

**IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA**

(1) OGP, LLC, on behalf of itself and all others
similarly situated,

Plaintiff,

v.

(1) CONTANGO RESOURCES, LLC,

Defendant.

Case No. 22-CV-382-JFH-JFJ

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (hereinafter, including all exhibits attached hereto and/or provided for herein referred to collectively as the “Settlement Agreement”) is entered into between OGP, LLC (“Plaintiff”), on behalf of itself and all others similarly situated, and Contango Resources, LLC (“Defendant”). Plaintiff and Defendant are collectively referred to as the “Parties.” The settlement expressed in this Settlement Agreement is conditioned upon the terms and conditions set forth in this Settlement Agreement, including but not limited to the Court (1) approving this Settlement Agreement; and (2) entering the orders and judgments in material conformance described herein, as more fully described below:

WHEREAS, the above-styled action (the “Litigation”) was commenced on September 1, 2022, with Plaintiff’s filing of the Complaint against Defendant in the United States District Court for the Northern District of Oklahoma, 22-CV-382-JFH-JFJ (N.D. Okla.) (Doc. 1);

WHEREAS, Plaintiff has made certain claims against Defendant, as more fully described in the Complaint (Doc. 1);

WHEREAS, Plaintiff and Plaintiff's Counsel have prosecuted the Litigation for over thirteen months, which has included production of documents and data, research, accounting review and analysis, discovery, consultation by and with experts, settlement negotiations among counsel, multiple mediations, damage modeling, and other investigations and preparation;

WHEREAS, Plaintiff and Plaintiff's Counsel acknowledge that, during the course of their prosecution of the Litigation, they have received, examined, and analyzed information, documents, and materials they deem necessary and appropriate to enable them to enter into this Settlement Agreement on a fully-informed basis, and after such examination and analysis, and based on the experience of Plaintiff's Counsel and their experts and consultants, Plaintiff and Plaintiff's Counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate and in the best interests of the Settlement Class and Plaintiff;

WHEREAS, Plaintiff agreed to settle the claims asserted against Defendant in the Litigation and certain other claims pursuant to this Settlement Agreement after considering: (1) the substantial benefits Class Members will receive from resolution of such claims, (2) the risks of litigating those claims, and (3) the desirability of permitting the Settlement to be consummated as provided by the terms of this Settlement Agreement;

WHEREAS, Defendant agrees that further prosecution and defense of the claims against it in this Litigation would be protracted and expensive. Defendant has evaluated the uncertainty and risks inherent in any such litigation and has determined that it is desirable to compromise and settle the claims against it in the Litigation;

WHEREAS, Defendant has adamantly denied, and continues to deny, Plaintiff's claims against it and any and all liability to Plaintiff and the Settlement Class, and has vigorously defended against those claims; and

WHEREAS, Defendant enters into this Settlement Agreement without admitting any

liability whatsoever, and solely to avoid further expense, inconvenience, and the disruption of defending against the claims asserted against it in the Litigation and to be completely free of any further controversy with respect to the claims that were asserted or could have been asserted against it in the Litigation, as more fully described herein.

NOW THEREFORE, in consideration of the payments, mutual promises, agreements, undertakings, releases, and other terms and provisions of this Settlement Agreement, the sufficiency of which is hereby acknowledged by all Parties hereto, Defendant and Plaintiff, on behalf of itself and the Settlement Class, stipulate and agree as follows, subject to the approval of the Court, without admission of any liability or wrongdoing, and in consideration of the benefits set forth herein, that all Released Claims (defined below) shall be fully, finally and forever compromised, settled, released and discharged, and the Litigation shall be dismissed with prejudice, upon and subject to the following terms and conditions.

1. DEFINITIONS

As used throughout this Settlement Agreement, any Plan of Allocation and Distribution Order, and all other documents attached hereto, the following phrases and words will be given the meanings set forth below:

1.1. “**Administration, Notice, and Distribution Costs**” means the reasonable and necessary fees, costs, and expenses charged by the Settlement Administrator (or any consultant retained by the Settlement Administrator with approval from Plaintiff’s Counsel) for fees, costs, and expenses generated or incurred in the administration, distribution, and notification of the Settlement, including: (a) fees, costs, and expenses of identifying the names, addresses and tax identification numbers of Class Members (to the extent not contained in the records provided by Defendant under paragraph 3.2 below); (b) fees, costs, and expenses incurred to publish and mail the Notices of Settlement to the Settlement Class (such as the cost to print the Notices of

Settlement, mail the Notices of Settlement, and publish the Notices of Settlement pursuant to the Plan of Notice); (c) fees, costs, and expenses to prepare, issue, and mail (and reissue and re-mail, if necessary) the Distribution Checks to the Settlement Class; (d) fees, costs, and expenses to provide a reconciliation of the final amount of Residual Unclaimed Funds; (e) fees, costs, and expenses to calculate the amount each Class Member will receive under any Plan of Allocation; and (f) fees, costs, and expenses to calculate the amount each Class Member who does not timely and properly submit a Request for Exclusion will receive under the Final Plan of Allocation. Administration, Notice, and Distribution Costs also include the costs described in (a) through (f) above incurred by Plaintiff's Counsel and/or Plaintiff, associated with experts, consultants, or other personnel retained for purposes of administration, distribution, and notification. Administration, Notice, and Distribution Costs also includes any fees or costs charged by the Escrow Agent related to the Escrow Account.

1.2. “**Allocation Methodology**” means the methodology Plaintiff proposes to use to calculate the amount of the Net Settlement Fund to be sent to each Class Member.

1.3. “**Case Contribution Award**” means the award ordered by the Court, if any, to Plaintiff for its time, expense, and participation in this Litigation and in representing the Settlement Class.

1.4. “**Claim Period**” means, (i) with respect to the White Star Wells, checks or payments dated between and including May 19, 2019 and May 31, 2023, sent by or on behalf of Contango or its predecessor(s); (ii) with respect to all other wells, and except as stated below regarding funds held in suspense, checks or payments dated between September 30, 2017 through May 31, 2023; (iii) with respect to suspense funds, the amounts held in suspense by Contango on or before May 31, 2023 attributable to production dates before November 1, 2019. For all production dates prior to October 1, 2019 for funds held in suspense as of May 31, 2023, statutory

interest is calculated from October 1, 2019 through September 30, 2024, subject to the terms of this Settlement Agreement regarding Released Claims. The Claim Period shall not include (a) with respect to White Star Wells, any statutory interest accrued on Late Payments made prior to May 19, 2019 and not paid by Defendant or its predecessors; (b) with respect to suspense funds, (i) any statutory interest attributable to production dates on or after November 1, 2019; (ii) for White Star Wells only, any statutory interest accrued prior to October 1, 2019 attributable to production dates on or before October 1, 2019; and (iii) and statutory interest on proceeds held in suspense after October 31, 2024 attributable to production dates before November 1, 2019.

1.5. “**Class Member**” is a person or entity belonging to the Settlement Class.

1.6. “**Court**” means the judge or any successor judge presiding over the Litigation in the United States District Court for the Northern District of Oklahoma, or any successor judge presiding over the Litigation there.

1.7. “**Defendant**” means Contango Resources, LLC, including its predecessors in interest and all parents, subsidiaries, and affiliates.

1.8. “**Defendant’s Counsel**” means the law firm of Gable & Gotwals.

1.9. “**Distribution Check**” means a check payable to a Class Member who does not timely and properly submit a Request for Exclusion, or who is not otherwise excluded from the Settlement Class by order of the Court, for the purpose of paying that Class Member’s share of the Net Settlement Fund pursuant to the Allocation Methodology.

1.10. “**Effective Date**” means the first date by which all of the events and conditions specified in paragraph 9.4 below have occurred.

1.11. “**Escrow Account**” means an account maintained by the Escrow Agent.

1.12. “**Escrow Agent**” means the bank or financial institution mutually agreed upon by the Parties and appointed and approved by the Court to carry out the duties assigned to the Escrow

Agent under this Settlement Agreement.

1.13. “**Escrow Agreement**” means the agreement(s) between Plaintiff’s Counsel (on behalf of Plaintiff and the Settlement Class), Defendant, and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account in accordance with this Settlement Agreement. The Escrow Agreement shall be in the form agreed to by the Parties.

1.14. “**Final and Non-Appealable**” means:

a) Thirty (30) days have elapsed following entry of the Judgment without the filing of: (i) any appeal or original action in any court seeking reconsideration, modification, or vacation of the Judgment, or otherwise seeking to interfere with or evade the provisions of the Settlement Agreement and the Settlement contemplated herein; (ii) any motion before the Court that would extend the time to appeal from the Judgment, or which challenges or seeks reconsideration, modification, or vacation of the Judgment; or (iii) any motion that would extend or reopen the time for commencing an appeal under Federal Rules of Appellate Procedure 4(a)(5) or 4(a)(6).

b) One of the kinds of proceedings or motions listed in subparagraph (a) above has been filed and has resulted in a final order or judgment by the court in which it was commenced; and that final order or judgment has itself become final and is no longer subject to further review in any court.

1.15. “**Final Fairness Hearing**” means the hearing set by the Court under Federal Rule of Civil Procedure 23(e)(2) to consider final approval of the Settlement.

1.16. “**Final Plan of Allocation**” means the final calculation of the Distribution Check that will be sent to each Class Member who has not timely and properly submitted a Request for Exclusion or otherwise been excluded from the Settlement Class by order of the Court.

1.17. “**Future Benefits**” means the future benefits set forth in paragraph 2.5 below.

1.18. “**Gross Settlement Fund**” means the total cash amount of Eight Million, One Hundred Thousand Dollars (\$8,100,000) to be paid by Defendant. In no event shall Defendant be required to pay more than the Gross Settlement Fund.

1.19. “**Gross Settlement Value**” means (1) the Gross Settlement Fund, and (2) the Future Benefits set forth in Paragraph 2.5 below.

1.20. “**Judgment**” means the Judgment finally approving the Settlement between the Settlement Class and Defendant, which shall be in material conformance with Exhibit 2, attached hereto.

1.21. “**Litigation**” is separately defined on page 1 of this Settlement Agreement.

1.22. “**Litigation Expenses**” means the reasonable costs and expenses incurred by Plaintiff’s Counsel in commencing and prosecuting the Litigation.

1.23. “**Net Settlement Fund**” means the Gross Settlement Fund less: (a) any of Plaintiff’s Attorneys’ Fees and Litigation Expenses awarded by the Court; (b) any Case Contribution Award awarded by the Court; (c) any Administration, Notice, and Distribution Costs; (d) any other costs and expenses that the Court orders to be deducted from the Gross Settlement Fund; and (e) the amount of money under the Initial Plan of Allocation attributable to Class Members who timely and properly submitted Requests for Exclusion or who were otherwise excluded from the Settlement Class by order of the Court.

1.24. “**Notice of Settlement**” means the notice in substantially the same form as Exhibits 3 and 4, which will be mailed or posted on the website in accordance with the Plan of Notice as described in Section 3 below, and the notice in substantially the same form as Exhibit 5 attached hereto, which will be published in accordance with the Plan of Notice as described in Section 3 below.

1.25. “**Parties**” means, collectively, Defendant (as defined at paragraph 1.7) and Plaintiff (as defined at paragraph 1.26).

1.26. “**Plaintiff**” means OGP, LLC.

1.27. “**Plaintiff’s Attorneys’ Fees**” means the fees that may be awarded by the Court to Plaintiff’s Counsel with respect to their work on the Litigation.

1.28. “**Plaintiff’s Counsel**” means the law firms of Randy C. Smith & Associates and Brady Smith Law, PLLC.

1.29. “**Plan of Allocation**” means the proposed plan of allocation and/or any order(s) entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to the members of the Settlement Class.

1.30. “**Plan of Notice**” means the process described in Section 3 below for sending and publishing the Notice of Settlement.

1.31. “**Preliminary Approval Order**” means the order in substantially the form attached hereto as Exhibit 1 to be entered by the Court preliminarily approving the Settlement, certifying the class for settlement purposes only, and directing that the Notices of Settlement be provided to the Settlement Class as set forth therein.

1.32. “**Released Claims**” means as follows: all claims, damages, actions (including class actions), causes of action, choses in action, demands, debts, obligations, liens, liabilities, and theories of liability and recovery of whatsoever kind and nature, whether in contract or tort, statutory, at law or in equity, known or unknown, accrued or unaccrued, contingent, prospective or matured, whether for actual, direct, indirect, consequential, treble, or punitive damages, disgorgement, interest, injunctive relief, declaratory relief, equitable relief, or any other type of relief, of class members (“Owners”), whether asserted in the Litigation or that could have been asserted in the Litigation or are otherwise described in this Settlement Agreement against the

Released Parties, or any of them, arising out of or related to (1) underpaid and unpaid statutory interest for Late Payments on Oklahoma oil and gas production made during the Claim Period by Defendant or its predecessors; and (2) statutory interest accrued on proceeds from Oklahoma oil and gas production held in suspense as of May 31, 2023 for the Claim Period.

Notwithstanding the foregoing, the Released Claims do not include: (1) claims of Owners for earned statutory interest on Late Payments made by Defendant before or after the Claim Period; (2) claims of Owners for statutory interest on the underpayment of royalty based on breach of express and/or implied covenants of oil and gas leases and/or force pooling orders; (3) any and all claims for the principal amount of proceeds for Oklahoma oil-gas-gas production made or issued by Defendant or still held in suspense; (4) claims which are the subject of individual, non-class action lawsuits filed prior to the opt-out deadline established by the Court; (5) with respect to White Star Wells, any claims for statutory interest accrued on Late Payments made prior to May 19, 2019 and not paid by Defendant or its predecessors; (6) with respect to suspense funds, (i) any claims for statutory interest attributable to production dates on or after November 1, 2019; (ii) for White Star Wells only, any claims for statutory interest accrued prior to October 1, 2019 attributable to production dates on or before October 1, 2019; and (iii) and claims for statutory interest on proceeds held in suspense after October 31, 2024 attributable to production dates before November 1, 2019.

1.33. “Released Parties” means Defendant, its past and present affiliates, subsidiaries, predecessors, successors, officers, directors, officers, employees, attorneys, agents, consultants, servants, stockholders, partners, parents, members, representatives, and insurers of the foregoing persons or entities. Released Parties includes but is not limited to Crescent Energy Company, Crescent Energy OpCo LLC, Crescent Energy Finance LLC, KKR & Co. Inc., KKR Energy Assets Manager LLC, Contango Oil & Gas Management LLC, IE L Merger Sub LLC, and Contango Oil & Gas Company.

1.34. “Releasing Parties” means Plaintiff and the Class Members who do not timely and properly submit Requests for Exclusion and who are not otherwise excluded from the Settlement Class by order of the Court; their successors, heirs, and assignees; and any past and present officers, employees, attorneys, agents, consultants, servants, stockholders, members, representatives, subsidiaries, and affiliates of such persons or entities. Releasing Parties includes all Class Members who do not timely and properly submit Requests for Exclusion and who are not otherwise excluded from the Settlement Class by order of the Court without regard to whether a member of the Settlement Class actually received a payment from the Gross Settlement Fund and without regard to whether any payment received was correctly determined. All members of the Settlement Class who do not timely and properly submit Requests for Exclusion and who are not otherwise excluded from the Settlement Class by order of the Court and their heirs, successors, and assigns will be enjoined by the Court in the Judgment from filing or prosecuting Released Claims.

1.35. “Request for Exclusion” means any request for exclusion from the Settlement Class pursuant to Federal Rule of Civil Procedure 23 that meets the requirements set by the Court for exclusion.

1.36. “Residual Unclaimed Funds” means any portion of the Net Settlement Fund that has not been deposited, cashed, or otherwise claimed by a Class Member, including but not limited to: (a) the total amount of Distribution Checks sent to Class Members who later cannot be located by the Settlement Administrator or Plaintiff’s Counsel through reasonable efforts (as described in paragraph 6.10 below), along with any interest and returns that accrue on such amounts during the time they are in the Escrow Account or any distribution account maintained by the Settlement Administrator, and which remain unused after final distributions and administrations have been made; and (b) the amount of Distribution Checks sent to Class Members that are voided because they are not cashed or deposited within the time specified on the Distribution Check, along with

any interest and returns that accrue on such amounts during the time they are in the Escrow Account, and which remains unused after final distributions and administrations have been made.

1.37. “Settlement” means the Parties’ agreement to resolve the Litigation and certain other claims as described herein.

1.38. “Settlement Class” shall mean the below-described class that the Parties have agreed should be certified for settlement purposes only pursuant to the entry of the Preliminary Approval Order to be entered by the Court in the same or similar form attached hereto as Exhibit

1. The Settlement Class is to be substantially defined as follows:

All non-excluded persons or entities who, during the Claim Period: (1) received Late Payments from Defendant (or Defendant’s designee) for oil-and-gas proceeds from Oklahoma wells; or whose proceeds were escheated to a government entity by Defendant; or whose proceeds from Oklahoma wells were held in suspense by Defendant on or before May 31, 2023; and (2) who have not already been paid statutory interest on the Late Payments or on the amounts held in suspense by Defendant on or before May 31, 2023. A “Late Payment” for purposes of this class definition means payment of proceeds from the sale of oil or gas production from and an oil-and-gas well after the statutory periods identified in Okla. Stat. tit. 52, § 570.10.

Excluded from this class are: (1) Defendant, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) any Indian Tribe as defined at 30 U.S.C. § 1702 (4) or Indian allottee as defined at 30 U.S.C. § 1702(2); (4) officers of the court; (5) Dan McClure and Kelly McClure Callant and any entity owned or controlled by such parties; (6) Tip Top Oil & Gas; (7) amounts attributable to Owners in suspense with a “TI” suspense code or corresponding numerical code connoting title issues [to include but not limited to 49802, 57774, 58849]; and (8) persons or entities that Plaintiff’s counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct.

1.39. “**White Star Wells**” means the oil and gas wells described on Schedule 1.

2. Consideration

2.1. The Parties agree to settle the Litigation as set forth herein. In exchange for the releases, covenants, and agreements in the Settlement, both on behalf of the Plaintiff and on behalf of the Class Members, Defendant agrees to provide Plaintiff and Class Members the Gross

Settlement Value, as may subsequently be adjusted downward in accordance with the terms of this Settlement Agreement.

2.2. Defendant shall pay the Gross Settlement Fund into the Escrow Account no later than thirty days (30) days following the date the Court enters the preliminary approval order.

2.3. Except for Defendant's obligation to make the payment called for by paragraph 2.2, neither Defendant nor Defendant's Counsel shall have any liability to Plaintiff, Plaintiff's Counsel, or the Settlement Class with respect to the Gross Settlement Fund or its administration, including but not limited to any distributions made by the Escrow Agent or Settlement Administrator. If Defendant fails to pay the amount of the Gross Settlement Fund into the Escrow Account within the time specified above in paragraph 2.2, such amount will accrue compounded annual interest at the rate of 12% beginning on the date on which payment is due and ending when the Gross Settlement Fund is paid into the Escrow Account.

2.4. The Parties agree that the Settlement of the Released Claims is supported by adequate consideration and the Parties' agreements, releases, and covenants herein.

2.5. Defendant agrees to provide the following Future Benefits: Commencing within the later of (i) six (6) months after execution of the Settlement Agreement or (ii) thirty (30) days after the date a Judgment approving the Settlement becomes Final and Non-Appealable, Contango shall implement procedures and policies reasonably calculated to accomplish the payment of any owed statutory interest to owners in Oklahoma without awaiting a demand for such statutory interest, and shall maintain such procedures (or other policies and procedures reasonably calculated to accomplish the same result) unless or until there is a change in the law. Notwithstanding the foregoing, Contango does not agree to pay any PRSA related interest on funds it escheats to state unclaimed property funds.

2.6. It is understood and agreed that nothing in this Settlement Agreement is intended to

release or compromise any claims the Settlement Class members might have against the Released Parties as to claims accruing outside the Claim Period, to the extent that the Settlement Class members contend that the above Future Benefits fail to fulfill the obligations the Released Parties may have to the Settlement Class. It is further understood and agreed that nothing in this Settlement Agreement is intended to prohibit the Released Parties from, at their sole individual options, deciding to change their practices regarding the Future Benefits in a way that is more favorable to Class Members, with there being no need to obtain the approval of any person, entity, or tribunal in order to make such a change.

2.7. The Class Members who have not timely and properly submitted a Request for Exclusion and are not excluded from the Settlement Class by Order of the Court agree, in consideration of the agreements of Defendant in this Settlement Agreement, to give the Release, Dismissal and Covenant Not to Sue described in paragraph 4, below. Plaintiff's experts will estimate the value of the Future Benefits. Defendant has not analyzed and will not take any position regarding Plaintiff's experts' estimated value, if any, of the Future Benefits submitted to the Court. Plaintiff, the Settlement Class, and Defendant agree that, if the actual financial benefit described in the Future Benefits differs from the estimate provided by Plaintiff or Plaintiff's Counsel, there shall be no effect on the validity or scope of the release of Released Claims, and no Class Member shall be entitled to assert any claim regarding that estimate against Defendant, Defendant's Counsel, any Class Member, Plaintiff's Counsel, Plaintiff, or any of their successors and assigns.

3. Plan of Notice and Court Approvals

3.1. Plaintiff shall file a motion with the Court seeking preliminary approval of the Settlement no later than fourteen (14) days following the full execution of this Settlement Agreement, which motion shall include the proposed Preliminary Approval Order, in substantially the form attached hereto as Exhibit 1, which will, inter alia: (a) certify the Settlement Class for the

purposes of this Settlement only; (b) preliminarily approve the Settlement as set forth in this Settlement Agreement; (c) approve the Notice of Settlement and Plan of Notice; and (d) direct the Settlement Administrator to provide the Notice of Settlement to the Settlement Class in accordance with the Plan of Notice or in any other manner the Court may direct in accordance with Federal Rule of Civil Procedure 23.

3.2. No later than ten (10) days following entry of the Preliminary Approval Order, to the extent not already provided to Plaintiff's Counsel, Defendants shall provide Plaintiff's Counsel, in electronic format, the payment history and accounting data for oil-and-gas proceeds payments made or issued by Defendant and for oil- and-gas proceeds in suspense for Class Members during the Claim Period, for wells located in Oklahoma, including the names, last known addresses, and taxpayer identification numbers for the Settlement Class. Defendant shall also provide the names of all working interest owners included in the Settlement Class who owes or has outstanding joint interest billings owed or due to be paid to Contango as of May 31, 2023 ("WIOs Owing JIBs") no later than ten (10) days following the Preliminary Approval Order. The information provided by or on behalf of Defendant pursuant to this paragraph is deemed Confidential under the Court's protective order.

3.3. Defendant agrees to cooperate in providing this data to Plaintiff's Counsel and understands that the deadlines set forth in this Settlement Agreement are based in part on Defendant's timely provision of this data to Plaintiff's Counsel.

3.4. After the Preliminary Approval Order is entered and prior to sending the Notice of Settlement, the Settlement Administrator shall make reasonable efforts to: (a) verify the last known addresses of potential Class Members provided by Defendant pursuant to paragraph 3.2 and (b) locate current addresses of any potential Class Members for whom Defendant has not provided an address.

3.5. No later than thirty (30) days after entry of the Preliminary Approval Order, or at such time as is ordered by the Court, the Settlement Administrator will mail (or cause to be mailed) the postcard Notice of Settlement by mail (Exhibit 3) to all Class Members who have been identified after reasonable efforts to do so and will post on the settlement website the Notice of Settlement (Exhibit 4). The postcard Notice of Settlement (Exhibit 3) will be mailed to Class Members using the data described in paragraph 3.2 above and any updated addresses found by the Settlement Administrator. No later than ten (10) days after the Notice is mailed, or at such time as is ordered by the Court, the Settlement Administrator also shall publish (or cause to be published) the summary Notice of Settlement (Exhibit 5) one time in each of the following newspapers: (a) *The Oklahoman*, a paper of general circulation in Oklahoma; and (b) *The Tulsa World*, a paper of general circulation in Oklahoma. Within ten (10) days after mailing the postcard Notice of Settlement and continuing through the date of the Final Fairness Hearing, the Settlement Administrator also will display (or cause to be displayed) on an Internet website dedicated to this Settlement the following documents: (a) the Notice of Settlement, (b) the Complaint, (c) this Settlement Agreement, (d) the Preliminary Approval Order; and (e) other publicly filed documents related to approval of the Settlement. Neither Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, nor Plaintiff's Counsel shall have any liability for failure of the Notice of Settlement to reach any Class Member.

3.6. At its sole expense, Defendant shall issue the notice of settlement contemplated by the Class Action Fairness Act of 2005 ("CAFA") in accordance with the deadlines provided by CAFA, but no later than ten (10) days after Plaintiff's Motion for Preliminary Approval is filed with the Court. Any failure or delay by Defendant to timely issue any CAFA notice shall not be sufficient reason to delay or continue the Final Fairness Hearing.

