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

Kunneman Properties LLC, on behalf of itself and all others similarly situated, Plaintiff, v. Devon Energy Corp., et al., Defendants.	Case No. __-CV-__-___

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (hereinafter, including all exhibits attached hereto and/or provided for herein referred to collectively as the "Settlement Agreement") is entered into between Kunneman Properties LLC, on behalf of itself and the Settlement Class (defined below) ("Plaintiff" or "Class Representative"), and Devon Energy Corporation and Devon Energy Production Company, L.P. (collectively, "Defendants" or "Devon"). Plaintiff and Defendants are collectively referred to as the "Parties." The settlement expressed in this Settlement Agreement is conditioned upon the terms and conditions set forth in this Settlement Agreement, including but not limited to the Court (1) approving this Settlement Agreement; and (2) entering the orders and judgments in material conformance described herein, as more fully described below:

WHEREAS, the above-styled action (the "Litigation") was commenced on October 26, 2016, with the filing of the Original Petition against Defendants in the District Court of Pittsburg County, State of Oklahoma;

WHEREAS, Defendants removed the Litigation to the United States District Court for the Eastern District of Oklahoma, under the Class Action Fairness Act of 2005, claiming diversity

EXHIBIT 1

jurisdiction under 28 U.S.C. § 1332(d) and that the amount in controversy exceeded $5,000,000.00, exclusive of interest and costs;

WHEREAS, the Litigation was remanded to the District Court of Pittsburg County, State of Oklahoma, on May 23, 2017;

WHEREAS, the Parties desire to resolve the Litigation and, for purposes of settlement proceedings only, re-file the Litigation in the United States District Court for the Eastern District of Oklahoma, as more fully described herein;

WHEREAS, Plaintiff has made certain claims against Defendants, as more fully described in the First Amended Petition and the Complaint (as defined hereafter);

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

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

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

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

WHEREAS, Defendants have adamantly denied, and continue to deny, Plaintiff's claims and allegations against them and any and all liability to Plaintiff and the Settlement Class, and have vigorously defended against those claims; and

WHEREAS, Defendants enter 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 them in the Litigation, and to be completely free of any further controversy with respect to the claims asserted against them in the Litigation, as more fully described herein.

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

1. Definitions

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

1.1. "**Administration, Notice, and Distribution Costs**" means the reasonable and necessary fees, costs, and expenses charged by the Settlement Administrator (or any consultant retained by the Settlement Administrator with approval from Plaintiff's Counsel) for fees, costs, and expenses generated or incurred in the administration, distribution, and notification of the Settlement, including: (a) fees, costs, and expenses of identifying the names, addresses, and tax identification numbers of Class Members (to the extent not contained in the records provided by Defendants under paragraph 3.2 below); (b) fees, costs, and expenses incurred to publish and mail the Notices of Settlement to the Settlement Class (such as the cost to print the Notices of Settlement, mail the Notices of Settlement, and publish the Notices of Settlement pursuant to the Plan of Notice); (c) fees, costs, and expenses to prepare, issue, and mail (and reissue and re-mail, if necessary) the Distribution Checks to the Settlement Class; (d) fees, costs, and expenses to provide a reconciliation of the final amount of Residual Unclaimed Funds; (e) fees, costs, and expenses to calculate the amount each Class Member will receive under any Plan of Allocation; and (f) fees, costs, and expenses to calculate the amount each Class Member who does not timely and properly submit a Request for Exclusion will receive under the Final Plan of Allocation. Administration, Notice, and Distribution Costs also include the costs described in (a) through (f) above incurred by Plaintiff's Counsel and/or Plaintiff, associated with experts, consultants, or other personnel retained for purposes of administration, distribution, and notification. Administration, Notice, and Distribution Costs also includes any fees or costs charged by the Escrow Agent related to the Escrow Account.

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

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

1.4. “**Claim Period**” means checks, remittances, or payments to Settlement Class Members by Devon for royalty payments on natural gas or its constituents for the Class Wells from January 1, 2013, through and including December 31, 2025. Devon represents and warrants that it has not changed, and will not change during calendar year 2025, its Oklahoma royalty payment methodology, and acknowledges that Plaintiff is entering into this Agreement in reliance on this representation.

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

1.5(a) “**Class Wells**” shall be the wells operated by Devon during the Claim Period for which royalty payments were made to Settlement Class Members by Devon. Exhibit 6 identifies the wells the Parties believe constitute the Class Wells. Any revisions to Exhibit 6 will be promptly posted to the Settlement website by Plaintiff’s Counsel.

1.6. “**Court**” means the judge or any successor judge presiding over the Litigation in the United States District Court for the Eastern District of Oklahoma, or any successor judge presiding over the Litigation there. For purposes of effecting this Settlement Agreement only, the Parties agree to consent to a magistrate in the United States District Court for the Eastern District of Oklahoma and to submit the appropriate forms to effectuate that transfer.

1.7. “**Defendants**” or “**Devon**” are separately defined on page 1 of this Settlement Agreement.

1.8. "**Defendants' Counsel**" means the law firms of K&L Gates LLP and McAfee & Taft.

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

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

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

1.12. "**Escrow Agent**" means the bank or financial institution mutually agreed upon by the Parties (MidFirst Bank) and appointed and approved by the Court to carry out the duties assigned to the Escrow Agent under this Settlement Agreement.

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

1.14. "**Final and Non-Appealable**" means:

a) Thirty (30) days have elapsed following entry of the Judgment without the filing of: (i) any appeal or original action in any court seeking reconsideration, modification, or vacation of the Judgment, or otherwise seeking to interfere with or evade the provisions of the Settlement Agreement and the Settlement contemplated herein; (ii) any motion before the Court that would extend the time to appeal from the Judgment, or which challenges or seeks reconsideration, modification, or vacation of the Judgment; or

(iii) any motion that would extend or reopen the time for commencing an appeal under Federal Rules of Appellate Procedure 4(a)(5) or 4(a)(6).

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

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

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

1.17. "**Gross Settlement Fund**" means the total cash amount of Fifty-Two Million Five Hundred Thousand Dollars ($52,500,000.00) to be paid by Defendants. In no event shall Defendants be required to pay more than the Gross Settlement Fund.

1.18. "**Judgment**" means the Judgment finally approving the Settlement between the Settlement Class and Defendants, which shall be in material conformance with Exhibit 2, attached hereto.

1.19. "**Litigation**" is separately defined on page 1 of this Settlement Agreement.

1.20. "**Litigation Expenses**" means the reasonable costs and expenses incurred by Plaintiff's Counsel in commencing and prosecuting the Litigation.

1.21. "**Net Settlement Fund**" means the Gross Settlement Fund less: (a) any of Plaintiff's Attorneys' Fees and Litigation Expenses awarded by the Court; (b) any Case Contribution Award awarded by the Court; (c) any Administration, Notice, and Distribution Costs awarded by the Court; (d) any other costs and expenses that the Court orders to be deducted from the Gross

Settlement Fund; and (e) the amount of money under the Initial Plan of Allocation attributable to Class Members who timely and properly submitted Requests for Exclusion or who were otherwise excluded from the Settlement Class by order of the Court.

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

1.23. "**Parties**" means, collectively, Defendants (as defined at paragraph 1.7) and Plaintiff (as defined at paragraph 1.24).

1.24. "**Plaintiff**" and "**Class Representative**" are separately defined on page 1 of this Settlement Agreement.

1.25. "**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.

1.26. "**Plaintiff's Counsel**" or "**Class Counsel**" means Reagan E. Bradford and Ryan K. Wilson of Bradford & Wilson PLLC ("Co-Lead Class Counsel") and Rex A. Sharp of Sharp Law LLP ("Additional Class Counsel").

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

1.28. "**Plan of Notice**" means the process described in Section 3 below for sending and publishing the Notice of Settlement.

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

1.30. "**Released Claims**" shall mean any and all claims, actions (including class actions), causes of action, choses in action, demands, debts, obligations, duties, liens, liabilities, and theories of liability and recovery of whatsoever kind and nature, whether in contract or tort, at law or in equity, under express or implied covenants or duties, known or unknown, accrued or unaccrued, contingent, prospective or matured, whether for actual, direct, indirect, consequential, treble, or punitive damages, disgorgement, interest, injunctive relief, declaratory relief, equitable relief, or any other type of relief, asserted or that could have been asserted in the Litigation against the Released Parties, or any of them, arising out of or related to the underpayment or non-payment by Devon of royalties on gas and related constituents (including, but not limited to, helium, residue gas, natural gas liquids, nitrogen, and condensate) produced from the Class Wells during the Claim Period.

The Released Claims shall not include: (1) any and all claims accruing before or after the Claim Period; (2) any and all claims against Devon arising out of or related to proceeds from Oklahoma oil-and-gas production held in suspense, but not yet paid or issued by Devon during the Claim Period; (3) claims arising out of or relating to oil production; (4) claims for breach of obligations to develop Oklahoma oil and gas leases and failure to prevent offset drainage; (5) claims on behalf of working interest owners or overriding royalty interest owners attributable to such interests; (6) claims for interest under Oklahoma's Production Revenue Standards Act arising from allegedly late paid oil and gas proceeds by Devon, which claims concern only interest based on the timing of payment and which claims do not challenge the underlying quantum of royalty proceeds on gas and related constituents paid by Devon, including claims related to or arising from Devon's go-forward agreement in *Cowan v. Devon Energy Prod. Co., et al.*, No. 22-CV-220-JAR (E.D. Okla.) (for the avoidance of doubt, the Released Claims **do** include any claims for interest associated with or arising from claims challenging the underlying quantum of royalty proceeds on gas and related constituents paid by Devon from Class Wells during the Claim Period); and (7) any other claims that Class Members may have against the Released Parties other than those related to or arising from the underpayment or non-payment by Devon of royalties on gas and related constituents produced from Class Wells during the Claim Period.

1.31. "**Released Parties**" shall mean Devon; its predecessors, successors, heirs, assignors, and assignees; any past and present parents, managers, affiliates, and affiliated subsidiaries; and any directors, officers, employees, attorneys, agents, consultants, contractors, servants, stockholders, partners, members, representatives, subsidiaries, insurers, subsidiaries and affiliates of the foregoing persons or entities.

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

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

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

1.35. "**Settlement**" means the Parties' agreement to resolve the Litigation as described herein.

1.36. "**Settlement Class**" shall mean the below-described class that the Parties have agreed will be certified for settlement purposes only pursuant to the entry of the Preliminary Approval Order to be entered by the Court in the same or similar form attached hereto as Exhibit 1. The Settlement Class is to be substantially defined as follows:

> All non-excluded persons or entities who are royalty owners in Oklahoma wells who received royalty payments from Devon for the Claim Period for

> the Class Wells operated by Devon. The Class claims relate to royalty payments for gas and its constituents (such as residue gas, natural gas liquids, helium, nitrogen, or drip condensate).
>
> Excluded from the Settlement Class are: (1) Devon, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) publicly traded oil and gas companies and their affiliates; (4) Fortis Sooner Trend, LLC, Fortis Minerals II, LLC, FMII STM, LLC, Sooner Trend Minerals, LLC, Phenom Minerals, LLC, Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, C. Benjamin Nutley, White River Royalties, LLC, and their relatives, affiliates, successors, and assigns; (5) persons or entities that Plaintiff's counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; (6) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2); and (7) officers of the Court.

Except as expressly excluded from the Settlement Class as set forth above, the Parties intend the Settlement Class to be construed as broadly as possible to include all persons or entities that otherwise meet the definition of the Settlement Class.

2. Consideration

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

2.2. Defendants shall pay the Gross Settlement Fund into the Escrow Account within ten (10) days following the date the Court enters the Preliminary Approval Order.

2.3. Except for Defendants' obligation to make the payment called for by paragraph 2.2, neither Defendants nor Defendants' Counsel shall have any liability to Plaintiff, Plaintiff's Counsel, or the Settlement Class with respect to the Gross Settlement Fund or its administration, including but not limited to any distributions made by the Escrow Agent or Settlement Administrator. If Defendants fail 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 effective federal funds rate, as posted by the Federal Reserve Bank of New York on the first business day of the calendar year in which the payment is due and ending when the entirety of the Gross Settlement Fund is paid into the Escrow Account.

2.4. The Parties agree that the Settlement of the Released Claims is supported by adequate consideration reflecting the cash sum of Fifty-Two Million Five Hundred Thousand Dollars ($52,500,000.00) to be paid by Defendants into the Gross Settlement Fund and the Parties' agreements, releases, and covenants contained herein.

2.5. Class Members who have not timely and properly submitted a Request for Exclusion and are not excluded from the Settlement Class by Order of the Court agree, in consideration of the agreements of Defendants 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. Upon execution of this Settlement Agreement, the Parties will jointly move the District Court of Pittsburg County to stay all proceedings and deadlines in *Kunneman Properties LLC v. Devon Energy Corp., et al.*, No. CJ-2016-242 (Dist. Ct. Pittsburg Cty.) (the "State Litigation"). No later than fourteen (14) days following execution of this Settlement Agreement, Plaintiff will initiate a new proceeding in the United States District Court for the Eastern District of Oklahoma (the "Federal Litigation"). The "Complaint" will be in the form attached hereto as Exhibit 7. No later than thirty (30) days from and after the date this Settlement Agreement is executed by the Parties, Plaintiff will file a motion with the Court seeking preliminary approval of the Settlement, which shall include the proposed Preliminary Approval Order, in the form attached hereto as Exhibit 1, which will, *inter alia*: (a) certify the Settlement Class for the purposes of this Settlement only; (b) preliminarily approve this Settlement Agreement; (c) approve of the Notice of Settlement and Plan of Notice; and (d) direct the Settlement Administrator to provide the Notice of Settlement to the Settlement Class in accordance with the Plan of Notice or in any other manner the Court may direct in accordance with Federal Rule of Civil Procedure 23. Within three (3) days after the Effective Date, and assuming the Effective Date occurs, Plaintiff will dismiss the State Litigation with prejudice to all Released Claims, ending the State Litigation. Plaintiff will request that the Court enter the Preliminary Approval Order no later than sixty (60) days after the date the Parties execute this Settlement Agreement (unless the Court requires a later date).

3.2. To the extent not already provided, Defendants will provide the names, last known addresses, and taxpayer identification numbers for the persons or entities who have received royalty payments for Oklahoma production from Class Wells during the Claim Period, and payment detail for the same, within five (5) business days after entry of the Preliminary Approval Order by the Court. Defendants agree to cooperate in providing this data to Plaintiff's Counsel and understand that the deadlines set forth in this Settlement Agreement are based in part on Defendants' timely provision of this data to Plaintiff's Counsel.

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

3.4. No later than thirty (30) days after entry of the Preliminary Approval Order, or at such time as is ordered by the Court, the Settlement Administrator will mail (or cause to be mailed) the postcard Notice of Settlement by mail (Exhibit 3) to all Class Members who have been identified after reasonable efforts to do so and will post on the settlement website the Notice of Settlement (Exhibit 4). The postcard Notice of Settlement (Exhibit 3) will be mailed to Class

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

3.5. At their sole expense, Defendants shall issue the notice of settlement contemplated by the Class Action Fairness Act of 2005 ("CAFA") in accordance with the deadlines provided by CAFA, but no later than ten (10) days after Plaintiff's Motion for Preliminary Approval is filed with the Court. The Final Fairness Hearing shall be scheduled for a date that will allow for the notice requirement of CAFA to be satisfied.

3.6. No later than thirty-five (35) calendar days prior to the Final Fairness Hearing, if the Settlement has not been terminated pursuant to this Settlement Agreement, Plaintiff's Counsel and Plaintiff shall move for: (a) final approval of the Settlement pursuant to Federal Rule of Civil Procedure 23(e); (b) entry of a Judgment in substantially the same form as Exhibit 2 attached hereto; (c) final approval of the Allocation Methodology and Initial Plan of Allocation; and (d) approval of Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and/or a 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 Defendants will take no position on the Allocation Methodology nor 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 Members and other Releasing Parties who are not excluded from the Settlement Class by virtue of a timely and properly submitted Request for Exclusion or other Court order, and such Releasing Parties shall be enjoined from asserting or prosecuting any Released Claims against any Released Parties.

4.2. Upon the Effective Date, and for the consideration provided for herein, each and every Class Member who has not timely and properly submitted a Request for Exclusion and who is not excluded from the Settlement Class (a) agrees and covenants that, in addition to the foregoing release of the Released Claims, he, she, or it shall not, at any time, directly or indirectly, on the Class Member's behalf, sue, institute, or assert against the Released Parties any claims or actions on or concerning the Released Claims, and (b) acknowledges that the foregoing covenant shall apply and have effect by virtue of this Settlement Agreement and by operation of the Judgment. Each Class Member who has not timely and properly submitted a Request for Exclusion and who is not excluded from the Settlement Class further agrees and acknowledges that the covenants not to sue provided for in this paragraph are made to inure to the benefit of, and are specifically enforceable by, each of the Released Parties. Any Class Member who has not timely and properly submitted a Request for Exclusion and who is not excluded from the Settlement Class that is found to have breached this covenant not to sue, either directly or indirectly, shall be liable to Defendants for their attorney's fees, expert fees, and all court costs. However, before any Class Member may be liable to Defendants for their attorney's fees, expert fees, or court costs under this Section, Defendants must (1) first provide such Class Member notice, including specific citation to this Section of the Settlement Agreement, of Defendants' intent to seek recovery of such amounts and (2) then provide the Class Member a minimum of sixty (60) days to dismiss any such claim that Defendants allege is in breach of the covenant not to sue. If the Class Member dismisses any such claim that Defendants allege is in breach of the covenant not to sue within the 60-day period, then the Class Member shall not be liable to Defendants for attorney's fees, expert fees, or court costs under this Section. Nothing in this Section shall limit Defendants' right to seek its attorney's fees, expert fees, and court costs under any other basis, whether statutory or contractual. This Section 4 shall apply to all direct claims against Defendants and any collateral claims that may be asserted.

