLIAMS PRODUCTION RMT COMPANY
118	CO10360.013	2005-09-15	EDRA L PIEPHO	WILLIAMS PRODUCTION RMT COMPANY
119	CO10360.014	2005-09-15	CHARLES A SHEAR, TR OF MAHAFFEY BROTHERS TRUST	WILLIAMS PRODUCTION RMT COMPANY
120	CO10361.000	2004-06-03	CHEVRON USA INC	WILLIAMS PRODUCTION RMT COMPANY
121	CO10366.001	2004-08-15	MIRALEE BINGHAM MEAD	WILLIAMS PRODUCTION RMT COMPANY

122	CO10366.002	2004-08-15	JOHN J RUNYAN AND VIRGINIA RUNYAN A.K.A. VIRGINIA LEE RUNYAN, JOINT; TENANTS, HUSBAND AND WIFE	WILLIAMS PRODUCTION RMT COMPANY
123	CO10369.000	2004-11-05	UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION	WILLIAMS PRODUCTION RMT COMPANY
124	CO10375.001	2004-12-15	WILLIAM F. CLOUGH	WILLIAMS PRODUCTION RMT COMPANY
125	CO10375.002	2005-01-10	BARBARA J. HOFFMAN	WILLIAMS PRODUCTION RMT COMPANY
126	CO10375.003	2005-01-04	MARGO L. JOHNSON AND RUSSELL M. JOHNSON	WILLIAMS PRODUCTION RMT COMPANY
127	CO10375.004	2005-01-03	VERA MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
128	CO10375.005	2005-01-03	MAUREEN M. FREDERICK, FORMERLY MAUREEN MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
129	CO10375.006	2004-12-20	AVERYL I. MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
130	CO10375.007	2005-01-03	MAHAFFEY BROTHERS TRUST DATED APRIL 16, 1990, CHARLES A. SHEAR,; TRUSTEE	WILLIAMS PRODUCTION RMT COMPANY
131	CO10375.008	2004-12-20	DONNA J MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
132	CO10375.009	2004-12-20	PHILIP R MAHAFFEY, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
133	CO10375.010	2005-01-03	MARGARET MAHAFFEY BECKNER	WILLIAMS PRODUCTION RMT COMPANY
134	CO10375.011	2005-01-03	MERRILL D. MAHAFFEY, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
135	CO10375.012	2004-12-20	LINDA C. MAHAFFEY, A SINGLE WOMAN DEALING IN HER SOLE AND SEPARATE; PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
136	CO10375.013	2005-01-25	EDRA L. PIEPHO, DEALING IN HER SOLE AND SEPARATE PROPERTY	WILLIAMS PRODUCTION RMT COMPANY
137	CO10375.014	2007-04-01	N P DODGE COMPANY, LIMITED, A LIMITED PARTNERSHIP	WILLIAMS PRODUCTION RMT COMPANY
138	CO10377.001	2004-06-03	CHEVRON USA INC	WILLIAMS PRODUCTION RMT COMPANY
140	CO10383.000	1996-10-20	THOMAS H AND MARY ODGERS	BARRETT RESOURCES CORPORATION
141	CO10401.000	2005-08-20	JOHN B PHILLIPS	WILLIAMS PRODUCTION RMT COMPANY
142	CO10417.001	2005-10-27	FRANK W MCNEIL AND YONEKO MCNEIL	ENCANA OIL & GAS (USA) INC
143	CO10420.000	2006-04-01	CHEVRON USA INC	WILLIAMS PRODUCTION RMT COMPANY
144	CO10422.000	2005-10-01	COLORADO DEPARTMENT OF TRANSPORTATION	WILLIAMS PRODUCTION RMT COMPANY
145	CO10424.001	2005-11-22	SHEAR, INC	WILLIAMS PRODUCTION RMT COMPANY
146	CO10424.002	2005-11-28	FALL RIVER RESOURCES INC	WILLIAMS PRODUCTION RMT COMPANY
147	CO10424.003	2005-11-28	FRANCES A HANNIFIN	WILLIAMS PRODUCTION RMT COMPANY
148	CO10424.004	2005-11-18	FFF, INC	WILLIAMS PRODUCTION RMT COMPANY
149	CO10424.005	2005-11-28	CHATFIELD COMPANY	WILLIAMS PRODUCTION RMT COMPANY
150	CO10424.006	2005-11-17	BLACK RIVER ROYALTIES, LLC	WILLIAMS PRODUCTION RMT COMPANY
151	CO10424.007	2005-11-21	WHITE RIVER ROYALTIES, LLC	WILLIAMS PRODUCTION RMT COMPANY
152	CO10424.008	2005-11-22	CHRISTOPHER R F ECKLES	WILLIAMS PRODUCTION RMT COMPANY
153	CO10424.009	2005-11-01	CHRISTOPHER R F ECKELS, TRUSTEE OF THE ROBERT ECKELS FAMILY TRUST	WILLIAMS PRODUCTION RMT COMPANY

154	CO10424.010	1953-05-05	HOWARD DEAN	JOE T JUHAN
155	CO10433.000	1990-05-01	EXXON CORPORATION	BARRETT RESOURCES CORPORATION
156	CO10437.001	2006-01-23	ROBERT R HOFFPAUIR JR & TERESA A HOFFPAUIR	WILLIAMS PRODUCTION RMT COMPANY
157	CO10437.002	2006-01-23	SCOTT H ZEIGLER	WILLIAMS PRODUCTION RMT COMPANY
158	CO10441.001	1953-01-20	ALBERT GARDNER & MONA GARDNER	JOE T JUHAN
159	CO10441.002	1961-08-22	DEMA E SMITH	SOUTHERN UNION PRODUCTION
160	CO10442.000	2006-08-23	MONUMENT HOLDINGS, LLC REPRESENTED BY GARY DEAN	WILLIAMS PRODUCTION RMT COMPANY
161	CO10443.000	2006-08-23	ROCKY MOUNTAIN C-STORES, INC REPRESENTED BY GARY DEAN	WILLIAMS PRODUCTION RMT COMPANY
162	CO10444.000	2006-08-23	LEROY J UECKER & MARSHA K UECKER	WILLIAMS PRODUCTION RMT COMPANY
163	CO10445.001	2006-04-01	MARGARET MAHAFFEY BECKNER	WILLIAMS PRODUCTION RMT COMPANY
164	CO10445.002	2006-02-20	LESLIE ANN BECKSTEAD	WILLIAMS PRODUCTION RMT COMPANY
165	CO10445.003	2006-04-01	MAUREEN MAHAFFEY FREDERICK	WILLIAMS PRODUCTION RMT COMPANY
166	CO10445.004	2006-02-20	BARBARA J HOFFMAN	WILLIAMS PRODUCTION RMT COMPANY
167	CO10445.005	2006-02-20	MARGO L JOHNSON	WILLIAMS PRODUCTION RMT COMPANY
168	CO10445.006	2006-02-20	ANDY MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
169	CO10445.007	2006-02-20	DAN MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
170	CO10445.008	2006-02-20	DON MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
171	CO10445.009	2006-02-20	DONNA JOYCE MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
172	CO10445.010	2006-02-24	GARY LEE MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
173	CO10445.011	2006-02-20	LINDA C MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
174	CO10445.012	2006-02-24	LYLE LEON MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
175	CO10445.013	2006-04-01	MERRILL DEAN MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
176	CO10445.014	2006-02-20	PHILIP R MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
177	CO10445.015	2006-02-20	WILL MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
178	CO10445.016	2006-02-20	EDRA L PIEPHO	WILLIAMS PRODUCTION RMT COMPANY
179	CO10445.017	2006-05-01	ALICE T BELL	WILLIAMS PRODUCTION RMT COMPANY
180	CO10461.000	2006-08-29	ARVILL T ANDERSON	WILLIAMS PRODUCTION RMT COMPANY
181	CO10462.000	2006-08-29	ED B BAKER & SALLY A BAKER	WILLIAMS PRODUCTION RMT COMPANY
182	CO10465.000	2004-04-23	RONALD E TIPPING & MARIE E TIPPING, WILLIAM R PATTERSON AND RODNEY C POWER	TOM BROWN, INC
183	CO10467.000	2006-06-12	CALVIN D MURRAY	WILLIAMS PRODUCTION RMT COMPANY
184	CO10468.000	2006-04-25	EFRAIN P PIZANO & ROSALBA PIZANO	WILLIAMS PRODUCTION RMT COMPANY
185	CO10469.000	2006-08-29	BRENDA YATER	WILLIAMS PRODUCTION RMT COMPANY
186	CO10470.000	2006-05-19	COLORADO DEPARTMENT OF TRANSPORTATION	WILLIAMS PRODUCTION RMT COMPANY
187	CO10475.000	2006-10-13	NORMAN B GIBBS & KATHRYN A GIBBS	WILLIAMS PRODUCTION RMT COMPANY
188	CO10476.000	2001-12-01	JOAN L SAVAGE	WILLIAMS PRODUCTION RMT COMPANY
189	CO10477.001	2006-03-17	BROWN-RIFLE RANCH CO, A GENERAL PARTNERSHIP	WILLIAMS PRODUCTION RMT COMPANY
190	CO10477.002	2006-03-28	TARITA ANN HOAG	WILLIAMS PRODUCTION RMT COMPANY

191	CO10477.003	2002-05-05	RICHARD H. HOAG AND ELEANOR HOAG	WILLIAMS PRODUCTION RMT COMPANY
192	CO10477.004	2003-12-01	TARITA ANN HOAG	WILLIAMS PRODUCTION RMT COMPANY
193	CO10477.005	2002-05-05	RALPH D LONG AKA RALPH LONG AND BARBARA W LONG, H/W	WILLIAMS PRODUCTION RMT COMPANY
194	CO10477.006	2002-05-05	MARY LOU THORNTON	WILLIAMS PRODUCTION RMT COMPANY
195	CO10477.007	2003-05-15	GRAND VALLEY RANCH COMPANY, A GENERAL PARTNERSHIP	WILLIAMS PRODUCTION RMT COMPANY
196	CO10501.002	2005-07-30	WILLIAM M COLLIER, TRUSTEE FOR THE HELEN L COLLIER TRUST	APOLLO ENERGY LLC
197	CO10508.000	1987-08-28	JEAN BERNICE JOHNSON, DONALD ALVIS HULSE AND MYRA L HULSE INDIVIDUALLY AND FOR HER MINOR DAUGHTER NIKKOLA M HULSE	FUEL RESOURCES DEVELOPMENT CO
198	CO10512.000	2006-10-26	COLORADO DEPARTMENT OF TRANSPORTATION	WILLIAMS PRODUCTION RMT COMPANY
199	CO10519.000	2007-02-13	COLORADO DEPARTMENT OF TRANSPORTATION	WILLIAMS PRODUCTION RMT COMPANY
200	CO10520.000	2007-03-09	EXXON MOBIL CORPORATION	WILLIAMS PRODUCTION RMT COMPANY
201	CO10521.000	2006-12-05	ROCKY MOUNTAIN MORTGAGE WORKS LLC	WILLIAMS PRODUCTION RMT COMPANY
202	CO10522.001	2006-12-13	JOHN W SHEPARDSON	WILLIAMS PRODUCTION RMT COMPANY
203	CO10525.000	2007-03-01	DAVID E & HOLLY E BERNAT	WILLIAMS PRODUCTION RMT COMPANY
204	CO10526.000	2007-02-19	C W BYERRUM	WILLIAMS PRODUCTION RMT COMPANY
205	CO10527.000	2007-03-19	DANIEL R COOK & REBA D COOK	WILLIAMS PRODUCTION RMT COMPANY
206	CO10528.000	2007-03-06	BERNARD B HERWICK & KIMBERLY A HERWICK	WILLIAMS PRODUCTION RMT COMPANY
207	CO10529.000	2007-03-22	GARY R HAPTONSTALL & SHARON I HAPTONSTALL	WILLIAMS PRODUCTION RMT COMPANY
208	CO10530.000	2007-02-19	ROBERT L ARNETT & HELEN R ARNETT	WILLIAMS PRODUCTION RMT COMPANY
209	CO10531.000	2007-03-08	DAVID WAYNE ANDERSON & BARBARA J ANDERSON	WILLIAMS PRODUCTION RMT COMPANY
210	CO10532.000	2007-03-08	WILBER H MASSEY	WILLIAMS PRODUCTION RMT COMPANY
211	CO10533.000	2007-03-08	DAWN REE-ARCHULETA & FRANK KEITH ARCHULETA	WILLIAMS PRODUCTION RMT COMPANY
212	CO10534.000	2007-03-05	MARK M MCINTYRE & SHEILA M MCINTYRE	WILLIAMS PRODUCTION RMT COMPANY
213	CO10535.000	2007-02-02	PUBLIC SERVICE COMPANY OF COLORADO	WILLIAMS PRODUCTION RMT COMPANY
214	CO10536.000	2007-03-06	GERALD K HOLLENBAUGH, JR & MARILYN J HOLLENBAUGH	WILLIAMS PRODUCTION RMT COMPANY
215	CO10538.000	2007-03-19	MERVIL J MULLENAX & JEAN S MULLENAX	WILLIAMS PRODUCTION RMT COMPANY
216	CO10539.000	2007-03-05	JOHN A VAN TEYLINGEN & PATTI R VAN TEYLINGEN	WILLIAMS PRODUCTION RMT COMPANY
217	CO10540.000	2007-03-05	RON K THURSTON & SUSAN J THURSTON	WILLIAMS PRODUCTION RMT COMPANY
218	CO10541.000	2007-05-17	ROBERT HOLL 1989 LIVING TRUST AND HALLIE HOLL 1989 LIVING TRUST	WILLIAMS PRODUCTION RMT COMPANY
219	CO10542.000	2008-10-20	JACEE RENEE JOHNSON	WILLIAMS PRODUCTION RMT COMPANY
220	CO10543.000	2008-04-14	JACEE RENEE JOHNSON	WILLIAMS PRODUCTION RMT COMPANY
221	CO10544.000	2007-05-24	PHILIP B VAUGHAN AND DENISE A VAUGHAN	WILLIAMS PRODUCTION RMT COMPANY
222	CO10545.000	2007-05-16	ESTATE OF WALTER B LEMON, JR.	WILLIAMS PRODUCTION RMT COMPANY
223	CO10546.000	2007-05-24	ESTATE OF WALTER B LEMON, JR.	WILLIAMS PRODUCTION RMT COMPANY
224	CO10547.000	2007-06-11	MICHAEL S CAIN & DEBRA CAIN	WILLIAMS PRODUCTION RMT COMPANY
225	CO10548.000	2008-07-15	FRANK WRIGHT GILL & CHRISTIANE A GILL	WILLIAMS PRODUCTION RMT COMPANY
226	CO10549.001	2008-04-15	BRENTON BERT GONZALES & CONNIE M GONZALES	WILLIAMS PRODUCTION RMT COMPANY

227	CO10549.002	1997-06-05	PAUL D MCNEW & MAVIS D MCNEW	SHEAR INC
228	CO10549.003	2007-02-26	SAMUEL B AND TERESA A POTTER	WILLIAMS PRODUCTION RMT COMPANY
229	CO10549.004	2003-10-20	JACEE RENEE JOHNSON, A SINGLE WOMAN	WILLIAMS PRODUCTION RMT COMPANY
230	CO10549.005	2007-09-17	NAOMI K SPINK	WILLIAMS PRODUCTION RMT COMPANY
231	CO10549.006	2007-11-15	STUART D JENSEN & KERI B JENSEN	WILLIAMS PRODUCTION RMT COMPANY
232	CO10549.007	1997-06-30	ETHEL I HIBBARD & HELEN CLAYPOOL EDWARDS JTWROS	SHEAR INC
233	CO10549.008	2008-04-15	CHARLES DEAN GONZALES AND SUSANNAH GONZALES	WILLIAMS PRODUCTION RMT COMPANY
234	CO10550.000	2008-05-23	RODNEY D MCDANIEL & ALICE MCDANIEL	WILLIAMS PRODUCTION RMT COMPANY
235	CO10551.000	2007-08-01	COLORADO DEPARTMENT OF TRANSPORTATION	WILLIAMS PRODUCTION RMT COMPANY
236	CO10552.000	2007-07-25	KAY M JAMES AND MICHAEL R JAMES	WILLIAMS PRODUCTION RMT COMPANY
237	CO10553.001	2007-07-23	SPENCER D MARCUS	WILLIAMS PRODUCTION RMT COMPANY
238	CO10553.002	2008-04-19	HELEN KUNGEL	WILLIAMS PRODUCTION RMT COMPANY
239	CO10553.003	2008-04-19	DALLAS KUNGEL	WILLIAMS PRODUCTION RMT COMPANY
240	CO10553.004	2008-08-26	HELEN MARIE KUNGEL REVOCABLE TRUST, UNDER WRITTEN TRUST AGREEMENT DATED MAY 3, 2001	WILLIAMS PRODUCTION RMT COMPANY
241	CO10554.001	2007-07-16	ROBBIN GALLEGOS AND CLAUDIA MICHELLE GALLEGOS	WILLIAMS PRODUCTION RMT COMPANY
242	CO10563.001	2007-10-03	SPECIALTY RESTAURANTS CORPORATION	WILLIAMS PRODUCTION RMT COMPANY
243	CO10571.000	2008-03-26	RODNEY VERN MILLER, AKA RODNEY V MILLER & CAROLYN SUE MILLER	WILLIAMS PRODUCTION RMT COMPANY
244	CO10574.000	2007-10-30	TED L VAUGHAN & HILDA M VAUGHAN	WILLIAMS PRODUCTION RMT COMPANY
245	CO10575.000	2007-08-28	THE SEVENTH - DAY ADVENTIST ASSOCIATION OF COLORADO	WILLIAMS PRODUCTION RMT COMPANY
246	CO10577.000	2007-09-24	STEVEN W HAGEMANN	WILLIAMS PRODUCTION RMT COMPANY
247	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
248	CO10579.000	2007-12-11	DAMOND B CULVER & VERNA CULVER	WILLIAMS PRODUCTION RMT COMPANY
249	CO10580.000	2007-08-01	MARION J WELLS	WILLIAMS PRODUCTION RMT COMPANY
250	CO10581.000	2007-11-09	RODNEY VERN MILLER, AKA RODNEY V MILLER & CAROLYN SUE MILLER	WILLIAMS PRODUCTION RMT COMPANY
251	CO10582.000	2002-07-01	COLORADO DEPARTMENT OF TRANSPORTATION	BARRETT RESOURCES CORPORATION
252	CO10583.000	2005-01-07	EUGENE R SCOTT AND EVELYN R SCOTT, TRUSTEES OF THE SCOTT FAMILY TRUST	PETROGULF CORPORATION
253	CO10584.000	2005-04-21	EUGENE R SCOTT AND EVELYN R SCOTT, TRUSTEES OF THE SCOTT FAMILY TRUST	PETROGULF CORPORATION
254	CO10585.001	2002-12-22	ELNA GAY SEFCOVIC	PETROGULF CORPORATION
255	CO10585.002	2001-11-08	MYRTLE E SCARROW	BARRETT RESOURCES CORPORATION
256	CO10585.003	2001-11-19	DANNIE LOCKLEAR	WILLIAMS PRODUCTION RMT COMPANY
257	CO10585.004	2002-12-22	OWNE W KINGMAN ET UX DIAN M KINGMAN	WILLIAMS PRODUCTION RMT COMPANY
258	CO10585.005	2006-06-07	DAVID M EDDY	WILLIAMS PRODUCTION RMT COMPANY
259	CO10587.001	2008-01-30	SAUL LOGAN FORSTER	WILLIAMS PRODUCTION RMT COMPANY

