

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

Pauper Petroleum, LLC, on behalf of itself and
all others similarly situated,

Plaintiff,

v.

Kaiser-Francis Oil Company,

Defendant.

Case No. 19-CV-514-JFH-JFJ

**STIPULATION & AGREEMENT OF SETTLEMENT
FOR CLASS I AND CLASS 1 SUBCLASS**

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 Pauper Petroleum, LLC (“Plaintiff”) and Kaiser-Francis Oil Company (“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 approving this Settlement Agreement.

RECITALS

WHEREAS, the above-styled action (the “Litigation”) was commenced on September 23, 2019, with the filing of Plaintiff’s Original Complaint against Defendant in the United States District Court for the Northern District of Oklahoma (Doc. 1);

WHEREAS, the case was assigned to United States District Judge Gregory K. Frizzell of the Northern District of Oklahoma;

WHEREAS, the case was then reassigned to United States District Judge John F. Heil, III

Exhibit 1

of the Northern District of Oklahoma (Doc. 40);

WHEREAS, Plaintiff has made certain claims against Defendant, as more fully described in the *First Amended Complaint* filed on October 2, 2019 (Doc. 12) (“the Complaint”);

WHEREAS, on December 3, 2021, the Court entered the Judgment (Doc. 61) approving a class action settlement of the Class II claims in the Litigation, as more fully described in the Judgment (Doc. 61) and the associated settlement agreement (Doc. 54) for the Class II claims (the “Class II Settlement”);

WHEREAS, the Parties now desire to resolve the Class I and Class 1 Subclass claims (as described in the *First Amended Complaint*, Doc. 12) on a classwide basis, as more fully described in this Settlement Agreement;

WHEREAS, Plaintiff and Plaintiff’s Counsel have prosecuted the Litigation for more than two years, which has included discovery of documents and data, motion practice, research, accounting review and analysis, consultation by and with experts, settlement negotiations among counsel, 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 Class I and Class I Subclass Settlement Class and Plaintiff;

WHEREAS, Plaintiff agreed to settle all remaining claims asserted against Defendant in the Litigation pursuant to this Settlement Agreement after considering: (1) the substantial benefits

Class I 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 that are being resolved in this Settlement would be protracted and expensive. Defendant has taken into account the uncertainty and risks inherent in any such litigation and has determined that it is desirable to compromise and settle the claims against it that are being resolved in this Settlement 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 Class I and Class I Subclass 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 that are being resolved in this Settlement 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 that are being resolved in this Settlement, as more fully described herein. Evidence of this Settlement Agreement or its terms shall not be admissible in any proceedings, other than as necessary to enforce the terms of this Settlement Agreement.

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 Class I Settlement Class, stipulate and agree as follows, subject to the approval of the

Court, without admission of any liability or wrongdoing by or against Defendant, 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, the 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 the approval of 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 I Members (to the extent not contained in the records provided by Defendant under paragraph 3.3 below); (b) fees, costs, and expenses incurred to publish and mail the Notice of Settlement to the Class I 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 Class I 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 I Member will receive under the Plan of Allocation; and (f) fees, costs, and expenses to calculate the amount each Class I 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 includes 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 I Member who does not timely and properly submit a Request for Exclusion or who is not otherwise excluded from the Class I Settlement Class by order of the Court.

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

1.4. **“Claim Period”** means oil-and-gas royalty payments from Defendant to Class I Members from the Class Wells for the production months of August 2013, through and including December 2021.

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

1.6. **“Class I 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 Class I Settlement Class resolves the Class I and Class I Subclass as referenced in the *First Amended Complaint* (Doc. 12, p. 3), and is defined as follows:

All non-excluded persons or entities who are or were royalty owners where Kaiser-

Francis Oil Company is or was the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) for the Class Wells during the production months of August 2013, through and including December 2021, and royalties on such gas were paid to such royalty owners; and including such persons entitled to share in royalty proceeds during the production months of August 2013, through and including December 2021, under any lease that contains an express provision stating that royalty will be paid on gas used off the lease premises (an Express Fuel Clause). The claims in this matter relate to royalty payments for gas and its constituents (residue gas, natural gas liquids, helium, nitrogen, or drip condensate).

The persons, entities, or interests excluded from the Class I Settlement Class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) any publicly traded company or their affiliated entities that produce, gather, process, or market gas; (4) overriding royalty owners and others whose interest was carved out from the lessee's interest; and (5) the Released Parties.

1.6.1. “**Class Wells**” means all wells listed on the spreadsheet attached to this Agreement as Exhibit 6.

1.7. “**Court**” means the Honorable John F. Heil, III, United States District Court for the Northern District of Oklahoma, or any other District Judge of the Northern District of Oklahoma who may be assigned to the Litigation.

1.8. “**Defendant**” means Kaiser-Francis Oil Company.

1.9. “**Defendant’s Counsel**” means the law firm of Frederic Dorwart Lawyers PLLC.

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

1.11. “**Effective Date**” means the first date by which all of the events and conditions specified in paragraph 9.3 below have occurred.

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

1.13. “**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.

1.14. “**Escrow Agreement**” means the agreement(s) between Plaintiff’s Counsel (on behalf of Plaintiff and the Class I 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.

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

- (a) Thirty (30) days have elapsed following entry of the Judgment without the filing of: (i) any appeal challenging or seeking reconsideration, modification or vacation of the Judgment; or (ii) any motion that would extend the time to appeal from the Judgment, or which challenges or seeks reconsideration, modification or vacation of the Judgment; or
- (b) An appeal or motion 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; that final order or judgment has itself become final and is no longer subject to further review in any court.

1.16. “**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.

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

1.18. “**Gross Settlement Fund**” means the total cash amount of \$10,000,000.00 to be paid by Defendant. Except as stated in paragraph 3.7, in no event shall Defendant be required to pay more than the Gross Settlement Fund.

1.19. “**Judgment**” means the Order and Judgment Granting Final Approval of Class Action Settlement finally approving the Settlement between the Class I Settlement Class and Defendant, which shall include provisions in substantially the same form as Exhibit 2, attached hereto.

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

1.21. “**Litigation Expenses**” means the reasonable costs and expenses incurred by Plaintiff’s Counsel in commencing and prosecuting the Litigation or administering this Settlement Agreement.

1.22. “**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 Nominal 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 from the Net Settlement Fund under the Allocation Methodology attributable to Class I Members who timely and properly submitted Requests for Exclusion or who were otherwise excluded from the Class I Settlement Class by order of the Court, as described in paragraph 6.4 below.

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

1.24. “**Parties**” is separately defined on page 1 of this Settlement Agreement.

1.25. “**Plaintiff**” is separately defined on page 1 of this Settlement Agreement.

1.26. “**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.

1.27. “**Plaintiff’s Counsel**” means the law firms of Bradford & Wilson PLLC (co-lead Class Counsel Reagan E. Bradford and Ryan K. Wilson) and Sharp Law LLP (Additional Class Counsel Rex Sharp).

1.28. “**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 Class I Settlement Class who do not timely opt-out of this Settlement, or who are not otherwise excluded by order of the Court.

1.29. “**Plan of Notice**” means the process described in paragraph 3.6 below for sending and publishing the Notice of Settlement.

1.30. “**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 Notice of Settlement be provided to the Class I Settlement Class as set forth therein.

1.31. “**Released Claims**” means all claims and damages (statutory, contract, tort, equitable, punitive, interest, and other relief) that the Releasing Parties have or may have against the Released Parties arising out of or related to underpayment of royalties on gas and gas constituents (including, but not limited to, helium, residue gas, natural gas liquids, nitrogen, and condensate) produced from the Class Wells during the Claim Period (oil-and-gas royalty payments from Defendant to Class I Members from the Class Wells for the production months of August 2013,

through and including December 2021). Without limiting the foregoing, the Released Claims include all claims and damages for Class I and Class I Subclass asserted in the Complaint and First Amended Complaint filed by Plaintiff in the Litigation, except for claims excluded from the scope of Released Claims in the last paragraph of this paragraph 1.31; any and all claims that were, or that could have been asserted in the Litigation or any forum or venue related to underpayment of royalties on gas and gas constituents (including, but not limited to, helium, residue gas, natural gas liquids, nitrogen, and condensate) produced from the Class Wells during the Claim Period (oil-and-gas royalty payments from Defendant to Class I Members from the Class Wells for the production months of August 2013, through and including December 2021), whether known or unknown, whether at law or in equity, or under any applicable statute (including, without limitation, any claims under, or relying upon, the Production Revenue Standards Act, 52 O.S. § 570 et seq.); and including any and all relief and remedies, except for claims excluded from the scope of Released Claims in the last paragraph of this paragraph 1.31.

The Released Claims do not include (1) claims arising out of or relating to oil production; (2) claims that accrued before or accrued after the Claim Period; (3) royalty payment adjustments made or to be made in the ordinary course of business or claims concerning routine prior period adjustments for clerical or administrative errors concerning prices actually received, volumes actually sold or produced, or decimal interest designations of the type that historically have been addressed by Defendant by way of prior-period adjustments, but only to the extent that Defendant in fact received, or hereafter receive, a retroactive price, volume, or value adjustment; (4) claims for breach of obligations to develop Oklahoma oil-and-gas leases or failure to prevent offset drainage; and (5) the Class II claims in the Complaint, which were previously settled and released. (*See* Doc. 61)

1.32. “**Released Parties**” means Defendant; its predecessors, successors, heirs, assignors, and assignees; any past and present affiliates and subsidiaries; and all their directors, officers, employees, attorneys, agents, consultants, servants, owners, stockholders, members, representatives, subsidiaries, and insurers, and all affiliates of the foregoing persons or entities.

1.33. “**Releasing Parties**” means Plaintiff and the Class I Members who do not timely and properly submit Requests for Exclusion and who are not otherwise excluded from the Class I Settlement Class by order of the Court; their predecessors, successors, heirs, assignors, 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 I Members who do not timely and properly submit Requests for Exclusion and who are not otherwise excluded from the Class I Settlement Class by order of the Court without regard to whether a member of the Class I Settlement Class actually received a payment from the Net Settlement Fund and without regard to whether any payment received was correctly determined. All members of the Class I Settlement Class who do not timely and properly submit Requests for Exclusion and who are not otherwise excluded from the Class I 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.

1.34. [Reserved]

1.35. “**Request for Exclusion**” means any request for exclusion from the Class I 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 I Member, including but not limited

to: (a) the total amount of Distribution Checks sent to Class I Members who later cannot be located by the Settlement Administrator through reasonable efforts (as described in paragraph 6.9 below), along with any interest and returns that accrue on such amounts during the time they are in the Escrow Account; and (b) the amount of Distribution Checks sent to Class I 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.

1.37. “**Settlement**” means the Parties’ agreement to resolve the Released Claims as described herein.

1.38. “**Settlement Administrator**” means the person or entity that is approved and appointed by the Court to administer the Settlement.

2. **Consideration**

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

2.2. Defendant shall pay the Gross Settlement Fund into the Escrow Account within 2 business days after the entry of the Preliminary Approval Order. Except for Defendant’s obligation to make the payment called for by the preceding sentence, neither Defendant nor Defendant’s Counsel shall have any liability to Plaintiff, Plaintiff’s Counsel, or the Class I 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,

beginning on the date on which the payment is due, such amount will accrue interest at the rate of 12% on the first business day of the calendar year in which the payment is due.

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

2.4. The Class I Members who have not timely and properly submitted a Request for Exclusion and are not excluded from the Class I 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 Section 4, below.

3. Plan of Notice and Court Approvals

3.1. Plaintiff will file a motion with the Court seeking preliminary approval of the Settlement no later than 2 business days after execution of this Settlement Agreement, which shall include the proposed Preliminary Approval Order, in substantially the same form attached hereto as Exhibit 1, which will, inter alia: (a) certify the Class I 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 Class I 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. Plaintiff will request the Court enter the Preliminary Approval Order no later than 20 days after the date the Parties execute this Settlement Agreement (unless the Court requires a later date).

3.3. No later than 2 business days after execution of this Settlement Agreement, Defendant shall provide Plaintiff's Counsel in electronic format the names, last known addresses, and

taxpayer identification numbers for the Class I Members, to the extent not already provided.

3.4. Defendant agrees to cooperate in providing Class I Member 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 payment history data to Plaintiff's Counsel.

3.5. 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 Class I Members provided by Defendant pursuant to paragraph 3.3 and (b) locate current addresses of any Class I Members for whom Defendant has not provided an address.

3.6. No later than 20 business 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 Notice of Settlement (Exhibit 5) by mail to all Class I Members who have been identified after reasonable efforts to do so. The Notice of Settlement will be mailed to Class I Members using the data described in paragraph 3.3 above and any updated addresses found by the Settlement Administrator. No later than 20 business days after entry of the Preliminary Approval Order, 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 4) 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 10 business days after mailing the first 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: (g) the Notice of Settlement (Exhibit 3), (h) the Complaint, (i) this Settlement Agreement, and (j) the Preliminary Approval Order. Neither Defendant, Defendant's Counsel, Plaintiff, the Class I Settlement Class, nor Plaintiff's Counsel shall have any liability

for failure of the Notice of Settlement to reach any Class I Member.

3.7. Defendant shall issue, through the Settlement Administrator, 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 10 days after this Settlement Agreement is filed with the Court. The Settlement Administrator shall prepare the affidavit required to be filed by the Defendant pursuant to CAFA, the expense for which shall be paid from the Gross Settlement Fund. 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. The Final Fairness Hearing shall be scheduled for a date that will allow for the notice requirement of CAFA to be satisfied.

3.8. No later than 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 Plan of Allocation; and (d) Plaintiff’s Attorneys’ Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and/or a Nominal 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 or any Plan of Allocation implementing the Allocation Methodology.

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 I Members and other

Releasing Parties who are not excluded from the Class I 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 I Member who has not timely and properly submitted a Request for Exclusion and who is not excluded from the Class I Settlement Class (a) agrees and covenants that, in addition to the foregoing release of the Released Claims, he or she shall not, at any time, directly or indirectly, on the Class I 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 I Member who has not timely and properly submitted a Request for Exclusion and who is not excluded from the Class I Settlement Class and Plaintiff's Counsel further agree and acknowledge 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, any funds held in escrow may be held in an interest-bearing account insured by the FDIC or money market mutual funds comprised of investments secured by the full faith and credit of the United States Government or fully insured by the United States Government. 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.

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 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 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 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. The Parties shall notify the Escrow Agent 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 I Members in connection with the implementation of this Settlement Agreement shall be reported and paid by the individual Class I 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 I 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 such taxes. Each Class I Member will indemnify Defendant as to any losses, liabilities, costs, or expenses, including attorneys' fees, arising out of or relating to any taxes attributable to such Class I Member arising out of or relating to the payment of any portion of the Gross Settlement Fund to such Class I Member. Defendant, Defendant's Counsel, and the Class I 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 Nominal 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 I Members sufficient to allow Class I 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 I Members do not receive payment of the amounts distributed, the Settlement Administrator shall make reasonable efforts to identify a correct address for such Class I Members and shall request a refund to the taxing authority to whom any withheld taxes were paid on behalf of the Class I Member who did not receive payment. 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 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 I Members from the Escrow Account.

5.7. 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 I Member with tax questions or concerns is urged to immediately contact his/her own tax adviser. Defendant will have no input in determining the amount of taxes payable by the Class I 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 Class I Settlement Class are due or payable.

5.8. The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the maintenance, investment, or distribution of the Net Settlement Fund, the establishment or maintenance of the Escrow Account, the payment or withholding of any taxes, or any other expenses or losses in connection with such matters.

5.9. Before making any distribution from the Escrow Account, 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 and a breakdown of the line items included in the proposed distribution.