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 Defendants and Plaintiff's Counsel, the Escrow Agent shall deposit the funds in an interest-bearing account. All risks related to the investment of the Gross Settlement Fund and any risk of loss of the fund deposited in the Escrow

Account, or any distribution account maintained by the Settlement Administrator after the Court enters the Distribution Order, shall be borne by the Gross Settlement Fund alone and not by Plaintiff, Plaintiff's Counsel, Defendants, Defendants' 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, interest, and penalties on the income earned on the funds in the Escrow Account shall be paid out of the Escrow Account as provided herein and pursuant to the disbursement instructions set forth in the Escrow Agreement. The Settlement Administrator shall also be solely responsible for causing payment to be made from the Gross Settlement Fund of any taxes, interest, and penalties owed with respect to the Gross Settlement Fund. The Settlement Administrator, as administrator of the Gross Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

5.3. Any tax returns prepared for the Gross Settlement Fund (as well as the election set forth therein) shall be consistent with the Settlement Agreement and in all events shall reflect that all taxes (including any interest or penalties) on the income earned by the Gross Settlement Fund shall be paid out of the Gross Settlement Fund as provided herein. The Gross Settlement Fund shall indemnify and hold all Released Parties, Defendants, Defendants' Counsel, Plaintiff, and

Plaintiff's Counsel harmless for any taxes, interest, penalties, and related expenses of any kind whatsoever (including without limitation, taxes payable by reason of any such indemnification) on income earned while the Gross Settlement Fund (or any portion thereof) is in the Escrow Account or any distribution account maintained by the Settlement Administrator after the Court enters the Distribution Order. The Parties shall notify the Escrow Agent and Settlement Administrator promptly if they receive any notice of any claim for taxes relating to the Gross Settlement Fund.

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

5.5. All distributions shall be subject to any required federal or state income tax withholding, which the Settlement Administrator shall be entitled to withhold and pay to the appropriate taxing authorities. The Settlement Administrator shall provide IRS Form 1099s or other explanations of payments to Class Members sufficient to allow Class Members to know that proper tax payments have been or can be made or to allow them to submit requests for refunds. In the event any resulting taxes, interest, or penalties are associated with a failure to file or delay in filing Form 1099s, the Net Settlement Fund shall bear any such costs. In the event Distribution Checks are not cashed or are returned to the Settlement Administrator, such that the Class Members do not receive payment of the amounts distributed, the Settlement Administrator shall make reasonable efforts to identify a correct address for such Class Members and shall request a refund from the taxing authority to whom any withheld taxes were paid on behalf of the Class Member who did not receive payment, and such refunds will become part of the Residual Unclaimed Funds. The Parties and their Counsel shall have no liability for any filed IRS Form 1099s. The Gross Settlement Fund shall indemnify and hold all Released Parties, Defendants, Defendants' Counsel, Plaintiff, and Plaintiff's Counsel harmless for any penalties and related expenses of any kind whatsoever associated with any filed IRS Form 1099s. The Parties shall notify the Escrow Agent and Settlement Administrator promptly if they receive any notice of any claim for penalties relating to a filed IRS Form 1099.

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

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

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

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

5.10. Subject to paragraph 6.7 regarding up to Three Hundred Fifty Thousand Dollars ($350,000.00) in Administration, Notice, and Distribution Costs, before making any distribution, the Settlement Administrator and/or Plaintiff's Counsel must request and receive approval from the Court. The request for distribution shall include the amount of the distribution, a summary of the items included in the proposed distribution, and any supporting evidence necessary for the Court to verify that the amount comports with the terms of the Settlement and any applicable Court order.

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

6.1. The Allocation Methodology is a matter separate and apart from the proposed Settlement between Plaintiff and Defendants 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 Gross Settlement Fund, subject to the reductions identified and described in paragraph 1.21 to arrive at the Net Settlement Fund amount, to individual Class Members under the following methodology: 1) $5,850,000.00 of the Gross Settlement Fund will be allocated to Class Members based upon the volume of gas production attributable to each Class Member during the Claim Period for the Class Wells for affiliate pricing claims; and 2) $46,650,000.00 will be allocated to Class Members based on the extent of post-production deductions reflected in Defendants' payment detail for the Claim Period for the Class Wells for post-production deduction claims, and considering the post-production exemption coding produced by Defendants. This methodology will also take into account the distribution of small amounts that may exceed the cost of the distribution ($5.00). The

Allocation Methodology and Initial Plan of Allocation shall not exclude opt-outs. No distributions will be made to Class Members who would otherwise receive a distribution of $5.00 or less under the Final Plan of Allocation. This *de minimis* threshold is set in order to preserve the overall Net Settlement Fund from the costs of claims that are likely to exceed the value of those claims. It has been determined by Plaintiff's Counsel that $5.00 is a reasonable *de minimis* threshold. A Class Member that falls into this category may request to be excluded from this Litigation as described in this Settlement Agreement or otherwise will be bound by the Settlement Agreement and all provisions thereof despite receiving no payment under the Final Plan of Allocation. In the event the Court declines to approve the $5.00 *de minimis* payment provision contained in this paragraph, such refusal will not be grounds to disturb or terminate the Settlement Agreement by any Party; instead, Plaintiff's Counsel will submit an alternative plan of allocation that does not include the $5.00 *de minimis* payment provision contained in this paragraph. Plaintiff will utilize the information provided by Defendants to direct any allocation to Class Members for the Claim Period. This allocation is subject to modification by Plaintiff's Counsel and final approval by the Court. Defendants, Defendants' Counsel, and the Released Parties shall have no responsibility for the allocation and distribution of the Gross Settlement Fund or Net Settlement Fund, shall not be liable for any claims by, through, or under any Class Member or any third party relating to the allocation or distribution of the Gross Settlement Fund or Net Settlement Fund, including but not limited to any claims that a Class Member should have been allocated and distributed a different amount of the Gross Settlement Fund or Net Settlement Fund than it actually received or than provided by any plan of allocation. Defendants, Defendants' Counsel, and the Released Parties will be indemnified by any Class Member asserting any such claims (or by, through, or under whom such claims are asserted) from and against any losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or relating to the assertion of any such claims.

6.3. No later than thirty-five (35) days prior to the Final Fairness Hearing, Plaintiff's Counsel will provide an Initial Plan of Allocation to Defendants, subject to extension if Defendants have not provided all of the data they are obligated to provide pursuant to paragraph 3.2 above. The Initial Plan of Allocation will reflect the amount of the Distribution Check to be sent to each Class Member based upon (a) data provided by Defendants pursuant to paragraph 3.2 above; (b) the assumption that no Class Member timely and properly submits a Request for Exclusion from the Settlement Class or is excluded from the Settlement Class by other order of the Court; and (c) the assumption that Plaintiff's Counsel's application for Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and a Case Contribution Award will be approved. Plaintiff's Counsel may rely on the data provided by Defendants pursuant to paragraph 3.2 above for purposes of the any Plan of Allocation and are under no obligation to independently verify such data. Plaintiff will submit for approval by the Court the Initial Plan of Allocation based on the provisions of this section as part of or in conjunction with the Final Fairness Hearing.

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

6.5. Within seven (7) days after the Effective Date, the Settlement Administrator will (a) refund from the Net Settlement Fund to Defendants the amount attributable to Class Members in the Initial Plan of Allocation who timely and properly submitted a Request for Exclusion or who were otherwise excluded from the Settlement Class by order of the Court, and (b) provide Defendants with the detail necessary for Defendants to verify the Settlement Administrator's calculation of the refund amount from the Net Settlement Fund.

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

6.7. The Gross Settlement Fund shall not be distributed without Court approval. However, Defendants agrees that up to Three Hundred Fifty Thousand Dollars ($350,000.00) of the Gross Settlement Fund may be used for Administration, Notice, and Distribution Costs. In the event the Settlement is not finally approved by the Court in substantially similar form as that jointly proposed by the Parties or the Judgment does not become Final and Non-Appealable, the Gross Settlement Fund shall be returned to Defendants within twenty (20) days of the occurrence of such non-approval at Defendants' election, less up to $350,000.00 in reasonably incurred Administration, Notice, and Distribution costs incurred prior to such date.

6.8. After Court approval of the Final 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 Final Plan of Allocation and Distribution Order approved by the Court. It is contemplated that distributions may be made in waves, where using that approach is more efficient for the Settlement Administrator, so that payments to readily identified owners are not unduly delayed. The Settlement Administrator will make a diligent effort to mail the first Distribution Checks within ninety (90) days after entry of the Distribution Order. The Settlement Administrator will make a diligent effort to distribute the remainder of the Net Settlement Fund to Class Members who have not timely and properly submitted a Request for Exclusion and who are not excluded from the Settlement Class within six (6) months after the Distribution Order, but in no event shall the Settlement Administrator require more than eighteen (18) months after entry of the Distribution Order to distribute the Net Settlement Fund, unless otherwise ordered by the Court for good cause shown as to why final distribution could not occur within the timeframe contemplated by this Settlement Agreement. Any portion of the Net Settlement Fund remaining in the Escrow Account or any distribution account maintained by the Settlement Administrator after the void date for each Distribution Check, and after all reasonable administration efforts are concluded, shall 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.

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

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

> Class Member: The enclosed check represents a share of the net settlement fund in the settlement of the Class Action *Kunneman Properties LLC v. Devon Energy Corp., et al.*, No. __-CV-__-___, United States District Court for the Eastern District of Oklahoma. You are receiving this distribution and check because you have been identified as a Class Member in this action. If you are not legally entitled to the proceeds identified on the check, the Court has entered an Order that requires you to pay these proceeds to persons legally entitled thereto or return this check uncashed to the sender.
>
> The person to whom this check was originally made payable, and anyone to whom the check has been assigned by that person, has accepted this payment pursuant to the terms of the Settlement Agreement, Notice of Settlement, and Judgment related thereto, which releases, *inter alia*, Defendants and the other Released Parties (as defined in the Settlement Agreement) from any and all Released Claims (as defined in the Settlement Agreement). Pursuant to the Order of the Court, it is the duty of the payee of the check to ensure that the funds are paid to the Class Member(s) entitled to the funds, and the release by Class Member(s) entitled to the funds shall be effective regardless of whether such Class Member(s) receive some, all, or none of the proceeds paid to a payee of a settlement check.
>
> This check shall be null and void if not endorsed and negotiated by the earlier of (a) the “Void Date” shown on the Distribution Check, or (b) ninety (90) days from the date of issue. The release of claims provided in the settlement shall be effective regardless of whether this check is cashed.

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

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

6.14. To the extent not specifically addressed above, any other amount of the Net Settlement Fund that remains in the Escrow Account or distribution account maintained by the Settlement Administrator eighteen (18) months after entry of the Distribution Order, and for which further distribution is not economically reasonable, shall be considered Residual Unclaimed Funds, subject to extension for good cause, as further described in paragraph 6.8.

6.15. At the conclusion of eighteen (18) months following entry of the Distribution Order, the Settlement Administrator shall send a reconciliation of the Residual Unclaimed Funds to Plaintiff's Counsel, subject to extension for good cause, as further described in paragraph 6.8.

6.16. Within thirty (30) days following receipt of this information, Plaintiff shall move the Court for distribution of the Residual Unclaimed Funds to Defendants.

6.17. 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.

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

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

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

7.1. No later than thirty-five (35) calendar days prior to the Final Fairness Hearing, Plaintiff's Counsel may apply to the Court for an award of Plaintiff's Attorneys' Fees to Plaintiff's Counsel, a Case Contribution Award to Plaintiff, and for reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs. Defendants have no obligation for Plaintiff's Attorneys' Fees, a Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs, which shall be paid from the Gross Settlement Fund. Therefore, Defendants shall not take any position with respect to the applications; the amount of Plaintiff's Attorneys' Fees, a Case Contribution Award, or Litigation Expenses and Administration, Notice, and

Distribution Costs sought; or with respect to whether the Court should make any or all such awards. Any award of Plaintiff's Attorneys' Fees will be governed by federal common law as set forth in paragraph 11.8. Plaintiff and Plaintiff's Counsel agree to seek any award of Plaintiff's Attorneys' Fees to Plaintiff's Counsel, a Case Contribution Award to Plaintiff, and Litigation Expenses and Administration, Notice, and Distribution Costs exclusively from the Gross Settlement Fund. Defendants, Defendants' Counsel, and the Released Parties shall have no responsibility for and shall take no position with respect to Plaintiff's Attorneys' Fees, Litigation Expenses or Administration, Notice, and Distribution Costs, or a Case Contribution Award, nor will they encourage or communicate with any anyone to object thereto.

7.2. Subject to the conditions and qualifications set forth below, any Plaintiff's Attorneys' Fees and reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs that are awarded to Plaintiff's Counsel by the Court shall be paid to Plaintiff's Counsel from the Gross Settlement Fund, to the extent practicable through reasonably diligent efforts by the Escrow Agent, no earlier than seven (7) days following the date the Judgment becomes Final and Non-Appealable. The terms of this provision may only be altered or amended by written agreement signed by Defendants and Plaintiff's Counsel.

7.3. Any Case Contribution Award that is awarded by the Court shall be paid to Plaintiff from the Gross Settlement Fund, to the extent practicable through reasonably diligent efforts by the Escrow Agent, no earlier than seven (7) days following the date the Judgment becomes Final and Non-Appealable.

7.4. An award of Plaintiff's Attorneys' Fees, a Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs is not a necessary term of this Settlement Agreement and is not a condition of this Settlement Agreement. No decision by the Court or any court on any application for an award of Plaintiff's Attorneys' Fees, a Case

Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs shall affect the validity or finality of the Settlement. Plaintiff and Plaintiff's Counsel may not cancel or terminate the Settlement Agreement or the Settlement based on this Court's or any other court's ruling with respect to Plaintiff's Attorneys' Fees, a Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs.

8. Requests for Exclusion

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

8.2. Any putative Class Member who timely and properly submits a valid Request for Exclusion, as described below, shall have no right to object to the Settlement in any way, including but not limited to, the fairness, reasonableness, and/or amount of any aspect of the Settlement, Notice of Settlement, Plaintiff's Counsel's request for Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, a 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 Defendants' Counsel, Plaintiff's Counsel, and the Settlement Administrator by United States Certified Mail, Return Receipt Requested, in compliance with any and all requirements imposed on Requests for Exclusion as contained in the Preliminary Approval Order and the Notice of Settlement, in the manner set by the Court at least twenty-one (21) calendar days prior to the Final Fairness Hearing, unless such deadline is changed or altered by Order of the Court.

8.4. All Requests for Exclusion must include: (a) the Class Member's name, address, telephone number, and notarized signature; (b) a statement that the Class Member wishes to be excluded from the Settlement Class in *Kunneman Properties LLC v. Devon Energy Corp., et al.*, and (c) a description of the Class Member's interest in any wells for which Defendants remitted gas royalties for a Class Well during the Claim Period, including the name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion may not be submitted through the website or by telephone, facsimile, or e-mail.

8.5. All members of the Settlement Class who do not timely and properly submit Requests for Exclusion and who are not otherwise excluded from the Settlement Class by any Order of the Court, and their heirs, successors, and assigns, will be enjoined by the Court in the Judgment from filing or prosecuting the Released Claims, without regard as to whether a member of the Settlement Class actually received a payment from the Net Settlement Fund, and without regard as to whether any payment received was correctly determined.

9. Termination

9.1. Within ten (10) business days after: (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 or any material part of it; (c) the Court denies the motion for final approval or declines to enter the Judgment; or (d) the date upon which the Judgment is modified or reversed in any material respect and such modification or reversal becomes Final and Non-Appealable, Plaintiff and Defendants shall each have the right to terminate the Settlement and this Settlement Agreement by providing written notice to the other

Parties that are signatories to this Settlement Agreement of an election to do so; *provided*, *however*, that any court decision, ruling, or order solely with respect to an application for Plaintiff's Attorneys' Fees, Case Contribution Award, Litigation Expense, 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 as long as it comports with the terms of this Settlement Agreement.

9.2. Defendants shall have the right and option, in their sole discretion, to terminate this Settlement if Class Members who have claims which, in the aggregate, exceed ten percent (10%) of the Net Settlement Fund under the Initial Plan of Allocation elect to opt-out of this Settlement. Within five (5) days after the opt-out period ends, the Settlement Administrator shall determine whether the aforesaid threshold for opt-outs has been met and will notify Plaintiff's Counsel and Defendants' Counsel in writing regarding the results of that determination and simultaneously provide a list of the Class Members who have opted out. Defendants must elect to terminate this Settlement by written notice delivered to Plaintiff's Counsel on or before the expiration of five (5) days following the date on which the Settlement Administrator provides the above-referenced written notice of the threshold for opt-outs. If Defendants do not exercise their right to terminate on or before the expiration of that five (5) day period, Defendants' right to terminate shall expire. If Defendants timely and properly exercises their option to terminate this Agreement, this Agreement shall become null and void, subject to the provisions of paragraph 9.5 below, and all orders of the Court preliminarily or otherwise certifying the Settlement Class shall be vacated and the Parties shall be returned to the status quo that existed in the Litigation before the Parties had preliminarily agreed to propose this Settlement (subject to appropriate extensions of deadlines to enable the litigation to proceed).

9.3. In the event the Settlement is terminated pursuant to the terms of this Settlement Agreement, the actual costs of Administration, Notice, and Distribution Costs, said costs not to exceed $350,000.00, paid from the Escrow Account prior to the date of termination will not be returned or repaid to Defendants, or if other amounts are paid or incurred separately by Plaintiff or Plaintiff's Counsel, they will be considered costs incurred by Plaintiff in the Litigation.

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

a) Defendants have fully paid, or caused to be fully paid, the Gross Settlement Fund, as required above;

b) the Settlement Agreement has not terminated under Section 9 hereof;

c) the Court has approved the Settlement as described herein and entered the Judgment in substantially the same form and content attached hereto as Exhibit 2; and

d) such Judgment has become Final and Non-Appealable, as set forth in paragraph 1.14.

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

a) this Settlement Agreement shall be cancelled and terminated;

b) the Effective Date shall not occur;

c) Plaintiff and Defendants shall be restored to their respective positions prior to the Settlement;

d) the terms and provisions of this Settlement Agreement, except as otherwise provided herein, shall have no further force and effect with respect to Plaintiff, Defendants, or any Class Member and shall not be used in the Litigation or in any other proceeding by anyone for any purpose except to enforce the surviving terms of the Settlement Agreement;

e) any Judgment or other order, including any order certifying the Settlement Class for settlement purposes only, entered by the Court in accordance with the terms of this Settlement Agreement, shall be treated as vacated, *nunc pro tunc*;

f) within twenty (20) days after any such termination, the Gross Settlement Fund (including accrued interest or returns thereon) shall be refunded by the Escrow Agent to Defendants, less the reasonable, actual costs incurred in Administration, Notice, and Distribution Costs, said costs not to exceed $350,000.00, by the Settlement Administrator prior to termination;

g) the Parties will stipulate to a dismissal without prejudice of the Federal Litigation and the Parties will jointly file a motion to lift the stay in the State Litigation; and

h) the Litigation shall proceed as if the Settlement Agreement and any orders or motions entered to further the Settlement were never entered.