260	CO10587.002	2007-09-11	CHRISTOPHER D BEASLEY & AMY LOU BEASLEY	WILLIAMS PRODUCTION RMT COMPANY
261	CO10589.000	2008-03-10	HERMANN STAUFER	WILLIAMS PRODUCTION RMT COMPANY
262	CO10590.000	2008-03-13	MICHAEL HENRY PALMER	WILLIAMS PRODUCTION RMT COMPANY
263	CO10591.000	2008-05-01	EVELYN G MCKAY ESTATE	WILLIAMS PRODUCTION RMT COMPANY
264	CO10592.000	2008-03-10	CLEMENT HUGHES, CHARLOTTE HUGHES AND ROXAN HUGHES	WILLIAMS PRODUCTION RMT COMPANY
265	CO10593.000	2008-04-23	JOHN K COX	WILLIAMS PRODUCTION RMT COMPANY
266	CO10594.000	2008-05-01	EVELYN G MCKAY ESTATE	WILLIAMS PRODUCTION RMT COMPANY
267	CO10595.000	2008-03-17	HARLEY E WALKER	WILLIAMS PRODUCTION RMT COMPANY
268	CO10596.000	2008-03-04	JIM YELLICO & MYKO YELLICO	WILLIAMS PRODUCTION RMT COMPANY
269	CO10597.000	2008-02-26	DAWANA L BRUHN	WILLIAMS PRODUCTION RMT COMPANY
270	CO10602.000	2008-06-10	GARFIELD COUNTY SCHOOL DISTRICT 16	WILLIAMS PRODUCTION RMT COMPANY
271	CO10603.000	2008-05-06	GLENN J HUGHSON	WILLIAMS PRODUCTION RMT COMPANY
272	CO10605.000	2008-07-01	MONUMENT HOLDING, LLC	WILLIAMS PRODUCTION RMT COMPANY
273	CO10607.000	2008-04-05	ROGER L KNOX & SANDRA A KNOX	WILLIAMS PRODUCTION RMT COMPANY
274	CO10608.000	2008-05-13	RUTH V KEITHLEY IRREVOCABLE TRUST	WILLIAMS PRODUCTION RMT COMPANY
275	CO10615.000	2008-05-07	CROSS SPEAR LP	WILLIAMS PRODUCTION RMT COMPANY
276	CO10616.000	2008-07-01	COLORADO DEPARTMENT OF TRANSPORTATION	WILLIAMS PRODUCTION RMT COMPANY
277	CO10617.000	2008-10-02	LEONTINE R SUPLIZIO	WILLIAMS PRODUCTION RMT COMPANY
278	CO10620.000	2008-10-01	MARY LEE BRUCKNER	WILLIAMS PRODUCTION RMT COMPANY
279	CO10622.000	2008-09-11	GREENSTONE LLC	WILLIAMS PRODUCTION RMT COMPANY
280	CO10623.000	2008-12-05	SPECIALTY RESTAURANTS CORPORATION AND STOCKTON RESTAURANT CORPORATION	WILLIAMS PRODUCTION RMT COMPANY
281	CO10624.000	2000-01-20	UNION PACIFIC RAILROAD COMPANY	PETROLEUM DEVELOPMENT COMPANY
282	CO10626.001	2009-01-21	ROBERT E SMITH	WILLIAMS PRODUCTION RMT COMPANY
283	CO10628.001	2004-05-15	WILLIAM C HAMMERICH	ENCANA OIL & GAS (USA) INC
284	CO10628.002	2004-05-15	KAREN L LATHAM FKA KAREN LEE GROVES	ENCANA OIL & GAS (USA) INC
285	CO10628.003	2004-05-15	SHARON H HANSON FKA SHARON KAY HAMMERICH	ENCANA OIL & GAS (USA) INC
286	CO10628.004	2004-05-15	JOHN DAVID HAMMERICH	ENCANA OIL & GAS (USA) INC
287	CO10628.005	2004-05-15	GAIL T WILSON, FKA GAIL T HAMMERICH	ENCANA OIL & GAS (USA) INC
288	CO10633.000	2008-09-11	ENERGY RESOURCES TECHNOLOGY LAND LLC	WILLIAMS PRODUCTION RMT COMPANY
289	CO10635.000	2009-06-10	MARIANO LEDEZMA & SUSAN M LEDEZMA	WILLIAMS PRODUCTION RMT COMPANY
290	CO10636.000	2009-05-01	ATLANTIC RICHFIELD COMPANY	WILLIAMS PRODUCTION RMT COMPANY
291	CO10637.001	2009-06-11	TOWN OF PARACHUTE	WILLIAMS PRODUCTION RMT COMPANY
292	CO10637.002	2010-01-08	MILDRED A ROBERTS	WILLIAMS PRODUCTION RMT COMPANY
293	CO10637.003	2008-06-25	MILES A CARROLL & RIENA C CARROLL	WILLIAMS PRODUCTION RMT COMPANY
294	CO10637.004	2008-06-25	BETTY J CARROLL	WILLIAMS PRODUCTION RMT COMPANY
295	CO10637.005	2008-06-25	GARY L CARROLL & COLLEEN S CARROLL	WILLIAMS PRODUCTION RMT COMPANY
296	CO10662.001	2009-07-28	CONOCOPHILLIPS COMPANY	WILLIAMS PRODUCTION RMT COMPANY
297	CO10721.000	2006-03-30	T & T ASSOCIATES LTD	APOLLO ENERGY LLC

298	CO10722.000	2005-11-02	GERALD P GRUNSKA, CAROL D GRUNSKA AND GERALD R GRUNSKA	APOLLO ENERGY LLC
299	CO10724.001	2010-01-08	MILDRED A ROBERTS	WILLIAMS PRODUCTION RMT COMPANY
300	CO10724.002	2006-10-17	PAUL S JONES	WILLIAMS PRODUCTION RMT COMPANY
301	CO10724.003	2006-10-17	PAUL S JONES, TRUSTEE OF THE DORIS E JONES KILE TRUST	WILLIAMS PRODUCTION RMT COMPANY
302	CO10726.000	2010-01-25	CONSTANCE HARVEY	WILLIAMS PRODUCTION RMT COMPANY
303	CO10745.000	2009-06-01	STATE OF COLORADO, DEPARTMENT OF NATURAL RESOURCES, COLORADO WATER CONSERVATION BOARD	WILLIAMS PRODUCTION RMT COMPANY
304	CO10752.001	2010-04-19	DONNA JOYCE MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
305	CO10752.002	2010-04-19	AVERYL I MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
306	CO10752.003	2010-04-19	MERRILL DEAN MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
307	CO10752.004	2010-04-19	MAUREEN MAHAFFEY FREDERICK	WILLIAMS PRODUCTION RMT COMPANY
308	CO10752.005	2010-04-19	MARGARET MAHAFFEY BECKNER	WILLIAMS PRODUCTION RMT COMPANY
309	CO10752.006	2010-04-28	COTTONWOOD MINERALS LLC	WILLIAMS PRODUCTION RMT COMPANY
310	CO10752.007	2010-09-06	DANIEL J MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
311	CO10752.008	2010-09-06	WILLIAM J MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
312	CO10752.009	2010-09-06	DONALD J MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
313	CO10752.010	2010-09-06	LESLIE ANN BECKSTEAD	WILLIAMS PRODUCTION RMT COMPANY
314	CO10752.011	2010-09-06	ANDREW J MAHAFFEY	WILLIAMS PRODUCTION RMT COMPANY
315	CO10763.000	2007-06-14	JANN ERTL	ANTERO RESOURCES PICEANCE CORPORATION
316	CO10773.001	2005-04-15	EXXONMOBIL OIL CORP	WILLIAMS PRODUCTION RMT COMPANY
317	CO10775.001	2010-09-02	COLORADO DEPARTMENT OF TRANSPORTATION	WILLIAMS PRODUCTION RMT COMPANY
318	CO10781.001	2005-07-29	ROBERT WARD & PATRICIA M WARD	TRANSCONTINENTAL OIL COMPANY
319	CO10782.000	2007-10-14	W EDWARD WISSLER AND WANDA J WISSLER, CO-TRUSTEES OF THE WISSLER 1992 TRUST DATED JULY 30, 1992	ANTERO RESOURCES PICEANCE CORPORATION
320	CO10783.001	2011-05-28	JAZ HOLDINGS LLC	WILLIAMS PRODUCTION RMT COMPANY
321	CO10785.000	2011-04-29	G THOMAS MORTON & DEBRA E MORTON, JOHN GALLEGOS & CAROL GALLEGOS, WILLIAM R LANE & DEANNE MCLAIN	WILLIAMS PRODUCTION RMT COMPANY
322	CO10823.000	2010-12-18	NATHAN J BOYD AND JOHN BOYD	WILLIAMS PRODUCTION RMT COMPANY
323	CO10825.000	2011-02-27	REGINALD LEE ALDRICH, REXANNE J ALDRICH, REGINA L ADAMS AND BENJAMIN J ALDRICH	WILLIAMS PRODUCTION RMT COMPANY
324	CO10826.000	2011-02-18	WILLIS R MORROW	WILLIAMS PRODUCTION RMT COMPANY
325	CO10827.000	2007-05-21	B & V DEVELOPERS LLLP	ANTERO RESOURCES PICEANCE CORPORATION
326	CO10828.001	2007-06-20	ACEE BCEE, A WYOMING CORPORATION	ANTERO RESOURCES PICEANCE CORPORATION
327	CO10829.000	2007-09-17	ARCHDIOCESE OF DENVER, A COLORADO CORPORATION SOLE, AS TRUSTEE AND FOR THE BENEFIT OF ST. BRENDAN CHURCH, A MISSION OF ST. MARY PARISH IN RIFLE, A SEPARATE PUBLIC JURIDIC PERSON UNDER THE 1983 CODE OF CANON LAW OF THE ROMAN CATHOLIC CHURCH	ANTERO RESOURCES PICEANCE CORPORATION

328	CO10832.000	2007-11-15	DALE ALLEN COCHRAN	ANTERO RESOURCES PICEANCE CORPORATION
329	CO10833.000	2007-12-04	TOMAS CRUZ & CHRISTINA CRUZ ROMERO	ANTERO RESOURCES PICEANCE CORPORATION
330	CO10834.001	2008-02-15	THE BERT DAHLANDER REVOCABLE LIVING TRUST	ANTERO RESOURCES PICEANCE CORPORATION
331	CO10834.002	2012-08-11	W W DOINGS LLC	WPX ENERGY ROCKY MOUNTAIN LLC
332	CO10835.000	2007-08-05	TONYA DUPLICE	ANTERO RESOURCES PICEANCE CORPORATION
333	CO10836.000	2007-10-31	TONYA DUPLICE	ANTERO RESOURCES PICEANCE CORPORATION
334	CO10837.000	2007-12-13	JAMES R DUPRAS & ALEAH J DUPRAS	ANTERO RESOURCES PICEANCE CORPORATION
335	CO10838.000	2011-03-26	JAMES A LEGG	WILLIAMS PRODUCTION RMT COMPANY
336	CO10839.000	2007-06-28	GRAND VALLEY CEMETERY DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO	ANTERO RESOURCES PICEANCE CORPORATION
337	CO10840.000	2007-06-12	GRAND VALLEY HOMES INC	ANTERO RESOURCES PICEANCE CORPORATION
338	CO10843.000	2007-04-09	CARL M METCALF II & CHRISTINA M METCALF	ANTERO RESOURCES PICEANCE CORPORATION
339	CO10844.000	2007-11-12	ELIZABETH LEE MORRISON ALSO KNOWN AS ELIZABETH LEE MORRISON-BUTLER	ANTERO RESOURCES PICEANCE CORPORATION
340	CO10845.000	2008-01-11	PARACHUTE MANAGEMENT LLC	ANTERO RESOURCES PICEANCE CORPORATION
341	CO10846.000	2007-06-20	STEVEN L SAPP AND MARGO MCCREARY	ANTERO RESOURCES PICEANCE CORPORATION
342	CO10847.000	2007-06-20	WAYNE B SAPP & TRACY SAPP	ANTERO RESOURCES PICEANCE CORPORATION
343	CO10848.001	2011-08-23	PAUL T DICKERSON	WILLIAMS PRODUCTION RMT COMPANY
344	CO10848.002	2011-08-23	JON E DICKERSON	WILLIAMS PRODUCTION RMT COMPANY
345	CO10848.003	2011-08-23	STACI L DICKERSON	WILLIAMS PRODUCTION RMT COMPANY
346	CO10851.000	2011-11-02	TRAVIS TORRENCE & CHRISTI KEMPER	WILLIAMS PRODUCTION RMT COMPANY
347	CO10853.000	2011-11-12	MNB INVESTMENTS LLC	WILLIAMS PRODUCTION RMT COMPANY
348	CO10854.001	2012-02-22	EXXON MOBIL CORPORATION	WPX ENERGY ROCKY MOUNTAIN LLC
350	CO10854.003	1980-05-07	THE SALVATION ARMY	FUEL RESOURCES DEVELOPMENT CO
351	CO10855.000	2012-02-14	GARFIELD COUNTY SCHOOL DISTRICT 16, A COLORADO SCHOOL DISTRICT AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO	WPX ENERGY ROCKY MOUNTAIN LLC
352	CO10856.000	2012-03-06	RANDALL S LANTZ & PAMELA A LANTZ	WPX ENERGY ROCKY MOUNTAIN LLC
353	CO10857.000	2012-01-20	COLORADO DEPARTMENT OF TRANSPORTATION	WPX ENERGY ROCKY MOUNTAIN LLC
354	CO10858.000	2012-01-21	JEREMY HARWOOD & FANNY HARWOOD	WPX ENERGY ROCKY MOUNTAIN LLC
355	CO10861.000	2012-07-30	JAMES C FRISBEE	WPX ENERGY ROCKY MOUNTAIN LLC
356	CO10862.000	2012-07-03	MYUNG KIL KIM	WPX ENERGY ROCKY MOUNTAIN LLC
357	CO10863.000	2012-06-25	EDWARD E WILLIAMS & JUANITA R WILLIAMS	WPX ENERGY ROCKY MOUNTAIN LLC
358	CO10864.000	2012-08-06	SHILO DEAN HOLBROOK & FAITH A HOLBROOK	WPX ENERGY ROCKY MOUNTAIN LLC
359	CO10865.000	2012-08-17	ACKERMAN ENERGY LLC	WPX ENERGY ROCKY MOUNTAIN LLC
360	CO10866.000	2012-08-18	DALE L ARNETT & LEONA L ARNETT	WPX ENERGY ROCKY MOUNTAIN LLC
361	CO10867.000	2012-09-01	ERIC BREKHUS & CYNTHIA M BREKHUS	WPX ENERGY ROCKY MOUNTAIN LLC
362	CO10868.000	2012-08-01	BONEITA T BROWN	WPX ENERGY ROCKY MOUNTAIN LLC
363	CO10869.000	2012-08-22	ANN L BURDICK	WPX ENERGY ROCKY MOUNTAIN LLC

364	CO10870.000	2012-08-08	STEVEN R BRUBACHER, CYNTHIA V BRUBACHER AND ROY G BRUBACHER	WPX ENERGY ROCKY MOUNTAIN LLC
365	CO10871.000	2012-08-08	STEVEN R BRUBACHER, CYNTHIA V BRUBACHER AND ROY G BRUBACHER	WPX ENERGY ROCKY MOUNTAIN LLC
366	CO10872.000	2012-08-08	STEVEN R BRUBACHER & CYNTHIA V BRUBACHER	WPX ENERGY ROCKY MOUNTAIN LLC
367	CO10873.000	2012-08-03	ROBERT R CARRILLO & SUSAN L CARRILLO	WPX ENERGY ROCKY MOUNTAIN LLC
368	CO10874.000	2012-08-29	MICHAEL S CLARY & KATHY A CLARY	WPX ENERGY ROCKY MOUNTAIN LLC
369	CO10875.000	2012-09-04	STEPHEN RICHARD COLE	WPX ENERGY ROCKY MOUNTAIN LLC
370	CO10876.000	2012-08-07	DAVID EISENBERG	WPX ENERGY ROCKY MOUNTAIN LLC
371	CO10877.000	2012-08-03	KAELIN MELISSA COTHRAN	WPX ENERGY ROCKY MOUNTAIN LLC
372	CO10878.000	2012-08-23	STANLEY E DAILY	WPX ENERGY ROCKY MOUNTAIN LLC
373	CO10879.000	2012-08-23	DELILA REBEKAH LODGE NO. 71 OF THE INDEPENDENT ORDER OF ODD FELLOWS	WPX ENERGY ROCKY MOUNTAIN LLC
374	CO10881.000	2012-08-17	FAITH BAPTIST CHURCH OF PARACHUTE	WPX ENERGY ROCKY MOUNTAIN LLC
375	CO10882.000	2012-08-09	CECIL A GARDNER	WPX ENERGY ROCKY MOUNTAIN LLC
376	CO10883.000	2012-08-07	ETHEL J GARDNER	WPX ENERGY ROCKY MOUNTAIN LLC
377	CO10884.000	2012-08-16	ALFRED M GENDREAU	WPX ENERGY ROCKY MOUNTAIN LLC
378	CO10885.000	2012-08-09	GRAND VALLEY CHRISTIAN CHURCH, INC	WPX ENERGY ROCKY MOUNTAIN LLC
379	CO10886.001	2012-08-09	GRAND VALLEY UNITED METHODIST CHURCH OF PARACHUTE, COLORADO, INC	WPX ENERGY ROCKY MOUNTAIN LLC
380	CO10887.000	2012-08-11	PATRICK C HISEL & CAROL J HISEL	WPX ENERGY ROCKY MOUNTAIN LLC
381	CO10888.000	2012-08-10	ALVIN L HOFFMAN & SHERRIE JO HOFFMAN	WPX ENERGY ROCKY MOUNTAIN LLC
382	CO10889.000	2012-08-23	DAVID HOWELL & JEAN HOWELL	WPX ENERGY ROCKY MOUNTAIN LLC
383	CO10890.000	2012-08-23	RONALD R JARRETT & PAMELA A JARRETT	WPX ENERGY ROCKY MOUNTAIN LLC
384	CO10892.000	2012-08-14	WYATT D LICHTENHAHN	WPX ENERGY ROCKY MOUNTAIN LLC
385	CO10893.000	2012-08-15	DAVID W LUNDBERG & JONI L LUNDBERG	WPX ENERGY ROCKY MOUNTAIN LLC
386	CO10894.000	2012-08-21	THOMAS R MAGEE & ROSE M MAGEE	WPX ENERGY ROCKY MOUNTAIN LLC
387	CO10895.000	2012-08-23	LESLIE D MCKINLEY & CINDY M MCKINLEY	WPX ENERGY ROCKY MOUNTAIN LLC
388	CO10896.001	2012-08-14	JAMES A MILLER	WPX ENERGY ROCKY MOUNTAIN LLC
389	CO10897.000	2012-08-10	JACK R MITCHELL & JUDITH A MITCHELL	WPX ENERGY ROCKY MOUNTAIN LLC
390	CO10898.000	2012-08-08	ROBERT J NELSON & DIANNE K NELSON	WPX ENERGY ROCKY MOUNTAIN LLC
391	CO10899.000	2012-08-27	JOSEPH V OBEJI & JANET OBEJI	WPX ENERGY ROCKY MOUNTAIN LLC
392	CO10900.000	2012-08-31	TIMOTHY OLK & KRISTINA BROOKS-OLK	WPX ENERGY ROCKY MOUNTAIN LLC
393	CO10901.000	2012-08-22	ANDREA PEABODY	WPX ENERGY ROCKY MOUNTAIN LLC
394	CO10902.000	2012-08-21	EFRAIN P PIZANO & ROSALBA PIZANO	WPX ENERGY ROCKY MOUNTAIN LLC
395	CO10903.000	2012-08-27	PLUS FIVE LLC	WPX ENERGY ROCKY MOUNTAIN LLC
396	CO10904.000	2012-08-22	JANE E PRANGE	WPX ENERGY ROCKY MOUNTAIN LLC
397	CO10905.000	2012-08-30	SUSANNE RILL	WPX ENERGY ROCKY MOUNTAIN LLC
398	CO10906.000	2012-08-29	COURTNEY ROCK	WPX ENERGY ROCKY MOUNTAIN LLC

399	CO10907.000	2012-08-29	THOMAS R RUGAARD & MANDY RUGAARD	WPX ENERGY ROCKY MOUNTAIN LLC
400	CO10908.000	2012-08-07	HARRISON R SACHS	WPX ENERGY ROCKY MOUNTAIN LLC
401	CO10909.000	2012-08-21	LORRAINE E SADLER	WPX ENERGY ROCKY MOUNTAIN LLC
402	CO10910.000	2012-08-20	CARINA SANDER	WPX ENERGY ROCKY MOUNTAIN LLC
403	CO10911.000	2012-08-05	RALPH G SNOW & CATHY M SNOW	WPX ENERGY ROCKY MOUNTAIN LLC
404	CO10912.000	2012-08-21	STEVEN A SPENCER & VICKY K SPENCER	WPX ENERGY ROCKY MOUNTAIN LLC
405	CO10913.000	2012-09-04	KELLI J STANTON	WPX ENERGY ROCKY MOUNTAIN LLC
406	CO10914.000	2012-08-14	JOHN JOSEPH STEVENSON	WPX ENERGY ROCKY MOUNTAIN LLC
407	CO10915.000	2012-08-20	GARY WELLMAN VALLAD & CYNTHIA DARLENE VALLAD	WPX ENERGY ROCKY MOUNTAIN LLC
408	CO10917.000	2012-08-20	PAUL R WHISTLER	WPX ENERGY ROCKY MOUNTAIN LLC
409	CO10918.000	2012-08-17	JOHN E YADLOSKI JR & CAROLYN P YADLOSKI	WPX ENERGY ROCKY MOUNTAIN LLC
410	CO10919.000	2012-09-08	ALEAH J DUPRAS & JAMES R DUPRAS	WPX ENERGY ROCKY MOUNTAIN LLC
411	CO10920.000	2012-09-07	SANG CONG HONG	WPX ENERGY ROCKY MOUNTAIN LLC
412	CO10921.000	2012-09-05	PHILIP A BARRIE & KATHRYN J BARRIE	WPX ENERGY ROCKY MOUNTAIN LLC
413	CO10922.000	2012-08-08	JDC BEASLEY FAMILY PARTNERSHIP LLLP	WPX ENERGY ROCKY MOUNTAIN LLC
414	CO10923.001	2012-08-08	JOSEPH D BEASLEY REVOCABLE TRUST, JUDITH M BEASLEY, TRUSTEE, DATED NOVEMBER 1, 1996	WPX ENERGY ROCKY MOUNTAIN LLC
415	CO10923.002	2012-08-08	JUDITH BEASLEY REVOCABLE TRUST, JUDITH M BEASLEY, TRUSTEE, DATED NOVEMBER 1, 1996	WPX ENERGY ROCKY MOUNTAIN LLC
416	CO10925.000	2012-08-31	JOANNE FOWKES	WPX ENERGY ROCKY MOUNTAIN LLC
417	CO10926.000	2012-09-28	THOMAS F MOHER & RENEE MOHER	WPX ENERGY ROCKY MOUNTAIN LLC
418	CO10927.000	2012-09-17	CYNTHIA L TANIS & STEVEN W TANIS	WPX ENERGY ROCKY MOUNTAIN LLC
419	CO10928.001	2012-09-12	JOHN A WAITE	WPX ENERGY ROCKY MOUNTAIN LLC
420	CO10928.002	2012-09-17	MARJORIE HOLLY RUPP	WPX ENERGY ROCKY MOUNTAIN LLC
421	CO10930.001	2012-10-04	NANCY ANDERSON	WPX ENERGY ROCKY MOUNTAIN LLC
422	CO10931.000	2012-09-24	THEODORO WILFREDO BLANCO & MARIA CARLOTA BLANCO	WPX ENERGY ROCKY MOUNTAIN LLC
423	CO10932.000	2012-08-15	VIRGINIA A ENOCH	WPX ENERGY ROCKY MOUNTAIN LLC
424	CO10933.000	2012-09-18	GRAND VALLEY CEMETERY DISTRICT	WPX ENERGY ROCKY MOUNTAIN LLC
425	CO10934.000	2012-09-17	MAUDE HAWKINS AND ROSS BEARDEN	WPX ENERGY ROCKY MOUNTAIN LLC
426	CO10935.000	2012-09-15	CHRISTOPHER HUGHES & ROXAN HUGHES	WPX ENERGY ROCKY MOUNTAIN LLC
427	CO10936.000	2012-08-21	BEVERLY R JULIUS	WPX ENERGY ROCKY MOUNTAIN LLC
428	CO10937.000	2012-08-20	DAVID R MALEHORN & POLLY JO MALEHORN	WPX ENERGY ROCKY MOUNTAIN LLC
429	CO10938.000	2012-08-20	FLOYD MCDANIEL	WPX ENERGY ROCKY MOUNTAIN LLC
430	CO10939.000	2012-09-17	JULIE JOHNSON MIKUS	WPX ENERGY ROCKY MOUNTAIN LLC
431	CO10940.000	2012-08-29	SHERRY ODELL	WPX ENERGY ROCKY MOUNTAIN LLC
432	CO10941.000	2012-08-31	CARL E DUNFEE	WPX ENERGY ROCKY MOUNTAIN LLC
433	CO10942.000	2012-09-06	CHARLES MICHAEL MENDOZA & MOLLY JEANNINE MENDOZA	WPX ENERGY ROCKY MOUNTAIN LLC
434	CO10943.000	2012-10-02	DOLORES M MOORE	WPX ENERGY ROCKY MOUNTAIN LLC
435	CO10944.000	2012-09-26	MATTHEW PROVOST AND KATHY A WATSON	WPX ENERGY ROCKY MOUNTAIN LLC