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 I Members proportionately based on the volume of gas marketed by Defendant, the amount and date of estimated deductions, and the distribution of small amounts that exceed the cost of the distribution (\$5.00). No distributions will be made to Class I Members who would otherwise receive a distribution of \$5.00 or less under the Initial 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 I 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 the information provided by Defendant to direct any allocation to Class I Members for the Claim Period. This allocation is subject to modification by Plaintiff's Counsel and final approval by the Court. Defendant shall have no responsibility for the allocation and distribution of the Gross Settlement Fund, shall not be liable for any claims by, through, or under any Class I Member or any third party relating to the allocation or distribution of the Gross Settlement Fund, including but not limited to any claims that a Class I Member should have been allocated and distributed a different amount of the Gross Settlement

Fund than it actually received or than provided by any plan of allocation. Defendant will be indemnified by any Class I 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 28 days prior to the Final Fairness Hearing, Plaintiff's Counsel will provide a 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 3.3 above. The Plan of Allocation will reflect the amount of the Distribution Check to be sent to each Class I Member based upon (a) the data provided by Defendant in the Litigation and pursuant to paragraph 3.3 above; (b) the assumption that no Class I Member timely and properly submits a Request for Exclusion from the Class I Settlement Class or is excluded from the Class I 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 or Administration, Notice, and Distribution Costs, and Nominal Case Contribution Award will be approved. Plaintiff's Counsel may rely on the data provided by Defendant for purposes of the Plan of Allocation and is under no obligation to independently verify such data. Plaintiff will submit for approval by the Court the Plan of Allocation based on the provisions of this section as part of or in conjunction with the Final Fairness Hearing.

6.4. Within 30 days after the Final Fairness Hearing, the Settlement Administrator will (a) refund to Defendant the amount of the Net Settlement Fund attributable to Class I Members who timely and properly submitted a Request for Exclusion or who were otherwise excluded from the Class I Settlement Class by order of the Court, and (b) provide Defendant with the detail necessary for the Court and Defendant to verify the Settlement Administrator's calculation of the refund amount.

6.5. Within 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. The distribution order will indicate the proportionate amount of the Net Settlement Fund to be paid to each Class I Member pursuant to the Allocation Methodology and the Plan of Allocation.

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 I Members who have not timely and properly submitted a Request for Exclusion and who are not excluded from the Class I 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 I Member, the Settlement Administrator shall make reasonable efforts to obtain the Class I 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 I Member.

6.7. The Parties agree that, other than the refund described in paragraph 6.4, no part of the Gross Settlement Fund will be distributed until after the Effective Date. If the Settlement is not finally approved in a Final and Non-Appealable Judgment, the full Gross Settlement Fund and any accrued interest or returns earned in the Escrow Account will be refunded to Defendant pursuant to Section 9 below.

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 90 days after the Effective Date. The remainder of the Net Settlement Fund will be distributed to Class I Members who have not timely and properly submitted a Request for Exclusion and who are not excluded from the Class I Settlement Class within one year after the Effective Date. Any portion of the Net Settlement Fund remaining in the Escrow Account after the void date for each Distribution Check will be considered Residual Unclaimed Funds.

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 all reasonably accessible information in its possession to assist in locating Class I Members who have not timely and properly submitted a Request for Exclusion and who are not excluded from the Class I Settlement Class 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 I Member will remain in the Escrow Account as Residual Unclaimed Funds.

6.10. 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 I Member: The enclosed check represents a share of the net settlement fund in the

settlement of Class I of the Class Action *Pauper Petroleum, LLC v. Kaiser-Francis Oil Company*, Case No. 19-cv-514-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 I Member in this action (as defined in the Settlement Agreement). 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 I Member(s) entitled to the funds, and the release by Class I Member(s) entitled to the funds shall be effective regardless of whether such Class I 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.

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

6.12. If any Class I Member has been paid any portion of the Net Settlement Fund for any period of time for which that Class I Member was not entitled to receive that payment, and some other person or entity who owned or claims they owned the right to assert the Released Claims and asserts a claim against any of the Released Parties for payment of all or a portion of the Net Settlement Fund or any other Released Claim, then the Class I Member who received an excess share shall be liable for any overpayment amount to the person who is determined to have been properly owed that amount, and that Class I Member shall indemnify, defend, and hold harmless any of the Released Parties, Plaintiff, Plaintiff's Counsel, Defendant's Counsel, or any other Class I Member.

6.13. Upon completing all distributions of the Net Settlement Fund to Class I Members, complying with the Court's order(s) in furtherance of this Settlement, and distributing the Residual Unclaimed Funds, the Settlement Administrator will have satisfied all obligations relating to the payment and distribution of the Net Settlement Fund.

6.14. To the extent not specifically addressed above, any other amount of the Net Settlement Fund that remains in the Escrow Account after the void date for each Distribution Check has expired shall be considered Residual Unclaimed Funds.

6.15. Following expiration of the void date for each Distribution Check, the Settlement Administrator shall send a reconciliation of the Residual Unclaimed Funds to Plaintiff's Counsel. The reconciliation must include (a) a detail of each distribution made from the Escrow Account; (b) the detail of any interest or other returns earned on the Escrow Account; (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 from the Escrow Account. Following receipt of this information, Plaintiff's Counsel will move the Court for distribution of the Residual Unclaimed Funds to the University of Tulsa College of Law and the University of Oklahoma College of Law in equal amounts. The Settlement Administrator will distribute the Residual Unclaimed Funds pursuant to the Court's order following that motion.

6.16. 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.

6.17. 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 Class I Settlement Class did or did not receive payment from the Net Settlement Fund and regardless of whether or not any Class I Member who was obligated pursuant to the Judgment to pay some or all of the distributed funds to another Class I Member in fact made such payment to such other member of the Class I Settlement Class. The failure of a Class I Member to receive a payment from the Net Settlement Fund or the failure of a Class I Member to make payment to another Class I Member pursuant to the payment obligations of the Judgment shall not be a defense to enforcement of the Release of the Released Claims against the Released Parties or the Covenant Not to Sue, as to any Class I Member.

6.18. Except in the case of willful and intentional malfeasance of a dishonest nature directly causing such loss, Plaintiff's Counsel, Plaintiff, and the Class I Settlement Class shall have no liability for loss of any portion of the Escrow Account 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 the Escrow Account lost.

7. Attorneys' Fees, Nominal Case Contribution Award, and Litigation Expenses

7.1. No later than twenty-eight (28) calendar days prior to the Final Approval Hearing, Plaintiff's Counsel may apply to the Court for an award of Plaintiff's Attorneys' Fees to Plaintiff's Counsel, a Nominal 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, a Nominal Case Contribution Award, Litigation Expenses, or 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, a Nominal Case Contribution Award, or Litigation Expenses or Administration, Notice, or Distribution Costs sought; or with respect to whether the Court should make any or all such awards. However, Defendant agrees not to contest an application for Plaintiff's Attorneys' Fees up to and including 40% of the Gross Settlement Fund. Any award of 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, a Nominal Case Contribution Award, Litigation Expenses, and Administration, Notice, and Distribution Costs exclusively from the Gross Settlement Fund. The Released Parties shall have no responsibility for and shall take no position with respect to Plaintiff's Attorneys' Fees, a Nominal Case Contribution Award, Litigation Expenses, or Administration, Notice, and Distribution Costs, nor will they encourage 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, 1 business day following the Effective Date.

7.3. Any Nominal Case Contribution Award that is awarded by the Court shall be paid to Plaintiff with the Court's approval from the Gross Settlement Fund, on or after the Effective Date.

7.4. An award of Plaintiff's Attorneys' Fees, a Nominal Case Contribution Award, Litigation Expenses, or Administration, Notice, or Distribution 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, a Nominal Case Contribution Award, or Litigation Expenses or Administration, Notice, or 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, a Nominal Case Contribution Award, or Litigation Expenses or Administration, Notice, and Distribution Costs.

8. Request 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 anyone else to submit a Request for Exclusion. Nevertheless, this Settlement Agreement does not prohibit Plaintiff's Counsel from counseling any Class I Member as to his, her, or its legal rights under this Settlement Agreement or prohibit any Class I Member who seeks such counsel from electing to file a Request for Exclusion from the Class I Settlement Class in accordance with the Court's orders on the subject.

8.2. Any putative Class I 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 or Administration, Notice, and Distribution Costs, Nominal 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, by the deadline set by the Court prior to the Final Fairness Hearing.

All Requests for Exclusion must include: (a) the Class I Member's name, address, telephone number, and notarized signature; (b) a statement that the Class I Member wishes to be excluded from the Class I Settlement Class in *Pauper Petroleum, LLC v. Kaiser-Francis Oil Company*, and (c) a description of the Class I 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 may not be submitted through the website or by telephone, facsimile or e-mail.

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 materially 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, a Nominal Case Contribution Award, or Litigation Expenses or 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. In the event that the Settlement is terminated pursuant to the terms of this Settlement

Agreement, all Administration, Notice, and Distribution Costs prior to the date of termination will be borne by Defendant.

9.3. The Effective Date, defined in paragraph 1.11, 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 9.1 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 1.15.

9.4. If the Settlement Agreement terminates under paragraph 9.1 hereof:

- (a) the Effective Date shall not occur;
- (b) Plaintiff and Defendant shall be restored to their respective litigation positions prior to execution of this Settlement Agreement;
- (c) any Judgment or other order, including any order certifying the Class I 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*;
- (d) within 10 business days after any such termination, the Gross Settlement Fund (including accrued interest or returns thereon) shall be refunded by the Escrow Agent to Defendant; and
- (e) the Litigation shall proceed.

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 a Nominal 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, a Nominal Case Contribution Award, Administration, Notice, and Distribution Costs, and Litigation Expenses are fair, adequate and reasonable to the Class I Settlement Class, Plaintiff and Plaintiff's Counsel shall represent the Class I Settlement Class as a whole in all future proceedings in district court or on appeal, even if Class I Members have objected to the Settlement and those objectors are severed for purposes of appeal, consistent with Section 10.3.

10.3. The Parties entered into the Settlement to provide certainty and finality to an ongoing dispute. Any Class I Member wishing to remain a Class I Member, but objecting to any part of the Settlement, can do so only as set forth herein and in the Notice of Settlement. 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 Nominal Case Contribution Award, and reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, is fair, adequate and reasonable to the Class I Settlement 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 I 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, a Nominal Case Contribution Award, Administration, Notice, or Distribution Costs, or Litigation Expenses; 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 Nominal Case Contribution Award, and reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, is fair, adequate and reasonable to the Class I Settlement 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 I 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 I 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 Class I Settlement Class shall have the right to object to the Settlement, the Settlement Agreement, or the application for Plaintiff's Attorneys' Fees by Plaintiff's Counsel, Litigation Expenses, Administration, Notice, and Distribution Costs, and a Nominal 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 14 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 *Pauper Petroleum, LLC v. Kaiser-Francis Oil Company*, Case 19-cv-514- JFH -JFJ and to the 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 Settlement Fairness Hearing;
- (vi) A list of any legal authority the objector may present at the Settlement 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, Nominal Case Contribution Award, or Administration, Notice, and Distribution Costs sought on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion he/she believes is fair and reasonable and the portion that is not.

Any Class I 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 I Member's mere compliance with the foregoing requirements does not in any way guarantee a Class I 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 on appeal regarding Plaintiff's Attorneys' Fees, any Nominal Case Contribution Award, any reimbursement of Litigation Expenses or Administration, Notice, or 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. 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 Class I Settlement Class in the Litigation, Defendant does not admit that the Litigation could have been properly maintained as a contested class action and the Class I 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 I Member's claims and is entering into the Settlement solely to compromise the disputed claims and avoid the risk and expense of continued litigation of the Released Claims.

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. 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 and their counsel shall use their best efforts to encourage and obtain approval of the Settlement. Plaintiff and Defendant and their counsel also agree to use their best 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 class wide Settlement of the Released Claims in 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 have 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, nominal 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 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 Class I 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 Released Claims in the Litigation and may not be contradicted by evidence of prior or contemporaneous oral 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 Class I 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 and the Final Fairness Hearing, shall be taken off the 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 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, Plaintiff's Counsel, and Defendant's Counsel

have executed this Agreement, in several, as of July 22, 2022.

Plaintiff:

David Landon Speed
Authorized Person, Pauper Petroleum, LLC

Plaintiff's Counsel:



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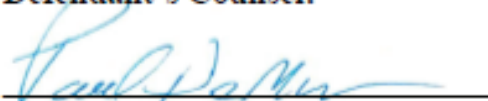
Defendant:


Kaiser-Francis Oil Company

By: Tyler Beaty

Its: Officer

Defendant's Counsel:



Paul DeMuro

Frederic Dorwart

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Attachments:

- Exhibit 1: 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
- Exhibit 2: Judgment
- Exhibit 3: Notice of Settlement (for Publication Electronically on Website)
- Exhibit 4: Notice of Settlement (for Publication)
- Exhibit 5: Notice of Settlement (for Mailing)
- Exhibit 6: Class Well List

Exhibit 1

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

Pauper Petroleum, LLC, on behalf of itself and
all others similarly situated,

Plaintiff,

v.

Kaiser-Francis Oil Company,

Defendant.

Case No. 19-CV-514-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 Pauper Petroleum, LLC, on behalf of itself and as representative of a class of owners (defined below), against Kaiser-Francis Oil Company (“Defendant”), for, *inter alia*, the alleged underpayment of royalty on gas and gas constituents from oil-and-gas wells in Oklahoma. On July 22, 2022, 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 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.

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

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 Class I 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 Class I Settlement Class should be certified for the purposes of this Settlement, as the Class I Settlement Class meets all certification requirements of Federal Rule of Civil Procedure 23 for a settlement class.
3. The certified Class I Settlement Class is defined as follows:²

All non-excluded persons or entities who are or were royalty owners where Kaiser-Francis Oil Company is or was the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) for the Class Wells during the production months of August 2013, through and including December 2021, and royalties on such gas were paid to such royalty owners; and including such persons entitled to share in royalty proceeds during the production months of August 2013, through and including December 2021, under any lease that contains an express provision stating that royalty will be paid on gas used off the lease premises (an Express Fuel Clause). The claims in this matter relate to royalty payments for gas and its constituents (residue gas, natural gas liquids, helium, nitrogen, or condensate).

The persons, entities, or interests excluded from the class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States,

² This definition includes the Class I and Class I Subclass as defined in the *First Amended Complaint* (Doc. 12, p. 3).

Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) any publicly traded company or their affiliated entities that produce, gather, process, or market gas; (4) overriding royalty owners and others whose interest was carved out from the lessee's interest; and (5) the Released Parties.

4. The Court finds the above-defined Class I 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 Class I 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 Class I Settlement Class, the Court hereby appoints Plaintiff Pauper Petroleum, LLC as Class Representative and Plaintiff's Counsel Reagan E. Bradford and Ryan K. Wilson (of

Bradford & Wilson PLLC) as Co-Lead Class Counsel and Rex Sharp (of Sharp Law LLP) 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, and the Class I Settlement Class is hereby certified for the purposes of this Settlement.

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 Class I Settlement Class’ 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 Class I 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 Class I 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 a Final Judgment dismissing the Released Claims in the Litigation based on the Settlement Agreement should not be ordered after adequate notice to the Class I Settlement Class has been given in conformity with this Order. As such, the Court finds that those Class I 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 Class I Settlement Class that Class Counsel will seek Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and a Nominal Case Contribution Award for Class Representative's services; (c) notify the Class I Settlement Class of the time and place of the Final Fairness Hearing; (d) describe the procedure for requesting exclusion from the Settlement; and (e) describe the procedure for objecting to the Settlement or any part thereof.

9. The Court also preliminarily approves the proposed manner of communicating the Notices to the Class I 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 20 business days after entry of this Preliminary Approval Order, the Settlement Administrator will mail (or cause to be mailed) the Notice (Ex. 5), as described in the Settlement Agreement, by mail to all Class I Members who have been identified after reasonable efforts to do so. The Notice (Ex. 5) will be mailed to Class I Members using the data described in paragraph 3.3 of the Settlement Agreement, the last known addresses for each payee, and any updated addresses found by the Settlement Administrator. For any Class I Members who received more than one payment, the Notice (Ex. 5) 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 (Exs. 3-4) as described below. It is not reasonable or economically practical for the Parties to do more to determine the names and addresses of Class I Members.

b. No later than 20 business days after entry of this Preliminary Approval Order, or at such time as is ordered by the Court, the Settlement Administrator also shall publish (or cause to be published) the Notice (Ex. 4) 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 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 (Ex. 3), (ii) the Complaint, (iii) the Settlement Agreement, (iv) this Order, and (v) other publicly-filed documents related to the Settlement.

