

NM2 - 8

**GENERAL
CORRESPONDENCE
YEAR(S):**

2008-2010

TRANSFER OF PERMIT

FACILITY INFORMATION:

Surface Waste Management Facility Permit(s): NM-02-001 and NM-2-008

Legal Description: Section 31, Township 32 North, Range 8 West, NMPM, and
Section 26, Township 32 North, Range 9 West, NMPM

Location: San Juan County, New Mexico

RECEIVED
2008 SEP 22 AM 8 21

From: Company Name: Peoples Energy Production – TX, L.P.
Company Address: 909 Fannin Street, Suite 1300
Houston, Texas 77010

To: Company Name: Coronado Energy E&P Company, LLC
Company Address: 1099 18th Street, Suite 1900
Denver, CO 80128

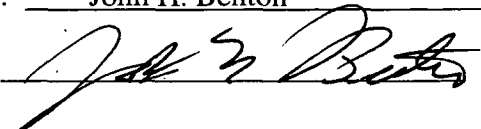
CERTIFICATION:

Coronado Energy E&P Company, LLC, by the officer whose signature appears below, accepts this permit and agrees to comply with all terms and conditions contained herein. Coronado Energy E&P Company, LLC further acknowledges that the Division for good cause shown as necessary to protect fresh water, human health, and the environment may change such terms and conditions administratively. The undersigned also attests to the fact that he or she understands 19.15.1.41 NMAC which states "Any person who conducts any activity pursuant to a permit, administrative order or other written authorization or approval from the division shall comply with every term, condition and provision of such permit, administrative order, authorization or approval."

Accepted:

Coronado Energy E&P Company, LLC

Print Name: John H. Benton

Signature: 

Title: VP, Western U.S.

Mailing Address: 1099 18th Street, Suite 1900, Denver, CO 80202

Contact Telephone Number: 303.291.6400

Date: 9/17/08

Permit #: NM-02-001 and NM-2-008

Jones, Brad A., EMNRD

From: Norek, Marnie T [Marnie.Norek@ElPaso.com]
Sent: Wednesday, September 17, 2008 10:28 AM
To: Jones, Brad A., EMNRD
Subject: FW: Request for Coronado Energy Run Statements
Attachments: Certif Delaware.pdf; Certif Del; aware 1 v.2 Certificate of Amendment - CEEPCLLC-DE.pdf; Assignment of PEP-Coronado entities to EPC.pdf; Assignment - EPC to EPE&P.pdf

Marnie T. Norek
Production Analyst - Onshore Western
Email: marnie.norek@elpaso.com
Direct: (303) 291-6435
FAX: (303) 291-6468

From: Stallones, Kyle D
Sent: Wednesday, September 17, 2008 8:56 AM
To: Patt.Wolfe@wnr.com
Cc: Rice, Kimberly C (Kim); Norek, Marnie T
Subject: RE: Request for Coronado Energy Run Statements

Pat,
 We are Coronado.

The following explains this acquisition:

El Paso E&P Company, L.P. has acquired the former Peoples Energy Production entities, including Peoples Energy Production - Texas, L.P. This occurred as follows:

Peoples Energy Production - Texas, L.P. owned the interests in the contracts and leases prior to this deal. Peoples Energy Production - Texas, L.P. still owns the interests in the contracts and the leases after the deal, but Peoples Energy Production - Texas, L.P. has changed its name to Coronado Energy E & P Company, L.L.C. We later corrected it to take out the spaces in "E & P." Attached are the name change certificates on that.

El Paso has acquired the parent of Coronado Energy E&P Company, L.L.C. (CEE&P), as follows:

On September 28, 2007 El Paso E&P Company L.P. (El Paso) had purchased Coronado Energy Production (CEP) (formerly known as Peoples Energy Production Company) under a like kind exchange arrangement, under which EPC Holdings 756 LLC acted as an exchange accommodation titleholder (EAT) to hold title to CEP on El Paso's behalf during the six month Like Kind Exchange (LKE) period. See attached the assignment of the membership interests in CEP to the EAT. El Paso controlled the operations of the Coronado entities during the LKE period, under the relevant agreements. This equity acquisition automatically included CEP's subsidiaries.

Thereafter, we closed out that LKE arrangement, whereupon El Paso directly took title to the membership interests in CEP, from the EAT. Attached is the assignment accomplishing that change.

The next step will be that we likely will eventually have the Coronado entities merge up into El Paso. The timing of that isn't certain yet, but it may be sometime during the next few months.

10/1/2008

At the time of the acquisition, CEP owned Coronado Energy Production Operating (CEPO) and Coronado Energy Production Partners (CEPP). CEPO owned 1 percent in CEE&P, and CEPP owned 99 percent in CEE&P. The same corporate structure applies still today, with El Paso now owning CEP.

If you still have questions, please have your attorney give me a call.
Thank you.