436	CO10945.000	2012-08-18	DAVID G ROUSSEAU & ELKE E ROUSSEAU	WPX ENERGY ROCKY MOUNTAIN LLC
437	CO10946.000	2012-09-27	JT WAGGONER	WPX ENERGY ROCKY MOUNTAIN LLC
438	CO10947.001	2012-09-26	OUTLAW RIBBS LLC	WPX ENERGY ROCKY MOUNTAIN LLC
439	CO10948.000	2012-09-17	KNIGHT & DURMAS PROPERTIES LLC	WPX ENERGY ROCKY MOUNTAIN LLC
440	CO10949.000	2012-09-25	DEAN M KNOX, ROGER LEE KNOX AND SANDRA A KNOX	WPX ENERGY ROCKY MOUNTAIN LLC
441	CO10951.000	2012-10-10	TOWN OF PARACHUTE	WPX ENERGY ROCKY MOUNTAIN LLC
442	CO10952.001	2012-11-21	VALLEY CREEKSIDE ENTERPRISES LLC	WPX ENERGY ROCKY MOUNTAIN LLC
443	CO10952.002	2011-04-11	FIRST MCKINLEY LLC	WILLIAMS PRODUCTION RMT COMPANY
444	CO10953.000	2012-10-30	HERMAN L PONTIUS	WPX ENERGY ROCKY MOUNTAIN LLC
445	CO10954.000	2012-08-30	JERRY F BRINKLOW & SHELLY R BRINKLOW	WPX ENERGY ROCKY MOUNTAIN LLC
446	CO10955.000	2012-08-30	JERRY F BRINKLOW & SHELLY R BRINKLOW	WPX ENERGY ROCKY MOUNTAIN LLC
447	CO10956.001	2012-08-28	RYAN FRINK & LEAH FRINK	WPX ENERGY ROCKY MOUNTAIN LLC
448	CO10957.000	2012-08-29	GARY L MAHAFFEY	WPX ENERGY ROCKY MOUNTAIN LLC
449	CO10958.000	2012-08-30	PAUL G ROACH & LINDA ROACH ALSO KNOW AS LINDA L ROACH	WPX ENERGY ROCKY MOUNTAIN LLC
450	CO10959.000	2012-11-05	PATRICK A MONAHAN, ALSO KNOWN AS PATRICK MANAHAN, & BRENDA MONAHAN	WPX ENERGY ROCKY MOUNTAIN LLC
451	CO10960.000	2012-11-27	LEE T SMITH & MONICA O SMITH	WPX ENERGY ROCKY MOUNTAIN LLC
452	CO10961.000	2012-11-13	GARFIELD COUNTY HOUSING AUTHORITY	WPX ENERGY ROCKY MOUNTAIN LLC
453	CO10962.000	2012-11-15	KIM B SHAFFER AND ANDREW H TAYLOR	WPX ENERGY ROCKY MOUNTAIN LLC
454	CO10963.000	2012-10-17	TELLS MEADOW HOME OWNERS ASSOCIATION INC.	WPX ENERGY ROCKY MOUNTAIN LLC
455	CO10964.000	2012-11-28	RRR PROPERTIES LLC	WPX ENERGY ROCKY MOUNTAIN LLC
456	CO10965.000	2012-11-28	TRIPLE R CONSTRUCTION LLC	WPX ENERGY ROCKY MOUNTAIN LLC
457	CO10966.000	2012-06-14	LEBORGNE LAND COMPANY LLC	WPX ENERGY ROCKY MOUNTAIN LLC
458	CO10967.000	2012-12-11	EDWARD H KOCH, JR, AKA EDWARD KOCH, JR	WPX ENERGY ROCKY MOUNTAIN LLC
459	CO10968.000	2012-12-27	PAMELA J WHITTINGTON	WPX ENERGY ROCKY MOUNTAIN LLC
460	CO10969.000	2012-11-19	HELEN ANN JONES AND RUTH A KOTTEN	WPX ENERGY ROCKY MOUNTAIN LLC
461	CO10970.000	2013-03-19	DALE R SPERRY, JOAN L ROBERTS AND GERALDINE F MUSGRAVE	WPX ENERGY ROCKY MOUNTAIN LLC
462	CO10976.001	2013-09-12	DIAMOND MINERALS LLC A COLORADO LIMITED LIABILITY CO REP BY SIDNEY RAY LINDAUER AGENT	WPX ENERGY ROCKY MOUNTAIN LLC
463	CO10976.002	2010-05-25	LYNDA K MACLENNAN	WILLIAMS PRODUCTION RMT COMPANY
464	CO10976.003	2010-05-25	MICHAEL LINDAUER	WILLIAMS PRODUCTION RMT COMPANY
465	CO10976.004	2010-05-25	JANELL CARLSON	WILLIAMS PRODUCTION RMT COMPANY
466	CO10976.005	2010-05-25	IVO E LINDAUER	WILLIAMS PRODUCTION RMT COMPANY
467	CO10977.000	2013-09-06	JOHN HAROLD BELKNAP, ADOPTED SON OF VIRGINIA B. BELKNAP, DECEASED	WPX ENERGY ROCKY MOUNTAIN LLC
468	CO11004.000	2012-01-13	CHARLES L CONANT JR	WPX ENERGY ROCKY MOUNTAIN LLC
469	CO11005.000	2009-05-01	CHEVRON USA INC	WPX ENERGY ROCKY MOUNTAIN LLC

470	CO11006.000	2009-05-01	BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY	WPX ENERGY ROCKY MOUNTAIN LLC
471	CO11011.000	2015-06-30	PAVILLION LAND DEVELOPMENT, LLC	ENCANA OIL & GAS (USA) INC
472	CO11013.000	1995-11-30	UNION OIL COMPANY OF CALI	BARRETT RESOURCES CORPORATION
473	CO11018.000	2015-07-28	ROSEMARY SHIOLAS	WPX ENERGY ROCKY MOUNTAIN LLC
474	CO11020.000	1994-05-01	COLORADO DEPARTMENT OF TRANSPORTATION	BARRETT RESOURCES CORPORATION
475	CO11022.001	1953-06-05	NORMAN H. MEAD & MARY JANE MEAD	JOE T JUHAN
476	CO11022.002	1953-06-05	EMMA B MEAD	JOE T JUHAN
477	CO11027.000	1952-11-19	W L LANGSTAFF AND	JOE T JUHAN
478	CO11028.000	1952-11-12	BERT EATON AND	JOE T JUHAN
479	CO11029.001	1955-05-18	LESLIE FARRIS, DECEASED	JOE T JUHAN
480	CO11030.001	1955-09-20	R P LUXEN AND	SOUTHERN UNION GAS COMPANY
481	CO11031.001	1955-10-17	JOE T JUHAN	SOUTHERN UNION GAS COMPANY
482	CO11031.002	1989-03-10	BARBARA J HUNTER SCIBIENSKI	BARRETT ENERGY COMPANY
483	CO11031.003	1988-09-28	JAMES D AKINS TRUSTEE	BARRETT ENERGY COMPANY
484	CO11031.004	1988-10-17	KATHRYN P. CHALFIN, PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH PAUL JUHAN	BARRETT ENERGY COMPANY
485	CO11031.005	1958-01-15	JOE T JUHAN	WASATCH DEVELOPMENT COMPANY * SKI DEVELOPMENT CORP
486	CO11031.006	1989-04-10	KATHERINE M WHITE	BARRETT ENERGY COMPANY
487	CO11032.001	1965-10-06	ELIZABETH POWER A WIDOW	SOUTHERN UNION PRODUCTION
488	CO11032.002	1965-10-05	GEROLD L. OLDSER AND HELEN D. OLDSER	SOUTHERN UNION PRODUCTION
489	CO11035.001	1971-11-22	WILLIAM F CLOUGH IND EXEC LEON W CLOUGH-WILL-IVA CLOUGH	WILLIAM C GARRETT
490	CO11035.003	1979-11-23	FIRST NATIONAL BANK OF GRAND JUNCTION, TRUSTEE FOR ALICE LOUISE MAHAFFEY	NORTHWEST EXPLORATION COMPANY
491	CO11035.005	1980-12-24	FIRST NATIONAL BANK OF GRAND JUNCTION, TRUSTEE FOR ORVILLE MAHAFFEY.; THE MAHAFFEY BROTHERS TRUST CHARLES A SHEAR TRUSTEE	NORTHWEST EXPLORATION COMPANY
492	CO11035.006	1980-12-24	FIRST NATIONAL BANK OF GRAND JUNCTION, TRUSTEE FOR ALICE LOUISE; MAHAFFEY.; 1ST NATL BANK GRAND JUNCTION,	NORTHWEST EXPLORATION COMPANY
493	CO11035.007	1985-12-29	DONNA JOYCE MAHAFFEY	BARRETT ENERGY COMPANY
494	CO11035.008	2005-12-17	ANVIL POINT PROPERTIES, LTD	WILLIAMS PRODUCTION RMT COMPANY
495	CO11035.009	1985-12-24	GARRIS E MAHAFFEY	BARRETT ENERGY COMPANY
496	CO11035.010	1985-12-29	ESTATE OF EDWIN J MAHAFFEY	BARRETT ENERGY COMPANY
497	CO11035.011	1985-12-23	FORREST C MAHAFFEY & EVA M MAHAFFEY	BARRETT ENERGY COMPANY
498	CO11035.015	1982-05-07	RUTH ELLIS, FKA RUTH WYATT	NORTHWEST EXPLORATION COMPANY
499	CO11035.016	1989-12-20	EXXON MOBIL CORPORATION	BARRETT RESOURCES CORPORATION
500	CO11035.018	1985-12-24	VERA MAHAFFEY, MARGARET MAHAFFEY BECKNER, MAUREEN MAHAFFEY FREDERICK AND MERRILL D. MAHAFFEY	BARRETT ENERGY COMPANY

501	CO11035.019	1985-12-24	FIRST NATIONAL BANK IN GRAND JUNCTION, CONSERVATOR OF THE ESTATE OF FREDA MAHAFFEY	BARRETT ENERGY COMPANY
502	CO11035.020	1994-10-17	THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY	BARRETT RESOURCES CORPORATION
503	CO11035.021	2006-03-08	COLORADO DEPARTMENT OF TRANSPORTATION	WILLIAMS PRODUCTION RMT COMPANY
504	CO11035.022	1973-08-06	VERA MAHAFFEY, MAUREEN MAHAFFEY FREDERICK, MARGARET MAHAFFEY GILBERT AND MERRILL D. MAHAFFEY	GMW COMPANY A PARTNERSHIP C/O LEXINGTON GAS & MARINE
505	CO11035.023	1981-12-22	ANNIE ESHE	NORTHWEST EXPLORATION COMPANY
506	CO11035.024	1984-12-01	TOSCO CORPORATION	BARRETT ENERGY COMPANY
507	CO11035.026	1986-04-18	MOBIL OIL CORPORATION	BARRETT ENERGY COMPANY
508	CO11035.029	1990-08-04	GEORGE H CURFMAN JR	BARRETT RESOURCES CORPORATION
509	CO11035.032	1979-02-06	EXXON CORPORATION	NORTHWEST EXPLORATION COMPANY
510	CO11035.033	1985-02-12	BETTY ROSS POTTER	BARRETT ENERGY COMPANY
511	CO11035.036	1953-04-29	DORA HAHNEWALD	JOE T JUHAN
512	CO11035.039	1993-07-17	EXXON CORPORATION	BARRETT RESOURCES CORPORATION
513	CO11035.041	1993-04-12	THE BOARD OF COUNTY COMMISSIONERS, GARFIELD COUNTY, COLORADO	BARRETT RESOURCES CORPORATION
514	CO11035.042	1990-04-24	EXXON CORPORATION	BARRETT RESOURCES CORPORATION
515	CO11035.044	1990-05-21	COLORADO DEPT TRANSPORTATION	BARRETT RESOURCES CORPORATION
516	CO11035.048	5/25/1990	EXXON CORPORATION	BARRETT RESOURCES CORPORATION
517	CO11035.049	1985-06-14	ORVILLE MAHAFFEY TRUST FNB GRAND JUNCTON LAST WILL AND TESTAMENT	BARRETT ENERGY COMPANY
518	CO11035.050	1985-06-14	FIRST NATIONAL BANK OF GRAND JUNCTION CONSERVATOR EST FRED A MAHAFFEY	BARRETT ENERGY COMPANY
519	CO11035.055	1990-06-01	EXXON CORPORATION	BARRETT RESOURCES CORPORATION
520	CO11035.057	1985-07-12	CLARA E FERGUSON DECEASED C/O HELEN MARCHAND	BARRETT ENERGY COMPANY
521	CO11035.058	1982-07-20	1ST NATL BANK-GR JUNCTION, TR U/W/O ORVILLE V. MAHAFFEY, DEC.	NORTHWEST EXPLORATION COMPANY
522	CO11035.060	2005-07-11	MICHAEL J. MOSBY AND BETTY JO MOSBY	WILLIAMS PRODUCTION RMT COMPANY
523	CO11035.061	2005-07-08	UNION PACIFIC RAILROAD COMPANY	WILLIAMS PRODUCTION RMT COMPANY
524	CO11035.063	1953-04-15	GLADE L COOK AND LOREE F COOK	JOE T JUHAN
525	CO11035.065	1973-08-06	GARRIS E MAHAFFEY AND IRENE P MAHAFFEY	GMW COMPANY A PARTNERSHIP C/O LEXINGTON GAS & MARINE
526	CO11035.066	1990-08-04	ESTATE OF E LOUISE CURFMAN JAMES G CURFMAN PERS REP	BARRETT RESOURCES CORPORATION
527	CO11035.067	1990-08-04	JANE CURFMAN GWYN	BARRETT RESOURCES CORPORATION
528	CO11035.068	1990-08-04	MARTHA CURFMAN STOJANOVICH	BARRETT RESOURCES CORPORATION
529	CO11035.069	1973-08-06	FIRST NATIONAL BANK OF GRAND JUNCTION, CONSERVATOR OF THE ESTATE OF FRED A MAHAFFEY	GMW COMPANY A PARTNERSHIP C/O LEXINGTON GAS & MARINE
530	CO11035.070	1973-08-06	MINNIE MAHAFFEY EDWIN JOHN MAHAFFEY & DONNA JOYCE	GMW COMPANY A PARTNERSHIP C/O LEXINGTON GAS & MARINE
531	CO11035.071	2006-08-07	BLACK MAGIC #2 LLC	WILLIAMS PRODUCTION RMT COMPANY

532	CO11035.073	1989-09-19	CENTRAL BANK GRAND JUNCTION, N.A. SUCCESSOR TRUSTEE; CENTRAL BANK GRAND JUNCTION	BARRETT ENERGY COMPANY
533	CO11035.074	1986-09-06	LAURA HUNTLEY	BARRETT ENERGY COMPANY
534	CO11035.075	1986-09-06	CLARA E FERGUSON DECEASED C/O HELEN MARCHAND	BARRETT ENERGY COMPANY
535	CO11035.076	1979-09-05	EXXON CORPORATION	NORTHWEST EXPLORATION COMPANY
536	CO11035.077	1978-09-13	FIRST NATIONAL BANK OF GRAND JUNCTION, TRUSTEE UNDER THE LAST WILL AND TESTAMENT OF ORVILLE V. MAHAFFEY, DECEASED	NORTHWEST EXPLORATION COMPANY
537	CO11035.080	1979-10-24	FIRST NATIONAL BANK OF GRAND JUNCTION ORVILLE MAHAFFEY	NORTHWEST EXPLORATION COMPANY
538	CO11035.081	2013-10-31	ROY ALAN KNIGHT	WPX ENERGY ROCKY MOUNTAIN LLC
539	CO11035.082	2013-10-31	JOHN NELSON KNIGHT	WPX ENERGY ROCKY MOUNTAIN LLC
540	CO11035.084	1973-08-22	DEMA E SMITH C/O SHAUN A GATES	GMW COMPANY A PARTNERSHIP C/O LEXINGTON GAS & MARINE
541	CO11035.086	1990-04-01	WALTER B LEMON JR ROBERTA ANN LEMON	BARRETT RESOURCES CORPORATION
542	CO11037.001	1973-08-06	FORREST C & EVA M MAHAFFEY	GMW COMPANY A PARTNERSHIP C/O LEXINGTON GAS & MARINE
543	CO11037.004	2005-12-17	ANVIL POINT PROPERTIES, LTD	WILLIAMS PRODUCTION RMT COMPANY
544	CO11037.005	2006-02-01	JAMES M LARSON	WILLIAMS PRODUCTION RMT COMPANY
545	CO11037.006	2001-03-19	NEIL S MINCER ESTATE PHYLLIS S JOSLIN PERSONAL REP	BARRETT RESOURCES CORPORATION
546	CO11037.007	1988-04-02	LAURA HUNTLEY	BARRETT ENERGY COMPANY
547	CO11037.008	1990-06-05	WILLIAM F CLOUGH	BARRETT RESOURCES CORPORATION
548	CO11037.009	2007-07-12	SK HOLDINGS LLC AND STEVEN KEINATH	WILLIAMS PRODUCTION RMT COMPANY
549	CO11037.010	1987-10-09	N P DODGE COMPANY LTD	BARRETT ENERGY COMPANY
550	CO11037.012	2006-09-08	JOAN WRIGHT, JANET SMALLWOOD AND JOSEPH CASTEEL	WILLIAMS PRODUCTION RMT COMPANY
551	CO11037.015	1988-04-02	CLARA E FERGUSON DECEASED C/O HELEN MARCHAND	BARRETT ENERGY COMPANY
552	CO11037.016	2009-07-20	EXXON MOBIL CORPORATION	WILLIAMS PRODUCTION RMT COMPANY
553	CO11037.017	2008-06-11	LA GARITA LAND & MINERAL COMPANY, LTD	WILLIAMS PRODUCTION RMT COMPANY
554	CO11038.001	1996-01-24	ERNEST E SWIGERT AND DARRELL D SWIGERT TRUST	BARRETT RESOURCES CORPORATION
555	CO11038.002	1996-11-04	JOAN L SAVAGE	BARRETT RESOURCES CORPORATION
556	CO11040.001	1995-09-25	ESTATE OF DOROTHY PAYTON ALBERTA PAYTON PERS REP	BARRETT RESOURCES CORPORATION
557	CO11041.001	1994-09-09	ROBERT R BORUCH AND ARLENE D BORUCH	BARRETT RESOURCES CORPORATION
558	CO11048.001	1978-10-10	DEWAINE WINCH	NORTHWEST EXPLORATION COMPANY
559	CO11048.002	1981-01-17	ROBERT E HAY	NORTHWEST EXPLORATION COMPANY
560	CO11048.003	1981-01-17	LJ ROOT ROYALTY REVOC TRUST WELLS FARGO BANK NM, NA TTEE	NORTHWEST EXPLORATION COMPANY
561	CO11050.001	1978-12-29	MARILYN L HEATH AND RICHARD L HEATH	NORTHWEST EXPLORATION COMPANY
562	CO11050.002	1978-12-29	JACK K VASSAR	NORTHWEST EXPLORATION COMPANY
563	CO11052.001	1979-06-04	OSCAR E. & EMILIE L. SHEHORN	NORTHWEST EXPLORATION COMPANY
564	CO11052.002	1980-07-24	KENNETH O BRUTSCHE & JUNE L BRUTSCHE	NORTHWEST EXPLORATION COMPANY
565	CO11052.003	1980-07-28	PATRICIA ANN SIEGFRIED AND ROBERT D SIEGFRIED	NORTHWEST EXPLORATION COMPANY