10. Class Counsel is authorized to act on behalf of the Class I 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 Class Action 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, the Judgment, and the Court's Plan of Allocation order(s) authorizing distribution of the Net Settlement Fund to Class I Members. The Parties and their Counsel shall not be liable for any act or omission of the Settlement Administrator.

12. The Court appoints Signature Bank 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 6.18 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 [Month] [Date], [Year] at _____ 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 Class I 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 I 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 Released Claims in 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 I Members who are not excluded from the Class I 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 a Nominal 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, a Nominal Case Contribution Award, and reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, without further notice to the Class I Settlement

Class. The Settlement Administrator will update the website maintained pursuant to paragraph 9(c) of this Order to reflect the current information about the date and time for the Final Fairness Hearing.

15. Class I Members wishing to exclude themselves from the Class I 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 I Member's name, address, telephone number, and notarized signature; (ii) a statement that the Class I Member wishes to be excluded from the Class I Settlement Class in *Pauper Petroleum, LLC v. Kaiser-Francis Oil Company*; and (iii) a description of the Class I 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 the Settlement Administrator, Defendant's Counsel, and Plaintiff's Counsel by certified mail, return receipt requested and received no later than 5 p.m. CDT on [Month] [Date], [Year]. Requests for Exclusion may be mailed as follows:

Settlement Administrator:

Pauper-Kaiser-Francis Settlement
c/o JND Class Action Administration, Settlement Administrator
P.O. Box 91244
Seattle, WA 98111-9332

Class Counsel:

Reagan E. Bradford
Ryan K. Wilson
BRADFORD & WILSON PLLC
431 W. Main Street, Suite D
Oklahoma City, OK 73102

Defendant's Counsel:

Paul DeMuro
Frederic Dorwart
FREDERIC DORWART LAWYERS PLLC
124 East Fourth Street
Tulsa, Oklahoma 74103

Requests for Exclusion may not be submitted through the website or by phone, facsimile, or e-mail. Any Class I 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.

16. Any Class I 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 Nominal 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 *Pauper Petroleum, LLC v. Kaiser-Francis Oil Company*, Case No. 19-cv-514-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 from which the objector has received payments 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 (j) if the objector is objecting to any portion of Plaintiff's Attorneys' Fees, a Nominal Case Contribution Award, or Litigation Expenses or Administration, Notice, and Distribution Costs sought 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. CDT by the deadline of 14 calendar days prior to the Final Fairness Hearing at the addresses set forth in paragraph 15 above.

Any Class I 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. Either or both Party's 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 28 calendar days prior to the Final Approval 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 a Nominal 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 otherwise 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 I 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, is not, and shall not be construed as an admission or concession by any of the Parties to the Settlement Agreement. 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 certification, 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 Class I 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 certification 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 Class I Settlement Class.

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

JOHN F. HEILL, III
UNITED STATES DISTRICT JUDGE

Approved as to Form:

/s/ Reagan E. Bradford

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Ryan K. Wilson
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/s/ Paul DeMuro

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COUNSEL FOR DEFENDANT

Exhibit 2

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

Pauper Petroleum, LLC, on behalf of itself and all others similarly situated, Plaintiff, v. Kaiser-Francis Oil Company, Defendant.	Case No. 19-CV-514-JFH-JFJ
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JUDGMENT

This is a class action lawsuit brought by Plaintiff Pauper Petroleum, LLC on behalf of itself and as representative of a class of owners (defined below), against Kaiser-Francis Oil Company (“Defendant”), for, *inter alia*, the alleged underpayment of royalty on gas and gas constituents from oil-and-gas wells in Oklahoma. On July 22, 2022, Plaintiff and Defendant executed a Stipulation and Agreement of Settlement (the “Settlement Agreement”), finalizing the terms of the Settlement.¹

On [Month] [Date], [Year], the Court preliminarily approved the Settlement and issued an 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 (the “Preliminary Approval Order”). In the Preliminary Approval Order, the Court, *inter alia*:

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

a. certified the Class I Settlement Class⁴ for settlement purposes, finding all requirements of Federal Rule of Civil Procedure 23 have been satisfied with respect to the proposed Class I Settlement Class;

b. appointed Plaintiff Pauper Petroleum, LLC as Class Representative, and Reagan E. Bradford and Ryan K. Wilson (of Bradford & Wilson PLLC) as Co-Lead Class Counsel and Rex Sharp (of Sharp Law LLP) 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 Class I Settlement Class' claims; (iii) Class Representatives 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 Class I Settlement Class;

d. preliminarily approved the Settlement as fair, reasonable, and adequate and in the best interest of the Class I Settlement Class;

e. preliminarily approved the form and manner of the proposed Notices to be communicated to the Class I Settlement Class, finding specifically that such Notice, among other information: (i) described the terms and effect of the Settlement; (ii) notified the Class I Settlement Class that Plaintiff's Counsel will seek Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and a Nominal Case Contribution Award for Class Representative's services; (iii) notified the Class I Settlement Class of the time

⁴ The Class I Settlement Class includes the Class I and Class I Subclass, as defined in the First Amended Complaint (Doc. 12, p. 3).

and place of the Final Fairness Hearing; (iv) described the procedure for requesting exclusion from the Settlement; and (v) described the procedure for objecting to the Settlement or any part thereof;

f. instructed the Settlement Administrator to disseminate the approved Notice to potential members of the Class I Settlement Class (Ex. 5), to publish the Notice (Ex. 3-4), and to display documents related to the Settlement on an Internet website 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 [Month] [Date], [Year] 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 I Members could properly request exclusion from the Class I 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 Notices was given to the Class I Settlement Class, notifying them of the Settlement and the upcoming Final Fairness Hearing. On [Month] [Day], [Year], in accordance with the Preliminary Approval Order and the Notices, the Court conducted a Final Fairness Hearing to, *inter alia*:

a. determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate and in the best interests of the Class I 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 I 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 I Members who did not timely submit a valid Request for Exclusion or were not otherwise excluded from the Class I 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 Released Claims in the Litigation against Defendant with prejudice and extinguishing, releasing, and barring all Released Claims against all Released Parties in accordance with the Settlement Agreement;

e. determine whether the applications for Plaintiff's Attorneys' Fees, reimbursement for Litigation Expenses and Administration, Notice, and Distribution Costs, and a Nominal 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:

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

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

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

All non-excluded persons or entities who are or were royalty owners where Kaiser-Francis Oil Company is or was the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) for the Class Wells during the production months of August 2013, through and including December 2021, and royalties on such gas were paid to such royalty owners; and including such persons entitled to share in royalty proceeds during the production months of August 2013, through and including December 2021, under any lease that contains an express provision stating that royalty will be paid on gas used off the lease premises (an Express Fuel Clause). The claims in this matter relate to royalty payments for gas and its constituents (residue gas, natural gas liquids, helium, nitrogen, or condensate).

The persons, entities, or interests excluded from the class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) any publicly traded company or their affiliated entities that produce, gather, process, or market gas; (4) overriding royalty owners and others whose interest was carved out from the lessee’s interest; and (5) the Released Parties.

The Court finds that the above-defined Class I Settlement Class has been properly certified for the purposes of this Settlement. 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 Class I 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.

4. At the Final Fairness Hearing on [Month] [Date], [Year], 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 Class I 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 I 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.

5. The Court further finds that due and proper notice, by means of the Notices, was given to the Class I Settlement Class in conformity with the Settlement Agreement and Preliminary Approval Order. The form, content, and method of communicating the Notices disseminated to the Class I 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 I 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 I Members have been afforded a reasonable opportunity to request exclusion from the Class I Settlement Class or object to the Settlement.

6. 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 Class I 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 Claims, the duration of the Litigation, the extent of discovery, and the balance between the benefits the Settlement provides to the Class I Settlement Class and the risk, cost, and uncertainty associated with further litigation and trial of the Released Claims. Serious questions of law and fact remain contested between the parties. 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 of the Released Claims. The considered judgment of the Parties, aided by experienced legal counsel, supports the Settlement.

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

8. The Court finds that on [Month] [Date], [Year], Defendant caused notice of the Settlement to be served on the appropriate state official for each state in which a Class I 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. 28 § 1715, the appropriate state official for each state in which a Class I 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 I Members who reside in each state and the estimated proportionate share of each such Class I 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 I Members residing in each state and the estimated proportionate share of the claims of such Class I Members to the Settlement. 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 I 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.

9. The Released Claims are dismissed with prejudice as to the Released Parties. All Class I 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 (a) are hereby deemed to have finally, fully, and forever conclusively released, relinquished, and discharged all of the Released Claims against the Released Parties and (b) are barred and permanently enjoined from, directly or indirectly, on any Class I Member's behalf 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's Party's litigation costs, costs of court, or attorney's fees.

10. The Court also approves the efforts and activities of the Settlement Administrator, JND Legal Administration, and the Escrow Agent, Signature Bank, 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.

11. 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.

12. The Settlement Administrator is directed to refund to Defendant the amount of the Net Settlement Fund attributable to Class I Members who timely and properly submitted a Request for Exclusion or who were otherwise excluded from the Class I Settlement Class by order of the Court in accordance with the Settlement Agreement, if applicable.

13. 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. Further, this Final Judgment shall not give rise to any collateral estoppel effect as to the certifiability of any class in any other proceeding or as to the Remaining Claims.

14. 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 I Members who were not excluded from the Class I 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.

15. 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 Class I Settlement Class in entering into and implementing the Settlement.

16. Neither Defendant nor Defendant's Counsel shall have any liability or responsibility to Plaintiff, Plaintiff's Counsel, or the Class I 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 6.18 of the Settlement Agreement, no Class I 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.

17. Any Class I 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.

18. 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 Section 5 of the Settlement Agreement.

19. 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 Representatives for a Nominal Case 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).

20. Plaintiff's Counsel, Plaintiff, and the Class I Settlement Class will only be liable for loss of any portion of the Escrow Account as described in paragraph 6.18 of the Settlement Agreement. Defendant shall have no liability for any such loss.

21. 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.

22. In the event the Settlement is terminated as the result of a successful appeal of this Judgment or does not become Final and Non-Appealable in accordance with the terms of the Settlement Agreement for any reason whatsoever, then this Judgment and all orders previously entered in connection with the Settlement 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.

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, 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 a Nominal

Case Contribution Award, and to enforce this Final Judgment. Notwithstanding the Court’s jurisdiction to issue additional orders in this Litigation, this Judgment fully disposes of all Released Claims as to Defendant and is therefore a final appealable judgment. Pursuant to Rule 54(b), the Court further finds no just reason for delay and therefore expressly directs the Clerk of the Court to file this Judgment as a final order and final judgment of the Released Claims in this Litigation.

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

IT IS SO ORDERED this ___ day of _____, _____.

JOHN F. HEILL, III
UNITED STATES DISTRICT JUDGE

Approved as to Form:

/s/ Reagan E. Bradford
Reagan E. Bradford
Ryan K. Wilson
BRADFORD & WILSON PLLC
431 W. Main Street, Suite D
Oklahoma City, OK 73102
Telephone: (405) 698-2770
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reagan@bradwil.com
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/s/ Paul DeMuro
Paul DeMuro
Frederic Dorwart
FREDERIC DORWART LAWYERS PLLC
124 East Fourth Street
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Telephone: (918) 583-9922
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COUNSEL FOR DEFENDANT

–and–

Rex A. Sharp, OBA #011990
Ryan C. Hudson, OBA # 33104
SHARP LAW, LLP
5301 W. 75th Street
Prairie Village, KS 66208
Telephone: (913) 901-0505
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rsharp@midwest-law.com
rhudson@midwest-law.com

CLASS COUNSEL

Exhibit 3

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

Pauper Petroleum, LLC, on behalf of itself and all others similarly situated,

Plaintiff,

v.

Case No. 19-CV-514-JFH-JFJ

Kaiser-Francis Oil Company,

Defendant.

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

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

If you belong to the Class I Settlement Class and this Settlement is approved, your legal rights will be affected. Read this Notice carefully to see what your rights and options are in connection with this Settlement.

Because you may be a member of the Class I Settlement Class in the Litigation captioned above and described below ("the Litigation"), the Court has directed this Notice to be sent to you. Defendant Kaiser-Francis Oil Company ("Defendant" or "Kaiser-Francis") records show payment of royalty to you from oil-and-gas well(s) in Oklahoma for which Kaiser-Francis was the operator or a working interest owner who separately marketed and remitted royalty directly. 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.pauper-kfoc.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 I 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

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.pauper-kfoc.com. The terms, conditions, and definitions in the Settlement Agreement qualify this Notice in its entirety.

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 I 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 Class I Settlement Class consists of the following individuals and entities:

All non-excluded persons or entities who are or were royalty owners where Kaiser-Francis Oil Company is or was the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) for the Class Wells during the production months of August 2013, through and including December 2021, and royalties on such gas were paid to such royalty owners; and including such persons entitled to share in royalty proceeds during the production months of August 2013, through and including December 2021, under any lease that contains an express provision stating that royalty will be paid on gas used off the lease premises (an Express Fuel Clause). The claims in this matter relate to royalty payments for gas and its constituents (residue gas, natural gas liquids, helium, nitrogen, or condensate. The claims in this matter relate to royalty payments for gas and its constituents (residue gas, natural gas liquids, helium, nitrogen, or condensate).⁸

The persons, entities, or interests excluded from the class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) any publicly traded company or their affiliated entities that produce, gather, process, or market gas; (4) overriding royalty owners and others whose interest was carved out from the lessee's interest; and (5) the Released Parties.

If you are unsure whether you are included in the Class I Settlement Class, you may contact the Settlement Administrator at:

Pauper Petroleum, LLC v. Kaiser-Francis Oil Company Settlement
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91244
Seattle, WA 98111
Call Toll-Free: 1-833-823-0041

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

⁸ The Class I Settlement Class includes the Class I and Class I Subclass members as defined in the First Amended Complaint (Doc. 12, p. 3) filed in the Litigation.

I. General Information About the Litigation

The Litigation seeks, *inter alia*, damages for Defendant’s alleged underpayment of royalty on gas and gas constituents from oil-and-gas wells in Oklahoma. 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 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 United States District Court for the Northern District of Oklahoma in the file for the Litigation.

II. The Settlement, Plaintiff’s Attorneys’ Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, a Nominal Case Contribution Award, And The Settlement Allocation And Distribution To The Class I Settlement Class

On [Month] [Date], [Year], the Court preliminarily approved a Settlement in the Litigation between Plaintiff, on behalf of itself and the Class I 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 Released Claims alleged in the Litigation, Defendant has agreed to pay Ten Million Dollars (\$10,000,000.00) in cash (“Gross Settlement Fund”). In exchange for the payment noted above and other consideration outlined in the Settlement Agreement, the Class I Settlement Class shall release the Released Claims (as defined in the Settlement Agreement available for review and download at www.pauper-kfoc.com) against the Released Parties (as defined in the Settlement Agreement). The Gross Settlement Fund, less Plaintiff’s Attorneys’ Fees and Litigation Expenses, and other costs (Administration, Notice, and Distribution Costs) approved by the Court (the “Net Settlement Fund”), will be distributed to final Class I Members pursuant to the terms of the Settlement Agreement.

Class Counsel intend to seek an award of Plaintiff’s Attorneys’ Fees of not more than 40% of the Gross Settlement Fund. Class Counsel, Reagan E. Bradford and Ryan K. Wilson of Bradford & Wilson and Rex Sharp of Sharp Law LLP, have been litigating this case without any payment whatsoever, advancing thousands of dollars in expenses. At the Final Fairness Hearing, Class Counsel will also seek reimbursement of the Litigation Expenses incurred in connection with the prosecution of this Litigation and that will be incurred through final distribution of the Settlement, which are estimated to be approximately \$200,000.00, to be paid out of the Gross Settlement Fund. In addition, Plaintiff intends to seek a nominal case contribution award for its representation of the Class, which amount will not exceed \$100,000.00, to compensate Plaintiff for its 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 and download at www.pauper-kfoc.com. This website will eventually include this Class Notice, the Plan of Allocation, and application for Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs. You may also receive information about the progress of the Settlement by visiting the website at www.pauper-kfoc.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 [Month] [Date], [Year] beginning at __. __.m., before the Honorable John F. Heil, III, U.S. District Judge for the Northern District of Oklahoma, 333 West Fourth St., Tulsa, OK 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.pauper-kfoc.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 Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs; and (e) the application for a Nominal Case Contribution Award for the Class Representative.