Kyle Stallones
Senior Counsel
Coronado Energy E&P Company, L.L.C.
713 420 1275

From: Norek, Marnie T
Sent: Wednesday, September 17, 2008 9:24 AM
To: Stallones, Kyle D
Subject: FW: Request for Coronado Energy Run Statements

Marnie T. Norek
Production Analyst - Onshore Western
Email: marnie.norek@elpaso.com
Direct: (303) 291-6435
FAX: (303) 291-6468

From: Wolfe, Patt [mailto:Patt.Wolfe@wnr.com]
Sent: Friday, September 12, 2008 4:26 PM
To: Norek, Marnie T
Subject: RE: Request for Coronado Energy Run Statements

Thanks for the attached documents, some of which I already had. The problem is that none of them show the legal relationship between Coronado and El Paso E & P; they all refer to Peoples Energy Production and Coronado. Even the "Notice of change of name" states that El Paso indirectly acquired Coronado Energy, but there is no legal documentation showing both names or their relationship; And since our contract is with Coronado, until I have some legal documentation showing the relationship between El Paso E & P and Coronado, I can not release anything.

Sorry about that!

Patt Wolfe
Sr. Analyst, Raw Materials
Western Refining
23733 N. Scottsdale Rd
Scottsdale, AZ 85255
Phone: 480-502-6642
Fax : 480-585-8893
patt.wolfe@wnr.com
www.wnr.com

From: Norek, Marnie T [mailto:Marnie.Norek@ElPaso.com]

10/1/2008

Sent: Friday, September 12, 2008 1:54 PM
To: Wolfe, Patt
Subject: RE: Request for Coronado Energy Run Statements

Marnie T. Norek
Production Analyst - Onshore Western
Email: marnie.norek@elpaso.com
Direct: (303) 291-6435
FAX: (303) 291-6468

From: Wolfe, Patt [mailto:Patt.Wolfe@wnr.com]
Sent: Friday, September 12, 2008 2:47 PM
To: Norek, Marnie T
Subject: Request for Coronado Energy Run Statements

Per our conversation earlier today, we can not provide copies of Run Statements for Coronado Energy until we receive approval from Coronado or until we received approved documentation indicating that there has been a change of ownership from Coronado Energy to El Paso Exploration and Production.

I understand that you are interested in Run Statements back to November 2007. Once we have the required documentation, I will be more than happy to fax or email the run statements to you.

Patt Wolfe
Sr. Analyst, Raw Materials
Western Refining
23733 N. Scottsdale Rd
Scottsdale, AZ 85255
Phone: 480-502-6642
Fax : 480-585-8893
patt.wolfe@wnr.com
www.wnr.com

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**ASSIGNMENT AND ASSUMPTION AGREEMENT FOR LIMITED LIABILITY
COMPANY INTERESTS IN CORONADO ENERGY PRODUCTION, L.L.C.**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made this 25th day of March, 2008 between **EPC HOLDINGS 756 LLC**, a Washington limited liability company ("Assignor"), and **EL PASO E&P COMPANY, L.P.**, a Delaware limited partnership ("Assignee").

WITNESSETH

WHEREAS, Assignor is the sole member of **CORONADO ENERGY PRODUCTION, L.L.C.**, a Delaware limited liability company (the "LLC") and owns all of the LLC's outstanding membership interests (the "LLC Interests") in accordance with and as shown in the Amended and Restated Limited Liability Company Operating Agreement of **CORONADO ENERGY PRODUCTION, L.L.C.** dated September 25, 2007, a copy of which is attached hereto as Exhibit A (the "Operating Agreement"); and

WHEREAS, pursuant to that certain Qualified Exchange Accommodation Agreement dated September 28, 2007 (the "QEA Agreement") to which Assignor and Assignee are parties, the Assignee has notified Assignor to transfer the LLC Interests to Assignee.

NOW THEREFORE, in consideration of the mutual premises herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. Assignment. In consideration for the payment of the "Purchase Price" (as determined under the QEA Agreement), Assignor hereby transfers and assigns to Assignee the LLC Interests and all right, title and interest which Assignor has under the provisions of the Operating Agreement, or in and to any of the LLC's assets.

2. Representations. Assignor represents, warrants and covenants to Assignee as follows:

(a) The LLC Interests being transferred hereunder constitute (i) one hundred percent (100%) of the membership interests of the LLC and no other person or entity has any interest in the LLC and (ii) the entire interest of the Assignor in the LLC.

(b) Assignor, by this Assignment, hereby transfers, assigns and sets over to Assignee title to the LLC Interests, free and clear of any and all right, title or interest of any other person whatsoever, whether asserted or inchoate, and free and clear of all liens, pledges and encumbrances of any nature whatsoever.

(c) No further action is required on the part of Assignor or the LLC to vest in the Assignee good and marketable title to the LLC Interests, free and clear of any and all right,

title or interest of any other person whatsoever, whether asserted or inchoate, and free and clear of all liens, pledges and encumbrances arising by, through or under Assignor.

(d) All capital contributions, if any, required to be made by Assignor to the LLC have been made, and Assignor has fulfilled all of its obligations with respect to the LLC under the Operating Agreement and is not in default in performing any obligations under the Operating Agreement.

(e) The Operating Agreement attached hereto as Exhibit A is in full force and effect and has not been modified.

(f) The LLC owns no assets other than the "Parked Property" (as defined in the QEA Agreement).

