

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

SOUTHLAND ROYALTY COMPANY
LLC,

Debtor.¹

Chapter 11

Case No. 20-10158 (KBO)

Ref. Docket No. 1493

AFFIDAVIT OF SERVICE

STATE OF CONNECTICUT)
) ss.:
COUNTY OF MIDDLESEX)

ANGHARAD BOWDLER, being duly sworn, deposes and says:

1. I am employed as Director of Client Services by Epiq Corporate Restructuring, LLC, with their principal office located at 777 Third Avenue, New York, New York 10017. I am over the age of eighteen years and am not a party to the above-captioned action.
2. On March 30, 2021, I caused to be served *a customized version of the* “First Supplemental Notice of (A) Executory Contracts and Unexpired Leases That May Be Assumed by the Debtor Pursuant to the Plan, (B) Cure Amounts, if Any, and (C) Related Procedures in Connection Therewith,” dated March 30, 2021, *related to Docket No. 1493*, a sample of which is annexed hereto as Exhibit A, by causing true and correct copies to be enclosed securely in separate postage pre-paid envelopes and delivered via first class mail to those parties listed on the annexed Exhibit B.

¹ The last four digits of the Debtor's United States federal tax identification number are 8522. The Debtor's mailing address is 400 West 7th Street, Fort Worth, Texas 76102.

3. All envelopes utilized in the service of the foregoing contained the following legend:
“LEGAL DOCUMENTS ENCLOSED. PLEASE DIRECT TO THE ATTENTION OF
ADDRESSEE, PRESIDENT OR LEGAL DEPARTMENT.”

/s/ Angharad Bowdler
Angharad Bowdler

Sworn to before me this
31st day of March, 2021

/s/ Amy E. Lewis

Notary Public, State of Connecticut

Acct. No. 100624

Commission Expires August 31, 2022

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

SOUTHLAND ROYALTY COMPANY LLC,

Debtor.¹

Chapter 11

Case No. 20-10158 (KBO)

Ref. Docket Nos. 1447, 1457 & 1462

Contract Objection Deadline: April 13, 2021 at 4:00 p.m. (ET)

FIRST SUPPLEMENTAL NOTICE OF (A) EXECUTORY CONTRACTS AND UNEXPIRED LEASES THAT MAY BE ASSUMED BY THE DEBTOR PURSUANT TO THE PLAN, (B) CURE AMOUNTS, IF ANY, AND (C) RELATED PROCEDURES IN CONNECTION THEREWITH

PLEASE TAKE NOTICE THAT on March 23, 2021, the United States Bankruptcy Court for the District of Delaware (the “**Court**”) entered an order (the “**Disclosure Statement Order**”): (a) authorizing Southland Royalty Company LLC (the “**Debtor**”), to solicit acceptances for the *Chapter 11 Plan of Southland Royalty Company LLC* (as modified, amended, or supplemented from time to time, the “**Plan**”);² (b) approving the *Disclosure Statement to the Chapter 11 Plan of Southland Royalty Company LLC* (the “**Disclosure Statement**”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation package (the “**Solicitation Package**”); (d) setting a hearing for the estimation of certain claims and (e) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this Notice because you may be a party to an executory contract or unexpired lease that is potentially to be assumed, assumed and assigned to the Purchaser, or assigned to the Purchaser in connection with the Sale Transaction envisioned by the Plan (collectively, the “***Proposed Assumed Contracts***”). A list of the Proposed Assumed Contracts to which you may be a party is attached hereto as **Exhibit A**. No later than 3 days prior to the Confirmation Hearing the Debtor shall file a notice that identifies the Proposed Assumed Contracts that it will seek to assume and/or assign at the Confirmation Hearing. The Debtor reserves the right to remove any Executory Contract or Unexpired Lease from the list of Proposed Assumed Contracts and reject such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until the later of: (i) Effective Date of the Plan and (ii) 10 days after the Court adjudicating any dispute related to a Proposed Assumed Contract.

PLEASE TAKE FURTHER NOTICE THAT the Debtor has investigated the current amounts owing under each Proposed Assumed Contract, and has listed beside each contract on

¹The last four digits of the Debtor's United States federal tax identification number are 8522. The Debtor's mailing address is 400 West 7th Street, Fort Worth, Texas 76102.

²Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Plan.

Exhibit A attached hereto the amount (the “*Cure Amounts*”) proposed to be paid upon any assumption and assignment of the Proposed Assumed Contracts. Payment of the Cure Amount will be in full satisfaction and settlement of all amounts outstanding and to cure all defaults under the Proposed Assumed Contracts.³

PLEASE TAKE FURTHER NOTICE THAT the Debtor provides information setting forth adequate assurance of the Purchaser’s future performance under the Proposed Assumed Contracts to be assumed and assigned to the Purchaser in accordance with section 365(f)(2)(B) of the Bankruptcy Code, and the Purchaser’s willingness to perform under the applicable Proposed Assumed Contract to be assumed and assigned to the Purchaser, as follows: Wamsutter E&P, LLC, is an indirect, wholly-owned subsidiary of The Williams Companies, Inc. (NYSE: WMB) (“*Williams*”). Headquartered in Tulsa, Oklahoma, Williams is an investment grade Fortune 500 corporation with operations across the natural gas value chain, including gathering, processing, interstate transportation, and storage of natural gas and natural gas liquids. Williams owns and operates more than 30,000 miles of pipelines system-wide and handles approximately 30 percent of the nation’s natural gas volumes. If you would like further information about Williams, we invite you to review Williams’ most recent Annual Report available at: <https://investor.williams.com/earnings-and-reports/quarterly-earnings-and-annual-reports/default.aspx>. Should you have questions about Williams or your contractual relationship going forward, please contact Ty Peck at ty.peck@williams.com.