3.7. No later than twenty-eight (28) calendar days prior to the Final Fairness Hearing, if

the Settlement has not been terminated pursuant to this Settlement Agreement, Plaintiff's Counsel and Plaintiff shall move for: (a) final approval of the Settlement pursuant to Federal Rule of Civil Procedure 23(e); (b) entry of a Judgment in substantially the same form as Exhibit 2 attached hereto; (c) final approval of the Allocation Methodology and Initial Plan of Allocation; and (d) approval of Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and/or the Case Contribution Award. The Parties will request the Court to hold a Final Fairness Hearing as described in the Notice of Settlement, and to then enter Judgment, and specifically approving all terms and provisions of the Settlement, including the Allocation Methodology and Final Plan of Allocation; provided, however, that Defendant will take no position on the Allocation Methodology nor any Plan of Allocation implementing the Allocation Methodology.

3.8. All Administration, Notice, and Distribution Costs shall be paid from the Gross Settlement Fund. Defendant shall have no liability for any costs associated with the administration of this Settlement other than Defendants issuing notice as contemplated by CAFA.

4. Release, Dismissal, and Covenant Not to Sue

4.1. Upon the Effective Date, the Released Parties, individually and collectively, shall be fully, finally, and forever released from the Released Claims of the Class Members and other Releasing Parties who are not excluded from the Settlement Class by virtue of a timely and properly submitted Request for Exclusion or other Court order, and such Releasing Parties shall be enjoined from asserting or prosecuting any Released Claims against any Released Parties.

4.2. Upon the Effective Date, and for the consideration provided for herein, each and every Class Member who has not timely and properly submitted a Request for Exclusion and who is not excluded from the Settlement Class (a) agrees and covenants that, in addition to the foregoing release of the Released Claims, he, she, or it shall not, at any time, directly or indirectly, on the

Class Member's behalf, sue, institute, or assert against the Released Parties any claims or actions on or concerning the Released Claims, and (b) acknowledges that the foregoing covenant shall apply and have effect by virtue of this Settlement Agreement and by operation of the Judgment. Each Class Member who has not timely and properly submitted a Request for Exclusion and who is not excluded from the Settlement Class further agrees and acknowledges that the covenants not to sue provided for in this paragraph are made to inure to the benefit of, and are specifically enforceable by, each of the Released Parties.

4.3. The Judgment approving the Settlement Agreement shall dismiss the Released Claims asserted in the Litigation with prejudice. However, any continuing obligations under this Settlement Agreement shall survive the entry of the Judgment. The Court, along with any appellate court with power to review the Court's orders and rulings in the Litigation, will retain exclusive and continuing jurisdiction over this Litigation for purposes of administering this Settlement Agreement and any issues associated therewith.

5. Escrow Account and Payment of Taxes

5.1. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Settlement Agreement and/or further order of the Court. Unless otherwise agreed to in writing between Defendant and Plaintiff's Counsel, the Escrow Agent shall deposit the funds in an interest-bearing account. All risks related to the investment of the Gross Settlement Fund and any risk of loss of the fund deposited in the Escrow Account shall be borne by the Gross Settlement Fund alone and not by Plaintiff, Plaintiff's Counsel, Defendant, Defendant's Counsel, or the Settlement Administrator. Nor shall Plaintiff, Plaintiff's Counsel, Defendant, or Defendant's Counsel bear any risks or losses associated with any distribution account maintained by the Settlement Administrator after the Court enters the

Distribution Order.

5.2. The Parties agree that the Gross Settlement Fund is intended to be a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 and that the Settlement Administrator, as administrator of the Escrow Account within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for timely filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). All taxes, interest, and penalties on the income earned on the funds in the Escrow Account shall be paid out of the Escrow Account as provided herein and pursuant to the disbursement instructions set forth in the Escrow Agreement. The Settlement Administrator shall also be solely responsible for causing payment to be made from the Gross Settlement Fund of any taxes, interest, and penalties owed with respect to the Gross Settlement Fund. The Settlement Administrator, as administrator of the Gross Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

5.3. Any tax returns prepared for the Gross Settlement Fund (as well as the election set forth therein) shall be consistent with the Settlement Agreement and in all events shall reflect that all taxes (including any interest or penalties) on the income earned by the Gross Settlement Fund shall be paid out of the Gross Settlement Fund as provided herein. The Gross Settlement Fund shall indemnify and hold all Released Parties, Defendant, Defendant’s Counsel, Plaintiff, and Plaintiff’s Counsel harmless for any taxes, interest, penalties, and related expenses of any kind whatsoever (including without limitation, taxes payable by reason of any such indemnification) on income

earned while the Gross Settlement Fund (or any portion thereof) is in the Escrow Account or any distribution account maintained by the Settlement Administrator after the Court enters the Distribution. The Parties shall notify the Escrow Agent and Settlement Administrator promptly if they receive any notice of any claim for taxes relating to the Gross Settlement Fund.

5.4. All income taxes, if any, incurred on the part of the Class Members in connection with the implementation of this Settlement Agreement shall be reported and paid by the individual Class Members to the extent of their individual tax liability on proceeds they individually receive. Except for any amounts withheld for tax purposes by the Settlement Administrator, the individual Class Members are solely responsible for the payment of any taxes attributable to payments to them under this Settlement Agreement. Plaintiff, Plaintiff's Counsel, Defendant, Defendant's Counsel, the Gross Settlement Fund, and the Settlement Administrator shall have no responsibility or liability whatsoever for any taxes, assessments, interest, or penalties on amounts distributed to Class Members. Defendant, Defendant's Counsel, and the Class Members will bear no responsibility for any taxes due on Plaintiff's Attorney's Fees, any reimbursement of Litigation Expenses or Administration, Notice, and Distribution Costs, or any Case Contribution Award, and such taxes will not be paid from the Escrow Account.

5.5. All distributions shall be subject to any required federal or state income tax withholding, which the Settlement Administrator shall be entitled to withhold and pay to the appropriate taxing authorities. The Settlement Administrator shall provide IRS Form 1099s or other explanations of payments to Class Members sufficient to allow Class Members to know that proper tax payments have been or can be made or to allow them to submit requests for refunds. In the event Distribution Checks are not cashed or are returned to the Settlement Administrator, such that the Class Members do not receive payment of the amounts distributed, the Settlement Administrator shall make reasonable efforts to identify a correct address for such Class Members

and shall request a refund from the taxing authority to whom any withheld taxes were paid on behalf of the Class Member who did not receive payment, and such refunds will become part of the Residual Unclaimed Funds. The Parties and their Counsel shall have no liability for any filed IRS Form 1099s. The Gross Settlement Fund shall indemnify and hold all Released Parties, Defendant, Defendant's Counsel, Plaintiff, and Plaintiff's Counsel harmless for any penalties and related expenses of any kind whatsoever associated with any filed IRS Form 1099s. The Parties shall notify the Escrow Agent and Settlement Administrator promptly if they receive any notice of any claim for penalties relating to a filed IRS Form 1099.

5.6. The Parties agree that Defendant, Defendant's Counsel, Plaintiff, and Plaintiff's Counsel have no responsibility or liability for any severance taxes or other taxes that may be due on the amounts disbursed to the Class Members.

5.7. In the event Defendant is required to pay any taxes or assessments attributable to the Class Members, including any applicable interest or penalties, each Class Member will indemnify Defendant as to the taxes, assessments, interest, and penalties attributable to such Class Member paid by Defendant. Without limitation of the foregoing, Defendant shall be entitled to recover from each Class Member that portion of such taxes or assessments, interest, and penalties attributable to the portion of the Net Settlement Fund allocated to such Class Member by any lawful means available to Defendant, including deduction or offset from any future payments to the Class Member. Defendant's Counsel shall not have any responsibility or liability whatsoever for any taxes or assessments, interest, or penalties on amounts distributed to a Class Member. Plaintiff and Plaintiff's Counsel shall not have any responsibility or liability whatsoever for any taxes or assessments, interest, or penalties on amounts distributed to a Class Member.

5.8. Plaintiff, Plaintiff's Counsel, Defendant, Defendant's Counsel, and the Settlement Administrator do not provide any tax advice whatsoever and shall have no liability whatsoever for

any taxes or assessments due, if any, on the Gross Settlement Fund, and make no representation or warranty regarding the tax treatment of any amount paid or received under this Settlement. Any Class Member with tax questions or concerns is urged to immediately contact his/her own tax adviser. Defendant, Defendant's Counsel, and the Released Parties will have no input in determining the amount of taxes payable by the Settlement Class or how the taxes will be paid from the Gross Settlement Fund and likewise will not be bound in any respect by such determination or be attributed with any agreement as to whether the taxes paid by the Settlement Class are due or payable.

5.9. Defendant, Defendant's Counsel, and the Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the maintenance, investment, distribution, or any other action or inaction related to the Net Settlement Fund, the establishment or maintenance of the Escrow Account or any distribution account maintained by the Settlement Administrator after the Court enters the Distribution Order, the payment or withholding of any taxes, or any other expenses or losses in connection with such matters.

5.10. Subject to paragraph 6.7 regarding up to Two Hundred Fifty Thousand Dollars (\$250,000.00) in Administration, Notice, and Distribution Costs, before making any distribution, the Settlement Administrator and/or Plaintiff's Counsel must request and receive approval from the Court. The request for distribution shall include the amount of the distribution, a summary of the items included in the proposed distribution, and any supporting evidence necessary for the Court to verify that the amount comports with the terms of the Settlement and any applicable Court order.

6. Claims Administration, Allocation, and Distribution of Net Settlement Fund

6.1. The Allocation Methodology is a matter separate and apart from the proposed

Settlement between Plaintiff and Defendant and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Settlement. Provided that none of the terms of the Settlement are modified by such decision, any decision by the Court concerning the Allocation Methodology shall not affect the validity or finality of the Settlement or operate to terminate or cancel this Settlement or affect the finality of the Judgment. Further, after the issuance of any notice contemplated by this Settlement Agreement or ordered by the Court, the Allocation Methodology may be modified without any further notice being required, provided the modification is approved by the Court.

6.2. Plaintiff's Counsel shall, subject to Court approval, allocate the Net Settlement Fund to individual Class Members proportionately based on the amount of statutory interest allegedly owed on the original underlying payment that allegedly occurred outside the time periods required by the PRSA, or based on the amount of statutory interest allegedly accrued on amounts held in suspense during the Claim Period, with due regard for the production date, the date the underlying payment was made or the amount of time the proceeds have been held in suspense, the amount of the underlying payment, the time periods set forth in the PRSA, any additional statutory interest that Plaintiff's Counsel believes has since accrued, and the distribution of small amounts that may exceed the cost of the distribution (\$5.00). No distributions will be made to Class Members who would otherwise receive a distribution of \$5.00 or less under the Final Plan of Allocation. This *de minimis* threshold is set in order to preserve the overall Net Settlement Fund from the costs of claims that are likely to exceed the value of those claims. It has been determined by Plaintiff's Counsel that \$5.00 is a reasonable *de minimis* threshold. A Class Member that falls into this category may request to be excluded from this Litigation as described in this Settlement Agreement or otherwise will be bound by the Settlement Agreement and all provisions thereof despite receiving no payment under the Final Plan of Allocation. In the event the Court declines to approve

the \$5.00 *de minimis* payment provision contained in this paragraph, such refusal will not be grounds to disturb or terminate the Settlement Agreement by any Party; instead, Plaintiff's Counsel will submit an alternative plan of allocation that does not include the \$5.00 *de minimis* payment provision contained in this paragraph. Plaintiff will utilize any information provided by Defendant to direct any allocation to Class Members for the Claim Period. This allocation is subject to modification by Plaintiff's Counsel and final approval by the Court. Defendant, Defendant's Counsel, and the Released Parties shall have no responsibility for the allocation and distribution of the Gross Settlement Fund or Net Settlement Fund, shall not be liable for any claims by, through, or under any Class Member or any third party relating to the allocation or distribution of the Gross Settlement Fund or Net Settlement Fund, including but not limited to any claims that a Class Member should have been allocated and distributed a different amount of the Gross Settlement Fund or Net Settlement Fund than it actually received or than provided by any plan of allocation. Defendant, Defendant's Counsel, and the Released Parties will be indemnified by any Class Member asserting any such claims (or by, through, or under whom such claims are asserted) from and against any losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or relating to the assertion of any such claims.

6.3. No later than twenty-eight (28) days prior to the Final Fairness Hearing, Plaintiff's Counsel will provide an initial Plan of Allocation to Defendant, subject to extension if Defendant has not provided all of the data it is obligated to provide pursuant to paragraph 3.2 above. The initial Plan of Allocation will reflect the amount of the Distribution Check to be sent to each Class Member based upon (a) data provided by Defendant pursuant to paragraph 3.2 above; (b) the assumption that no Class Member timely and properly submits a Request for Exclusion from the Settlement Class or is excluded from the Settlement Class by other order of the Court; and (c) the assumption that Plaintiff's Counsel's application for Plaintiff's Attorneys' Fees, reimbursement of

Litigation Expenses and Administration, Notice, and Distribution Costs, and the Case Contribution Award will be approved. Plaintiff's Counsel may rely on the data provided by Defendant pursuant to paragraph 3.2 above for purposes of the initial Plan of Allocation and is under no obligation to independently verify such data. Any payments under the initial Plan of Allocation otherwise due to WIOs Owing JIBs as identified in the information provided by Defendant pursuant to paragraph 3.2 above, less any attorney fees, shall be returned to Contango, except as to the amounts by which each such WIOs Owing JIBs' payment due exceeds its outstanding joint interest bills, and in such case, the excess shall be paid to such WIO Owing JIBs. Plaintiff will submit for approval by the Court the initial Plan of Allocation based on the provisions of this section as part of or in conjunction with the Final Fairness Hearing.

6.4. Within sixty (60) days after the Effective Date, Plaintiff will file and seek approval of a distribution order with the Court, assuming the Plan of Allocation has been approved by the Court ("Distribution Order"). The Distribution Order will indicate the proportionate amount of the Net Settlement Fund to be paid to each Class Member pursuant to the Allocation Methodology and the Plan of Allocation. The Distribution Order will authorize the Escrow Agent to transfer the Net Settlement Fund to the Settlement Administrator for distribution and will direct the Escrow Agent to terminate the Escrow Account.

6.5. Within thirty (30) days after the Effective Date, the Settlement Administrator will (a) refund from the Net Settlement Fund to Defendant the amount attributable to Class Members in the Initial Plan of Allocation who timely and properly submitted a Request for Exclusion or who were otherwise excluded from the Settlement Class by order of the Court, and (b) provide Defendant with the detail necessary for Defendant to verify the Settlement Administrator's calculation of the refund amount from the Net Settlement Fund.

6.6. The Settlement Administrator shall administer the Settlement and distribute the Net Settlement Fund under Plaintiff's Counsel's supervision in accordance with this Settlement Agreement and subject to the jurisdiction of the Court. Plaintiff, Defendant, and their respective Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms. The Net Settlement Fund shall be distributed to Class Members, except those who have timely and properly submitted a Request for Exclusion or are otherwise excluded from the Settlement Class, according to the Plan of Allocation, as determined by Plaintiff's Counsel, or according to such other plan of allocation and distribution order(s) as the Court approves. Further, to the extent Defendant has not provided the taxpayer identification number for a Class Member, the Settlement Administrator shall make reasonable efforts to obtain the Class Member's tax identification number, including making reasonable inquiry and sending a form W-9 Request for Taxpayer Identification Number and Certification to the best reasonably obtainable address of the Class Member.

6.7. The Gross Settlement Fund shall not be distributed without Court approval. However, Defendant agrees that up to Two Hundred Fifty Thousand Dollars (\$250,000.00) of the Gross Settlement Fund may be used for Administration, Notice, and Distribution Costs, so long as the Court grants the Preliminary Approval Order. If the Court does not grant the Preliminary Approval Order, the entirety of the Gross Settlement Fund shall be returned to Defendant within twenty (20) days of the Court's denial of approval at Defendant's election. In the event the Settlement is not finally approved by the Court in substantially similar form as that jointly proposed by the Parties or the Judgment does not become Final and Non-Appealable, the Gross Settlement Fund shall be returned to Defendant within twenty (20) days of the occurrence of such non-approval at Defendant's election, less up to \$250,000.00 in reasonably incurred Administration, Notice, and Distribution costs incurred prior to such date.

6.8. After Court approval of the Plan of Allocation and entry of a Distribution Order, the Settlement Administrator will make prompt distribution of funds to those ordered by the Court to receive those funds. The Settlement Administrator will only make distributions based on the Plan of Allocation and Distribution Order approved by the Court. It is contemplated that distributions may be made in waves, where using that approach is more efficient for the Settlement Administrator, so that payments to readily identified owners are not unduly delayed. The Settlement Administrator will make a diligent effort to mail the first Distribution Checks within ninety (90) days after the entry of the Distribution Order. The Settlement Administrator will make a diligent effort to distribute the remainder of the Net Settlement Fund to Class Members who have not timely and properly submitted a Request for Exclusion and who are not excluded from the Settlement Class within six (6) months after the Distribution Order. Any portion of the Net Settlement Fund remaining in the Escrow Account or any distribution account maintained by the Settlement Administrator after the void date for each Distribution Check, and after all administration efforts are concluded, shall be considered Residual Unclaimed Funds except as provided in Section 6.11.

6.9. The Settlement Administrator will use commercially reasonable efforts, subject to review and approval by Plaintiff's Counsel, to distribute the Net Settlement Fund. Defendant will provide reasonably accessible information in their possession to assist in locating Class Members who have not timely and properly submitted a Request for Exclusion and who are not excluded from the Settlement Classes by Order of the Court. If the information needed to send a Distribution Check cannot be obtained through such efforts, the portion of the Net Settlement Fund attributable to such Class Member will remain in the Escrow Account or distribution account maintained by the Settlement Administrator as Residual Unclaimed Funds. Plaintiff and Defendant agree to jointly request that the Settlement Administrator share with Defendant any information regarding

addresses and any other information related to owners held in within thirty (30) days of the Effective Date.

6.10. If the information needed to send a Distribution Check cannot be obtained through such efforts, the portion of the Net Settlement Fund attributable to such Class Member will remain in the Escrow Account as Residual Unclaimed Funds. If a Distribution Check is returned to the Settlement Administrator under circumstances suggesting the Class Member did not receive the Distribution Check (e.g., a mailed item returned due to an incorrect, insufficient, or outdated address), the Settlement Administrator and/or consultants working with the Settlement Administrator will use commercially reasonable methods to locate an updated address and will re-issue and re-mail the Distribution Check. If the information needed to send a Distribution Check cannot be obtained through such efforts, or a second Distribution Check is returned and the Class Member cannot be located through commercially reasonable efforts, the portion of the Net Settlement Fund attributable to such Class Member will remain in the Escrow Account or distribution account maintained by the Settlement Administrator as Residual Unclaimed Funds.

6.11. Notwithstanding anything else in this Settlement Agreement to the contrary, for Class Members whose damages are attributable to statutory interest accrued on principal amounts held in suspense but not paid by Defendant during the Claim Period, said Class Members' portion of the Net Settlement Fund shall never constitute Residual Unclaimed Funds. Rather, any portions of the Net Settlement Fund attributable to these Class Members that the Settlement Administrator is unable to pay for any reason shall be sent to Defendant, and Defendant shall then credit the Class Member's portion of the Net Settlement Fund to said Class Member in its suspense account.

6.12. Included with each Distribution Check shall be an enclosure that includes the following notice (or, if a change is required by the Court, a notice substantially the same as the

following):

Class Member: The enclosed check represents a share of the net settlement fund in the settlement of the Class Action *OGP, LLC v. Contango Resources, LLC*, No.22-CV-382-JFH-JFJ, United States District Court for the Northern District of Oklahoma. You are receiving this distribution and check because you have been identified as a Class Member in this action. If you are not legally entitled to the proceeds identified on the check, the Court has entered an Order that requires you to pay these proceeds to persons legally entitled thereto or return this check uncashed to the sender.

The person to whom this check was originally made payable, and anyone to whom the check has been assigned by that person, has accepted this payment pursuant to the terms of the Settlement Agreement, Notice of Settlement, and Judgment related thereto, which releases, inter alia, Defendant and the other Released Parties (as defined in the Settlement Agreement) from any and all Released Claims (as defined in the Settlement Agreement). Pursuant to the Order of the Court, it is the duty of the payee of the check to ensure that the funds are paid to the Class Member(s) entitled to the funds, and the release by Class Member(s) entitled to the funds shall be effective regardless of whether such Class Member(s) receive some, all, or none of the proceeds paid to a payee of a settlement check.

This check shall be null and void if not endorsed and negotiated within ninety (90) days after its date. The release of claims provided in the settlement shall be effective regardless of whether this check is cashed.

6.13. Defendant, Defendant's Counsel, the Released Parties, the Settlement Administrator, Plaintiff, and Plaintiff's Counsel shall have no liability to any Class Member for mispayments, overpayments, or underpayments of the Net Settlement Fund.

6.14. Upon completing all distributions of the Net Settlement Fund (including any necessary supplemental distributions as set forth above in paragraphs 6.8 through 6.10), complying with the Court's order(s) in furtherance of this Settlement, and distributing the Residual Unclaimed Funds pursuant to the Court's order(s), the Settlement Administrator will have satisfied all obligations relating to the payment and distribution of the Net Settlement Fund.

6.15. To the extent not specifically addressed above, any other amount of the Net Settlement Fund that remains in the Escrow Account one calendar year after the Settlement Administrator sends the final wave of Distribution Checks and for which further distribution is not

economically reasonable, shall be considered Residual Unclaimed Funds.

6.16. Within one calendar year after the Settlement Administrator sends the final wave of Distribution Checks, the Settlement Administrator shall send a reconciliation of the Residual Unclaimed Funds to Plaintiff's Counsel and Defendant's Counsel. The reconciliation must include (a) a detail of each distribution made; (b) the detail of any interest or other returns earned; (c) the total Residual Unclaimed Funds and detail sufficient to verify that total; and (d) detail showing the total amount of the Administration, Notice, and Distribution Costs paid.

6.17. Following receipt of this information, the Parties shall move the Court for distribution of the Residual Unclaimed Funds to Down Syndrome Association of Central Oklahoma (DSACO). Notwithstanding the foregoing, interest attributable to suspense funds that is not claimed shall be returned to Contango, who shall then place such amounts in suspense for the benefit of said owners. For the avoidance of doubt, there will be no Residual Unclaimed Funds on interest attributable to suspense funds.

6.18. The Court shall retain jurisdiction to determine any issues relating to the payment and distribution of the Net Settlement Fund, and any claims relating thereto shall be determined by the Court alone, and shall be limited to a determination of the claimant's entitlement to any portion of the Net Settlement Fund, and no consequential, punitive, or other damages; fees; interest; or costs shall be awarded in any proceeding regarding any such determination.

6.19. The Release, Dismissal, and Covenant Not to Sue shall be effective as provided in this Settlement Agreement, regardless of whether or not particular members of the Settlement Class did or did not receive payment from the Net Settlement Fund and regardless of whether or not any Class Member who was obligated pursuant to the Judgment to pay some or all of the distributed funds to another Class Member in fact made such payment to such other member of the Settlement Class. The failure of a Class Member to receive a payment from the Net Settlement Fund or the

failure of a Class Member to make payment to another Class Member pursuant to the payment obligations of the Judgment shall not be a defense to enforcement of the Released Claims against the Released Parties or the Covenant Not to Sue, as to any Class Member.

6.20. Except in the case of willful and intentional malfeasance of a dishonest nature directly causing such loss, Plaintiff's Counsel, Plaintiff, the Settlement Class, Defendant, Defendant's Counsel, and the Released Parties shall have no liability for loss of any portion of any funds under any circumstances and, in the event of such malfeasance, only the party whose malfeasance directly caused the loss has any liability for the portion of funds lost.

7. Plaintiff's Attorneys' Fees, Case Contribution Award, Litigation Expenses, and Administration, Notice, and Distribution Costs

7.1. No later than twenty-eight (28) calendar days prior to the Final Fairness Hearing, Plaintiff's Counsel may apply to the Court for an award of Plaintiff's Attorneys' Fees to Plaintiff's Counsel, the Case Contribution Award to Plaintiff, and for reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs. Defendant has no obligation for Plaintiff's Attorneys' Fees, the Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs, which shall be paid from the Gross Settlement Fund. Therefore, Defendant shall not take any position with respect to the applications; the amount of Plaintiff's Attorneys' Fees, the Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs sought; or with respect to whether the Court should make any or all such awards. Defendant specifically agrees not to contest an application for Plaintiff's Attorneys' Fees up to and including 40% of the Gross Settlement Fund. Any award of Plaintiff's Attorneys' Fees will be governed by federal common law as set forth in paragraph 11.7. Plaintiff and Plaintiff's Counsel agree to seek any award of Plaintiff's Attorneys' Fees to Plaintiff's Counsel, the Case Contribution Award to Plaintiff, and Litigation Expenses and Administration, Notice, and Distribution Costs

exclusively from the Gross Settlement Fund. Defendant, Defendant's Counsel, and the Released Parties shall have no responsibility for and shall take no position with respect to Plaintiff's Attorneys' Fees, Litigation Expenses or Administration, Notice, and Distribution Costs, appointment of Plaintiff as the class representative or Case Contribution Award, nor will they encourage or communicate with any anyone to object thereto.