566	CO11052.004	1980-07-24	RUTH ANN SMITH & DAVID R SMITH	NORTHWEST EXPLORATION COMPANY
567	CO11052.005	1980-07-24	MEARL E KIPER	NORTHWEST EXPLORATION COMPANY
568	CO11052.006	1980-07-28	HEIRS OF WINIFRED R FINNEGAN C/O WILMA R JONES	NORTHWEST EXPLORATION COMPANY
569	CO11052.007	1984-07-27	BETTY JEANNE REY	BARRETT ENERGY COMPANY
570	CO11052.009	1987-06-23	HAROLD F HURLBURT	BARRETT ENERGY COMPANY
571	CO11052.010	1987-06-23	ED HURLBURT	BARRETT ENERGY COMPANY
572	CO11052.011	1987-06-23	MINNIE WILSON C/O GARY MAHAFFEY	BARRETT ENERGY COMPANY
573	CO11052.012	1987-06-23	RECIA B ROCKNE	BARRETT ENERGY COMPANY
574	CO11052.013	1987-06-23	DAISY B LOONEY C/O ROBERT L. DORSZYNSKI	BARRETT ENERGY COMPANY
575	CO11052.014	1987-06-23	MORRIS TRIMMER	BARRETT ENERGY COMPANY
576	CO11052.015	1987-07-09	MAE HAUG ESTATE CECELIA B HEATLEY PERS REP	BARRETT ENERGY COMPANY
577	CO11052.016	1987-07-09	MITCHELL R BURNSIDE	BARRETT ENERGY COMPANY
578	CO11052.017	1987-07-09	HELEN CRAWFORD	BARRETT ENERGY COMPANY
579	CO11052.018	1987-07-09	ROBERT W BURNSIDE	BARRETT ENERGY COMPANY
580	CO11052.019	1987-07-27	VICTOR TRIMMER	BARRETT ENERGY COMPANY
581	CO11052.020	1987-08-20	JUANITA RECTOR	BARRETT ENERGY COMPANY
582	CO11052.021	1987-08-20	JOHN C BAUGHMAN TRUST JOHN C BAUGHMAN TRUSTEE	BARRETT ENERGY COMPANY
583	CO11052.022	1987-07-09	WILLIAM F BURNSIDE	BARRETT ENERGY COMPANY
584	CO11052.023	1987-07-24	ROBERT H MILLER	BARRETT ENERGY COMPANY
585	CO11052.024	1987-08-20	BETTY L MEAD AND LOREN F MEAD	BARRETT ENERGY COMPANY
586	CO11052.025	1987-08-14	GRACE H LEZER	BARRETT ENERGY COMPANY
587	CO11052.026	1987-08-20	BAUGHMAN, GEORGE	BARRETT RESOURCES CORPORATION
588	CO11052.027	1987-09-09	PATRICIA G URICH	BARRETT RESOURCES CORPORATION
589	CO11052.028	1987-09-21	CHARLES W CLARKE	BARRETT ENERGY COMPANY
590	CO11052.029	1987-09-21	ELSIE BERTUCCI FRED K LAWER PERS REP	BARRETT ENERGY COMPANY
591	CO11052.030	1987-09-21	JOHN WAYNE	BARRETT ENERGY COMPANY
592	CO11052.031	1987-09-21	JOANN OHARA	BARRETT ENERGY COMPANY
593	CO11052.032	1987-12-04	PHYLLIS JO JORGENSON	BARRETT ENERGY COMPANY
594	CO11052.033	1987-12-04	EILEEN ROSE BUMGARDNER AND P GENE BUMGARDNER	BARRETT ENERGY COMPANY
595	CO11052.034	1987-12-04	RUTH E BLAKESLEE AND KENNETH BLAKESLEE	BARRETT ENERGY COMPANY
596	CO11052.035	1987-12-04	ELINOR L ARNOLD	BARRETT ENERGY COMPANY
597	CO11052.036	1987-12-04	BETTY M BRUCKNER AND EYER BRUCKNER	BARRETT ENERGY COMPANY
598	CO11052.037	1991-03-22	KAY WHITE	BARRETT RESOURCES CORPORATION
599	CO11052.038	1991-04-24	DAVID E CLARK AND ANGELA A CLARK	BARRETT RESOURCES CORPORATION
600	CO11052.039	1985-05-07	DEBRA ELLEN SMITH	WILLIAMS PRODUCTION RMT COMPANY
601	CO11052.040	1985-05-07	DAVID LYNN BAUGHMAN	WILLIAMS PRODUCTION RMT COMPANY
602	CO11052.041	1985-05-07	NICHOLL L CLARKE	WILLIAMS PRODUCTION RMT COMPANY
603	CO11052.042	1985-05-07	NICHOLL L CLARKE	WILLIAMS PRODUCTION RMT COMPANY
604	CO11052.043	1985-05-07	MARY JO ROSE CLARKE	WILLIAMS PRODUCTION RMT COMPANY

605	CO11052.044	1985-05-07	ELSIE KESSELRING	WILLIAMS PRODUCTION RMT COMPANY
606	CO11052.045	1985-05-07	FAWN R VANCIL	WILLIAMS PRODUCTION RMT COMPANY
607	CO11052.046	1985-05-07	PHYLLIS JO BURNS JORGENSEN, SOLE HEIR OF THE ESTATES OF ROGER ALAN CLARKE AND RUSTY E CLARKE BY INTESTATE SUCCESSION	WILLIAMS PRODUCTION RMT COMPANY
608	CO11052.047	1985-05-07	DAVID H WAYNE	WILLIAMS PRODUCTION RMT COMPANY
609	CO11052.048	1985-05-07	MARIE ERLANDSON	WILLIAMS PRODUCTION RMT COMPANY
610	CO11052.049	1985-05-07	DETTA BAUGHMAN	WILLIAMS PRODUCTION RMT COMPANY
611	CO11052.050	1985-05-07	LESIE LAWER, HEIR OF FRANCES LAWER, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
612	CO11052.051	1985-05-07	ROBERT L LAWER, HEIR OF FRANCES LAWER, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
613	CO11052.052	1985-05-07	FRED E LAWER, HEIR OF FRANCES LAWER, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
614	CO11052.054	1985-05-07	DARLIA GRAVER, HEIR TO LUTHER BAUGHMAN, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
615	CO11052.055	1985-05-07	RONALD ALFRED BAUGHMAN	WILLIAMS PRODUCTION RMT COMPANY
616	CO11052.056	1985-05-07	DONALD TRIMMER HEIR TO JAMES A TRIMMER, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
617	CO11052.057	1985-05-07	MICHAEL SULLIVAN SOLE HEIR TO THE ESTATE OF FRANCES E SULLIVAN	WILLIAMS PRODUCTION RMT COMPANY
618	CO11052.058	1985-05-07	LYDIA CAROL SEXTON	WILLIAMS PRODUCTION RMT COMPANY
619	CO11052.059	1985-05-07	LINDA LYONS	WILLIAMS PRODUCTION RMT COMPANY
620	CO11052.060	1985-05-07	JOHN WILLIAM TRIMMER HEIR TO JOHN E TRIMMER, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
621	CO11052.061	1985-05-07	ARLETTA M FORTIK HEIR TO LUTHER BAUGHMAN, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
622	CO11052.062	1985-05-07	RYAN SWANSON	WILLIAMS PRODUCTION RMT COMPANY
623	CO11052.063	1985-05-07	DARLENE FLEMING	WILLIAMS PRODUCTION RMT COMPANY
624	CO11052.064	1985-05-07	MARY LOU MCCAIN	WILLIAMS PRODUCTION RMT COMPANY
625	CO11052.065	1985-05-07	COLLEEN CONVER	WILLIAMS PRODUCTION RMT COMPANY
626	CO11052.066	1985-05-07	LOIE JEAN LAWER	WILLIAMS PRODUCTION RMT COMPANY
627	CO11052.067	1985-05-07	LOREN LAWER, HEIR OF JOSEPH LAWER, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
628	CO11052.068	1985-05-07	PEGGY NEWELL, HEIR TO JOSEPH LAWER, DECEASED	WILLIAMS PRODUCTION RMT COMPANY
629	CO11052.069	2013-09-30	BETTY MERLENE CLARKE BRUCKNER	WPX ENERGY ROCKY MOUNTAIN LLC
630	CO11052.070	2013-09-10	LISA MARGARET ROCKNE	WPX ENERGY ROCKY MOUNTAIN LLC
631	CO11052.071	2013-09-05	LAWRENCE W HAUG	WPX ENERGY ROCKY MOUNTAIN LLC
632	CO11052.072	2013-10-09	DONALD RAY LAWER	WPX ENERGY ROCKY MOUNTAIN LLC
633	CO11052.073	2013-10-11	KRISTAN RENEE LAWER FERGUSON	WPX ENERGY ROCKY MOUNTAIN LLC
634	CO11052.074	2013-11-07	ELSIE JO YTREEIDE	WPX ENERGY ROCKY MOUNTAIN LLC
635	CO11052.075	2013-10-10	WILLIAM ALLEN LAWER	WPX ENERGY ROCKY MOUNTAIN LLC
636	CO11052.076	2013-10-15	DON LEE BLUE	WPX ENERGY ROCKY MOUNTAIN LLC
637	CO11052.077	2013-10-04	COTTONWOOD MINERALS, LLC	WPX ENERGY ROCKY MOUNTAIN LLC
638	CO11052.078	2013-10-14	DONNA JEAN BLUE LILLIE	WPX ENERGY ROCKY MOUNTAIN LLC
639	CO11052.079	2013-09-26	ELINOR LEA CLARKE ARNOLD	WPX ENERGY ROCKY MOUNTAIN LLC
640	CO11052.080	2013-09-12	JAMES HERBERT MCCAIN	WPX ENERGY ROCKY MOUNTAIN LLC

641	CO11052.081	2013-09-13	JOHN HOWARD WAYNE	WPX ENERGY ROCKY MOUNTAIN LLC
642	CO11052.082	2013-10-03	GEORGE E SCARROW	WPX ENERGY ROCKY MOUNTAIN LLC
643	CO11052.083	2013-09-25	RUTH ELSIE CLARKE BLAKESLEE	WPX ENERGY ROCKY MOUNTAIN LLC
644	CO11052.084	2013-09-21	WILLIAM LEE MILLER	WPX ENERGY ROCKY MOUNTAIN LLC
645	CO11052.085	2013-09-18	MILLER, ROBERT HUGH	WPX ENERGY ROCKY MOUNTAIN LLC
646	CO11052.086	2013-09-17	DOUGLAS BRUCE MILLER	WPX ENERGY ROCKY MOUNTAIN LLC
647	CO11052.087	2013-10-01	LETSON ENERGY COMPANY LLC	WPX ENERGY ROCKY MOUNTAIN LLC
648	CO11052.088	2013-11-12	DAVID EVANS CLARKE	WPX ENERGY ROCKY MOUNTAIN LLC
649	CO11052.089	2013-09-24	EILEEN ROSE CLARKE BUMGARDNER	WPX ENERGY ROCKY MOUNTAIN LLC
650	CO11052.090	2013-11-21	DOLORES RAE MCELROY	WPX ENERGY ROCKY MOUNTAIN LLC
651	CO11052.091	2013-09-04	CECELIA B HEATLEY	WPX ENERGY ROCKY MOUNTAIN LLC
652	CO11052.092	2002-02-01	EXXONMOBIL OIL CORP	WILLIAMS PRODUCTION RMT COMPANY
653	CO11052.093	2013-09-16	CHERYL WAYNE ANDERSON	WPX ENERGY ROCKY MOUNTAIN LLC
654	CO11053.000	1979-08-20	GRANT A. KNIGHT & HARRIET P. KNIGHT	BARRY L SNYDER
655	CO11055.001	1979-09-13	CHARLES R. BRASHER & MAY BRASHER	TERRA RESOURCES INC NOW PACIFIC RESOURCES OIL CO
656	CO11055.002	1984-07-02	FEDERAL LAND BANK OF WICHITA	BARRETT ENERGY COMPANY
657	CO11055.003	1986-09-11	CAROLE A CARSON	BARRETT ENERGY COMPANY
658	CO11055.004	1986-09-11	BIRNIE DAVENPORT	BARRETT ENERGY COMPANY
659	CO11055.005	1986-09-11	LOU DAVENPORT BOTEFUHR	BARRETT ENERGY COMPANY
660	CO11055.006	1986-10-16	UNION OIL COMPANY OF CALI	BARRETT ENERGY COMPANY
661	CO11055.007	1986-09-11	G E DAVENPORT	BARRETT ENERGY COMPANY
662	CO11055.008	1986-09-11	G E DAVENPORT & P VESTAL TRUSTEES E G DAVENPORT ESTATE	BARRETT ENERGY COMPANY
663	CO11055.009	1986-09-11	DONALD DAVENPORT	BARRETT ENERGY COMPANY
664	CO11055.010	1986-09-11	DIVONA ALDA HALLAM	BARRETT ENERGY COMPANY
665	CO11058.000	1980-02-20	BETTYE R. WILLINGHAM	JOHN W AND JOAN L SAVAGE
666	CO11063.000	1973-10-01	WILLIAM F CLOUGH AND IVA H CLOUGH	GMW COMPANY A PARTNERSHIP C/O LEXINGTON GAS & MARINE
667	CO11064.001	1980-08-26	EDWARD LIBBY AND LORENE LIBBY CO-TRUSTEES	NORTHWEST EXPLORATION COMPANY
668	CO11064.002	1980-08-26	EVELYN O EDWARDS	NORTHWEST EXPLORATION COMPANY
669	CO11064.003	1980-10-20	LEONA LIBBY, ADMINISTRATOR OF THE ESTATE OF WILLARD F LIBBY, DECEASED	NORTHWEST EXPLORATION COMPANY
670	CO11064.004	1985-12-23	LESLIE R LIBBY	BARRETT ENERGY COMPANY
671	CO11066.001	1980-08-23	MARGARET D SIMPSON & RALPH H SIMPSON	NORTHWEST EXPLORATION COMPANY
672	CO11067.000	1980-08-11	ORLEY T MITCHELL & THEA D MITCHELL	NORTHWEST EXPLORATION COMPANY
673	CO11070.000	1980-08-22	ROBERT D SEARCY	NORTHWEST EXPLORATION COMPANY
674	CO11073.000	1980-09-14	OLUFF G LEATHERMAN & LINDA K LEATHERMAN	NORTHWEST EXPLORATION COMPANY
675	CO11074.001	1981-01-13	JAMES H SMITH JR	NORTHWEST EXPLORATION COMPANY
676	CO11074.002	1980-11-05	KATHRYN B. ROSS & TROY G. ROSS	NORTHWEST EXPLORATION COMPANY
677	CO11074.003	1981-02-09	BARBARA JEAN JUHAN HUNTER	NORTHWEST EXPLORATION COMPANY
678	CO11074.004	1981-08-01	ROY ROYALTY INC	NORTHWEST EXPLORATION COMPANY

679	CO11074.005	1981-02-09	EDWARD NELSON JUHAN	NORTHWEST EXPLORATION COMPANY
680	CO11074.006	1981-12-15	MIKI S. GARDNER AKA MARCIA S GARDNER	NORTHWEST EXPLORATION COMPANY
681	CO11074.007	1981-12-15	CHARLES M SAYRE	NORTHWEST EXPLORATION COMPANY
682	CO11074.008	1981-12-15	VICKI SAYRE	NORTHWEST EXPLORATION COMPANY
683	CO11074.009	1981-12-15	JENIFER SAYRE HARTMAN	NORTHWEST EXPLORATION COMPANY
684	CO11074.010	1989-10-24	SHAUN A GATES	BARRETT RESOURCES CORPORATION
685	CO11074.011	1989-10-24	REX E GATES	BARRETT RESOURCES CORPORATION
686	CO11074.012	1989-10-24	WOODARD B GATES	BARRETT RESOURCES CORPORATION
687	CO11074.013	1997-06-02	REX E GATES	BARRETT RESOURCES CORPORATION
688	CO11074.014	2007-09-26	WOODARD B GATES, LIFE ESTATE	WILLIAMS PRODUCTION RMT COMPANY
689	CO11074.015	1997-05-16	GERALD M FRIEDMAN AND JOANNE FRIEDMAN	BARRETT RESOURCES CORPORATION
690	CO11074.016	1997-05-12	WILLIAM E BAKKE & JULIA A BAKKE	BARRETT RESOURCES CORPORATION
691	CO11074.017	1997-06-02	WOODARD B GATES	BARRETT RESOURCES CORPORATION
692	CO11074.018	1997-05-16	JACK D STOCKTON	BARRETT RESOURCES CORPORATION
693	CO11074.019	1997-05-16	ALAN H BUCHOLTZ	BARRETT RESOURCES CORPORATION
694	CO11074.020	1997-05-16	DWG LLC	BARRETT RESOURCES CORPORATION
695	CO11074.021	1997-06-02	SHAUN A GATES	BARRETT RESOURCES CORPORATION
696	CO11074.022	1997-05-16	CAROLE Q LEIGHT	BARRETT RESOURCES CORPORATION
697	CO11074.023	1997-05-16	E LEE GARLETT AND ROSEALICE GARLETT	BARRETT RESOURCES CORPORATION
698	CO11074.024	1997-05-16	SHELDON STEINHAUSER	BARRETT RESOURCES CORPORATION
699	CO11074.025	1997-05-16	MCLEED HITTSON	BARRETT RESOURCES CORPORATION
700	CO11074.026	1997-05-16	L W SEARLE & VIOLET H SEARLE	BARRETT RESOURCES CORPORATION
701	CO11074.027	1997-05-16	ESTATE OF RALPH D WILLIAMS W LEE SIMS ESTATE PERS REP	BARRETT RESOURCES CORPORATION
702	CO11074.028	1997-05-16	EVELYN Q GARLETT TRUST WELLS FARGO BANK NA CO-TRUSTEE	BARRETT RESOURCES CORPORATION
703	CO11074.029	1979-04-04	MADELINE M PARKHURST MILES	RALPH W. BALL
704	CO11074.030	1997-05-16	GERALD M QUIAT	BARRETT RESOURCES CORPORATION
705	CO11074.031	2000-04-01	PAL INC	BARRETT RESOURCES CORPORATION
706	CO11074.032	2000-03-31	JAMES F REYNOLDS	BARRETT RESOURCES CORPORATION
707	CO11074.033	2005-12-23	REX E GATES	WILLIAMS PRODUCTION RMT COMPANY
708	CO11074.034	2005-10-14	ALEXANDER L GATES	WILLIAMS PRODUCTION RMT COMPANY
709	CO11074.035	2005-11-01	STERLING J GATES	WILLIAMS PRODUCTION RMT COMPANY
710	CO11074.036	2006-09-11	ALEXANDER L GATES	WILLIAMS PRODUCTION RMT COMPANY
711	CO11074.037	2006-09-11	REX E GATES	WILLIAMS PRODUCTION RMT COMPANY
712	CO11074.038	2006-09-18	STERLING J GATES	WILLIAMS PRODUCTION RMT COMPANY
713	CO11074.039	1980-11-05	WILLIAM E BAKKE & JULIA A BAKKE	NORTHWEST EXPLORATION COMPANY
714	CO11074.040	1997-05-16	MARSHALL QUIAT	BARRETT RESOURCES CORPORATION
715	CO11074.041	1981-02-09	JOSEPH PAUL JUHAN	NORTHWEST EXPLORATION COMPANY
716	CO11074.042	1997-05-16	E JAMES JUDD	BARRETT RESOURCES CORPORATION
717	CO11074.043	1997-06-03	NORTH STAR FOUNDATION	BARRETT RESOURCES CORPORATION

718	CO11074.044	1997-05-16	KATHRYN B ROSS AND TROY G ROSS	BARRETT RESOURCES CORPORATION
719	CO11077.001	1980-12-18	VERA LEHOW	NORTHWEST EXPLORATION COMPANY
720	CO11077.002	1980-12-10	CRAIG L. HAYWARD & CRISTY A. HAYWARD KOENEKE	NORTHWEST EXPLORATION COMPANY
721	CO11077.003	1980-12-18	RUTH J. ELLIS	NORTHWEST EXPLORATION COMPANY
722	CO11077.004	1997-09-26	HARRY A DUTTON JR REVOCABLE TR	BARRETT RESOURCES CORPORATION
723	CO11077.005	1997-06-24	RALPH H RAYMOND AND JEAN F RAYMOND	BARRETT RESOURCES CORPORATION
724	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
725	CO11077.010	2003-04-10	HOWARD ORONA AND SARAH D ORONA, HUSBAND AND WIFE	WILLIAMS PRODUCTION RMT COMPANY
726	CO11077.011	2007-08-23	THE RANCH AT PARACHUTE LLC	NOBLE ENERGY INC
727	CO11077.013	1994-05-05	VICTOR CHARLES AND MARGARET SUE CHARLES	BARRETT RESOURCES CORPORATION
728	CO11079.001	1996-04-24	ROBERT E LEBORGNE AND SHARON L LEBORGNE	BARRETT RESOURCES CORPORATION
729	CO11081.001	1996-04-24	VERNER DONN MEAD & ELMA M MEAD	BARRETT RESOURCES CORPORATION
730	CO11082.001	1996-06-17	ALLEN R KOENEKE	BARRETT RESOURCES CORPORATION
731	CO11096.000	1982-03-23	WILLIAM C ALLEN & LOIS M ALLEN	NORTHWEST EXPLORATION COMPANY
732	CO11098.000	1982-05-05	FLORA DERE	NORTHWEST EXPLORATION COMPANY
733	CO11100.001	1982-07-20	FIRST NATIONAL BANK OF GRAND JUNCTION, TRUSTEE FOR ALICE LOUISE; MAHAFFEY TRUST.; 1ST NATL BANK GRAND JUNCTION,	NORTHWEST EXPLORATION COMPANY
734	CO11101.001	1982-07-20	THE FIRST NATIONAL BANK IN GRAND JUNCTION; TRUSTEE; ALICE LOUISE MAHAFFEY	NORTHWEST EXPLORATION COMPANY
735	CO11102.000	1982-06-23	THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY	NORTHWEST EXPLORATION COMPANY
736	CO11103.000	1983-06-02	ATLANTIC RICHFIELD COMPANY	BARRETT ENERGY COMPANY
737	CO11107.000	1984-11-07	IVO E. LINDAUER AND SIDNEY R. LINDAUER	BARRETT ENERGY COMPANY
738	CO11110.000	1984-12-17	EDWARD J HOAGLAND AND IDA L HOAGLAND	BARRETT ENERGY COMPANY
739	CO11111.001	1996-07-01	BOARD OF GARFIELD COUNTY COMMISSIONERS	BARRETT RESOURCES CORPORATION
740	CO11112.000	1985-01-23	LEONARD PFOST, TRUSTEE UNDER TRUST AGREEMENT OF HUGH PFOST AND JENNIE PFOST DATED 8/22/1970	HUNTINGTON T WALKER
741	CO11114.000	1985-09-01	THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY	BARRETT ENERGY COMPANY
742	CO11115.001	1985-04-11	GRAND VALLEY RANCH COMPANY * RONALD W JOHNSON	BARRETT ENERGY COMPANY
743	CO11115.002	1985-04-26	MARY LOU THORNTON AND	BARRETT ENERGY COMPANY
744	CO11115.003	1985-04-26	HARRY W HOAG	BARRETT ENERGY COMPANY
745	CO11115.004	1985-04-26	RICHARD H HOAG ET UX	BARRETT ENERGY COMPANY
746	CO11115.005	1985-04-26	ALBERTA SANDELIN	BARRETT ENERGY COMPANY
747	CO11115.006	1985-04-26	RALPH D LONG ET UX	BARRETT ENERGY COMPANY
748	CO11115.007	1986-09-22	KEITH L BROWN AND CAROL L BROWN	BARRETT ENERGY COMPANY
749	CO11119.001	1985-05-10	JOAN L SAVAGE PR ESTATE OF JOHN W SAVAGE	BARRETT ENERGY COMPANY