10. Objections

10.1. The Notice of Settlement shall require that any objection to the Settlement, this Settlement Agreement, or to the application for Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and 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, Case Contribution Award, and Litigation Expenses and Administration, Notice, and Distribution Costs are fair, adequate, and reasonable to the Settlement Class, Plaintiff and Plaintiff's Counsel shall represent the Settlement Class as a whole in all future proceedings in district court or on appeal, even if Class Members have objected to the Settlement and those objectors are severed for purposes of appeal, consistent with paragraph 10.3.

10.3. The Parties entered into the Settlement to provide certainty and finality to an ongoing dispute. Any Class Member wishing to remain a Class Member, but objecting to any part of the Settlement, can do so only as set forth herein and in the Notices of Settlement documents in substantially the same form as Exhibits 3 through 5, attached hereto. If, after hearing the objection(s), the Court determines that the Settlement, including but not limited to, the Allocation Methodology, the Plan of Allocation, and the awards of Plaintiff's Attorneys' Fees, any Case Contribution Award, and reimbursement of Litigation Expenses and Administration, Notice, and

Distribution Costs, is fair, adequate, and reasonable to the Class as a whole, then either or both Plaintiff and Defendants (each in their sole discretion) may request that the Court require each objecting Class Member to preserve their appellate rights as follows (prior to filing a Notice of Appeal): move for severance and separate appellate review of the Court's rulings on objections relating solely to one or more of the following: the Plan of Allocation, the award of Plaintiff's Attorneys' Fees, Case Contribution Award, or Litigation Expenses and Administration, Notice, and Distribution Costs; provided, however, that none of the Parties shall file a motion for severance and separate appellate review of any objections to the fairness or approval of the Settlement Agreement.

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

10.5. Only a person or entity who remains a member of the Settlement Class shall have the right to object to the Settlement, the Settlement Agreement, or the application for Plaintiff's Attorneys' Fees, Litigation Expenses and Administration, Notice, and Distribution Costs, and 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 Defendants' Counsel by United States

Certified Mail, Return Receipt Requested at least twenty-one (21) calendar days prior to the Final Fairness Hearing, unless such deadline is extended or altered by Order of the Court and (b) contain the following:

i. A heading referring to *Kunneman Properties LLC v. Devon Energy Corp., et al.*, No. __-CV-__-___, United States District Court for the Eastern District of Oklahoma;

ii. A statement as to whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and telephone number;

iii. A detailed statement of the specific legal and factual basis for each and every objection;

iv. A list of any witnesses the objector wishes to call at the Settlement Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court);

v. A list of and copies of any exhibits the objector may seek to use at the Final Fairness Hearing;

vi. A list of any legal authority the objector may present at the Final Fairness Hearing;

vii. The objector's name, current address, current telephone number, and all owner identification number(s) with Defendants;

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 gas royalty payments made by Defendants (by well name, payee well number, and county in which the well is located) during the Claim Period for Class Wells and identification of such payments by date of payment, date of production, and amount; and

x. If the objector is objecting to any portion of the Plaintiff's Attorneys' Fees, Litigation Expenses or Administration, Notice, and Distribution Costs, or Case Contribution Award sought by Plaintiff or Plaintiff's Counsel on the basis that the amounts requested are unreasonable, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is not.

Any Class Member who fails to timely file such written statement and provide the required information will not be permitted to present any objections at the Final Fairness Hearing, and such failure will render any such attempted objection untimely and of no effect. All presentations of objections will be further limited by the information listed. A Class Member's mere compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to present evidence or testimony at the Final Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of objections at the Final Fairness Hearing, will be in the sole discretion of the Court.

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

11. Other Terms and Conditions

11.1. Defendants expressly deny all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation and deny that the Litigation could have been properly maintained as a class action. It is expressly agreed that neither this Settlement, the Settlement Agreement, any document referred to herein, including the Judgment of the Court and any order certifying this case as a class action for settlement purposes, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, evidence of or an admission or concession by Defendants of any fault, wrongdoing, or liability whatsoever with respect to the claims and allegations in the Litigation, or class certifiability. There has been no determination by any court, administrative agency, or other tribunal regarding the claims and allegations made in this Litigation and no determination of whether this case could or should be certified as a class action on a contested basis. By agreeing to settle the claims of the Settlement Class in the Litigation, Defendants do not admit that the Litigation could have been properly maintained as a contested class action and the Settlement Class does not admit any deficiency in the merits of their claims. Defendants assert they have valid defenses to Plaintiff's and the Class Members' claims and are entering into the Settlement solely to compromise the disputed claims and avoid the risk and expense of continued litigation.

11.2. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related thereto, and the Settlement Agreement itself, are not, and shall not be construed as, or deemed to be evidence of, an admission or concession by any of the Parties to the Settlement Agreement and shall not be offered or received in evidence in any action or proceeding by or against any party hereto in any court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of the Settlement between Defendants and any Class Member(s), the provisions of the Settlement Agreement, or the Judgment, or to seek an Order barring or precluding the assertion of Released Claims in any proceeding. Further, Plaintiff and Defendants 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 Defendants shall use reasonable, good-faith efforts to encourage and obtain approval of the Settlement. Plaintiff and Defendants also agree to use reasonable, good faith efforts to promptly prepare and execute all documentation as may be reasonably required to obtain final approval by the Court of this Settlement and to carry out the terms of this Settlement Agreement.

11.4. Within thirty (30) calendar days after the Settlement Administrator distributes the Residual Unclaimed Funds, each Party, each Party's counsel, each Party's consultants, each Party's experts, and any other persons who have hard copy or electronic documents or computer disks of documents produced by the other Party that were designated confidential or highly confidential in the Litigation or documents or information derived from documents the other Party designated as confidential or highly confidential in the Litigation will (at their sole expense and upon written request by the producing Party) return or destroy all such hard copy or electronic documents and computer disks, and will erase or otherwise delete any and all data stored on computer or on computer disks of such documents or information or the data from such documents or information, and each Party will, upon written request by the producing Party, certify in writing to the other Party's counsel that such documents, disks, data and information have been destroyed returned, erased, or deleted. In addition, within thirty (30) calendar days after the Settlement Administrator distributes the Residual Unclaimed Funds, Plaintiff and any person or entity to whom Plaintiff has provided such documents will (at their sole expense and upon written request by Defendant) destroy, return, delete, or erase any hard copy or electronic copy of transcripts of depositions or trial testimony or other sworn statements of Defendants' witnesses and any exhibits to any transcripts or statements, and Plaintiff's Counsel will, upon written request by Defendant, certify in writing to Defendants' Counsel that such documents were destroyed, returned, deleted, or erased. Notwithstanding the foregoing, within sixty (60) days of the Judgment becoming Final and NonAppealable, any hard copy or electronic documents or computer disks of documents in the possession of Plaintiff, Plaintiff's counsel, and/or Plaintiff's experts which were produced by Defendants and designated as confidential or highly confidential in the Litigation and which are not necessary for the distribution of the Settlement Fund by the Settlement Administrator, shall, upon written request of Defendants, be returned to Defendants or destroyed. This obligation includes deposition testimony and documents filed with the Court under seal. Plaintiff, Plaintiff's counsel, and Plaintiff's experts shall, upon written request by Defendant, provide a written certification to Defendants that all documents and information that are not necessary for the distribution of the Settlement Fund by the Settlement Administrator have been either returned to Defendants or destroyed. For clarity purposes herein, destruction of such documents and information can be accomplished by permanent and unretrievable erasure or deletion of any and all data stored on computers or on computer disks. Neither Party will be obligated to destroy, return, erase or delete: any documents previously filed in the public record during the course of the Litigation; work product; any documents Plaintiff and Defendants may agree are not to be considered confidential or highly confidential; or any documents subject to a prior written agreement between Plaintiff and Defendants allowing their use in other litigation. Any protective order on file in this Litigation will survive any Judgment issued by the Court and any documents or other information not destroyed in accordance with this paragraph will remain subject to any protective order and all remedies thereunder.

11.5. 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 Defendants related to the Settlement of the Litigation, and no representations, warranties, or inducements have been made to any party concerning the Settlement other than the representations, warranties, and covenants contained and memorialized in the Settlement Agreement. Further, none of the Parties have relied upon any representations, warranties, or covenants made by any other Party other than those expressly contained and memorialized in the Settlement Agreement. This Settlement Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all signatories hereto or their successors-in-interest.

11.6. 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.

11.7. Plaintiff and Defendants 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 Defendants are each represented by competent counsel who have advised their respective clients as to the legal effects of this Settlement, and neither Plaintiff nor Defendants 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.

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

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

11.10. Plaintiff and Defendants 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, Defendants agree 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 Defendants or Defendants' Counsel based upon an assertion that the Litigation was defended by Defendants or Defendants' Counsel in bad faith or without a reasonable basis. Plaintiff and Defendants 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 Defendants 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.

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

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

11.13. To the extent non-material modifications of this Settlement Agreement are necessary, such modification may be made by written agreement among Plaintiff and Defendants after the Execution Date without further notice to the Settlement Class as provided herein. This Settlement Agreement and attached exhibits represent the entire, fully integrated agreement between the Parties with respect to the Settlement of the Litigation and may not be contradicted by evidence of prior or contemporaneous oral or written agreements between the Parties. This Settlement Agreement cancels and supersedes 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.

11.14. All counsel and any other persons executing this Settlement Agreement, and any of the exhibits hereto or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms. Plaintiff and each member of the Settlement Class are 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.

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

11.16. 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.

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

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

IN WITNESS WHEREOF, the Parties and counsel have executed this Agreement, in several, as of April 30, 2026.

Plaintiff:

Plaintiff Kunneman Properties LLC
By: Dale Kunneman, Authorized Person

Plaintiff's Counsel:

Reagan E. Bradford, OBA #22072
Ryan K. Wilson, OBA #33306
Bradford & Wilson PLLC
431 W. Main Street, Suite D
Oklahoma City, OK 73102
(405) 698-2770
reagan@bradwil.com
ryan@bradwil.com

-and-

Rex A. Sharp, OBA #011990
Sharp Law, LLP
5301 W. 75th Street
Prairie Village, KS 66208
Telephone: (913) 901-0505
Facsimile: (913)901-0419
rsharp@midwest-law.com

Defendants:

____
Defendants Devon Energy Corporation and Devon Energy Production Company, L.P.
By: Dennis Cameron
Its: Executive Vice President and General Counsel

Defendants' Counsel:

____

Jeffrey C. King, TX Bar #11449280
K&L Gates LLP
301 Commerce Street
Suite 3000
Fort Worth, Texas 76102
(817) 347-5270 (telephone)
(817) 347-5299 (facsimile)
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-and-

Timothy J. Bomhoff, OBA #13172
Patrick L. Stein, OBA #30737
MCAFEE & TAFT
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Telephone: (405) 235-9621
Facsimile: (405) 235-0439
tim.bomhoff@mcafeetaft.com
patrick.stein@mcafeetaft.com

Attachments:

Exhibit 1:	Preliminary Approval Order
Exhibit 2:	Judgment
Exhibit 3:	Notice of Settlement (for Mailing)
Exhibit 4:	Notice of Settlement (for Website)
Exhibit 5:	Notice of Settlement (for Publication)
Exhibit 6:	Class Well List
Exhibit 7:	EDOK Complaint

Exhibit 1

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

Kunneman Properties LLC, on behalf of itself and all others similarly situated, Plaintiff, v. Devon Energy Corp., et al., Defendants.	Case No. __-CV-__-___

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 Kunneman Properties LLC, on behalf of itself and as representatives of a class of owners (defined below) ("Plaintiff"), against Defendants Devon Energy Corporation and Devon Energy Production Company, L.P. ("Defendants" or "Devon") ("Plaintiff" and "Defendants" collectively the "Parties"), for the alleged underpayment of royalty on gas and gas constituents from the Class Wells during the Claim Period. On April 30, 2026, 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

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

presents the Settlement to the Court for preliminary approval under Federal Rule of Civil Procedure 23.

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

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

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

3. The certified Settlement Class is defined as follows:

> All non-excluded persons or entities who are royalty owners in Oklahoma wells who received royalty payments from Devon for the Claim Period for the Class Wells operated by Devon. The Class claims relate to royalty payments for gas and its constituents (such as residue gas, natural gas liquids, helium, nitrogen, or drip condensate).
>
> Excluded from the Settlement Class are: (1) Devon, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) publicly traded oil and gas companies and their affiliates; (4) Fortis Sooner Trend, LLC, Fortis Minerals II, LLC, FMII STM, LLC, Sooner Trend Minerals, LLC, Phenom Minerals, LLC, Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, C. Benjamin Nutley, White River Royalties, LLC, and their relatives, affiliates, successors, and assigns; (5) persons or entities that Plaintiff's counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; (6) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2); and (7) officers of the Court.

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

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

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

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

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

In addition, because the Court finds Plaintiff and Plaintiff's Counsel to be adequate representatives of the Settlement Class, the Court hereby appoints Plaintiff Kunneman Properties 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 A. 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 for purposes of certifying a class for settlement purposes, subject to the Court's final consideration at the Final Fairness Hearing.

6. The Court preliminarily finds (a) the proposed Settlement resulted from extensive arm's-length negotiations; (b) the proposed Settlement was agreed to only after Class Counsel had

conducted legal research and discovery regarding the strengths and weaknesses of Class Representative's and the Settlement Class's claims; (c) Class Representative and Class Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate; and (d) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement to the Settlement Class.

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

8. The Court further preliminarily approves the form and content of the proposed Notices, which are attached to the Settlement Agreement as Exhibits 3–5, and finds the Notices are the best notice practicable under the circumstances, constitute due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfy the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23. The Court finds the form and content of the Notices fairly and adequately: (a) describe the terms and effect of the Settlement; (b) notify the Settlement Class that Class Counsel will seek Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and a Case Contribution Award for Class Representative's services; (c) notify the Settlement Class of the

time and place of the Final Fairness Hearing; (d) describe the procedure for requesting exclusion from the Settlement; (e) describe the procedure for objecting to the Settlement or any part thereof; and (f) direct potential Class Members to where they may obtain more detailed information about the Settlement.

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

a. No later than thirty (30) days after entry of this Preliminary Approval Order, the Settlement Administrator will mail (or cause to be mailed) the Notice by mail to all Class Members who have been identified after reasonable efforts to do so and will post the Notice to the settlement website. The Notice will be mailed to Class Members using the data described in paragraph 3.2 of the Settlement Agreement, the last known addresses for each payee, and any updated addresses found by the Settlement Administrator. For any Class Members who received more than one payment, the Notice of Settlement will be mailed to the payee's last-known address (or any updated address found by the Settlement Administrator). The Settlement Administrator will also publish the Notice as described below. It is not reasonable or economically practical for the Parties to do more to determine the names and addresses of Class Members.

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

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

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

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

11. The Court appoints JND Legal Administration to act as Settlement Administrator and perform the associated responsibilities set forth in the Settlement Agreement. The Settlement Administrator will receive and process any Requests for Exclusion and, if the Settlement is finally approved by the Court, will supervise and administer the Settlement in accordance with the Settlement Agreement (together with the documents referenced therein and exhibits thereto), the Judgment, and the Court's Plan of Allocation order(s) authorizing distribution of the Net Settlement Fund to Class Members. The Parties and their Counsel shall not be liable for any act or omission of the Settlement Administrator.

12. The Court appoints MidFirst 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 6.19 of the Settlement Agreement, the Parties and their Counsel shall not be liable for any act or omission of the Escrow Agent or loss for the funds in the Escrow Account.

13. Pursuant to Federal Rule of Civil Procedure 23(e), a Final Fairness Hearing shall be held on [Month] [Date], 2026, at ______M. in the United States District Court for the Eastern District of Oklahoma, the Honorable ____________________ presiding, to:

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

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

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

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

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

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

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

15. Class Members wishing to exclude themselves from the Settlement Class pursuant to Federal Rule of Civil Procedure 23(e)(4) must submit to the Settlement Administrator, Class Counsel, and Defendants' Counsel a valid and timely Request for Exclusion. Requests for Exclusion must include: (i) the Class Member's name, address, telephone number, and notarized signature; (ii) a statement that the Class Member wishes to be excluded from the Settlement Class in *Kunneman Properties LLC v. Devon Energy Corp.*, Case No. 26-CV-__-___, United States District Court for the Eastern District of Oklahoma; and (iii) a description of the Class Member's interest in any wells for which Defendants remitted gas royalties, including the name, well number, county in which the well is located, and the owner identification number(s). Requests for Exclusion must be served on the Settlement Administrator, Defendants' Counsel, and Plaintiff's Counsel by certified mail, return receipt requested and received no later than 5 p.m. CT on [Month] [Date], 2026. Requests for Exclusion may be mailed as follows:

Settlement Administrator:
Kunneman v. Devon Settlement
c/o JND Legal Administration
P.O. Box 91308
Seattle, WA 98111

Co-Lead Class Counsel:
Reagan E. Bradford
Ryan K. Wilson
Bradford & Wilson PLLC
431 W. Main Street, Suite D
Oklahoma City, OK 73102

Defendants' Counsel:
Jeffrey C. King
K&L Gates LLP
301 Commerce Street
Suite 3000
Fort Worth, Texas 76102

Timothy J. Bomhoff
MCAFEE & TAFT, A Professional Corporation
Eighth Floor, Two Leadership Square
211 N. Robinson Ave.
Oklahoma City, OK 73102

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

16. Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, any term of the Settlement, the Allocation Methodology, the Plan of Allocation, the request for Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, or the request for a Case Contribution Award to Class Representative may file an objection. An objector must file with the Court and serve upon Class Counsel and Defendants' Counsel a written objection containing the following: (a) a heading referring to *Kunneman Properties LLC v. Devon Energy Corp., et al.*, Case No. 26-CV-__-___,

United States District Court for the Eastern 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 number(s) with Defendants; (h) the objector's signature executed before a Notary Public; (i) identification of the objector's interest in wells for which Defendants remitted gas royalties (by well name, payee well number, and county in which the well is located) during the Claim Period and identification of any payments by date of payment, date of production, and amount; and (j) if the objector is objecting to any portion of the Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses or Administration, Notice, and Distribution Costs, or a Case Contribution Award sought by Class Representative or Class Counsel on the basis that the amounts requested are unreasonable, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is allegedly not. Such written objections must be filed with the Court and served on Plaintiff's Counsel and Defendants' Counsel, via certified mail return receipt requested, and received no later than 5 p.m. CT by the deadline of twenty-one (21) calendar days prior to the Final Fairness Hearing at the addresses set forth in paragraph 15 above.