A CLASS I 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 I 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 Class Counsel. As a Class I Member, you will be bound by the outcome of the Settlement, if finally approved by the Court. The Class Representative and Class Counsel believe that the Settlement is in the best interest of the Class I Members, and, therefore, they intend to support the proposed Settlement at the Final Fairness Hearing. As a Class I Member, if you are entitled to a distribution pursuant to the Allocation Methodology, you will receive your portion of the Net Settlement Fund and 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 Class I Settlement Class, neither you nor any other Releasing Party will be able to start a lawsuit or arbitration, continue 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 Class I Settlement Class

If you do not wish to be a member of the Class I Settlement Class, then you must exclude yourself from the Class I Settlement Class by mailing by certified mail, return receipt requested, a Request for Exclusion to the Settlement Administrator to be received by [Month] [Date], [Year], at 5 p.m. CDT. All Requests for Exclusion must include: (i) the Class I Member's name, address, telephone number, and notarized signature; (ii) a statement that the Class I Member wishes to be excluded from the Class I Settlement Class in *Pauper Petroleum, LLC v. Kaiser-Francis Oil Company*; and (iii) a description of the Class I 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 the Settlement Administrator, Defendant's Counsel, and Class Counsel by certified mail, return receipt requested and received no later than 5 p.m. CDT on [Month] [Date], [Year]. Requests for Exclusion may be mailed as follows:

Settlement Administrator:

Pauper-Kaiser-Francis Settlement
c/o JND Class Action Administration, Settlement Administrator
P.O. Box 91244
Seattle, WA 98111-9332

Class Counsel:

Reagan E. Bradford
Ryan K. Wilson
BRADFORD & WILSON PLLC
431 W. Main Street, Suite D
Oklahoma City, OK 73102

Defendant's Counsel:

Paul DeMuro
Frederic Dorwart
FREDERIC DORWART LAWYERS PLLC
124 East Fourth Street
Tulsa, Oklahoma 74103

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 Class I 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 must exclude yourself even if you already have a pending case against any of the Released Parties based upon any Released Claims during the Claim Period. 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 Class I Settlement Class, but Object to the Settlement, Allocation Methodology, Plan of Allocation, Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, or Nominal Case Contribution Award

Any Class I 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, Administration, Notice, and Distribution Costs, or the request for a Nominal 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 *Pau-per Petroleum, LLC v. Kaiser-Francis Oil Company*, Case No. 19-cv-514-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 from which the objector has received payments 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 (j) if the objector is objecting to any portion of the Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, or a Nominal Case Contribution Award sought 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 Class Counsel and Defendant's Counsel, via certified mail return receipt requested, and received no later than 5 p.m. CDT by [Month] [Date], [Year] at the addresses set forth above. Any Class I 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
Page Belcher Federal Building
333 W. 4th Street,
Room 411
Tulsa, OK 74103

UNLESS OTHERWISE ORDERED BY THE COURT, ANY CLASS I SETTLEMENT CLASS I 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 OBJECTON 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.pauper-kfoc.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 Clerk of the Court, 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.

DATED this ____ day of ___, _____.

JOHN F. HEIL, III
UNITES STATES DISTRICT JUDGE

Exhibit 4

If You Are or Were a Kaiser-Francis Oil Company Royalty Interest Owner in an Oklahoma Oil and Gas Well, You Could Be a Part of a Proposed Class Action Settlement

The Class I Settlement Class includes:

All non-excluded persons or entities who are or were royalty owners where Kaiser-Francis Oil Company is or was the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) for the Class Wells during the production months of August 2013, through and including December 2021, and royalties on such gas were paid to such royalty owners; and including such persons entitled to share in royalty proceeds during the production months of August 2013, through and including December 2021, under any lease that contains an express provision stating that royalty will be paid on gas used off the lease premises (an Express Fuel Clause). The claims in this matter relate to royalty payments for gas and its constituents (residue gas, natural gas liquids, helium, nitrogen, or condensate. The claims in this matter relate to royalty payments for gas and its constituents (residue gas, natural gas liquids, helium, nitrogen, or condensate).

The persons, entities, or interests excluded from the class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) any publicly traded company or their affiliated entities that produce, gather, process, or market gas; (4) overriding royalty owners and others whose interest was carved out from the lessee's interest; and (5) the Released Parties.

On [Month] [Date], [Year], the Court preliminarily approved a Settlement in which Defendant has agreed to pay Ten Million Dollars (\$10,000,000.00) in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct Plaintiff's Attorneys' Fees and Litigation Expenses, a Nominal Case Contribution Award, and any Administration, Notice, and Distribution Costs. The remainder of the fund (the "Net Settlement Fund") will be distributed to final Class I 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 I Members will release Defendant and others identified in the Settlement Agreement from the royalty underpayment claims described in the Settlement Agreement.

The attorneys and law firms who represent the Class I Settlement Class as Class Counsel are: Reagan E. Bradford and Ryan K. Wilson of Bradford & Wilson PLLC and Rex Sharp of Sharp Law LLP. 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 I Settlement 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.
- **Stay in the Class I 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 no later than [Month] [Date], [Year] at 5 p.m. CDT.
- **Exclude Yourself from the Class I Settlement Class:** To exclude yourself from the Class I Settlement Class, you must serve a written statement requesting exclusion. 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 [Month] [Date], [Year] at 5 p.m. CDT. You cannot exclude yourself on the website, by telephone, or by email.

The Court will hold a Final Fairness Hearing on [Month] [Date], [Year] at ____ p.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, Litigation Expenses, Administration, Notice, and Distribution Costs, and a Nominal 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.pauper-kfoc.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 Class I Members, read the Notice of Settlement, Settlement Agreement and other documents posted on the website or contact the Settlement Administrator.

Visit: www.pauper-kfoc.com

Call Toll-Free: 1-833-823-0041

Or write to: *Pauper v. Kaiser-Francis Settlement*
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91244
Seattle, WA 98111

Exhibit 5

Pauper-KFOC Settlement
c/o JND Legal Administration
PO Box 91244
Seattle, WA 98111

A federal court authorized this notice. This is not a solicitation from a lawyer.
If You Are or Were a Kaiser-Francis Oil Company Royalty Interest Owner in an Oklahoma Oil and Gas Well, You Could Be a Part of a Proposed Class Action Settlement

ID: «cf_printed_id»

Who Is Included?

You are a member of the Class I Settlement Class if are or were a royalty owner where Kaiser-Francis Oil Company is or was the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) for the Class Wells during the production months of August 2013, through and including December 2021, and royalties on such gas were paid to you, including royalty owners with express provisions concerning royalty on gas used off the lease premises. The Class has been preliminarily approved for settlement only. There are exclusions.

«cf_name1»
«cf_name2»
«cf_care_of_name»
«cf_address_1»
«cf_address_2»
«cf_city», «cf_state» «cf_zip»
«cf_country»

There is a proposed Settlement in a putative class action lawsuit filed against Kaiser-Francis Oil Company (“Defendant”) called *Pauper Petroleum, LLC v. Kaiser-Francis Oil Co.*, Case No. 19-cv-514-JFH, in the U.S. District Court for the Northern District of Oklahoma. The Lawsuit claims Defendant failed to properly pay royalty on gas and gas constituents.

Why am I receiving this notice?

Defendant’s records indicate you may be a member of the Class I Settlement Class.

What does the settlement provide?

The proposed Settlement provides monetary benefits of \$10,000,000.00 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. Defendant also agreed to provide Future Benefits. 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 \$100,000.00 from the Settlement.

What are my legal rights?

You don’t have to do anything to stay in the Class I Settlement Class and receive the benefits of the proposed Settlement. If you stay in the Class I Settlement Class, you may also object to the proposed Settlement by following the instructions from the Court (available on the website) by _____. If you stay in the Class I Settlement Class, you will 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 from claims described therein. You may appear through an attorney if you so desire.

What are my other options?

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 _____, 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.

When will the Court decide whether to approve the proposed Settlement?

A Final Fairness Hearing has been scheduled for _____ at _____ CDT at the United States District Court for the Northern District of Oklahoma, 333 West Fourth St., Tulsa, Oklahoma 74103. You are not required to attend the hearing, but you or your lawyer may do so if you wish.

THIS IS ONLY A SUMMARY. TO GET A COPY OF THE LONG-FORM NOTICE OR FOR MORE INFORMATION, VISIT WWW.PAUPER-KFOC.COM OR CALL TOLL-FREE 1-833-823-0041

Exhibit 6

Class Well List

Well Name	API Number
4G 4-27	35-007-25226-00-00
A CROSS RANCH 1-33	35-129-21811-00-00
A CROSS RANCH 3-33	35-129-23116-00-00
AARON 1-6	35-129-21772-00-00
ADAMS 1-7	35-007-21717-00-00
ADAMS 3-6	35-149-21137-00-00
ADAMS GENIE UNIT	35-149-00029-00-00
ADAMS I L	35-059-50012-00-00
ADAMS V E UNIT 1	35-059-30182-00-00
ADENA 1-26	35-139-21613-00-00
AHERN 1-3	35-017-23383-00-00
AKERS L	35-137-08880-00-00
ALBERT 3	35-007-21126-00-00
ALBERT 4-3	35-007-23525-00-00
ALBRIGHT 2-31	35-129-21823-00-01
ALBRIGHT 5-12	35-129-21899-00-00
ALBRIGHT 8-12	35-129-22373-00-00
ALEXANDER 1-19	35-009-21660-00-00
ALICE 1-31	35-149-20856-00-00
ALICE 2-31	35-149-20885-00-00
ALICE 7-31	35-149-21189-00-00
ALLAMON 15-A	35-137-20991-00-00
ALLEE 1	35-129-21914-00-00
ALLEN 1-20	35-129-21271-00-00
ALLEN 4-20	35-129-22659-00-00
ALLEN 5-20	35-129-23035-00-00
ALLEN BP-16A	35-007-21340-00-00
ALLEN BP-6	35-007-20980-00-00
ALLEN RANCH 1-11	35-015-22453-00-00
ALLEN RANCH 1-2	35-015-22512-00-00
ALLIANCE TRUST UNIT	35-061-00071-00-00
AMOS 1-29	35-009-21361-00-00
ANDERSON 1-17	35-129-21171-00-00
ANDERSON TRUST 1-17	35-129-22039-00-00
ANDREW 1-5 APO	35-039-20763-00-00
ANGIE 2-31	35-129-21806-00-00

ANN 1-34	35-153-21600-00-00
ANN 3-31	35-149-20888-00-00
ANN 5-31	35-149-20990-00-00
ANN 8-31	35-149-21203-00-00
ANNA 1-26	35-129-21650-00-00
APATITE FEDERAL 2-30 ATT	35-129-22763-00-00
ARNSPERGER H UNIT	35-139-20134-00-00
ARNWINE UNIT A 1	35-079-20562-00-00
ART 1	35-121-22352-00-00
ART 2-32	35-121-23269-00-00
ASHBY 6-29	35-039-21611-00-00
ASHBY 7-29 APO	35-039-21635-00-00
ASHLEY 8-5	35-129-23242-00-00
AUBREY LUCILLE	35-149-20570-00-00
BABITSKE 1	35-045-20906-00-00
BAKER 1-10	35-039-20711-00-00
BAKER 1-11	35-149-20708-00-00
BAKER 1-20	35-009-20282-00-00
BAKER 1-4	35-039-20710-00-00
BAKER 2-10	35-039-22082-00-00
BAKER 2-4	35-039-21892-00-00
BAKER 3-10	35-039-22246-00-00
BAKER 3-31	35-039-21354-00-00
BALDWIN 1-31	35-007-24813-00-00
BANKS-HUDDLE 1-33	35-149-20886-00-00
BAR K RANCH 1	35-051-20788-00-00
BARBISHIGHT FEDERAL 7-12	35-129-23016-00-00
BARBY 1	35-059-20533-00-00
BARBY 2-18	35-007-23185-00-00
BARBY 43-35	35-007-21572-00-00
BARBY EDITH 1	35-059-35353-00-00
BARBY EDITH 2	35-059-50007-00-00
BARBY RANCH 1-15 UNIT	35-007-36170-00-00
BARBY RANCH 1-64	35-007-36152-00-00
BARBY TRUST 1-11	35-007-23455-00-00
BARBY-LENZ 1-22	35-059-21460-00-00
BARNARD 2-7	35-039-21419-00-00
BARNARD 3-7H	35-039-22355-00-00
BARNES 1-23	35-137-25566-00-00
BARNES UNIT	35-043-35115-00-00

BARR 1-29	35-007-22540-00-00
BARTENBACH 2-24	35-043-22742-00-00
BARTON 3-22 APO	35-045-21854-00-00
BASHAM 2-36 ATOKA	35-079-20627-00-00
BASHAM 2-36 HARTSHORNE	35-079-20627-00-00
BASS B UNIT	35-007-00478-00-00
BATTIEST 1-11	35-137-23332-00-00
BEA 2-32	35-051-22830-00-00
BEAVER 1-14	35-007-22380-00-00
BEAVER RIVER 1-7	35-007-22494-00-00
BECHTOLD 1-26	35-007-22803-00-00
BECKER 1-22	35-007-21422-00-01
BECKER B 1-10	35-007-35695-00-01
BELCHER 1-25	35-015-21069-00-02
BELL 1-30 MORROW	35-039-20012-00-00
BELL 2-30	35-039-20340-00-01
BENNETT 1-22	35-051-22304-00-00
BENNETT 1-23	35-051-22333-00-00
BENNETT 1-9 CIG	35-007-21427-00-00
BENNETT 2-9	35-007-23477-00-00
BENNETT 3-9	35-007-25117-00-00
BENNETT 4-6	35-007-24678-00-00
BENNETT 5-6	35-007-25054-00-00
BENNETT 6-6	35-007-25105-00-00
BENNETT 6-6 TONKA	35-007-25105-00-00
BENSON CAROLINE	35-011-22131-00-00
BERENDS	35-007-20197-00-00
BERRY 2-8	35-129-22698-00-00
BERRYMAN 1-30	35-045-20930-00-00
BERRYMAN 2-19	35-045-21665-00-00
BERRYMAN 2-24	35-045-22079-00-00
BERRYMAN J W B	35-045-20003-00-00
BERRYMAN JEROME E	35-045-20133-00-00
BERRYMAN JEROME ET AL	35-045-20001-00-00
BERTHA 1	35-015-21547-00-00
BERTIE 1-9	35-149-20788-00-00
BETTY 1-19	35-009-21339-00-00
BEUTLER 1-13	35-129-21442-00-00
BIA 5-8-9 1H	35-015-23276-00-00
BILLINGS 3-3A	35-059-21604-00-00

BINGLEY UNIT 1	35-139-00850-00-00
BINNS 2-22H	35-029-21140-00-00
BINNS 3-22H	35-029-21352-00-00
BINNS 4-22H	35-029-21353-00-00
BINNS 5-22H	35-029-21354-00-00
BINNS 6-22H	35-029-21355-00-00
BLAIR-PAIN 3-8	35-129-22285-00-00
BLANTON 13-9	35-149-21318-00-00
BLANTON 7-4	35-149-21391-00-00
BLANTON 7-9	35-149-20919-00-00
BLEVINS 1-22	35-009-21383-00-00
BLOWOUT HEIRS 2-33	35-129-23021-00-00
BLOWOUT HEIRS 3-33	35-129-23200-00-00
BLUE CREEK 1-7	35-121-20882-00-00
BLUE CREEK 1-8	35-121-20731-00-00
BLUE CREEK 1H-7	35-121-24190-00-00
BLUE CREEK 2-7 APO	35-121-21286-00-00
BLUE STEM 1-5	35-129-22896-00-00
BLUNDELL 1-1	35-149-20640-00-00
BOCKELMAN 1-8	35-007-23447-00-00
BOECKMAN A-1	35-011-20645-00-00
BOGGES 4-29	35-129-22579-00-00
BOGGES 5-21	35-129-22868-00-00
BORDEN LAND CO 1-7	35-011-23206-00-00
BORNEMANN 1-20	35-011-20860-00-00
BOSWELL 1-26	35-051-20960-00-00
BOTTOMS B 1-26	35-129-20836-00-00
BOUGHN 1-14	35-007-23313-00-00
BOULWARE 2-36	35-129-21141-00-00
BOURQUIN 1-31	35-007-22270-00-00
BOWEN 1-10	35-051-23374-00-00
BOWERS MABEL G U	35-007-36100-00-00
BOWERS-WINTERS	35-153-21454-00-00
BP 4	35-149-20845-00-00
BRADY 1-20	35-129-20399-00-00
BRADY 2-20	35-129-21302-00-00
BRADY 3-20	35-129-21508-00-00
BREIDENSTEIN	35-151-50009-00-00
BREWER 1-34 APO	35-129-21269-00-00
BRIDGET 13-4	35-129-23355-00-00