(g) The LLC has no liabilities other than (i) liabilities in existence at the time Assignor acquired legal title to the LLC Interests pursuant to the terms of the QEA Agreement and (ii) liabilities arising from the activities of Assignee in its capacity as Operator pursuant to that certain Operations and Services Agreement dated September 28, 2007 between Assignee and Assignor.

(h) Assignor is the sole legal and beneficial owner of the LLC Interests and has valid, marketable title to the LLC Interests. Except as contemplated by the QEA Agreement, Assignor has not sold, transferred or encumbered any or all of the LLC Interests. Assignor has the full and sufficient right, at law and in equity, to transfer and assign the LLC Interests.

(i) No consent by any other party is required for this Assignment.

(j) Attached hereto as Exhibit A is a true and complete copy of the Articles of Organization of the LLC and the Operating Agreement and all amendments thereto, and any resignation and transfer of rights of the organizer. Attached hereto as Exhibit B are copies of any and all minutes of meetings, records of decisions and written consents with respect to the LLC.

(k) The LLC has not elected to be taxed as an association for federal income tax purposes.

(l) Assignor has been duly authorized to execute and deliver this Assignment and to perform its obligations under this Assignment.

(m) All representations and warranties made by Assignor in the QEA Agreement remain true and correct as of the date hereof, and Assignor have not breached any of its covenants or agreements under the QEA Agreement.

3. Assignee Acceptance and Assumption. Assignee hereby accepts the assignment of the LLC Interests and agrees to execute and be bound by the Operating Agreement, and will join in the Operating Agreement as the sole member of the LLC.

4. Tax Treatment. For federal and applicable state income tax purposes, the parties intend that the LLC be disregarded as an entity separate from the owner of the LLC Interests. Accordingly, for federal and applicable state income tax purposes only, the parties intend that the assignment of the LLC Interests be treated as a transfer of the assets of the LLC.

5. Governing Law. This Assignment shall be governed by and interpreted under the laws of Texas, without giving effect to the principles of conflict of laws thereof.

6. Further Assurances. Each party hereto shall execute and deliver all such further instruments and documents as may reasonably be requested by the other party in order to carry out fully the intent, and accomplish the purposes of, the transactions contemplated hereby.

7. Counterparts. To facilitate execution, this Assignment may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this Assignment, (a) the signature pages taken from separate individually executed counterparts of this Assignment may be combined to form multiple fully executed counterparts and (b) a facsimile or electronic (PDF) signature shall be deemed to be an original signature. All executed counterparts of this Assignment shall be deemed to be originals, but all such counterparts taken together shall constitute one and the same agreement.

8. Binding on Successors. This Assignment inures to the benefit of, and is binding on, the parties hereto, their respective successors and assigns.

9. Amendment. This Assignment constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. This Assignment may not be modified or amended other than by an agreement in writing by the parties hereto.

10. Indemnification.

(a) Assignee hereby indemnifies and holds Assignor, its agents, employees, successors and assigns, harmless from and against any and all claims, losses, liabilities, demands, suits, judgments or causes of action (including, without limitation, claims arising out of strict, absolute or vicarious liability of Assignor in tort), and all actions, suits and legal proceedings, whether civil, criminal or in equity, penalties, fines and other sanctions, and any costs and expenses actually and reasonably incurred in connection therewith, including without limitation, attorneys' fees and expenses, of any kind and nature whatsoever (collectively, "Claims") arising out of the ownership by Assignor of the LLC Interests and management of the LLC prior to the date hereof except for a breach by Assignor of any of the representations, warranties or covenants

contained herein, in the QEA Agreement or in the other "Operative Documents" (as defined in the QEA Agreement) and the ownership of the LLC Interests following the date hereof and management of the LLC by the Assignee following the date hereof

(b) Assignor hereby indemnifies and holds Assignee, its agents, employees, successors and assigns, harmless from and against any and all Claims arising out of a breach by Assignor of any representations, warranties or covenants contained herein, in the QEA Agreement or in the other "Operative Documents" (as defined in the QEA Agreement), and all claims arising as a result of the gross negligence or willful misconduct of Assignor, its employees or agents.

11. Severability. No determination by any court, governmental body or otherwise that any provision of this Assignment or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision hereof, or (b) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed whenever possible as being consistent with, applicable law.

12. Waiver. No party shall be deemed to have waived any right which it holds hereunder unless the waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES TO APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

EPC HOLDINGS 756 LLC, a Washington limited liability company, on its own behalf and as the holder of 100% of the outstanding membership/interests in CORONADO ENERGY PRODUCTION, L.L.C.

By: [Signature]
Name: Karen S King
Title: Exchange Coordinator

EL PASO E&P COMPANY, L.P., a Delaware limited partnership

By: [Signature]
Name: Thomas M. Hart
Title: Sr. Vice President



EXHIBIT A

ARTICLES OF ORGANIZATION

AND

OPERATING AGREEMENT

**LIMITED LIABILITY COMPANY AGREEMENT
OF
CORONADO ENERGY PRODUCTION, L.L.C.
A DELAWARE LIMITED LIABILITY COMPANY**

PREAMBLE

The undersigned member, EPC Holdings 756 LLC, a Delaware limited liability company, (the "Member"), hereby form Coronado Energy Production Operating, L.L.C. (the "Company"), a Delaware limited liability company, pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the "Act"), and hereby declare the following to be the Limited Liability Company Agreement of such limited liability company as of the Effective Date (as defined herein).