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

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

18. No later than thirty-five (35) calendar days prior to the Final Fairness Hearing, if the Settlement has not been terminated pursuant to the Settlement Agreement, Plaintiff's Counsel and Plaintiff shall move for: (a) final approval of the Settlement pursuant to Federal Rule of Civil Procedure 23(e); (b) entry of a Judgment in substantially the same form as Exhibit 2; (c) final approval of the Allocation Methodology and Plan of Allocation; and (d) Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and/or a Case Contribution Award.

19. If the Settlement is not approved by the Court, is terminated in accordance with the terms of the Settlement Agreement, or a Judgment approving it is entered that does not become Final and Non-Appealable for any reason whatsoever, the Settlement, Settlement Agreement, and any actions to be taken in connection therewith (including this Order and any Judgment entered herein), shall be terminated and become void and of no further force and effect as described in the

Settlement Agreement. Any obligations or provisions relating to the refund of Plaintiff's Attorney's Fees, Litigation Expenses, the payment of Administration, Notice, and Distribution Costs already incurred, and any other obligation or provision in the Settlement Agreement that expressly pertains to the termination of the Settlement or events to occur after the termination, shall survive termination of the Settlement Agreement and Settlement.

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

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

the Litigation is inappropriate, improper, or unavailable. This Order shall not be construed or used as an admission, concession, declaration, or waiver by any Party of any arguments, defenses, or claims he, she, or it may have with respect to the Litigation or class certifiability in the event the Settlement is terminated.

22. The Court, along with any appellate court with the power to review the Court's orders and rulings in the Litigation, hereby retains jurisdiction over this Litigation to consider all further matters arising out of or connected with the Settlement reflected in the Settlement Agreement, including enforcement of the releases provided for in the Settlement Agreement. The Court, along with any appellate court with power to review the Court's orders and rulings in the Litigation, also hereby retains jurisdiction over this Litigation to administer all other matters related to the enforcement of the Settlement Agreement and Settlement and the orders of the Court related thereto.

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

IT IS SO ORDERED this ___ day of ________________, 2026.

____

Approved as to Form:

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COUNSEL FOR DEFENDANTS

Exhibit 2

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

Kunneman Properties LLC, on behalf of itself and all others similarly situated, Plaintiff, v. Devon Energy Corp., et al., Defendants.	Case No. 26-CV-__-___

JUDGMENT

This is a class action lawsuit brought by Plaintiff Kunneman Properties LLC, on behalf of itself and as representatives of a class of owners (defined below) ("Plaintiff"), against Defendants Devon Energy Corporation and Devon Energy Production Company, L.P. ("Defendants" or "Devon") ("Plaintiff" and "Defendants" collectively the "Parties"), for the alleged underpayment of royalty on gas and gas constituents from the Class Wells during the Claim Period. On April 30, 2026, the Parties executed a Stipulation and Agreement of Settlement (the "Settlement Agreement") finalizing the terms of the Settlement.[1]

On [Month] [Date], 2026, 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 Settlement Class for settlement purposes, finding all requirements of Federal Rule of Civil Procedure 23 have been satisfied with respect to the proposed Settlement Class;

b. appointed Plaintiff Kunneman Properties LLC as Class Representative; Reagan E. Bradford and Ryan K. Wilson as Co-Lead Class Counsel; and Rex A. Sharp as Additional Class Counsel;

c. preliminarily found: (i) the proposed Settlement resulted from extensive arm's-length negotiations; (ii) the proposed Settlement was agreed to only after Class Counsel had conducted legal research and discovery regarding the strengths and weaknesses of Class Representative's and the Settlement Class's claims; (iii) Class Representative and Class Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate; and (iv) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement to the Settlement Class;

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

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

Settlement; (v) described the procedure for objecting to the Settlement or any part thereof; and (vi) directed potential Class Members to where they may obtain more detailed information about the Settlement;

f. instructed the Settlement Administrator to disseminate the approved Notices to potential members of the Settlement Class in accordance with the Settlement Agreement and in the manner approved by the Court;

g. provided for the appointment of a Settlement Administrator;

h. provided for the appointment of an Escrow Agent;

i. set the date and time for the Final Fairness Hearing as [Month] [Date], 2026, at _______.M. in the United States District Court for the Eastern District of Oklahoma; and

j. set out the procedures and deadlines by which Class Members could properly request exclusion from the Settlement Class or object to the Settlement or any part thereof.

After the Court issued the Preliminary Approval Order, due and adequate notice by means of the Notice and Summary Notice was given to the Settlement Class, notifying them of the Settlement and the upcoming Final Fairness Hearing. On [Month] [Day], 2026, in accordance with the Preliminary Approval Order and the Notice, the Court conducted a Final Fairness Hearing to, *inter alia*:

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

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

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

d. determine whether a Judgment should be entered pursuant to the Settlement Agreement, *inter alia*, dismissing the Released Claims against Defendants 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 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 Fund among Class Members (the "Initial Plan of Allocation Order").

[3] The Court will issue separate orders pertaining to Class Counsel's request for Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and Class Representative's request for a 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 Defendants and Class Members.

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

> All non-excluded persons or entities who are royalty owners in Oklahoma wells who received royalty payments from Devon for the Claim Period for the Class Wells operated by Devon. The Class claims relate to royalty payments for gas and its constituents (such as residue gas, natural gas liquids, helium, nitrogen, or drip condensate).
>
> Excluded from the Settlement Class are: (1) Devon, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) publicly traded oil and gas companies and their affiliates; (4) Fortis Sooner Trend, LLC, Fortis Minerals II, LLC, FMII STM, LLC, Sooner Trend Minerals, LLC, Phenom Minerals, LLC, Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, C. Benjamin Nutley, White River Royalties, LLC, and their relatives, affiliates, successors, and assigns; (5) persons or entities that Plaintiff's counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; (6) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2); and (7) officers of the Court.

4. "Claim Period" means checks, remittances, or payments to Settlement Class Members by Devon for royalty payments on natural gas or its constituents for the Class Wells from January 1, 2013, through and including December 31, 2025.

5. For substantially the same reasons as set out in the Court's Preliminary Approval Order, [Doc. __], the Court finds that the above-defined Settlement Class should be and is hereby certified for the purposes of entering judgment pursuant to the Settlement Agreement. Specifically, the Court finds that all requirements of Rule 23(a) and Rule 23(b)(3) have been satisfied for settlement purposes. Because this case has been settled at this stage of the proceedings, the Court

does not reach, and makes no ruling either way, as to the issue of whether the Settlement Class could have been certified in this case on a contested basis.

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

7. At the Final Fairness Hearing on [Month] [Date], 2026, the Court fulfilled its duties to independently evaluate the fairness, reasonableness, and adequacy of, *inter alia*, the Settlement and the Notice of Settlement provided to the Settlement Class, considering not only the pleadings and arguments of Class Representative and Defendants and their respective Counsel, but also the concerns of any objectors and the interests of all absent Class Members. In so doing, the Court considered arguments that could reasonably be made against, *inter alia*, approving the Settlement and the Notice of Settlement, even if such argument was not actually presented to the Court by pleading or oral argument.

8. The Court further finds that due and proper notice, by means of the Notices, was given to the Settlement Class in conformity with the Settlement Agreement and Preliminary Approval Order. The form, content, and method of communicating the Notices disseminated to the Settlement Class and published pursuant to the Settlement Agreement and the Preliminary Approval Order: (a) constituted the best practicable notice under the circumstances; (b) constituted notice reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement or any part thereof, and their right to appear at the Final Fairness Hearing; (c) was reasonable and constituted due, adequate, and sufficient notice to all persons and

entities entitled to such notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, the Due Process protections of the State of Oklahoma, and any other applicable law. Therefore, the Court approves the form, manner, and content of the Notices used by the Parties. The Court further finds that all Class Members have been afforded a reasonable opportunity to request exclusion from the Settlement Class or object to the Settlement.

9. Pursuant to and in accordance with Federal Rule of Civil Procedure 23, the Settlement, including, without limitation, the consideration paid by Defendants, the covenants not to sue, the releases, and the dismissal with prejudice of the Released Claims against the Released Parties as set forth in the Settlement Agreement, is finally approved as fair, reasonable, and adequate and in the best interests of the Settlement Class. The Settlement Agreement was entered into between the Parties at arm's-length and in good faith after substantial negotiations free of collusion. The Settlement fairly reflects the complexity of the Released Claims, the duration of the Litigation, the extent of discovery, and the balance between the benefits the Settlement provides to the Settlement Class and the risk, cost, and uncertainty associated with further litigation and trial. Serious questions of law and fact remain contested between the Parties and experienced counsel, and the Parties have prosecuted and defended their interests. The Settlement provides a means of gaining immediate valuable and reasonable compensation and forecloses the prospect of uncertain results after many more months or years of additional discovery and litigation. The considered judgment of the Parties, aided by experienced legal counsel, supports the Settlement.

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

11. The Court finds that on [Month] [Date], 2026, Defendants caused notice of the Settlement to be served on the appropriate state official for each state in which a Class Member resides, and the appropriate federal official, as required by and in conformance with the form and content requirements of 28 U.S.C. § 1715. In connection therewith, the Court has determined that, under 28 U.S.C. § 1715, the appropriate state official for each state in which a Class Member resides was and is the State Attorney General for each such state, and the appropriate federal official was and is the Attorney General of the United States. Further, the Court finds it was not feasible for Defendants to include on each such notice the names of each of the Class Members who reside in each state and the estimated proportionate share of each such Class Members to the entire Settlement as provided in 28 U.S.C. § 1715(b)(7)(A); therefore, each notice included a reasonable estimate of the number of Class Members residing in each state and the value of the Gross Settlement Fund. No appropriate state or federal official has entered an appearance or filed an objection to the entry of final approval of the Settlement. Thus, the Court finds that all requirements of 28 U.S.C. § 1715 have been met and complied with and, as a consequence, no Class Member may refuse to comply with or choose not to be bound by the Settlement and this Court's Orders in furtherance thereof, including this Judgment, under the provisions of 28 U.S.C. § 1715.

12. The Litigation and Released Claims are dismissed with prejudice as to the Released Parties. The Court orders that, upon the Effective Date, the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Class Members who have not validly and timely submitted a Request for Exclusion to the Settlement Administrator as directed in the Notice of Settlement and Preliminary Approval Order. The Court finds that Defendants have agreed not to file a claim against Plaintiff or Class Counsel based upon an assertion that the Litigation was brought by Plaintiff or Class Counsel in bad faith or without reasonable basis. Similarly, the Court finds that Plaintiff has agreed not to file a claim against Defendants or Defendants' Counsel based

upon an assertion that the Litigation was defended by Defendants or Defendants' Counsel in bad faith or without reasonable basis. The Releasing Parties are hereby deemed to have finally, fully, and forever conclusively released, relinquished, and discharged all of the Released Claims against the Released Parties to the fullest extent permitted by law. The Court thus permanently bars and enjoins the Releasing Parties, and each of them (regardless of whether or not any such person or party actually received a payment from the Net Settlement Fund, and without regard as to whether any payment was correctly determined), and all persons acting on their behalf, from directly or indirectly, or through others, suing, instigating, instituting, or asserting against the Released Parties any claims or actions on or concerning the Released Claims. Neither Party will bear the other Party's litigation costs, costs of court, or attorney's fees.

13. The Court also approves the efforts and activities of the Settlement Administrator and the Escrow Agent in assisting with certain aspects of the administration of the Settlement, and directs them to continue to assist Class Representative and Class Counsel 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.

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

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

16. This Judgment, the Settlement, and the Settlement Agreement (including any provisions contained in or exhibits attached to the Settlement Agreement), any negotiations,

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

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

18. The Court finds that Class Representative, Defendants, and their Counsel have complied with the requirements of the Federal Rules of Civil Procedure as to all proceedings and filings in this Litigation. The Court further finds that Class Representative and Class Counsel adequately represented the Settlement Class in entering into and implementing the Settlement.

19. Neither Defendants nor Defendants' Counsel shall have any liability or responsibility to Plaintiff, Class Counsel, or the Settlement Class with respect to the Gross Settlement Fund or its administration, including but not limiting to any distributions made by the Escrow Agent or Settlement Administrator. Except as described in paragraph 6.19 of the Settlement Agreement, no Class Member shall have any claim against Plaintiff, Class 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.

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

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

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

23. Without affecting the finality of this Judgment in any way, the Court (along with any appellate court with power to review the Court's orders and rulings in the Litigation) reserves exclusive and continuing jurisdiction to enter any orders as necessary to administer the Settlement

Agreement, including jurisdiction to determine any issues relating to the payment and distribution of the Net Settlement Fund, and to enforce the Judgment.

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

25. Without affecting the finality of this Judgment in any way, the Court (along with any appellate court with power to review the Court's orders and rulings in the Litigation) reserves exclusive and continuing jurisdiction to enter any orders as necessary to administer the Settlement Agreement, including jurisdiction to determine any issues relating to the payment and distribution of the Net Settlement Fund, to issue additional orders pertaining to, *inter alia*, Class Counsel's request for Plaintiff's Attorneys' Fees and reimbursement of reasonable Litigation Expenses and Administration, Notice, and Distribution Costs, and Class Representative's request for a Case Contribution Award, and to enforce this Judgment. Notwithstanding the Court's jurisdiction to issue additional orders in this Litigation, this Judgment fully disposes of all claims as to Defendants and is therefore a final appealable judgment. The Court further hereby expressly directs the Clerk of the Court to file this Judgment as a final order and final judgment in this Litigation.

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

IT IS SO ORDERED this ___ day of ________________, 2026.

____

Approved as to Form:

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COUNSEL FOR DEFENDANTS

Exhibit 3

A federal court authorized this notice.
*This is **not** a solicitation from a lawyer.*

If You Have Received a Royalty Payment from Devon Energy for Gas Production from an Oil and Gas Well in Oklahoma, You Could Be a Part of a Proposed Class Action Settlement

Who Is Included?
You are a member of the Settlement Class if you have received a gas royalty payment from Devon Energy from an Oklahoma oil and gas well from January 1, 2013, through and including December 31, 2025. The Class claims relate to royalty payments for gas and its constituents (such as residue gas, natural gas liquids, helium, nitrogen, or drip condensate). There are exclusions. Devon Energy means Devon Energy Corporation and Devon Energy Production Company, L.P.

Kunneman-Devon Settlement
c/o JND Legal Administration
PO Box 91308
Seattle, WA 98111

ID: «CF_PRINTED_ID»

«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 Devon Energy Corporation and Devon Energy Production Company, L.P. ("Defendants" or "Devon Energy") called *Kunneman Properties LLC v. Devon Energy Corp., et al.*, No. 26-CV-__-___, in the U.S. District Court for the Eastern District of Oklahoma. The Lawsuit claims Defendants allegedly underpaid royalty on gas and gas constituents from Oklahoma oil and gas wells from January 1, 2013, through and including December 31, 2025.

Why am I receiving this notice?
Defendants' records indicate you may be a member of the Settlement Class.

What does the settlement provide?
The proposed Settlement provides monetary benefits of Fifty-Two Million Five Hundred Thousand Dollars ($52,500,000) 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. Class Counsel will seek attorneys' fees up to 40% of the Gross Settlement Fund; reimbursement of expenses incurred in prosecuting the case; and settlement administration, notice, and distribution costs, all to be paid from the Settlement. Plaintiff will seek a total case contribution award of up to 1% of the Gross Settlement Fund.

What are my legal rights?
You do not have to do anything to stay in the Settlement Class and receive the benefits of the proposed Settlement. If you stay in the Settlement Class, you may also object to the proposed Settlement by following the instructions from the Court (available on the website) by ________**, 2026**. If you stay in the Settlement Class, you will be bound by all orders and judgments of the Court, and you will not be able to sue, or continue to sue, Defendants 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 _________**, 2026**, following 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 _____**, 2026**, at _____ _.m. CT at the United States District Court for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, Oklahoma 74401. 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.KUNNEMAN-DEVON.COM OR CALL TOLL-FREE 1-866-910-1359

Exhibit 4

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

Kunneman Properties LLC, on behalf of itself and all others similarly situated,	)	
Plaintiff,	)	
v.	)	Case No. 26-CV-__-___
Devon Energy Corp., et al.,	)	
Defendants.	)	

NOTICE OF PROPOSED SETTLEMENT, MOTION FOR ATTORNEYS' FEES AND COSTS, AND FINAL FAIRNESS HEARING

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

If you belong to the Settlement Class and this Settlement is approved, your legal rights will be affected.
Read this Notice carefully to see what your rights are in connection with this Settlement.[1]

Because you may be a member of the Settlement Class in the Litigation captioned above and described below ("the Litigation"), the Court has directed this Notice to be provided for you. Defendants Devon Energy Corporation and Devon Energy Production Company, L.P. ("Defendants" or "Devon") records show you are a royalty owner in Oklahoma well(s) for which Devon remitted gas royalties during the Claim Period. 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.Kunneman-Devon.com.

This Notice generally explains the claims being asserted in the Litigation, summarizes the Settlement, and tells you about your rights to remain a Class Member or to timely and properly submit a Request for Exclusion (also known as an "opt out") so that you will be excluded from the Settlement. This Notice provides information so you can decide what action you want to take with respect to the Settlement before the Court is asked to finally approve it. If the Court approves the Settlement and after the final resolution of any objections or appeals, the Court-appointed Settlement Administrator will issue payments under the Court's orders, 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.

[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.Kunneman-Devon.com. The terms, conditions, and definitions in the Settlement Agreement qualify this Notice in its entirety.

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

> All non-excluded persons or entities who are royalty owners in Oklahoma wells who received royalty payments from Devon for the Claim Period for the Class Wells operated by Devon. The Class claims relate to royalty payments for gas and its constituents (such as residue gas, natural gas liquids, helium, nitrogen, or drip condensate).
>
> Excluded from the Settlement Class are: (1) Devon, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) publicly traded oil and gas companies and their affiliates; (4) Fortis Sooner Trend, LLC, Fortis Minerals II, LLC, FMII STM, LLC, Sooner Trend Minerals, LLC, Phenom Minerals, LLC, Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, C. Benjamin Nutley, White River Royalties, LLC, and their relatives, affiliates, successors, and assigns; (5) persons or entities that Plaintiff's counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; (6) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2); and (7) officers of the Court.