BRILES 1-15	35-139-21484-00-00
BRINKS 1-16	35-051-22299-00-00
BRITTON 1-17	35-129-23188-00-00
BROADBENT 2-26	35-039-21718-00-00
BROADBENT 25-2	35-039-21700-00-00
BROADHURST 1-12	35-149-20555-00-01
BROADIE	35-007-20258-00-00
BROADIE 3-25 APO	35-007-23647-00-00
BROOKS 1-5 APO	35-045-21438-00-00
BROWN 1-10	35-051-23180-00-00
BROWN ROBERT 1-1	35-007-24964-00-00
BROWNE TRUST 1-16	35-121-20957-00-00
BRUCE 1-23	35-015-21694-00-00
BRUCE 1-26	35-139-22090-00-00
BRUNGARDT MILDRED APO	35-087-20972-00-01
BRUSHY 1-23	35-121-21593-00-00
BRUSHY 2-23	35-121-22006-00-00
BRUSHY 3-23	35-121-22377-00-00
BRYANT 1-3 APO 2	35-045-22061-00-00
BUCKMASTER 1-30	35-011-21767-00-00
BUCKMASTER VAUGHN	35-039-21081-00-00
BUDDY JOE 1-25	35-079-21211-00-00
BUELA MAE 1-18	35-121-20942-00-00
BULLOCK 1	35-049-21386-00-01
BURGESS 3	35-011-22148-00-00
BURGTORF C A UT 1	35-039-30057-00-00
BURKE 1	35-007-21212-00-00
BURKEY R O 1	35-051-20737-00-00
BUTCHER 1-10	35-051-23348-00-00
BYFORD 1-22	35-051-22286-00-00
C L O 1-36	35-011-22177-00-00
C L O 1-36 W/O	35-011-22177-00-00
C L O 3-36	35-039-21880-00-00
CABS FARMS 2-29	35-009-21296-00-00
CADE EST	35-015-21318-00-00
CALDWELL 1-10	35-051-22185-00-00
CALDWELL 2-10	35-051-22951-00-00
CALDWELL 22-A	35-137-20925-00-00
CALLISON 1-A	35-093-20769-00-00
CAMERON 7-9	35-129-22716-00-00

CAMPBELL 1-A	35-153-20606-00-00
CAMPBELL LIZZIE 2-10A	35-045-22380-00-00
CAR 4-19 APO	35-129-21907-00-00
CARLIN FARMS 2-10 APO	35-051-22251-00-00
CARLIN FARMS 3-10	35-051-23274-00-00
CARLIN FARMS 4-10	35-051-23332-00-00
CARLISLE 1-36	35-059-20507-00-00
CARLISLE 2-3	35-059-20078-00-00
CARLISLE 3	35-059-21000-00-01
CARMAN GEORGE 2A	35-121-21635-00-00
CARMEN 2-23	35-137-25376-00-00
CAROLINE 2-17	35-007-23257-00-00
CAROLYN 1-1	35-015-22408-00-00
CAROLYN 5-4	35-149-21280-00-00
CARTER 1-20	35-079-20597-00-00
CARTER TRUST 1-7H	35-039-22362-00-00
CASEY TOM 1-4	35-059-21318-00-00
CASH UNIT	35-137-00693-00-00
CASHEW 765 1H ATT	35-043-23718-00-00
CASSEL 1-18	35-051-21704-00-00
CATES	35-015-20899-00-00
CATESBY UNIT 2 2	35-045-35229-00-00
CATESBY UNIT 2 3	35-045-50074-00-00
CATESBY UNIT 2 4	35-045-50073-00-00
CAUDRON 3-26	35-077-20585-00-00
CAUDRON 5-26 APO	35-077-20807-00-00
CECIL 1-5	35-007-22407-00-00
CELSOR 1-10	35-149-20290-00-00
CELSOR 2-10	35-149-20629-00-00
CHAORISTAH 1-12	35-015-20993-00-00
CHARLES 1-7	35-009-21724-00-00
CHARLOTTE 3-32	35-051-22990-00-00
CHENAULT 1 APO 6	35-149-20294-00-00
CHENOWETH 1-32	35-153-20571-00-00
CHEROKEE STATE 2-33	35-153-22296-00-00
CHRISTENSEN 1-24	35-039-21701-00-00
CHRISTIEN 1-14	35-007-22933-00-00
CHUCK 1-8	35-129-22797-00-00
CHURCH 1-1	35-149-20638-00-00
CHURCH 2-1	35-149-20644-00-00

CHURCH 3-26	35-149-20970-00-00
CITY OF ARDMORE 1-10	35-019-22597-00-00
CITY OF ARDMORE 1-3	35-019-22184-00-00
CITY OF ARDMORE 1-33	35-019-21291-00-00
CITY OF ARDMORE 1-4	35-019-21128-00-00
CITY OF ASHLAND 2-5	35-121-20478-00-00
CITY OF WEATHERFORD 1-34	35-039-20553-00-00
CLARENCE 1-28	35-009-21362-00-00
CLARK 1-29	35-009-21191-00-00
CLAY 1	35-129-20546-00-00
CLAY 1-33	35-015-22318-00-00
CLAYTON 11-9 ATOKA	35-149-21233-00-00
CLAYTON 11-9 GW	35-149-21233-00-00
CLAYTON 2-8	35-149-21068-00-00
CLAYTON 8-9	35-149-20957-00-00
CLAYTON-YEAGER 1-8	35-149-20993-00-00
CLEAR 1-33	35-015-22260-00-00
CLIFT 2-11	35-015-22404-00-00
CLOVIS MILLER 9-12	35-129-22666-00-00
CLUCK 3-32	35-149-20894-00-00
CLYMAN 1-24	35-059-21480-00-00
COBB 2-22	35-129-21272-00-00
COBB 3-22	35-129-21413-00-00
COBB 4-22	35-129-21812-00-00
COBB 7-22	35-129-23269-00-00
COFFEY	35-015-21117-00-00
COFFEY ESTATE 1-22	35-009-21542-00-00
COLLIER FARMS 1-18	35-043-22435-00-00
COMMISSIONERS 1-24	35-007-22688-00-00
CONCHO 1-16	35-129-21452-00-00
CONNER A UNIT	35-007-36233-00-00
COOK 1-10	35-045-22239-00-00
COOK 2	35-059-20850-00-00
COOK 3	35-059-21104-00-00
COOK ERNEST L 1 UT	35-121-20123-00-00
COOK OLMA 1-5	35-149-20749-00-00
COOK OLMA 3-5	35-149-21264-00-00
COOK TRUST 1-34	35-153-22360-00-00
COOPER 1-1	35-063-20674-00-00
COPELAND 2	35-009-20778-00-00

CORDUM 1-12	35-129-20745-00-00
CORLESS 2-4	35-045-21522-00-00
CORLESS 2-4 APO	35-045-21522-00-00
CORLESS 3-9	35-045-21650-00-00
CORNELL 1-19	35-039-21657-00-00
COUGAR 1-25	35-051-23401-00-00
COUGAR 2-25	35-051-23422-00-00
COULSON 1-26	35-039-22137-00-00
COX 1-13	35-059-21536-00-00
CRAIL 3-16	35-007-24801-00-00
CRAM 1-22	35-079-20348-00-00
CRAWFORD G B	35-059-50004-00-00
CROSSLAND 1	35-045-20571-00-00
CROW 10-5-8 1H	35-051-24559-00-00
CSC	35-139-21098-00-00
CUNNINGHAM 1-13	35-029-20162-00-00
CUNNINGHAM 1-14	35-029-20166-00-00
CUNNINGHAM 1-24	35-029-20180-00-00
CUNNINGHAM 2-24	35-029-20408-00-00
CUNNINGHAM HARLOW 1-13H	35-029-21143-00-00
CUNNINGHAM HARLOW 1-14H	35-029-21108-00-00
CUNNINGHAM HARLOW 2-13H	35-029-21127-00-00
CUNNINGHAM HARLOW 2-14H	35-029-21109-00-00
CUNNINGHAM HARLOW 3-13H	35-029-21128-00-00
CUNNINGHAM HARLOW 3-14H	35-029-21110-00-00
CUNNINGHAM HARLOW 4-13H	35-029-21129-00-00
CUNNINGHAM HARLOW 4-14H	35-029-21142-00-00
CUPP 3-27	35-009-20735-00-00
CUSTER 4-26	35-039-21369-00-00
CUSTER 5-26	35-039-21551-00-00
CUSTER 6-26	35-039-21752-00-00
CUSTER 7-26	35-039-22043-00-00
CUSTER 8-26	35-039-22096-00-00
CVANIGA	35-007-22245-00-00
DACUS 2-8	35-149-21113-00-00
DACUS 3-8	35-149-21279-00-00
DAILY B ELLIOTT	35-015-21178-00-00
DAILY UNIT	35-137-00694-00-00
DAUGHERTY 2-11	35-009-20625-00-00
DAVIDSON 1-11	35-007-35002-00-01

DAVIS 1-11	APO	35-137-24534-00-00
DAVIS 1-7		35-051-21144-00-00
DAVIS 2-3	ATT	35-017-23871-00-00
DAVIS 3-3	ATT	35-017-23874-00-00
DEAL 1-14		35-129-20484-00-00
DEAL 1-28		35-149-21294-00-00
DEAL 2-28		35-149-21328-00-00
DEAL 3-28		35-149-21400-00-00
DEAN 1-19		35-009-21311-00-00
DEAN ADA 2-13		35-129-21583-00-00
DEAN CLAY 1-17		35-015-22562-00-00
DEBRA 1-36		35-007-24497-00-00
DELK 1-6		35-007-22007-00-00
DETRIXHE 2-27		35-045-21902-00-00
DEVINE UNIT		35-137-09701-00-00
DEW 2-8		35-149-21031-00-00
DICKENS IRENE		35-135-20012-00-00
DILLON LONKER		35-007-35550-00-00
DINTLEMAN 1		35-149-20264-00-00
DIXON ED		35-007-35093-00-00
DIXON-SYCAMORE		35-019-21125-00-00
DOBSON 2-7		35-009-21737-00-00
DOBSON 3-7		35-009-21750-00-00
DODSON 1-36		35-129-21253-00-00
DODSON 4-3		35-129-22181-00-00
DONALD 1-15	APO	35-007-23351-00-00
DORIS 1-36		35-149-20679-00-00
DORIS 1-6		35-149-20636-00-00
DOROTHA 33-9N-11W	1H	35-015-23313-00-00
DOUBLE CHECK B 1-5		35-007-23354-00-00
DRYDEN 1 & 2 & SCHUYLER 1		35-051-36655-00-00
DRYDEN 7		35-051-20794-00-00
DUGGER 1-28		35-045-20610-00-00
DUGGER 2-28		35-045-22548-00-00
DUNN 1-23		35-059-21339-00-00
DUNN 1-33		35-015-21197-00-00
DUNN 2-11		35-051-23258-00-00
DUNN 2-2		35-051-22179-00-00
DUPREE 5-36		35-129-22056-00-00
DURAN 1-18		35-121-20595-00-00

DUREE 1-36	35-149-20595-00-00
DUREE 2-36	35-149-20648-00-00
DYCHE 1-7	35-007-35114-00-00
DYKES 10-6	35-129-23211-00-00
DYKES 1-6	35-129-20737-00-00
DYKES 9-6	35-129-23114-00-00
EAGAN COUNCILGROVE	35-007-35684-00-00
EAGAN MORROW	35-007-35684-00-00
EAKINS 2-13	35-129-21799-00-00
EARL 1-23	35-149-20917-00-00
EARL B 1-21	35-129-21460-00-00
EARL B 5-21	35-129-22323-00-01
EARL B-2	35-129-21685-00-00
EARL B-4	35-129-21864-00-00
EASLEY 4-35	35-149-21254-00-00
EASLEY FLOYD 1-36	35-149-20630-00-00
EBY	35-093-20436-00-00
ECHELLE 1-9	35-121-20917-00-00
EDDA 1-8	35-129-22934-00-00
EDNA 1-10	35-015-21209-00-00
EDNA 1-31 APO	35-011-22598-00-00
EDSALL 2-22	35-139-22122-00-00
EDWARDS E 1	35-129-21189-00-00
EHRlich 1-11	35-045-21649-00-00
EHRlich UNIT B 2	35-045-21704-00-00
EISCHEN 1	35-017-20191-00-00
ELDER 1-34	35-149-20668-00-00
ELINOR 1-17	35-007-23872-00-00
ELLIOTT 32-1	35-129-21748-00-00
ELLIOTT 9-3	35-149-21079-00-00
ELSING 4-33	35-121-21470-00-00
ELSING ROY 1&3 GAS UNIT	35-121-30045-00-00
ELSING ROY 2	35-121-21346-00-00
ELY 1-15	35-129-21346-00-00
EMMA 1	35-015-20872-00-00
ENGLAND 1A APO 2	35-059-21562-00-00
ENOX 1-10	35-051-22942-00-00
ERNEST 2-1 APO	35-129-21809-00-00
ERNEST 3-1	35-129-21947-00-00
ERNESTINE 1-22	35-007-22461-00-00

ESTELLE D 1	35-121-20740-00-00
EUBANKS 2-29	35-129-22203-00-00
EUBANKS 3-29	35-129-22572-00-00
EVANS 7-35	35-149-21380-00-00
EVANS UNIT	35-007-35183-00-00
FAIRLESS 1-23	35-029-20168-00-00
FARNI 11-6	35-129-23281-00-00
FARNI 4-6	35-129-21870-00-00
FARNI 5-6	35-129-22011-00-00
FARNI 6-6	35-129-22300-00-00
FARNI 8-6	35-129-23062-00-00
FARRELL 1-24H	35-029-21174-00-00
FARRELL 2-24H	35-029-21175-00-00
FARWELL 17 & 18	35-051-36806-00-00
FARWELL KIT C 2 3 5 6 7	35-051-36841-00-00
FARWELL SKIRVIN 8 & 9	35-051-00541-00-00
FEARN ALBERT 1-10	35-045-22218-00-00
FEARN ALBERT 2-10	35-045-22314-00-00
FERGUSON 3-1	35-007-24582-00-00
FERGUSON 4-1	35-007-24989-00-00
FERGUSON F 1&2	35-007-36238-00-00
FINNELL 1-34	35-149-30009-00-01
FINNELL 2A	35-149-20075-00-00
FINNEY 1-35	35-015-21124-00-00
FLENNER 2-20	35-129-21383-00-00
FLICK 19-8	35-039-21675-00-00
FLOOD 1-24	35-015-22262-00-00
FLOOD 2-24	35-015-22303-00-00
FLORENE Z 6-32	35-051-23365-00-00
FLYING J 12-9	35-149-21259-00-00
FLYING J 2-9 GW	35-149-20707-00-02
FLYNT DORIS 1-33	35-039-20794-00-00
FLYNT DORIS 2-33	35-039-21451-00-00
FORD 3-25	35-039-21830-00-00
FORD 4-25	35-039-21875-00-00
FOSSETT 1-13	35-015-21185-00-00
FRANCES 1-23	35-051-22506-00-00
FRANKIE MAE 1-5	35-149-21387-00-00
FRANS TRUST 1-21	35-043-21621-00-00
FRAZIER 1-2	35-039-20968-00-00