7.2. Subject to the conditions and qualifications set forth below, any Plaintiff's Attorneys' Fees and reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs that are awarded to Plaintiff's Counsel by the Court shall be paid to Plaintiff's Counsel from the Gross Settlement Fund, to the extent practicable through reasonably diligent efforts by the Escrow Agent, one (1) business day following the date the Judgment becomes Final and Non-Appealable. The terms of this provision may only be altered or amended by written agreement signed by Defendant and Plaintiff's Counsel.

7.3. Any Case Contribution Award that is awarded by the Court shall be paid to Plaintiff from the Gross Settlement Fund, to the extent practicable through reasonably diligent efforts by the Escrow Agent, one (1) business day following the date the Judgment becomes Final and Non-Appealable.

7.4. An award of Plaintiff's Attorneys' Fees, a Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs is not a necessary term of this Settlement Agreement and is not a condition of this Settlement Agreement. No decision by the Court or any court on any application for an award of Plaintiff's Attorneys' Fees, Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs shall affect the validity or finality of the Settlement. Plaintiff and Plaintiff's Counsel may not cancel or terminate the Settlement Agreement or the Settlement based on this Court's or any other court's ruling with respect to Plaintiff's Attorneys' Fees, the Case Contribution Award, or Litigation Expenses and

Administration, Notice, and Distribution Costs.

8. Requests for Exclusion

8.1. Plaintiff shall not submit a Request for Exclusion and neither Plaintiff, Plaintiff's Counsel, Defendant, Defendant's Counsel, nor anyone acting on behalf of said persons or entities, shall encourage or communicate with anyone else regarding submission of a Request for Exclusion. Nevertheless, this Settlement Agreement does not prohibit Plaintiff's Counsel from counseling any Class Member as to his, her, or its legal rights under this Settlement Agreement or prohibit any Class Member who seeks such counsel from Plaintiff's Counsel from electing to file a Request for Exclusion from the Settlement Class in accordance with the Court's orders on the subject.

8.2. Any putative Class Member who timely and properly submits a valid Request for Exclusion, as described below, shall have no right to object to the Settlement in any way, including but not limited to, the fairness, reasonableness, and/or amount of any aspect of the Settlement, Notice of Settlement, Plaintiff's Counsel's request for Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, the Case Contribution Award, the Allocation Methodology, any Plan of Allocation using the Allocation Methodology, or any distribution of the Net Settlement Fund or Residual Unclaimed Funds.

8.3. All Requests for Exclusion must be served on Defendant's Counsel, Plaintiff's Counsel, and the Settlement Administrator by United States Certified Mail, Return Receipt Requested, in compliance with any and all requirements imposed on Requests for Exclusion as contained in the Preliminary Approval Order and the Notice of Settlement, in the manner set by the Court at least twenty-one (21) calendar days prior to the Final Fairness Hearing, unless such deadline is changed or altered by Order of the Court.

8.4. All Requests for Exclusion must include: (a) the Class Member's name, address, telephone number, and notarized signature; (b) a statement that the Class Member wishes to be

excluded from the Settlement Class in *OGP, LLC v. Contango Resources, LLC*, and (c) a description of the Class Member's interest in any wells for which Defendant remitted oil proceeds, including the name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion may not be submitted through the website or by telephone, facsimile, or e-mail.

8.5. For Class Members who file timely requests for exclusion ("Opt-Outs"), if the cumulative amount of the proportionate share of the Opt-Outs is greater than five percent (5%) of the Settlement Fund under Plaintiff's Initial Plan of Allocation, Defendant shall receive a refund from the Net Settlement Fund of the amount attributable to Opt-Outs under the Initial Plan of Allocation approved by the Court. Within five (5) days after the opt-out period ends, the Settlement Administrator shall determine whether the aforesaid threshold for opt-outs has been met and will notify Plaintiff's Counsel and Defendant's Counsel in writing regarding the results of that determination and simultaneously provide a list of the Class Members who have opted out.

9. Termination

9.1. If (a) the Court enters an order denying the motion for preliminary approval of the Settlement or expressly declines to enter the Preliminary Approval Order; (b) the Court refuses to approve this Settlement Agreement; (c) the Court denies the motion for final approval or declines to enter the Judgment; or (d) the Judgment is modified or reversed and such modification or reversal becomes Final and Non-Appealable, this Settlement Agreement shall terminate, and the Parties shall revert to the positions they occupied before the Settlement; provided, however, that any court decision, ruling, or order solely with respect to an application for Plaintiff's Attorneys' Fees, Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs, or to the Allocation Methodology (or any Plan of Allocation using the Allocation Methodology) shall not be grounds for termination.

9.2. [Reserved]

9.3. [Reserved]

9.4. The Effective Date, defined in paragraph 1.10, shall be the first business day on which all of the following shall have occurred:

- a) Defendant has fully paid, or caused to be fully paid, the Gross Settlement Fund, as required above;
- b) the Settlement Agreement has not terminated under paragraph 9 hereof;
- c) the Court has approved the Settlement as described herein and entered the Judgment in substantially the same form and content attached hereto as Exhibit 2; and
- d) such Judgment has become Final and Non-Appealable, as set forth in paragraph 1.14.

9.5. If the Settlement Agreement terminates under paragraph 9 hereof:

- a) the Effective Date shall not occur;
- b) Plaintiff and Defendant shall be restored to their respective positions prior to the Settlement;
- c) the terms and provisions of this Settlement Agreement shall have no further force and effect with respect to Plaintiff, Defendant, or any Class Member and shall not be used in the Litigation or in any other proceeding;
- d) any Judgment or other order, including any order certifying the Settlement Class for settlement purposes only, entered by the Court in accordance with the terms of this Settlement Agreement, shall be treated as vacated, *nunc pro tunc*;
- e) the Gross Settlement Fund will be returned to Defendant within twenty (20) days at Defendant's election, less up to \$250,000.00 in reasonably incurred Administration, Notice, and Distribution Costs incurred prior to such date; and
- f) the Litigation shall proceed as if the Settlement Agreement and any orders or motions entered to further the Settlement were never entered.

10. Objections

10.1. The Notice of Settlement shall require that any objection to the Settlement, this Settlement Agreement, or to the application for Plaintiff's Attorneys' Fees, Litigation Expenses,

Administration, Notice, and Distribution Costs, and the Case Contribution Award be in writing and comply with all the requirements set forth herein and by the Court in the Preliminary Approval Order and Notice of Settlement.

10.2. If the Court determines that the Settlement, including the Allocation Methodology, the Plan of Allocation, and the awards of Plaintiff's Attorneys' Fees, the Case Contribution Award, and Litigation Expenses and Administration, Notice, and Distribution Costs are fair, adequate, and reasonable to the Settlement Class, Plaintiff and Class Counsel shall represent the Settlement Class as a whole in all future proceedings in district court or on appeal, even if Class Members have objected to the Settlement and those objectors are severed for purposes of appeal, consistent with paragraph 10.3.

10.3. The Parties entered into the Settlement to provide certainty and finality to an ongoing dispute. Any Class Member wishing to remain a Class Member, but objecting to any part of the Settlement, can do so only as set forth herein and in the Notices of Settlement documents in substantially the same form as Exhibits 3 through 5, attached hereto. If, after hearing the objection(s), the Court determines that the Settlement, including but not limited to, the Allocation Methodology, the Plan of Allocation, and the awards of Plaintiff's Attorneys' Fees, any Case Contribution Award, and reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, is fair, adequate, and reasonable to the Class as a whole, then either or both Plaintiff and Defendant (each in their sole discretion) may request that the Court require each objecting Class Member to preserve their appellate rights as follows (prior to filing a Notice of Appeal): move for severance and separate appellate review of the Court's rulings on objections relating solely to one or more of the following: the Plan of Allocation, the award of Plaintiff's Attorneys' Fees, the Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs; provided, however, that none of the Parties shall file a motion for severance

and separate appellate review of any objections to the fairness or approval of the Settlement Agreement.

10.4. If the Court determines that the Settlement, including but not limited to, the Allocation Methodology, the Plan of Allocation, and the awards of Plaintiff's Attorneys' Fees, any Case Contribution Award, and reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, as may be modified by the Court, is fair, adequate, and reasonable to the Class as a whole, then either or both Plaintiff and Defendant (each in their sole discretion) may request the Court to require any objecting Class Member, as a prerequisite to pursuing appeal, to put up a cash bond in an amount sufficient to reimburse (a) the appellate fees of Plaintiff's Counsel and Defendant's Counsel and (b) the amount of lost interest to the nonobjecting Class Members caused by any delay in distribution of the Net Settlement Fund that is caused by appellate review of the objection.

10.5. Only a person or entity who remains a member of the Settlement Class shall have the right to object to the Settlement, the Settlement Agreement, or the application for Plaintiff's Attorneys' Fees, Litigation Expenses and Administration, Notice, and Distribution Costs, and the Case Contribution Award. In order for an objection to be valid, the written objection must be (a) filed with the Court and served on Plaintiff's Counsel and Defendant's Counsel by United States Certified Mail, Return Receipt Requested at least twenty-one (21) calendar days prior to the Final Fairness Hearing, unless such deadline is extended or altered by Order of the Court and (b) contain the following:

- i. A heading referring to *OGP, LLC v. Contango Resources, LLC*, No.22-CV-382-JFH-JFJ, United States District Court for the Northern District of Oklahoma;
- ii. A statement as to whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and telephone number;

- iii. A detailed statement of the specific legal and factual basis for each and every objection;
- iv. A list of any witnesses the objector wishes to call at the Settlement Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court);
- v. A list of and copies of any exhibits the objector may seek to use at the Final Fairness Hearing;
- vi. A list of any legal authority the objector may present at the Final Fairness Hearing;
- vii. The objector's name, current address, current telephone number, and all owner identification numbers with Defendant;
- viii. The objector's signature executed before a Notary Public or other officer authorized by law to administer oaths in the jurisdiction where the objector executes the signature;
- ix. Identification of the objector's interest in wells for which the objector has received payments made by or on behalf of Defendant (by well name, payee well number, and county in which the well is located) during the Claim Period and identification of such payments by date of payment, date of production, and amount; and
- x. If the objector is objecting to any portion of the Plaintiff's Attorneys' Fees, Litigation Expenses or Administration, Notice, and Distribution Costs, or Case Contribution Award sought by Plaintiff or Plaintiff's Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is not.

Any Class Member who fails to timely file such written statement and provide the required information will not be permitted to present any objections at the Final Fairness Hearing, and such failure will render any such attempted objection untimely and of no effect. All presentations of objections will be further limited by the information listed. A Class Member's mere compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to

present evidence or testimony at the Final Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of objections at the Final Fairness Hearing, will be in the sole discretion of the Court.

10.6. The Parties will not object to the fairness, adequacy, or reasonableness of the Settlement on appeal. Nor will Defendant take any position, including on appeal, regarding Plaintiff's Attorneys' Fees, any Case Contribution Award, any reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, or the Allocation Methodology (or any Plan of Allocation using the Allocation Methodology).

11. Other Terms and Conditions

11.1. Defendant expressly denies all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation and denies that the Litigation could have been properly maintained as a class action. It is expressly agreed that neither this Settlement, the Settlement Agreement, any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, evidence of or an admission or concession by Defendant of any fault, wrongdoing, or liability whatsoever with respect to the claims and allegations in the Litigation, or class certifiability. There has been no determination by any court, administrative agency, or other tribunal regarding the claims and allegations made in this Litigation. By agreeing to settle the claims of the Settlement Class in the Litigation, Defendant does not admit that the Litigation could have been properly maintained as a contested class action and the Settlement Class does not admit any deficiency in the merits of their claims. Defendant asserts it has valid defenses to Plaintiff's and the Class Member's claims and is entering into the Settlement solely to compromise the disputed claims and avoid the risk and expense of continued litigation.

11.2. Entering into or carrying out the Settlement Agreement, and any negotiations or

proceedings related thereto, and the Settlement Agreement itself, are not, and shall not be construed as, or deemed to be evidence of, an admission or concession by any of the Parties to the Settlement Agreement and shall not be offered or received in evidence in any action or proceeding by or against any party hereto in any court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of the Settlement between Defendant and any Class Member(s), the provisions of the Settlement Agreement, or the Judgment, or to seek an Order barring or precluding the assertion of Released Claims in any proceeding. Further, Plaintiff and Defendant agree that any judgment approving this Settlement Agreement shall not give rise to any collateral estoppel effect as to the certifiability of any class in any other proceeding.

11.3. Plaintiff and Defendant shall use reasonable, good-faith efforts to encourage and obtain approval of the Settlement. Plaintiff and Defendant also agree to use reasonable, good faith efforts to promptly prepare and execute all documentation as may be reasonably required to obtain final approval by the Court of this Settlement and to carry out the terms of this Settlement Agreement.

11.4. Except as otherwise provided herein or by a writing signed by all the signatories hereto, the Settlement Agreement shall constitute the entire agreement among Plaintiff and Defendant related to the Settlement of the Litigation, and no representations, warranties, or inducements have been made to any party concerning the Settlement other than the representations, warranties, and covenants contained and memorialized in the Settlement Agreement. Further, none of the Parties have relied upon any representations, warranties, or covenants made by any other Party other than those expressly contained and memorialized in the Settlement Agreement. This Settlement Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all signatories hereto or their successors-in-interest.

11.5. This Settlement Agreement may be executed in one or more counterparts, including

by facsimile or imaged signatures. Facsimile or imaged signatures will have the same force and effect as original signatures. All executed counterparts taken together shall be deemed to be one and the same instrument. Counsel for the Parties shall exchange among themselves signed counterparts of this Settlement Agreement and Plaintiff will file a complete copy of the Settlement Agreement that has been executed by all Parties with the Court.

11.6. Plaintiff and Defendant and their respective Counsel have mutually contributed to the preparation of the Settlement Agreement. Accordingly, no provision of the Settlement Agreement shall be construed against any party on the grounds that one of the parties or its counsel drafted the provision. Plaintiff and Defendant are each represented by competent counsel who have advised their respective clients as to the legal effects of this Settlement, and neither Plaintiff nor Defendant has received or relied upon advice from opposing counsel. Except as otherwise provided herein, each party shall bear its own costs in connection with the Settlement and preparation of the Settlement Agreement.

11.7. To promote certainty, predictability, the full enforceability of this Settlement Agreement as written, and its nationwide application, this Settlement Agreement shall be governed solely by federal law, both substantive and procedural, as to due process, class certification, judgment, collateral estoppel, res judicata, release, settlement approval, allocation, case contribution award, the right to and reasonableness of attorneys' fees and expenses, and all other matters for which there is federal procedural or common law, including federal law regarding federal equitable common fund class actions.

11.8. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors, trustees, and assigns of the Parties hereto.

11.9. Plaintiff and Defendant intend this Settlement to be a final and complete resolution of all disputes asserted or that could be asserted with respect to the Released Claims. Accordingly,

Defendant agrees not to file a claim against Plaintiff or Plaintiff's Counsel based upon an assertion that the Litigation was brought by Plaintiff or Plaintiff's Counsel in bad faith or without a reasonable basis. Similarly, Plaintiff agrees not to file a claim against Defendant or Defendant's Counsel based upon an assertion that the Litigation was defended by Defendant or Defendant's Counsel in bad faith or without a reasonable basis. Plaintiff and Defendant agree that the amount paid and the other terms of this Settlement were negotiated at arm's length and in good faith, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel. Neither Plaintiff nor Defendant shall assert any claims that the other violated the Oklahoma or Federal Rules of Civil Procedure or any other law or rule governing litigation conduct in the maintenance or defense of the Litigation.

11.10. The headings in the Settlement Agreement are used for the purpose of convenience only and are not meant to have legal effect.

11.11. All disputes and proceedings with respect to the administration of the Settlement and enforcement of the Judgment shall be subject to the jurisdiction of the Court. Plaintiff, the Settlement Class, and Defendant waive any right to trial by jury of any dispute arising under or relating to this Settlement Agreement or the Settlement.

11.12. To the extent non-material modifications of this Settlement Agreement are necessary, such modification may be made by written agreement among Plaintiff and Defendant after the Execution Date without further notice to the Settlement Class as provided herein. This Settlement Agreement and attached exhibits represent the entire, fully integrated agreement between the Parties with respect to the Settlement of the Litigation and may not be contradicted by evidence of prior or contemporaneous oral or written agreements between the Parties. This Settlement Agreement cancels and supersedes any and all prior agreements understandings, representations, and negotiations concerning this Settlement. No additional obligations or

understandings shall be inferred or implied from any of the terms of this Settlement Agreement, as all obligations, agreements, and understandings with respect to the subject matter hereof are solely and expressly set forth herein. It is understood and agreed that the Parties rely wholly on their own respective judgment, belief, and knowledge of the facts relating to the making of this Settlement, which is made without reliance upon any statement, promise, inducement, or consideration not recited herein.

11.13. All counsel and any other persons executing this Settlement Agreement, and any of the exhibits hereto or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms. Plaintiff and each member of the Settlement Class is deemed to represent and warrant that he, she, or it holds the claims being released in the Settlement and that he, she, or it has full authority to release such claims.

11.14. Plaintiff and Defendant stipulate and agree that (a) all activity in the Litigation, except that contemplated in the Settlement Agreement, the Preliminary Approval Order, the Notice of Settlement, and the Judgment shall be stayed; and (b) all hearings, deadlines, and other proceedings, except the preliminary approval hearing (if any) and the Final Fairness Hearing, shall be taken off the Court's calendar.

11.15. If any Party is required to give notice to the other Party under this Settlement Agreement, such notice shall be in writing and shall be deemed to have been duly given upon receipt by hand delivery, facsimile transmission, or electronic mail to the individuals named in the signature blocks below.

11.16. The Parties agree that the settlement terms reached at mediation are superseded in their entirety by this Settlement Agreement.

11.17. The Parties agree the Litigation and the Settlement do not relate to the offering of goods or services to persons in the European Union or the monitoring of behavior of persons residing in the European Union; thus, the Parties and their Counsel are not subject to the General Data Protection Regulation (GDPR) by virtue of anything related to this Settlement.

IN WITNESS WHEREOF, the parties and counsel have executed this Agreement, in several, as of December 29, 2023.

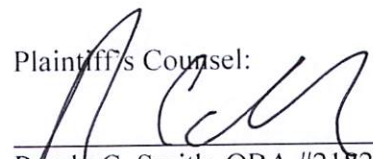
Plaintiff:



OGP, LLC

By: Scott White, Controller

Plaintiff's Counsel:




Randy C. Smith, OBA #21824
RANDY C. SMITH AND ASSOCIATES
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Oklahoma City, OK 73102
Telephone (405) 212-2786
Facsimile (405) 232-6515
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—and—

Brady L. Smith, OBA #30727
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Defendant:


Contango Resources, LLC

By: Charles L. McLawhorn, III
Senior Vice President – General Counsel

Defendant's Counsel:



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-- and --

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Brad.welsh@crowedunlevy.com
Attorneys for Contango Resources, LLC

Attachments:

- Exhibit 1: Preliminary Approval Order
- Exhibit 2: Judgment
- Exhibit 3: Notice of Settlement (for Mailing)
- Exhibit 4: Notice of Settlement (for Website)
- Exhibit 5: Notice of Settlement (for Publication)

Exhibit 1

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA**

OGP, LLC, on behalf of itself and all others
similarly situated,

Plaintiff,

v.

Contango Resources, LLC,

Defendant.

Case No. 22-cv-382-JFH-JFJ

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, CERTIFYING THE CLASS FOR SETTLEMENT PURPOSES,
APPROVING FORM AND MANNER OF NOTICE, AND SETTING DATE FOR
FINAL FAIRNESS HEARING**

This is a class action lawsuit brought by Plaintiff OGP, LLC (“Plaintiff”), on behalf of itself and as a representative of a class of owners (defined below), against Contango Resources, LLC (“Defendant”) (“Plaintiff” and “Defendant” collectively the “Parties”), for the alleged failure to pay statutory interest on payments made outside the time periods set forth in the Production Revenue Standards Act, 52 Okla. St. § 570.1 *et seq.* (the “PRSA”) for oil production proceeds from wells in Oklahoma. On [insert date], the Parties executed a Stipulation and Agreement of Settlement (the “Settlement Agreement”) finalizing the terms of the Settlement.¹ The Settlement Agreement, together with the documents referenced therein and exhibits thereto, set forth the terms and conditions for the proposed Settlement of

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

the Litigation. In accordance with the Settlement Agreement, Plaintiff now presents the Settlement to the Court for preliminary approval under Federal Rule of Civil Procedure 23.

After reviewing the pleadings and Plaintiff's Motion to Certify the Class for Settlement Purposes, Preliminarily Approve Class Action Settlement, Approve Form and Manner of Notice, and Set Date for Final Fairness Hearing ("Motion for Preliminary Approval"), the Court has preliminarily considered the Settlement to determine, among other things, whether the Settlement warrants the issuance of notice to the Settlement Class. Upon reviewing the Settlement and the Motion for Preliminary Approval, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. For purposes of this Order, the Court adopts all defined terms as set forth in the Settlement Agreement unless otherwise defined herein.

2. The Court finds the Settlement Class should be certified at this stage for the purposes of this Settlement, as the Settlement Class meets all certification requirements of Federal Rule of Civil Procedure 23 for a settlement class. The Settlement Class is certified for settlement purposes only, subject to the Court's final consideration at the Final Fairness Hearing. In determining whether the requirements of Rule 23 have been satisfied for purposes of certifying the Settlement Class for settlement purposes, the Court has taken into account the fact of settlement and its impact upon the factors required for certification of the Settlement Class. Among other impacts of settlement, the Court need not inquire whether the case, if tried, would present intractable management problems, as the result of settlement is that there will be no trial. Because this case has been settled at this stage of the proceedings, the Court does not reach, and makes no ruling either way, as to the issue of whether the Settlement Class could have been certified in this case on a contested basis.

3. The certified Settlement Class is defined as follows:

All non-excluded persons or entities who, during the Claim Period: (1) received Late Payments from Defendant (or Defendant's designee) for oil-and-gas proceeds from Oklahoma wells; or whose proceeds were escheated to a government entity by Defendant; or whose proceeds from Oklahoma wells were held in suspense by Defendant on or before May 31, 2023; and (2) who have not already been paid statutory interest on the Late Payments or on the amounts held in suspense by Defendant on or before May 31, 2023. A "Late Payment" for purposes of this class definition means payment of proceeds from the sale of oil or gas production from and an oil-and-gas well after the statutory periods identified in Okla. Stat. tit. 52, § 570.10.

Excluded from this class are: (1) Defendant, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) any Indian Tribe as defined at 30 U.S.C. § 1702 (4) or Indian allottee as defined at 30 U.S.C. § 1702(2); (4) officers of the court; (5) Dan McClure and Kelly McClure Callant and any entity owned or controlled by such parties; (6) Tip Top Oil & Gas; (7) amounts attributable to Owners in suspense with a "TI" suspense code or corresponding numerical code connoting title issues including but not limited to, owner numbers 49802, 57774, 58849; and (8) persons or entities that Plaintiff's counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct.

4. The Court finds, subject to the Court's final consideration at the Final Fairness Hearing, the above-defined Settlement Class satisfies all prerequisites of Federal Rule of Civil Procedure 23(a) for purposes of the proposed class settlement:

a. **Numerosity.** Plaintiff has demonstrated "[t]he class is so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). The Tenth Circuit has not adopted a set number as presumptively sufficient to meet this burden, and there is "no set formula to determine if the class is so numerous that it should be so certified." *Trevizo v. Adams*, 455 F.3d 1155, 1162 (10th Cir. 2006). Here, the Settlement Class consists of thousands of owners. Therefore, the Court finds the numerosity prerequisite is undoubtedly met.

b. **Commonality.** Plaintiff has also demonstrated “[t]here are questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2).

c. **Typicality.** Plaintiff has also shown “[t]he claims or defenses of the representative parties are typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3).

d. **Adequacy.** Plaintiff and Plaintiff’s Counsel have demonstrated “[t]he representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4).

In addition, because the Court finds Plaintiff and Plaintiff’s Counsel to be adequate representatives of the Settlement Class, the Court hereby appoints Plaintiff OGP, LLC, as Class Representative, Plaintiff’s Counsel Randy C. Smith of Randy C. Smith and Associates and Brady L. Smith and of Brady Smith Law, PLLC as Co-Lead Class Counsel and Harry “Skeeter” Jordan of Brady Smith Law, PLLC as Additional Class Counsel.

5. The Court also finds the requirements of Federal Rule of Civil Procedure 23(b)(3) are met:

a. **Predominance.** Class Representative has shown “questions of law or fact common to the members of the class predominate over any questions affecting only individual members.” Fed. R. Civ. P. 23(b)(3).

b. **Superiority.** Class Representative has also established “that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.” Fed. R. Civ. P. 23(b)(3).

In sum, the Court finds all prerequisites and requirements of Federal Rule of Civil Procedure 23(a)-(b) are satisfied for purposes of certifying a class for settlement purposes,

subject to the Court's final consideration at the Final Fairness Hearing.

6. The Court preliminarily finds (a) the proposed Settlement resulted from extensive arm's-length negotiations; (b) the proposed Settlement was agreed to only after Class Counsel had conducted legal research and discovery regarding the strengths and weakness of Class Representative's and the Settlement Class's claims; (c) Class Representative and Class Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate; and (d) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement to the Settlement Class.