The Claim Period means checks, remittances, or payments to Settlement Class Members by Devon for royalty payments on natural gas or its constituents for the Class Wells from January 1, 2013, through and including December 31, 2025, subject to the terms of the Settlement Agreement regarding Released Claims. If you are unsure whether you are included in the Settlement Class, you may contact the Settlement Administrator at:

Kunneman v. Devon Settlement
c/o JND Legal Administration
P.O. Box 91308
Seattle, WA 98111
Call Toll-Free: 1-866-910-1359

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

I. General Information About the Litigation

The Litigation seeks damages for Defendants' alleged underpayment of royalty on gas and gas constituents from Oklahoma oil and gas wells operated by Defendants from January 1, 2013, through and including December 31, 2025. Defendants expressly deny all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation, but have agreed to the proposed Settlement to avoid the uncertainty, burden, and expense of continued litigation. The Court has made no determination with respect to the merits of any of the parties' claims or defenses. A more complete description of the Litigation, its status, and the rulings made in the Litigation are available in the pleadings and other papers maintained by the United States District

Court for the Eastern District of Oklahoma in the file for the Litigation.

II. The Settlement, Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, Case Contribution Award, and The Settlement Allocation and Distribution To The Settlement Class

On [Month] [Date], 2026, the Court preliminarily approved a Settlement in the Litigation between Plaintiff, on behalf of itself and the Settlement Class, and Defendants. 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, Defendants have agreed to pay Fifty-Two Million Five Hundred Thousand Dollars ($52,500,000.00) in cash ("Gross Settlement Fund"). In exchange for this payment and other consideration outlined in the Settlement Agreement, the Settlement Class shall release the Released Claims (as defined in the Settlement Agreement available for review and download at www.Kunneman-Devon.com) against the Released Parties (as defined in the Settlement Agreement). The Gross Settlement Fund, less Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, a Case Contribution Award, and any other costs approved by the Court (the "Net Settlement Fund"), will be distributed to final Settlement Class Members pursuant to the terms of the Settlement Agreement based on the volume of gas produced and the extent of post-production deductions made by Defendants, incorporating Defendants' exemption coding for post-production deductions, as further detailed in the Settlement Agreement.

Class Counsel intends to seek an award of Plaintiff's Attorneys' Fees of not more than 40% of the Gross Settlement Fund. Co-Lead Class Counsel Reagan E. Bradford and Ryan K. Wilson of Bradford & Wilson PLLC and Additional Class Counsel Rex A. Sharp of Sharp Law LLP have been litigating this case without any payment whatsoever for over nine (9) years, advancing hundreds of thousands of dollars in expenses. At the Final Fairness Hearing, Class Counsel will also seek reimbursement of the litigation and administration expenses incurred in connection with the prosecution of this Litigation and that will be incurred through final distribution of the Settlement, which is estimated to be approximately $___,000.00. In addition, Plaintiff intends to seek case a contribution award for its representation of the Settlement Class, which total amount will not exceed 1% of the Gross Settlement Fund, 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 at www.Kunneman-Devon.com. This website will eventually include this Notice, the Plan of Allocation, and Class Counsel's application for Plaintiff's Attorneys' Fees and

Litigation Expenses and other costs. You may also receive information about the progress of the Settlement by visiting the website at www.Kunneman-Devon.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], 2026, beginning at__ _.m., before the Honorable _______________, U.S. Magistrate Judge for the Eastern District of Oklahoma. Please note that the date of the Fairness Hearing is subject to change without further notice. You should check with the Court and www.Kunneman-Devon.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 Case Contribution Award for the Class Representative.

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

IV. What Are Your Options As A Class Member?

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

By taking no action, your interests will be represented by Plaintiff as the Class Representative and by Class Counsel. As a Class Member, you will be bound by the outcome of the Settlement, if finally approved by the Court. Class Representative and Class Counsel believe that the Settlement is in the best interest of the Settlement Class, and, therefore, they intend to support the proposed Settlement at the Final Fairness Hearing. As a Class Member, if you are entitled to a distribution pursuant to the Allocation Methodology, you will receive your portion of the Net Settlement Fund, and you will be bound by the Settlement Agreement and all orders and judgments entered by the Court regarding the Settlement. If the Settlement is approved, unless you exclude yourself from the Settlement Class, neither you nor any other Releasing Party will be able to start a lawsuit or arbitration, 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 Settlement Class

If you do not wish to be a member of the Settlement Class, then you must exclude yourself from the Settlement Class by mailing a Request for Exclusion. All Requests for Exclusion must include: (i) the Class Member's name, address, telephone number, and notarized signature; (ii) a statement that the Class Member wishes to be excluded from the Settlement Class in *Kunneman Properties LLC v. Devon Energy Corp., et al.*, and (iii) a description of the Class Member's interest in any wells for which he/she/it has received gas royalty payments from Defendants from the Class Wells, including the name, well number, county in which the well is located, and the owner identification number(s). Requests for Exclusion must be mailed by certified mail, return receipt requested, and received no later than 5 p.m. CT on [Month] [Date], 2026, as follows:

Settlement Administrator:
Kunneman v. Devon Settlement
c/o JND Legal Administration
P.O. Box 91308
Seattle, WA 98111

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

Defendants' Counsel:
Jeffrey C. King
K&L Gates LLP
301 Commerce Street
Suite 3000
Fort Worth, Texas 76102

Timothy J. Bomhoff
MCAFEE & TAFT, A Professional Corporation
Eighth Floor, Two Leadership Square
211 N. Robinson Ave.
Oklahoma City, OK 73102

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 <u>not</u> be excluded from the Settlement Class, and you will be bound by all of the orders and judgments entered by the Court regarding the Settlement, including the release of claims. You must request exclusion 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 Settlement Class, but Object to the Settlement, Allocation Methodology, Plan of Allocation, Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, or Case Contribution Award

Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, any term of the Settlement, the Allocation Methodology, the Plan of Allocation, the request for Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, or the request for a Case Contribution Award to Class Representative may file an objection. An objector must file with the Court and serve upon Class Counsel and Defendants'

Counsel a written objection containing the following: (a) a heading referring to *Kunneman Properties LLC v. Devon Energy Corp., et al.*, No. 26-CV-__-___, United States District Court for the Eastern 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 number(s) with Defendants; (h) the objector's signature executed before a Notary Public; (i) identification of the objector's interest in wells for which Defendants remitted gas royalties (by well name, payee well number, and county in which the well is located) during the Claim Period from the Class Wells and identification of any payments by date of payment, date of production, and amount; and (j) if the objector is objecting to any portion of the Plaintiff's Attorneys' Fees or Litigation Expenses and Administration, Notice, and Distribution Costs, or Case Contribution Award sought by Class Representative or Class Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is not. Such written objections must be filed with the Court and served on Class Counsel and Defendants' Counsel, via certified mail return receipt requested, and received no later than 5 p.m. CT by [Month] [Date], 2026, at the addresses set forth above. Any Class Member that fails to timely file the written objection statement and provide the required information will not be permitted to present any objections at the Final Fairness Hearing. Your written objection must also be timely filed with the Court at the address below:

Clerk of the Court
United States District Court for the Eastern District of Oklahoma
101 North 5th Street
Muskogee, Oklahoma 74401

UNLESS OTHERWISE ORDERED BY THE COURT, ANY SETTLEMENT CLASS MEMBER WHO DOES NOT OBJECT IN THE MANNER DESCRIBED HEREIN WILL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL BE FOREVER FORECLOSED FROM MAKING ANY 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.Kunneman-Devon.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.

Exhibit 5

If You Have Received a Royalty Payment from Devon Energy for Gas Production from an Oil and Gas Well in Oklahoma, You Could Be a Part of a Proposed Class Action Settlement

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

> All non-excluded persons or entities who are royalty owners in Oklahoma wells who received royalty payments from Devon for the Claim Period for the Class Wells operated by Devon. The Class claims relate to royalty payments for gas and its constituents (such as residue gas, natural gas liquids, helium, nitrogen, or drip condensate).
>
> Excluded from the Settlement Class are: (1) Devon, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) publicly traded oil and gas companies and their affiliates; (4) Fortis Sooner Trend, LLC, Fortis Minerals II, LLC, FMII STM, LLC, Sooner Trend Minerals, LLC, Phenom Minerals, LLC, Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, C. Benjamin Nutley, White River Royalties, LLC, and their relatives, affiliates, successors, and assigns; (5) persons or entities that Plaintiff's counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; (6) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2); and (7) officers of the Court.

The Claim Period means checks, remittances, or payments to Settlement Class Members by Devon for royalty payments on natural gas or its constituents for the Class Wells from January 1, 2013, through and including December 31, 2025, subject to the terms of the Settlement Agreement regarding Released Claims. The Litigation seeks damages for Defendants' alleged underpayment of royalty on gas and gas constituents from Oklahoma oil and gas wells operated by Defendants from January 1, 2013, through and including December 31, 2025. Defendants expressly deny all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation. The Court did not decide which side is right. "Defendants" means Devon Energy Corporation and Devon Energy Production Company, L.P.

On [Month] [Date], 2026, the Court preliminarily approved a Settlement in which Defendants have agreed to pay Fifty-Two Million Five Hundred Thousand Dollars ($52,500,000.00) in cash (the "Gross Settlement Fund"). From the Gross Settlement Fund, the Court may deduct Plaintiff's Attorneys' Fees and Litigation Expenses, a Case Contribution Award, and any settlement Administration, Notice, and Distribution Costs. The remainder of the fund (the "Net Settlement Fund") will be distributed to participating Class Members as provided in the Settlement Agreement. Complete information on the benefits of the Settlement, including information on the distribution of the Net Settlement Fund, can be found in the Settlement Agreement posted on the website listed below. In exchange, Class Members will release Defendants and others identified in the Settlement Agreement from the claims described in the Settlement Agreement.

The attorneys and law firms who represent the Class are Co-Lead Class Counsel Reagan E. Bradford and Ryan K. Wilson of Bradford & Wilson PLLC, and Additional Class Counsel Rex A. 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, and Receive Benefits of the Settlement:** If the Court approves the proposed Settlement, you or your successors, if eligible, will receive the benefits of the proposed Settlement. You will also be bound by all orders and judgments of the Court, and you will not be able to sue, or continue to sue, Defendants or others identified in the Settlement Agreement for the Released Claims described in that Agreement.
- **Stay in the Settlement Class, But Object to All or Part of the Settlement:** You can file and serve a written objection to the Settlement and appear before the Court. Your written objection must contain the information described in the Notice of Settlement found at the website listed below and must be filed with the Court and served on Class Counsel and Defendants' Counsel no later than [Month] [Date], 2026, at 5 p.m. CT.
- **Exclude Yourself from the Settlement Class:** To exclude yourself from the Settlement Class, you must serve by certified mail a written statement to the Settlement Administrator, Class Counsel, and Defendants' Counsel. Your Request for Exclusion must contain the information described in the Notice of Settlement found at the website listed below and must be received no later than [Month] [Date], 2026, at 5 p.m. CT. You cannot exclude yourself on the website, by telephone, or by email.

The Court will hold a Final Fairness Hearing on [Month] [Date], 2026, at ____ _.m. CT at the United States District Court for the Eastern District of Oklahoma (at 101 North 5th Street, Muskogee, Oklahoma 74401). At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiff's Attorneys' Fees and Litigation Expenses and other costs, including a 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 www.Kunneman-Devon.com to confirm no change to the date and time of the Hearing has been made.

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

Visit: www.Kunneman-Devon.com

Call Toll-Free: 1-866-910-1359
Or write to: ***Kunneman v. Devon Settlement***

c/o JND Legal Administration
P.O. Box 91308
Seattle, WA 98111

Exhibit 6
Class Well List

ABERCROMBIE 1-15H
ABLES 1H-3
ABNEY 1-26H
ADDIS 1-30H
ADKISSON 1-33H
AHLDEN 1-28
AHLDEN 14-11
ALBERS 1-1H
ALDRIDGE 22-19N-1W 1MH
ALDRIDGE 27-19N-1W 1MH
ALIG 18-07-14-9 1H
ALIG TRUST /A/ 1
ALLEN 10-17
ALLEN 1-17
ALLEN 1-19
ALLEN 1-24
ALLEN 1-35H
ALLEN 2-17
ALLEN 2-19
ALLEN 26_35-14N-11W 1HX
ALLEN 26_35-14N-11W 2HX
ALLEN 26_35-14N-11W 3HX
ALLEN 26_35-14N-11W 4HX
ALLEN 26_35-14N-11W 5HX
ALLEN 3-17
ALLEN 3-19
ALLEN 4-17
ALLEN 5-19
ALLEN 6-19
ALLIE 2-9
ALMA 18-15N-9W 1H
ALMA 18-15N-9W 2H
ALMA 18-15N-9W 3H
ALMA 18-15N-9W 4H
ALMA 18-15N-9W 5H
AMSTUTZ 1-27H
ANNALOU 1-14H
ANNETTE 1-23/26H
ANNIE 1-4H
ANNIE 1-9H
ANNIE 2A-4H
ANNIE MAY 1-17H
APRES VOUS 24_13-14N-8W 1HX
ARLENE 1
ARNOLD 1 (OK)

ARNOLD 2-23
ARRIE 1
ARRIE 2
ARTHUR 1-32
ATLANTIC 2-18N-17W 1H
AUSTIN 1-23H
AUSTIN 1-25H
AUSTIN 2-23H
AUSTIN 2-25H
AUSTIN 27_34-14N-9W 2HX
AUSTIN 27_34-14N-9W 3HX
AUSTIN 27_34-14N-9W 4HX
AUSTIN 27_34-14N-9W 6HX
AUSTIN 27_34-14N-9W 7HX
AUSTIN 3-23H
AUSTIN 3-25H
AUSTIN 4-23H
AUSTIN 4-25H
AUSTIN 5-23H
AUSTIN 5-25H
AUSTIN 6-23H
AUSTIN 6-25H
AUSTIN 7-23H
AUSTIN 7-25H
AUSTIN 8-23H
AUSTIN 8-25H
AUSTIN 90-01H
AUSTIN 9-23H
AUSTIN 9-25H
AUSTIN, R E 2H
AUSTIN, R E 4H
AUSTIN, R E 9H
AYERS 1-7H
AYERS 2-7H
BACCARAT 2920 4AH
BAD EYES 1-19
BAD EYES 2-19
BAKER 1-12H
BAKER 1-33
BAKER 1-33H
BAKER 9_16-15N-11W 1HX
BAKER 9_16-15N-11W 3HX
BAKER 9_16-15N-11W 4HX
BAKER 9_16-15N-11W 5HX
BALDWIN 1-35H
BALL ESTATE 1-25
BANKS 1-17H
BARBARA 1-27H

BARBER 1-11H
BARGER 2-8
BARGER RUSS 1-8
BASE 1-33H
BAY 30-21N-2E 1WH
BAY 31-21N-2E 1WH
BEARD 34_3-13N-9W 1HX
BEARD 34_3-13N-9W 2HX
BEARD 34_3-13N-9W 3HX
BEARD 34_3-13N-9W 4HX
BEARD 34-13N-9W 1H
BEARD 34-13N-9W 2H
BEARD 35_3-13N-9W 5HX
BEARD 35_3-13N-9W 6HX
BELLETTINI 1-27H
BEN 1-14H
BENEDICT 1-3H
BENSON 1-3
BENSON 2-3
BERG 1-6
BERG 2
BERGMAN 2-30
BERGMAN 3-30
BERNHARDT 1-20H
BERNHARDT 8_5-15N-9W 1HX
BERNHARDT 8_5-15N-9W 2HX
BERNHARDT 8_5-15N-9W 3HX
BERNHARDT 8_5-15N-9W 4HX
BERNHARDT 8_5-15N-9W 5HX
BERNHARDT 8_5-15N-9W 6HX
BERNHARDT 8_5-15N-9W 7HX-R
BERNHARDT 8_5-15N-9W 8HX
BESSIE 1-6H
BESSIE 6-13N-9W 2H
BESSIE 6-13N-9W 3H
BESSIE 6-13N-9W 4H
BESSIE 6-13N-9W 5H
BESSIE 6-13N-9W 6H
BESSIE 6-13N-9W 7H
BESSIE 6-13N-9W 8H
BESSIE 6-13N-9W 9H
BETTY JO 1-29H
BEULAH 1-3
BEULAH 2-3
BIEHLER 2
BIEHLER 3
BIEHLER 4
BIEHLER 6

BIEHLER 7
BIG EARL 6-15N-10W 1H
BIG LAKE 21-18N-3W 2MH
BIG LAKE 22-18N-3W 2MH
BIG LAKE 27-18N-3W 2MH
BILBREY 10-14-11 1H
BILLIE JEAN 1-19H
BILLIE JEAN 1-20H
BINGHAM 1-27H
BINGHAM 1-35H
BIRCH 36_25_24-15N-12W 2HXX
BIRCH 36_25_24-15N-12W 3HXX
BIRCH 36_25_24-15N-12W 4HXX
BIRCH 36_25-15N-12W 1HX
BIRDS NEST 1-6H
BIRDS NEST 7_6-14N-11W 2HX
BIRDS NEST 7_6-14N-11W 3HX
BIRDS NEST 7_6-14N-11W 5HX
BLACK MAMBA 13-17N-10W 1H
BLAGG THELMA 2-32
BLAIR-PAIN 1-8
BLAIR-PAIN 2-8
BLAIR-PAIN 3-8
BLAND 29_32 13N-8W 1HX
BLAND 29_32 13N-8W 2HX
BLAND 29_32 13N-8W 4HX
BLAND 29_32-13N-8W 3HX
BLAND 29-13-8 1H
BLAND 29-13N-8W 10H
BLAND 29-13N-8W 11H
BLAND 29-13N-8W 6H
BLAND 29-13N-8W 7H
BLAND 29-13N-8W 8H
BLAND 29-13N-8W 9H
BLUE CREEK 1-7
BLUE CREEK 1-8-COMM
BLUE OX 30_31-16N-10W 2HX
BLUE OX 30_31-16N-10W 3HX
BLUE OX 31_30-16N-10W 1HX
BLUEBIRD 3-18N-15W 1H
BODE 1-32X
BODE 2-32
BOGGES 2-29
BOGGES 3-29
BOGGES 4-29
BOLCH 1-35H
BOMHOFF 1-8
BOMHOFF TRUST 1-32H