FRIESEN 1-31	35-039-22229-00-00
FULTON 2-8	35-015-21912-00-00
FULTS 10-15	35-129-23213-00-00
FULTS 1-15	35-129-21826-00-00
FULTS 15-14-23 1H	35-129-23980-00-00
FULTS 6-15	35-129-22651-00-00
FULTS 9-15	35-129-22783-00-00
GALLAGHER 4	35-077-20764-00-00
GAMBRELL 4-33	35-149-21025-00-00
GARDNER 4-A	35-017-20453-00-00
GATES 1-3	35-129-20711-00-00
GATES 2-3	35-129-21733-00-00
GATES 3-3	35-129-21793-00-00
GATES 4-3	35-129-21905-00-00
GATES 5-3	35-129-22111-00-00
GEORGE 1-16 (CHESTER)	35-007-22619-00-00
GEORGE 1-35	35-149-20631-00-00
GEPNER 1	35-011-20892-00-00
GETZ 1	35-045-20886-00-00
GIBSON 5-32	35-051-23352-00-00
GIBSON L E 1	35-059-35363-00-00
GILES 1-3	35-149-20245-00-01
GLOVER 2B, 3 & 4	35-051-36736-00-00
GOERING UNIT 2	35-059-20582-00-00
GOLDIE 1-19	35-039-20368-00-00
GOLDIE 2-19	35-039-21248-00-00
GOLDSMITH POOLER	35-051-35244-00-00
GOOD 1-25	35-051-22968-00-00
GOODMAN 1-1	35-029-20140-00-00
GORE 1	35-015-20654-00-00
GOSDA UNIT	35-043-20661-00-00
GOSS 2-20	35-039-21610-00-00
GOVT TWYMAN	35-043-50099-00-00
GREEN 1-9	35-129-21034-00-00
GREEN 34-9-11 1H	35-015-23311-00-00
GREGG 1	35-007-21011-00-01
GREGORY 1-27	35-051-20936-00-00
GREGORY 1H-28	35-049-24920-00-00
GREGORY 2-29	35-009-20831-00-00
GREGORY 2H-28	35-049-24958-00-00

GREGORY 3H-28	35-049-24959-00-00
GREGORY 4H-28	35-049-24961-00-00
GREGORY 5H-28	35-049-24962-00-00
GRIFFIN 1-6H	35-121-24496-00-00
GRIFFIN 2-6H	35-121-24497-00-00
GROENDYKE 2-35	35-011-22936-00-00
GROFF 1	35-095-20148-00-00
GROSECLOSE 1-19	35-015-21405-00-00
GUENZEL 1	35-129-20486-00-00
GUTHRIDGE 2	35-059-20733-00-00
GUTHRIDGE UNIT	35-059-35364-00-00
GWENDOLYN 4-25	35-149-20929-00-00
H FARMS 1A-19	35-039-21294-00-00
HADDIX 1-30	35-087-20969-00-00
HAGEMAN STATE 1	35-007-20544-00-00
HAGGARD 1-27	35-039-22091-00-00
HAGGARD 2-25 APO	35-149-20646-00-00
HALL 4-4	35-051-23276-00-00
HALL 5-4	35-051-23323-00-00
HALL 6-4	35-051-23358-00-00
HALLETT UNIT	35-137-09703-00-00
HALLIBURTON 1-8	35-007-24953-00-00
HAMILTON 1-17	35-015-21785-00-00
HAMILTON 1-5	35-045-20226-00-00
HAMILTON 2-17	35-015-22535-00-00
HAMMACK 7-7	35-039-21820-00-00
HANNEMAN 1-11	35-017-20496-00-00
HANSON BERTIL 1	35-139-35493-00-00
HANZL GAS UNIT	35-059-35233-00-00
HARMON N	35-087-20017-00-01
HARPER B B 1-1	35-015-22515-00-00
HARRISON 1-8	35-129-22871-00-00
HARRISON EST	35-015-20967-00-00
HART 1-10	35-051-22084-00-00
HARVEY 1-6	35-149-20322-00-00
HARVEY 2-6	35-149-20975-00-00
HATCHER 1-29	35-017-20520-00-00
HATCHER FARMS 19-1	35-039-20994-00-00
HAUTH 1-10	35-007-23782-00-00
HAY 10-3	35-129-22329-00-00

HAY 11-3	35-129-22495-00-00
HAY 11-4	35-129-23294-00-00
HAY 13-3	35-129-22948-00-00
HAY 14-3	35-129-23126-00-00
HAY 15-3	35-129-23174-00-00
HAY 16-3	35-129-23311-00-00
HAY 17-3	35-129-23390-00-00
HAY 1-9	35-129-21193-00-02
HAY 6-3	35-129-22146-00-00
HAY 8-3	35-129-22236-00-00
HAY 8-4	35-129-22947-00-00
HAY MINNIE 1-32	35-129-20649-00-00
HAY MINNIE 3-32	35-129-21627-00-00
HAY MINNIE 4-32	35-129-21769-00-00
HAY MINNIE 7-32	35-129-22206-00-00
HAY MINNIE 8-32	35-129-22243-00-00
HEADRICK 1	35-139-00659-00-00
HEADRICK B-2	35-139-30115-00-00
HEARD 3-16	35-039-21706-00-00
HEATLEY	35-051-35747-00-00
HEATLEY H B 4 5 6 7	35-051-35706-00-00
HEFFEL 3-32	35-011-21639-00-00
HEINRICHS 1-10	35-149-20196-00-00
HELM 2-17 APO	35-011-20914-00-00
HENDERSHOT 1-8	35-129-21192-00-00
HENDRICKS	35-011-50019-00-00
HENNIGH 3-28R	35-007-24893-00-00
HENRY 1-35	35-015-21325-00-00
HERIFORD 2A-17 APO	35-039-21522-00-00
HERIFORD 3-18	35-039-21208-00-00
HERIFORD 5A-18	35-039-21457-00-00
HERIFORD 6-18 APO	35-039-21496-00-00
HERIFORD 7-18 APO	35-039-21561-00-00
HICKLIN 1-28	35-149-20418-00-00
HICKLIN 2-28HA	35-149-21730-00-00
HICKMAN 1	35-059-20240-00-00
HICKMAN 3-24	35-043-22510-00-00
HICKS MYRTLE 2-7	35-059-21866-00-00
HIGHLEY-DODSON 1-14	35-129-21515-00-00
HIGHTOWER 1-23	35-051-23280-00-00

HIGHTOWER 2-23	35-051-23338-00-00
HIGHTOWER 3-23	35-051-23381-00-00
HILL BILLY 2-17	35-051-22046-00-00
HINKLE	35-011-22282-00-00
HINKLE 3-28	35-149-21178-00-00
HINKLE 4-28 APO	35-149-21207-00-00
HINKLE 5-28	35-149-21271-00-00
HINKLE 6-28	35-149-21371-00-00
HINZ 1-5	35-149-20927-00-00
HINZ L J 1-6	35-149-21169-00-00
HIX 2-1	35-039-22310-00-00
HODGES BP-25	35-007-21059-00-00
HOHBEIN 13-31	35-129-23230-00-00
HOHBEIN 14-31	35-129-23237-00-00
HOLTON 1-34	35-079-20664-00-00
HOMESTEAD 1-23	35-007-25272-00-00
HOOD 1-2 W/O	35-139-21650-00-00
HOOPER 1-17	35-031-20740-00-00
HOPE 1-25	35-079-20666-00-00
HORNE-SMITH 1-24	35-153-21810-00-00
HORSE CREEK 1-8	35-039-22249-00-00
HOSTETTLER 1-7	35-121-20410-00-00
HOTZ A 2-8	35-015-20750-00-00
HOTZ A-1	35-015-20722-00-00
HOUSE 1-36	35-015-20766-00-01
HOWARD 1-1	35-149-20907-00-00
HOWARD 1-34	35-007-21354-00-00
HOWARD ALVA 1-33	35-007-21449-00-00
HUBBARD 1-11	35-051-22350-00-00
HUBBARD 1-5	35-149-21237-00-00
HUBBARD 1-6	35-149-21344-00-00
HUDDLE 2-33	35-149-20943-00-00
HUDDLE 3-33	35-149-21005-00-00
HUGHES 2-14 APO CHESTER	35-059-21254-00-00
HUGHES 2-28	35-039-21938-00-00
HUGHES JOHN 1-14	35-059-00063-00-00
HUNTER 1-6	35-039-22142-00-01
HUNTER 2-10	35-045-21597-00-00
HUTCHESON 23-4	35-039-21685-00-00
HUTCHISON 2-4	35-045-21495-00-00

HUTCHISON 3-4	35-045-22433-00-00
HYMAN 36-5	35-129-21925-00-00
HYMAN 36-6	35-129-21949-00-00
ILENE 4-2	35-129-20797-00-00
INA 1-25	35-129-21331-00-00
INDIAN NATIONS 1-30	35-121-20877-00-00
INDIAN NATIONS 2-19	35-121-23444-00-00
INDIAN NATIONS 2-19 SUB S WAP	35-121-23444-00-00
INEZ 2-9	35-149-20645-00-00
INSELMAN UNIT A	35-045-20009-00-00
INTEX 2-35	35-121-21383-00-00
INTEX 5-35	35-121-22042-00-00
INVESTORS ROYALTY 7-29	35-121-22893-00-00
IRA 4-9	35-149-20669-00-00
ISAACS 1-30	35-007-22326-00-00
J L 5-29	35-149-20853-00-00
JARVIS	35-139-01063-00-00
JASON 1-21	35-129-20616-00-00
JEAN ANN 6-4	35-129-22552-00-00
JENELL 1-2	35-129-21874-00-00
JENNINGS	35-015-21085-00-00
JENNINGS 2-20 APO	35-015-21576-00-00
JERA 12-4	35-129-23351-00-00
JESSIE 1-25	35-007-21992-00-00
JETT 1-7	35-007-24205-00-00
JETT 2-7	35-007-25060-00-00
JETT 3-7	35-007-25353-00-00
JEWELL 1-24	35-039-21007-00-00
JIMMIE JANZEN 1-1	35-007-24833-00-00
JOANNE 1-4	35-129-22652-00-00
JOANNE 2-4	35-129-22827-00-00
JOANNE 3-4	35-129-23024-00-00
JODY 1-10	35-007-22864-00-00
JOHNSON 1-11	35-149-20728-00-00
JOHNSON 1-34	35-049-24400-00-00
JOHNSON 1-5	35-031-21411-00-00
JOHNSON 3-15	35-149-21114-00-00
JOHNSON EST 2-21	35-121-21359-00-00
JOHNSON EST 6-21	35-121-22792-00-00
JOHNSON FARMS	35-043-21126-00-00

JOHNSON FARMS 2-6	35-043-22387-00-00
JOHNSON STATE 1-15A	35-149-20223-00-00
JOLLIFFE 1-32	35-139-21475-00-00
JOLLIFFE 1-33	35-139-21362-00-00
JOLLIFFE A 1-26	35-139-21433-00-00
JONES 1-33	35-121-20424-00-00
JONES 2-31	35-039-21664-00-00
JONES 3-31	35-039-22136-00-00
JONES 4-31	35-039-22172-00-00
JONES B 1-16	35-039-20891-00-00
JONES FLOYD C 1-24	35-039-20430-00-00
JONI 7-5	35-129-23204-00-00
JUANITA 1-7 ATOKA	35-009-21666-00-00
JUANITA 1-7 DES MOINES	35-009-21666-00-00
JULIE ROSE 8-25	35-149-21185-00-00
KAISER 2-16 APO	35-039-21413-00-00
KAMM 1-26	35-015-20713-00-00
KAMM 2-26 APO 4	35-015-22418-00-00
KARDOKUS 5-10 ATT	35-015-22797-00-00
KASS 1-5	35-129-21756-00-01
KAUK 1-2H	35-039-22381-00-00
KEE HEIRS 1-24	35-153-35288-00-00
KEEN 2-23	35-149-20991-00-00
KELLOGG 2-16	35-149-20697-00-00
KELLOGG 3-16	35-149-21149-00-00
KELLOGG ROBERT 1-16	35-149-20334-00-00
KENNEDY 1-B	35-139-01085-00-00
KENT ARLOS 1-28	35-009-20923-00-00
KEPHART 1-11	35-149-20583-00-00
KEPHART 1-31 ATT	35-039-21917-00-00
KERNS 1-36	35-007-00338-00-00
KERR 2-19	35-039-21108-00-00
KERRY 1-28	35-007-22477-00-00
KIDWELL-BROWN 1-25	35-015-22421-00-00
KIKER 1-3	35-039-20743-00-00
KIMZEY 8-1 ATT	35-129-22747-00-00
KIMZEY 9-1 ATT	35-129-22728-00-00
KING 1-34 EFF 0401	35-149-20887-00-00
KING 1-9 NORTHWEST-OPER	35-149-20392-00-00
KISHKETON 3	35-051-22145-00-00

KITSON 1-31	35-017-20791-00-00
KLEIN 1-12	35-039-20545-00-00
KM FARM 14-1	35-129-23341-00-00
KOERNER 1-24	35-051-21054-00-00
KOUNS FARMS 2-18 APO	35-043-22436-00-00
KUNDERER 1	35-049-21562-00-00
L & M 4-32	35-051-23240-00-00
LAMB 18-1	35-129-20826-00-00
LAMB 18-4	35-129-21909-00-00
LANE 1-23	35-007-22082-00-01
LANGSTON APO	35-051-20850-00-00
LAUREN 1-31	35-039-20457-00-00
LAURENCE 1-5	35-129-21022-00-00
LAVERN 1-6	35-149-20996-00-00
LAW-TATE	35-007-21234-00-00
LEACH 1-22	35-129-20696-00-00
LEACH 3-22 APO	35-129-21653-00-00
LEACH 4-22	35-129-23076-00-00
LEFLORE UNIT 1	35-079-60004-00-00
LEFLORE UNIT 3-6	35-079-20798-00-00
LEMASTERS 1-5	35-149-20694-00-00
LEMASTERS 1-9	35-149-20830-00-00
LEONARD 4-23	35-039-21656-00-00
LESTER 1-9	35-129-21316-00-00
LESTER A-2	35-129-20431-00-00
LESTER FAMILY 1-9	35-129-22993-00-00
LIBBY 1-33	35-129-20130-00-00
LIBBY 2-28	35-129-20169-00-00
LIBBY 3-28	35-129-20457-00-00
LINVILLE 1	35-129-20459-00-00
LIPPENCOTT 1-4	35-129-20199-00-00
LIPPENCOTT P 1-A	35-129-20270-00-00
LITTLE 1-32	35-059-20156-00-00
LITTLE 2-32	35-059-22212-00-00
LLOYD STATE 1	35-045-21220-00-00
LOFTISS 1-5	35-149-21140-00-00
LOFTISS 2-5	35-149-21174-00-00
LOFTISS 3-5	35-149-21187-00-00
LOFTISS 4-5	35-149-21197-00-00
LOFTISS 5-5	35-149-21209-00-00

LOFTISS 6-5	35-149-21235-00-00
LOFTISS 7-5	35-149-21255-00-00
LOFTISS 8-5	35-149-21335-00-00
LONG 1	35-007-20978-00-00
LONG 1-1	35-079-21804-00-00
LONG CARL UT 1-26	35-045-35279-00-00
LONG LLOYD	35-007-35052-00-00
LORENE 1-33	35-015-22014-00-00
LORI 1-24	35-009-21073-00-00
LOUISE 1-15	35-149-21181-00-00
LOULA 1	35-015-20635-00-00
LOVE E R UNIT	35-059-35419-00-00
LOVELACE 1-11	35-129-20622-00-00
LOVETT 1-17	35-129-20611-00-00
LOVETT 3-12	35-129-22791-00-00
LOVETT LEGRAND 3-10	35-137-25810-00-01
LOVETT LEGRAND 4-10	35-137-25866-00-00
LOVETT LEGRAND 5-10	35-137-25980-00-00
LOWE 2-6	35-051-22866-00-00
LUBINUS 1-15	35-011-21715-00-00
LUCAS 1-25	35-149-20857-00-00
LUCAS 1-27	35-149-20941-00-00
LUCAS 2-27	35-149-21020-00-00
LUCAS 3-23	35-149-21017-00-00
LUCAS 3-25	35-149-20896-00-00
LUCAS 5-25	35-149-20968-00-00
LUCAS 6-25	35-149-20979-00-00
LUCAS 7-25	35-149-21035-00-00
LYNCH 4-30 APO	35-149-20741-00-00
LYON A 1-21	35-139-21800-00-00
MACE 2	35-045-21668-00-00
MACE 3-2	35-045-21863-00-00
MACE 4-2	35-045-22101-00-00
MACE 5-2	35-045-22133-00-00
MACE UNIT	35-045-35247-00-00
MADDUX 3-21H	35-129-24022-00-00
MAHALA 1-34	35-015-22606-00-00
MAJOR ROYALTY 1-26	35-077-20075-00-00
MAJORS OPAL 1-5	35-015-21796-00-00
MALSON 2-7H	35-129-24096-00-00