**ARTICLE I
DEFINITIONS AND TERMS**

SECTION 1.01. Definitions Unless the context otherwise requires, the following terms shall have the following meanings for the purposes of this Agreement:

"Act" means the Delaware Limited Liability Company Act, 6 Del C. §§ 18-101, et seq., as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Limited Liability Company Agreement, as the same may be amended from time to time.

"Assets" means, at any time, any real property and other assets owned or leased by the Company from time to time.

"Capital Contribution" means a capital contribution made by the Members pursuant to Section 3.01 or 3.02.

"Certificate" means the Certificate of Formation filed with the Secretary of State of the State of Delaware on September 27, 2007, to form the Company pursuant to the Act, as originally executed by Barth J. Wolf (as an authorized person within the meaning of the Act) and as amended, modified, supplemented or restated from time to time, as the context requires.

"Company" means the limited liability company formed pursuant to this Agreement.

"Distributable Cash" means cash (in U.S. dollars) of the Company that the Members determine is available for distribution.

"Interest" means the ownership interest in the Company at any time, including the right of the Members to any and all benefits to which the Members may be entitled as provided in this Agreement, together with the obligations of the Members to comply with all the terms and provisions of this Agreement.

"Members" means EPC Holdings 756 LLC and any other member or members admitted to the Company in accordance with this Agreement or any amendment or restatement hereof.

"Person" has the meaning set forth in the Act.

SECTION 1.02. **Terms Generally.** The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references herein to Articles, Sections and Exhibits shall be deemed to be references to Articles and Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

ARTICLE II FORMATION

SECTION 2.01. **Name.** The name of the Company shall be as set forth in the Preamble hereof. All business of the Company shall be conducted under such name and title to all property, real, personal, or mixed, owned by or leased to the Company shall be held in such name. Notwithstanding the preceding sentence, the Members may change the name of the Company or adopt such trade or fictitious names as it may determine.

SECTION 2.02. **Term.** The term of the Company commenced on the date of filing of the Certificate of Formation of the Company in the Office of the Secretary of State of Delaware (the "Effective Date") and, pursuant to Section 18-201(d) of the Act, this Agreement shall be effective as of the Effective Date. The term of the Company shall continue until terminated as provided in Article VIII hereof.

SECTION 2.03. **Principal Place of Business.** The principal place of business of the Company shall be located at 1001 Louisiana, Houston, Texas 77002. The Members may establish other offices at other locations.

SECTION 2.04. **Agent for Service of Process.** The Corporation Trust Company shall be the registered agent of the Company upon whom process against it may be served. The address of such agent within the State of Delaware is: Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801.

SECTION 2.05. **Purposes of the Company.** The Company has been organized to engage

in any lawful act or activity for which a Delaware limited liability company may be formed.

ARTICLE III CAPITAL CONTRIBUTIONS

SECTION 3.01. Capital Contribution. The Members may contribute cash or other property to the Company as they shall decide, from time to time.

SECTION 3.02. Additional Capital Contributions. If at any time the Members shall determine that additional funds or property are necessary or desirable to meet the obligations or needs of the Company, the Members may make additional Capital Contributions.

SECTION 3.03. Limitation on Liability. The liability of the Members shall be limited to its Interest in the Company, and the Members shall not have any personal liability to contribute money to, or in respect of, the liabilities or the obligations of the Company, except as set forth in the Act.

SECTION 3.04. Withdrawal of Capital; Interest. The Members may not withdraw capital or receive any distributions, except as specifically provided herein. No interest shall be paid by the Company on any Capital Contributions.

ARTICLE IV DISTRIBUTIONS

SECTION 4.01. Distributions. Except as otherwise provided in the Act, all Distributable Cash of the Company shall be distributed to the Members, or distributions in kind may be made to the Members at such times as the Members shall determine.

ARTICLE V BOOKS AND RECORDS

SECTION 5.01. Books and Records. The Members shall keep or cause to be kept complete and accurate books of account and records that shall reflect all transactions and other matters and include all documents and other materials with respect to the Company's business that are usually entered into and maintained by Persons engaged in similar businesses. All Company financial statements shall be accurate in all material respects, shall fairly present the financial position of the Company and the results of its operations and Distributable Cash and transactions in its reserve accounts, and shall be prepared in accordance with generally accepted accounting principles, subject, in the case of quarterly statements, to year-end adjustments. The books of the Company shall at all times be maintained at the principal office of the Company or at such other location as the Members decides.

**ARTICLE VI
MANAGEMENT OF THE COMPANY**

SECTION 6.01. Management. The management of the Company shall be under the direction of the Members, who may, from time to time, designate one or more persons to be officers of the Company, with such titles as the Members may determine, including those positions set forth in Section 6.02.