BOND 1-3H
BONSAI 32_29-15N-12W 1HX
BONSAI 32_29-15N-12W 2HX
BONSAI 32_29-15N-12W 3HX
BONSAI 32_29-15N-12W 4HX
BONTRAGER 1-21WH
BONTRAGER 1-28MH
BOOMER 31 2AH
BORN FREE 30 2AH
BORN FREE 30 2H
BORNBOOMER 31_30-16N-9W 3HX
BORNBOOMER 31_30-16N-9W 4HX
BORNBOOMER 31_30-16N-9W 5HX
BOSLER 2-2
BOSLER 3-2
BOYD 1-34H
BRACHIOSAURUS 23_26-15N-9W 2HX
BRACHIOSAURUS 23_26-15N-9W 3HX
BRACHIOSAURUS 23_26-15N-9W 4HX
BRACHIOSAURUS 26_23-15N-9W 1HX
BRADFORD 23_14-15N-10W 2HX
BRADFORD 23_14-15N-10W 3HX
BRADFORD 23_14-15N-10W 4HX
BRADFORD 23_14-15N-10W 5HX
BRADSHAW 1-5 (RED FORK)
BRECKENRIDGE 27-20N-17W 1H
BREDEL IRENE 1
BREDEL UNIT 1-18
BRENTS BICEP 7_18-15N-13W 1HX
BREWER 1-12H
BREWER 1-13H
BREWER 1-29H
BREWER 1-35H
BRIANNA 1-33
BRISCOE 2-30
BRISCOE 3-30H
BROGDEN 1-34H
BROGDEN 2-35
BROGDEN 3-35
BROOKS 1-14H
BROOKS 1-17H
BROOKS 1-22H
BROOKS 2-14H
BROOKS 3-14H
BROOKS 4-14H
BROOKS 5-14H
BROOKS 6-14H
BROOKS 7-14H

BROOKS 8-14H
BROOKS 9-14H
BROWN 1-24H
BROWN TRUST 1-13H
BROWN TRUST 2-13H
BROWN TRUST 3-13H
BROWN TRUST 4-13H
BROWN TRUST 5-13H
BROWN TRUST 6-13H
BROWN TRUST 7-13H
BROWN TRUST 8-13H
BROWN TRUST 9-13H
BRUMMELL 1-8 (RED FORK)
BUELL 1-3 (BOATWRIGHT)
BUELL 1-3 (MARCHAND)
BUFFINGTON 29-22N-1E 1MH
BUFFINGTON 32-22N-1E 1WH
BURR OAK 2_35-14N-11W 1HX
BURR OAK 35_2-15N-11W 2HX
BURR OAK 35_2-15N-11W 3HX
BURR OAK 35_2-15N-11W 4HX
BURR OAK 35_2-15N-11W 5HX
C & E 1-11H
C K R 24-15-10 1H
C. MATTHEWS 4-18N-2W 1WH
C. MATTHEWS 5-18N-2W 1WH
C. MATTHEWS 8-18N-2W 1WH
C. MATTHEWS 9-18N-2W 1WH
CAIN 1-1
CALES 1-4MH
CALLING THUNDER 1-26H
CANA 25-13-11 1H
CANA 36-13-11 1H
CANYON 1-19H
CARIE 1-4/33H
CARMICHAEL 13-26N-1E 1MH
CARMICHAEL 23-26N-1E 1MH
CARNAHAN 1-15H
CAROL 1-5H
CAROL JEAN 17-12-8 1H
CARRICK 1-17H
CARTER 1-6H
CASCADE 14_23-16N-9W 2HX
CASCADE 14_23-16N-9W 3HX
CASCADE 14_23-16N-9W 4HX
CASCADE 2314 1H
CASSELL 1-25H
CASSELL 1-36H

CASSOWARY 3_27-16N-8W 1HXX
CASTONGUAY 2
CATALINA 29-4H
CAULEY 1-7
CEARLEY 1-11H
CEDAR GROVE 22-20N-2E 1WH
CEDAR GROVE 28-20N-2E 1WH
CENTAUR 7_6-15N-10W 2HX
CENTAUR 7_6-15N-10W 3HX
CENTAUR 7_6-15N-10W 4HX
CENTAUR 7_6-15N-10W 5HX
C-FARMS 23-16N-12W 1H
C-FARMS 23-16N-12W 2H
CHAIN 11_2-18N-15W 1HX
CHAIN RANCH 1H-2
CHAMPAGNE 28-15N-7W 1H
CHAPMAN 1511 6-23-26MXH
CHAPMAN 2-15
CHARLENE 1-33H
CHARMA 12_1-15N-11W 1HX
CHARMA 12_1-15N-11W 5HX
CHEETAH 29_32-15N-10W 3HX
CHEETAH 29_32-15N-10W 4HX
CHEETAH 29_32-15N-10W 5HX
CHEETAH 29_32-15N-10W 6HX
CHEETAH 32_29-15N-10W 1HX
CHEETAH 32_29-15N-10W 2HX
CHICKEN YARD 32_5-15N-7W 2HX
CHICKEN YARD 32_5-15N-7W 4HX
CHICKEN YARD 32-15N-7W 1H
CHILES 1-35H
CHILES 2-12N-10W 1H
CHILES 35-13N-10W 2H
CHILES 35-13N-10W 4H
CHILES 35-13N-10W 5H
CHILES 35-13N-10W 6H
CHILES 35-13N-10W 7H
CHILES 35-13N-10W 8H
CHILES 35-13N-10W 9H
CHILES RANCH 3
CHIPMUNK 11_2-16N-12W 1HX
CHIPMUNK 11_2-16N-12W 2HX
CHIPMUNK 11_2-16N-12W 3HX
CHIPMUNK 11_2-16N-12W 4HX
CHISHOLM TRAIL 18_19-16N-9W 3HX
CHISHOLM TRAIL 18_19-16N-9W 4HX
CHISHOLM TRAIL 18_19-16N-9W 5HX
CHISHOLM TRAIL 18_19-16N-9W 6HX

CHISHOLM TRAIL 18_19-16N-9W 7HX
CHISHOLM TRAIL 19_18-16N-9W 1HX
CHITTY-SCOTT 1-30
CHITTY-SCOTT 2-30-COMM
CHLOUBER 35-19N-3E 1MH
CHRISTENSEN 1-24
CHRISTENSEN 1-6H
CHRISTIAN 13-14-9 1H
CHUNKY FINGER NAIL 1-15
CHUNKY FINGER NAIL 2-15
CINDY LOU 27-13N-9W 1H
CINDY LOU 27-13N-9W 2H
CLARA PEARL 36_25-21N-3W 1WHX
CLARENCE 1-29H
CLARK 2-8
CLARK FINIS 1-16
CLARK FINIS 2-16
CLARK UNIT 1-8
CLEAR SPRINGS NAW 1-31H
CLIFFT 1-16H
CLOUD NINE 3328 4H
COBB 2-28
COBLE 1-7H
COBRA 30_19-17N-10W 1HX
COFFEY 1
COFFEY 1-36H
COFFEY 4-26
COLUMBINE 15 4AH
COLUMBINE 22_15_10-15N-10W 2HXX
COLUMBINE 22_15_10-15N-10W 3HXX
COLUMBINE 22_15_10-15N-10W 4HXX
COLUMBINE 22_15_10-15N-10W 5HXX
COMBS TRUST 1-36H
COOKSHACK 4-16N-7W 1H
COOL WATER 12-19N-3E 1WH
COPE 23_14-19N-16W 1HX
COPELAND 1-33H
COPPERHEAD 7-17N-10W 1H
CORNELL 1-19
CORNELL 1-24
CORNELL 3-24 (CASING)
COTTONTAIL 31_30-17N-11W 1HX
COWAN 1-23H
COWAN 15_10-15N-11W 1HX
COWAN 15_10-15N-11W 2HX
COWAN 15_10-15N-11W 3HX
COWAN 15_10-15N-11W 4HX
COWBOY 1-18N-3W 2MH

COWBOY 1-18N-3W 3MH
COWBOY 36-19N-3W 3MH
COWBOY 36-19N-3W 4MH
COWS FACE 0805 1H
COX 1-15H
COX 1-25 (YULE)
COYOTE 3_10-16N-12W 1HX
COYOTE 3_10-16N-12W 2HX
COYOTE 3_10-16N-12W 3HX
CREEK 1-13H
CROTHERS 1-2H
CROTHERS 2-13N-10W 2H
CROTHERS 2-13N-10W 3H
CROTHERS 2-13N-10W 4H
CROTHERS 2-13N-10W 5H
CROTHERS 2-13N-10W 6H
CROTHERS 2-13N-10W 7H
CROTHERS 2-13N-10W 8H
CROTHERS 2-13N-10W 9H
CRYSTAL 1-28H
CUNNINGHAM 22-18N-2W 1WH
CURTIS 1-3H
CURTIS 6-18N-1W 3MH
D & L CATTLE 2-24H
D. RINGER 19-18N-2W 1MH
D. SMITH 3-20N-4W 1WH
DADDY DON 1-19H
DAHLENBURG 1-24H
DAKOTA CAROL 27_34-15N-10W 2HX
DAKOTA CAROL 27_34-15N-10W 3HX
DAKOTA CAROL 27_34-15N-10W 4HX
DAKOTA CAROL 27_34-15N-10W 5HX
DAUGHETY 1-31H
DAUGHETY 31-14N-9W 2H
DAUGHETY 31-14N-9W 3H
DAUGHETY 31-14N-9W 4H
DAUGHETY 31-14N-9W 5H
DAUGHETY 31-14N-9W 6H
DAUGHETY 31-14N-9W 7H
DAUGHETY 31-14N-9W 8H
DAUGHETY 31-14N-9W 9H
DAVIS 1-32
DAVISON NELSON 1-7
DEALERS CHOICE 02 1AH
DEBBIE 1-32H
DEBBIE 32_29-12N-8W 1HX
DECKER 13-21N-3W 1WH
DECKER 14-21N-3W 1WH

DEE JAMESON 1-24H
DEE JAMESON 24-14N-10W 2H
DEE JAMESON 24-14N-10W 3H
DEE JAMESON 24-14N-10W 4H
DEE JAMESON 24-14N-10W 5H
DEE JAMESON 24-14N-10W 6H
DEE JAMESON 24-14N-10W 7H
DELANA 1-2 (CHESTER)
DELANA 1-2 (MARCHAND)
DELANA 2-35
DEMMER 1-3
DEWEY 1-17MH
DEWEY 1-7MH
DICKSON 16-15N-10W 1H
DICKSON 21_16-15N-10W 2HX
DICKSON 21_16-15N-10W 3HX
DICKSON 21_16-15N-10W 4HX
DICKSON 21_16-15N-10W 5HX
DIEHM 12-22N-2E 1MH
DIEHM 13-22N-2E 1WH
DIERCKS 25-19N-17W 1H
DILBECK 1-20H
DIVIDE-CLARK 28_21-14N-6W 1HX
DOBERMAN 25-13N-3E 1WH
DODSON 10-13
DODSON 1-13
DODSON 2-13
DODSON 3-13
DODSON 4-13
DODSON 6-13
DODSON 7-13
DODSON 8-13
DODSON 9-13
DON WINN 1-24
DONMAR 1-19H
DOPPELGANGER 4_9-15N-10W 10HX
DOPPELGANGER 4_9-15N-10W 2HX
DOPPELGANGER 4_9-15N-10W 3HX
DOPPELGANGER 4_9-15N-10W 4HX
DOPPELGANGER 4_9-15N-10W 5HX
DOPPELGANGER 4_9-15N-10W 6HX
DOPPELGANGER 4_9-15N-10W 7HX
DOPPELGANGER 4_9-15N-10W 8HX
DOSS 1
DOSS 2
DOTTIE 1-14
DOUBLE 5 RANCH 1-10H
DOUBLE 5 RANCH 1-11H

DOUBLE 5 RANCH 1-12H
DOUBLE 5 RANCH 1-13H
DOUBLE 5 RANCH 1-15H
DOUBLE 5 RANCH 1-16H
DOUBLE 5 RANCH 1-18/19H E
DOUBLE 5 RANCH 1-1H
DOUBLE 5 RANCH 1-2H
DOUBLE 5 RANCH 1-31H
DOUBLE 5 RANCH 1-3H
DOUBLE 5 RANCH 1-4H
DOUBLE 5 RANCH 1-5H
DOUBLE 5 RANCH 1-6H
DOUBLE 5 RANCH 1-7H
DOUBLE 5 RANCH 1-9H
DOUBLE 5 RANCH 2-11H
DOUBLE 5 RANCH 2-12H
DOUBLE 5 RANCH 2-18/19H B
DOUBLE 5 RANCH 2-18H
DOUBLE 5 RANCH 2-1H
DOUBLE 5 RANCH 3-12H
DOUBLE 5 RANCH 3-18/19H C
DOUBLE 5 RANCH 3-18H G
DOUBLE 5 RANCH 3-31H
DOUBLE 5 RANCH 4-18H D
DOUBLE 5 RANCH 4-31H
DOUBLE 5 RANCH 5-31H
DOUBLE 5 RANCH 6-31H
DOUBLE 5 RANCH 7-31H
DOUBLE 5 RANCH 8-31H
DOUBLE 5 RANCH WEST 1-12H
DOUBLE 5 RANCH WEST 1-5H
DOUBLE 5 RANCH WEST 1-6H
DOUBLE 5 RANCH WEST 1-7H
DOUGHERTY BROS 1-18H
DOUGHERTY BROS 18_19-14N-8W 2HX
DOUGHERTY BROS 18_19-14N-8W 3HX
DOWNING 1-31H
DRENNAN 1-24
DUANE 32-14-8 1H
DUNCAN 1
DUNCAN 1H-24
DYER 1-12H
DYER 12-13-10 2H
DYER 12-13-10 3H
DYER 12-13-10 4H
DYER 12-13-10 5H
DYER 12-13-10 6H
DYER 12-13-10 7H

DYER 12-13-10 8H
DYER 12-13-10 9H
EAGAN 1-28
EARL B 1-21
EARL B 4-21
EARLES 1-7
EATON 1-27H
EAVENSON 19-19N-2W 1MH
EAVENSON 24-19N-3W 1MH
ED HALEY 15-13N-9W 2H
ED HALEY 15-13N-9W 3H
ED HALEY 15-13N-9W 4H
ED HALEY 15-13N-9W 5H
ED HALEY 15-13N-9W 6H
EDDIE 1-27H
EDEN 1-26H
EDRA 18-15-9 1H
EDWARD 25_36-15N-10W 2HX
EDWARD 25_36-15N-10W 3HX
EDWARD 25_36-15N-10W 4HX
EDWARD 25_36-15N-10W 5HX
EDWARDS 1-26
EDWARDS 30_19-21N-3W 1WHX
EDWARDS 5-3
EDWINA 1-28H
EL RENO 1-35/26H
ELINORE 1-17H
ELINORE 1-18H
ELLIS 1-26
ELLISON 1-24H
ELLISON 24_13-13N-9W 2HX
ELLISON 24_13-13N-9W 3HX
ELLISON 24_13-13N-9W 4HX
ELLISON 24_13-13N-9W 5HX
ELLISON 24_13-13N-9W 7HX
ELLISON 24_13-13N-9W 8HX
ELLISON 3-15H
ELMER 1-21
EMMA 29_20-14N-8W 1H
EMMA GRACE 1-20H
ENGLISH 1
EQUITY 1-7H
ETHEL 1-34H
EUDY 1-36H
EUGENE 18-12-8 1H
EVELYN 1-17H
EVERETT 12_1-15N-11W 2HX
EVERETT 12_1-15N-11W 3HX

EVERETT 12_1-15N-11W 4HX
F OPPEL JR 1-30
F OPPEL JR 2-30
FAITH MARIE 1_36-17N-12W 1HX
FAITH MARIE 36_1-16N-12W 2HX
FAITH MARIE 36_1-16N-12W 3HX
FARNI 5-7 (MERIDIAN)
FARO 17-1H
FARRIS 2-8
FAYE 1-13H
FAYE LEE 1-2
FEDERAL `S` 1
FERDA 21-28N-4W 1WH
FERGUSON 12-19N-16W 1H-R
FERGUSON 2
FERGUSON 3-21
FERGUSON R A 1
FERGUSON R A 1 (CHEROKEE)
FINDLEY 1-29H
FIREFLY 5_8-15N-13W 1HX
FIRESTONE 3
FIRESTONE 4
FITZGERALD 3-36
FLEENOR 5_8_17-15N-10W 3HXX
FLEENOR 5_8_17-15N-10W 4HXX
FLEENOR 5_8_17-15N-10W 5HXX
FLEENOR 8_5-15N-10W 1HX
FLEENOR 8_5-15N-10W 2HX
FLEENOR 9_4-15N-10W 1HX
FORD 1-25
FORD 2-25
FORD 3-25
FORD 4-25
FORNEY, F L 2
FRANCES 1-28
FRANCES 1-9H
FRANKLIN 34-1
FRANS 1-9
FREEMAN, HORTON 1-29
FREEPORT 2-32
FREY 14-10-8 1H
FRIEOUF 1-12MH
FRIEOUF 1-13MH
FRIEOUF 1-18MH
FRIEOUF 1-7MH
FRY 1-7H
FUNCK 1-12H
FUSAICHI PEGASUS 9-4-13-6 3MXH

FUXA 24-19N-4W 1MH
FUXA 25-19N-4W 1WH
FUXA A 24-19N-4W 2MH
FUXA A 24-19N-4W 3WH
FUXA A 25-19N-4W 2MH
FUXA A 25-19N-4W 3WH
FUXA B 24-19N-4W 4MH
FUXA B 24-19N-4W 5WH
FUXA B 25-19N-4W 4MH
GADWALL 27_34-13N-20W 1HX
GADWALL 27_34-13N-20W 2HX
GADWALL 27_34-13N-20W 3HX
GAMBREL 1-17
GAMBREL 2
GAME TRAIL 35-14N-8W 1H
GANDY DANCER 3-13N-8W 1H
GARLAND 27-9N-9W 1H
GARMS 1709 2H-17X
GARMS 1709 3H-17X
GARMS 1709 4H-17X
GARRETT 1-36H
GARRISON 1-17H
GARRISON 1-33
GARRISON 1-33H
GARRISON 1-5H
GARRISON 1-6H
GARY 1-28H
GARY 28-18N-3W 1WH
GEARY 1-2H
GEARY 1-2H (WOODFORD)
GEARY 1-3H
GEIHSLER 5-21N-4W 1WH
GEIHSLER 6-21N-4W 1MH
GEIHSLER 8-21N-4W 1MH
GEIS 1-15N-9W 1H
GEIS 1-15N-9W 2H
GEIS 1-15N-9W 3H
GEIS 1-15N-9W 4H
GEIS 1-15N-9W 5H
GEIS 1-15N-9W 6H
GEIS 1-15N-9W 7H
GEIS 1-21H
GERALD 1-13H NONCONSENT
GERHARDT 1-7
GIESBRECHT 1-26
GILBERT 1-17MH
GILBERT 1-20MH
GILWORTH 1-24(WAS DRENNAN 2-24 (SI)