PLEASE TAKE FURTHER NOTICE THAT, to the maximum extent permitted by law, including without limitation sections 363(f), 365(f), 1123(a)(5) and 1123(b)(4) of the Bankruptcy Code, the agreements and leases to be assumed by the Reorganized Debtor or assumed and assigned to the Purchaser on the Effective Date will be free and clear of all liens, claims and interests as provided in the Plan, and without giving effect to any right that conditions or limits the assignment of such agreement or instrument.

PLEASE TAKE FURTHER NOTICE THAT any party asserting the right to consent to the assumption or assignment of any Contract or Lease or any other agreement or instrument that is to be assigned or transferred to the Purchaser, including preferential purchase or consent rights, that fails to object to such assumption, assignment, or transfer shall be deemed to consent to such assumption, assignment, or transfer pursuant to sections 363(f) and 365(c) of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE THAT assumption (or assumption and assignment) of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the assignment, change in control or ownership interest composition or any bankruptcy-related defaults, arising under any assumed (or

³Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the list of Proposed Assumed Contracts, nor anything contained in the Plan or each Debtor’s schedules of assets and liabilities, shall constitute an admission by the Debtor that any such contract or lease is in fact an Executory Contract or Unexpired Lease, any liability is owing thereunder, or such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Some of the instruments on Exhibit A may be real property interests and not executory contracts pursuant to applicable bankruptcy and nonbankruptcy law. The Debtor reserves all rights regarding the particular legal characteristics of any instrument, including whether any such instrument is executory, constitutes a contract, real property or other interest, or whether and to what extent it is governed by section 365 of the Bankruptcy Code.

assumed and assigned) Executory Contract or Unexpired Lease at any time before the date that the Debtor assumes or assumes and assigns such Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE THAT all objections to the (a) assumption, assumption and assignment, assignment, or Cure Amount for the Proposed Assumed Contracts or (b) provision of adequate assurance of future performance pertaining to the Purchaser, must be filed with the Court and served on the Objection Notice Parties (as defined below) (a “***Contract Objection***”). Any Contract Objection shall: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules of the Court; (c) be filed with the Clerk of the Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, on or before **April 13, 2021 at 4:00 p.m. Eastern Time** (the “***Contract Objection Deadline***”), *provided that* assumption of any Proposed Assumed Contracts for which any Assumption Notice was filed and served after May 5, 2021 shall not be considered at the Confirmation Hearing, and Counterparties shall file and serve any Contract Objections regarding such Proposed Assumed Contracts within fourteen days after service of such Assumption Notice; (d) be served by mail or email, so as to be actually received on or before the Contract Objection Deadline, upon the Objection Notice Parties; and (e) state with specificity the grounds for such Contract Objection, including, without limitation, the fully liquidated cure amount and the legal and factual bases for any unliquidated cure amount that the Counterparty believes is required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code for the Proposed Assumed Contract, along with the specific nature and dates of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto.

PLEASE TAKE FURTHER NOTICE THAT the “***Objection Notice Parties***” are: (i) counsel to the Debtor, (a) Shearman & Sterling LLP, (x) 2828 N. Harwood Street, Suite 1800, Dallas, Texas 75201 (Attn: C. Luckey McDowell and Ian E. Roberts (emails: luckey.mcdowell@shearman.com and ian.roberts@shearman.com)) and (y) 599 Lexington Avenue, New York, New York 10022 (Attn: Sara Coelho and Jonathan Dunworth (emails: sara.coelho@shearman.com and jonathan.dunworth@shearman.com)) and (b) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Wilmington, Delaware 19801 (Attn: M. Blake Cleary, Sean M. Beach, Elizabeth S. Justison and S. Alexander Faris (emails: mbcleary@ycst.com, sbeach@ycst.com, ejustison@ycst.com; and afaris@ycst.com)); (ii) counsel to the Committee (a) Baker Botts L.L.P., 2001 Ross Avenue, Suite 900, Dallas, Texas 75201 (Attn: James R. Prince and Kevin Chiu (emails: jim.prince@bakerbotts.com and kevin.chiu@bakerbotts.com)); and (b) Fox Rothschild LLP, 919 North Market Street, Suite 300, Wilmington, Delaware (Attn: Thomas M. Horan and Seth A. Niederman (emails: thoran@foxrothschild.com and sniederman@foxrothschild.com)); (iii) counsel to the DIP Agent and Prepetition RBL Agent, (a) Willkie Farr & Gallagher LLP, (x) 787 Seventh Avenue, New York, New York 10019 (Attn: Ana Alfonso (email: aalfonso@willkie.com)) and (y) 600 Travis Street, Houston, Texas 77002 (Attn: Jennifer Hardy (email: jhardy2@willkie.com)) and (b) Richards, Layton & Finger, PA, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John Knight and Amanda Steele (emails: knight@rlf.com and steele@rlf.com)), (iv) counsel to the Purchaser, Porter Hedges LLP, 1000 Main Street, 36th Floor, Houston, Texas 77002 (Attn: Eric M. English (email: eenglish@porterhedges.com)); (v) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Linda Casey, Esq. (email: linda.casey@usdoj.gov)); and (vi) counsel to the United States, Daniel J. Martin, 1100 L St. NW, Washington, D.C. 20005 (daniel.martin@usdoj.gov).