7. Having considered the essential terms of the Settlement under the recognized standards for preliminary approval as set forth in the relevant jurisprudence, the Court preliminarily approves the Settlement, subject to the right of any member of the Settlement Class to challenge the fairness, reasonableness, and adequacy of any part of the Settlement, Settlement Agreement, Allocation Methodology, or proposed Plan of Allocation (or any other Plan of Allocation), and to show cause, if any exists, why the Judgment dismissing the Litigation based on the Settlement Agreement should not be ordered after adequate notice to the Settlement Class has been given in conformity with this Order. As such, the Court finds that those Class Members whose claims would be settled, compromised, dismissed, and released pursuant to the Settlement should be given notice and an opportunity to be heard regarding final approval of the Settlement and other matters.

8. The Court further preliminarily approves the form and content of the proposed Notices, which are attached to the Settlement Agreement as Exhibits 3–5, and finds the Notices are the best notice practicable under the circumstances, constitute due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfy the requirements of

applicable laws, including due process and Federal Rule of Civil Procedure 23. The Court finds the form and content of the Notices fairly and adequately: (a) describe the terms and effect of the Settlement; (b) notify the Settlement Class that Class Counsel will seek Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and a Case Contribution Award for Class Representative's services; (c) notify the Settlement Class of the time and place of the Final Fairness Hearing; (d) describe the procedure for requesting exclusion from the Settlement; (e) describe the procedure for objecting to the Settlement or any part thereof; and (f) direct potential Class Members to where they may obtain more detailed information about the Settlement.

9. The Court also preliminarily approves the proposed manner of communicating the Notices to the Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23:

a. No later than thirty (30) days after entry of this Preliminary Approval Order, the Settlement Administrator will mail (or cause to be mailed) the Notice by mail to all Class Members who have been identified after reasonable efforts to do so and will post the Notice to the settlement website. The Notice will be mailed to Class Members using the data described in paragraph 3.2 of the Settlement Agreement, the last known addresses for each payee, and any updated addresses found by the Settlement Administrator. For any Class Members who received more than one payment, the Notice of Settlement will be mailed to the payee's last-known address (or any updated address found by the Settlement Administrator). The Settlement

Administrator will also publish the Notice as described below. It is not reasonable or economically practical for the Parties to do more to determine the names and addresses of Class Members.

b. No later than ten (10) days after mailing the first notice, or at such time as is ordered by the Court, the Settlement Administrator also shall publish (or cause to be published) the Notice of Settlement one time in each of the following newspapers: (a) *The Oklahoman*, a paper of general circulation in Oklahoma; and (b) *The Tulsa World*, a paper of general circulation in Oklahoma.

c. Within ten (10) days after mailing the first notice and continuing through the Final Fairness Hearing, the Settlement Administrator will also display (or cause to be displayed) on an Internet website dedicated to this Settlement the following documents: (i) the Notice of Settlement, (ii) the Complaint, (iii) the Settlement Agreement, (iv) this Order, and (v) other publicly-filed documents related to the Settlement.

d. The Gross Settlement Fund shall bear any Administration, Notice, and Distribution Costs.

10. Class Counsel is authorized to act on behalf of the Settlement Class with respect to all acts required by, or which may be given pursuant to, the Settlement Agreement, or such other acts that are reasonably necessary to consummate the proposed Settlement set forth in the Settlement Agreement.

11. The Court appoints JND Legal Administration to act as Settlement Administrator and perform the associated responsibilities set forth in the Settlement Agreement. The Settlement Administrator will receive and process any Requests for

Exclusion and, if the Settlement is finally approved by the Court, will supervise and administer the Settlement in accordance with the Settlement Agreement (together with the documents referenced therein and exhibits thereto), the Judgment, and the Court's Plan of Allocation order(s) authorizing distribution of the Net Settlement Fund to Class Members. The Parties and their Counsel shall not be liable for any act or omission of the Settlement Administrator.

12. The Court appoints JND Legal Administration as the Escrow Agent. The Escrow Agent is authorized and directed to act in accordance with the Settlement Agreement and Escrow Agreement. Except as set forth in paragraph 6.19 of the Settlement Agreement, the Parties and their Counsel shall not be liable for any act or omission of the Escrow Agent or loss for the funds in the Escrow Account.

13. Pursuant to Federal Rule of Civil Procedure 23(e), a Final Fairness Hearing shall be held on [insert hearing date], at [insert time] __.M. in the United States District Court for the Northern District of Oklahoma, the Honorable John F. Heil, III, presiding, to:

- a. determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate and in the best interests of the Settlement Class;
- b. determine whether the notice method utilized: (i) constituted the best practicable notice under the circumstances; (ii) constituted notice reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) meets all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;

c. determine whether a final Judgment should be entered pursuant to the Settlement Agreement, *inter alia*, dismissing the Litigation against Defendant with prejudice and extinguishing, releasing, and barring all Released Claims against all Released Parties in accordance with the Settlement Agreement;

d. determine the proper method of allocation and distribution of the Net Settlement Fund among Class Members who are not excluded from the Settlement Class by virtue of a timely and properly submitted Request for Exclusion or other order of the Court;

e. determine whether the applications for Plaintiff's Attorneys' Fees, reimbursement for Litigation Expenses and Administration, Notice, and Distribution Costs, and the Case Contribution Award to Class Representative are fair and reasonable and should be approved; and

f. rule on such other matters as the Court may deem appropriate.

14. The Court reserves the right to adjourn, continue, and reconvene the Final Fairness Hearing, or any aspect thereof, including the consideration for the application for Plaintiff's Attorneys' Fees and reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and the Case Contribution Award to Class Representative without further notice to the Settlement Class. The Settlement Administrator will update the website maintained pursuant this Order to reflect the current information about the date and time for the Final Fairness Hearing.

15. Class Members wishing to exclude themselves from the Settlement Class pursuant to Federal Rule of Civil Procedure 23(e)(4) must submit to the Settlement Administrator a valid and timely Request for Exclusion. Requests for Exclusion must include:

(i) the Class Member's name, address, telephone number, and notarized signature; (ii) a statement that the Class Member wishes to be excluded from the Settlement Class in *OGP, LLC v. Contango Resources, LLC*; and (iii) a description of the Class Member's interest in any wells for which Defendant remitted oil proceeds, including the name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion must be served on the Settlement Administrator, Defendant's Counsel, and Plaintiff's Counsel by certified mail, return receipt requested and received no later than 5 p.m. CT on [insert date].

Requests for Exclusion may be mailed as follows:

Settlement Administrator:

OGP, LLC v. Contango Resources, LLC Settlement
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91343
Seattle, WA 98111

Class Co-Lead Counsel:

Randy C Smith
RANDY C. SMITH PLLC
One Leadership Square, Suite 1310
211 North Robinson Ave
Oklahoma City, OK 73102

And

Brady L. Smith
Harry "Skeeter" Jordan
BRADY SMITH LAW, PLLC
One Leadership Square, Suite 1320 211 N. Robinson
Oklahoma City, OK 73102

Defendant's Counsel:

Terry D. Ragsdale
GABLE GOTWALS
110 North Elgin Ave., Suite 200
Tulsa, OK 74120

And

Bradley W. Welsh
CROWE & DUNLEVY
222 North Detroit Avenue, Suite 600
Tulsa, OK 74120

Requests for Exclusion may not be submitted through the website or by phone, facsimile, or e-mail. Any Class Member that has not timely and properly submitted a Request for Exclusion shall be included in the Settlement and shall be bound by the terms of the Settlement Agreement in the event it is finally approved by the Court. Copies of all Requests for Exclusion, including documents submitted therewith, if any, that are submitted to and received by the Settlement Administrator shall be delivered to Plaintiff's Counsel and Defendant's Counsel within one (1) day of receipt.

16. Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, any term of the Settlement, the Allocation Methodology, the Plan of Allocation, the request for Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, or the request for the Case Contribution Award to Class Representative may file an objection. An objector must file with the Court and serve upon Class Counsel and Defendant's Counsel a written objection containing the following: (a) a heading referring to *OGP, LLC v. Contango Resources, LLC*, No. 22-CV-382-JFH-JFJ, United States District Court for the Northern District of Oklahoma; (b) a statement as to whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, counsel must be identified by name, address, and telephone number; (c) a detailed statement of the specific legal and factual basis for each and every objection; (d) a list of any witnesses the objector may call at the Final Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence

must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court); (e) a list of and copies of any exhibits the objector may seek to use at the Final Fairness Hearing; (f) a list of any legal authority the objector may present at the Final Fairness Hearing; (g) the objector's name, current address, current telephone number, and all owner identification numbers with Defendant; (h) the objector's signature executed before a Notary Public; (i) identification of the objector's interest in wells for which Defendant remitted oil proceeds (by well name, payee well number, and county in which the well is located) during the Claim Period and identification of any payments by date of payment, date of production, and amount; and (j) if the objector is objecting to any portion of the Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses or Administration, Notice, and Distribution Costs, or the Case Contribution Award sought by Class Representative or Class Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is not. Such written objections must be filed with the Court and served on Plaintiff's Counsel and Defendant's Counsel, via certified mail return receipt requested, and received no later than 5 p.m. CT by the deadline of twenty-one (21) calendar days prior to the Final Fairness Hearing at the addresses set forth in paragraph 15 above.

Any Class Member who fails to timely file and serve such written statement and provide the required information will not be permitted to present any objections at the Final Fairness Hearing and such failure will render any such attempted objection untimely and of no effect. All presentations of objections will be further limited by the information listed. The Parties' Counsel may file any reply or response to any objections prior to the Final Fairness Hearing. The procedures set forth in this paragraph do not supplant, but are in addition to, any

procedures required by the Federal Rules of Civil Procedure.

17. Any objector who timely files and serves a valid written objection in accordance with the above paragraph may also appear at the Final Fairness Hearing, either in person or through qualified counsel retained at the objector's expense. Objectors or their attorneys intending to present any objection at the Final Fairness Hearing must comply with the Local Rules of this Court in addition to the requirements set forth in paragraph 16 above.

18. No later than twenty-eight (28) calendar days prior to the Final Fairness Hearing, if the Settlement has not been terminated pursuant to the Settlement Agreement, Plaintiff's Counsel and Plaintiff shall move for: (a) final approval of the Settlement pursuant to Federal Rule of Civil Procedure 23(e); (b) entry of a Judgment in substantially the same form as Exhibit 2; (c) final approval of the Allocation Methodology and Plan of Allocation; and (d) Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and/or the Case Contribution Award.

19. If the Settlement is not approved by the Court, is terminated in accordance with the terms of the Settlement Agreement, or a Judgment approving it is entered that does not become Final and Non-Appealable for any reason whatsoever, the Settlement, Settlement Agreement, and any actions to be taken in connection therewith (including this Order and any Judgment entered herein), shall be terminated and become void and of no further force and effect as described in the Settlement Agreement. Any obligations or provisions relating to the refund of Plaintiff's Attorney's Fees, Litigation Expenses, the payment of Administration, Notice, and Distribution Costs already incurred, and any other obligation or provision in the Settlement Agreement that expressly pertains to the termination of the Settlement or events to occur after the termination, shall survive termination of the Settlement Agreement and Settlement.

20. All proceedings in the Litigation, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court. Pending final approval of the Settlement, Class Representative and all Class Members are barred, enjoined, and restrained from commencing, prosecuting, continuing, or asserting in any forum, either directly or indirectly, on their own behalf or on the behalf of any other person or class, any Released Claim against Released Parties.

21. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related thereto, are not, and shall not be construed as, or deemed to be evidence of, an admission or concession by any of the Parties to the Settlement Agreement, and shall not be offered or received in evidence in any action or proceeding by or against any Party in any court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of the Settlement between Defendant and any Class Member(s), the provisions of the Settlement Agreement, or the provisions of any related agreement, order, judgment, or release. This Order shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the propriety of maintaining this Litigation as a contested class action or of class certifiability, and Defendant specifically denies any such fault, wrongdoing, breach, liability, and allegation regarding certification. This Order shall not be construed or used as an admission, concession, or declaration by or against Class Representative or the Settlement Class that their claims lack merit or that the relief requested in the Litigation is inappropriate, improper, or unavailable. This Order shall not be construed or used as an admission, concession, declaration, or waiver by any Party of any arguments, defenses, or claims he, she, or it may have with respect to

the Litigation or class certifiability in the event the Settlement is terminated.

22. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further written notice to the Settlement Class.

IT IS SO ORDERED this ____ day of _____, 2023.

CHIEF JUDGE JOHN F. HEIL, III
UNITED STATES DISTRICT COURT JUDGE

Approved as to Form:

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LLC**

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
WALDRIDGE 17N-4W-4 1HM	CUNNINGHAM 22-18N-2W 1WH
TARVER 3-17N-4E 1MH	ROUNDS 1-21
DIEHL 14-18N-2W 1WH	JOYCE 1-5MH
PFEIFFER 14-19N-2W 1WH	LAWLER 25-19N-1W 1MH
TARPON 1-13HC	NELSON 33-18N-3E 1WH
FRIEDEMANN WEST 28-21-19N-3E 2WH	LAKETA 1-4HC
PFEIFFER 11-19N-2W 1WH	D. RINGER 19-18N-2W 1MH
CHLOE 31-6-20N-3W 1H	VELMA 3-7H
O'NEILL 7-19N-3W 1WH	HEDGES 6-21N-5W 1MH
BJ 17-18N-3W 2MH	TOMCAT 1-12H
RINGER 17-18N-2W 1MH	BIG IRON 5-21N-1E 1WH
GRIFF 18-20N-3W 1MH	BRIAN 4-18N-3W 1MH
WAITS 34-20N-1W 1WH	REUPERT 1-21MH
MASTERSON 27-18N-2W 1MH	STROUD 36-19N-2W 2MH
ACTON RANCH 33_4-18N-2W 2WHX	DONAHOE 25-20N-4W 1MH
WAYNE 27-18N-1E 1MH	H. H. WILLIAMS 12-21N-5W 1MH
SPIRIT CREEK 15-1H	PRESJETT 35-19N-3W 3MH
MCNEILL 31-19N-2W 3WH	SIEGRIST 12-18N-2E 1WH
MARGARET 35-23N-5W 1MH	FUXA 24-19N-4W 1MH
OMMEN 1-15HT	JUDGE SOUTH 33-18N-2E 1MH
CURTIS 7-18N-1W 2MH	HOLCOMB (HOLCOMB 18-1) 4-18HT
COLT 16-22N-5W 2MH	JARDOT 36-19N-2E 1MH
SOULSHINE 8-18N-2W 1MH	MCINTOSH 19N-3W-9 1HM
CAROLINE 9-18N-2E 2MH	WALLEYE 2-23HT
GARY 28-18N-3W 1WH	BOOMER 34-27-19N-2E 1WH
THOMAS 17-21N-1E 1MH	LETCHWORTH 23-19N-2W 1WH
LUNDY 17-16N-4E 1MH	LETCHWORTH 26-19N-2W 1WH
DRAKE 4-17N-4E 3MH	WILD THING 33-4-20N-4W 1CH
CIMARRON RIVER 16N-4W-12 1HW	MARILYN 7-18-19N-3E 2WH
KING 1-11HT	SAWGRASS 33-1H M
HUNT 1-25H	MARTIN 1-23H
BOOMER 3-10-18N-2E 1WH	CROSSFIELD A 21-19N-3W 3MH
HELDRETH 28-18N-4E 2MH	OLMSTEAD 28_33-21N-3W 1WHX
STILLWATER CREEK 32-19N-3E 3WH	SHELTON 6-16N-4E 1MH
WENDY 1-20N-4W 2H	FREEBORN G 4-18N-3W 4WH
WILLIAMS 1-23MH	BETTY 14-18N-3W 1MH
LAWLER 25-19N-1W 2WH	COMBS 4-18N-3E 2WH
GIGER 17-20N-3W 1MH	REGGIE 1-20N-4W 1H
BRANSON 17N-4W-26 1HM	LENA 15-19N-3W 2MH
SIEGRIST 12-18N-2E 2WH	ALDEAN 3-10-18N-2E 1WH
BECK 35_2-18N-2W 1WHX	THOMAS 13-16N-3E 2MH
ROSA 24-17N-19W 1CH	JARDOT-SOS A 36-19N-2E 3WH
BILLY RAE 6-19N-2E 2WH	SCHOELING 1-17H

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
B&W OLTMANN'S 1-14H	WILMA 1-16H
YOST 17-2MH	EDWARDS 31-21N-3W 1WH
GARY 29-18N-3W 1WH	ANNA MARY 5-18N-3W 1MH
JUDGE 21-1MH	RINGER 21-18N-2W 1WH
PETRA 11-17N-19W 1CH	COOLEY 24-19N-1E 2MH
DVORAK FARMS 26-20N-1W 1WH	CLAY 21-2WX
TAPADERA 3-18N-2W 1WH	HANNAH 2-18N-2W 1MH
PRESJETT 35-19N-3W 1MH	GEIHSLER 6-21N-4W 1MH
BECK 26-18N-2W 1WH	ROTHERMEL 23-19N-3W 2MH
DIEHL 11-18N-2W 1WH	REUPERT 1-28MH
CAIG 23-19N-4W 1WH	BIG LAKE 27-18N-3W 2MH
C. MATTHEWS 4-18N-2W 1WH	BIG IRON 4-21N-1E 1WH
FERRELL 8-16N-19W 1CH	LIL JAKE 22-18N-3W 1WH
CLOYANN 27/34-19N-2W 1WH	LAHONDA 8-20N-3W 1MH
FRIEDEMANN WEST 28-21-19N-3E 1WH	BOLENE 14-16N-3E 2MH
COTTON 18-19-17N-4E 1MH	WALKER 5-16N-4E 2MH
THOMAS 13-16N-3E 1MH	COWBOY 1-18N-3W 2MH
VONDELL 1-18HT	WALLEYE 1-23HC
SPYGLASS 29-1H M	BROOKS 26-18N-1E 2MH
WALDRIDGE 17N-4W-4 1HW	CLARY 1-18N-2E 1WH
SOULSHINE 7-18N-2W 1MH	BETTY JEAN 26-19N-1W 2MH
SEDONA 12-19N-3W 1WH	ALDRIDGE 22-19N-1W 1MH
PEBBLE BEACH 32-1H M	PEGGY ANN 29-18N-1W 1MH
KINDER 4-16N-4E 1MH	MASTERSON 22-18N-2W 2MH
WINDJAMMER 1-8HT	WARREN 1-29H
ANDOE 32-18N-1E 2MH	WILLIAMS 1-25MH
PRESJETT 35-19N-3W 2WH	ROTHER 16N-4W-11 2HM
MCCOMAS 23-16N-4E 1MH	DIEDRICH 11-19N-4W 1WH
KINDER 4-16N-4E 2MH	ACTON RANCH 32-18N-2W 1WH
BARRACUDA 1-27HC	FRICK 16N-4W-13-1HW
B&W GREENSHIELDS TRUST 1-23H	HILL 29-20-18N-4E 2WH
WEDEL 28-1WX	BULLING 17-19N-2W 1WMH
CAPONE 2-18N-1W 1WH	BUCKNER 24-19N-1W 1WH
BETTY 11-18N-3W 1WH	LEACH 17-19N-1W 1WH
LUNDY 17-16N-4E 2MH	MEG 19-19N-3W 1WH
EUBANK 2-2MH	ELINORE 1-17H
LINSENMEYER 29-20-19N-3E 1WH	HOLCOMB 3-18H
JARDOT-SOS A 36-19N-2E 2MH	GIGER 17-20N-3W 2MH
MEYER 7_18-20N-3W 1WHX	SOS 36-19N-2E 1WH
TAYLOR 32-17N-4E 2MH	DIEDRICH 13-19N-4W 1WH
WAHOO 1-23HC	GRAYBILL 1-10HT
FUXA A 24-19N-4W 3WH	CELESTE 1-18N-1E 2WH
WAR WAGON 1-18N-3W 4WH	KATZ 31-4WX

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
SHELTON 31-17N-4E 1MH	K-FARM 9-18N-1W 1WH
FLORENE 13-19N-4W 1MH	MADELINE 9-18N-2E 2WH
MARILYN 7-18-19N-3E 1WH	EAVENSON 25-19N-3W 1MH
FRIEND 3-19N-4W 1WH	HOPFER 1-17MH
LENORA 20-18N-1W 1WH	LAVERA 5-18N-3W 1WH
MASTERSON 22-18N-2W 1MH	BASLER 1-23H
C. MATTHEWS 9-18N-2W 1WH	LUNDY 20-16N-4E 1MH
MONA 6-21N-5W 1MH	BLUE SKY 31-17N-4E 1MH
MCLEMORE 20-18N-3E 1WH	BRIAN 10-18N-3W 1MH
CYNDY 1-36H	O'NEILL 18-19N-3W 1WH
WEDEL 29-20-19N-3E 2WH	PEACH 1-19MH
MASTERSON 27-18N-2W 2MH	SCISSORTAIL 2-13HT
COOLEY 24-19N-1E 1MH	SAWGRASS 33-2H M
MCGUIRE 17-1MH	HOPFER 1-20WH
MADELINE 9-18N-2E 1WH	HOPKINS 1-7MH
HUDSON 36-19N-2W 1WH	OWEN 23-17N-19W 1CH
H. H. WILLIAMS 1-21N-5W 1WH	DILLMAN 5-16N-4E 2MH
BLACK-WHITMAN 35-19N-1W 2WH	STORMY 36-1-20N-2W 1WHX
CUNNINGHAM 23-18N-2W 1WH	DUDEK 13-18N-3W 1MH
BRANSON 33_4-18N-2W 1WHX	STILLWATER CREEK 25-19N-2E 2WH
WORTHY 33-17N-4E 2MH	HEDGES 7-21N-5W 1MH
HUDSON 31-19N-1W 1MH	EARL 21-18N-3W 1MH
MYERS 1-3HT	STATE 2-16H
PENN 31-19N-3W 1WH	JUDGE 17-18N-2E 4WH
TARVER 3-17N-4E 2MH	BOYCE 21-1H
IRENE G 1-14H	POCKET MONEY 31-18N-1W 1WH
FICKEN 28-19N-4W 1WH	PEACH 1-29MH
BJ 20-18N-3W 2WH	GEIHSLER 8-21N-4W 1MH
CROSSFIELD A 21-19N-3W 4WH	D. RINGER 24-18N-3W 1WH
PEACH 1-30WH	CROSSFIELD 28-19N-3W 1WH
EDWARDS 30_19-21N-3W 1WHX	CAPONE 35-19N-1W 1WH
LEIGH 8-19N-3E 1MH	JUANITA 27-21N-2W 1BH
HORNET 1-6H	MANNING 32-19N-2W 1WH
CUNNINGHAM 27-18N-2W 1WH	FOWLER 3-1MH
CURTIS 6-18N-1W 3MH	SCHROEDER 4-18N-3E 1MH
STINCHCOMB 1-34H	DORIS 23-17N-21W 1CH
PRESJETT 2-18N-3W 1WH	HILDEBRAND 7-1MH
FIELD 23-18N-4E 1MH	SPARKS 30-18N-1W 1WH
LINDEN 32-19N-3W 1MH	MAVERICK 1-18N-3W 1MH
PAT 3-18N-3W 1WH	RC 1-26HR
WORTHY 33-17N-4E 1MH	PAUL 27-18N-3W 1WH
K-FARM 3-18N-1W 1WH	PECK 1-20
ANEGADA 33-1H MP	JALETA 21-18N-1W 1WH

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
YOST 8-18N-1E 1MH	SLOAN 24-16N-3E 1MH
DUNCAN 35-26-19N-2E 2WH	ROBISON 9-1MH
WOSMEK 14-20N-1W 1WH	HARRISON 22-18N-2E 1WH
REUPERT 1-29MH	SPARKS 24-18N-2W 1WH
MANNING 5-18N-2W 2WH	JUANITA 23-21N-2W 1MH
MCNEILL 6/7 18N-2W 1WH	ADKISSON 1-33H
SEBRANEK 11-21N-3W 1MH	BOOMER 2-11-18N-2E 1WH
SPARKS 19-18N-1W 1WH	WOODARD 1-33H
DILLMAN 5-16N-4E 1MH	ANNA MARY 32-19N-3W 1MH
BOOMER 35-26-19N-2E 1WH	BARBARA 1-36H
FRANK 31-19N-3E 1MH	MCNEILL 31-19N-2W 1WH
DUNCAN 35-26-19N-2E 1WH	J BODE 14-19N-1W 1WH
WLC 33_4-20N-1W 1WHX	ROBEDEAUX 28-22N-1E 1MH
BOSTIAN 17-3MH	JALETA 28-18N-1W 1WH
SALT CREEK LACT 13	PEGGY ANN 29-18N-1W 2MH
PETRA 14-17N-19W 1CH	D. SMITH 2-20N-4W 1WH
B&W WEATHERS 1-7H	LINDEN 32-19N-3W 2MH
BETTY JEAN 26-19N-1W 1MH	SLOAN 13-16N-3E 2MH
PATRICIA 8-21N-5W 1MH	SCHIRO 2-18N-3W 4MH
DUNCAN 2-11-18N-2E 2WH	JUDY MARIE 5-18N-1W 2MH
SCHROEDER 34-19N-3E 1MH	LEMMONS 23-19N-3W 6MH
EDWARDS 29_20-21N-3W 1WHX	STILLWATER CREEK 25-19N-2E 1WH
JOYCE 1-32WH	MCLEMORE 19-18N-3E 1WH
MARLIN 1-12HC	DECKER 14-21N-3W 1WH
HOME PLACE 35-19N-3W 4WH	BILLY RAE 6-19N-2E 1MH
MCLAIN 32-18N-3E 1WH	BECK 36_1-18N-2W 1WHX
HILL 29-18N-4E 3MH	KAUK 1-17
C. MATTHEWS 8-18N-2W 1WH	OMMEN 2-15HT
DENALI 22-19N-4W 1MH	CURTIS 6-18N-1W 2WH
TOBY 15-18N-2E 3WH	WHEELER 11-2MH
ALDRIDGE 27-19N-1W 1MH	HELDRETH 21-18N-4E 1WH
JARDOT 6-7-18N-3E 1WHX	BOYCE 21-3MH
WENDY 1-20N-4W 1H	TOBY 15-18N-2E 2WH
CURTIS 7-18N-1W 1WH	CAIG 26-19N-4W 1MH
MCLAIN 31-18N-3E 1WH	BRIAN 9-18N-3W 1WH
HOME PLACE 35-19N-3W 5MH	ELINORE 1-18H
STILLWATER CREEK 32-19N-3E 5WH	WILLIAMS 8-2MH
EDWARDS 32_5-21N-3W 1WHX	POST 18-18N-1W 1WH
FARRIS 4-7	KIGHTLINGER 19N-3W-8 1HM
CHARLEEN 15-19N-3W 1WH	LINSENMEYER 29-20-19N-3E 2WH
PAMELA 27-17N-19W 1CH	KATZ 31-1WX
AMBERJACK 1-14HC	HUDSON 6-18N-1W 1MH
WAYNE 34-18N-1E 1MH	WAR WAGON 1-18N-3W 5WH