SECTION 6.02. Officers. Such of the following officers shall be elected as the Members deems necessary or appropriate: a President, one or more Executive Vice Presidents, one or more Senior Vice Presidents, one or more Vice Presidents, a Secretary, a Treasurer, a Controller, one or more Assistant Vice Presidents, Assistant Secretaries, Assistant Treasurers and Assistant Controllers, and such other officers with such titles and powers and/or duties as the Members shall from time to time determine. Officers may be designated for particular areas of responsibility and simultaneously serve as officers of subsidiaries or divisions. Any officer so elected may resign at any time upon written notice to the Members. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, no acceptance of such resignation shall be necessary to make it effective. Any officer may be removed, with or without cause, by the Members. Any such removal shall be without prejudice to the contractual rights of such officer, if any, with the Company, but the election or appointment of any officer shall not of itself create contractual rights. Any number of offices may be held by the same person. Any vacancy occurring in any office by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Members.

(a) **President.** The President shall have general control of the business, affairs, operations and property of the Company, subject to the supervision of the Members. He may sign or execute, in the name of the Company, all deeds, mortgages, bonds, contracts or other undertakings or instruments, except in cases where the signing or execution thereof shall have been expressly delegated by the Members to some other officer or agent of the Company. He shall have and may exercise such powers and perform such duties as may be provided by law or as are incident to the office of President of a company (as if the Company were a Delaware corporation) and such other duties as are assigned from time to time by the Members.

(b) **Vice Presidents.** Each Executive Vice President, Senior Vice President, Vice President and Assistant Vice President shall have such powers and perform such duties as may be provided by law or as may from time to time be assigned to him, either generally or in specific instances, by the Members or the President. Any Executive Vice President or Senior Vice President may perform any of the duties or exercise any of the powers of the President at the request of, or in the absence or disability of, the President or otherwise as occasion may require in the administration of the business and affairs of the Company.

Each Executive Vice President, Senior Vice President, Vice President and Assistant Vice President shall have authority to sign or execute all deeds, mortgages, bonds, contracts or other instruments on behalf of the Company, except in cases where the signing or execution thereof

shall have been expressly delegated by the Members to some other officer or agent of the Company.

(c) Secretary. The Secretary shall keep the records of the Company, in books provided for the purpose; he shall be custodian of the seal or seals of the Company; he shall see that the seal is affixed to all documents requiring same, the execution of which, on behalf of the Company, under its seal, is duly authorized, and when said seal is so affixed he may attest same; and, in general, he shall perform all duties incident to the office of the secretary of a company (as if the Company were a Delaware corporation), and such other duties as from time to time may be assigned to him by the Members or the President or as may be provided by law. Any Assistant Secretary may perform any of the duties or exercise any of the powers of the Secretary at the request of, or in the absence or disability of, the Secretary or otherwise as occasion may require in the administration of the business and affairs of the Company.

(d) Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Company, and shall deposit, or cause to be deposited, in the name of the Company, all moneys or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by or under authority of the Members; if required, he shall give a bond for the faithful discharge of his duties, with such surety or sureties as the Members may determine; he shall keep or cause to be kept full and accurate records of all receipts and disbursements in books of the Company and shall render to the Members or the President, whenever requested, an account of the financial condition of the Company (as if the Company were a Delaware corporation); and, in general, he shall perform all the duties incident to the office of treasurer of a company, and such other duties as may be assigned to him by the Members or the President or as may be provided by law.

(e) Controller. The Controller shall be the chief accounting officer of the Company. He shall keep full and accurate accounts of the assets, liabilities, commitments, receipts, disbursements and other financial transactions of the Company; shall cause regular audits of the books and records of account of the Company and supervise the preparation of the Company's financial statements; and, in general, he shall perform the duties incident to the office of controller of a company (as if the Company were a Delaware corporation) and such other duties as may be assigned to him by the Members or the President or as may be provided by law. If no Controller is elected by the Members, the Treasurer shall perform the duties of the office of controller.

(f) Tax Officer. The office of Tax Officer shall have the authority to sign or execute on behalf of this Company any federal, foreign, Indian, state or local tax return or report, claim for refund of taxes, extension of a statute of limitation, administrative tax appeals filings and any other document relating to this Company's tax responsibilities.

**ARTICLE VII
TRANSFERS OF COMPANY INTERESTS**

SECTION 7.01. Transfers. Any Member may, directly or indirectly, sell, assign, transfer, pledge, hypothecate or otherwise dispose of all or any part of its Interest. Any Person acquiring the Member's Interest shall be admitted to the Company as a substituted Member with no further action being required on the part of the Members.

**ARTICLE VIII
DISSOLUTION AND TERMINATION**

SECTION 8.01. Dissolution. The Company shall be dissolved and its business wound up upon the decision made at any time by the Members to dissolve the Company, or upon the occurrence of any event of dissolution under the Act.

SECTION 8.02. Liquidation. Upon dissolution, the Company's business shall be liquidated in an orderly manner. The Members shall wind up the affairs of the Company pursuant to this Agreement and in accordance with the Act, including, without limitation, Section 18-804 thereof.

SECTION 8.03. Distribution of Property. If in the discretion of the Members it becomes necessary to make a distribution of Company property in kind in connection with the liquidation of the Company, such property shall be transferred and conveyed to the Members.