GIRARD HENRY 2
GLEASON 26-12-9 1H
GOOD 1-21H
GOODEN 1
GOODMAN 1-27
GOODMAN 2-27
GOODMAN 3-27
GOODMAN 4-27
GORDON 1-35H
GORDON 35-14N-10W 2H
GORDON 35-14N-10W 3H
GORDON 35-14N-10W 4H
GORDON 35-14N-10W 5H
GORDON 35-14N-10W 6H
GORDON 35-14N-10W 7H
GORDON 35-14N-10W 8H
GORDON 35-14N-10W 9H
GOURLEY 1-16H
GRACIE 1-27H
GRAVETT 1-26H
GREVING 1-24
GRIFFIN 16_21-16N-11W 1HX
GRIZZLY 36_25-16N-12W 1HX
GTO JUDGE 31_6-19N-18N-16W 1HX
GUFFEY 1-11H
GUINN 1-5H
GUINN 2-10H
GUINN 2-5H
GUINN 3-10H
GUINN 3-5H
GUINN 4-10H
GUINN 5-10H
GURTLER 1-6H
GWARTNEY 11-17
GWARTNEY 1-17
GWARTNEY 12-17
GWARTNEY 13-17
GWARTNEY 2-17
GWARTNEY 3-17
GWARTNEY 4-17
H. C. RYAN 15-18N-6E 1MH
H. C. RYAN 16-18N-6E 1MH
H. H. WILLIAMS 6-21N-4W 1WH
H. H. WILLIAMS 7-21N-4W 1MH
HAAK 17-20N-3E 1WH
HAAK 18-20N-3E 1WH
HAAK 7-20N-3E 1WH
HAAK 8-20N-3E 1WH

HAFFNER 2
HAFFNER 3
HAFFNER 4
HAFFNER PALMER 1
HAJNY 1-4H
HALEY 1-18H
HALEY 2-18H
HALEY 3-18H
HALEY 4-18H
HALEY 5-18H
HALEY 6-18H
HALEY 7-18H
HALEY 8-18H
HALEY 9-13-9 1H
HALEY 9-13-9 2H
HALEY 9-13-9 3H
HALEY 9-13-9 4H
HALEY 9-13-9 5H
HALEY 9-13-9 6H
HALEY 9-13-9 7H
HALEY 9-13-9 8H
HALEY 9-18H
HALL "B" 5-34
HALL 3-27
HALL B 6-34
HALL B 6-34 (DNU)
HALL B 7-34
HALL B UNIT 1
HALL UNIT 1-27 (RED FORK)
HALL UNIT 1-27 (SPRINGER)
HALL UNIT 2-27
HAMBY 1-4
HAMBY 3-4
HAMBY 3-4 (TA)
HAMMER 6-19
HAMMERHEAD 34_27-14N-8W 1HX
HANCOCK 1-36H
HANCOCK 1-36H (WOODFORD)
HANCOCK 36-13N-10W 10H
HANCOCK 36-13N-10W 3H
HANCOCK 36-13N-10W 4H
HANCOCK 36-13N-10W 6H
HANCOCK 36-13N-10W 8H
HANCOCK 36-13N-10W 9H
HANNAH 35-19N-2W 1MH
HANNAH 35-19N-2W 2MH
HANSEN 14-14N-9W 1H
HARE 1-33

HARLAN 1-25H
HARMAN 1-22H
HAROLD 16_9-15N-9W 1HX
HAROLD 16_9-15N-9W 2HX
HAROLD 16_9-15N-9W 3HX
HAROLD 16_9-15N-9W 4HX
HAROLD 16_9-15N-9W 5HX
HARRISON 2-21
HART 2-7
HART 3-7
HART 4-7
HARTING 1-1MH
HARTING 1-36MH
HARTSHORNE 1-6
HARTSHORNE 2-6
HARTSHORNE 3-6
HARTSHORNE 4-6
HARTSHORNE 6-6
HARTSHORNE 7-6
HARVEY 1-11WH
HARWICK 1-1H
HATRIDGE 1-10H
HATRIDGE 1-15H
HATRIDGE 2-10H
HATRIDGE 3H-15E
HATRIDGE 4H-15E
HATTER 1-33H
HAYS 1-28H
HAZEL 1
HAZEL 2
HAZEL 3
HAZEL 4
HEDGES 22-19N-17W 1H
HEILIGER 1-13H
HEILIGER 2-12H
HEIMBACH 1-18H
HEIRONYMUS HEIRS 1-29
HELDERMON 1-10H
HENDERSON 1-15
HENRY GIRARD 1
HENRY GIRARD UNIT 3
HERMAN 03_34-15N-8W 1HX
HERMAN 1-28H
HERMAN 3_34-15N-8W 2HX
HEUPEL 1-27H
HIATT 31-14-22 1H
HICKS 1-21H
HICKS 1-23H

HIGHTOWER 1-8H
HIGHTOWER 1-9H
HILDA 1-4H
HILL 1H-20
HOAR 35-15-11 1H
HOBSON 1-26H
HOBSON 26-13N-9W 2H
HOBSON 26-13N-9W 3H
HOBSON 26-13N-9W 4H
HOBSON 26-13N-9W 5H
HOBSON 26-13N-9W 6H
HOBSON 26-13N-9W 7H
HOBSON 26-13N-9W 8H
HOBSON 26-13N-9W 9H
HODGE FARMS 20-3
HODGES 1-5H
HOEBING 1
HOFMANN 4-11N-8W 1H
HOILE 1-1
HOLDER 1-28H
HOLDER 1-33H
HOLDER 1-34H
HOLDER 2-33H
HOLDER 2-34H
HOLDER 3-33H
HOLDER 3-34H
HOLDER 4-33H
HOLDER 5-33H
HOLDER 6-33H
HOLLOWAY 1-16H
HOLLOWAY 2-16H
HOLLOWAY 3-16H
HOLLY 1-21H
HOLMAN 1-19H
HOPFER 1-17MH
HOPFER 1-20WH
HOPKINS 1-12WH
HOPKINS 1-1MH
HOPKINS 1-6WH
HOPKINS 1-7MH
HOPPER 1-25
HOPPER 2-25
HORNET 16_9-14N-12W 1HX
HORNET 9_16-14N-12W 2HX
HORNET 9_16-14N-12W 3HX
HORNET 9_16-14N-12W 4HX
HORNSILVER 0334-4H
HORSEFLY 13_24-15N-10W 10HX

HORSEFLY 13_24-15N-10W 11HX
HORSEFLY 13_24-15N-10W 2HX
HORSEFLY 13_24-15N-10W 3HX
HORSEFLY 13_24-15N-10W 4HX
HORSEFLY 13_24-15N-10W 5HX
HORSEFLY 13_24-15N-10W 6HX
HORSEFLY 13_24-15N-10W 7HX
HORSEFLY 13_24-15N-10W 8HX
HORSEFLY 13_24-15N-10W 9HX
HORSEFLY 24_13-15N-10W 1HX
HOSTETTER 1-23H
HOWLING WOMAN 1-5H
HUBBARD 2-8
HUDSON 6-18N-1W 1MH
HUNNICUTT 2-30
HUNT 1-25H
HUNT 1-28/33H
HUNTER-TUCKER 2-31
HUTCHINSON 1-26H
HYDRA 29_20-16N-10W 1HX
HYDRA 29_20-16N-10W 2HX
HYDRA 29_20-16N-10W 3HX
IGUANA 11-17N-10W 1H
INDIAN NATIONS 1-19
INDIAN NATIONS 1-30
INEZ SMITH 1-19H
INGRAM 1-7H
INGRAM 2-36
IRON MASK 36_25-14N-8W 1HX
IRWIN 1-36H
IVINS 1-31H
J&D CATTLE 2-5H (TA)
JACKSON 1-11H
JACKSON 1-18H
JACOB 1-10
JACOBS 1-23H
JACOBS 23_14-13N-9W 2HX
JACOBS 23_14-13N-9W 3HX
JACOBS 23_14-13N-9W 4HX
JACOBS UNIT 23_14-13N-9W 5HX
JACOBS UNIT 23_14-13N-9W 7HX
JACOBS UNIT 23_14-13N-9W 8HX
JAMES 1-2H
JAMESON 1-16H
JAMESON 1-18
JAMESON 1-24
JAMESON 1-8H
JAMESON UNIT 1-24

JANE 1-2H
JANICE 1
JANICE 2
JANICE 5-21N-3W 1WH
JANICE 6-21N-3W 1MH
JANICE 7-21N-3W 1 SWD
JARDOT 6_7-18N-3E 1WHX
JEFFERY 7-22N-3E 1WH
JEFFERY 8-22N-3E 1WH
JENNIFER LAUREN 13_24-12N-9W 3MHX
JENNIFER LAUREN 13_24-12N-9W 5WHX
JERRY LEE 27-19N-16W 1H
JIMMIE LEE 1-12H
JKL 4-20N-1E 1WH
JKL 5-20N-1E 1MH
JKL 8-20N-1E 1MH
JKL 9-20N-1E 1WH
JO LYNN 19-22N-3E 1WH
JOAN 1-20
JOANN 1-16H
JOE 1-13H
JOHNNY 1-17H
JOHNSON 1-33H
JONAS 2-23
JONAS 3-23
JONES 30-19N-14W 1H
JORDAN 10_15-14N-9W 1HX
JORDAN 1-23H
JORDAN 1-24H
JORDANOFF 1-7H
JOY 1-28H
JOYCE 1-32 WH (19N-3E)
JOYCE 1-36H
JOYCE 1-5 MH (18N-3E)
JP 1-3H
JUANICE 32-14-22 1H
JUANITA 1-25
JUDITH ANN 1H-2
JUNIOR 1-10H
K C CATTLE 10-24 ATOKA
K C CATTLE 1-24
K C CATTLE 4-24
K C CATTLE 6-24
K C CATTLE 7-24
K C CATTLE 8-24
K C CATTLE 9-24
KAMM 1 NW/4 GAS
KAMM 2-26

KAMM 3-26
KAPPUS 1-23H
KARNS /B/ 1
KARNS UNIT 1
KARSON-KONNER 1
KATHRYN 1-26H
KELLER 35-7
KELLNER 1-6H
KENDALL 1-11
KENDALL 3-10
KENNEDY 1-23H
KENNEDY 1-25H
KENNEDY B-2-32
KENO 27-1
KENT HEIRS B-1-14
KING 1-24H
KING 1-26 COMM
KING 1-32
KING 2-24H
KING 2-25H
KING, R A 2-26
KING, R A 3-26
KING, R A 5-26
KING, R A 6-26
KING-GUTTRY-RIVES (SA) 1H
KIRBY 1-5MH
KIRBY 1-8MH
KIRBY 1-9MH
KIRKPATRICK UNIT 1
KLICKITY KLACK 32-16N-7W 1H
KLICKITY KLACK 32-16N-7W 2H
KLICKITY KLACK 32-16N-7W 3H
KLINNERT 2
KLINNERT 3
KLINNERT 4
KNOX BROMIDE SU
KOERNER TRUST 1-12H
KRAKEN 33_28-16N-10W 1HX
KRAKEN 33_28-16N-10W 2HX
KRAKEN 33_28-16N-10W 4HX
KRAKEN 33_28-16N-10W 5HX
KRAKEN 33_28-16N-10W 6HX
KRAKEN 33_28-16N-10W 7HX
KRAKEN 33_28-16N-10W 8HX
KREHBIEL 1-28H
KREMEIER 1-33H
KUDRON 33-15N-7W 1H
KUNNEMAN 2-R

KUNNEMAN 30-1
KURTZ 1-14H
KURTZ 1-23H
L MILLER 26-28N-4W 1MH
LACKEY UNIT B-A C USW G 1
LACKEY-ALLEN GAS UNIT 1-35
LACY B 1-6
LACY B 3-6
LACY B 3-6 (RECOMP)
LADYBUG 27_22-15N-13W 1HX
LAKE 1-26H
LAKE 1-35H
LAKE 26_35-15N-10W 1HX
LAKE 26_35-15N-10W 2HX
LAKE 26_35-15N-10W 3HX
LAKE 26_35-15N-10W 4HX
LAKE 26_35-15N-10W 5HX
LANCET 1-17
LAUB TRUST 1-2
LAUGHLIN TRUST 1-22H
LAUGHLIN TRUST 22-13N-9W 2H
LAUGHLIN TRUST 22-13N-9W 3H
LAUGHLIN TRUST 22-13N-9W 4H
LAUGHLIN TRUST 22-13N-9W 5H
LAUGHLIN TRUST 22-13N-9W 6H
LAUGHLIN TRUST 22-13N-9W 7H
LAUGHLIN TRUST 22-13N-9W 8H
LAUGHLIN TRUST 22-13N-9W 9H
LAURENE 2-33
LAURENE 3-33
LAVERA 5-18N-3W 1WH
LAVERA 8-18N-3W 1WH
LAWSON 12-13-11 1H
LAYDEN 2-3 (LOWER SPIRO)
LECK 1-16H
LECK 1-17H
LECK 1-20H
LECK 20-13N-9W 2H
LECK 20-13N-9W 3H
LECK 20-13N-9W 4H
LECK 20-13N-9W 5H
LECK 20-13N-9W 6H
LECK 20-13N-9W 7H
LECK 20-13N-9W 8H
LECK 20-13N-9W 9H
LECK 2-17H
LECK 2-28
LECK 3-17H

LECK 4-17H
LECK 4-28H
LECK 5-17H
LECK 6-17H
LECK 7-17H
LECK 8-17H
LECK 9-17H
LEE 1-16H
LEFT HAND WOMAN 1-8H
LEIGH 8-19N-3E 1MH
LEISY 1-17
LEMARR 24-22N-20W 1H
LEMKE 1-25H
LEMKE 25-13N-9W 10H
LEMKE 25-13N-9W 11H
LEMKE 25-13N-9W 2H
LEMKE 25-13N-9W 3H
LEMKE 25-13N-9W 4H
LEMKE 25-13N-9W 5H
LEMKE 25-13N-9W 6H
LEMKE 25-13N-9W 7H
LEMKE 25-13N-9W 8H
LEMKE 25-13N-9W 9H
LENABURG 1-24
LENABURG 2
LENABURG 3-24
LENABURG 4
LENABURG 5-24
LEONA SCHWEITZER 1
LEONA TRUST 1-15N-10W 1H
LEONARD 2-24
LEONARD 4-25
LEONARD 5-25
LEONARD U 1-26
LESLIE 1
LESLIE 2-3
LESPERANCE 1-12C
LESPERANCE 1-12T
LESSLEY 3
LETCHWORTH 26-19N-2W 1WH
LEVI 1-13H
LEVI 1-13H (WOODFORD)
LEWIS 1
LEWIS 1-26 (PA)
LEWIS 2-25
LIGER 24-16N-11W 1H
LIL JAKE 22-18N-3W 1WH
LIL JAKE 23-18N-3W 1WH

LILLIE 1-27H
LIMELIGHT 4_33-11N-8W 2MHX
LIMELIGHT 4_33-11N-8W 3MHX
LINDA 1-7H
LINDY 1-34H
LINGO 1-13H
LINNIA 21-19N-16W 1H
LION 16_9_4-14N-9W 2HXX
LION 16_9_4-14N-9W 3HXX
LION 16_9_4-14N-9W 4HXX
LION 16_9_4-14N-9W 5HXX
LION 16_9_4-14N-9W 6HXX
LION 9_4-14N-9W 1HX
LIPPENCOTT 2-33
LIPPENCOTT 4-33
LISLE 1-31
LISLE 1-9
LISLE UNIT 1
LITTLE 1-36
LITTLE 2-2
LITTLE LEON 3-2
LITTLEJOHN HAZEL 1
LOFTIS 2-6
LONDYN 9_4-14N-11W 2HX
LONDYN 9_4-14N-11W 4HX
LONDYN 9_4-14N-11W 5HX
LONE WOLF 23_26-12N-8W 4MHX
LONE WOLF 35_26-12N-8W 1MHX
LONE WOLF 35_26-12N-8W 2MHX
LONE WOLF 35_26-12N-8W 3MHX
LONG BRANCH 3-20N-2E 1WH
LONG BRANCH 4-20N-2E 1WH
LOOKABAUGH 25_24-15N-11W 1HX
LOOSEN 2-29
LORENZEN UNIT 1 1
LORETTA 1-17
LORETTA 1-28H
LORETTA 16_21_28-14N-9W 2HXX
LORETTA 16_21_28-14N-9W 3HXX
LORETTA 16_21_28-14N-9W 4HXX
LORETTA 16_21_28-14N-9W 5HXX
LORETTA 16_21_28-14N-9W 6HXX
LOUTHAN 2-20N-17W 1H
LOVELL 5-19N-4E 1WH
LOVELL 6-19N-4E 1WH
LOVELL 7-19N-4E 1WH
LOVELL 8-19N-4E 1WH
LUCILE 30-12-8 1H

LUCY 1-24H
MABEL 1
MABEL 1-16
MAD DOG 31_30-14N-11W 1HX
MAIB 1-5H
MAIB 1-6
MAJOR 1
MALLARD 1HX
MAN AHEAD 1-1H
MANNERING J 1
MANSFIELD 1-5
MARCIA 11_2-13N-11W 1HX
MARCIA 1-11H
MARCUS 1-30H
MARGIE 1-26H
MARGIE 1-26H (TA)
MARILYN 4-12-9 1H
MARMOT 19_18-16N-10W 1HX
MARMOT 19_18-16N-10W 2HX
MARMOT 19_18-16N-10W 3HX
MARQUARDT 1-20H
MARRIOTT 1-14H
MARSH 1H-16
MARTHA 1-19H
MARY ANNE 1-14H
MARY LILLIE 35-1
MASON 20-12N-10W 1H
MATTHEWS 1-33H
MATTHEWS 2-14
MATTI BLANCHE 1
MAURINE 1-17
MAVERICK 1-18N-3W 1MH
MAVERICK 36-19N-3W 1MH
MAVERICK 36-19N-3W 2MH
MAX 1-18H
MAXWELL 33 1
MAYALL 1-20H
MAYALL 2-20H
MAYALL 3-20H
MAYORGA 1-36H
MCANINCH 4-28N-4E 1MH
MCANINCH 9-28N-4E 1MH
MCCALLAY 9-17
MCCAMEY 28-19N-17W 1H
MCCANN 1-5H
MCCARTHY 10_3-15N-9W 1HX
MCCARTHY 10_3-15N-9W 2HX
MCCARTHY 10_3-15N-9W 3HX