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
WEINKAUF 24_13-19N-3W 1WHX	BLACK-WHITMAN 2-18N-1W 1WH
WINNEY 1-8H	DUDEK 12-18N-3W 1MH
ODIE 1-21N-5W 1MH	PINEHURST 31-1H M
LAHONDA 8-20N-3W 2MH	MCNEILL 31-19N-2W 4WH
MCLEMORE 30-18N-3E 1WH	HOLCOMB 1-13H
MCGUIRE 17-18N-1E 3MH	CANVASBACK 28-19N-1W 2MH
SLOAN 13-16N-3E 1MH	FUXA B 24-19N-4W 4MH
BIG IRON 9-21N-1E 1WH	WALKER 31-17N-4E 1MH
DUDEK 18-18N-2W 1WH	CLARY 2-18N-2E 1WH
KATZ WEST 1-18N-2E 1WH	JUDGE SOUTH 28-18N-2E 1MH
WHITENECK TRUST 20N-3W-12 1HM	FICKEN 27-19N-4W 1MH
ALDEAN 3-10-18N-2E 2WH	HOLCOMB 1-14H
BEARTOOTH 23-19N-4W 1MH	BRANSON 17N-4W-26 2HM
PEARL 9-21N-5W 1MH	PENN 32-19N-3W 1WH
STROUD 36-19N-2W 1MH	HICKS 1-21H
BARRETT 3-2 MH	HINTON 32-18N-1E 1MH
POCKET MONEY 32-18N-1W 1WH	DOTTIE 35-2-18N-2W 1WH
BULLING 8-19N-2W 1WH	BODE 1-2H
D. SMITH 35-21N-4W 1WH	CALDWELL 8-18N-2E 1MH
GLORIA JEAN 21-28-20N-3W 2MH	SMITH 1-14WH
WEBB 29-18N-2W 1MH	MCLAIN 31-18N-3E 2WH
SALGE 1-2H	BRANSON 17N-4W-23 1HM
ANDERSON 17N-4W-27 1HM	WOODALL EXCHANGE 1-18N-2E 2WH
CLARA PEARL 36_25-21N-3W 1WHX	J BODE 14-19N-1W 2WH
EARL 28-18N-3W 1MH	GLORIA JEAN 21-28-20N-3W 1MH
ADAMS 30-19N-3E 2WH	CHARLEEN 14-19N-3W 1MH
FRADY 1-14H	ROBISON 4-1MH
LENORA 29-18N-1W 1WH	LIL JAKE 23-18N-3W 1WH
POST 13-18N-2W 1WH	LINEBERRY 23-19N-1W 2MH
MURIE 27-19N-3E 1WH	LEAH 32-18N-19W 1CH
STILLWATER CREEK 32-19N-3E 2MH	CAIG 22-19N-4W 1MH
GRAFF 19N-3W-30-1HW	FUXA A 24-19N-4W 2MH
SCHIRO 2-18N-3W 3WH	SPARKS 25-18N-2W 1WH
HARVEY 1-11WH	LEACH 8_5-19N-1W 1WHX
K-FARM 4-18N-1W 1WH	C. WINNEY 26-19N-1W 1WH
CELESTE 1-18N-1E 1WH	LOUIS 7-1WX
EAVENSON 24-19N-3W 1MH	PATRICIA 5-21N-5W 1MH
WAYNE 34-18N-1E 2MH	SCHIRO 2-18N-3W 2MH
LEIGH 17-19N-3E 1MH	BJ 21-18N-3W 1WH
ROSA 1-24HT	DUNCAN 2-11-18N-2E 1WH
MARILYN 9-19N-2W 1MH	STILLWATER CREEK WEST 25-19N-2E 1WH
OBSIDIAN 5-17N-4E 1MH	HOWARD 22-17N-21W 1CH
MOFFAT 21-1WH	JUDGE SOUTH 28-18N-2E 2MH

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
MCDANIEL 27-19N-3W 1MH	HINTON 32-18N-1E 2MH
CALDWELL 7-1MH	WALKER 5-16N-4E 1MH
CORNFORTH 15N-3W-9 1HW	PATRICIA 5-21N-5W 2MH
SMITH 1-23MH	BALL 32-17N-4E 1MH
LETCHWORTH 25-19N-2W 1WH	ELAINE 15-18N-2W 1WH
RUNNING GUN 28-21N-2W 1WH	WEDEL 29-1WX
AUTRY 11-18N-2E 1WH	ALLINE 15-19N-2W 1WH
ANDOE 32-18N-1E 1MH	ACTON RANCH 29-18N-2W 2WH
WOODALL EXCHANGE 1-18N-2E 1WH	SHELTON 6-16N-4E 2MH
WYANDOTTE 33-17N-19W 1CH	FLORENE 13-19N-4W 2MH
BRANSON 17N-4W-23 2HM	HOME PLACE 35-19N-3W 6WH
GARTH 1-7HT	TAYLOR 32-17N-4E 1MH
ALDEAN 34-27-19N-2E 1WH	WINNEY 1-5H
STILLWATER CREEK 32-19N-3E 4MH	ADA RUTH 19-18-19N-3E 1WH
DEBO 14-18N-3W 1MH	FREEBORN G 4-18N-3W 2WH
CLARY 35-26-19N-2E 2WH	MARION 26-19N-3W 1WH
B&W HOPKINS 1-33H	BIG LAKE 22-18N-3W 2MH
SEBRANEK 12-21N-3W 1MH	JUANITA 27-21N-2W 1WH
ADA RUTH 19-18-19N-3E 2WH	BLACK-WHITMAN 1-35H
VAVERKA 1-26MH	O'NEILL 17-19N-3W 1WH
BULLING 18-19N-2W 1WMH	GARY 33-18N-3W 1WH
FUXA B 24-19N-4W 5WH	MEYER 8_17-20N-3W 1WHX
ROBEDEAUX 33-22N-1E 1MH	COWBOY 1-18N-3W 3MH
SERENGETI 11-17N-4E 1WH	ELAINE 10-18N-2W 1MH
B&W WILLIAMS 1-11H	C. MATTHEWS 5-18N-2W 1WH
LETCHWORTH 24-19N-2W 1WH	STRIPER 1-2HT
MONA 7-21N-5W 1MH	MCGUIRE 17-18N-1E 2MH
PAUL 26-18N-3W 1WH	ABBAY 25-23N-5W 1MH
D. SMITH 3-20N-4W 1WH	JUDY MARIE 8_17-18N-1W 2WHX
TOBY 15-18N-2E 1WH	EUBANK 11-2WX
GEORGE 28-17N-20W 1CH	BOSTIAN 17-1H
ALDEAN 34-27-19N-2E 2WH	SUCHY 20-19N-3W 1WH
RINGER 20-18N-2W 1MH	JUDGE 21-18N-2E 2MH
ALBERT 25-23N-5W 1MH	HILLENBURG 30-18N-1E 2MH
SEDONA 7-19N-2W 1MH	GRAFF 19N-3W-30-1HM
DENALI 22-19N-4W 2MH	B & W KOLE-KADEN 1-18H
REGGIE 6-20N-3W 1H	KAY ROTHER 16N-4W-14 1HM
CAROLINE 9-18N-2E 1MH	K-FARM 10-18N-1W 1WH
SCISSORTAIL 1-13HC	CROSSFIELD 21-19N-3W 1MH
BLACKBURN 25-23N-5W 1MH	TRUITT 17-16N-4E 1MH
EUBANK 11-3MH	LAVERA 8-18N-3W 1WH
BALL 32-17N-4E 2MH	AUTRY 12-18N-2E 1WH
MITCHELL 33-2MH	BLUEGILL 1-8HT

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
KAY ROTHER 16N-4W-14 1HW	STURGEON 1-15HT
BROOKS 26-18N-1E 1MH	SNAPPER 1-18HT
HILLENBURG 30-18N-1E 1MH	PIKE 1-36HCG
FERRELL 2-28	FARRIS TRUST 3-31H
BOLENE 14-16N-3E 1MH	CLINE 22-1MH
COLT 16-22N-5W 1MH	PERRY OSWEGO WATERFLOOD UNIT
OWEN 26-17N-19W 1CH	CALHOUN 31-2WH
CROSSFIELD A 21-19N-3W 2MH	CALHOUN 31-1 SWD NON-OP
DVORAK FARMS 22-20N-1W 1WH	WITHAM 23-2HX
MCNEILL 31-19N-2W 2WH	MERRICK 1 (NI)
J. D. BLAKE 16-18N-2W 1WH	MERRICK 7D (NI)
J. D. BLAKE 16-18N-2W 2MH	CARPENTER 1-8 (NI)
ELY 1-12H	ROARK 1-8 (NI)
ESTES 1-36H	SUZANNE 8-1 (NI)
HEREFORD 8-1H	TRIPLE T 1 (NI)
TEXOMA 1-26-35XH	TRIPLE T 8-B (NI)
JONES MR 13-5H	DOBERMAN 25-13N-3E 1WH
DUNN 1-14XH	LEWIS 1-35H
TRAMMELL 1R-11-14-23XH	CROOKED STICK 1-4H
NEON MOON 32-1H	SPROWLS 3-28 (NI)
TAYLOR 15A (NI)	SPROWLS 8-28 (NI)
TROGDEN 1 (NI)	MORPHEUS 1-13H
DAVIS 1	BEACH 1-17H PILOT (ORRI)
PAUL 1-15	PANDORA 1-25H (ORRI)
SANDMAN 35-1H	CALYPSO 1-27H
PEGGY 2-10/15H (NC)	PARK CITY 1-32H PILOT (ORRI)
PEGGY 3-10/15H (NC)	PARK CITY 2-32H
JACQUELINE 1-16H (NI)	CANYONS 1-33H (PILOT)
ANGELINE 1-34-27H	TBD 28-14N-7E 1MH
DIANA 1-34H	BIG SKINNER 2-1
LAUDERDALE 36-1H	SMITH MILLER 31A (NI)
BERNDSSEN 1 (NI)	BELL 1-5H (NI)
VERMA 1 (NI)	TRACY 2-30H (NI)
FINNEY 1 (NI)	SHINER 1A-31
STEWART 2	DAVIS FARMS 15N-3W-5-2HW
PHILLIPS 1-7	JACK 1-H
VICKERY 1-11H	ODELL 1
QUAID 1-21H	TELLURIDE 1-10H
JOE 3-11-16 1H (NI)	SUNDANCE 1-11H (NC)
STATE WALTON 1-16H (NI)	SANTA FE 1-15 (ORRI)
PECK 1-28H	OMEGA 1-33H PILOT (ORRI)
CHINOOK 1-10HT	OAKLEY 1-2H
REDEYE 1-1HT	REEDER 1-24

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
TBD 27-15N-7E 1MH	THOMAS 24-16N-3E 2MH
TBD 29-15N-7E 1MH	FREDDIE 28-16N-3E 1MH
ELLE BELLE 1-30H	FREDDIE 33-16N-3E 1MH
WALKING STICK (NI)	SHIPMAN R1-1MH
LOST CREEK 33-1 (NC)	DAVIS FARMS 1-6H
LB 1-8H	BERNIECE 1-13
MORTON 1	SCHEIHING DAVID 1
MORTON 2-18	SCHEIHING DAVID 2
RENISON 1-21	SCHEIHING DAVID 3
KAUK 1-2H	MCNALLY 1-13
RISCH 3-15-20 1H	RHODES 1
ROUNDS 1-8 (ORRI)	SCHEIHING 1A
DATIN 16N-3W-7-1HM	SCHEIHING 1-B
COX MRS 22-1H	KELLOGG 1
CHAPPELL 1-18	KELLOGG 2
NELSON 1	DAVIS PARTNERS 16N-3W-15 1HW
TRYON 1-11MH	BERG TRUST 16N-3W-23 1 HW
MARK 3-16N-3E 1MH	BELL 1-24
HILBERT 1-4MH	DAVIS AF 1
TBD 8-16N-3E (B SLOT)	KELLOGG 'A' 1
DEACON 8-16N-3E 1MH	KELLOGG 'A' 2
MERCURY 9-16N-3E 1MH	KELLOGG JOHN A 1-24
MARK 10-16N-3E 1MH	DAVIS 16N-3W-26 1HW
DAVID 10-16N-3E 1MH	HART 4-16N-4E 1MH
TBD 11-16N-3E (D SLOT)	HART 4-16N-4E 2MH
TBD 11-16N-3E (C SLOT)	BLUE SKY 6-16N-4E 1WH
THAYER 11-16N-3E 1MH	BLUE SKY 6-16N-4E 2MH
THAYER 11-16N-3E 2MH	BETTIS 7-16N-4E 1MH
BENDELE 11-16N-3E 1MH	BETTIS 7-16N-4E 2MH
BENDELE 11-16N-3E 2MH	LINDA 7-16N-4E 1MH
BUCKLEY 12-16N-3E 1MH	LINDA 7-16N-4E 2MH
BUCKLEY 12-16N-3E 2MH	GARRETT 8-16N-4E 1MH
CLINE 12-16N-3E 1MH	GARRETT 8-16N-4E 2MH
CLINE 12-16N-3E 2MH	DILLMAN 8-16N-4E 1MH
TBD 13-16N-3E (A SLOT)	DILLMAN 8-16N-4E 2MH
TBD 14-16N-3E (D SLOT)	PERCEFUL 18-16N-4E 1MH
JENKINS 14-16N-3E 1MH	HICKS 18-16N-4E 1MH
JENKINS 14-16N-3E 2MH	HICKS 18-16N-4E 2MH
ROGER 15-16N-3E 1MH	LUNDY 20-16N-4E 2MH
RUDY 16-16N-3E 1MH	TRUITT 20-16N-4E 1MH
TBD 17-16N-3E (B SLOT)	TRUITT 20-16N-4E 2MH
SLOAN 24-16N-3E 2MH	MARRIOTT 2-21H
THOMAS 24-16N-3E 1MH	EASTER 1-8

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
OTTO HARRISON #5	SONNY 6-3HC
SMITH 23 1	FERRELL 3-8HT
WOLF 5-16N-6E 1MH	GRAYBILL 4-9H
WOLFF 5-16N-6E 1MH	BANKS 1-10
ETHRIDGE 8-16N-6E 1MH	FARRIS 3-12 (TONKAWA 27%)
AFFIRMED 1-15MH	FARRIS 2-12 (COTTAGE GRV 46%)
SECRETARIAT 1-17MH	FARRIS 3-12 (COTTAGE GRV 73%)
WHIRLAWAY 1-20MH (NC)	STEELHEAD 1-12HT
LOWTHER 1-35 (EL)	HOLCOMB 2-13HC
SCOTT 24 13-16N-10W 1HX (NI)	HOLCOMB 2-13HT
EDWARD LEE 1-13-12XH	SCISSORTAIL 3-13H
FARRIS RANCH 1-5	HOLCOMB TRUST 1-14
SEA HORSE 1-5 (ORRI)	IRENE 1-14
BD JONES 14-16-18 1H	IRENE 4-14
WALTER 15-16-18 1H	DONITA 15-16-19 1H
CORVETTE 1-16HT	GRAYBILL 1-15
CORVETTE 1-16HC	GRAYBILL 1-16
KAUK 3-17	GRAYBILL TRUST 16 3H (NI)
KAUK-FEDERAL 1-17H	BALES 18-16-19 1H
CARAVEL 1-17HT	BLACKHAWK 1-18H
MARVA 1-19H	CAROLYN SUE 18-16-19 1H
CLIPPER 1-20HT	ARLITA T 1-20H
LEON 1-21	FERRELL 1-20
CRUISER 1-21HCG	FERRELL 2-20H
JOHNSTON 22-16-18 1H	GRAHAM 2-21H
CUTTER 1-28HT	GRAYBILL F 1-21
CUTTER 2-28HCG	JUANITA 1-21
CLIPPER 2-20H	JUANITA 2-21H
MOWLES 30-2	JUANITA 3-21H
LL FARRIS 1-1 (LRE FARRIS 2-1)	MELISSA T 1-21H
RIVER BEND 1-3 (CHEROKEE)	WANDA 1-21
SOCKEYE 1-3HT	FERRELL 2-22
GREEN RIVER 4-1H	FERRELL 4-22
GREEN RIVER 4-2H	FERRELL 5-22
GREEN RIVER 4-3 HT	FERRELL 6-22
FERRELL 5-1H	FERRELL 7-22H
FLORENE 5 MD 2HC	FERRELL 8-22H
FLORENE 5-1H	FERRELL 9-22H
JIMMY 6-1H	NATALIE 1-22
SONNY 6-1H	RICE 1-22H
TONI 6 BO 1HC	BRAY TRUST 1-24H
MURPHY 1-7H	SHINER 1-24HT
SONNY 6-2H	BRAY TRUST 1-26H

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
WILLIAMS 2-27H	BAKER 1-17N-3E 2WH
WILLIAMS 3-27HLC	REECE 1-1WH
FROG 1-29	REECE 36-1WH
MEYER 1-29	REECE 1-3 SWD
MEYER 2-29	BAKER 2-17N-3E 1WH
MEYER 3-29	LOWE 1-9H
MEYER 4-29	TBD 10-17N-3E (A SLOT)
MEYER 5-29	TBD 11-17N-3E (D SLOT)
MEYER 7-29H	COTTON 13-1SWD
OWENS 1-29	PATTERSON 20 1-29MH (NI)
OWENS 2-29H	BRADLEY 1-25MH
BENJAMIN STOUT 3-4H	GODWIN 1-35MH
BENJAMIN STOUT 4-4H	MILLER 1-2MH
BILL 1-9HT	PERNA 2-35
BILL 2-9H	STATE 1-36H
BILL 3-9H	CHAMBERS 1-5H (M1)
HENRY 1-10H	CHAMBERS 1-8H (M1)
DOUBLE M 12-16-20 1H	PEACOCK 1-9H
LAUDER 1-12 H	PLAGG 17N-3W-13 1HW
LINDA FAYE 12-16-20 1H	PLAGG 17N-3W-13 1HM
MARSHALL MURPHY 1-12H	PLAGG 17N-3W-13 2HM
MOORE 1-13H	PLAGG 17N-3W-13 3HM
MOORE 2-13H	LIVINGSTONNE 13-17N-3W 1SWD
HENRY 2-10HT	BLEVINS 1-18-7H
SHERMAN 1-27H	BLEVINS 2-18-7H
GREEN 21-16-21 1H (IO)	JANE 1-26H
QUATTLEBAUM ODESSA D 22-16-21 1H (IO)	PINTAIL 1-28H
CARLTON 1-34	TBD 2-17N-4E (B SLOT)
CARLTON 2-34	SERENGETI 2-17N-4E 1WH
CARLTON 3-34	FOWLER 34-1H
CARLTON 4-34	FOWLER 34-3WH
CARLTON 5-34	DRAKE 33-1MH
CARLTON 6-34	DRAKE 33-2MH
NORVAL GOOCH 1-7MH	DRAKE 4-17N-4E 2MH
EVEREST 1-9MH	DRAKE USA 4-17N-4E 4MH
GEORGE PLAGG 1-18MH	TBD 4-17N-4E (A SLOT)
MULLHALL 18-17N-2W 1HM	SHAWNEE INDIAN 2 SEC 4-17N-4E
ALICIA JOY 1-18MH	WILLIAMS 5-2MH
GEORGE PLAGG 1-19H	WILLIAMS 5-3MH
NEELY CAREY 1-20WH	WILLIAMS 8-1WX
MCNALLY 1-20WH	LODESTONE 5-17N-4E 1MH
MCNALLY 1-20MH	ELIZABETH 1-5
DOLESE 1-28MH	LOUIS 6-1MH

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
LOUIS 6-2MH	SNAPPER 1-18HCG
LODESTONE 6-17N-4E 1MH	SPANGLER 18-17N-18W 1CH
BARRETT 10-1 MH	SPANGLER 18 NC-1HC
TARVER 10-17N-4E 2MH	COLLIER 1-19
TARVER 10-17N-4E 1MH	IRENE 2-19
WILSON 2-1MH	STEPHENSON 1-19
COUNTY LINE 16-1MH	RICK 1-17N-19W 1CH
COTTON 18-19-17N-4E 2MH	CAMARGO RANCH 1-2
CLAY 28-1MH	CAMARGO RANCH 2 MD 2HC
FAYRVIEW VENTURES 25-17N-4E 1WH	CAMARGO RANCH 2 PA 3HC
FAYRVIEW VENTURES 26-17N-4E 1WH	4GH 1-3H
SMITH 27-17-4-1H	4GH 2-3H
RODNEY 28-17N-4E 1MH	FIGHTING BULL 4 OA 2HC
RODNEY 28-17N-4E 2MH	FAIRCHILD 1-8H
MYRICK 1-29MH	FAIRCHILD 8 AP-2HC
SILKWOOD 1-30MH	DEAN 9 AP 2 HC (IO)
TBD 33-17N-4E (C SLOT)	DEAN 9 NC 1HC (IO)
TBD 33-17N-4E (D SLOT)	LORETA 10 PA 1HC
SMITH 34-17-4 2H	HAZELBAKER 15 AO 2HC
FAYRVIEW VENTURES 35-17N-4E 1WH	LORETA 10 NC 2HC (IO)
EMMERICH 2-6H (IO)	BRADEN 12-17N-19W 1CH
MERKEL 1-10HM (MISS LIME)	TARPON 2-13HT
CALDWELL 1-18H	BRADEN 13-17N-19W 1CH
CALDWELL 3-18H	OGDEN 1-15
BLEVINS 3-18MH	DORADO 1-15HC
BRANSON 17N-4W-22-1HW	HAZELBAKER 15-17N-19W 1CH
BRANSON 23-10	HAZELBAKER 15 MC-1HC
BUFFORD 4-24	WATERS 1-17H
TOUCAN 1-24HW	RIVERVIEW RANCH 1-20H
BAMBERG 26-10	ROSE TATUM 1-21H (ORRI)
TJ 1-29H	HAZELBAKER 1-21H
4-S RANCH 2-32MH	BARRACUDA 2-27HC
TBD 28-17N-5E (A SLOT)	LADD 1-23
MARRS 29-17N-5E 1MH	WAHOO 3-23HT
MARRS 32-17N-5E 1MH	WAHOO 2-23HC
TBD 33-17N-5E (A SLOT)	AMBERJACK 2-23HT
BUGG 1-25H	COLLIER 2-24HC
BROWN 27-17-6 1H (NI)	ROSA 2-24HC
GLIMP 1-4H	COLLIER 1-25
CASE 1-29H	SAYLOR TRUST 2-25
WHEELER 1-20H	SAYLOR TRUST 3-25
MYERS 8 MD-1HC	RIVER BEND 1-26
RONNIE 17/20 AO-1HC	BLUEFIN 1-26HC