**ARTICLE IX
INDEMNIFICATION**

SECTION 9.01. General. Except to the extent expressly prohibited by the Act, the Company shall indemnify each Person made or threatened to be made a party to any action or proceeding, whether civil or criminal, by reason of the fact that such Person or such Person's testator or intestate is or was a member or officer of the Company, against judgments, fines (including excise taxes assessed on a Person with respect to an employee benefit plan), penalties, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with such action or proceeding, or any appeal therefrom; provided that no such indemnification shall be made if a judgment or other final adjudication adverse to such Person establishes that his conduct did not meet the then applicable minimum statutory standards of conduct; and provided, further, that no such indemnification shall be required in connection with any settlement or other non-adjudicated disposition of any threatened or pending action or proceeding unless the Company has given its prior consent to such settlement or such other disposition, which consent shall not be unreasonably withheld.

SECTION 9.02. Reimbursement. The Company shall advance or promptly reimburse, upon request, any Person entitled to indemnification hereunder for all expenses, including attorneys' fees, reasonably incurred in defending any action or proceeding in advance of the final disposition thereof upon receipt of an undertaking by or on behalf of such Person (in form and substance satisfactory to the Company) to repay such amount if such Person is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced or reimbursed exceed the amount to which such Person is entitled; provided that such Person shall cooperate in good faith with any request by the Company that common counsel be utilized by the parties to an action or proceeding who are similarly situated unless to do so would be inappropriate due to actual or potential conflicts of interest between or among such parties; and provided, further, that the Company shall only advance attorneys' fees in respect of legal counsel approved by the Company, such approval not to be unreasonably withheld.

SECTION 9.03. Availability. The right to indemnification and advancement of expenses under this provision is intended to be retroactive and shall be available with respect to any action or proceeding which relates to events prior to the effective date of this provision.

SECTION 9.04. Indemnification Agreement. The Company is authorized to enter into agreements with any of its Members or officers extending rights to indemnification and advancement of expenses to such Person to the fullest extent permitted by applicable law, but the failure to enter into any such agreement shall not affect or limit the rights of such Person pursuant to this provision.

SECTION 9.05. Enforceability. In case any provision in this Article IX shall be determined at any time to be unenforceable in any respect, the other provisions shall not in any way be affected or impaired thereby, and the affected provisions shall be given the fullest possible enforcement in the circumstances, it being the intention of the Company to provide indemnification and advancement of expenses to its members and officers, acting in such capacities, to the fullest extent permitted by law.

SECTION 9.06. No Amendments. No amendment or repeal of this provision shall apply to or have any effect on the indemnification of, or advancement of expenses to, the Members or any officer of the Company for, or with respect to, acts or omissions of such Members or officer occurring prior to such amendment or repeal.

SECTION 9.07. Not Exclusive. The foregoing shall not be exclusive of any other rights to which any Member or any officer may be entitled as a matter of law and shall not affect any rights to indemnification to which Company personnel other than the Members or officers may be entitled by contract or otherwise.

**ARTICLE X
MISCELLANEOUS**

SECTION 10.01. Amendments and Consents. This Agreement may be modified or amended only by the Members.

SECTION 10.02. Benefits of Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or the Members.

SECTION 10.03. Integration. This Agreement constitutes the entire agreement pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements in connection therewith. No covenant, representation or condition not expressed in this Agreement shall affect, or be effective to interpret, change or restrict, the express provisions of this Agreement.

SECTION 10.04. Headings. The titles of Articles and Sections of this Agreement are for convenience only and shall not be interpreted to limit or amplify the provisions of this Agreement.

SECTION 10.05. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument, which may be sufficiently evidenced by one counterpart.

SECTION 10.06. Severability. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement, which are valid.

SECTION 10.07. Applicable Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware, without regard to its conflict of law principles.

SECTION 10.08. Security. For purposes of providing for transfer of, perfection a security interest in, and other relevant matters related to, a membership interest in the Company, each membership interest in the Company shall be deemed to be a 'security' subject to the rules set forth in Chapters 8 and 9 of the Texas Uniform Commercial Code and any similar Uniform Commercial Code provision adopted by the States of New York or Delaware or any other relevant jurisdiction.

Exhibit A m9

IN WITNESS WHEREOF, this Limited Liability Company Agreement has been duly executed by EPC Holdings 756 LLC, effective as of the 28th day of September 2007.

EPC HOLDINGS 756 LLC

By: EL PASO E&P COMPANY, L.P.
Its Manager

By:

A handwritten signature in black ink, appearing to read "Dane E. Whitehead", written over a horizontal line.

Dane E. Whitehead
Senior Vice President and
Chief Financial Officer

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "PEOPLES ENERGY PRODUCTION COMPANY" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "PEOPLES ENERGY PRODUCTION COMPANY" TO "CORONADO ENERGY PRODUCTION, L.L.C.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2007, AT 11:53 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2007, AT 7 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2946237 8100V

071059325



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6032468

DATE: 09-27-07

Delaware

PAGE 2

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "CORONADO ENERGY PRODUCTION, L.L.C." FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2007, AT 11:53 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2007, AT 7 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



2946237 8100V

071059325

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6032468

DATE: 09-27-07

Exhibit A 8712

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:49 AM 09/27/2007
FILED 11:53 AM 09/27/2007
SRV 071059325 - 2946237 FILE

CERTIFICATE OF CONVERSION
OF
PEOPLES ENERGY PRODUCTION COMPANY

The undersigned hereby executes this Certificate of Conversion of Peoples Energy Production Company (the "Company") for the purpose of converting the Company into a Delaware limited liability company in accordance with Section 18-214 of the Delaware Limited Liability Company Act (the "DLLCA") and Section 266 of the Delaware General Corporation Law (the "DGCL").