PLEASE TAKE FURTHER NOTICE THAT the Debtor will seek to assume the Proposed Assumed Contracts that have been selected by the Debtor, assume and assign, or assign to the Purchaser the Proposed Assumed Contracts that have been selected by the Purchaser (collectively, the “*Designated Contracts*”) at the hearing at which the Court will consider Confirmation of the Plan (the “*Confirmation Hearing*”), which will commence on **May 12, 2021 at 10:00 a.m. Eastern Time**, or at such other time or method (including via Zoom) as the Court determines, before the Honorable Karen B. Owens in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801. The Confirmation Hearing may be adjourned by the Debtor from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court or by filing a hearing agenda or notice on the docket of the Debtor’s chapter 11 case.

If additional executory contracts or unexpired leases of the Debtor are determined to be Proposed Assumed Contracts, as soon as practicable thereafter, the Debtor will file with the Court and serve, by overnight delivery, on the counterparties an Assumption Notice, and counterparties to the Proposed Assumed Contracts on such Assumption Notice shall be required to file and serve any Contract Objections by the earlier of: (a) fourteen days after service of the Assumption Notice on such counterparties and (b) two hours before the commencement of the Confirmation Hearing, *provided that* any Assumption Notice filed after May 5, 2021 shall not be considered at the Confirmation Hearing.

If no Contract Objection is timely received with respect to a Proposed Assumed Contract or a Designated Contract: (a) the counterparty to such Designated Contract will be deemed to have consented to the assumption by the Debtor and, as applicable, assignment to the Purchaser of the Designated Contract, and be forever barred from asserting any objection with regard to such assumption and assignment (including, without limitation, with respect to adequate assurance of future performance by the Purchaser, as applicable); (b) any and all defaults under the Designated Contract and any and all pecuniary losses related thereto will be deemed cured and compensated pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code; and (c) the Cure Amount for such Designated Contract will be controlling, notwithstanding anything to the contrary in such Designated Contract, or any other related document, and the counterparty will be deemed to have consented to the Cure Amount and will be forever barred from asserting any other claims related to such Designated Contract and arising before assumption against the Debtor and its estate or the Purchaser, or the property of either of them.

To the extent that the parties are unable to consensually resolve any Contract Objection prior to the commencement of the Confirmation Hearing, including any dispute regarding the cure amount required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code (any such dispute, a “*Cure Dispute*”), such Contract Objection will be adjudicated at the Confirmation Hearing or at such other date and time as may be determined by the Debtor or fixed by the Court; *provided, however*, that if the Contract Objection relates solely to a Cure Dispute, the Designated Contract may be assumed by the Debtor and assigned to the Purchaser, provided that the cure amount that the counterparty asserts is required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code (or such lower amount as agreed to by the parties) is deposited in a segregated account by the

Debtor or the Purchaser pending adjudication or consensual resolution of the Cure Dispute.

If additional executory contracts or unexpired leases of the Debtor are determined to be Designated Contracts after the deadline for having such assumption or assignment considered at the Confirmation Hearing, the Debtor will file with the Court and serve, by overnight delivery, on the counterparties, an Assumption Notice, and such counterparties will file any Contract Objections not later than fourteen (14) days after the date of such service. If no Contract Objection is timely received, the Debtor will be authorized to assume and assign such Designated Contracts to the Purchaser without further notice to creditors or other parties in interest and without the need for further order of the Court, and such assumption and assignment shall be subject to the terms of the Confirmation Order.

PLEASE TAKE FURTHER NOTICE THAT any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption and cure amount.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Epiq Corporate Restructuring, LLC, the notice and claims agent retained by the Debtor in this chapter 11 case (the “*Notice and Claims Agent*”), by: (a) calling the Notice and Claims Agent at (866) 977-0768 (U.S./Canada) or (503) 520-4489 (International); (b) writing to southlandinfo@epiqglobal.com; or (c) writing to Southland Royalty - Ballot Processing, c/o Epiq Corporate Restructuring, LLC, 10300 S.W. Allen Boulevard, Beaverton, OR 97005. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtor’s restructuring website, <https://dm.epiq11.com/case/southland/dockets>, or for a fee via PACER at <https://www.pacer.gov/>.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE NOTICE AND CLAIMS AGENT.