750	CO11119.003	1985-05-20	GRACE A SAVAGE C/O JOHN W SAVAGE JR	JOHN W SAVAGE JR
751	CO11124.001	1985-07-17	LOUISE FORSTER	BARRETT ENERGY COMPANY
752	CO11124.002	1987-03-03	ROBERT M PAULIS AND SUSAN PAULIS	BARRETT ENERGY COMPANY
753	CO11124.003	2007-09-14	PORTER E COOLEY	WILLIAMS PRODUCTION RMT COMPANY
754	CO11128.000	1985-08-07	JAMES A POGLINE AND NANCY POGLINE	BARRETT ENERGY COMPANY
755	CO11129.001	1985-12-11	BERNICE L MCCORMACK	BARRETT ENERGY COMPANY
756	CO11129.002	1985-11-24	MARVIN ARTZ AND ELAINE REAVIS VAN DE WATER	BARRETT ENERGY COMPANY
757	CO11129.003	1985-11-24	ALICE E CHERNOW	BARRETT ENERGY COMPANY
758	CO11129.004	1985-12-11	BETTY DAVIS	BARRETT ENERGY COMPANY
759	CO11129.005	1985-12-11	FRANK R GILLUM	BARRETT ENERGY COMPANY
760	CO11129.006	1985-12-11	JOE E GILLUM	BARRETT ENERGY COMPANY
761	CO11129.007	1985-12-11	CHARLES L GILLUM	BARRETT ENERGY COMPANY
762	CO11129.008	1987-06-02	ROBERT W. MINER, EXECUTOR OF THE ESTATE OF BEULAH MARGOLIUS, DECEASED	DOVE ENERGY CORPORATION
763	CO11132.001	1985-08-06	DELLA HITTLE VANBEBER	BARRETT ENERGY COMPANY
764	CO11134.000	1985-06-21	COLORADO DEPT TRANSPORTATION	BARRETT ENERGY COMPANY
765	CO11141.000	1985-10-22	THEODORE E SCHAEFFER AND JERA R SCHAEFFER	BARRETT ENERGY COMPANY
766	CO11142.000	1985-10-22	ELLIOT A PHILLIPS AND NANCY D PHILLIPS	BARRETT ENERGY COMPANY
767	CO11144.000	1985-09-23	JOHN H RICE AND MELINDA M RICE	BARRETT ENERGY COMPANY
768	CO11150.001	1986-01-03	MARTIN E GERST &	BARRETT ENERGY COMPANY
769	CO11150.002	1985-12-27	NOLA L MCDONALD AND MORRIS MCDONALD	BARRETT ENERGY COMPANY
770	CO11151.000	1986-01-06	GAYLORD J HENRY AND PHYLLIS L HENRY	BARRETT ENERGY COMPANY
771	CO11152.000	1985-11-15	GILBERT FRONTELLA & LINDA G FRONTELLA	BARRETT ENERGY COMPANY
772	CO11158.000	1986-06-01	UNOCAL CORPORATION	BARRETT ENERGY COMPANY
773	CO11160.000	1986-07-01	JOHN E VAN PELT & MARYELLEN WILLIAMS VAN PELT	BARRETT ENERGY COMPANY
774	CO11161.000	1986-07-01	CHEVRON SHALE OIL	BARRETT RESOURCES CORPORATION
775	CO11162.000	1986-07-01	RICHARD H. VAN PELT & BOBBIE VAN PELT	BARRETT ENERGY COMPANY
776	CO11163.000	1986-07-28	FRITZ BACHMAN & MARIA L. BACHMAN, PARTNERS	BARRETT ENERGY COMPANY
777	CO11168.000	1986-09-05	SCOTT ROBERT LUCCHESI & MARIANNE LUCCHESI	NORTHWEST EXPLORATION COMPANY
778	CO11169.000	1986-09-25	RONALD B CLONINGER AND ELAINE E CLONINGER	BARRETT ENERGY COMPANY
779	CO11172.000	1996-10-03	TOWN OF PARACHUTE	BARRETT RESOURCES CORPORATION
780	CO11186.000	1990-05-01	EXXON CORPORATION	BARRETT RESOURCES CORPORATION
781	CO11189.001	1987-01-05	CARL H BERNKLAU AND NORA RUTH ALEXANDER BERNKLAU	BARRETT ENERGY COMPANY
782	CO11189.002	1989-11-02	RALPH RIDENOUR C/O ALLEN HITTLE	BARRETT RESOURCES CORPORATION
783	CO11189.003	1987-01-20	CONSTANCE RUTH HICKS AND GERALD HICKS	BARRETT ENERGY COMPANY
784	CO11191.000	1986-09-05	HELEN GONZALES	BARRETT ENERGY COMPANY
785	CO11192.001	1986-12-04	GEORGE CONLEY	BARRETT ENERGY COMPANY
786	CO11192.002	1986-12-04	W ELI MCROREY TRUST AGENCY 3924-01-04	BARRETT ENERGY COMPANY
787	CO11192.003	1986-12-04	LAVINA DOROTHY QUINN	BARRETT ENERGY COMPANY

788	CO11192.004	1986-12-04	JOHNIE LAUBACH	BARRETT ENERGY COMPANY
789	CO11192.005	1987-01-22	BESSIE E CAMPBELL	BARRETT ENERGY COMPANY
790	CO11192.006	1987-02-03	HAZEL ANN LEVIN REVOCABLE TRST U/T/A DAVID L FIST TTEE	BARRETT ENERGY COMPANY
791	CO11192.007	1987-01-23	BRUCE D HARTNITT	OXY USA INC
792	CO11192.008	1986-12-04	EDMUND M. HUIBSCH & ROSE M. HUIBSCH, H&W	BARRETT ENERGY COMPANY
793	CO11192.010	1987-04-08	REA L EATON TRUST WELLS FARGO BANK, N A TRUSTEE	BARRETT ENERGY COMPANY
794	CO11192.011	1987-02-03	HENRY M MOORE	BARRETT ENERGY COMPANY
795	CO11192.012	1987-01-23	PAULINE THRELKELD	BARRETT ENERGY COMPANY
796	CO11192.013	1987-01-22	FRANCIS J. STANTON	BARRETT ENERGY COMPANY
797	CO11192.014	1989-12-19	UNION OIL COMPANY OF CALI	BARRETT RESOURCES CORPORATION
798	CO11192.015	1980-01-15	REUBEN W. & LEILA MAY NELSON, HUSBAND AND WIFE; REUBEN W NELSON	CHARLES A SHEAR
799	CO11192.016	1987-02-06	MAE SHERWOOD C/O NORMA HALL	OXY USA INC
800	CO11192.017	1987-03-04	ELIZABETH J. ALLEN	BARRETT ENERGY COMPANY
801	CO11192.018	1990-01-22	JAMES C MAYS AND CHARLOTTE LOUDENE MAYS	BARRETT RESOURCES CORPORATION
802	CO11192.019	1990-01-11	JAMES L MCBROOM OR EDNA M MCBROOM JTWROS	BARRETT RESOURCES CORPORATION
803	CO11192.021	1986-07-17	THEODORE R MCQUISTON & NITA C MCQUISTON	CITIES SERVICE OIL AND GAS CORPORATION
804	CO11206.001	1987-02-18	ROBERT DAVIDSON C/O NETTIE L GEORGE	BARRETT ENERGY COMPANY
805	CO11207.001	1987-01-14	DIANE H SMITH TRUSTEE & INDIV DECEASED	BARRETT ENERGY COMPANY
806	CO11220.000	1978-02-01	ROSS E GOLDING AND LOU ELLA GOLDING	NORTHWEST EXPLORATION COMPANY
807	CO11227.000	1987-01-23	DAVID E CLARK	BARRETT ENERGY COMPANY
808	CO11235.000	1987-04-07	JOHN H SCHUMANN AND CECILIA S SCHUMANN	BARRETT ENERGY COMPANY
809	CO11237.001	1987-01-23	ELVIN R. MURPHY & PRISCILLA MURPHY	BARRETT ENERGY COMPANY
810	CO11237.002	1987-07-31	GOLDA R BAUM	BARRETT ENERGY COMPANY
811	CO11238.000	1987-02-27	ROBERT W. MINER, ESTATE OF BEULAH MARGOLIUS	BARRETT ENERGY COMPANY
812	CO11264.001	1987-09-04	ALFRED C LING AND SUE A LING	BARRETT ENERGY COMPANY
813	CO11267.001	1987-07-01	CHEVRON SHALE OIL	BARRETT RESOURCES CORPORATION
814	CO11267.002	1988-11-22	GIBBONS, WILMA	WILLIAMS PRODUCTION RMT COMPANY
815	CO11267.003	1988-11-22	CRAWFORD, DAVID L	WILLIAMS PRODUCTION RMT COMPANY
816	CO11267.004	1988-11-22	GERALD L BRUCKNER & TIFFANY MARIE EATON-BRUCKNER	WILLIAMS PRODUCTION RMT COMPANY
817	CO11267.005	1988-11-22	HOWARD D WILSON	WILLIAMS PRODUCTION RMT COMPANY
818	CO11267.006	1988-11-22	ROBERT WILSON MINER TRUST, DATED APRIL 13, 1998	WILLIAMS PRODUCTION RMT COMPANY
819	CO11267.007	1988-11-22	MARSHALL DOC WILSON	WILLIAMS PRODUCTION RMT COMPANY
820	CO11267.008	1988-11-22	BARBARA G CONKLIN	WILLIAMS PRODUCTION RMT COMPANY
821	CO11267.009	1988-11-22	LEROY C DEWITT & AVALON DEWITT	WILLIAMS PRODUCTION RMT COMPANY
822	CO11267.010	1988-11-22	ROBERT W HILL & MARGARET P HILL	WILLIAMS PRODUCTION RMT COMPANY
823	CO11267.011	1988-11-22	NANCY ALICE ISABEL DEWITT	WILLIAMS PRODUCTION RMT COMPANY
824	CO11267.012	1988-11-22	EYER R BRUCKNER & BETTY M BRUCKNER	WILLIAMS PRODUCTION RMT COMPANY
825	CO11267.013	1988-11-22	LILLIAN BUMGARDNER	WILLIAMS PRODUCTION RMT COMPANY

826	CO11267.014	1988-11-22	HAROLD T DEWITT JR & NANCY A DEWITT	WILLIAMS PRODUCTION RMT COMPANY
827	CO11267.015	1988-11-22	RICHARD D DEWITT	WILLIAMS PRODUCTION RMT COMPANY
828	CO11267.016	1988-11-22	GARY A DEWITT	WILLIAMS PRODUCTION RMT COMPANY
829	CO11267.017	1988-11-22	LOIS YVONNE MANSFIELD	WILLIAMS PRODUCTION RMT COMPANY
830	CO11267.018	1988-11-22	SHARON R THORNAL	WILLIAMS PRODUCTION RMT COMPANY
831	CO11267.019	1988-11-22	DEBORAH G JESSEE & KEITH L JESSEE	WILLIAMS PRODUCTION RMT COMPANY
832	CO11267.020	1988-11-22	GWENDOLYN H CLARKE	WILLIAMS PRODUCTION RMT COMPANY
833	CO11267.021	1988-11-22	DELORES WHEELER	WILLIAMS PRODUCTION RMT COMPANY
834	CO11267.022	1988-11-22	ESTATE OF L L TUCK	WILLIAMS PRODUCTION RMT COMPANY
835	CO11267.023	1988-11-22	EILEEN BUMGARDNER	WILLIAMS PRODUCTION RMT COMPANY
836	CO11267.024	1988-11-22	CAROL REEDY	WILLIAMS PRODUCTION RMT COMPANY
837	CO11267.025	1988-11-22	CORA J LOPEZ, FKA CORA J BUMGARDNER	WILLIAMS PRODUCTION RMT COMPANY
838	CO11267.026	1988-11-22	BETTY L ARENS & ARNOLD R ARENS	WILLIAMS PRODUCTION RMT COMPANY
839	CO11267.027	1988-11-22	LEX J BUMGARDNER	WILLIAMS PRODUCTION RMT COMPANY
840	CO11267.028	1988-11-22	SALLY JO MCNEAL	WILLIAMS PRODUCTION RMT COMPANY
841	CO11267.029	1988-11-22	WILLIAM BRUCKNER	WILLIAMS PRODUCTION RMT COMPANY
842	CO11267.030	1988-11-22	GEORGE H SAGE	WILLIAMS PRODUCTION RMT COMPANY
843	CO11267.031	1988-11-22	DONNA JUNE JOHNSTON & DALE JOHNSTON	WILLIAMS PRODUCTION RMT COMPANY
844	CO11267.032	1988-11-22	GLEN D ZEDIKER	WILLIAMS PRODUCTION RMT COMPANY
845	CO11267.033	1988-11-22	BONNIE GRAMS	WILLIAMS PRODUCTION RMT COMPANY
846	CO11267.034	1988-11-22	CINDY LOU BRUCKNER	WILLIAMS PRODUCTION RMT COMPANY
847	CO11267.035	1988-11-22	MARY LEE BRUCKNER	WILLIAMS PRODUCTION RMT COMPANY
848	CO11267.036	1988-11-22	BUMGARDNER FAMILY TRUST, DATED DECEMBER 30, 1982	WILLIAMS PRODUCTION RMT COMPANY
849	CO11267.037	1988-11-22	JAMES MICHAEL & SHIRLEY MICHAEL	WILLIAMS PRODUCTION RMT COMPANY
850	CO11267.038	1988-11-22	CHARLINE J ALLEN	WILLIAMS PRODUCTION RMT COMPANY
851	CO11267.039	1988-11-22	JANICE ANDERSON & JOHN ANDERSON	WILLIAMS PRODUCTION RMT COMPANY
852	CO11267.040	1988-11-22	MARLENE TRENT & ROBERT TRENT	WILLIAMS PRODUCTION RMT COMPANY
853	CO11267.041	1988-11-22	FLORENCE BLEIL & MARVIN BLEIL	WILLIAMS PRODUCTION RMT COMPANY
854	CO11267.042	1988-11-22	RITA KAY STATHAM & JAMES ROGERS STATHAM JR	WILLIAMS PRODUCTION RMT COMPANY
855	CO11267.043	1988-11-22	EVA LOU HARRIS	WILLIAMS PRODUCTION RMT COMPANY
856	CO11267.044	1988-11-22	PATRICIA E THOMAS AND JOHN L THOMAS	WILLIAMS PRODUCTION RMT COMPANY
857	CO11267.045	1988-11-22	HELEN RASMUSSEN	WILLIAMS PRODUCTION RMT COMPANY
858	CO11267.046	1988-11-22	JOY BAILEY STONE & JACK STONE	WILLIAMS PRODUCTION RMT COMPANY
859	CO11267.047	1988-11-22	DIANE M ZEDIKER-PASTORE & VICTOR PASTORE	WILLIAMS PRODUCTION RMT COMPANY
860	CO11267.048	1988-11-22	CATHERINE M GILLINGHAM & RONALD J GILLINGHAM	WILLIAMS PRODUCTION RMT COMPANY
861	CO11267.049	1988-11-22	JOHN L WHEELER & KARLA G WHEELER	WILLIAMS PRODUCTION RMT COMPANY
862	CO11267.050	1988-11-22	WALTER A WHEELER & VELETA WHEELER	WILLIAMS PRODUCTION RMT COMPANY
863	CO11267.051	1988-11-22	THE DEE AND AUDREY DEWITT FAMILY TRUST DATED NOVEMBER 28, 1995	WILLIAMS PRODUCTION RMT COMPANY

864	CO11267.052	1988-11-22	BOBBIE JEAN CAMDEN & RICKEY CAMDEN	WILLIAMS PRODUCTION RMT COMPANY
865	CO11267.053	1988-11-22	JAMES E SCHOEN	WILLIAMS PRODUCTION RMT COMPANY
866	CO11267.054	1988-11-22	DAVID A DEWITT	WILLIAMS PRODUCTION RMT COMPANY
867	CO11267.055	1988-11-22	WILLIAM ALAN DEWITT	WILLIAMS PRODUCTION RMT COMPANY
868	CO11267.056	1988-11-22	DEANNA K MESTAS & GERALD MESTAS JR	WILLIAMS PRODUCTION RMT COMPANY
869	CO11267.057	1988-11-22	AMANDA L STRANGE	WILLIAMS PRODUCTION RMT COMPANY
870	CO11267.058	1988-11-22	CARLEEN F GATELY	WILLIAMS PRODUCTION RMT COMPANY
871	CO11267.059	1988-11-22	KENNETH D DEWITT	WILLIAMS PRODUCTION RMT COMPANY
872	CO11267.060	1988-11-22	JAMES R DEWITT	WILLIAMS PRODUCTION RMT COMPANY
873	CO11267.061	1988-11-22	DOUGLAS E DEWITT & DORIS G DEWITT	WILLIAMS PRODUCTION RMT COMPANY
874	CO11267.062	1988-11-22	TAMMY A GOETZFRIED	WILLIAMS PRODUCTION RMT COMPANY
875	CO11267.063	1988-11-22	BERYL S DEWITT	WILLIAMS PRODUCTION RMT COMPANY
876	CO11267.064	1988-11-22	DEBRA R DEWITT	WILLIAMS PRODUCTION RMT COMPANY
877	CO11267.065	1988-11-22	JUDY ADAMCYK & RICHARD ADAMCYK	WILLIAMS PRODUCTION RMT COMPANY
878	CO11267.066	1988-11-22	DIANNE BRIMM & JIM BRIMM	WILLIAMS PRODUCTION RMT COMPANY
879	CO11267.067	1988-11-22	DONALD ETTER & SUSAN ETTER	WILLIAMS PRODUCTION RMT COMPANY
880	CO11267.068	1988-11-22	LAWRENCE ETTER & SHEILA ETTER	WILLIAMS PRODUCTION RMT COMPANY
881	CO11267.069	1988-11-22	MICHAEL ETTER	WILLIAMS PRODUCTION RMT COMPANY
882	CO11267.070	1988-11-22	MYRON ETTER & CHRISTINA ETTER	WILLIAMS PRODUCTION RMT COMPANY
883	CO11267.071	1988-11-22	MONA L EVANS & ROBERT EVANS	WILLIAMS PRODUCTION RMT COMPANY
884	CO11267.072	1988-11-22	BRIAN JONES	WILLIAMS PRODUCTION RMT COMPANY
885	CO11267.073	1988-11-22	JAMES JONES	WILLIAMS PRODUCTION RMT COMPANY
886	CO11267.074	1988-11-22	KEVIN JONES	WILLIAMS PRODUCTION RMT COMPANY
887	CO11267.075	1988-11-22	DONNA J LUKE	WILLIAMS PRODUCTION RMT COMPANY
888	CO11267.076	1988-11-22	BARBARA MARTIN & GUY EDWARD MARTIN	WILLIAMS PRODUCTION RMT COMPANY
889	CO11267.077	1988-11-22	PATSY P NUSS	WILLIAMS PRODUCTION RMT COMPANY
890	CO11267.078	1988-11-22	BEVERLY JEAN SHEEHAN	WILLIAMS PRODUCTION RMT COMPANY
891	CO11267.079	1988-11-22	KIM SILVERTHORN	WILLIAMS PRODUCTION RMT COMPANY
892	CO11267.080	1988-11-22	BONNIE WILLIAMSON	WILLIAMS PRODUCTION RMT COMPANY
893	CO11267.081	1988-11-22	MARIE ZEDIKER	WILLIAMS PRODUCTION RMT COMPANY
894	CO11267.082	1988-11-22	CHARDELLE R BUSCH	WILLIAMS PRODUCTION RMT COMPANY
895	CO11267.083	1988-11-22	TOM DANN, AS ATTORNEY-IN-FACT FOR IDA M BARLOW, A WIDOW	WILLIAMS PRODUCTION RMT COMPANY
896	CO11267.084	1988-11-22	GLORIA J CALL	WILLIAMS PRODUCTION RMT COMPANY
897	CO11267.085	1988-11-22	JOHN POST	WILLIAMS PRODUCTION RMT COMPANY
898	CO11267.086	1988-11-22	CATHERINE M STEVENSON	WILLIAMS PRODUCTION RMT COMPANY
899	CO11267.087	1987-03-27	MAUDE L. BRUCKNER & CLARENCE A. BUMGARDNER	BARRETT ENERGY COMPANY
900	CO11267.088	1988-11-22	WESLEY WALTER RYAN	TEP ROCKY MOUNTAIN LLC
901	CO11267.089	1988-11-22	TUCKER EMMETT RYAN	TEP ROCKY MOUNTAIN LLC