MANNING 1-25	35-015-22261-00-00
MANSON 1-5	35-039-20473-00-00
MANSON 2-5	35-039-20817-00-00
MANSON 3-5	35-039-20906-00-00
MAPLE 1-33	35-007-35410-00-00
MARCHUS 1-7H	35-121-24286-00-00
MARCHUS 2-7/18H	35-121-24771-00-00
MAREETA 1-22	35-009-21434-00-00
MARINE 1-21	35-007-22372-00-00
MARJORIE 1-22	35-009-21453-00-00
MARTIN UNIT	35-137-20932-00-00
MARY 4-4	35-149-21270-00-00
MARY ELLEN 1-31	35-007-23182-00-00
MAXINE 1-22	35-009-21328-00-00
MAYBERRY 1-23	35-137-24507-00-00
MAYS 1-25	35-007-21984-00-00
MCCAUGHTRY 1&2	35-051-00486-00-00
MCCLAIN 1	35-139-20807-00-00
MCCLAIN 1-17	35-079-20268-00-00
MCCLAIN 1-4	35-015-21911-00-00
MCCLUNG	35-045-35294-00-00
MCCLUNG 1	35-121-22267-00-00
MCCOMAS 1	35-015-21076-00-00
MCCOY 1-36	35-007-24375-00-00
MCCOY 2-17	35-129-20594-00-00
MCCUNE	35-007-35204-00-00
MCCURILEY 1-18	35-051-20725-00-00
MCDONALD ANNALEE 1	35-045-20674-00-00
McFARLAND 1-27 APO	35-007-23408-00-00
MCKAY 1-31	35-063-20541-00-00
MCLAUGHLIN 1-2	35-039-21251-00-00
MCLAUGHLIN 3-3	35-039-21642-00-00
MCLEOD 1	35-007-20590-00-00
MCLEOD 2	35-007-24891-00-00
MCKMAKIN 1-1	35-149-20578-00-00
MCKMAKIN 2-1	35-149-21117-00-00
MCNEIL 1-8	35-051-20613-00-00
MCPHERSON 20-9-11 1H	35-015-23286-00-00
MEADERS 1-6	35-121-21564-00-00
MEGERT UNIT	35-007-20766-00-00

MEIER 1-33	35-011-21560-00-00
MELBA JUNE 1H	35-129-24124-00-00
MELTON O'NETA 1-35	35-015-22445-00-00
MELVIN 1	35-149-20064-00-00
MENDENHALL 1	35-139-20883-00-00
MENDENHALL 1-34	35-139-24341-00-00
MERILYN 1-17	35-045-22437-00-01
MERRICK 1-4	35-007-22759-00-00
MERRICK 7B	35-129-21328-00-00
MERRICK 7C	35-129-21526-00-00
MERRICK 7D	35-129-22091-00-00
MERRICK WALTER	35-129-21146-00-00
MESSNER 1-21	35-007-20959-00-00
METHVIN 1-12	35-051-21228-00-00
MEYERS 1-32 APO 2	35-063-20554-00-00
MIKLES 1-17	35-139-21517-00-00
MILEUR PERKINS 1-23	35-051-35921-00-00
MILLER 11-12	35-129-23368-00-00
MILLER 1-32	35-039-20650-00-03
MILLER 2-36	35-139-22075-00-00
MILLER 3-36	35-139-22109-00-00
MILLER BOYD	35-039-21358-00-00
MILLER GLEN 1-20	35-039-21636-00-00
MILLER TINA 1-12	35-039-20136-00-00
MILLER WILBUR UNIT	35-139-00656-00-00
MIRES 1-30	35-139-21591-00-00
MODEAN 1-10	35-051-22183-00-00
MONTY 1-14	35-121-21341-00-00
MOONEY 1-26	35-129-21513-00-00
MOONEY 2-26	35-129-21608-00-00
MOONEY 2-26	35-129-22691-00-00
MOONEY 2-35	35-129-22175-00-01
MOONEY 3-26	35-129-21728-00-00
MOONEY 3-35	35-129-22696-00-00
MOONEY 4-26	35-129-21819-00-00
MOONEY 4-35	35-129-22806-00-00
MOONEY 5-35	35-129-22910-00-00
MOONEY 6-26 BPO	35-129-23224-00-00
MOONEY 6-35	35-129-23045-00-00
MOORE JEFF 1-20	35-039-20915-00-00

MOORE JEFF 2-20	35-039-21137-00-00
MORAN 2-36	35-029-20415-00-00
MORAN 4-36	35-029-20522-00-00
MORAN SARAH 6-36	35-029-20602-00-00
MORAN SARAH 8-36	35-029-20660-00-00
MORGAN 1-3	35-045-20330-00-00
MORRIS 1-14	35-007-22762-00-01
MORRISON 1-22	35-149-21198-00-00
MORTON 1	35-039-20060-00-01
MOSBURG 1-27	35-039-20305-00-00
MOSELEY 23-9	35-039-21761-00-00
MOSELEY 3-23	35-039-21431-00-00
MOYER 2-4	35-045-21683-00-00
MOYER A	35-045-30033-00-00
MULBERRY 1-26 APO	35-007-23466-00-01
MULBERRY 1-34	35-059-35395-00-00
MULBERRY R C 1-3	35-059-35376-00-00
MULBERRY R C 3-3	35-059-21919-00-00
MURPHY 1-18	35-015-20837-00-00
MURRAY 1	35-045-20272-00-00
MURRIN 1-14	35-121-20116-00-00
MYERS 1-8	35-043-22739-00-02
MYERS 27-1	35-007-21665-00-00
NANNETTE 1	35-129-20482-00-00
NAOMI 1	35-129-20854-00-00
NEAL 1-28	35-007-22823-00-00
NEAL 2-28	35-007-23838-00-00
NELSON 1-6H	35-121-24420-00-00
NELSON 2-6H	35-121-24421-00-00
NESSER 1-29	35-009-20340-00-00
NESSER 2-29	35-009-20946-00-00
NESSER 3-29	35-009-21263-00-00
NESSER 4-29	35-009-21428-00-00
NEVA 1-15	35-015-22042-00-00
NEWMAN 1-23	35-007-22433-00-00
NICHOLAS 5-23-R	35-051-23005-00-00
NICHOLS 1-3	35-039-21582-00-00
NICHOLS 2-22	35-149-20931-00-00
NICHOLS 3-22	35-149-20982-00-00
NICHOLS 4-21	35-149-21001-00-00

NICHOLS 4-22	35-149-20986-00-00
NICHOLS 5-22	35-149-20997-00-00
NICHOLS GREGORY 3-28	35-009-20823-00-00
NIGHTINGALE 1	35-051-21045-00-00
NITZEL 1-7	35-011-23180-00-00
NOBLITT 1-33	35-129-20810-00-00
NOBLITT 2-33	35-129-22177-00-00
NOEL	35-015-22565-00-00
NOEL 1-22	35-007-22844-00-00
NOLEN J D	35-019-00075-00-00
NOVOTNY 1 APO	35-051-20699-00-00
NUNLEY 1-26	35-031-21483-00-00
NUTLEY MORGAN	35-149-20126-00-00
O'BRIEN 12-3	35-129-22624-00-00
ODWC 7-16-22 1H	35-045-23798-00-00
OGLETREE 1-3	35-139-23662-00-00
OGLETREE B 1-11	35-139-21664-00-00
O'HAIR B 1-12	35-043-20896-00-00
OLLENBERGER 1-36	35-007-22383-00-00
OLLENBERGER 2-36	35-007-22845-00-00
ONE ARM 1 UNIT	35-017-20400-00-00
ONEILL 1-20	35-129-21768-00-00
OUTLAND 1-14	35-045-21572-00-00
OVERTON 1-17	35-007-23506-00-00
OVERTON 1-8 UNIT	35-007-35108-00-00
OWENS B 3-7	35-045-22108-00-00
OYLER 1-9	35-025-20768-00-00
OYLER 2-9	35-025-20977-00-00
PANKEY 1-5	35-129-21052-00-00
PANTHER 1-1	35-039-20459-00-02
PARK 1-19 TONKAWA	35-045-22095-00-00
PARKER	35-077-20037-00-00
PARKER 6-4	35-149-21367-00-00
PARKER 8-4	35-149-21420-00-00
PARKER JONES MORROW UNIT	35-039-20008-00-00
PATES 1-29	35-135-20180-00-00
PATES FARMS 2-29	35-135-20339-00-00
PATRICIA 1-24	35-011-22395-00-01
PATTON 1-19	35-129-21161-00-00
PAULINE 3-16	35-043-23081-00-00

PAYNE T 1-2	35-137-23555-00-00
PECK 1-20	35-039-20961-00-00
PECK 4-26	35-015-22729-00-00
PEDEN GEORGE 3 APO	35-121-21763-00-01
PEDEN GEORGE 4	35-121-21963-00-00
PENDLEY 1-8	35-051-21213-00-00
PENNER	35-039-20522-00-00
PENNER 2-22	35-007-23666-00-00
PETERS 2-19H	35-149-21406-00-00
PHILLIPS 1-25	35-139-21573-00-00
PHILLIPS 1-35	35-139-21673-00-00
PHILLIPS 2-27	35-015-22720-00-00
PHILLIPS 3-27	35-015-22843-00-00
PHILLIPS 3-27 ACP	35-015-22843-00-00
PHILLIPS THELMA 1-9	35-039-20438-00-00
PIERCE 5-2	35-149-20680-00-00
PIERSALL 3-23	35-045-22114-00-00
PINE LAKE 1-24	35-077-20349-00-00
PINE LAKE 1-24 APO 3	35-077-20349-00-00
PITTSBURG 2-20	35-121-21038-00-00
PIXLER 2-15	35-061-20745-00-00
PLUNK 1-34	35-139-24208-00-00
POAG	35-051-20896-00-00
POAG 1-23	35-051-20896-00-00
POOLER 1-22	35-051-23153-00-00
PORT ROAD 1-1	35-149-21314-00-00
POTTER 1-3	35-011-21573-00-00
POTTER 3-26	35-007-21726-00-00
PUFFINBARGER 6-20	35-129-22695-00-00
PYEATT 3-36	35-039-21620-00-00
PYEATT 4-36	35-039-22075-00-00
PYEATT 5-36	35-039-22125-00-00
PYEATT 6-36	35-039-22139-00-00
PYEATT 7-36	35-039-22140-00-00
PYEATT 8-36	35-039-22354-00-00
QUARTERMASTER CRK 1	35-039-21786-00-00
RADER 2	35-059-20853-00-00
RAINSBERRY 1-8	35-007-25122-00-00
RALPH 1-31 W/O	35-051-21847-00-00
RANKIN UNIT	35-007-30075-00-00

RAY 1-5	35-039-20796-00-00
RAY 5-4	35-039-21373-00-00
RAY H 1-32	35-039-21340-00-00
RAY H 3	35-039-21822-00-00
RAY KARLIN 1-10	35-015-20648-00-00
RAYMOND 1-34	35-129-20936-00-00
REAGAN 1-33	35-129-22309-00-00
REAGAN 3-33	35-129-23268-00-00
REDDICK A-1	35-007-21003-00-00
REDELSPERGER	35-007-23314-00-00
REED TRUST 1-24	35-077-20437-00-00
REEVES FARMS 1-29H D-1&2	35-149-21745-00-00
REEVES FARMS 1-29H. D-3	35-149-21745-00-00
REID 4	35-051-20790-00-00
REID 6-9	35-129-22672-00-00
REIMAN 22-B	35-039-21381-00-00
REIMANN 1-29	35-007-22577-00-00
REISS TRUST 1-16	35-015-23103-00-00
REMER JOHNNIE UNIT	35-079-60050-00-00
REUSZER 1-31	35-139-21456-00-00
REYNOLDS 1-23	35-051-23292-00-00
RICHARDSON 1-10	35-051-22275-00-00
RICHARDSON 1-29 APO2	35-009-21147-00-00
RICHARDSON 2-26	35-137-25248-00-00
RICHEY 18A	35-051-22198-00-00
RICHEY 2-18	35-051-22409-00-00
RIGG 1	35-007-22027-00-00
RINDOM 1-7	35-007-22575-00-00
RINGO 10-9	35-149-21212-00-00
RINGO 10-9 ATK B	35-149-21212-00-00
RINGO 9-9	35-149-20978-00-00
ROARK 1-8	35-129-22676-00-00
ROARK 9-31	35-129-23027-00-00
ROATH 2-10	35-051-23282-00-00
ROATH 3-10	35-051-23325-00-00
ROB 1-35	35-149-20635-00-00
ROBERTS TRUST 1-31	35-153-22504-00-00
ROBERTS UNIT B 1-31	35-153-35280-00-00
ROBERTS UNIT B 2-31	35-153-21369-00-00
ROBERTSON 1-23	35-059-21302-00-00

ROBINSON 1-2	35-017-20537-00-00
ROCK 1 CHESTER	35-007-21215-00-00
ROCK 1 MORROW	35-007-21215-00-00
ROCKHOLD ELMER 1B 1C	35-051-36855-00-00
ROCKIN ANNIE RANCH	35-093-24778-00-00
ROGERS BECK 1	35-007-21477-00-00
ROGERS MIRIAM 1	35-135-20017-00-00
ROLLIN 1	35-079-20586-00-00
ROPER 1-6	35-007-22440-00-00
ROPER 2-6	35-007-22848-00-00
ROSS 1-11	35-139-21995-00-00
ROSS 1-6	35-121-20112-00-00
ROSSER 2-11	35-015-23099-00-00
ROY 1-26	35-007-22418-00-00
ROY 2-25	35-007-24432-00-00
RUBLE 1-1	35-059-20644-00-00
RUBLE 1-12	35-059-20875-00-00
RUBLE 2-1	35-059-21798-00-00
RUBY 1-28	35-007-22643-00-00
RUSSELLON 1-26	35-129-21009-00-00
RYAN 1-9	35-129-22844-00-00
SAGE 1-29H	35-015-23202-00-00
SAGE WOMAN HEIRS	35-129-21522-00-00
SAGE WOMAN HEIRS 2-33	35-129-22768-00-00
SAGE WOMAN HEIRS 3-33	35-129-23275-00-00
SALSMAN 1-21	35-149-20903-00-00
SALSMAN 3-21	35-149-20976-00-00
SALSMAN 6-21	35-149-21039-00-00
SANDER 1-33	35-093-20196-00-00
SANVE 3-4	35-129-21695-00-00
SANVE 5-4	35-129-22336-00-00
SARAH 8-30	35-051-23205-00-00
SARKEYS 1-11	35-043-50103-00-00
SASSEEN 14-9	35-149-21354-00-00
SAUNDERS 1-33	35-015-22333-00-00
SAUNDERS 2-33	35-015-22762-00-00
SAVAGE 10-1	35-129-22351-00-00
SAVAGE 1-1	35-129-20786-00-01
SAVAGE 11-1	35-129-22743-00-00
SAVAGE 12-1	35-129-23125-00-00