Dated: March 30, 2021
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ S. Alexander Faris

M. Blake Cleary (No. 3614)
Sean M. Beach (No. 4070)
Elizabeth S. Justison (5911)
S. Alexander Faris (No. 6278)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: mbcleary@ycst.com
sbeach@ycst.com
ejustison@ycst.com
afaris@ycst.com

-and-

SHEARMAN & STERLING LLP

C. Luckey McDowell (admitted *pro hac vice*)
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New York, NY 10022
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jonathan.dunworth@shearman.com

Co-Counsel to the Debtor and Debtor in Possession

EXHIBIT A

Proposed Assumed Contracts

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EXHIBIT A-5 - SURFACE USE AGREEMENTS

#	Counterparty	Contract type	Contract description	State	County	SEC	TWN	RNG	Assignee	Cure Amount
199	ECHO SPRINGS ROAD MAINT AMOCO PRODUCTION CO	redacted	Contract ID: redacted Effective Date: redacted Expiration Date: redacted	redacted	redacted	redacted			Purchaser	

redacted

EXHIBIT B

Claim Name	Address Information
AMOCO PRODUCTION CO	1670 BROADWAY DENVER CO 80202
ANADARKO LAND CORP	PO BOX 1330 HOUSTON TX 77251-1330
ANADARKO LAND CORP	1099 18TH ST, STE 1800 DENVER CO 80202
ANADARKO LAND CORP	1201 LAKE ROBBINS DR THE WOODLANDS TX 77380
ANADARKO LAND CORP F/K/A RME LAND CORP	PO BOX1330 HOUSTON TX 77251-1330
ANDERSON, CINDY	3106 MORNINGSIDE RD RAPID CITY SD 57702
ANDERSON, CINDY	PO BOX 1762 RAPID CITY SD 57709
ANDREW PEROULIS	P O BOX 683 CRAIG CO 81625
ANDREW PEROULIS	707 ROSE ST CRAIG CO 81625
ANDREW PEROULIS	PO BOX 683 CRAIG CO 81625
ANDY CAMARA	15 POPPY ST CASPER WY 82604-3813
ANTONE AND CECELIA FERNANDEZ JR LIVING	TRUST ATTN CECELIA FERNANDEZ 1443 HARRIET ST CAMPBELL CA 95008
BAR X SHEEP COMPANY GL 3 7319	812 BUSHNELL AVE ROCK SPRINGS WY 82901
BAR X SHEEP COMPANY GL 3 7319	PO BOX 188 ROCK SPRINGS WY 82902
BASIN LAND COMPANY LIMITED PARTNERSHIP	1927 HARBOR BLVD, #387 COSTA MESA CA 92627
BASIN LAND COMPANY LP	ATTN DOUG CAFFEE 4533 MACARTHUR BLVD, STE 705A NEWPORT BEACH CA 92660
BASIN LAND COMPANY LP	1927 HARBOR BLVD, #387 COSTA MESA CA 92627
BENNETT, RICHARD & KATHLEEN	16249 MUSTANG DR SPRINGVILLE CA 93265
BILL PECK	111 W 29TH ST CHEYENNE WY 82001
BILL PECK	1111 W 29TH ST CHEYENNE WY 82001
BP AMERICA PROD CO	2010 AFTON PL FARMINGTON NM 87401
BRANDEN NETHKEN	9216 CAMPUS GLEN DR NE LACY WA 98516
BRIAN K SMITH ET AL	653 RAID CIRCLE ROCK SPRINGS WY 92901
CAHILL INVESTMENT COMPANY LTD	9408 DOUBLE R BLVD, STE B RENO NV 89521
CAROLYN R HARSHA	PO BOX 472 FORT BRIDGER WY 82933
CHARLES B CAHILL	PO BOX 2022 BOULDER CO 80302
CHARLES B CAHILL	PO BOX 8769 ASPEN CO 81611
CHILTON LAND AND LIVESTOCK INC	
CLARENCE WALLACE	47600 LYON MILL CITY DR LYON OR 97358
CLEV-JCK	BOX 1762 RAPID CITY SD 57709
CLEV-JCK	1335 PONDEROSA PL RAPID CITY SD 57701
CLEV-JCK	PO BOX 70 GLENBROOK NV 89413
CLIFTON L ADAMS II	1206 OSAGE DR RICHARDSON TX 75080
CLIFTON L ADAMS II	1206 OSAGE DR RICHARDSON TX 75080
COLORADO INTERSTATE GAS COMPANY	ATTN LAND DEPT 2 N NEVADE AVE COLORADO SPRINGS CO 80903
COLORADO INTERSTATE GAS COMPANY	ATTN MARY E EDWARDS, ADMIN GAS DIVISION ORDERS PO BOX 1087 COLORADO SPRINGS CO 80944
COLORADO INTERSTATE GAS COMPANY	PO BOX 1087 COLORADO SPRINGS CO 80944
CORA LEE WALSH	PO BOX 226 VALLEY SPRINGS CA 95252
CRYSTAL SOLUTIONS LLC	507 IVONSON ST LARAMIE WY 82070
DEER CREEK RANCH INC	ATTN GEORGE W PINGETZER, PRES 112 MISSOURI VALLEY RD SHOSHONI WY 82649
DEVON ENERGEY PRODUCTION CO	20 N BROADWAY, STE 1500 OKLAHOMA CITY OK 73102-8260
DEVON ENERGY PRODUCTION COMPANY	10 N BROADWAY OKLAHOMA CITY OK 73102
DIANE M SAPOUNAKIS	PO BOX 3633 LAGUNA HILLS CA 92654
DIANE SAPOUNAKIS	PO BOX 3633 LAGUNA HILLS CA 92654
DIANE SAPOUNAKIS	PO BOX 3633 LAGUNA HILLS CA 92654
DOM ECHEVERRIA ESTATE	C/O THE FIRST NATIONAL BANK OF GREELEY PO BOX 1058 GREELEY CO 80632
DOMINGO ECHEVERRIA TRUST	C/O WELLS FARGO BANK NA 1740 BROADWAY ST C7300-07E DENVER CO 80274
DOMINGO ECHEVERRIA TRUST	1025 9TH AVE PO BOX 1748 GREELEY CO 80632