902	CO11267.090	1988-11-22	CODY LYNN WHEELER	TEP ROCKY MOUNTAIN LLC
903	CO11267.091	1988-11-22	ZACHARY PAUL PRATHER	TEP ROCKY MOUNTAIN LLC
904	CO11268.000	1987-07-01	CHEVRON SHALE OIL	BARRETT RESOURCES CORPORATION
905	CO11273.000	1987-09-15	ATLANTIC RICHFIELD COMPANY	BARRETT ENERGY COMPANY
906	CO11274.000	1987-10-12	MAUDIE LUELLEN	BARRETT ENERGY COMPANY
907	CO11283.001	1988-04-07	ROBERTA E OGDEN	BARRETT ENERGY COMPANY
908	CO11288.000	1988-06-27	MOBIL OIL CORPORATION	BARRETT RESOURCES CORPORATION
909	CO11294.000	1989-04-14	WILLIAM B SCHUMANN	BARRETT ENERGY COMPANY
910	CO11303.001	1997-05-16	JOHN WIX	BARRETT RESOURCES CORPORATION
911	CO11303.002	1997-05-16	YALE B POKRESS AND KATHLEEN J POKRESS	BARRETT RESOURCES CORPORATION
912	CO11330.000	1997-05-16	BOARD OF GARFIELD COUNTY COMMISSIONERS	BARRETT RESOURCES CORPORATION
913	CO11331.001	1997-08-21	MARIAN G CLEM	BARRETT RESOURCES CORPORATION
914	CO11331.002	1996-10-20	SAMUEL B POTTER AND TERESA A POTTER	BARRETT RESOURCES CORPORATION
915	CO11331.003	1996-10-20	DOROTHY LOIS GEORGE PER REP ESTATE OF BARBARA B ROBINSON	BARRETT RESOURCES CORPORATION
916	CO11335.001	1997-06-15	PAUL D MCNEW & MAVIS D MCNEW	SHEAR INC
917	CO11335.002	2001-08-23	JAMES LYONS	WILLIAMS PRODUCTION RMT COMPANY
918	CO11335.003	2001-08-10	MARTIN J LYONS HEIDI M LYONS	WILLIAMS PRODUCTION RMT COMPANY
919	CO11335.004	2001-08-23	PATRICIA ANN MURPHY ILSE LYONS & JAMES P LYONS JOINT TENANTS	WILLIAMS PRODUCTION RMT COMPANY
920	CO11340.000	1985-09-15	CHARLES W CLARK & VIOLA L CLARK	BARRETT RESOURCES CORPORATION
921	CO11343.000	1990-02-26	EXXON CORPORATION	BARRETT RESOURCES CORPORATION
922	CO11345.000	1990-04-20	CHARLES D. MC MURREY, CHARLIE H. READ, CHARLES W. SNIDER & THOMAS H. BROWN, INDEPENDENT CO-EXECUTORS OF ESTATE OF CLAUD B. HAMILL , DECEASED	BARRETT RESOURCES CORPORATION
923	CO11348.000	1990-05-17	DONALD G DAVIS	BARRETT RESOURCES CORPORATION
924	CO11349.000	1978-02-01	W JAMES LANGSTAFF	NORTHWEST EXPLORATION COMPANY
925	CO11361.000	1990-08-20	BOARD OF GARFIELD COUNTY COMMISSIONERS	FINA OIL & CHEMICAL COMPANY
926	CO11362.000	1990-10-26	BOARD OF COUNTY COMMISSIONERS	FUEL RESOURCES DEVELOPMENT CO
927	CO11380.000	1991-04-15	THE BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO	BARRETT RESOURCES CORPORATION
928	CO11381.000	1990-08-15	BOARD OF GARFIELD COUNTY COMMISSIONERS	BARRETT RESOURCES CORPORATION
929	CO11393.000	1952-12-03	W. B. REEVES AND LEANORA REEVES; W B REEVES AND LEANORA REEVES	JOE T JUHAN
930	CO11399.001	1990-05-11	EXXON CORPORATION	BARRETT RESOURCES CORPORATION
931	CO11401.000	1994-04-28	BETTY M. CORNELL	BARRETT RESOURCES CORPORATION
932	CO11402.000	1994-07-19	BOARD OF GARFIELD COUNTY COMMISSIONERS	BARRETT RESOURCES CORPORATION
933	CO11406.000	1977-06-28	WILLIAM F CLOUGH	NORTHWEST EXPLORATION COMPANY
934	CO11407.000	1978-04-17	WILLIAM F CLOUGH AND IVA H CLOUGH	NORTHWEST EXPLORATION COMPANY

935	CO11409.001	1978-11-29	AGNES D CARLTON	NORTHWEST EXPLORATION COMPANY
936	CO11409.002	1978-11-29	VIRGINIA KATHLEEN ARMENTROUT & ROSS ARMENTROUT	NORTHWEST EXPLORATION COMPANY
937	CO11409.003	1978-06-01	ELIZABETH MCNARY WIDOW OF W EDWARD MCNARY DECEASED HEIR OF GEORGE W MCNARY; MYRTLE MAY BLACK AKA MYRTLE BLACK AND FERN SMITH HEIRS OF GEORGE W MCNARY; MARY LOUISE VERNARD, JESS MCNARY AKA JESS E MCNARY, CHARLES MCNARY ET AL	NORTHWEST EXPLORATION COMPANY
938	CO11412.000	1978-10-24	ARNOLD L. MACKLEY & ELSIE D. MACKELY	NORTHWEST EXPLORATION COMPANY
939	CO11416.001	1982-07-12	MARGARET SHANE, TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DATED JUNE 30, 1982	NORTHWEST EXPLORATION COMPANY
940	CO11416.002	1981-11-12	GEORGE LESHMERE TRUST - DENVER CONSERV BAPTIST SEMINARY TTEE	JACK J GRYNBERG C/O GRYNBERG PETROLEUM
941	CO11416.003	1973-08-29	JAMES F ATKINSON AND DOROTHY Y ATKINSON	GMW COMPANY A PARTNERSHIP C/O LEXINGTON GAS & MARINE
942	CO11421.000	1989-10-15	THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY	BARRETT RESOURCES CORPORATION
943	CO11425.001	1990-12-06	EXXON CORPORATION	FINA OIL & CHEMICAL COMPANY
944	CO11428.000	1994-01-31	EVELYN G MCKAY	BARRETT RESOURCES CORPORATION
945	CO11429.000	1994-03-15	H M C LTD A COLORADO LTD PRTSP	BARRETT RESOURCES CORPORATION
946	CO11433.000	1997-10-22	ARCHIPELAGO INC	BARRETT RESOURCES CORPORATION
947	CO11434.001	1997-10-20	MARY ANNE BOSELY	BARRETT RESOURCES CORPORATION
948	CO11435.000	1997-07-15	U S LAB INC	BARRETT RESOURCES CORPORATION
949	CO11436.000	1997-07-15	U S LAB INC	BARRETT RESOURCES CORPORATION
950	CO11437.000	1997-07-15	U S LAB INC	BARRETT RESOURCES CORPORATION
951	CO11438.001	1997-12-05	ANN F DICKERSON IRREV T/A FAM BANK OF OKLAHOMA N A AGENT	BARRETT RESOURCES CORPORATION
952	CO11441.000	2012-09-08	JAMES R DUPRAS & ALEAH J DUPRAS	WPX ENERGY ROCKY MOUNTAIN LLC
953	CO11442.000	1980-08-12	PEARL G SAYRE C/O MIKI S GARDNER	NORTHWEST EXPLORATION COMPANY
954	CO11445.000	1988-08-31	EDWARD N JUHAN	BARRETT ENERGY COMPANY
955	CO12288.000	2017-10-30	UNION PACIFIC RAILROAD COMPANY	TEP ROCKY MOUNTAIN LLC
956	CO12646.000	2012-11-19	MONTY KYLE AND LATROY KYLE	TEP ROCKY MOUNTAIN LLC
957	CO12823.000	2003-12-01	HELEN M PLAUNTY	WILLIAMS PRODUCTION RMT COMPANY
958	CO12860.000	1994-07-18	HAYDEN RADER	BARRETT RESOURCES CORPORATION
959	CO12910.000	2012-11-19	LIDIA MENDOZA	TEP ROCKY MOUNTAIN LLC
960	CO13154.001	2007-04-26	JOHN LYONS FAMILY PARTNERSHIP, L.P., A COLORADO LIMITED PARTNERSHIP; AND JOHN M. LYONS AND JODY J. LYONS, INDIVIDUALLY	ANTERO RESOURCES PICEANCE CORPORATION
961	CO13320.000	2005-06-06	WEST RIFLE INDUSTRIAL PARK, LLC	ANTERO RESOURCES II CORPORATION

EXHIBIT B

Exhibit B
Elections of Exclusion

	Legacy Owner No.	Owner No.	Name	Address
1	514347	7858	PEGGY L NEWELL	13512 NE 77TH STREET, VANCOUVER, WA 98682
2	509424	2581	GAIL T WILSON	13055 WIDE ACRES RD., GOLDEN, CO 80401
3	528382 532949	5199	PAMELA L BORUCH	1667 H75 RD., DELTA, CO 81416
4	511317	4187	RICK CLEMONS	3203 FENNEL LANE, SAN LUIS OBISPO, CA 93401
5	511315	8674	RILEY CLEMONS	3203 FENNEL LANE, SAN LUIS OBISPO, CA 93401
6	526205	1979	BRIAN J SHENE AND TERESA K SHENE	P.O. BOX 92, PARACHUTE, CO 81635
7	526165	1396	ARNOLDO CORDOVA ROMO	183 SOUTH 2ND COURT, PARACHUTE, CO 81635
8	520723	7613	JERA SCHAEFFER	265 CR 337, PARACHUTE, CO 81635
9	450814	10123 1161	PUCKETT LAND COMPANY	5460 S. QUEBEC STREET, SUITE 250, GREENWOOD VILLAGE, CO 80111
10	517746	10342	PUCKET HOLDINGS LLC	5460 S. QUEBEC STREET, SUITE 250, GREENWOOD VILLAGE, CO 80111
11	N/A	3491	RIO GRANDE JUNCTION LLC	P.O. BOX 52219, TULSA, OK 74152
12	511316	8657	SHELBY CLEMONS	841 NE 68TH ST., APT. 615, SEATTLE, WA 98115
13	511318	6863	JEANIE CLEMONS	11260 N. CATTLE DRIVE, HAYDEN, ID 83835
14	N/A	3392 12160	CAERUS PICEANCE LLC	1001 17TH ST, #1600, DENVER, CO 80202
15	N/A	3963	GRAND VALLEY MINERALS LLC	1001 17TH ST, #1600, DENVER, CO 80202
16	N/A	4037	CAERUS CROSS TIMERS LLC	1001 17TH ST, #1600, DENVER, CO 80202
17	N/A	1106	CAERUS OIL & GAS LLC	1001 17TH ST, #1600, DENVER, CO 80202

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 19-cv-00495-DDD-NRN

JOLLEY POTTER RANCHES ENERGY CO.
LLC, individually and on behalf of the certified
class,

Plaintiffs,

v.

TEP ROCKY MOUNTAIN LLC,

Defendant.

**JOINT MOTION FOR ORDER (1) PRELIMINARILY APPROVING CLASS
SETTLEMENT, (2) APPROVING NOTICE TO CLASS MEMBERS,
(3) ESTABLISHING OBJECTION PROCEDURES, AND (4) SETTING A FINAL
HEARING DATE TO CONSIDER FINAL APPROVAL OF THE CLASS
SETTLEMENT, AND ATTORNEYS' FEES AND EXPENSES**

Plaintiff Jolley Potter Ranches Energy Co., LLC (“Jolley Potter”), on behalf of itself and the certified class of royalty owners defined in paragraph 12 below (together “the Class”) and Defendant TEP Rocky Mountain LLC (“TEP”), respectfully request that the Court approve a class settlement agreement on a preliminary basis, and enter related procedural orders in anticipation of a final hearing.

As grounds for this Joint Motion, the Class and TEP state as follows:

BACKGROUND

1. Jolley Potter filed its class action complaint against TEP on February 19, 2019, in the United States District Court for the District of Colorado.

2. In this case, Jolley Potter, on behalf of itself and a class of similarly situated royalty owners, allege TEP underpaid royalties on the production and sale of natural gas.

3. Jolley Potter's First Amended Class Action Complaint alleges that TEP underpaid royalties on the production and sale of natural gas by paying royalties on a below-market or otherwise improperly low price, or deducting improper, excessive, or unreasonable Gathering, Processing, and/or Transportation Costs.¹ TEP has denied those allegations, and also denied that Jolley Potter's claims should be certified as a class action.

4. By Order dated September 21, 2023 [Dkt. #130], the Court granted Jolley Potter's Motion for Class Certification [Dkt. #92], certifying a class pursuant to Fed. R. Civ. P. 23(b)(3).

5. Pursuant to the Court's Order Regarding Class Certification Notice [Dkt. #143], Class Counsel notified the Class members of the pending class action and their right to exclude themselves from the Class. *See* [Dkt. # 145]. Seventeen (17) persons and/or entities submitted Elections of Exclusion, excluding themselves from the Class. A list of those persons and/or entities who submitted Elections of Exclusion is attached as Exhibit 2.

6. Over the past six years, and both before and after class certification, Jolley Potter, Class Counsel, and TEP have engaged in extensive information discovery, document and data production (more than 100,000 documents), multiple depositions in three states, and significant third-party discovery relevant to TEP's payment of royalties on the production and sale of natural gas between August 1, 2011, and December 31, 2020 (the "Class Period"). Class Counsel and TEP's attorneys have retained experienced royalty accounting, marketing, economic, and forensic

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

accounting 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.

7. Class Counsel and TEP's attorneys have participated in continuous settlement discussions and formal mediation in order to resolve the claims of the Plaintiffs and the Class. The parties reached agreement on the basic terms of the settlement on January 27, 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.

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

9. The parties and their counsel now are requesting that this Court enter an Order preliminarily approving the Settlement Agreement, approving the proposed forms of notice to Class members (proposed forms of Notice attached as Exhibits 3 and 4), 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.

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

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

THE SETTLEMENT AGREEMENT

12. The Class, certified by the Court pursuant to Fed. R. Civ. P. 23(b), is defined as follows:

The class of all royalty owners under oil and gas leases (and their successors and assigns) who received royalty payments for one or more production months during the period August, 2011 to December, 2020 from non-federal oil and gas leases in Garfield County, Colorado, which, as of December 31, 2020, were owned in whole or part by TEP Rocky Mountain LLC, and whose production was gathered on the Grand Valley Gathering System; and excluding from such class:

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

(2) any person or entity to the extent that their interest is derived from the following leases: (A) that certain Oil and Gas Lease, dated July 20, 2005, with Mary Anne Bosely, et al, as lessors, whose memorandum is recorded at Reception No. 680846 in the records of the Clerk and Recorder of Garfield County, Colorado; (B) that certain Oil and Gas Lease, dated May 9, 2006, with Jonathon H. Wellendorf et ux, as lessors, whose memorandum is recorded at Reception No. 697889 in such records; (C) that certain Oil and Gas Lease, dated April 14, 2002, with Theo Ertl, as Trustee for the Jann Ertl Trust, under Trust dated January 25, 1964, as lessor, whose lease is recorded at Reception No. 610354 in such records; (D) that certain Memorandum of Oil and Gas Lease, dated November 1, 2011, with The Ranch at Parachute, LLC, as lessor, which is recorded at Reception No. 811051 in such records; (E) that certain Oil and Gas Lease, dated June 7, 2006, with Pavillion Land Development, LLC, as lessor, whose lease is recorded at Reception No. 701520 in such records; (F) that certain Oil and Gas Lease, dated April 27, 1998, with NationsBank of Texas, N.A., Agent for the First Church of Christ, Scientist Agency #1221900 as lessor, whose lease is recorded at Reception No. 531029 in such records; and (G) that certain Oil and Gas Lease, dated December 5, 1997, with Colorado National Bank as Trustee of the Ann F. Dickerson Irrev. T/A Family Trust as lessor, whose lease is recorded at Reception No. 517758 in such records; and

(3) any person or entity who submitted an Election of Exclusion from the Plaintiff Class and identified on Exhibit B to the Settlement Agreement.

13. In order to resolve the Class's claims for royalty underpayments, TEP has agreed to pay a gross settlement amount of \$41,700,000 to the members of the Class, which was paid into an interest-bearing escrow account (the "Class Settlement Fund") on February 14, 2025.

14. The settlement amount being paid by TEP is in settlement of the Class Claims asserted by members of the class on natural gas production sold by TEP from August 2011 through December 2020, as described in the Settlement Agreement. The distribution to the Class will be made *pro rata*, based upon each 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 Class Member will be presented to the Court along with the parties' Motion for Final Approval of the Settlement Agreement (discussed in paragraph 28 below).

15. 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.

16. All Class members, who did not opt out at the time of Class Certification, shall be bound by the provisions of the Settlement Agreement, if approved.

17. 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.

18. 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**

19. With respect to approval of a Rule 23 class settlement, courts engage in a two-step process to ensure the fairness of any class action settlement. *See* NEWBERG ON CLASS ACTIONS § 13:12 (5th ed.); *see also* *Pliego v. Los Arcos Mexican Rests., Inc.*, 313 F.R.D. 117, 128 (D. Colo. 2016) (citations omitted). This Joint Motion initiates the first step of this process, in which the Court makes a preliminary determination regarding the fairness, reasonableness, and adequacy of the settlement terms. *Id.* The object of preliminary approval is “to determine whether notice of a proposed settlement should be sent to the class, not to make a final determination of the settlement’s fairness. Accordingly, the standard that governs the preliminary approval inquiry is less demanding than the standard that applies at the final approval phase.” *Rhodes v. Olson Assocs., P.C.*, 308 F.R.D. 664, 666 (D. Colo. 2015). A district court will ordinarily grant preliminary approval where the proposed class settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval. *See* *Pliego*, 313 F.R.D. at 128; *see also* *In re Motor Fuel Temperature Sales Practices Litig.*, 2011 WL 4431090, at *5 (D. Kan. Sept. 22, 2011). Jolley Potter, Class Counsel, and TEP hereby state that this proposed settlement meets those standards.

20. Under Fed. R. Civ. P. 23(e)(2), a class action settlement must be “fair, reasonable and adequate.” The Tenth Circuit has instructed district courts to analyze the following factors to determine whether this standard is met: (1) whether the proposed settlement was fairly and honestly negotiated; (2) whether serious questions of law and fact exist, such that the ultimate outcome of the litigation is in doubt; (3) whether the value of an immediate recovery outweighs

the mere possibility of future relief after protracted and expensive litigation; and (4) the judgment of the parties that the settlement is fair and reasonable. *Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1188 (10th Cir. 2002). An evaluation of the above-referenced factors fully supports preliminary approval of the proposed Class Settlement.

21. The parties hereby represent that: *First*, the settlement was fairly and honestly negotiated. Prior to reaching a settlement, the parties engaged in extensive discovery, including an exhaustive analysis of TEP's royalty accounting data, marketing data, operational data, ONRR data, and numerous contracts over the course of the almost 9-year Class Period. The parties also engaged in *extensive* good-faith negotiations at *arm's length* and formal mediation before reaching agreement on the terms of the proposed settlement for the Class. *Second*, serious questions of law and fact exist which place the ultimate outcome of this litigation in doubt. *See, e.g., Exhibit 3 ¶ 3* (describing Class Claims and TEP defenses). TEP denies that it underpaid royalties to the Class members, breached the implied duty to market and/or its lease contracts with the Class members or has acted improperly, and would vigorously defend its rights if the case were litigated further. *Third*, the value of an immediate recovery to the 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 Class members to settle their claims constitutes a significant percentage of the amount in controversy, plus substantial interest. This avoids the risk to the Class members of a recovery of a substantially smaller amount at an uncertain date in the future. *Finally*, it is the judgment of the parties and their counsel that the proposed Settlement Agreement is fair and reasonable.

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

22. The parties have agreed on the forms of mailing and publication notice, attached as Exhibits 3 and 4 (the “Notices”). The Notices are also attached to the Settlement Agreement as Exhibits D and E.

23. The Notices advise the Class members of (a) the existence of this action; (b) the certification of the 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 Class; (f) the method of allocation of the 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.

24. The Parties request that the Court order that the Notice attached as Exhibit 3 be sent by first-class mail to all Class members whose addresses are available from TEP’s accounting records. Class Counsel has agreed to be responsible for mailing the Notice to the Class members within seven (7) days after the Court enters its Order granting preliminary approval of the Settlement Agreement.

25. The Parties further request that the Court order that the Notice attached as Exhibit 4 be published in the Glenwood Springs Post Independent. Class Counsel has agreed to be

responsible for causing the Notice attached as Exhibit 4 to be published within seven (7) days after the Court enters its Order granting preliminary approval of the Settlement Agreement.

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

27. The Parties request that the Court enter an Order that any proposed Class member wishing to be heard at the final fairness hearing must file a written objection with the Court, and serve that objection on the attorneys in this case, not more than sixty (60) days after Class Counsel's mailing and publishing of the Notices.

28. The Parties will file their Motion for Final Approval of the Settlement Agreement, and any papers in support, at least fourteen (14) days after the expiration of the Objection Deadline. Class Counsel will 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 at least fourteen (14) days prior to the final fairness hearing.

29. The parties have agreed that TEP will prepare, in accordance with the terms of 5(c) of the Settlement Agreement and the Orders of this Court, a schedule of distribution of the Settlement Amount to individual JPR Class Members which will set out the gross amount allocated to each Class Member for each Class Claim, in total, and which identifies each 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 Class Member may determine her/his/its proportionate share of the Settlement Amount when evaluating the proposed settlement.

30. All costs and expenses associated with providing the mailing and publication Notices to the 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

31. 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 estimates that the out-of-pocket expense reimbursement request will not exceed the sum of \$490,000.00, not including expenses incurred to administer the settlement. 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.

32. 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.

33. 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 consideration being offered to the Class are fair and reasonable. TEP takes no position on Class Counsel's request for an award of attorneys' fees and expense reimbursements.

**REQUEST FOR STAY OF DISCOVERY AND
CASE MANAGEMENT DEADLINES**

34. Pursuant to the Court's current Scheduling Order [Dkt. #186], the Parties currently are responsible for taking and defending discovery, preparing expert reports, and briefing motions for summary judgment. A stay of discovery and case management deadlines would avoid unnecessary discovery and case management burdens.

