

FILED

2000 JAN 22 AM 10:39

FLEESON, GOOING, COULSON & KITCH, L.L.C.  
1900 Epic Center  
301 N. Main  
Wichita, Kansas 67201-0997  
Telephone (316) 267-7361

KOLEEN ROSE KABEL  
CLERK OF THE DIST. COURT  
STEVENS CO., KS

IN THE TWENTY-SIXTH JUDICIAL DISTRICT  
DISTRICT COURT, STEVENS COUNTY, KANSAS  
CIVIL DEPARTMENT

OPAL LITTELL and CHERRY RIDER, )  
co-trustees of the Opal Littell )  
Family Trust, and BONNIE BEELMAN, )  
individually and as representative )  
plaintiffs on behalf of persons )  
or concerns similarly situated, )  
 )  
Plaintiffs, )  
v. )  
 )  
OXY USA INC., )  
 )  
Defendant. )

Case No. 98-CV-51

**AMENDMENT AND SUPPLEMENT  
TO PETITION**

COME NOW the Plaintiffs and Plaintiff Class, and pursuant to K.S.A. 60-215(a) and (d) and the Stipulation of Settlement between the parties, hereby supplement and amend their Petition to include the following:

1. For purposes of describing claims that are to be released pursuant to the Stipulation of Settlement for acts and omissions occurring prior to July 1, 2007, Plaintiffs and Plaintiff Class hereby amend and supplement the Petition herein, deemed filed on November 13, 1998, to include, in addition to those claims identified in the Petition, the following claims:

- a. Under the Leases, or under any legal or equitable theory, OXY USA Inc. ("OXY") should not have deducted Gathering Charges in calculating royalty, including but not limited to claims that OXY improperly deducted expenses incurred to produce gas from the Leases, to increase the amount of reserves ultimately recovered from the Leases and/or to increase the rate of production of gas produced from the Leases in calculating royalties paid to the Plaintiff Class, that OXY improperly deducted the cost of compressing gas produced from the Leases in calculating royalties paid to the Plaintiff Class, that OXY improperly deducted expenses incurred to make gas produced from the Leases marketable, to make the gas merchantable under K.S.A. 84-2-314 of the Uniform Commercial Code and/or to make the gas meet interstate pipeline specifications in calculating royalties paid to the Plaintiff Class, that OXY improperly deducted the same gathering charge to all members of the Plaintiff Class regardless of the location of the well on the Leases or the language of the applicable oil and gas lease, that the method of calculating royalty used by OXY was or is improper, and that OXY violated K.S.A. 55-1620 et seq.;
- b. OXY failed to use the proper starting point for calculation of royalty to the Plaintiff Class and/or used an improper formula in calculating the royalty paid on gas produced from the Leases to the Plaintiff Class;
- c. OXY has failed to make proper royalty payments to the Plaintiff Class in connection with any extracted liquid hydrocarbon or helium produced from the Leases;
- d. OXY has improperly deducted expenses it incurred either prior to or after the gas exits any gathering system;

- e. Deductions taken by OXY in calculating royalty owed to the Plaintiff Class were unreasonable in amount;
- f. OXY failed to pay the market value of the gas at the well to the Plaintiff Class for gas produced from the Leases but sold downstream of the lease and/or that OXY failed to pay the proper amount of royalty owed to the Plaintiff Class with respect to gas sold at the well from the Leases;
- g. OXY failed to pay pre-judgment interest attributable to underpayment of royalties owed to the Plaintiff Class for gas produced from the Leases under K.S.A. 16-201 *et seq.*, K.S.A. 55-1614 *et seq.*, and/or under any other legal or equitable theory;
- h. Under the Leases, or under any other legal or equitable theory, OXY should have, among other things, sold gas at a higher price, should have paid more royalties, should have sold a greater volume of gas, should have extracted additional liquids from gas that was or should have been produced, should have produced gas ratably, should have drilled and connected infill wells in the Hugoton Field in a timely manner, should have produced more underage, should have re-instated underage and produced such underage, should have extended any deadline to produce underage to prevent the permanent cancellation of underage by seeking amendment of any orders issued by the Kansas Corporation Commission, should have produced any underage to avoid permanent cancellation of underage, should have accounted for additional volumes of gas based on any differences in volumes recorded at meters located downstream from the well as compared to volumes recorded at meters located at the well and/or that gas produced from the Leases was improperly measured; and

i. OXY owes additional royalty, including any royalty in excess of the royalties paid on 100% of the index price with respect to the Gas Purchase Contract effective June 1, 2000 between OXY and OEMI and their respective successors and assigns.

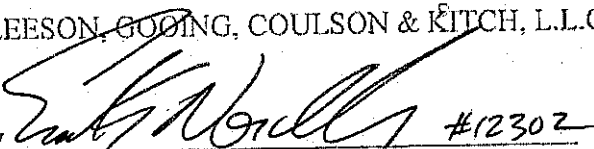
2. This amendment and supplement does not apply to, refer to, or seek any relief in connection with, any acts or omissions by OXY that may occur in the future unless specifically set forth in the Stipulation, and this amendment and supplement is not intended to make ineffective the Petition, except to the extent that the Petition is inconsistent or contrary to the language contained herein.

WHEREFORE, Plaintiffs and Plaintiff Class pray that their Petition be amended and supplemented in the manner described above.

Respectfully submitted,

FLEESON, GOOING, COULSON & KITCH, L.L.C.

By

 #12302  
Thomas D. Kitch, #07034  
Gregory J. Stucky, #09674  
David G. Seely, #11397  
301 North Main, Suite 1900  
Wichita, Kansas 67202  
Telephone (316) 267-7361

-and-

Erick E. Nordling  
KRAMER, NORDLING & NORDLING, L.L.C.  
209 East Sixth Street  
Hugoton, Kansas 67951  
Telephone (620) 544-4333

*Attorneys for Plaintiffs and Plaintiff Class*