Claim Name	Address Information
DOMINGO ECHEVERRIA TRUST	877 WEST MAIN STREET, 11TH FLOOR BOISE ID 83701
DOMINGO ECHEVERRIA TRUST	C/O NORTHWEST BANK GREELY NA 1025 9TH AVE GREELEY CO 80631
DON ECHEVERRIA ESTATE, THE	C/O THE FIRST NATIONAL BANK OF GREELEY CO PO BOX 1058 GREELEY CO 80631
DONALD E ADAMS AND VERNA RENEE ADAMS	PO BOX 159 WAMSUTTER WY 82366
DONALD E ADAMS AND VERNA RENEE ADAMS	PO BOX 159 WAMSUTTER WY 82366
EARL J GORMAN AND BETTE JO GORMAN	283 STONEGATE CLARENDON HILLS IL 60514
EARL SAULET JR	2453 BLANCHARD ROAD CAMARILLO CA 93010
ECHO SPRINGS LLC	ATTN DAVE MORGAN PO BOX 622 SARATOGA WY 82331
ELZA EVERSOLE	1003 ADAMS AVE ROCK SPRINGS WY 82901
ENERGY ENTERPRISES	PO BOX 1762 RAPID CITY SD 57709
ENERGY ENTERPRISES	C/O LYLE HEATH 1335 PONDEROSA RAPID CITY SD 57701
ERLAND L STENBERG	4691 CHILENO VALLEY RD PETALUMA CA 94952
ESTATE OF SCOTT FRASER COEN	SUELLEN ANN COEN, CO-PER REP 121 SIENA LAGUNA NIGUEL CA 92677
FETERL FAMILY LLC	8470 COUNTRYSIDE BLVD RAPID CITY SD 57702
FETERL PROPERTIES	429 N PECK ST SALEM SD 57058
FORTIFICATION ROCKS LLC	555 TAYLOR STREET CRAIG CO 81625-0000
GARY BONOMO	1310 LIBERTY DR ROCK SPRINGS WY 82901
GRAEBERT, JERRY A AND BARBARA	1680 BLAIR AVE, #58 ROCK SPRINGS WY 82901
HAROLD G CHURCH	21930 ROSEWOOD TERRACE LEXINGTON PARK MD 20653
HARRY SWARTZ	PO BOX 1722 BAKERSFIELD CA 93302-1722
HEATH LAND AND ENERGY	PO BOX 1762 RAPID CITY SD 57709
HEATH LAND AND ENERGY	1335 PONDEROSA PLACE RAPID CITY SD 57709
HEATH LAND AND ENERGY	ATTN KATHLEEN HEATH HANLEY PO BOX 1762 RAPID CITY SD 57709
HEATH LAND AND ENERGY LLP	PO BOX 1762 RAPID CITY SD 57709
HEATH, LYLE & VELVA	1335 PONDEROSA PL RAPID CITY SD 57701
HOFFMAN, WAYNE AND ANGELA	PO BOX 96 HANNA WY 82327-0096
HOFFMAN, WAYNE SR	PO BOX 96 HANNA WY 82327-0096
HOFFMAN, WAYNE SR	PO BOX 96 HANNA WY 82327-0096
IRA REPPERT JR ET VIR	344 INTERSTATE LN CROSSVILLE TN 38555
JACK JONES	PO BOX 772 ARTESIA NM 88210
JED ENTERPRISES LLC	1993 DEWAR DR, #1-253 ROCK SPRINGS WY 82901-5780
JERRY A GRAEBERT ET UX	P O BOX 902 BLOOMFIELD NM 87413
JERRY E KROMREY	655 FAIR OAKS AVE, APT L110 SUNNYVALE CA 94086
JOHN ARTHUR DZIEGIEL	3292 MCKEE RD MERCED CA 95340
JOHN ARTHUR DZIEGIEL	3292 MCKEE RD MERCED CA 95340
JOHN DZIEGIEL	3292 MCKEE RD MERCED CA 95340-1770
JOHN DZIEGIEL	3292 MCKEE RD MERCED CA 95340-1770
JOHN HATCHER JR	PO BOX 56 HULL TEXAS TX 77564-0056
JOHN PEROULIS AND SONS ET AL	PO BOX 1015 CRAIG CO 81626
JOHN PEROULIS AND SONS ET AL	1006 RANNEY ST CRAIG CO 81625
KEN CAMPBELL	HC 002, BOX 107 ADEL GA 31620
KENNETH V BELL JR	1836 SENECA LEAVENWORTH KS 66048
KENNETH V BELL JR	A/K/A BELL, KENNETH VICTOR
L STUART AND EDNA M QUEALY	417 1 ST RAWLINS WY 82301
L STUART AND EDNA M QUEALY	417 1ST ST PO BOX 1770 RAWLINS WY 82301
L STUART AND EDNA M QUEALY	PO BOX 517 RAWLINS WY 82301
L STUART QUEALY AND EDNA M QUEALY	417 1 ST RAWLINS WY 82301
LAMBERT W HOLLAND (ROW)	C/O LAMBERT HOLLAND, TRUSTEE 120 S ALLCOTT ST CHAMBERLAIN SD 57325
LAMBERT W HOLLAND TRUST	C/O LAMBERT HOLLAND, TRUSTEE 120 S ALLCOTT ST CHAMBERLAIN SD 57325