35. Pursuant to Fed. R. Civ. P. 16 and 26(c), the Parties request that the Court stay all discovery and case management deadlines, until further Order of the Court.

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: _____, 2025

s/ Nathan A. Keever

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

David G. Seely
Ryan K. Meyer, #24340
FLEESON, GOOING, COULSON
& KITCH, L.L.C.

s/ Christopher A. Chrisman

Christopher A. Chrisman, #33132
Michelle R. Seares, #54455
HOLLAND & HART LLP
555 Seventeenth Street, Suite 3200
Post Office Box 8749
Denver, CO 80201-8749
Phone: (303) 295-8000
Fax: (303) 291-8261
cachrisman@hollandhart.com
mrseares@hollandhart.com

**ATTORNEYS FOR DEFENDANT
TEP ROCKY MOUNTAIN LLC**

301 N. Main, Suite 1900

Wichita, KS 67202

dseely@fleeson.com

rmeyer@fleeson.com

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

EXHIBIT D

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF 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 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 in Garfield County, Colorado from wells connected to the Grand Valley Gathering System (“GVGS gathering system”). 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 Class who is eligible to receive monetary benefits from the JPR Settlement. Please read this Notice carefully.

A SUMMARY OF YOUR RIGHTS AND CHOICES	
REMAIN A JPR CLASS MEMBER	To remain a member of the JPR Class, you do not need to take any action. JPR Class members will receive money from the JPR Settlement as outlined in Section 4 of this Notice. Due Date: <u>Automatic Distribution</u>
OBJECT OR COMMENT ON THE PROPOSED JPR SETTLEMENT	If you are a JPR Class member, you can object to or comment on the JPR Settlement on your own or through your attorney. <i>See</i> Section 8 of this Notice. Due Date: <u>Post-marked on or before July 18, 2025</u>

1. WHY YOU RECEIVED THIS NOTICE.

Records show that you have received a royalty payment from TEP between August 1, 2011 and December 31, 2020 from wells in Garfield County, Colorado. This Notice is sent to you to inform you about the proposed settlement of a class action lawsuit, captioned *Jolley Potter Ranches Energy Co. LLC, individually and on behalf of the certified class, Plaintiff v. TEP Rocky Mountain LLC, Defendant*, Civil Action No. 19-cv-00495-DDD-NRN, in the United States District Court for the District of Colorado (the “Lawsuit”), brought on behalf of certain royalty payees who received royalty payments from TEP for natural gas or natural gas liquids (“Gas”) produced in Garfield County, Colorado and gathered on the GVGS gathering system. The settlement has been preliminarily approved by the Court as being fair, reasonable and adequate. As explained below, you will be entitled to monetary benefits under the Jolley Potter Ranches (“JPR”) Settlement if the JPR 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 Settlement” and the class of TEP gas royalty payees covered by the Settlement is referred to as the “JPR Class.” The JPR Class includes the following:

The class of all royalty owners under oil and gas leases (and their successors and assigns) who received royalty payments for one or more production months during the period August, 2011 to December, 2020 from non-federal oil and gas leases in Garfield County, Colorado, which, as of December 31, 2020, were owned in whole or part by TEP Rocky Mountain LLC, and whose production was gathered on the Grand Valley Gathering System; and excluding from such class:

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

(2) any person or entity to the extent that their interest is derived from the following leases: (A) that certain Oil and Gas Lease, dated July 20, 2005, with Mary Anne Bosely, et al, as lessors, whose memorandum is recorded at Reception No. 680846 in the records of the Clerk and Recorder of Garfield County, Colorado; (B) that certain Oil and Gas Lease, dated May 9, 2006, with Jonathon H. Wellendorf et ux, as lessors, whose memorandum is recorded at Reception No. 697889 in such records; (C) that certain Oil and Gas Lease, dated April 14, 2002, with Theo Ertl, as Trustee for the Jann Ertl Trust, under Trust dated January 25, 1964, as lessor, whose lease is recorded at Reception No. 610354 in such records; (D) that certain Memorandum of Oil and Gas Lease, dated November 1, 2011, with The Ranch at Parachute, LLC, as lessor, which is recorded at Reception No. 811051 in such records; (E) that certain Oil and Gas Lease, dated June 7, 2006, with Pavillion Land Development, LLC, as lessor, whose lease is recorded at Reception No. 701520 in such records; (F) that certain Oil and Gas Lease, dated April 27 1998, with NationsBank of Texas, N.A., Agent for the First Church of Christ, Scientist Agency #1221900 as lessor, whose lease is recorded at Reception No. 531029 in such records; and (G) that certain Oil and Gas Lease, dated December 5, 1997, with Colorado National Bank as Trustee of the Ann F. Dickerson Irrev. T/A Family Trust as lessor, whose lease is recorded at Reception No. 517758 in such records; and

(3) any person or entity who submitted an Election of Exclusion from the Class.

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

This Notice outlines the terms of the JPR Settlement, who is a JPR Class member, how JPR Settlement monies will be paid, and how to comment on, or object to, the proposed JPR Settlement. This Notice also explains that the Court will hold a Final Fairness Hearing to decide whether to approve the JPR Settlement on August 1, 2025,

at 10:00a.m., in Courtroom A1002 of the United States District Court of the District of Colorado, 901 19th Street, Denver, Colorado.

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 United States District Court for the District of Colorado. The Lawsuit seeks monetary relief against TEP for a class of Gas royalty payees, except for certain payees who are excluded from the class. The Lawsuit has been pending before the Honorable Daniel D. Domenico, District Court Judge of the United States District Court for the District of Colorado. On September 21, 2023, the Court certified the JPR Class defined in Section 1 above.

Plaintiff has alleged that, at various times from August 1, 2011 through December 31, 2020, TEP paid royalties on a below-market or otherwise improperly low price, or deducted or adjusted from royalties certain charges for costs that should not have been deducted (the “Disputed Amounts”).

The following is a description of the claims alleged by Plaintiff (the “Class Claims”):

i. Unreasonable Gathering and Processing Deductions Based on Alleged Non-Arm’s Length Contracts: The claims, as certified as a class action by the District Court [Dkt. #130], alleging that the deduction of gathering and processing costs from royalties paid to the JPR Class, as a result of alleged non-arm’s length agreements, was unreasonable and excessive.

ii. Unreasonable NWPL Transportation Costs for Residue Gas Sold from July 2016 through December 2020: The claims, as certified as a class action by the District Court [Dkt. #130], alleging that the deduction of NWPL Transportation Costs from royalties paid to the JPR Class on residue gas sold from July 2016 through December 2020 was unreasonable, excessive, undisclosed, and unnecessary.

iii. Unreasonable Firm Transportation Costs for Residue Gas Sold from August 2011 through June 2016: The claims, as certified as a class action by the District Court [Dkt. #130], alleging that the deduction of transportation costs from royalties paid to the JPR Class on residue gas sold from August 2011 through June 2016 was unreasonable and excessive because those costs were unnecessary.

iv. Failure to Prudently Market Residue Gas and/or to Pay Royalties on the Best Reasonably Available Price from August 2011 through June 2016: The claims, as certified as a class action by the District Court [Dkt. #130], alleging the failure to prudently market residue gas and/or failure to pay royalties to the JPR Class on the best reasonably available price on the sale of residue gas from August 2011 through June 2016.

TEP has disputed all of 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 Class. The Parties also have engaged in continuous negotiations over the resolution of the Class Claims. The JPR 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 JPR Litigation 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 Class in connection with the 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 Settlement and the risks of proceeding if the JPR Settlement was rejected. Class Counsel and the Plaintiff have concluded that the proposed JPR Settlement provides members of the JPR 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 Class. Plaintiff and Class Counsel have concluded that the proposed TEP Settlement is fair, reasonable, and adequate.

4. THE SETTLEMENT.

TEP has agreed to pay the sum of \$41,700,000 in order to settle the Lawsuit (the “Settlement Fund”), paid into an interest-bearing escrow account on February 14, 2025. The amount of the Settlement Fund that will be available for distribution to each member of the JPR Class will be determined by each member’s proportionate share of the Disputed Amounts.

The method to be used to allocate the JPR Settlement Fund to each Class Claim is set out in the JPR Settlement, which is available to you on the website of JPR Class Counsel, online at www.dwmk.com. The website of JPR 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 Settlement is approved prior to reduction for attorney fees and expenses as approved by the Court.

The Court has preliminarily approved the JPR 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 Class. Class Counsel will request that the Court award attorneys’ fees of one-third of the net Settlement Fund, which Class Counsel estimates will be approximately \$13,766,000, plus accrued interest on that amount, which Class Counsel estimates to be approximately \$301,000 if distributions are made by September 14, 2025. Class Counsel will also seek to be reimbursed for out-of-pocket expenses Class Counsel has expended in prosecuting this action, which Class Counsel estimates will not exceed \$490,000, and for additional expenses related to the notice and administration of the JPR Settlement (with such notice and administration expenses to be paid first out of the interest accrued on the JPR Settlement Fund in the Escrow Account) prior to the distribution to the JPR Class members. You may review a copy of Class Counsel’s application for attorney fees and expenses on the website of JPR 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 Class will receive the monetary benefits of the JPR 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 Settlement, please read the JPR Settlement, which you may review online at www.dwmk.com or you may obtain a copy of the JPR 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 Settlement is fair, reasonable and adequate. On September 21, 2023, 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 Settlement do not imply that TEP is liable to Plaintiff or to any member of the JPR Class for any of the Claims.

6. REMAINING A MEMBER OF THE JPR CLASS.

As a member of the JPR Class, you do not need to take any action. Plaintiff and Class Counsel will represent your interests as a member of the JPR 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 Settlement Agreement. If you are a JPR Class member and the JPR 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 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 SETTLEMENT.

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

You may, however, object to the proposed JPR 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 July 18, 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 July 18, 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 July 25, 2025.** Any JPR 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 August 1, 2025, at 10:00 a.m. in Courtroom A1002 of the United States District Court for the District of Colorado, located at 901 19th Street, Denver, Colorado 80294. The purpose of the Hearing will be to finally determine whether the proposed JPR Settlement is fair, reasonable, and adequate, and whether a final judgment approving the JPR 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 Class.

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

9. ATTORNEYS FOR THE PARTIES.

Attorneys for the Plaintiff and the JPR 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 Co. LLC v. TEP Rocky Mountain LLC
Civil Action No. 19-cv-00495-DDD-NRN

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 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:

United States District Court of the District of Colorado
Alfred A. Arraj United States Courthouse, Room A105
901 19th Street
Denver, Colorado 80294

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 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

34102386

EXHIBIT E

Legal Notice

If you received royalty payments from TEP Rocky Mountain LLC on gas produced from wells in Garfield County in Colorado

You may be able entitled to receive benefits in a proposed Class Action Settlement with TEP Rocky Mountain LLC

A Proposed Settlement has been reached in a class action lawsuit against TEP Rocky Mountain LLC ("TEP"), captioned *Jolley Potter Ranches Energy Co. LLC ("JPR"), individually and on behalf of the certified class v. TEP Rocky Mountain LLC, Defendant*, Civil Action No. 19-cv-00495-DDD-NRN, in the United States District Court for the District of Colorado (the "Lawsuit").

What Is This Class Action About?

The Lawsuit seeks monetary relief against TEP on behalf of certain royalty payees who received royalty payments from TEP for natural gas and natural gas liquids ("Gas") produced in Garfield County, Colorado from the GVGS gathering system from August 1, 2011, through December 31, 2020. The Plaintiff in the Lawsuit claims that TEP paid royalties on a below-market or otherwise improperly low price, or that TEP deducted or adjusted from royalties certain charges for costs that should not have been deducted. On September 21, 2023, the Court certified the JPR Class defined below. The Proposed Settlement has been preliminarily approved by the Court as being fair, reasonable, and adequate. Members of the JPR Class will be entitled to monetary benefits if the Proposed Settlement is finally approved by the Court.

Who Is Involved?

The JPR Class includes:

All royalty owners under oil and gas leases (and their successors and assigns) who received royalty payments for one or more production months during the period August 1, 2011 to December 31, 2020 from non-federal oil and gas leases in Garfield County, Colorado, which, as of December 31, 2020, were owned in whole or part by TEP Rocky Mountain LLC, and whose production was gathered on the Grand Valley Gathering System; and excluding from such class:

- (1) NYSE or NASDAQ listed entities (together with their subsidiaries and affiliates) engaged in oil and gas exploration and production;
- (2) any person or entity to the extent that their interest is derived from the following leases: (A) that certain Oil and Gas Lease, dated July 20, 2005, with Mary Anne Bosely, et al, as lessors, whose memorandum is recorded at Reception No. 680846 in the records of the Clerk and Recorder of Garfield County, Colorado; (B) that certain Oil and Gas Lease, dated May 9, 2006, with Jonathon H. Wellendorf et ux, as lessors, whose memorandum is recorded at Reception No. 697889 in such records; (C) that certain Oil and Gas Lease, dated April 14, 2002, with Theo

If the Court approves the Proposed Settlement, there will be an automatic distribution to the JPR Class. TEP and the JPR Class members will be bound by the Court's orders and the Settlement, and TEP will be released from all claims the JPR Class members may have based on the settled Class Claims from August 1, 2011, through December 31, 2020.

Who Represents You?

The Court has appointed the Plaintiffs' attorneys to represent the JPR Class. Class Counsel will request the Court to award, from the Settlement Fund, reimbursement of their reasonable expenses and payment of fair and reasonable attorneys' fees in an amount of one-third (1/3) of the Settlement Fund after expenses. Class Counsel estimates requested attorneys' fees will be approximately \$13,766,000, plus accrued interest on that amount, which Class Counsel estimates to be approximately \$301,000 if distributions are made by September 14, 2025. Class Counsel will also seek to be reimbursed for out-of-pocket expenses Class Counsel has expended in prosecuting this action, which Class Counsel estimates will not exceed \$490,000, and for additional expenses related to the notice and administration of the JPR Settlement (with such notice and administration expenses to be paid first out of the interest accrued on the JPR Settlement Fund in the Escrow Account) prior to the distribution to the JPR Class members. You may hire your own attorney if you wish. However, you will be responsible for payment of that attorney's fees and expenses.

What Are Your Options?

Class Members do not have to take any action. Class Members may object to or comment on any part of the Proposed Settlement. Your objection/comment must be written and postmarked by July 18, 2025, which is 14 days prior to the Final Fairness Hearing. You may also request in writing to speak at the Final Fairness Hearing.

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

The detailed *Notice of Proposed Class Action Settlement* describes the procedures for objecting to the Proposed Settlement and requesting to speak at the Hearing. The Notice, the JPR Settlement Agreement, the preliminary schedule of distributions to Class Members, and other

<p>Ertl, as Trustee for the Jann Ertl Trust, under Trust dated January 25, 1964, as lessor, whose lease is recorded at Reception No. 610354 in such records; (D) that certain Memorandum of Oil and Gas Lease, dated November 1, 2011, with The Ranch at Parachute, LLC, as lessor, which is recorded at Reception No. 811051 in such records; (E) that certain Oil and Gas Lease, dated June 7, 2006, with Pavillion Land Development, LLC, as lessor, whose lease is recorded at Reception No. 701520 in such records; (F) that certain Oil and Gas Lease, dated April 27 1998, with NationsBank of Texas, N.A., Agent for the First Church of Christ, Scientist Agency #1221900 as lessor, whose lease is recorded at Reception No. 531029 in such records; and (G) that certain Oil and Gas Lease, dated December 5, 1997, with Colorado National Bank as Trustee of the Ann F. Dickerson Irrev. T/A Family Trust as lessor, whose lease is recorded at Reception No. 517758 in such records; and</p> <p>(3) any person or entity who submitted an Election of Exclusion from the Plaintiff Class.</p> <p>To determine if you are a member of the TEP Class, you may call the attorneys for the TEP Class at 1-970-241-5500.</p> <p>What Does The Proposed Settlement Provide? The Proposed Settlement provides for a \$41,700,000 payment by TEP to the JPR Class to resolve the claims of the TEP Class on alleged royalty underpayments from August 1, 2011, through December 31, 2020. Eligible JPR Class members may receive a pro-rata distribution of this Settlement Fund, after subtraction of attorney fees and expenses approved by the Court.</p>	<p>information will be available online at www.dwmk.com.</p> <p>Will The Court Approve The Proposed Settlement?</p> <p>The Court will hold a Final Fairness Hearing on August 1, 2025, at 10:00 a.m. to consider whether to approve the Proposed Settlement, and award attorneys' fees and expenses. The Hearing will be in Courtroom A1002 of the United States District Court for the District of Colorado, located at 901 19th Street, Denver, Colorado 80294.</p>
<p>For the more detailed <i>Notice of Proposed Class Action Settlement</i> and additional information on the Proposed Settlement:</p> <p>Call: 1-970-241-5500 Visit www.dwmk.com</p> <p>Or Write: Nathan A. Keever, Class Counsel, 744 Horizon Court, Suite 300, Grand Junction, CO 81506</p>	

34101982

EXHIBIT F

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 19-cv-00495-DDD-NRN

JOLLEY POTTER RANCHES ENERGY CO.
LLC, individually and on behalf of the certified
class,

Plaintiffs,

v.

TEP ROCKY MOUNTAIN LLC,

Defendant.

**ORDER PRELIMINARILY APPROVING THE PARTIES’
PROPOSED CLASS SETTLEMENT**

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 Class”), and Defendant TEP Rocky Mountain LLC’s (“TEP”) (collectively, the “Parties”) for an order: (1) preliminarily determining that their Class Settlement Agreement is fair, reasonable, and adequate, and approving the Joint Motion for Preliminary Approval of the Class Settlement; (2) approving the proposed Mailed Notice and proposed Publication Notice to the Class members; (3) establishing the deadline and manner for Class members to submit objections to the proposed Class Settlement, 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 Class Settlement, and Class Counsel’s request for an award of attorneys’ fees and expenses; and (5) setting a hearing date to consider the motions for final approval of the proposed Class Settlement 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 Mailed Notice and Publication 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 United States District Court for the District of Colorado (Civil Action No. 19-cv-00495-DDD-NRN).

2. Plaintiff, on behalf of itself and a Class of similarly situated royalty owners (the "JPR Class"), asserts class claims against TEP for alleged royalty underpayments on the production and sale of natural gas between August 1, 2011, and December 31, 2020, as defined in paragraph 8 of the Settlement Agreement.

3. TEP has denied that the JPR Class is entitled to relief based on the class claims asserted and settled by the JPR Class. On September 21, 2023, the Court granted Plaintiff's Motion for Class Certification, certifying the JPR Class pursuant to Fed. R. Civ. P. 23(b)(3), defined as follows in the Parties' Settlement Agreement:

The class of all royalty owners under oil and gas leases (and their successors and assigns) who received royalty payments for one or more production months during the period August, 2011 to December, 2020 from non-federal oil and gas leases in Garfield County, Colorado, which, as of December 31, 2020, were owned in whole or part by TEP Rocky Mountain LLC, and whose production was gathered on the Grand Valley Gathering System; and excluding from such class:

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

(2) any person or entity to the extent that their interest is derived from the following leases: (A) that certain Oil and Gas Lease, dated July 20, 2005, with Mary Anne Bosely, et al, as lessors, whose

memorandum is recorded at Reception No. 680846 in the records of the Clerk and Recorder of Garfield County, Colorado; (B) that certain Oil and Gas Lease, dated May 9, 2006, with Jonathon H. Wellendorf et ux, as lessors, whose memorandum is recorded at Reception No. 697889 in such records; (C) that certain Oil and Gas Lease, dated April 14, 2002, with Theo Ertl, as Trustee for the Jann Ertl Trust, under Trust dated January 25, 1964, as lessor, whose lease is recorded at Reception No. 610354 in such records; (D) that certain Memorandum of Oil and Gas Lease, dated November 1, 2011, with The Ranch at Parachute, LLC, as lessor, which is recorded at Reception No. 811051 in such records; (E) that certain Oil and Gas Lease, dated June 7, 2006, with Pavillion Land Development, LLC, as lessor, whose lease is recorded at Reception No. 701520 in such records; (F) that certain Oil and Gas Lease, dated April 27 1998, with NationsBank of Texas, N.A., Agent for the First Church of Christ, Scientist Agency #1221900 as lessor, whose lease is recorded at Reception No. 531029 in such records; and (G) that certain Oil and Gas Lease, dated December 5, 1997, with Colorado National Bank as Trustee of the Ann F. Dickerson Irrev. T/A Family Trust as lessor, whose lease is recorded at Reception No. 517758 in such records; and

(3) any person or entity who submitted an Election of Exclusion from the Plaintiff Class and identified on Exhibit B to the Settlement Agreement.

4. Since this litigation was commenced, the Plaintiff's attorneys ("Class Counsel") 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 Class for the time period extending from August 1, 2011, to December 31, 2020. Both Parties have retained royalty accounting experts to assist in the evaluation and analysis of the electronic royalty accounting data maintained by TEP.

5. 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 Class against TEP for natural gas royalty underpayments from August 1, 2011, through December 31, 2020, as defined in paragraph 8 of the Settlement Agreement.

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

7. 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 Amount preliminarily appears to be fair, reasonable and adequate in view of the risks involved in this protracted, complex and expensive litigation; and (d) the Parties and their attorneys, who are very experienced 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.

8. 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.

9. If the Settlement Agreement is finally approved, the Class will benefit from the Settlement Agreement because TEP has agreed to pay \$41,700,000 to settle the Class members' claims in this litigation.

10. The benefits provided to the Class under the terms of the Settlement Agreement provide a reasonable resolution of the claims of the 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.

11. 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 Class members, and the promotion of a mutually productive business relationship with the Class members.