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
BLUEFIN 1-26HT	TBD 19-19N-1E (A SLOT)
DOHM 1-27	WILLIAMS 20-2MH
RIVERVIEW RANCH 1-29H	J WILLIAMS 20-18N-1E 1MH
JONES 1-31H	STATE 16-1H
ROSE HILL 1-31H	TBD 21-18N-1E (C SLOT)
AXTON PLACE 1-31H	TBD 21-18N-1E (D SLOT)
EMMONS 1-32	WAYNE 27-18N-1E 2MH
FLORENE 1-32	GRAHAM 28-18N-1E 1MH
RIVERVIEW RANCH 1-32H	LOPP 28-18N-1E 1MH
EMMON 2-32H	WHITE 28-18N-1E 1MH
CURRY TRUST 1-32H	DOOLIN 29-1H
P & M CLEM 28 PA 1HC	JKA 20-1MH
ELLINGTON 5-35	GOULD 30-18N-1E 1MH
RIVER BEND RANCH 1-35	GOULD 30-18N-1E 2MH
MAGGI LYNNE 1-36	HILLENBURG 31-18N-1E 1MH
WESTENHAVER 2-36	GOULD 31-18N-1E 1MH
STEPHENSON TRUST 1-36	GOULD 31-18N-1E 2MH
VERIL 2-17N-20W 1CH	HILLENBURG 31-18N-1E 2MH
CRAIG RANCH 1-8H	GRAHAM 33-18N-1E 1MH
ANDY 9-17N-20W 1CH	GRAHAM 33-18N-1E 2MH
BUTLER 17-17N-20W 1H	WHITE 33-18N-1E 1MH
WESTKAEMPER 1-23H	WHITE 33-18N-1E 2MH
WINSTON 27-17N-20W 1CH	BROOKS 35-18N-1E 1MH
BADLANDS 1-28HC	SHEPARD 2-18N-1W (D SLOT)
DOUGLAS 30-17N-20W 1CH	RUTH 11-18N-1W (A SLOT)
SLASH 1721 4H-5 CG D	RUTH 11-18N-1W (B SLOT)
SLASH 5-3H	HOPKINS 1-12WH
EDDIE 13-17N-21W 1CH	HOPKINS 1-1MH
HOWARD 15-17N-21W 1CH	BREWER 1-14H
TRUMAN 15-17N-21W 1CH	ROBINSON 16-18N-1W 1WMH
POWWOW CREEK 23-17N-21W 1CH	LAWSON 1-23H
CRAIG 1-25H (IO)	STINCHCOMB 1-27H (PA)
CELESTE 1-18N-1E 1SWD	STINCHCOMB 1-27H RD
PISTOL 4-18N-1E 1MH	ELBERT 32-18N-1W 1MH
PISTOL 4-18N-1E 2MH	ELBERT 32-18N-1W 2MH
HOPKINS 1-6WH	HESSEL 2-18N-2E 1WH
PISTOL 9-18N-1E 1MH	HESSEL 2-18N-2E 2WH
PISTOL 9-18N-1E 2MH	TBD 2-18N-2E (C SLOT)
TBD 16-18N-1E (C SLOT)	TBD 2-18N-2E (A SLOT)
TBD 16-18N-1E (D SLOT)	MCENTIRE 3-10-18N-2E 1WH
TBD 18-18N-1E (D SLOT)	MCENTIRE 3-10-18N-2E 2WH
TBD 18-19N-1E (A SLOT)	KOONS 8-18N-2E 1MH
TBD 19-18N-1E (D SLOT)	KOONS 8-18N-2E 2MH

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
DOTTER 11-18N-2E 1WH	ELLEN 9-18N-3E 3WH
DOTTER 11-18N-2E 2WH	ELLEN 9-1MH
HESSEL 11-18N-2E 1WH	BEYL 10-1
HESSEL 11-18N-2E 2WH	KING 10-1MH
TBD 11-18N-2E (A SLOT)	WHEELER 11-18N-3E 4WH
CHARLES J. SCHROEDER 1-11	WHEELER 11-3WX
DOTTER 12-18N-2E 1WH	WHEELER 12-18N-3E 2WH
GATES 3-12H	WHEELER 14-18N-3E 3WH
HARD WORK 13-18N-2E 1WH	WHEELER 14-18N-3E 4WH
COLE 1-13H	WHEELER 14-1H
HANE 1-15	WHEELER 14-2WH
HARRISON 16-18N-2E 1WH	FRANZ 15-18N-3E 1MH
HARD WORK 23-18N-2E 1WH	STATE M 16-2H
HARD WORK 23-18N-2E 2WH	STATE WFD 16-1H
MEHAN 3-14WH	BERRY 13-1MH
HAMMOND 1-24H	METCALF 24-1MH
POLING 26-18N-2E 1WH	METCALF 25-2WX
POLING 27-18N-2E 1WH	BERRY 24-3WH
POLING 27-18N-2E 2WH	METCALF 25-1MH
MYRL 28-18N-2E (A SLOT)	BAKER 35-1WX
MYRL 32-18N-2E (D SLOT)	METCALF 26-18N-3E 1WH
MYRL 33-18N-2E (A SLOT)	COURTRIGHT 26-18-3E 1MH
HUDSON 1-18N-2W 1WH	MURLIN 1-27H
RM 2-18N-2W 2MH	TAYLOR 1-22H
RM 2-18N-2W 1WH	NELSON 28-18N-3E 1WH
MCNEILL 6-18N-2W 1MH	MCLAIN 29-18N-3E 1 H
MABEL 1-16	TBD 31-18N-3E (A SLOT)
TROUBADOUR 17-18N-2W 1MH	TBD 31-18N-3E (B SLOT)
SOULSHINE 17-18N-2W 1MH	TBD 32-18N-3E (D SLOT)
TROUBADOUR 18-18N-2W 1MH	MCCULLOUGH 32-18N-3E 1WH
SOULSHINE 18-18N-2W 1MH	MCCULLOUGH 32-18N-3E 2WH
JOAN 1-20	MCCULLOUGH 32-18N-3E 3WH
JENNINGS 23-18N-2W 1MH	NELSON 33-18N-3E 2MH
JENNINGS 26-18N-2W 1MH	STOCKTON 1-34H
OTHELLO 28-33-18N-2W 1H	FKA BUSHONG 3-18N-3W 1MH
DESDEMONA 29-32-18N-2W 1H	FKA BUSHONG 3-18N-3W 2MH
DESDEMONA 29-32-18N-2W 2H	FREEBORN G 4-18N-3W 3MH
SHENOLD 36-2WX	LINDEN 5-18N-3W 1WH
HILDEBRAND 1-1H	LINDEN 5-18N-3W 2MH
CHLOUBER 2-18N-3E 1MH	POLLARD 1-16H
ER 3-1WX	MCPHAIL 2-18H
COMBS 8-18N-3E 1WH	MCPHAIL 1-19H
ELLEN 9-18N-3E 2WH	MCPHAIL 2-19H

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
MCPHAIL CLYDE 3-19	R & J 30-1WH
BIG LAKE 21-18N-3W 2MH	HARTLEY 31-1MH
ANNIS 1-30-31H	HARTLEY 31-1RC
DEAN 34-1H	HILL 32-18N-4E 1WH
DEAN 34-2MH	DODRILL 32-1MH
MITCHELL 33-1H	TOMMY 1-32
RAINWATER 5-18N-4E 1MH	OBSIDIAN 33-18N-4E 1MH
HILDEBRAND 6-2MH	BUCKLES 27-1MH
HILDEBRAND 12-1MH	BUCKLES 28-1MH
ROJO GRANDE 6-18N-4E 1	STUFFLEBEAM 35-1H
REEDY 7-18N-4E 1MH	STUFFLEBEAM 35-3WH
BLAKLEY 8-18N-4E 1 H	HOLDERREAD EAST 35-18N-4E 1MH
BLAKLEY 9-18N-4E 1 H	HOLDERREAD EAST 35-18N-4E 2MH
KELLY 1-12MH	WILLIAMS 1 (RI)
LETA 1-12MH (ORRI)	WILLIAMS 2 (RI)
MCGUIRE 1-14H	NORRIS 1-23H
WILLIAMS 1H-14	KING RANCH 18-04-32
SYNDER 15-18N-4E 1MH	LBT 1
BERRY 19-1WX	HILL 1-1MH
BERRY 19-2WH	JOHNSON 10 1-3MH (NC)
HALEY 22-18N-4E 1MH	DOUBLE R 9 1-4MH
HALEY 22-18N-4E 2MH	RYDER 1-6MH
STILES 23-18N-4E 4WH	CAROL 6 1-7MH
STILES 23-18N-4E 2MH	RIVER TRAIL 6 1-7MH (ORRI)
FIELD 23-18N-4E 2MH	FRANCIS 1-9MH (NC)
MICK 13 1-24MH (ORRI)	MARCIA 1-10MH (NC)
GERMAN 13 1-24MH (ORRI)	COTTONWOOD 1-11MH (NC)
C & N 25-1H	BETTY LOU 11 1-14MH (NC)
ETHRIDGE 25-2WH	HOUSTON 1A
ETHRIDGE 36-1MH	CATES19 1-18MH (NC)
ETHRIDGE 36-2 WX	GILBERT 20 1-30MH
STILES 23-1MH	BRADLEY 1 SHNW
STILES 26-1WH	CROWN 1-26MH (NC)
STILES 26-18N-4E 2MH	KNIGHTHAWK 1-26MH (NC)
STUFFLEBEAM 26-18N-4E 1WH	LIFE LINE 34 1-27MH (NC)
STUFFLEBEAM 26-18N-4E 2MH	LAUREN 1-28MH (NC)
HOLDERREAD EAST 26-18N-4E 1MH	STILES 30-18N-5E 1MH
HOLDERREAD 27-2MH	STILES 31-1MH
HOLDERREAD 34-2MH	DEBORAH 28 1-33MH (NC)
HOLDERREAD 34-4MH	COWLEY 34 1-27CH
TBD 27-18N-4E (B SLOT)	FULL GOSPEL 1-34MH (NC)
TBD 27-18N-4E (C SLOT)	UNDERWOOD 16 1-9MH NC
HILL 32-1WH	H. C. RYAN 15-18N-6E 1MH

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
H. C. RYAN 16-18N-6E 1MH	BULLET 14-19N-1W 2WH
GEAR 1-8H	BULLET 14-19N-1W 1WH
DAVIS 1-33H	LEACH 16-19N-1W 1WH
WRIGHT 1-32H	PEACH 1-20WH
WARD 1-28H	TBD 21-19N-1W (D SLOT)
WINBURN 1-1	GREENSHIELDS TRUST 23-19N-1W 2WH
BROWN 1-4	LINEBERRY 23-19N-1W 1MH
SIERRA 18-18N-19W 1SWD	BUCKNER 24-19N-1W 2WH
LEAH 32-18N-19W 2H	PETE 24-19N-1W (C SLOT)
WILSON 1-33H	PETE 24-19N-1W (D SLOT)
CLEM 34-18-21 1H (IO)	CANVASBACK 28-19N-1W 1WH (NC)
LENORA 2-35 1H (IO)	B&W HOPKINS 1-32H
HAIR EAST 12-19N-1E (C SLOT)	BRISCOE 1-3-34H
HAIR EAST 12-19N-1E (D SLOT)	SHEPARD 35-19N-1W (D SLOT)
HAIR WEST 13-19N-1E 1MH	C. WINNEY 36-19N-1W 1WH
HAIR WEST 13-19N-1E 2MH	TBD 36-19N-1W 1MH
HAIR EAST 13-19N-1E 1MH	TRUMBLA 7-19N-2E (C SLOT)
HAIR EAST 13-19N-1E 2MH	TRUMBLA 7-19N-2E (D SLOT)
OLTMANN 14-19N-1E 2MH	COWGIRL 7-19N-2E (A SLOT)
WOODROW USA 19-18-19N-1E (A SLOT)	BILLY RAE 7-19N-2E 1MH
WOODROW USA 19-18-19N-1E (B SLOT)	LOWRY 8-19N-2E 2WH
PING 23-19N-1E 1MH	LOWRY 8-19N-2E 1WH
PING 26-19N-1E 1MH	STILLWATER 1-14H
MARKUM 29-19N-1E 1 H	STILLWATER 2-14H
GALLAGHER 29-19N-1E 1WH	STILLWATER 3-14H
GALLAGHER 29-19N-1E 2WH	COWGIRL 18-19N-2E (A SLOT)
LOWE 30-19N-1E 1WH	COWGIRL 18-19N-2E (B SLOT)
WOODROW 30-19N-1E 1WH	TRUMBLA 18-19N-2E (D SLOT)
WOODROW 30-19N-1E 2WH	BERRYALLRED 24-13-19N-2E 1WH
WILSON 30-19N-1E (C)	BERRY-ALLRED 24-13-19N-2E 2WH
WILSON 30-19N-1E (D)	BERRY-ALLRED 1
LOWE 31-19N-1E 1WH	TBD 26-19N-2E (C SLOT)
RAWLS 31-19N-1E (A)	DUNCAN #1-A
RAWLS 31-19N-1E (B)	EAVENSON 19-19N-2W 1MH
WILSON 31-19N-1E (C)	REUPERT 1-20MH
WILSON 31-19N-1E (D)	ALLINE 22-19N-2W 1WH
MARKUM 32-19N-1E 1 H	STROUD 25-19N-2W 1MH
GALLAGHER 32-19N-1E 1WH	EAVENSON 30-19N-2W 1MH
GALLAGHER 32-19N-1E 2WH	JOHNSON 1-33H
MURRAY 1-1H	MATTHEWS 1-33H
MITCHELL 1-2H	HANNAH 35-19N-2W 1MH
MEYER 6 2	HANNAH 35-19N-2W 2MH
MEYER 6-3	HARTING 1-1MH

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
MILDRED MARIE 2-19N-3E 1WH	WAR WAGON 36-19N-3W 5WH
MILDRED MARIE 3-19N-3E 1WH	LOVELL 5-19N-4E 1WH
SCHROEDER FARM 5-19N-3E 1MH	LOVELL 6-19N-4E 1WH
ARTHUR 6-7-19N-3E 1WH	LOVELL 7-19N-4E 1WH
ARTHUR 6-7-19N-3E 2WH	LOVELL 8-19N-4E 1WH
COOL WATER 12-19N-3E 1WH	TBD 16-19N-4E (B SLOT)
LEIGH 16-19N-3E 1MH	TBD 17-19N-4E (A SLOT)
FISCHER 19-19N-3E 1WH	TBD 19-19N-4E (A SLOT)
HOLSTEIN 2-22H	TBD 19-19N-4E (B SLOT)
TBD 24-19N-3E (B SLOT)	PENNY 20-1MH
ALDERSON 25-19N-3E (A SLOT)	PICKERING 20-2MH
TBD 26-19N-3E (A SLOT)	TBD 20-19N-4E (B SLOT)
ADAMS 30-19N-3E 1WH	TBD 20-19N-4E (C SLOT)
KATZ 31-3	TBD 21-19N-4E (A SLOT)
ADAMS 31-19N-3E 1WH	TBD 21-19N-4E (D SLOT)
FRIEDEMANN 33-2	KING VIRGIL 24 1-25MH
SCHROEDER 33-19N-3E 1MH	PENNY 29-1MH
SHREVE 34-19N-3E 2WH	PENNY 29-2MH
CHLOUBER 35-19N-3E 1MH	PENNY 29-3MH
SHREVE 35-19N-3E 2WH	MATTHEW 30-1MH
THEILEN 1903 1-2 CH	MATTHEW 31-1MH
HAKEN 2-19N-3W 1MH	WILMA 32-19N-4E 1MH
LAMDIN 1903 1-3CH	DIEDRICH 12-19N-4W 1WH
VICE 2-4MH	FLORENE 12-19N-4W 1MH
LEMMONS 14-19N-3W 2WH	FLORENE 12-19N-4W 2MH
LENA 16-19N-3W 1WH	DIEDRICH 14-19N-4W 1WH
MARION 22-19N-3W 1MH	TED LEWIS 14-19N-4W 1MH
MARION MST 22-1	TED LEWIS 14-19N-4W 2MH
MARION MST 22-3	BELFORD 1-21H
LEMMONS 23-19N-3W 5WH	BEARTOOTH 23-19N-4W 2MH
MARION 23-19N-3W 1WH	FUXA 25-19N-4W 1WH
MARION MST 23-2	FUXA A 25-19N-4W 2MH
ROTHERMEL 23-19N-3W 3WH	FUXA A 25-19N-4W 3WH
ROTHERMEL 23-19N-3W 4MH	FUXA B 25-19N-4W 4MH
MARION 27-19N-3W 1WH	ROSS 1-20-29H
SUCHY 29-19N-3W 1MH	GERTIE #3-33MH (NC)
PAT 34-19N-3W 1WH	PO CAMPO 19-07-09 1H
MCDANIEL 34-19N-3W 1MH	ALLIGATOR 1-4H
MCDANIEL 34-19N-3W 2MH	ELEPHANT 1-5H
COWBOY 36-19N-3W 3MH	HAZEL RIDDLE #1 (NC)
COWBOY 36-19N-3W 4MH	HAZEL RIDDLE #2 (NC)
MAVERICK 36-19N-3W 1MH	WOODROW 19-08-13 1H
MAVERICK 36-19N-3W 2MH	FIGHTING BULL 4 MD 1HC

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
MERCURY 6-31-19N-16W 1HX	SCHLER WEST 1
BLUMER 23-19-18 1H	BENNETT 1-36-25MH
STATE 1-13H	MARY 1-16
JEKYLL/HYDE 1 14H	JEWEL 1-35H
APPERLEY 2-15H	HAMM 4-M4H
TASMAN 1 15H	HAMM 9-M4H
STATE 1-16H	BEEBE 13-M1H
AUSTIN 2-22H	EDWARDS 20 M4H
WARBURTON 1-23H	WEBER 19-M1H
COOK 2-24H	BEEBE 23-M4H
FLINDERS 1-25H	PEACH 29-M4H
JARDINE 1-26H	PEACH 32 M3H
PICKENS 1-36H	PEACH 32-M4H
WALTERMIRE 20-1-4 WH	BARBARA 1-29H (ORRI)
WALTERMIRE 20-1-4 MH	MACK 15-M4H
HARTSUCK 20-1-9 1H	BUGABAGO 2006 1-31MH (ORRI)
HARTSUCK 20-1-16 1H	GANON 8-01H
GROOM 20-1-17 1H	TROJAN 2007 1MH-11 (IO)
YARBOROUGH 20-1-18 1H	BOOMHAUER 2007 1LMH-13 (NI)
WOSMEK 23-20N-1W 1WH	GRACIE 2007 17-1LOH
OXLEY 1-35H	LIEBHART 1-31H
TERESA 36-20N-2E 1WH	TBD 15-1H
BOLAY 1-2H	GUNGOLL 20-1H
PARK 1-11H	KATY 2 (NI)
PARK 2-11H	CHARLESTON 2015 1-33H (IO)
COMMISSIONERS 20N-2W-30 1HM	CHARLESTON 2015 2-33H (IO)
GLOCKER 1-32H	CHARLESTON 2015 3-33H (IO)
SINGLETON 1-35H	THOMAS 8-21N-1E 1WH
MCINTOSH 1-36MH	THOMAS 18-21N-1E 1WH
TERESA 31-20N-3E 1WH	TRUE GRIT 13-21N-1W WH
OBI 1-32H	WURTZ 21-1-20 1H
HAZEL 16-9-20N-3W 1WH	GLEASON 1-31-30XH (IO)
HAZEL 16-9-20N-3W 2WH	CARR 1-2H
GRIFF 18-20N-3W 2MH	WILL 8-21N-2E 1MH
HAKEN 20-20N-3W 1WH	JAMES 12- 1H
GIGER 20-20N-3W 1MH	YERBIC 21-1H
SEG RIFF RAFF 1-22H	FRANK 26-1H
IREY TRUST 20N-3W-31 1HM	RUNNING GUN 20-21N-2W 1WH
CLAREVILLE 1-12H	RUNNING GUN 29-21N-2W 1WH
MURPHY FAMILY TRUST 1-17	RUNNING GUN 29-21N-2W 1RC
ROSSANDER 32-20N-4E 1WH	GLEASON 1-36H (IO)
ROSSANDER 33-20N-4E 1WH	VEIT 6-1H
SAND CREEK 1-2	VEIT 6-2H

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
HARTING 1-36MH	QUINN 14-21N-7W 1MH
SEBRANEK 1-21N-3W 1WH	QUINN 14-21N-7W 1SWD
SEBRANEK 2-21N-3W 1MH	WILLIAMSON 2107 1UMH-19
MARLIN 2-12HT	HICKMAN 21-1
JANICE 5-21N-3W 1WH	HICKMAN 2107 1MH-22 (IO)
JANICE 6-21N-3W 1MH	PITMAN 2107 1LMH-36 (IO)
JANICE 7/18-21N-3W 1WHX	LYMAN 1-21N-8W 1MH
DECKER 13-21N-3W 1WH	GERALDINE 5-21N-8W 1MH
GETTY 15-21N-3W 1WH	PHILIP 29-21N-8W 1MH
GETTY 16-21N-3W 1WH	TBD 22-21N-9W
GETTY 21-21N-3W 1WH	ULA 1-31H6X7
EASON 26_23-21N-3W 1WHX	WOLVERINE 21-16-24 1H
CASTEEL 24_25-21N-3W 1WHX	BUFFINGTON 29-22N-1E 1MH
SPITFIRE 1-26H	BUFFINGTON 32-22N-1E 1WH
EASON 27_22-21N-3W 1WHX	MOE JEROME 2201 1WH-23
D. SMITH 34-21N-4W 1WH	WILL 1H-28
GEIHSLER 5-21N-4W 1WH	MCCLURE 36-2H
H. H. WILLIAMS 6-21N-4W 1WH	LINN 27-1H
H. H. WILLIAMS 7-21N-4W 1MH	JARED 1-18H
MENDEL 15-21N-4W 1WH	BANYAN 2205 1MOH-2
WILLIAMS 1-24WH	AMON 12-22N-5W 1MH
BEEBY 1-34CH	TBD 2205 1MOH-12
MCKEE 1-36H	GLOCK 2205 1LMH-15 (IO)
WENDY 36-21N-4W 1MH	HELBERG 16-1
WENDY 36-21N-4W 2MH	ELM 2205 1MOH-18
REDWOOD 2105 1 MH-3 (IO)	ADRIAN MEYER 1
BARBEE 2105 1LMH-4 (IO)	HELBERG 1
2014 LS 24 PAD WELL 8-21N-5W 1MH	HELBERG, ROBERT A
PINTAIL 9-21N-5W 1WH	HEMLOCK 2205 1MOH-26
PEARL 9-21N-5W 2MH	POPLAR 1 MH-31 (IO)
PINTAIL 10-21N-5W 1MH	REMINGTON 2205 1MOH-32
HUNTINGTON 15-M1H	COTTONWOOD 2205 1UMH-34
HUNTINGTON 16-M4H	EVERGREEN 2205 1MOH-35
BONZAI 2105 1MOH-18	CRUISE 13-22N-6W 1MH
HUNTINGTON 21-W4H	WHITE OAK 2206 1UMH-36
EDDIE MACK 35-M3H	BURLINGTON 1-12 (PA)
LEE 1 MH-1 (IO)	LPCX-BLASER 1 (NI)
KIMBER 2106 1LMH-2	CAPE FEAR USA 1-2 (NI)
DIETERICH 2MH-10 (IO)	DART 1-2 (NI)
SAVAGE 2106 1MH-11	HEPNER 2-A (NI)
APPLE 2106 1UMH-14	HEPNER 2-B (NI)
PEAR 2106 1LMH-23	NC 1-2 (NI)
FENDEROSA 2107 1LMH-4	WILLIAM LOGAN 1-2 (NI)

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
WHITECLOUD P W F F 1	JAY 1-13H M
REINSCHMIEDT 1-4H	CALDWELL 2407 1-14H
SAMMY 30-23N-4W 1MH	CALDWELL 2407 2-14H
BLASER 1-30	CALDWELL 2407 3-14H (NC)
KOURI 31-23N-4W 1MH	CALDWELL 2407 4-14H (NC)
LELA 1-31	LOIS 1-16H M
MIKE 2305 1-15H	LOIS 2-16H M
BENKENDORF 2305 1-24H (IO)	LOIS 3-16H M
BENKENDORF 2305 2-24H (IO)	LOIS 4-16H M
MARGARET 26-23N-5W 1MH	FROST 2407 1-23H (NI)
LANDRUM 2305 1-30H/31H (IO)	DENNIS 1-29H M
ALBERT 36-23N-5W 1MH	DENNIS 2-29H M
BLACKBURN 36-23N-5W 1MH	DENNIS 3-29H M
BLACKBURN 36-23N-5W 2MH	DENNIS 4-29H M
ABBEY 36-23N-5W 1MH	BOWEN 2407 1-30H
BARNETT 2311 1-4H (NI)	BOWEN 2407 4-30H (NC)
THOMAS 1	BOWEN 2407 3-30H (NC)
ANNA MARY 1-16 (ORRI)	BOWEN 2407 2-30H (NC)
JOYCE 1-25	WILLIAM 2407 2-35H
JOYCE 2-25	RONALD 2407 1-36H
NEWTON 2313 1-25H	NILES 2408 2-2H
DAVID 1-9S	NILES 2408 1-2H
BARNHART 2402 1-2H	NILES 2408 4-2H (NC)
CLINE 1-4H	NILES 2408 3-2H
BOLENBAUGH 1V M	LIMING 2408 1-3H
JOHNSON 1-19V M	LIMING 2408 2-3H (NC)
BARBADOS 20-1H M	LIMING 2408 3-3H (NC)
BONAIR 21-1H MP	SENG 2408 2-11H
HELBERG 1-22H	MESSENGER FARMS 2408 1-12H
JOHNSON 1-26H MP	DOUG 2411 1-19H (NI)
BUSS 1-28H MP	HOLLYWOOD 23-24-12 1H (ORRI)
BUSS 2-28WH	SAMMY 23-24-12 1H (ORRI)
CAYMAN 29-1H MP	TORREY PINES 7-1H M
GINGER 1-10H M	BLACKJACK 1-21H
DRYER 1-6H M	TROON 30-1H M
DRYER 2-6H M	CHURCH 1-34H
DRYER 3-6H M	BANDON DUNES 36-1H M
DRYER 4-6H M	GREYHOUND 2-31H (ORRI)
ROTTWEILER 1-7H	GREYHOUND 3-31H (ORRI)
ROTTWEILER 3-7H	GREYHOUND 4-31H (ORRI)
ROTTWEILER 2-7H	MAGPIE 1-2 (ORRI)
HAYES 2407 2-10H	MAGPIE 2-2H (ORRI)
SENG 2407 1-11MH	MAGPIE 3-2H (ORRI)