SAVAGE 13-1		35-129-23309-00-00
SAVAGE 2-1		35-129-21345-00-00
SAVAGE 4-1	APO	35-129-21757-00-00
SAVAGE 5-1		35-129-21969-00-00
SAVAGE 6-1		35-129-21982-00-00
SAVAGE 7-1	APO	35-129-22040-00-00
SAVAGE 7-6		35-129-22774-00-00
SAVAGE 8-1		35-129-22080-00-00
SAVAGE 9-1		35-129-22242-00-00
SCHENK	APO	35-015-21108-00-00
SCHIEFER FRED		35-137-03605-00-00
SCHMIDT 1-24		35-015-22434-00-00
SCHMIDT 1-34		35-039-21189-00-00
SCHMIDT 1-7		35-051-21119-00-00
SCHMIDT ANNIE UNIT		35-149-35118-00-00
SCHMITT 1-1H		35-029-21107-00-00
SCHNEBERGER 6-22		35-149-21010-00-00
SCHOENHALS 1-11		35-059-21578-00-00
SCHWAB 4-35		35-007-23157-00-00
SCHWAB 6-35		35-007-24347-00-00
SCHWAB BP-2		35-007-20920-00-00
SCOTT 3-15		35-129-22451-00-00
SEARS		35-153-20247-00-00
SEMINOLE 13-1		35-129-23037-00-00
SHARP HUNT UNIT 1-26		35-039-30003-00-00
SHARUM 1A-30		35-009-21382-00-00
SHELBY 1-29		35-017-21181-00-00
SHELTON 1-29		35-061-20752-00-00
SHIELDS 1-26		35-149-20871-00-00
SHIELDS 2-26		35-149-20940-00-00
SHIELDS 4-26		35-149-20992-00-00
SHOCKEY 1-32		35-051-21304-00-00
SHOCKEY 2-25		35-051-22089-00-00
SHOCKEY 3-25		35-051-22905-00-00
SHOEMAKE 1-30		35-051-20706-00-00
SHORES 2-11		35-029-20176-00-00
SHWEN 1-14	APO 5	35-015-21105-00-00
SIDMORE 1-35		35-029-20150-00-00
SIDMORE 5-35		35-029-20578-00-00
SIDMORE 6-35		35-029-20588-00-00

SIDMORE 8-35	35-029-20640-00-00
SIMON 1-1 ACP	35-149-21290-00-00
SIMPSON 1-33	35-007-22449-00-00
SIZELOVE JAMES F UNIT	35-007-35345-00-00
SMALLEY 1-12	35-029-20137-00-00
SMALLEY 2-12H	35-029-21093-00-00
SMALLEY 3-12H	35-029-21302-00-00
SMALLEY 4-12H	35-029-21301-00-00
SMALLEY 5-12H	35-029-21303-00-00
SMALLEY 6-12H	35-029-21304-00-00
SMALTS 1-A	35-025-20291-00-00
SMITH 1-28	35-139-21543-00-01
SMITH 1-32	35-121-20409-00-00
SMITH 2-15	35-129-20916-00-00
SMITH 3-14	35-137-26565-00-00
SMITH 4-5	35-129-22715-00-00
SMITH 6-5	35-129-23083-00-00
SMITH 8 & 9	35-051-00489-00-01
SMITH F 2	35-011-20903-00-01
SMITH HOMER E	35-051-36649-00-00
SMITH J JOE 1-16	35-039-20942-00-00
SMITH JOHN 2	35-007-21482-00-01
SMITH MARSHALL	35-015-21006-00-00
SMITH T J	35-059-35189-00-00
SNIDER 1-26	35-137-25362-00-00
SNIDER 1-36	35-039-20742-00-00
SNIDER 2-36	35-039-21777-00-00
SNIDER 3-36	35-039-21815-00-00
SOAR 1-18	35-039-20841-00-00
SOKOLOSKY 5-26	35-149-21049-00-00
SOKOLOSKY 5-32	35-149-20936-00-00
SOMERS 1-3 SYCAM	35-049-24399-00-00
SOMERS 1-3. HUNTON	35-049-24399-00-00
SOUTH 1-8 UNIT	35-043-20795-00-00
SPANGLER A G U 1	35-007-36271-00-00
SPEAKMAN 2	35-139-21426-00-00
SPERLE 1-20	35-149-20109-00-00
SPITZ 1-28 APO	35-149-20621-00-00
SPRADLIN 5-35	35-149-20706-00-00
SPROWLS 1-27	35-129-20727-00-00

SPROWLS 1-33	35-129-20659-00-00
SPROWLS 1-5	35-129-20767-00-00
SPROWLS 2-14	35-051-23181-00-00
SPROWLS 2-33	35-129-21457-00-00
SPROWLS 2-5	35-129-21491-00-00
SPROWLS 3-14	35-051-23281-00-00
SPROWLS 3-33	35-129-21517-00-00
SPROWLS 5-33	35-129-21845-00-00
SPROWLS 6-5	35-129-22829-00-00
SPROWLS 7-27	35-129-23342-00-00
SPURLIN 1	35-051-21017-00-00
STALEY 1-29	35-009-21355-00-00
STAMPER 1-29	35-129-21542-00-00
STANDIFORD 1-17	35-079-20524-00-00
STAR 2-18	35-129-21735-00-00
STATE 1-13	35-015-20836-00-00
STATE 1-16	35-129-20559-00-00
STATE 1-21	35-059-21359-00-00
STATE 1-32	35-129-20317-00-00
STATE 3-32	35-129-22384-00-00
STATE OF OK 1-11	35-007-22335-00-00
STATE OF OK GU E 1	35-007-35760-00-00
STATE RICARDS 1	35-007-35082-00-00
STATE RICARDS 2	35-007-23505-00-01
STATE WAUGH 1-33	35-059-50014-00-02
STATE WHEELER UNIT	35-007-36000-00-00
STEERS 1-15	35-043-20189-00-00
STEGMAIER 1-34	35-153-21523-00-00
STEGMAIER 2-34	35-045-22063-00-00
STELLA 1-17	35-039-20827-00-00
STEPHANIE 1-26	35-039-20727-00-00
STEPHENS UNIT	35-079-20071-00-00
STEWART 1-4	35-015-20970-00-00
STEWART 1-8	35-007-22046-00-00
STEWART-WICKHAM	35-129-20605-00-00
STIDHAM 1-20	35-039-20420-00-00
STINSON 1	35-059-20248-00-00
STINSON 2-21	35-059-22266-00-00
STINSON-DEXTER 1-1	35-059-50017-00-00
STINSON-DEXTER 3-1	35-059-22030-00-00

STINSON-EFFIE 1-12	35-059-00029-00-00
STINSON-EFFIE 2-12	35-059-30041-00-00
STONE 1-19	35-009-21137-00-00
STONE 1-4	35-039-22217-00-00
STOUGHTON 1-27	35-007-23186-00-00
STOUT 1-8	35-045-20814-00-00
STOWERS 1-11	35-149-20547-00-00
STRANAHAN 1-29	35-129-20636-00-00
STRIBLING 1-10	35-039-22304-00-00
STROBEL 1-32	35-149-20868-00-00
STROBEL 2-32	35-149-20881-00-00
STROBEL 4-32	35-149-20905-00-00
STROEHMER 1-17	35-121-20939-00-00
STROUD 1-3	35-017-21927-00-00
SWAGGART 1	35-011-20630-00-00
SWITZER 1-9	35-129-21642-00-00
SWITZER 30A-2	35-129-21938-00-00
SYBIL 3-9	35-149-20666-00-00
SYLVIA 6	35-051-23002-00-00
T BAR RANCH 5-19	35-129-22722-00-00
TALKINGTON APO	35-015-21186-00-00
TAMARA 3-25	35-039-22141-00-00
TAYLOR BP-49	35-007-21088-00-00
TAYLOR FAMILY 1-10	35-007-25290-00-00
TAYLOR FAMILY 1-10. PROD	35-007-25290-00-00
TAYLOR FARMS 1-36	35-129-21871-00-00
TEAGARDEN 1	35-139-30013-00-00
TEAGARDEN 2-35	35-139-23995-00-00
TEAGARDEN 3-35	35-139-24351-00-00
TEAGON 10-4	35-129-23172-00-00
TERRY 1-16	35-051-20796
THIEL 1-9	35-017-23020-00-00
THOMAS 1-26 CHESTER	35-007-24874-00-00
THOMPSON 1-33	35-051-21198-00-00
THORNTON 3-30	35-009-21077-00-00
THRASHER 13-2	35-059-21606-00-00
THURMAN 2-21	35-149-20953-00-00
THURMAN 7-21	35-149-21054-00-00
THURMAN 8-21	35-149-21064-00-00
TILLEY 1-4	35-017-23222-00-01

TIPTON HOME 1-28	35-009-21149-00-00
TORRALBA 10-5-8 1H	35-051-24051-00-00
TOUCHSTONE 14-3	35-039-21401-00-00
TOWLE 2-25	35-007-22890-00-00
TOWLE BP-39	35-007-21020-00-00
TOWN OF HAMMON 1-1	35-129-20819-00-00
TOWN OF HAMMON 4-1	35-129-22359-00-00
TOWN OF HAMMON 5-1	35-129-22772-00-00
TOWN OF HAMMON 6-1	35-129-22811-00-00
TOWN OF HAMMON 7-1	35-129-23379-00-00
TREKELL 1	35-121-20142-00-00
TRISSELL 1-18	35-149-20713-00-00
TRUMBLEY 1	35-011-20808-00-00
TUCKER 1-19	35-139-23645-00-00
TURNER 1-1	35-015-22504-00-00
TURNER 1-14	35-051-22100-00-00
TURNER 1-23	35-051-22890-00-00
TURNER 1-8	35-043-22643-00-00
TURNER 3-14	35-051-22891-00-00
TURNER 4-14	35-051-23275-00-00
TURNER 5-14	35-051-23331-00-00
TURNER 6-14	35-051-23351-00-00
TWILA 9-4	35-129-23102-00-00
USA 1-1 BPO	35-129-23238-00-00
USA 1-22	35-129-21948-00-00
USA WHITE EAGLE 2-14	35-129-21966-00-00
VAN DORN 1-6	35-059-20597-00-00
VAN HYNING	35-139-20989-00-00
VANTINE GAS UNIT	35-139-20240-00-00
VAUGHN 1-28	35-039-20960-00-00
VAUGHT 1-34	35-149-21225-00-00
VEACH 1-10	35-051-23339-00-00
VERLA 1-20	35-007-22557-00-00
VERMA 1-34	35-015-21398-00-00
VERNA 7-30	35-051-23067-00-00
VIERSEN RANCH 1-21	35-011-22130-00-00
VINCENT TRUST 27-20-26 1H	35-045-23360-00-00
VIPER 2-2	35-137-26559-00-00
VIRGINIA 20-4	35-045-21978-00-00
W R 4-31	35-051-22885-00-00

WAHL 1-36	35-007-22527-00-00
WALKER 2-1	35-039-21076-00-00
WALKER 2-3	35-039-21494-00-00
WALKER 2-3 APO 5	35-039-21494-00-00
WALKER OPAL 1-29	35-129-21873-00-00
WALKER TRUST 6-20	35-129-23313-00-00
WALKER TRUST 7-20	35-129-23366-00-00
WALKUP 2-27H	35-029-21117-00-00
WALKUP 3-27H	35-029-21148-00-00
WALKUP 4-27H	35-029-21150-00-00
WALKUP 5-27H	35-029-21151-00-00
WALTER 1-7	35-007-23333-00-00
WALTER 2-15	35-149-20930-00-00
WALTER 2-16	35-149-20948-00-00
WALTER K B 1-22	35-009-20360-00-00
WALTER K B 2-22	35-009-20958-00-00
WALTERS 2-25	35-051-20941-00-00
WALTERS 2-5	35-149-21074-00-00
WALTERS 3-25	35-051-20928-00-00
WALTERS 3-5	35-149-21109-00-00
WALTERS 4-25	35-051-21205-00-00
WALTERS MARIE 1-14	35-009-20850-00-00
WALTER-STEFFES 1-5	35-149-20576-00-00
WALTER-STEFFES 2-5	35-149-20675-00-00
WANDA 1-17	35-149-20939-00-00
WANDA LEE 4-17	35-149-20995-00-00
WARD 1	35-121-20134-00-00
WARD 2	35-121-21433-00-00
WARREN 1-12H7X8	35-085-21301-00-00
WARREN KING 1-27	35-015-21136-00-00
WATKINS 1-13	35-007-22309-00-00
WATTERSON 26-1	35-029-20553
WEAVER 1-28	35-079-20688-00-00
WEBB TED 1-29	35-039-20281-00-00
WEBB TED B 1-23	35-039-20360-00-00
WEBBER 33-A	35-093-20937-00-00
WEBSTER 1-30	35-007-22849-00-00
WEBSTER 2-30	35-007-23383-00-00
WEHMEIER 1-12	35-139-21335-00-00
WELCH WALTER J 14-2	35-051-20778-00-01

WELLER 6-29	35-149-20912-00-00
WELLS 1-1	35-079-20896-00-00
WELLS 1-36 APO	35-079-20893-00-00
WELLS 28-9-11 1H	35-015-23301-00-00
WELTY 2-6H	35-129-23803-00-00
WELTY 3-12	35-129-22725-00-00
WELTY 4-1	35-129-21747-00-00
WELTY 7-1 BPO	35-129-23214-00-00
WELTY 8-12	35-129-23258-00-00
WEST 1-14 APO	35-015-21160-00-00
WESTER 1-28	35-009-21479-00-00
WHISENANT 1-22	35-007-22972-00-00
WHITE 1-17	35-031-21473-00-00
WHITE 1-21	35-045-20882-00-00
WHITE 1-29	35-153-21764-00-01
WHITE 1-6	35-077-20342-00-01
WHITE 2-29	35-153-21821-00-00
WHITE 3-29	35-153-22212-00-02
WHITE 3-6	35-077-21594-00-00
WHITE G 2-6	35-077-21017-00-00
WHITE PARTNERSHIP	35-077-20410-00-00
WHITE UNIT B	35-045-35278-00-00
WHITESHIELD 3-19	35-039-22014-00-00
WHITING 2	35-051-21046-00-00
WHITNAH 1-31	35-011-22646-00-00
WHITSON 1-28	35-079-20685-00-00
WHITTINGTON 1-1H	35-039-22358-00-00
WICHITA 2-32	35-129-22810-00-00
WICHITA 32-1	35-129-22701-00-00
WICHITA 32-3	35-129-22869-00-00
WICHITA 32-4	35-129-22970-00-00
WICHITA 32-5	35-129-23023-00-00
WICHITA 32-6	35-129-23063-00-00
WICKHAM RANCH 1-26	35-129-20296-00-00
WILBERN 1-15H	35-137-27276-00-00
WILDA 1	35-007-23686-00-00
WILDLIFE 1-33	35-121-21517-00-00
WILKERSON 1-1 APO T	35-007-24540-00-01
WILKERSON 2	35-017-20763-00-00
WILKERSON 2-1	35-007-24872-00-00

WILLA JO 1-36	35-149-20870-00-00
WILLIAMS 1	35-007-21229-00-00
WILLIAMS 1-17	35-129-20929-00-00
WILLIAMS 1-3	35-149-20410-00-01
WILLIAMS 182-C	35-015-21190-00-00
WILLIAMS 2	35-007-25038-00-00
WILLIAMS 2-17	35-129-21334-00-00
WILLIAMS 3-17	35-129-21512-00-00
WILLIAMS 4-17	35-129-21686-00-00
WILLIAMS D G 4-9	35-015-23066-00-00
WILLIAMSON 1-24	35-129-20982-00-00
WILLIE 1-36	35-149-20616-00-00
WILLIE PIERCE 3-36	35-149-20659-00-00
WILSON 2-25	35-039-20341-00-00
WINCHELL 1-13	35-007-22484-00-00
WINN 1-29	35-045-21499-00-00
WITT 1-35	35-139-22375-00-00
WOLF 1	35-007-36223-00-00
WOLF 1-20	35-007-20494-00-01
WOOD GENE 1	35-049-20940-00-00
WOOTTEN 1-10	35-051-22254-00-00
WRIGHT ANNA 1-2	35-137-23004-00-00
WYMAN 1-7	35-007-22602-00-00
WYMAN 2-7	35-007-23229-00-00
WYMAN 3-7	35-007-23356-00-00
YATES 1-31	35-015-21497-00-00
YOUNG 1-2	35-153-21389-00-00
YOUNG 1-33	35-015-21775-00-00
YOUNG 4	35-007-25449-00-00
YOUNG B 1-34	35-139-21669-00-00
YOWELL 1-26	35-129-20699-00-00
YVONNE 6-31	35-149-21016-00-00
YVONNE 6-32	35-149-20969-00-00
ZENA 1-17	35-149-20692-00-00
ZOLDOSKE 1	35-059-20577-00-00
ZOLDOSKE UNIT 2	35-059-20577-00-00
ZULA 1-18	35-129-20960-00-00
ZULA 2-18	35-129-21343-00-00