12. The proposed forms of notice of the Settlement Agreement to be mailed and published to the members of the Class, which were submitted to the Court on April 10, 2025 as the Modified Mailed Notice [Dkt. #197-1] and Modified Publication Notice [Dkt. #197-2] (together, the "Notices"), adequately inform the Class members of the following: (1) the nature of this Class action lawsuit; (2) the definition of the Class; (3) the nature of Class members' settled claims, the issues, and TEP's defenses and denial of the 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 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 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 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:

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

14. TEP has deposited the settlement payment of \$41,700,000 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.

15. The Court approves the form and content of the proposed Notices submitted to the Court on April 10, 2025 as Dkt. # 197-1 and #197-2.

16. Class Counsel shall be responsible for mailing the Mailed Notice, by first class United States mail, to the Class members within seven (7) days after the date of this Order preliminarily approving the Class Settlement. Class Counsel shall also be responsible for causing the Publication Notice to be published within seven (7) days after the Court enters this Order.

17. 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.

18. Any member of the Class who wishes to make objections to, or comment on, the proposed Settlement Agreement, or Class Counsel's request for attorney's 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.

19. Any Class member who wishes to appear and be heard at the final approval hearing must postmark and mail notice of such intention at least seven (7) days before the scheduled date for the final fairness hearing. Notice of such intention must be mailed to Class Counsel, TEP's counsel, and the Court.

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

21. 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 10:00 a.m., on August 1, 2025, in Courtroom A1002 of this Court.

22. All pending discovery and case management deadlines in this action are stayed until further order of this Court.

IT IS SO ORDERED.

Dated this ____ day of _____, 2025.

Honorable N. Reid Neureiter
United States Magistrate Judge

34101378

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 19-cv-00495-DDD-NRN

JOLLEY POTTER RANCHES ENERGY CO.
LLC, individually and on behalf of the certified
class,

Plaintiffs,

v.

TEP ROCKY MOUNTAIN LLC,

Defendant.

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 “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 group or 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 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 Plaintiff and the 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. We analyzed more than 100,000 pages of documents produced by TEP in disclosures and in response to the Class's multiple discovery requests. We reviewed more than 5,000 Excel spreadsheets and more than 335 GB of data to develop the Class Claims. We took thirteen depositions, including four prior to class certification and nine during the merits phase, which took place in Colorado, Oklahoma, and Texas. We also issued more than ten third-party subpoenas and received voluminous accounting, bank, and other data in response.

9. On behalf of the Class, we retained three experts in royalty accounting, gas marketing, and forensic accounting. TEP retained four experts in royalty accounting, gas marketing, economics, and forensic accounting to analyze TEP's royalty data, prepare expert

reports, and assist TEP in determining the amounts at issue. Two of the Class's experts and three of TEP's experts prepared reports related to class certification. 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. The Parties participated in a formal mediation on December 17, 2024, with the Honorable William H. Downes, who is a former federal judge and professional mediator with experience in handling royalty class action cases. Although formal mediation did not end in a settlement, Judge Downes stayed in contact with the Parties and oversaw their settlement discussions.

11. I spoke with TEP's attorneys continuously for several months to negotiate a methodology for determining damages and appropriate settlement terms. 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 February 2025.

12. 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. And we pursued well-established claims, as well as some novel theories to test the boundaries of existing Colorado law.

13. Based on my experience, our experts' analyses, and the information we obtained about TEP's royalty payments, I believe the 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 and fact-intensive. 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 on implied covenants, as well as competing expert testimony over complex issues of natural gas marketing 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.

14. In addition to the risks attendant to trial, there are significant downsides to continuing this protracted litigation. After more than six years of litigation, the Parties have not yet completed merits discovery, have not yet exchanged expert reports on the merits, and still plan to file motions for summary judgment. 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.

15. 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 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 Class members of a recovery of a substantially smaller amount at an uncertain date in the future.

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

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

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 11th day of July 2025.



Nathan A. Keever

34830978

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 19-cv-00495-DDD-NRN

JOLLEY POTTER RANCHES ENERGY CO.
LLC, individually and on behalf of the certified
class,

Plaintiffs,

v.

TEP ROCKY MOUNTAIN LLC,

Defendant.

DECLARATION OF CHRISTOPHER A. CHRISMAN

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 “Class”) and Defendant TEP Rocky Mountain LLC’s (“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, 819 (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 an eight-year period. The claims involved complex issues of royalty language, contractual arrangements, natural gas gathering and processing, and gas marketing. The Parties litigated these issues for six years, over the course of which TEP, its attorneys, and its experts reviewed tens of thousands of documents, along with extensive electronic information. In the class certification phase, the Parties took four depositions and prepared and produced detailed expert reports. The Parties submitted extensive briefing on the contested issues of class certification, which were considered at a three-day evidentiary hearing in 2023.

5. After the Court certified the case as a class action, the Parties undertook a second round of discovery, serving and responding to extensive written discovery requests and conducting nine additional depositions.

6. In the fall of 2024, the Parties agreed to discuss settlement and participate in a mediation process. The original mediation session was delayed for unforeseen reasons, but the Parties used the time for additional fact discovery and to informally discuss settlement. The mediation was conducted on December 17, 2024, by the Honorable William H. Downes, a former federal judge with significant experience mediating royalty class actions.


7. While the mediation did not initially result in a settlement, the Parties made progress and continued their discussions. Judge Downes remained involved in this process. The Parties ultimately were able to negotiate and reach the settlement agreement signed on February 28, 2025, and preliminarily approved by the Court on April 11, 2025.

8. 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.

9. 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 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 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 11th day of July 2025.



Christopher A. Chrisman

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 19-cv-00495-DDD-NRN

JOLLEY POTTER RANCHES ENERGY CO.
LLC, individually and on behalf of the certified
class,

Plaintiffs,

v.

TEP ROCKY MOUNTAIN LLC,

Defendant.

**ORDER RANTIN FINAL APPRO AL OF
CLASS SETTLEMENT A REEMENT
AND FINAL UD MENT**

This is a class action lawsuit brought by Plaintiff Jolley Potter Ranches Energy Co., LLC (“Jolley Potter”), on behalf of itself and a certified class of royalty owners described below (together, the “Class”) against Defendant TEP Rocky Mountain LLC (“TEP”) for the alleged underpayment of royalties on natural gas produced from wells located in Garfield County, Colorado during the Class Period.¹ Effective February 28, 2025, the Parties entered into a class Settlement Agreement Dkt. 189-1 (the “Settlement Agreement”). The Settlement Agreement, together with the documents referenced therein and exhibits thereto, set forth the terms and conditions for proposed settlement of the Civil Action.

¹ Capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Settlement Agreement.

On April 11, 2025, the Court preliminarily approved the Settlement Agreement and issued an Order Granting Preliminary Approval of Class Action Settlement Dkt. 198 (the “Preliminary Approval Order”), approving the form and manner of notice, establishing objection procedures, and setting a date for a Final Fairness Hearing. In the Preliminary Approval Order, the Court, *inter alia*:

- a. preliminarily found: (i) the proposed Settlement Agreement resulted from extensive arm’s-length negotiations (ii) the proposed Settlement Agreement was agreed to only after Class Counsel had conducted legal research and discovery regarding the strengths and weaknesses of the Class’ claims (iii) the Class Representative and Class Counsel have concluded that the proposed Settlement Agreement is fair, reasonable, and adequate and (iv) the proposed Settlement Agreement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement Agreement to the Class
- b. preliminarily approved the Settlement Agreement as fair, reasonable, and adequate and in the best interest of the Class
- c. preliminarily approved the form and manner of the proposed Notices to be communicated to the Class, submitted to the Court on April 10, 2025 Dkt. 197-1 and 197-2 , finding specifically that such Notices, among other information: (i) described the terms and effect of the Settlement Agreement (ii) notified the Class that Class Counsel will seek attorneys’ fees, reimbursement of litigation expenses and administration, notice, and distribution costs (iii) notified the Class of the time and place of the Final Fairness Hearing (iv) notified the Class that,

because putative class members were previously provided with an opportunity to exclude themselves from the Class, there is no additional right to exclude themselves from the Settlement Agreement and (v) described the procedure for objecting to the Settlement Agreement or any part thereof

- d. instructed Class Counsel to disseminate the approved Notices to the Class in accordance with the Settlement Agreement and in the manner approved by the Court
- e. established the deadline for the Parties' submission of their joint motion for final approval of the Settlement Agreement and Class Counsels' request for an award of attorneys' fees and expenses
- f. set the date and time for the Final Fairness Hearing as August 1, 2025, at 10:00 A.M. in the United States District Court for the District of Colorado and
- g. set out the procedures and deadlines by which Class members could properly object to the Settlement Agreement or any part thereof.

After the Court issued the Preliminary Approval Order, due and adequate notice by means of the Mailed Notice and Publication Notice was given to the Class, notifying them of the Settlement Agreement and the upcoming Final Fairness Hearing. *See* Aff. of Jacqueline English (4/17/25) Dkt. 199 .

On August 1, 2025, in accordance with the Preliminary Approval Order and the Notices, the Court conducted a Final Fairness Hearing to, *inter alia*:

- a. determine whether the Settlement Agreement should be approved by the Court as fair, reasonable, and adequate and in the best interests of the Class

- b. determine whether the notice methods utilized by Class Counsel: (i) constituted the best practicable notice under the circumstances (ii) constituted notice reasonably calculated under the circumstances to apprise Class members of the pendency of the Civil Action, the Settlement Agreement, their right to object to the Settlement Agreement or any part thereof, and their right to appear at the Final Fairness Hearing (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice and (iv) meets all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law
- c. determine whether to approve the Final Distribution Schedule to Class members who were not excluded from the Class ²
- d. determine whether a Judgment should be entered pursuant to the Settlement Agreement, *inter alia*, (i) dismissing the Class Claims against TEP, and TEP's counterclaim against the Class, with prejudice, (ii) dismissing any non-Class Claims without prejudice, and (iii) extinguishing, releasing, and barring all Class Claims against all TEP Released Parties in accordance with the Settlement Agreement
- e. determine whether the applications for Class Counsels' attorneys' fees, reimbursement for litigation expenses and administration, notice, and distribution costs, are fair and reasonable and should be approved ³ and

² The Court will issue a separate order regarding the Final Distribution Schedule.

³ The Court will issue separate orders on Class Counsels' request for attorneys' fees, reimbursement of litigation expenses, and administration, notice, and distribution costs.

f. rule on such other matters as the Court deems appropriate.

The Court, having reviewed the Settlement Agreement, and all related pleadings and filings, and having heard the evidence and argument presented at the Final Fairness Hearing, now **FINDS ORDERS** **d AD UD ES** as follows:

1. The Court, for purposes of this Final Judgment (the “Judgment”), adopts all defined terms as set forth in the Settlement Agreement and incorporates them as if fully set forth herein.

2. The Court has jurisdiction over the subject matter of this Civil Action and all matters relating to the Settlement Agreement, as well as personal jurisdiction over Defendant and the Class members.

3. The Class, certified by the Court pursuant to Fed. R. Civ. P. 23(b), is defined as follows:

The class of all royalty owners under oil and gas leases (and their successors and assigns) who received royalty payments for one or more production months during the period August, 2011 to December, 2020 from non-federal oil and gas leases in Garfield County, Colorado, which, as of December 31, 2020, were owned in whole or part by TEP Rocky Mountain LLC, and whose production was gathered on the Grand alley Gathering System and excluding from such class:

(1) NYSE or NASDA listed entities (together with their subsidiaries and affiliates) engaged in oil and gas exploration and production

(2) any person or entity to the extent that their interest is derived from the following leases: (A) that certain Oil and Gas Lease, dated July 20, 2005, with Mary Anne Bosely, et al, as lessors, whose memorandum is recorded at Reception No. 680846 in the records of the Clerk and Recorder of Garfield County, Colorado (B) that certain Oil and Gas Lease, dated May 9, 2006, with Jonathon H. Wellendorf et ux, as lessors, whose memorandum is recorded at Reception No. 697889 in such records (C) that certain Oil and Gas Lease, dated April 14, 2002, with Theo Ertl, as Trustee for the Jann

Ertl Trust, under Trust dated January 25, 1964, as lessor, whose lease is recorded at Reception No. 610354 in such records (D) that certain Memorandum of Oil and Gas Lease, dated November 1, 2011, with The Ranch at Parachute, LLC, as lessor, which is recorded at Reception No. 811051 in such records (E) that certain Oil and Gas Lease, dated June 7, 2006, with Pavillion Land Development, LLC, as lessor, whose lease is recorded at Reception No. 701520 in such records (F) that certain Oil and Gas Lease, dated April 27, 1998, with NationsBank of Texas, N.A., Agent for the First Church of Christ, Scientist Agency 1221900 as lessor, whose lease is recorded at Reception No. 531029 in such records and (G) that certain Oil and Gas Lease, dated December 5, 1997, with Colorado National Bank as Trustee of the Ann F. Dickerson Irrev. T A Family Trust as lessor, whose lease is recorded at Reception No. 517758 in such records.

4. The Court finds that the persons and entities identified on Exhibit 2 to the Joint Motion for Preliminary Approval, and Exhibit B to the Settlement Agreement, have submitted valid Requests for Exclusion and are hereby excluded from the foregoing certified Class, will not participate in or be bound by the Settlement Agreement, or any part thereof, as set forth in the Settlement Agreement, and will not be bound by or subject to the releases provided for in this Judgment and the Settlement Agreement. *See* Elections of Exclusion Dkt. 189-2 .

5. At the Final Fairness Hearing on August 1, 2025, the Court performed its duties to independently evaluate the fairness, reasonableness, and adequacy of, *inter alia*, the Settlement Agreement and the Notices provided to the Class, considering not only the pleadings and arguments of the Class and TEP and their respective Counsel, but also the concerns of any objectors and the interests of all absent Class members. In so doing, the Court has been mindful to consider possible arguments that could reasonably be made against, *inter alia*, approving the Settlement Agreement and the Notices, even if such argument was not actually presented to the Court by pleading or oral argument.

6. The Court further finds that due and proper notice, by means of the Notices, was given to the Class in conformity with the Settlement Agreement and Preliminary Approval Order. Specifically, Notice was mailed to the Class based on the names and last known addresses available for current and former royalty owners who received royalty payments from TEP during the Class Period, pursuant to paragraph 6(b) of the Settlement Agreement, which reasonably assumes these are the correct payees, including for any interest held by a predecessor due to assignment, sale, inheritance, or other transfer. To the extent these assumptions are not correct in relation to a particular transfer of interest, paragraph 16 of this Judgment orders the Class member who receives payment to make payment to the proper party or return payment to Class Counsel. Notice was also published in *Glenwood Springs Post Independent*, a newspaper of general circulation in Garfield County, Colorado. The form, content, and method of communicating the Notices disseminated to the Class and published pursuant to the Settlement Agreement and the Preliminary Approval Order: (a) constituted the best practicable notice under the circumstances (b) constituted notice reasonably calculated, under the circumstances, to apprise Class members of the pendency of the Civil Action, the Settlement Agreement, that there would be no additional right to exclude themselves from the Settlement Agreement, their right to object to the Settlement Agreement or any part thereof, and their right to appear at the Final Fairness Hearing (c) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice and (d) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, the Due Process protections of the State of Colorado, and any other applicable law. Therefore, the Court approves the form, manner, and content of the Notices used by the Parties. The Court further finds that all Class members have been afforded a

reasonable opportunity to object to the Settlement. The Court further finds that because the Class was previously certified as a class action and putative class members were previously provided with an opportunity to exclude themselves from the Class, no additional exclusion opportunity is necessary or appropriate.

7. Pursuant to and in accordance with Federal Rule of Civil Procedure 23, the Settlement Agreement, including, without limitation, the consideration paid by TEP, the covenants not to sue, the releases, and the dismissal with prejudice of the Class Claims against the TEP Released Parties and of TEP's counterclaim, is finally approved as fair, reasonable, and adequate and in the best interests of the Class. The Settlement Agreement was entered into between the Parties at arm's length and in good faith after substantial negotiations free of collusion. The Settlement Agreement fairly reflects the complexity of the Class Claims, the duration of the Civil Action, the extent of discovery, and the balance between the benefits the Settlement Agreement provides to the Class and the risk, cost, and uncertainty associated with further litigation and trial. Serious questions of law and fact remain contested between the Parties. The Settlement Agreement provides a means of gaining immediate valuable and reasonable compensation and forecloses the prospect of uncertain results after many more months or years of additional discovery and litigation. The considered judgment of the Parties, aided by experienced legal counsel, supports the Settlement Agreement.

8. By agreeing to settle the Civil Action, TEP does not admit, and instead specifically denies, any and all wrongdoing and liability to the Class, Class Representative, and Class Counsel.

9. The Court finds that on March 21, 2025, TEP caused notice of the Settlement Agreement to be served on the appropriate state official for each state in which a Class member

resides, and the appropriate federal official, as required by and in conformance with the form and content requirements of 28 U.S.C. § 1715. *See* Notice of Service Under Class Action Fairness Act Dkt. 193 . In connection therewith, the Court has determined that, under 28 U.S.C. § 1715, the appropriate state official for each state in which a Class member resides was and is the State Attorney General for each such state, and the appropriate federal official was and is the Attorney General of the United States. Further, the Court finds it was not feasible for TEP to include on each such notice the names of each of the Class members who reside in each state and the estimated proportionate share of each such Class member to the entire Settlement Agreement as provided in 28 U.S.C. § 1715(b)(7)(A) therefore, each notice included a reasonable estimate of the number of Class members residing in each state and the value of the gross Settlement Amount. No appropriate state or federal official has entered an appearance or filed an objection to the entry of final approval of the Settlement Agreement. Thus, the Court finds that all requirements of 28 U.S.C. § 1715 have been met and complied with and, as a consequence, no Class member may refuse to comply with or choose not to be bound by the Settlement Agreement and this Court's Orders in furtherance thereof, including this Judgment, under the provisions of 28 U.S.C. § 1715.

10. In accordance with the Settlement Agreement, the Class Claims, and the counterclaim to the Class Claims, are hereby dismissed with prejudice, and any non-Class Claims are dismissed without prejudice. All Class members (a) are hereby deemed to have finally, fully, and forever conclusively released, relinquished, and discharged all of the Class Claims against the TEP Released Parties, and (b) are barred and permanently enjoined from, directly or indirectly, on any Class member's behalf or through others, suing, instigating, instituting, or asserting against

the TEP Released Parties any claims or actions on or concerning the Class Claims. Neither Party will bear the other Party's litigation costs, costs of court, or attorneys' fees.

11. Nothing in this Judgment shall bar any action or claim by Jolley Potter, the Class, or TEP to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

12. Neither the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as, or may be used as, evidence of or an admission or concession by TEP of any fault, wrongdoing, or liability whatsoever with respect to the claims and allegations in the Civil Action. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related thereto, and the Settlement Agreement itself, are not, and shall not be construed as, or deemed to be evidence of, an admission or concession by any of the Parties to the Settlement Agreement and shall not be offered or received as evidence in any action or proceeding by or against any party hereto in any court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of the Settlement Agreement between TEP and any Class member(s), the provisions of the Settlement Agreement, or the Judgment, or to seek an Order barring or precluding the assertion of Class Claims in any proceeding.

13. The allocation methodology is approved as fair, reasonable and adequate, and Class Counsel are directed to administer the Settlement Agreement accordingly.

14. The Court finds that Jolley Potter, TEP, and their Counsel have complied with the requirements of the Federal Rules of Civil Procedure as to all proceedings and filings in this Civil Action. The Court further finds that Jolley Potter and Class Counsel adequately represented the Class in entering into and implementing the Settlement Agreement.

15. Except as provided in the Settlement Agreement, neither TEP nor its Counsel shall have any liability or responsibility to Jolley Potter, Class Counsel, or the Class with respect to the gross Settlement Amount or its administration, including but not limited to any distributions made by the Escrow Agent. No Class member shall have any claim against Jolley Potter, Class Counsel, the Escrow Agent, or any of their respective designees or agents based on the distributions made substantially in accordance with the Settlement Agreement and other orders of the Court.

16. Any Class member who receives a distribution check that he she it is not legally entitled to receive is hereby ordered to either (a) pay the appropriate portion(s) of the distribution check to the person(s) entity(ies) legally entitled to receive such portion(s), or (b) return the distribution check uncashed to Class Counsel.

17. All matters regarding the administration of the Escrow Account and the taxation of funds in the Escrow Account or distributed from the Escrow Account shall be handled in accordance with the Settlement Agreement.

18. Any order approving or modifying any Distribution Schedule, the application by Class Counsel for an award of attorneys' fees or reimbursement of litigation expenses and administration, notice, and distribution costs shall be handled in accordance with the Settlement Agreement and the documents referenced therein.

19. In the event the Settlement Agreement is terminated as the result of a successful appeal of this Judgment or does not become Final and Non-Appealable in accordance with the terms of the Settlement Agreement for any reason whatsoever, then this Judgment and all orders previously entered in connection with the Settlement Agreement shall be rendered null and void and shall be vacated. The provisions of the Settlement Agreement relating to termination of the

Settlement Agreement shall be complied with, including the refund of amounts in the Escrow Account to TEP.

20. Without affecting the finality of this Judgment in any way, the Court (along with any appellate court with power to review the Court's orders and rulings in the Civil Action) reserves exclusive and continuing jurisdiction to enter any orders as necessary to administer the Settlement Agreement, including jurisdiction to determine any issues relating to the payment and distribution of the Net Settlement Amount, to issue additional orders pertaining to, *inter alia*, Class Counsels' request for attorneys' fees and reimbursement of reasonable litigation expenses and administration, notice, and distribution costs, and to enforce the Settlement Agreement and this Judgment. Notwithstanding the Court's jurisdiction to issue additional orders in this Litigation, this Judgment fully disposes of all claims that were certified by the Court as to the TEP Released Parties, with prejudice, and any non-Class Claims without prejudice, and is therefore a final appealable judgment. The Court further hereby expressly directs the Clerk of the Court to file this Judgment as a final order and final judgment in this Civil Action.

IT IS SO ORDERED this ____ day of _____, 2025.

Honorable Daniel D. Domenico
United States District Judge