Claim Name	Address Information
LATHAM ROAD MAINT AMOCO PRODUCTION CO	
LAWRENCE STUART QUEALY REVOCABLE TRUST	DTD 10-27-94 ATTN LAWRENCE STUART QUEALY PO BOX 1770 RAWLINS WY 82301
LAWRENCE STUART QUEALY REVOCABLE TRUST A	C/O STUART QUEALY, TRUSTEE 417 FIRST ST RAWLINS WY 82301
LAWRENCE STUART QUEALY REVOCABLE TRUST A	C/O LAWRENCE STUART QUEALY PO BOX 1770 RAWLINS WY 82301
LAZY Y S RANCH	C/O PETERSON AGRI-MGMT ATTN DON LINDAUER 801 8TH ST, STE 220-E GREELEY CO 80631
LAZY Y S RANCH	ATTN DAVID W ECHEVERRIA, ATTORNEY IN FACT PO BOX 278 WICKENBURG AZ 85358
LAZY Y S RANCH	ATTN WAYNE ROZDOLSKI 5134 N CENTRAL AVE, STE 203 PHOENIX AZ 85012
LAZY Y S RANCH	PO BOX 1943 JACKSON WY 83001
LEE P GANN AKA PAUL T GANN	413 S NEW AVE, STE 28 MONTEREY PARK CA 91755
LEON FETERL (ROW)	BOX 456 SALEM SD 57058
LEON FETERL (ROW)	300 E LIGHTNER, BOX 456 SALEM SD 57058
LEON FETERL (ROW)	429 N PECK SALEM SD 57058
LEON G FETERL LIVING TRUST (ROW)	8470 COUNTRYSIDE BLVD RAPID CITY SD 57702
LEV GOUKASSIAN	720 HILL ST, APT A SANTA MONICA CA 90405-4435
LINDA LEMP	20 MARIGOLD ST CASPER WY 82604
LIVING TRUST OF LAWRENCE QUEALY	PO BOX 1770 RAWLINGS WY 82301
LYLE HEATH ET AL	1335 PONDEROSA PL RAPID CITY SD 57701
LYLE HEATH ET AL	PO BOX 1762 RAPID CITY SD 57709
MARK GARWICK	10654 SHARP BLVD GULFPORT MS 39503-4521
MARVIN D KILLIAN	PO BOX 315 WAMSUTTER WY 82336
MARVIN D KILLIAN	PO BOX 51 WAMSUTTER WY 82336
MARY M ADAMS REVOCABLE TRUST	285 SIERKS ST COSTA MESA CA 92627
MATTHEW TIBBE	511 WEEKS AVE MANORVILLE NY 11949
METCALF, EDWARD L	PO BOX 24 208 CEDAR CT JEFFREY CITY WY 82310
MICHAEL BURGESS	2420 S TAYLORSVILLE DECATUR IL 62521
MICHAEL T TARBOX ET UX	10058 SAN MIGUEL CT FOUNTAIN VALLEY CA 92708
MIMOSA TUMANG	1517 CHEYENNE WAY REDLANDS CA 92373
NANCY PATTERSON	1901 GAIL ST NEWTON NC 28658
NEIL MCCANDLESS ET AL	PO BOX 455 CRAIG CO 81626
NICKEL/JONES INC	ATTN JACK JONES PO BOX 1419 POLSON MT 59860
ODBERT, DOMINIC	4724 T ST SACRAMENTO CA 95819-4746
PATRICIA J SMITH ET AL	44718 PALM VISTA LANCASTER CA 93535
PATRICIA J SMITH ET AL	2010 WEST AVE K BOX 454 LANCASTER CA 93536
PH LIVESTOCK COMPANY	ATTN NIELS HANSEN PO BOX 937 RAWLINS WY 82301
PH LIVESTOCK COMPANY	ATTN NIELS HANSEN PO BOX 937 RAWLINS WY 82301
QEP ENERGY CO	1050 17TH ST, STE 800 DENVER CO 80265
QEP ENERGY COMPANY	600 12TH ST, STE 300 GOLDEN CO 80401
QUEALY PROPERTIES LLC	ATTN EDNA M QUEALY PO BOX 1770 RAWLINS WY 82301
QUEALY PROPERTIES LLC	PO BOX 248 ROCK RIVER WY 82083
QUEALY PROPERTIES LLC	C/O REED SMITH LLP ATTN BRADLEY PURCELL 2501 N HARWOOD ST, STE 1700 DALLAS TX 75201
QUEALY PROPERTIES LLC	ALICE P SHAFFER PO BOX 248 ROCK RIVER WY 82083
R AND M FETERL LLP	210 E DRAKE SALEM SD 57058
R AND M FETERL LLP	210 E DRAKE SALEM SD 57058
R AND M FETERL PROPERTIES ET AL	210 E DRAKE SALEM SD 57058
R AND M FETERL PROPERTIES ET AL	429 N PECK ST SALEM SD 57058
R&M FETERL PROPERTIES LLP (ROW)	46733 MEADOWLARK LANE SIOUX FALLS SD 57107