1. The Company was first incorporated on September 18, 1998 in the State of Delaware in accordance with the DGCL, and the jurisdiction immediately prior to the filing of this Certificate continues to be Delaware.

2. The name of the Company immediately prior to filing this Certificate is Peoples Energy Production Company.

3. The name of the limited liability company as set forth in its Certificate of Formation filed in accordance with Section 18-214(b)(2) of the DLLCA is Coronado Energy Production, L.L.C.

4. This Certificate of Conversion, and the conversion of the Company into a Delaware limited liability company, shall be effective as of 7:00 PM Eastern Time on September 27, 2007.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Conversion as of the 27th day of September, 2007.



Barth J. Wolf, Authorized Person

Exhibit A p913

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:49 AM 09/27/2007
FILED 11:53 AM 09/27/2007
SRV 071059325 - 2946237 FILE

CERTIFICATE OF FORMATION

OF

CORONADO ENERGY PRODUCTION, L.L.C.

The undersigned hereby executes this Certificate of Formation of Coronado Energy Production, L.L.C. (the "Company") for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act.

1. The name of the Company is Coronado Energy Production, L.L.C.
2. The address of the registered office of the Company is c/o The Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.
3. The Company's registered agent at such registered office address is The Corporation Trust Company.
4. This Certificate of Formation, and the formation of the Company, shall be effective as of 7:00 PM Eastern Time on September 27, 2007.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the 27th day of September, 2007.

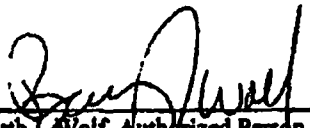

Barth L. Wolf, Authorized Person

EXHIBIT B

MINUTES, ETC.

PHBF14200822

Exhibit B

**CONSENT OF THE MEMBER
OF
CORONADO ENERGY PRODUCTION, L.L.C.**

The undersigned, being the sole Member of Coronado Energy Production, L.L.C., a Delaware limited liability company (this "Company"), does hereby consent to the adoption of the following resolutions:

RESOLVED that, in accordance with the Limited Liability Company Agreement of this Company, the following individual be, and he hereby is, elected as an officer of this Company, to hold office until his successor is duly elected and qualified, effective October 1, 2007:

John P. Kelly

Vice President

RESOLVED that, in accordance with the Limited Liability Company Agreement of this Company, the following individual be, and he hereby is, elected as an officer of this Company, to hold office until his successor is duly elected and qualified, effective October 29, 2007:

Frank W. Falleri

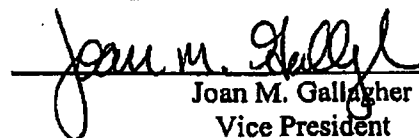
Vice President

IN WITNESS WHEREOF, this consent has been executed on behalf of the sole Member by a duly authorized officer effective as of the 1st day of October 2007.

EPC HOLDINGS 756 LLC

By: El Paso E&P Company, L.P.
Its Manager

By:


Joan M. Gallagher
Vice President

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE LIMITED PARTNERSHIP UNDER THE NAME OF "PEOPLES ENERGY PRODUCTION-TEXAS, L.P." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "PEOPLES ENERGY PRODUCTION-TEXAS, L.P." TO "CORONADO ENERGY E & P COMPANY, L.L.C.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2007, AT 11:49 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2007, AT 6 O'CLOCK P.M.



2878524 8100V

071059212

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6032261

DATE: 09-27-07

Delaware

PAGE 2

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "CORONADO ENERGY E & P COMPANY, L.L.C." FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2007, AT 11:49 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2007, AT 6 O'CLOCK P.M.



2878524 8100V

071059212

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6032261

DATE: 09-27-07

CERTIFICATE OF CONVERSION

OF

PEOPLES ENERGY PRODUCTION - TEXAS, L.P.

The undersigned hereby executes this Certificate of Conversion of Peoples Energy Production - Texas, L.P. (the "Company") for the purpose of converting the Company into a Delaware limited liability company in accordance with Section 18-214 of the Delaware Limited Liability Company Act (the "DLLCA") and Section 17-219 of the Delaware Revised Uniform Limited Partnership Act (the "DRULPA").

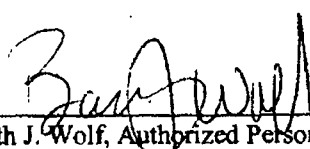
1. The Company was first formed on March 30, 1998 in the State of Delaware in accordance with the DRULPA, and the jurisdiction immediately prior to the filing of this Certificate continues to be Delaware.

2. The name of the Company immediately prior to filing this Certificate is Peoples Energy Production - Texas, L.P.

3. The name of the limited liability company as set forth in its Certificate of Formation filed in accordance with Section 18-214(b)(2) of the DLLCA is: Coronado Energy E & P Company, L.L.C.