Schedule 1
White Star Wells

<u>Well Name</u>	<u>Well Name</u>
PUFFIN 1-8 (ORRI)	LITTLEFIELD 27-27-11 1H
WARBLER 1-9 (ORRI)	LITTLEFIELD 27-27-11 2H
CHAMBERS 2606 1-22H	CHURCHILL 1-34H (ORRI)
HAWKEYE 23-1H M	CHURCHILL 2711 2-34H
SPERRY 34-1H M	CHURCHILL 2711 3-34H
BADGER 3-1H M	CHURCHILL 2711 4-34H
LEILA 1-6H	CHARLES 9-27-12 1H
WILFORD 1-31H	CHEROKEE PIPELINE 9-27-12 1H
GINDER 2610 2-6H (NI)	CPC 9-27-12 1H
ELISA MARIE 7-26-10 1H (ORRI)	INTRUDER 3-12H (NI)
CHEADLE 2610 1-8H	KORELL TRUST 21-27-14 1H (ORRI)
WILDER 2610 1-17H	JANA 22-27-14 1H (ORRI)
BROWER 2611 2-10H (ORRI)	PINNACLE 32-27-14 1H (ORRI)
BROWER 2611 1-10H (ORRI)	LISLE, KAY A 1-19
BROWER 2611 3-10H (ORRI)	DEVINE 2-30
BROWER 2611 4-10H (ORRI)	RAY SMITH 18-1H M
STEIN DON 12-26-11 1H (ORRI)	RAY SMITH 18-2H M
COLLINS 1-21 (ORRI)	RAY SMITH 18-3H M
JOHN WESLEY 21-26-11 1H (ORRI)	RAY SMITH 18-4H M
CHEROKEE STRIP 28-26-11 1H (ORRI)	FELLERS TRUST 2810 1-31H (NI)
JANTZ 28-26-11 1H (ORRI)	LAWILDA 2810 2-30H
JANTZ 28-26-11 2H (ORRI)	LAWILDA 2810 3-30H
GOODWIN 1-32 (ORRI)	MORFORD 2810 1-30H
FDM 5-26-12 1H	KIMMELL 24-1H M
MURROW TRUST 5-26-12 1H	KIMMELL 24-2H M
RUSSELL 5 26 12 1H	KIMMELL 24-3H M
SCHOELING 5-26-12 1H	FARNEY 29-28-11 1H (ORRI)
STATE 1-2	REITZ TRUST 14-1H M
STEVE 1-36	REITZ TRUST 14-2H M
MEDFORD CITY UNIT 1 (RI)	REITZ TRUST 14-3H M
BIGGERSTAFF 2706 1-22H	REITZ TRUST 14-4H M
JOE 2706 1-34H	JOE BISHOP 23-1H M
SHAFER 2707 1-21H M	JOE BISHOP 23-2H M
ELSON 1-32H	JOE BISHOP 23-3H M
ROBERTSON 2710 3-10H (NI)	WGS 1-1H
ROBERTSON 2710 4-10H (NI)	TONTO 1-12H
BONTRAGER 2710 1-33H	TONTO 2812 2-12H
BONTRAGER 2710 2-33H	TONTO 2812 3-12H
LA WILDA 2-10H	CUMMINGS 2812 1-30H (NI)
LA WILDA 3-10H	CUMMINGS 2812 2-30H (NI)
LA WILDA 1-10H	WILEY 1-31H (NI)
ALLISON 25-27-11 1H (ORRI)	SKYHAWK 1-36H (NI)
DARRELL 27-27-11 1H	TREVA SUE 31-28-16 1H

Schedule 1
White Star Wells

Well Name

LEE 11-28-17 1H
RENA 14-28-17 1H
BETTY 34-28-17 1H
LAYTON 1-4H
C A 2820 1-27H (NI)
C A 2820 2-27H (NI)
C A 2820 3-27H (NI)
TANNER TRUST 2911 3-23H (NI)
LORI A 2912 1-15H
LITTLE MULE CREEK 1
LORI 22-29-12 1H (ORRI)
SHIELDS TRUST 1-35H
BURSACK 1-21
JENNY 3404 1-6H
JENNY 3404 2-18H
JENNY 3404 3-18H
PETER 3404 1-20H
JOHN 3404 1-20H
ANN 3404 2-21H (ORRI)
BOBEK 3404 3-21H (ORRI)
BOBEK 3404 1-22H (RI)
CHURCH 2-34H

Exhibit 2

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA**

OGP, LLC, on behalf of itself and all others
similarly situated,

Plaintiff,

v.

Contango Resources, LLC,

Defendant.

Case No. 22-cv-382-JFH-JFJ

JUDGMENT

This is a class action lawsuit brought by Plaintiff OGP, LLC (“Plaintiff”), on behalf of itself and as a representative of a class of owners (defined below), against Contango Resources, LLC (“Defendant”) (“Plaintiff” and “Defendant” collectively the “Parties”), for the alleged failure to pay statutory interest on payments made outside the time periods set forth in the Production Revenue Standards Act, 52 Okla. St. § 570.1 *et seq.* (the “PRSA”) for oil production proceeds from wells in Oklahoma. On [insert date], the Parties executed a Stipulation and Agreement of Settlement (the “Settlement Agreement”) finalizing the terms of the Settlement.¹¹

On [insert date], the Court preliminarily approved the Settlement and issued an Order Granting Preliminary Approval of Class Action Settlement, Certifying the Class for

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

Settlement Purposes, Approving Form and Manner of Notice, and Setting Date for Final Fairness Hearing (the “Preliminary Approval Order”). In the Preliminary Approval Order, the Court, *inter alia*:

- a. certified the Settlement Class for settlement purposes, finding all requirements of Federal Rule of Civil Procedure 23 have been satisfied with respect to the proposed Settlement Class;
- b. appointed Plaintiff OGP, LLC, as Class Representative, Plaintiff’s Counsel Randy C. Smith of Randy C. Smith and Associates and Brady L. Smith and of Brady Smith Law, PLLC as Co-Lead Class Counsel and Harry “Skeeter” Jordan of Brady Smith Law, PLLC as Additional Class Counsel;
- c. preliminarily found: (i) the proposed Settlement resulted from extensive arm’s-length negotiations; (ii) the proposed Settlement was agreed to only after Class Counsel had conducted legal research and discovery regarding the strengths and weaknesses of Class Representative’s and the Settlement Class claims; (iii) Class Representative and Class Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate; and (iv) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement to the Settlement Class;
- d. preliminarily approved the Settlement as fair, reasonable, and adequate and in the best interest of the Settlement Class;
- e. preliminarily approved the form and manner of the proposed Notices to be communicated to the Settlement Class, finding specifically that such Notices, among other information: (i) described the terms and effect of the Settlement;

- (ii) notified the Settlement Class that Plaintiff's Counsel will seek Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and the Case Contribution Award for Class Representative's services; (iii) notified the Settlement Class of the time and place of the Final Fairness Hearing; (iv) described the procedure for requesting exclusion from the Settlement; (v) described the procedure for objecting to the Settlement or any part thereof; and (vi) directed potential Class Members to where they may obtain more detailed information about the Settlement;
- f. instructed the Settlement Administrator to disseminate the approved Notices to potential members of the Settlement Class in accordance with the Settlement Agreement and in the manner approved by the Court;
 - g. provided for the appointment of a Settlement Administrator;
 - h. provided for the appointment of an Escrow Agent;
 - i. set the date and time for the Final Fairness Hearing as [insert date], at _____M. in the United States District Court for the Northern District of Oklahoma; and
 - j. set out the procedures and deadlines by which Class Members could properly request exclusion from the Settlement Class or object to the Settlement or any part thereof.

After the Court issued the Preliminary Approval Order, due and adequate notice by means of the Notice and Summary Notice was given to the Settlement Class, notifying them of the Settlement and the upcoming Final Fairness Hearing. On [insert date], in accordance

with the Preliminary Approval Order and the Notice, the Court conducted a Final Fairness Hearing to, *inter alia*:

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

b. determine whether the notice method utilized by the Settlement Administrator: (i) constituted the best practicable notice under the circumstances; (ii) constituted notice reasonably calculated under the circumstances to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement or any part thereof, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) meets all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;

c. determine whether to approve the Allocation Methodology, the Plan of Allocation, and distribution of the Net Settlement Fund to Class Members who did not timely submit a valid Request for Exclusion or were not otherwise excluded from the Settlement Class by order of the Court;²

d. determine whether a Judgment should be entered pursuant to the Settlement Agreement, *inter alia*, dismissing the Litigation against Defendant with prejudice and extinguishing, releasing, and barring all Released Claims against all Released Parties in accordance with the Settlement Agreement;

² The Court will issue a separate order pertaining to the allocation and distribution of the Net Settlement Proceeds among Class Members (the “Initial Plan of Allocation Order”).

e. determine whether the applications for Plaintiff's Attorneys' Fees, reimbursement for Litigation Expenses and Administration, Notice, and Distribution Costs, and the Case Contribution Award to Class Representative are fair and reasonable and should be approved;³ and

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

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

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

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

3. The Settlement Class, which was certified in the Court's Preliminary Approval Order, is defined as follows:

All non-excluded persons or entities who, during the Claim Period: (1) received Late Payments from Defendant (or Defendant's designee) for oil-and-gas proceeds from Oklahoma wells; or whose proceeds were escheated to a government entity by Defendant; or whose proceeds from Oklahoma wells were held in suspense by Defendant on or before May 31, 2023; and (2) who have not already been paid statutory interest on the Late Payments or on the amounts held in suspense by Defendant on or before May 31, 2023. A "Late Payment" for purposes of this class definition means payment of proceeds from the sale of oil or gas production from and an oil-and-gas well after the statutory periods identified in Okla. Stat. tit. 52, § 570.10.

³ The Court will issue separate orders pertaining to Plaintiff's Counsel's request for Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and Class Representative's request for the Case Contribution Award.

Excluded from this class are: (1) Defendant, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) any Indian Tribe as defined at 30 U.S.C. § 1702 (4) or Indian allottee as defined at 30 U.S.C. § 1702(2); (4) officers of the court; (5) Dan McClure and Kelly McClure Callant and any entity owned or controlled by such parties; (6) Tip Top Oil & Gas; (7) amounts attributable to Owners in suspense with a “TI” suspense code or corresponding numerical code connoting title issues, including but not limited to, owner numbers 49802, 57774, 58849; and (8) persons or entities that Plaintiff’s counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct.

4. For substantially the same reasons as set out in the Court’s Preliminary Approval Order, [Doc. __], the Court finds that the above-defined Settlement Class should be and is hereby certified for the purposes of entering judgment pursuant to the Settlement Agreement. Specifically, the Court finds that all requirements of Rule 23(a) and Rule 23(b)(3) have been satisfied for settlement purposes. Because this case has been settled at this stage of the proceedings, the Court does not reach, and makes no ruling either way, as to the issue of whether the Settlement Class could have been certified in this case on a contested basis.

5. The Court finds that the persons and entities identified in the attached **Exhibit 1** have submitted timely and valid Requests for Exclusion and are hereby excluded from the foregoing Settlement Class, will not participate in or be bound by the Settlement, or any part thereof, as set forth in the Settlement Agreement, and will not be bound by or subject to the releases provided for in this Judgment and the Settlement Agreement.

6. At the Final Fairness Hearing on [insert date], the Court fulfilled its duties to independently evaluate the fairness, reasonableness, and adequacy of, *inter alia*, the Settlement and the Notice of Settlement provided to the Settlement Class, considering not only the pleadings and arguments of Class Representative and Defendant and their respective

Counsel, but also the concerns of any objectors and the interests of all absent Class Members. In so doing, the Court considered arguments that could reasonably be made against, *inter alia*, approving the Settlement and the Notice of Settlement, even if such argument was not actually presented to the Court by pleading or oral argument.

7. The Court further finds that due and proper notice, by means of the Notices, was given to the Settlement Class in conformity with the Settlement Agreement and Preliminary Approval Order. The form, content, and method of communicating the Notices disseminated to the Settlement Class and published pursuant to the Settlement Agreement and the Preliminary Approval Order: (a) constituted the best practicable notice under the circumstances; (b) constituted notice reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement or any part thereof, and their right to appear at the Final Fairness Hearing; (c) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, the Due Process protections of the State of Oklahoma, and any other applicable law. Therefore, the Court approves the form, manner, and content of the Notices used by the Parties. The Court further finds that all Class Members have been afforded a reasonable opportunity to request exclusion from the Settlement Class or object to the Settlement.

8. Pursuant to and in accordance with Federal Rule of Civil Procedure 23, the Settlement, including, without limitation, the consideration paid by Defendant, the covenants not to sue, the releases, and the dismissal with prejudice of the Released Claims against the

Released Parties as set forth in the Settlement Agreement, is finally approved as fair, reasonable and adequate and in the best interests of the Settlement Class. The Settlement Agreement was entered into between the Parties at arm's-length and in good faith after substantial negotiations free of collusion. The Settlement fairly reflects the complexity of the Released Claims, the duration of the Litigation, the extent of discovery, and the balance between the benefits the Settlement provides to the Settlement Class and the risk, cost, and uncertainty associated with further litigation and trial. Serious questions of law and fact remain contested between the Parties and experienced counsel, and the Parties have prosecuted and defended their interests. The Settlement provides a means of gaining immediate valuable and reasonable compensation and forecloses the prospect of uncertain results after many more months or years of additional discovery and litigation. The considered judgment of the Parties, aided by experienced legal counsel, supports the Settlement.

9. By agreeing to settle the Litigation, Defendant does not admit, and instead specifically denies, that the Litigation could have otherwise been properly maintained as a contested class action, and specifically denies any and all wrongdoing and liability to the Settlement Class, Class Representative, and Class Counsel.

10. The Court finds that on [insert date], Defendant caused notice of the Settlement to be served on the appropriate state official for each state in which a Class Member resides, and the appropriate federal official, as required by and in conformance with the form and content requirements of 28 U.S.C. § 1715. In connection therewith, the Court has determined that, under 28 U.S.C. § 1715, the appropriate state official for each state in which a Class Member resides was and is the State Attorney General for each such state, and the appropriate federal official was and is the Attorney General of the United States. Further, the Court finds

it was not feasible for Defendant to include on each such notice the names of each of the Class Members who reside in each state and the estimated proportionate share of each such Class Members to the entire Settlement as provided in 28 U.S.C. § 1715(b)(7)(A); therefore, each notice included a reasonable estimate of the number of Class Members residing in each state and the value of the Gross Settlement Fund. No appropriate state or federal official has entered an appearance or filed an objection to the entry of final approval of the Settlement. Thus, the Court finds that all requirements of 28 U.S.C. § 1715 have been met and complied with and, as a consequence, no Class Member may refuse to comply with or choose not to be bound by the Settlement and this Court's Orders in furtherance thereof, including this Judgment, under the provisions of 28 U.S.C. § 1715.

11. The Litigation and Released Claims are dismissed with prejudice as to the Released Parties. The Court orders that, upon the Effective Date, the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Class Members who have not validly and timely submitted a Request for Exclusion to the Settlement Administrator as directed in the Notice of Settlement and Preliminary Approval Order. The Court finds that Defendant has agreed not to file a claim against Plaintiff or Plaintiff's Counsel based upon an assertion that the Litigation was brought by Plaintiff or Plaintiff's Counsel in bad faith or without reasonable basis. Similarly, the Court finds that Plaintiff has agreed not to file a claim against Defendant or Defendant's Counsel based upon an assertion that the Litigation was defended by Defendant or Defendant's Counsel in bad faith or without reasonable basis. The Releasing Parties are hereby deemed to have finally, fully, and forever conclusively released, relinquished, and discharged all of the Released Claims against the Released Parties to the fullest extent permitted by law. The Court thus permanently bars and enjoins the Releasing

Parties, and each of them (regardless of whether or not any such person or party actually received a payment from the Net Settlement Fund, and without regard as to whether any payment was correctly determined), and all persons acting on their behalf, from directly or indirectly, or through others, suing, instigating, instituting, or asserting against the Released Parties any claims or actions on or concerning the Released Claims. Neither Party will bear the other Party's litigation costs, costs of court, or attorney's fees.

12. The Court also approves the efforts and activities of the Settlement Administrator and the Escrow Agent in assisting with certain aspects of the administration of the Settlement, and directs them to continue to assist Class Representative in completing the administration and distribution of the Settlement in accordance with the Settlement Agreement, this Judgment, any Plan of Allocation approved by the Court, and the Court's other orders.

13. Nothing in this Judgment shall bar any action or claim by Class Representative or Defendant to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

14. The Settlement Administrator is directed to refund to Defendant the portions of the Net Settlement Fund under the Initial Plan of Allocation attributable to Class Members who timely and properly submitted a Request for Exclusion or who were otherwise excluded from the Settlement Class by order of the Court in accordance with the terms and process of the Settlement Agreement.

15. This Judgment, the Settlement, and the Settlement Agreement (including any provisions contained in or exhibits attached to the Settlement Agreement), any negotiations, statements, or proceedings related thereto, and/or any action undertaken pursuant thereto, shall not be used for any purpose or admissible in any action or proceeding for any reason, other

than an action to enforce the terms of the Judgment, the Settlement, or the Settlement Agreement (including, but not limited to, defending or bringing an action based on the Release provided for herein). Specifically, but without limitation, the Judgment, the Settlement, and the Settlement Agreement are not, and shall not be deemed, described, construed to be, or offered as, evidence of a presumption, concession, declaration, or admission by any of the Parties to the Settlement Agreement, or any person or entity, as to the truth of any allegation made in the Litigation; the validity or invalidity of any claim or defense that was, could have been, or might be asserted in the Litigation; the amount of damages, if any, that would have been recoverable in the Litigation; any liability, negligence, fault, or wrongdoing of any person or entity in the Litigation; or whether any other lawsuit should be certified as a class action pursuant to Federal Rule of Civil Procedure 23 or any applicable state rule of procedure. Further, this Judgment shall not give rise to any collateral estoppel effect as to the certifiability of any class in any other proceeding.

16. As separately set forth in detail in the Court's Plan of Allocation Order(s), the Allocation Methodology, the Plan of Allocation, and distribution of the Net Settlement Fund among Class Members who were not excluded from the Settlement Class by timely submitting a valid Request for Exclusion or other order of the Court are approved as fair, reasonable and adequate, and Class Counsel and the Settlement Administrator are directed to administer the Settlement in accordance with the Plan of Allocation Order(s) entered by the Court.

17. The Court finds that Class Representative, Defendant, and their Counsel have complied with the requirements of the Federal Rules of Civil Procedure as to all proceedings and

filings in this Litigation. The Court further finds that Class Representative and Class Counsel adequately represented the Settlement Class in entering into and implementing the Settlement.

18. Neither Defendant nor Defendant's Counsel shall have any liability or responsibility to Plaintiff, Plaintiff's Counsel, or the Settlement Class with respect to the Gross Settlement Fund or its administration, including but not limiting to any distributions made by the Escrow Agent or Settlement Administrator. Except as described in paragraph 6.19 of the Settlement Agreement, no Class Member shall have any claim against Plaintiff, Plaintiff's Counsel, the Settlement Administrator, the Escrow Agent, or any of their respective designees or agents based on the distributions made substantially in accordance with the Settlement Agreement, the Court's Plan of Allocation Order(s), or other orders of the Court.

19. Any Class Member who receives a Distribution Check that he/she/it is not legally entitled to receive is hereby ordered to either (a) pay the appropriate portion(s) of the Distribution Check to the person(s) legally entitled to receive such portion(s) or (b) return the Distribution Check uncashed to the Settlement Administrator.

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

21. Any order approving or modifying any Plan of Allocation Order, the application by Class Counsel for an award of Plaintiff's Attorneys' Fees or reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, or the request of Class Representative for Case the Contribution Award shall be handled in accordance with the Settlement Agreement and the documents referenced therein (to the extent the Settlement Agreement and documents referenced therein address such an order).

22. A Party, including Plaintiff, Plaintiff's Counsel, the Settlement Class, Defendant, and Defendant's Counsel, shall not be liable for loss of any portion of the Escrow Account, except as described in paragraph 6.19 of the Settlement Agreement.

23. Without affecting the finality of this Judgment in any way, the Court (along with any appellate court with power to review the Court's orders and rulings in the Litigation) reserves exclusive and continuing jurisdiction to enter any orders as necessary to administer the Settlement Agreement, including jurisdiction to determine any issues relating to the payment and distribution of the Net Settlement Fund, and to enforce the Judgment.

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

25. Without affecting the finality of this Judgment in any way, the Court (along with any appellate court with power to review the Court's orders and rulings in the Litigation) reserves exclusive and continuing jurisdiction to enter any orders as necessary to administer the Settlement Agreement, including jurisdiction to determine any issues relating to the payment and distribution of the Net Settlement Fund, to issue additional orders pertaining to, *inter alia*, Class Counsel's request for Plaintiff's Attorneys' Fees and reimbursement of reasonable Litigation Expenses and Administration, Notice, and Distribution Costs, and Class Representative's request for the Case Contribution Award, and to enforce this Judgment.

Notwithstanding the Court's jurisdiction to issue additional orders in this Litigation, this Judgment fully disposes of all claims as to Defendant and is therefore a final appealable judgment. The Court further hereby expressly directs the Clerk of the Court to file this Judgment as a final order and final judgment in this Litigation.

26. [IF OBJECTION(S) ARE MADE – ADDITIONAL LANGUAGE TO BE DETERMINED BASED ON OBJECTION(S)]

IT IS SO ORDERED this ____ day of _____, 2023.

CHIEF JUDGE JOHN F. HEIL, III
UNITED STATES DISTRICT JUDGE

Approved as to Form:

/s/ Randy C. Smith
Randy C. Smith, OBA #21824
RANDY C. SMITH AND ASSOCIATES
One Leadership Square, Suite 1310
211 North Robinson Ave.
Oklahoma City, OK 73102
Telephone (405) 212-2786
Facsimile (405) 232-6515
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—and—

Brady L. Smith, OBA #30727
Harry "Skeeter" Jordan, OBA #32437
Brady Smith Law, PLLC
One Leadership Square, Suite 1320
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/s/
Terry D. Ragsdale, OBA #15333
GABLE & GOTWALS
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-- and --

Bradley W. Welsh, OBA #18488
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600
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Telephone: 405.293.3029
Brady@BLSmithLaw.com
Skeeter@BLSmithLaw.com
Attorneys for Plaintiff OGP, LLC

bwelsh@gablelaw.com
***Attorneys for Contango Resources,
LLC***

Exhibit 3

<p><i>A court authorized this notice. This is not a solicitation from a lawyer.</i></p> <p>If You Are or Were an Owner Paid by Presidio Petroleum, LLC, for Oil-and-Gas Production Proceeds from an Oklahoma Oil-and-Gas Well, You Could Be a Part of a Proposed Class Action Settlement.</p> <p>There is a proposed Settlement in a putative class action lawsuit filed against Contango Resources, LLC, (“Contango”) called <i>OGP, LLC v. Contango Resources, LLC</i>, Case No. 22-cv-382-JFH-JFJ, in the United States District Court for the Northern District of Oklahoma. The Lawsuit claims Contango failed to pay statutory interest on payments made outside the time periods of the Production Revenue Standards Act (“PRSA”) for oil-and-gas production proceeds from wells in Oklahoma.</p>	<p><i>OGP v. Contango Settlement c/o JND Legal Administration P.O. Box 91343 Seattle, WA 98111</i></p> <p>ID: <<CF_PRINTED_ID>></p> <p><<CF_NAME1>> <<CF_NAME2>> <<CF_CARE_OF_NAMES>> <<CF_ADDRESS_1>> <<CF_ADDRESS_2>> <<CF_CITY>><<CF_STATE>><<CF_ZIP>> <<CF_COUNTRY>></p>
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<p>Who Is Included?</p> <p>You may be a member of the Settlement Class if you received payments for proceeds from the sale of oil and gas production from Contango for wells in the State of Oklahoma with respect to the White Star Wells, checks or payments dated between and including May 19, 2019 and May 31, 2023, sent by or on behalf of Contango or its predecessor(s); (ii) with respect to all other wells, and except as stated below regarding funds held in suspense, checks or payments dated between September 30, 2017 through May 31, 2023; (iii) with respect to suspense funds, the amounts held in suspense by Contango on or before May 31, 2023 attributable to production dates before November 1, 2019. For all production dates prior to October 1, 2019 for funds held in suspense as of May 31, 2023, statutory interest is calculated from October 1, 2019 through September 30, 2024, subject to the terms of this Settlement Agreement regarding Released Claims.</p> <p>Why am I receiving this notice?</p> <p>Contango’s records indicate you may be a member of the Settlement Class.</p> <p>What does the settlement provide?</p> <p>The proposed Settlement provides monetary benefits of \$8,100,000.00 that will be distributed according to the terms of the Settlement Agreement, the documents referenced in and exhibits to the Settlement Agreement, and orders from the Court. Plaintiff’s Counsel will seek attorneys’ fees up to 40% of the Settlement, plus reimbursement of litigation expenses and administration costs, all to be paid from the Settlement. Plaintiff will seek a contribution award of up to 2% from the Settlement.</p>	<p>What are my legal rights?</p> <p>You do not have to do anything to stay in the Settlement Class and receive the benefits of the proposed Settlement. If you stay in the Settlement Class, you may also object to the proposed settlement by following the instructions from the Court (available on the website) by [insert date of deadline]. If you stay in the Settlement Class, you will be bound by all orders and judgments of the Court, and you will not be able to sue Defendant or others identified in the Settlement Agreement from claims described therein. You may appear through an attorney if you so desire.</p> <p>What are my other options?</p> <p>If you do not wish to participate in or be legally bound by the proposed Settlement, you may exclude yourself by opting out no later than [insert date of deadline], by following the instructions from the Court (available on the website). If you opt out, you will not receive any benefits from the Settlement and will not be bound by it or the judgment in this case.</p> <p>When will the Court decide whether to approve the proposed Settlement?</p> <p>A Final Fairness Hearing has been scheduled for [insert hearing date] at [insert time _m.] CT at the United States District for the Northern District of Oklahoma, 333 West Fourth Street, Tulsa Oklahoma 74103. You are not required to attend the hearing, but you or your lawyer may do so if you wish.</p>
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THIS IS ONLY A SUMMARY. TO GET A COPY OF THE LONG-FORM NOTICE OR FOR MORE INFORMATION, VISIT WWW.OGPCONTANGOSSETTLEMENT.COM OR CALL TOLL-FREE [888-995-0249]

Exhibit 4

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

OGP, LLC, on behalf of itself and all others
similarly situated,

Plaintiff,

v.