Claim Name	Address Information
R&M FETERL PROPERTIES LLP (ROW)	46733 MEADOWLARK LANE SIOUX FALLS SD 57107
R&M FETERL PROPERTIES LLP (ROW)	210 E DRAKE SALEM SD 57058
REPPERT, IRA N JR & DEBORAH F	344 INTERSTATE LN CROSSVILLE TN 38555
RME LAND CORP	ATTN JAMES J O'MALLEY PO BOX 1330 HOUSTON TX 77251-1330
RME LAND CORP	F/K/A UNION PACIFIC LAND RESOURCES CORP PO BOX 3092 HOUSTON TX 77253-3092
ROBERT J BREWER AND GWENN D BREWER	PO BOX 5710 SALTON CITY CA 92275
ROCK SPRINGS GRAZING ASSOCIATION	PO BOX 247 ROCK SPRINGS WY 82901
ROCKY MOUNTAIN POWER	PO BOX 26000 PORTLAND OR 97256-0001
ROCKY MOUNTAIN POWER	2840 EAST YELLOWSTONE HIGHWAY CASPER WY 82609
ROCKY MOUNTAIN POWER	ATTN JOHN DELAVIGNE 5660 KATELLA AVE, STE 100 CYPRESS CA 90630
ROCKY MOUNTAIN POWER	ATTN THAYNE CRANFORD 1408 PACIFIC ST RAWLINS WY 82301
RODEWALD, DUANE & DEBORAH	PO BOX 1342 RAWLINS WY 82301
RUTH M LAMP	4810 CASS ST, APT 301 SAN DIEGO CA 92109
S AND H ENTERPRISES	4101 SW 10TH ST LOVELAND CO 80533
S AND H ENTERPRISES	PO BOX 1762 RAPID CITY SD 57701
SCOTT E COEN	PO BOX 8769 ASPEN CO 81611
SCOTT FRASER COEN	121 SIENA LAGUNA NIGUEL CA 92677-8632
SCOTT FRASER COEN	PO BOX 103 SOUTH LAGUNA CA 92677
SHARON ADAMS	3040 DONNYBROOK LN COSTA MESA CA 92626
SHARON L SERAFIN	14411 MACARTHUR AMARILLO TX 79118
SMITH, BRIAN K AND DARIN D	653 RAID CIRCLE ROCK SPRINGS WY 92901
STANLEY JOLLEY	PO BOX97 WAMSUTTER WY 82336
STATE OF COLORADO DEPARTMENT OF	TRANSPORTATION ATTN JO CUTHBERT 3803 N MAIN AVE, STE 100 DURANGO CO 81301
STATE OF COLORODO	
STATE OF WYOMING	400 WEST 7TH ST FORT WORTH TX 76102
STATE OF WYOMING	122 W 25TH ST, FL 3 W CHEYENNE WY 82002-0600
STATE OF WYOMING	122 W 25TH ST, FL 3 W CHEYENNE WY 82002-0600
STENBERG FAMILY 2005 TRUST	4691 CHILENO VALLEY RD PETALUMA CA 94952
STENBERG, ERLAND L	2622 CHERRY LN WALNUT CREEK CA 94597
STRATTON SHEEP COMPANY	ATTN CHARLIE JAURE PO BOX 321 RAWLINS WY 82301
STRATTON SHEEP COMPANY	C/O JOHN MACPHERSON ATTN CHARLIE JAURE 616 W BUFFALO RAWLINS WY 82301
STRATTON SHEEP COMPANY	400 W 7TH ST FORT WORTH TX 76102
SWANSON AND JOHNSON CO	ATTN PETER E JOHNSON PO BOX 2259 RAWLINS WY 82301
SWANSON AND JOHNSON CO	C/O T MICHAEL GOLDEN PO BOX 999 RAWLINS WY 82301
SWEETWATER LAND LLC	ATTN DIANE M SAPOUNAKIS PO BOX 3633 LAGUNA HILLS CA 92654-3633
SWEETWATER LAND LLC	PO BOX 3633 LAGUNA HILLS CA 92654-3633
SWEETWATER LAND LLC	PATRICK HOLSCHER 141 S CENTER, STE 500 CASPER WY 82601
TARBOX, MICHAEL T & MARION	2136 N JODY SANTA ANN CA 92705
TAYLOR, DAVID & MARY	3214 SAN CARLO AVE EVANS CO 80620-8936
THETA TECHNOLOGIES INC	479 CHARLOTTA AVE SE PALM BAY FL 32909
THOMAS MENDENHALL	1108 HEATHER CIRCLE CEDAR HILLS TX 75104
TOWN OF WAMSUTTER	ATTN MAYOR 231 MCCORMICK ST WAMSUTTER WY 82336
TOWN OF WAMSUTTER	PO BOX 6 WAMSUTTER WY 82336
UNION PACIFIC LAND RESOURC CORP	ATTN J J STEVENS 110 N 14TH ST, STE 1000 OMAHA NE 68102
UNION PACIFIC LAND RESOURCES	ATTN LEE H WAINSCOTT PO BOX 7 FORT WORTH TX 76102-0007
UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST OMAHA NE 68179
UNION PACIFIC RESOURCES COMPANY	PO BOX 7 FORT WORTH TX 76101-0007
WAMSUTTER TRAILER COURT LLC	PO BOX 67 WAMSUTTER WY 82336
WARREN ENERGY RESOURCES	9121 N PEARL ST STE 2000 DALLAS TX 75201-2493