4. This Certificate of Conversion, and the conversion of the Company into a Delaware limited liability company, shall be effective as of 6:00 PM Eastern Time on September 27, 2007.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Conversion as of the 27th day of September, 2007.


Barth J. Wolf, Authorized Person

CERTIFICATE OF FORMATION

OF

CORONADO ENERGY E & P COMPANY, L.L.C.

The undersigned hereby executes this Certificate of Formation of Coronado Energy E & P Company, L.L.C. (the "Company") for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act.

1. The name of the Company is Coronado Energy E & P Company, L.L.C.
2. The address of the registered office of the Company is c/o The Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.
3. The Company's registered agent at such registered office address is The Corporation Trust Company.
4. This Certificate of Formation, and the formation of the Company, shall be effective as of 6:00 PM Eastern Time on September 27, 2007.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the 27th day of September, 2007.


Barth J. Wolf, Authorized Person

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CORONADO ENERGY E & P COMPANY, L.L.C.", CHANGING ITS NAME FROM "CORONADO ENERGY E & P COMPANY, L.L.C." TO "CORONADO ENERGY E&P COMPANY, L.L.C.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF JULY, A.D. 2008, AT 7:05 O'CLOCK P.M.

2878524 8100

080796353

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6738220

DATE: 07-18-08

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: _____
CORONADO ENERGY E & P COMPANY, L.L.C.

2. The Certificate of Formation of the limited liability company is hereby amended
as follows:

CORONADO ENERGY E&P COMPANY, L.L.C.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 17TH day of JULY, A.D. 2008.

By: Joyce Allen-Dennis
Authorized Person(s)

Name: JOYCE ALLEN-DENNIS

Print or Type

EXECUTION COPY

ASSIGNMENT OF MEMBERSHIP INTEREST

THIS ASSIGNMENT OF MEMBERSHIP INTEREST (this "Assignment") is made and entered into this 28th day of September, 2007 at 12:01 a.m. Central Standard Time (the "Effective Date"), by and between Peoples Energy Corporation, an Illinois corporation ("Assignor"), and EPC Holdings 756, LLC, a Washington limited liability company ("Assignee").

RECITALS:

A. Assignor is the sole member of Coronado Energy Production, L.L.C., a Delaware limited liability company formerly known as Peoples Energy Production Company (the "Company"), and is the record and beneficial owner of 100% of the membership interests in the Company (the "Membership Interest").

B. Assignor and El Paso E&P Company, L.P., a Delaware limited partnership ("El Paso"), entered into that certain Stock Purchase Agreement dated August 16, 2007, (the "Agreement"), pursuant to which Assignor agreed to sell, and El Paso agreed to purchase, the Membership Interest (which is referred to in the Agreement as the "Shares"), subject to and in accordance with the terms of the Agreement.

C. El Paso, as Exchangor, and Assignee, as exchange accommodation titleholder ("EAT"), entered into that certain Qualified Exchange Accommodation Agreement, dated as of September 28, 2007 (the "QEAA"), pursuant to which Assignee has agreed to accept the Membership Interest in its capacity as EAT for El Paso, subject to and in accordance with the terms of the QEAA.

D. Assignor desires to transfer and assign to Assignee and Assignee has agreed to accept the Membership Interest, on the terms and conditions as set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Section 1. Assignment. Assignor hereby sells, transfers and assigns the Membership Interest to Assignee effective as of the date hereof, together with all of Assignor's rights, title and interest as a Member of the Company associated with the Membership Interest, it being the intention of Assignor and Assignee that Assignee shall become the substitute Member of the Company in place of Assignor with respect to the Membership Interest.

Section 2. Acceptance. Assignee hereby accepts the Membership Interest effective as of the date hereof and, in consideration therefor, agrees to become the substitute Member of the Company in place of Assignor with respect to the Membership Interest, and agrees to be bound by all of the terms and provisions of the Operating Agreement of the Company dated as of September 27, 2007.

Section 3. Stock Purchase Agreement. The representations, warranties, covenants and agreements of Assignor with respect to title to, and the sale, transfer and assignment of, the Membership Interest are set forth in the Agreement, and this Assignment is being executed and delivered pursuant to, and is expressly subject to, the terms and provisions of the Agreement. The representations, warranties, covenants and agreements of Assignor and Assignee set forth in the Agreement shall survive the execution and delivery of this Assignment for the periods provided in the Agreement.

Section 4. Effective Date. This Assignment shall become effective as of the Effective Date.

Section 5. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 6. Governing Law. This Assignment shall be governed by the laws of the State of Texas.


Section 7. Further Assurances. The parties hereto covenant and agree that they will execute such further instruments and documents as are or may be necessary or convenient to effectuate and carry out the transaction contemplated by this Assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first above written.

ASSIGNOR:

PEOPLES ENERGY CORPORATION

By: 
Name: Barth J. Wolf
Title: Secretary

SIGNATURE PAGE TO ASSIGNMENT OF MEMBERSHIP INTEREST

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first above written.

ASSIGNEE:

EPC HOLDINGS 756 LLC

by: EPC Exchange Corporation
sole member

By:

Name: Charen S King

Title:

Vice President