CONTANGO RESOURCES, LLC,

Defendant.

Case No. 22-CV-382-JFH-JFJ

**NOTICE OF PROPOSED SETTLEMENT,
MOTION FOR ATTORNEYS' FEES AND COSTS,
CASE CONTRIBUTION AWARD, AND FAIRNESS HEARING**

A court authorized this Notice. This is not a solicitation from a lawyer.

***If you belong to the Settlement Class and this Settlement is approved,
your legal rights will be affected.***

Read this Notice carefully to see what your rights are in connection with this Settlement.¹

If you received payment of oil-and-gas proceeds from production from an Oklahoma oil and/or gas well from Defendant Contango Resources, LLC (“Contango” or “Defendant”) (i) with respect to the White Star Wells, checks or payments dated between and including May 19, 2019 and May 31, 2023, sent by or on behalf of Contango or its predecessor(s); (ii) with respect to all other wells, and except as stated below regarding funds held in suspense, checks or payments dated between September 30, 2017 through May 31, 2023; (iii) with respect to suspense funds, the amounts held in suspense by Contango on or before May 31, 2023 attributable to production dates before November 1, 2019. For all production dates prior to October 1, 2019 for funds held in suspense as of May 31, 2023, statutory interest is calculated from October 1, 2019 through September 30, 2024, subject to the terms of this Settlement Agreement regarding Released Claims. The Claim Period shall not include (a) with respect to White Star Wells, any statutory interest accrued on Late Payments made prior to May 19, 2019 and not paid by Defendant or its predecessors; (b) with respect to suspense funds, (i) any statutory interest attributable to production

¹ This Notice is a summary of the terms of the Settlement Agreement in this matter. Please refer to the Settlement Agreement for a complete description of the terms and provisions thereof. A copy of the Settlement Agreement is available for free at www.ogpcontangosettlement.com. The terms, conditions, and definitions in the Settlement Agreement qualify this Notice in its entirety.

dates on or after November 1, 2019; (ii) for White Star Wells only, any statutory interest accrued prior to October 1, 2019 attributable to production dates on or before October 1, 2019; and (iii) and statutory interest on proceeds held in suspense after October 31, 2024 attributable to production dates before November 1, 2019, you may be a member of the Settlement Class in the Litigation captioned above and described below (“the Litigation”). The Court has directed this Notice to be provided to all Class Members. Capitalized terms not otherwise defined in this Notice shall have the meanings attributed to those terms in the Settlement Agreement referred to below and available at www.ogpcontangosettlement.com.

This Notice generally explains the claims being asserted in the Litigation, summarizes the Settlement, and tells you about your rights to remain a Class Member or to timely and properly submit a Request for Exclusion (also known as an “opt out”) so that you will be excluded from the Settlement. This Notice provides information so you can decide what action you want to take with respect to the Settlement before the Court is asked to finally approve it. If the Court approves the Settlement and after the final resolution of any objections or appeals, the Court-appointed Settlement Administrator will issue payments to final Class Members, without any further action from you. This Notice describes the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Settlement Class in the Litigation consists of the following individuals and entities:

All non-excluded persons or entities who, during the Claim Period: (1) received Late Payments from Defendant (or Defendant’s designee) for oil-and-gas proceeds from Oklahoma wells; or whose proceeds were escheated to a government entity by Defendant; or whose proceeds from Oklahoma wells were held in suspense by Defendant on or before May 31, 2023; and (2) who have not already been paid statutory interest on the Late Payments or on the amounts held in suspense by Defendant on or before May 31, 2023. A “Late Payment” for purposes of this class definition means payment of proceeds from the sale of oil or gas production from and an oil-and-gas well after the statutory periods identified in Okla. Stat. tit. 52, § 570.10.

Excluded from this class are: (1) Defendant, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) any Indian Tribe as defined at 30 U.S.C. § 1702 (4) or Indian allottee as defined at 30 U.S.C. § 1702(2); (4) officers of the court; (5) Dan McClure and Kelly McClure Callant and any entity owned or controlled by such parties; (6) Tip Top Oil & Gas; (7) amounts attributable to Owners in suspense with a “TI” suspense code or corresponding numerical code connoting title issues including but not limited to, owner numbers 49802, 57774, 58849; and (8) persons or

entities that Plaintiff's counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct.

1.1. The Claim Period means payments made or issued by Defendant (i) with respect to the White Star Wells, checks or payments dated between and including May 19, 2019 and May 31, 2023, sent by or on behalf of Contango or its predecessor(s); (ii) with respect to all other wells, and except as stated below regarding funds held in suspense, checks or payments dated between September 30, 2017 through May 31, 2023; (iii) with respect to suspense funds, the amounts held in suspense by Contango on or before May 31, 2023 attributable to production dates before November 1, 2019. For all production dates prior to October 1, 2019 for funds held in suspense as of May 31, 2023, statutory interest is calculated from October 1, 2019 through September 30, 2024, subject to the terms of this Settlement Agreement regarding Released Claims. The Claim Period shall not include (a) with respect to White Star Wells, any statutory interest accrued on Late Payments made prior to May 19, 2019 and not paid by Defendant or its predecessors; (b) with respect to suspense funds, (i) any statutory interest attributable to production dates on or after November 1, 2019; (ii) for White Star Wells only, any statutory interest accrued prior to October 1, 2019 attributable to production dates on or before October 1, 2019; and (iii) and statutory interest on proceeds held in suspense after October 31, 2024 attributable to production dates before November 1, 2019, subject to the terms of the Settlement Agreement regarding Released Claims. If you are unsure whether you are included in the Settlement Class, you may contact the Settlement Administrator at:

OGP v. Contango Settlement
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91343
Seattle, WA 98111
Call Toll-Free: 888-995-0249

**TO OBTAIN THE BENEFITS OF THIS PROPOSED SETTLEMENT,
YOU DO NOT HAVE TO DO ANYTHING.**

I. General Information About the Litigation

The Litigation seeks damages for Defendant's alleged failure to pay statutory interest on allegedly late payments under Oklahoma law. Defendant expressly denies all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation. The Court has made no determination with respect to the merits of any of the parties' claims or defenses. A more complete description of the Litigation, its status, and the rulings made in the Litigation are available in the pleadings and other papers maintained by the Court Clerk for the District Court of Roger Mills County, Oklahoma, in the file for the Litigation.

II. The Settlement, Attorneys' Fees, Litigation Expenses, Case Contribution Award, And The Settlement Allocation And Distribution To The Class

On [insert date], the Court preliminarily approved a Settlement in the Litigation between Plaintiff, on behalf of itself and the Settlement Class, and Defendant. This approval and this Notice are not an expression of opinion by the Court as to the merits of any of the claims or defenses asserted by any of the parties to the Litigation, or of whether the Court will ultimately approve the Settlement Agreement.

In settlement of all claims alleged in the Litigation, Defendant has agreed to pay Eight Million One Hundred Thousand Dollars (\$8,100,000.00) in cash ("Gross Settlement Fund"). In exchange for the payment noted above and other consideration outlined in the Settlement Agreement, the Settlement Class shall release the Released Claims (as defined in the Settlement Agreement available for review and download at www.ogpcontantosettlement.com) against the Released Parties (as defined in the Settlement Agreement). The \$8,100,000.00 cash payment is referred to as the "Gross Settlement Fund." The Gross Settlement Fund, less Class Counsel's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, and other costs approved by the Court (the "Net Settlement Fund"), will be distributed to final Class Members pursuant to the terms of the Settlement Agreement. The Settlement Agreement also includes Future Benefits for the Settlement Class.

Class Counsel intends to seek an award of Attorneys' Fees of not more than 40% of the Gross Settlement Fund. Co-Lead Class Counsel, Randy C. Smith, of Randy C. Smith PLLC and Brady L. Smith of Brady Smith Law, PLLC have been litigating this case without any payment whatsoever, advancing thousands of dollars in expenses. At the Final Fairness Hearing, Plaintiff's Counsel will also seek reimbursement of the litigation and administration expenses incurred in connection with the prosecution of this Litigation and that will be incurred through final distribution of the Settlement, which is estimated to be approximately [insert amount]. In addition, Plaintiff intends to seek a case contribution award for its representation of the Class, which amount will not exceed 2%, to compensate Plaintiff for their time, expense, risk and burden as serving as Class Representative.

The Court must approve the Allocation Methodology, which describes how the Settlement Administrator will allocate the Net Settlement Fund. The Net Settlement Fund will be distributed by the Settlement Administrator after the Effective Date of the Settlement. The Effective Date requires the exhaustion of any appeals, which may take a year or more after the entry of Judgment. The Settlement may be terminated on several grounds, including if the Court does not approve or materially modifies the terms of the Settlement. If the Settlement is terminated, the Litigation will proceed as if the Settlement had not been reached.

This Notice does not and cannot set out all the terms of the Settlement Agreement, which is available for review at www.ogpcontangosettlement.com. This website will also include this Notice, the Plan of Allocation, and Plaintiff's Counsel's application for Attorneys' Fees and Litigation Expenses and other costs. You may also receive information about the progress of the Settlement by visiting the website at www.ogpcontangosettlement.com, or by contacting the Settlement Administrator at the address set forth above.

III. Class Settlement Fairness Hearing

The Final Fairness Hearing will be held on [insert date], beginning at [insert time] a.m., before the Honorable John F. Heil, III, United States District Court Judge, at the United States District Court for the Northern District of Oklahoma, 333 West Fourth Street, Tulsa, Oklahoma 74103. Please note that the date of the Fairness Hearing is subject to change without further notice. You should check with the Court and www.ogpcontangosettlement.com to confirm no change to the date and time of the hearing has been made. At the Fairness Hearing, the Court will consider: (a) whether the Settlement is fair, reasonable, and adequate; (b) any timely and properly raised objections to the Settlement; (c) the Allocation Methodology; (d) the application for Class Counsel's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs; and (e) the application for a Case Contribution Award for the Class Representative.

A CLASS MEMBER WHO WISHES TO PARTICIPATE IN THE SETTLEMENT AND DOES NOT SUBMIT A VALID REQUEST FOR EXCLUSION DOES NOT NEED TO APPEAR AT THE FINAL FAIRNESS HEARING OR TAKE ANY OTHER ACTION TO PARTICIPATE IN THE SETTLEMENT.

IV. What Are Your Options As A Class Member?

A. You Can Participate in the Class Settlement by Doing Nothing

By taking no action, your interests will be represented by Plaintiff as the Class Representative and Plaintiff's Counsel. The Court has been requested to approve a Plan of Allocation which provides that no distributions will be made to any Class Member who would otherwise receive a distribution of \$5.00 or less. As a Class Member, you will be bound by the outcome of the Settlement, if finally approved by the Court. Any Judgment entered in this action, whether favorable or not, will include all Class Members who do not request exclusion. The Class Representative and Plaintiff's Counsel believe that the Settlement is in the best interest of the Class, and, therefore, they intend to support the proposed Settlement at the Final Fairness Hearing. As a Class Member, if you are entitled to a distribution pursuant to the Allocation Methodology, you will receive your portion of the Net Settlement Fund, and you will be bound by the Settlement Agreement and all orders and judgments entered by the Court regarding the Settlement. If the Settlement is approved, unless you exclude yourself from the Settlement Class, neither you nor any other Releasing Party will be able to start a lawsuit or arbitration or be part of any other lawsuit against any of the Released Parties based on any of the Released Claims.

B. You May Submit a Request for Exclusion to Opt Out of the Settlement Class

If you do not wish to be a member of the Settlement Class, then you must exclude yourself from the Settlement Class by mailing by certified mail, return receipt requested, a Request for Exclusion to be received by [insert deadline date], at 5 p.m. CT. All Requests for Exclusion must include: (i) the Class Member's name, address, telephone number, and signature; (ii) a statement that the Class Member wishes to be excluded from the Settlement Class in *OGP, LLC v. Contango Resources, LLC*; and (iii) a description of the Class Member's interest in any wells for which it has

received payments from Defendant, including the name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion must be served on Defendant's Counsel and Plaintiff's Counsel by certified mail, return receipt requested and received no later than 5 p.m. CT on [insert deadline date]. Requests for Exclusion must be mailed as follows:

Settlement Administrator:

OGP v. Contango Settlement
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91343
Seattle, WA 98111

Class Co-Lead Counsel:

Randy C Smith
RANDY C. SMITH PLLC
One Leadership Square, Suite 1310
211 North Robinson Ave
Oklahoma City, OK 73102

And

Brady L. Smith
Harry "Skeeter" Jordan
BRADY SMITH LAW, PLLC
One Leadership Square, Suite 1320 211 N. Robinson
Oklahoma City, OK 73102

Defendant's Counsel:

Terry D. Ragsdale
GABLE GOTWALS
110 North Elgin Ave., Suite 200
Tulsa, OK 74120

And

Bradley W. Welsh
CROWE & DUNLEVY
222 North Detroit Avenue, Suite 600
Tulsa, OK 74120

If you do not follow these procedures—including mailing the Request for Exclusion so that it is received by the deadline set out above—you will not be excluded from the Settlement Class, and you will be bound by all of the orders and judgments entered by the Court regarding the Settlement, including the release of claims. You cannot exclude yourself on the website, by telephone, facsimile, or by e-mail. If you validly request exclusion as described

above, you will not receive any distribution from the Net Settlement Fund, you cannot object to the Settlement, and you will not have released any claim against the Released Parties. You will not be legally bound by anything that happens in the Litigation.

C. You May Remain a Member of the Settlement Class, but Object to the Settlement, Allocation Methodology, Plan of Allocation, Plaintiff's Attorneys' Fees, Litigation Expenses, or Case Contribution Award

Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, any term of the Settlement, the Allocation Methodology, the Plan of Allocation, the request for Plaintiff's attorneys' fees and Litigation Expenses and Administration, Notice, and Distribution Costs, or the request for a Case Contribution Award to Class Representative may file an objection. An objector must file with the Court and serve upon Class Counsel and Defendant's Counsel a written objection containing the following: (a) a heading referring to *OGP, LLC v. Contango Resources, LLC*, Case No. 22-cv-382-JFJ-JFJ, in the United States District Court for the Northern District of Oklahoma; (b) a statement as to whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, counsel must be identified by name, address, and telephone number; (c) a detailed statement of the specific legal and factual basis for each and every objection; (d) a list of any witnesses the objector may call at the Final Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court); (e) a list of and copies of any exhibits the objector may seek to use at the Final Fairness Hearing; (f) a list of any legal authority the objector may present at the Final Fairness Hearing; (g) the objector's name, current address, current telephone number, and all owner identification numbers with Defendant; (h) the objector's signature executed before a Notary Public; (i) identification of the objector's interest in wells for which Defendant remitted oil and gas proceeds (by well name, payee well number, and county in which the well is located) during the Claim Period and identification of any payments by date of payment, date of production, and amount; and (j) if the objector is objecting to any portion of the Plaintiff's Attorneys' Fees or Litigation Expenses and Administration, Notice, and Distribution Costs, or a Case Contribution Award sought by Class Representative or Class Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is not. Such written objections must be filed with the Court and served on Plaintiff's Counsel and Defendant's Counsel, via certified mail return receipt requested, and received no later than 5 p.m. CT by [insert deadline date], at the addresses set forth above. Any Class Member that fails to timely file the written objection statement and provide the required information will not be permitted to present any objections at the Final Fairness Hearing. Your written objection must be timely filed with the Court at the address below:

Clerk of the Court
United States District Court for the Northern District of
Oklahoma
333 West Fourth Street, Room 411
Tulsa, OK 74103

UNLESS OTHERWISE ORDERED BY THE COURT, ANY SETTLEMENT CLASS MEMBER WHO DOES NOT OBJECT IN THE MANNER DESCRIBED HEREIN WILL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE SETTLEMENT (OR ANY PART THEREOF) AND WILL NOT BE ALLOWED TO PRESENT ANY OBJECTIONS AT THE FINAL FAIRNESS HEARING.

D. You May Retain Your Own Attorney to Represent You at the Final Fairness Hearing

You have the right to retain your own attorney to represent you at the Final Fairness Hearing. If you retain separate counsel, you will be responsible to pay his or her fees and expenses out of your own pocket.

V. Availability of Filed Papers And More Information

This Notice summarizes the Settlement Agreement, which sets out all of its terms. You may obtain a copy of the Settlement Agreement with its exhibits, as well as other relevant documents, from the settlement website for free at www.ogpcontangosettlement.com, or you may request copies by contacting the Settlement Administrator as set forth above. In addition, the pleadings and other papers filed in this Action, including the Settlement Agreement, are available for inspection in at the Office of the Court Clerk, set forth above, and may be obtained by the Clerk's office directly. The records are also available on-line for a fee through the PACER service at www.pacer.gov/. If you have any questions about this Notice, you may consult an attorney of your own choosing at your own expense or Class Counsel.

PLEASE DO *NOT* CONTACT THE JUDGE OR THE COURT CLERK ASKING FOR INFORMATION REGARDING THIS NOTICE.

CHIEF JUDGE JOHN F. HEIL, III
UNITED STATES DISTRICT COURT JUDGE

Exhibit 5

If You Are or Were an Owner Paid by Contango Resources, LLC for Oil Production Proceeds from an Oklahoma Well, You Could Be a Part of a Proposed Class Action Settlement

The Settlement Class includes, subject to certain excluded persons or entities as detailed in the Settlement Agreement:

All non-excluded persons or entities who, during the Claim Period: (1) received Late Payments from Defendant (or Defendant's designee) for oil-and-gas proceeds from Oklahoma wells; or whose proceeds were escheated to a government entity by Defendant; or whose proceeds from Oklahoma wells were held in suspense by Defendant on or before May 31, 2023; and (2) who have not already been paid statutory interest on the Late Payments or on the amounts held in suspense by Defendant on or before May 31, 2023. A "Late Payment" for purposes of this class definition means payment of proceeds from the sale of oil or gas production from and an oil-and-gas well after the statutory periods identified in Okla. Stat. tit. 52, § 570.10.

Excluded from this class are: (1) Defendant, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) any Indian Tribe as defined at 30 U.S.C. § 1702 (4) or Indian allottee as defined at 30 U.S.C. § 1702(2); (4) officers of the court; (5) Dan McClure and Kelly McClure Callant and any entity owned or controlled by such parties; (6) Tip Top Oil & Gas; (7) amounts attributable to Owners in suspense with a "TI" suspense code or corresponding numerical code connoting title issues including but not limited to, owner numbers 49802, 57774, 58849; and (8) persons or entities that Plaintiff's counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct.

The Claim Period means checks or payments made or issued by Defendant dated between and including (i) with respect to the White Star Wells, checks or payments dated between and including May 19, 2019 and May 31, 2023, sent by or on behalf of Contango or its predecessor(s); (ii) with respect to all other wells, and except as stated below regarding funds held in suspense, checks or payments dated between September 30, 2017 through May 31, 2023; (iii) with respect to suspense funds, the amounts held in suspense by Contango on or before May 31, 2023 attributable to production dates before November 1, 2019. For all production dates prior to October 1, 2019 for funds held in suspense as of May 31, 2023, statutory interest is calculated from October 1, 2019 through September 30, 2024, subject to the terms of this Settlement Agreement regarding Released Claims. The Claim Period shall not

include (a) with respect to White Star Wells, any statutory interest accrued on Late Payments made prior to May 19, 2019 and not paid by Defendant or its predecessors; (b) with respect to suspense funds, (i) any statutory interest attributable to production dates on or after November 1, 2019; (ii) for White Star Wells only, any statutory interest accrued prior to October 1, 2019 attributable to production dates on or before October 1, 2019; and (iii) and statutory interest on proceeds held in suspense after October 31, 2024 attributable to production dates before November 1, 2019, subject to the terms of the Settlement Agreement regarding Released Claims. The Litigation seeks damages for Defendant's alleged failure to pay statutory interest on allegedly late payments under Oklahoma law. Defendant expressly denies all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation. The Court did not decide which side is right. "Defendant" means Contango Resources, LLC.

On [insert date], the Court preliminarily approved a Settlement in which Defendant has agreed to pay Eight Million One Hundred Thousand Dollars (\$8,100,000.00) in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct Plaintiff's Attorneys' Fees and Litigation Expenses, Case Contribution Award, and any settlement Administration, Notice, and Distribution Costs. The remainder of the fund (the "Net Settlement Fund") will be distributed to participating Class Members as provided in the Settlement Agreement. Complete information on the benefits of the Settlement, including information on the distribution of the Net Settlement Fund, can be found in the Settlement Agreement posted on the website listed below. In exchange, Class Members will release Defendant and others identified in the Settlement Agreement from the claims described in the Settlement Agreement. The Settlement Agreement also includes Future Benefits for the Settlement Class.

The attorneys and law firms who represent the Class as Class Counsel are Randy C. Smith of Randy Smith & Associates and Brady L. Smith of Brady Smith Law, PLLC, as Co-Lead Counsel and Harry "Skeeter" Jordan of Brady Smith Law, PLLC as Additional Class Counsel. You may hire your own attorney, if you wish. However, you will be responsible for that attorney's fees and expenses.

What Are My Legal Rights?

- **Do Nothing, Stay in the Class, and Receive Benefits of the Settlement:** If the Court approves the proposed Settlement, you or your successors, if eligible, will receive the benefits of the proposed Settlement. You will also be bound by all orders and judgments of the Court, and you will not be able to sue, or continue to sue, Defendant or others identified in the Settlement Agreement for the Released Claims described in that Agreement.
- **Stay in the Settlement Class, But Object to All or Part of the Settlement:** You can file and serve a written objection to the Settlement and appear before the Court. Your written objection must contain the information described in the Notice of Settlement found at the website listed below and must be filed with the Court and served on

Plaintiff's Counsel and Defendant's Counsel no later [insert date], at 5 p.m. CT.

- **Exclude Yourself from the Settlement Class:** To exclude yourself from the Settlement Class, you must serve by certified mail a written statement to the Settlement Administrator, Plaintiff's Counsel, and Defendant's Counsel. Your Request for Exclusion must contain the information described in the Notice of Settlement found at the website listed below and must be received no later than [insert date], at 5 p.m. CT. You cannot exclude yourself on the website, by telephone, or by email.

The Court will hold a Final Fairness Hearing on [insert date], at [insert time] __.m. CT at the United States District Court for the Northern District of Oklahoma. At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiff's Attorneys' Fees and Litigation Expenses and other costs, including the Case Contribution Award. If comments or objections have been submitted in the manner required, the Court will consider them as well. Please note that the date of the Final Fairness Hearing is subject to change without further notice. If you plan to attend the Hearing, you should check with the Court and www.ogpcontangosettlement.com to confirm no change to the date and time of the Hearing has been made.

This notice provides only a summary. For more detailed information regarding the rights and obligations of Settlement Class Members, read the Notice of Settlement, Settlement Agreement and other documents posted on the website or contact the Settlement Administrator.

Visit: www.ogpcontangosettlement.com

Call Toll-Free: 1-888-995-0249

Or write to: *OGP v Contango Settlement*
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91343
Seattle, WA 98111