Claim Name	Address Information
WARREN ENERGY RESOURCES	13430 NORTHWEST FWY, STE 1200 HOUSTON TX 77210-4777
WARREN ENERGY RESOURCES	2121 N PEARL ST STE 2000 DALLAS TX 75201-2493
WARREN P FAIRBROTHER	210 FIRST ST RAWLINS WY 82301
WEBER RANCH COMPANY	PO BOX 70 BAGGS WY 82321
WESTERN MINERALS LIMITED PARTNERSHIP	D/B/A ROCHELLE MINERALS LTD PARTNERSHIP ATTN KATHE JAURE PO BOX 996 RAWLINS WY 82301
WESTERN MINERALS LP	D/B/A ROCHELLE MINERALS LIMITED PARTNERSHIP 616 W DAFFSLO RAWLINS WY 82301
WESTERN MINERALS LP	PO BOX 7, MS 3407 FORT WORTH TX 76101-0007
WESTERN MINERALS LP	PO BOX 996 RAWLINS WY 82301
WESTERN MINERALS LP	KATHLEEN JAURE, PRESIDENT C/O ROCHELLE MANAGEMENT INC PO BOX 999 616 W BUFFALO ST RAWLINS WY 82301
WESTERN MINERALS LP	JOHN A COPPEDE C/O HICKEY & EVANS LLP 1800 CAREY AVE, STE 700 PO BOX 467 CHEYENNE WY 82003-0467
WESTERN MINERALS LP	ERICKA F JOHNSON C/O WOMBLE BOND DICKINSON US LLP 1313 N MARKET ST, STE 1200 WILMINGTON DE 19801
WILLIAM C CAHILL	PO BOX 8769 ASPEN CO 81611
WILLIAM C CAHILL	PO BOX 70 GLEN BROOK NV 89413
WILLIAM CAHILL	BOX 6557 INCLINE VILLAGE NV 89450
WILLIAM EICHER ET VIR	3009 HUNTMASTER CT BOWLING GREEN KY 42104-4622
WILLIAM R THURSTON FAMILY TRUST	C/O WILLIAM R THURSTON, TRUSTEE 1860 LINCOLN ST, STE 808 DENVER CO 80295
WILLIAM R THURSTON FAMILY TRUST	PO BOX 2080 DURANGO CO 81302
WYOMING GAME AND FISHING COMMISSION	
WYOMING OIL AND GAS CONSERVATION	COMMISSION PO BOX 2088 SANTA FE NM 87501
WYOMING OIL AND GAS CONSERVATION	COMMISSION
YATES PETROLEUM COMPANY	PO BOX 1908 12 LAYOS DR ROCK SPRINGS WY 82902-1908
YATES PETROLEUM CORPORATION	ATTN CODY J MOORE 105 SOUTH FOURTH ST ARTESIA NM 88210

Total Creditor count 214