MCCARTHY 10_3-15N-9W 4HX
MCCARTHY 10_3-15N-9W 5HX
MCCARTHY 10_3-15N-9W 6HX
MCCASLIN 1-2
MCCASLIN 2-2
MCCRARY 1-32
MCCRAY 1-26H
MCCRAY 2-26H
MCCRAY 3-26H
MCCRAY 4-26H
MCCRAY 5-26H
MCCRAY 6-26H
MCCRAY 7-26H
MCCRAY 8-26H
MCCRAY 9-26H
MCDANIEL 1
MCDONALD 1-9H
MCDOUGAL 1-31H
MCGAHEN 1-36
MCINTOSH 1-36MH
MCKINLEY 1-28H
MCLAIN TRUST 2-15H
MCLEMORE 19-18N-3E 1WH
MCNEILL 1-9
MCNEILL 31-19N-2W 1WH
MCNEILL 31-19N-2W 2WH
MCNEILL 31-19N-2W 3WH
MCNEILL 31-19N-2W 4WH
MCPHAIL 2-18H
MEADORS, CLAUDE 2
MEADORS, CLAUDE 4
MEG 19-19N-3W 1WH
MEIER T O 3
MEIER UNIT 1
MENDENHALL 1-32H
MENDLE 1-1H
MERRICK 1-23 (MULE TRAIN)
MERRICK 1-23(STRONG CITY)
MERRICK 1-26
MERRICK 1-26, WALTER
MERRICK 1-27
MERRICK 1-3
MERRICK 1-33
MERRICK 1-34
MERRICK 1-35
MERRICK 1-4
MERRICK 1-9
MERRICK 2-23

MERRICK 2-23 (APACHE)
MERRICK 2-26
MERRICK 2-27
MERRICK 2-3
MERRICK 2-34
MERRICK 2-35
MERRICK 2-4
MERRICK 2-9
MERRICK 3-23
MERRICK 3-27
MERRICK 3-34
MERRICK 4-23
MERRICK 4-34
MERRICK 5-34
MERRICK 6-34 RED FORK
MERRICK, W F 1-22
MEYER 1-19H
MIDNIGHT SUN 27_34-12N-8W 1MHX
MIDNIGHT SUN 27_34-12N-8W 2MHX
MIDNIGHT SUN 27_34-12N-8W 3MHX
MIKLES 1-22
MILDRED MARIE 3-19N-3E 1WH
MILLER 1-11H
MILLER 1-21H
MILLER 1-2H
MILLER 1-35H
MILLER 2-35H
MILLER 3-35H
MILLER 4-35H
MILLER 5-35H
MILLER, TROY 10-2
MILLER-MILLER 2_11-12N-9W 1HX
MILLER-MILLER 2_11-12N-9W 2HX
MILLER-MILLER 2_11-12N-9W 3HX
MILLER-MILLER 2_11-12N-9W 4HX
MILLS 1-11H
MINNIE HA HA 12 4AH
MINNIE HA HA 12_1-15N-10W 1HX
MINNIE HA HA 12_1-15N-10W 2HX
MINNIE HA HA 12_1-15N-10W 3HX
MINNIE HA HA 12_1-15N-10W 4HX
MINSKY 2
MISS MARY 1-2H
ML 6_7-14N-9W 10HX
ML 6_7-14N-9W 11HX
ML 6_7-14N-9W 4HX
ML 6_7-14N-9W 5HX
ML 6_7-14N-9W 6HX

ML 6_7-14N-9W 7HX
ML 6_7-14N-9W 9HX
ML 6-14N-9W 1H
ML 6-14N-9W 3H
MOLER 1-6H
MOLLY GRACE 36_25-17N-11W 1HX
MOON 1-21H
MOON 21_28-15N-12W 2HX
MOON 21_28-15N-12W 3HX
MOON 21_28-15N-12W 4HX
MOON 21_28-15N-12W 5HX
MOONEY 10-25
MOONEY 11-10
MOONEY 12-10
MOONEY 1-23
MOONEY 1-25
MOONEY 1-26
MOONEY 1-35
MOONEY 1H-19
MOONEY 2-23
MOONEY 2-25
MOONEY 2-26
MOONEY 2-35 (REDFORK)
MOONEY 2H-19
MOONEY 3-23
MOONEY 3-24
MOONEY 3-26
MOONEY 3-35
MOONEY 3H-19
MOONEY 4-23
MOONEY 4-26
MOONEY 4-35
MOONEY 4H-19
MOONEY 5-10
MOONEY 5-23
MOONEY 5-26
MOONEY 5-35
MOONEY 5H-19
MOONEY 6-10
MOONEY 6-35
MOONEY 6H-19
MOONEY 7-24
MOONEY 7-35
MOONEY 7H-19
MOONEY 8-24
MOONEY 9-10
MOONEY 9-25
MOONEY A 1-2

MOONEY, H K 6-23
MOONEY, HC 8-25
MOORE 1-10
MOORE 1-15H
MOORE 1-18
MOORE 12-13-23 1H
MOORE 1-26
MOORE 2-10
MOORE 2-33
MOORE 3-33
MOORE 4-10
MOORE 6-15
MOOSE 35_26-16N-12W 2HX
MORNING THUNDER 36-16N-10W 2H
MORNING THUNDER 36-16N-10W 3H
MORNING THUNDER 36-16N-10W 4H
MORNING THUNDER 36-1H
MORRIS UNIT C 2
MOSASAURUS 4-16N-9W 11H
MOSASAURUS 4-16N-9W 12H
MOSASAURUS 4-16N-9W 13H
MOSASAURUS 4-16N-9W 14H
MOSASAURUS 4-16N-9W 1H
MOSASAURUS 4-16N-9W 2H
MOSASAURUS 4-16N-9W 3H
MOSASAURUS 4-16N-9W 4H
MOSASAURUS 4-16N-9W 5H
MOSASAURUS 4-16N-9W 6H
MOSASAURUS 4-16N-9W 7H
MOSASAURUS 4-16N-9W 8H
MOSASAURUS 4-16N-9W 9H
MOSELEY 10-20
MOSELEY 1-1H
MOUDRY TRUST 1-34H
MULLEN 32-15N-9W 1H
MULLEN 32-15N-9W 2H
MULLEN 32-15N-9W 3H
MULLEN 32-15N-9W 4H
MULLEN 32-15N-9W 6H
MULLEN 3-29
MURRAY 1-12
MURRAY 3-12
MURRAY SE/4 2-12
MUSE 1-31H
MYWAY 1H-26
NADINE 1-24H
NANCY 21-13N-9W 1H
NASH 1-16H

NASH 2-16H
NASH 3-16H
NASH 4-16H
NEELY 1-21H
NETTIE 1-34H
NEWELL 1-31
NEWTON 17-20N-4E 1WMH
NEWTON 7-20N-4E 1MH
NEWTON 8-20N-4E 1MH
NICHOLS 1-16H
NICHOLS 1-21H
NICHOLS 2-16H
NIDA 22-21N-1E 1WH
NIELSEN 1-16H
NILES 1-10
NILES 1-9
NISTLER 1-18
NITZEL 1-24H
NORMA 1-23H
NORTHSTAR 0706 1H
NORTHSTAR 7_6-16N-8W 2HX
NORTHSTAR 7_6-16N-8W 3HX
NORTHSTAR 7_6-16N-8W 4HX
NORTHWOODS 26 4AH
NORTHWOODS 26_35-16N-9W 2HX
NORTHWOODS 26_35-16N-9W 3HX
NORTHWOODS 26_35-16N-9W 5HX
NORTHWOODS 26-16N-9W 1H
NUCKOLS 1-31H
O'BRIEN 9-2 (F/K/A GATES 9-2)
OKLAHOMA STATE 1-21H
OLD CROW 1-5H
OLD MAN 1-9H
OLD RICKY'S RIDGE 31_30-14N-7W 1HX
OLDFIELD 1-1H
OLIVE LEE 1H-22
OLLIE 14-13N-7W 1H
OLTMANNS 1-20N-3E 1WH
OMER 1-30H
OPITZ 1-26
OPLOTNIK 1-34MH
OPPEL 1-1H
OPPEL BOB 1
OSPREY 19-16N-7W 1H
OSWALD 1-8
OTTER 1-12H
OTTER 16-16N-12W 1H
OTTER CREEK 29 1

OTTO 31_30_19-15N-9W 3HXX
OTTO 31_30_19-15N-9W 4HXX
OTTO 31_30_19-15N-9W 5HXX
OTTO 31_30-15N-9W 2HX
OTTO 31_30-15N-9W 6HX
OTTO 31-15N-9W 1H
PALMER 1-25
PAMELA 15-19N-16W 1H
PANGBURN 1-6H
PARKER 1-1H
PARKER 1-6H
PARKER 1-7H
PARKER 2-1H
PARKER 2-7H
PARKER 28_33-15N-10W 2HX
PARKER 28_33-15N-10W 3HX
PARKER 28_33-15N-10W 4HX
PARKER 28_33-15N-10W 5HX
PARMLEY 10-21N-1E 1WH
PARMLEY 3-21N-1E 1WH
PARTON 1-3
PASQUALI 1-17H
PASQUALI 1-8H
PASQUALI JOE 1-17 (TA)
PATRICIA 1-4H
PAUL KUNNEMAN 1
PAYNE ANDY 2-9
PEACH 1-19MH
PEACH 1-20WH
PEACH 1-29MH
PEARSON 1-24H
PEARSON 1-25H
PEARSON 2-25H
PEGASUS FUSAICHI 9-4-13-6 2MXH
PEGGY 1-16H
PENWRIGHT 3-6
PERCY H S 2-16
PERDUE 1
PERDUE 2
PETTIT 2-31
PETTIT 3-31
PETTIT 4-31
PETTIT 5-31-COMM
PHENIX 27_22-16N-11W 1HX
PHENIX 27-16N-11W 2H
PHENIX 27-16N-11W 3H
PHILLIPS 1-34H (NONOP)
PHYLLIS 1-8H

PICKAROON 11 4AH
PICKAROON 11_2-15N-10W 2HX
PICKAROON 11_2-15N-10W 3HX
PICKAROON 11_2-15N-10W 4HX
PIERCE 1-12H
PIERCE 7_6-15N-11W 2HX
PINKERTON 1-22
PINKERTON 1-29H
PINKERTON 23-16N-12W 1H
PLEMONS 36-11N-25W 1H
PLUMMER 1-4/9H
POLECAT 1-10MH
POLECAT 1-14MH
POLECAT 1-15MH
POLLOCK 3
PONY EXPRESS 27 1H
PONY EXPRESS 27-16N-9W 2H
PONY EXPRESS 27-16N-9W 3H
PONY EXPRESS 27-16N-9W 4H
PORCUPINE 34_27-16N-12W 1HX
PORK CHOP 3_34-14N-11W 4HX
PORK CHOP 3_34-14N-11W 5HX
PORK CHOP 3_34-14N-11W 6HX
PORK CHOP 3-14N-11W 3H
PORTER 32-13-8 1H
POST 13-18N-2W 1WH
POST 18-18N-1W 1WH
POST 22-1
POST ROAD-CAROL 28 3H
POSTLEWAIT 1-17MH
POSTLEWAIT 1-7MH
POTICHNY 2-33
POTICHNY 3-33-T
POWERS 1-6
PRESERVE 27-16N-8W 1H
PRIMA 10_03-14N-6W 1HX
PRIVOTT 17_20-16N-9W 1HX
PRIVOTT 17_20-16N-9W 2HX
PRIVOTT 17_20-16N-9W 3HX
PRIVOTT 17_20-16N-9W 4HX
PRIVOTT 17_20-16N-9W 5HX
PRIVOTT 17_20-16N-9W 6HX
PRUCHA 1-23MH (TA)
PUMP HOUSE 32 1AH
PUMP HOUSE 32 1H
PUMP HOUSE 32 2H
PUMPHOUSE 32_29-16N-9W 1HX
PURMAN WILSON 1

PURVINE 1-7H
PYLE 1-6
R GORDON 1-36H
R GORDON 36-14N-10W 2H
R GORDON 36-14N-10W 3H
R GORDON 36-14N-10W 4H
R GORDON 36-14N-10W 5H
R GORDON 36-14N-10W 6H
R GORDON 36-14N-10W 7H
R GORDON 36-14N-10W 8H
R GORDON 36-14N-10W 9H
RAFTER J RANCH 1-5H
RAINS 1-30
RAINS 5-20N-2E 1MH
RAINS 8-20N-2E 1MH
RALSTON 1-31H
RAMMING 1-29H
RAMSEY 1-5
RAMSHORN 1102 4AH
RANDALL LINDA 1
RANDALL LINDA 2
RANDY 1-15H
RATCLIFF 1-7
RATCLIFF 4-18 (MIDCON)
RATLIFF 11-13-10 6H
RATLIFF 11-13-10 7H
RATLIFF 11-13-10 8H
RATLIFF 11-13-10 9H
RATLIFF 1-11H
RATLIFF 2-11H
RATLIFF 3-11H
RATLIFF 4-11H
RATLIFF 5-11H
RAUH 1-32H
REBA 1A-13H
RED SQUARE 16-14N-9W 1H
REDBUD 7_6-15N-12W 1HX
REDTAIL 13-15N-8W 1H
REDTAIL 13-15N-8W 2H
REDTAIL 13-15N-8W 3H
REDWOOD 21_28_33-15N-11W 3HXX
REDWOOD 21_28_33-15N-11W 4HXX
REDWOOD 21_28_33-15N-11W 5HXX
REDWOOD 21-15N-11W 1H
REDWOOD 21-15N-11W 2H
REED 1-21H
REED 1-22H
REED 2-21H

REED 3-17
REEDER 2-14H
REESE 1-1H
REGENA 1-24H
REIMERS 1-19H
REIMERS 1-30H
REIMERS 19-13N-9W 2H
REIMERS 19-13N-9W 3H
REIMERS 19-13N-9W 4H
REIMERS 19-13N-9W 5H
REIMERS 19-13N-9W 6H
REIMERS 19-13N-9W 7H
REIMERS 19-13N-9W 8H
REIMERS 19-13N-9W 9H
REIMERS 2-19
REIMERS 2-30H
REIMERS 3-30H
REIMERS 4-30H
REIMERS 5-30H
REIMERS 6-30H
REIMERS 7-30H
REIMERS 8-30H
REIMERS 9-30H
RENBARGER 1-30H
RENBARGER 30_19-14N-9W 2HX
RENBARGER 30_19-14N-9W 3HX
RENBARGER 30_19-14N-9W 4HX
RENBARGER 30_19-14N-9W 5HX
RENBARGER 30-14N-9W 6H
REUPERT 1-20MH
REUPERT 1-21MH
RHINO 8_5-14N-9W 1HX
RHINO 8_5-14N-9W 2HX
RHINO 8_5-14N-9W 3HX
RHINO 8_5-14N-9W 4HX
RHINO 8_5-14N-9W 5HX
RHINO 8_5-14N-9W 6HX
RICHARDSON 1-2H
RICKER 1-32H
RICKER 32-14N-9W 2H
RICKER 32-14N-9W 3H
RICKER 32-14N-9W 4H
RICKER 32-14N-9W 5H
RICKER 32-14N-9W 6H
RICKER 32-14N-9W 7H
RICKER 32-14N-9W 8H
RICKY'S RIDGE 21_16-15N-8W 1HX
RIDENOUR 2-31

RINCON 14-3H
RINGER 17-18N-2W 1MH
RINGER 20-18N-2W 1MH
RINGER 21-18N-2W 1WH
RM 2-18N-2W 1WH
RM 2-18N-2W 2MH
ROADRUNNER 6_7-16N-7W 1HX
ROARK 4-19
ROBBINS 1-28H
ROBEDEAUX 33-22N-1E 1MH
ROBERT 1-5
ROBERT MOORE 1-A
ROBERTS 1-23H
ROBERTSON 1-3H
ROCK ISLAND 1-5
ROCK ISLAND 1-8
ROCK ISLAND 2-5
ROCK ISLAND 2-8
ROCK ISLAND 3-5 L (SPIRO)
ROCK ISLAND 4-5
ROCK ISLAND 5-5
RODNEY 1-10H
ROER 1-8H
ROER 8-13-9 2H
ROER 8-13-9 3H
ROER 8-13-9 4H
ROER 8-13-9 5H
ROER 8-13-9 6H
ROER 8-13-9 7H
ROER 8-13-9 8H
ROER 8-13-9 9H
ROGERS 1-26H
ROGERS 1-31H
ROGERS TRUST 1-25H
ROHWER 14-14-9 1H
ROLAND 1-35H
RON SCHWEITZER 1
ROOF 1-19
ROOF 2-19
ROSEMARY 1-16H
ROSS 1-35H
ROSSANDER 32-20N-4E 1WH
ROSSANDER 33-20N-4E 1WH
ROTHER 1-24H
ROTHER 1-5H
ROTHER 24-13N-10W 2H
ROTHER 24-13N-10W 3H
ROTHER 24-13N-10W 4H

ROTHER 24-13N-10W 5H
ROTHER 24-13N-10W 6H
ROTHER 24-13N-10W 7H
ROTHER 24-13N-10W 8H
ROTHER 24-13N-10W 9H
ROTT 1
ROUNDS 5-3
RUMLEY 2-22
RUMLEY MARIE 2-15
RUNNING WOMAN 1-19H
RUNYAN 1-18H
RUSS 1-4H
RUSSWORM UNIT 1
RUSSWORM UNIT 2
RUTH CANON 1-14H
SAFARI 0706 3AH
SAFARI 7_6-15N-8W 4HX
SAFARI 7_6-15N-8W 5HX
SAFARI 7_6-15N-8W 6HX
SAFARI 7_6-15N-8W 7HX
SANDER 36-21N-18W 1H-R
SARA 1-30
SARAH DUDLEY 1-10H
SARAH DUDLEY 2-10H
SARAH DUDLEY 3-10H
SARAH DUDLEY 4-10H
SARAH JONES 1H-31
SARKEY 2-4
SASSEEN 1-23H
SCHERER B-1-34
SCHIEBER 16-28N-4E 1MH
SCHIEBER 21-28N-4E 1MH
SCHROEDER 33-19N-3E 1MH
SCHROEDER 34-19N-3E 1MH
SCHROEDER 4-18N-3E 1MH
SCHUELER 1-14H
SCHWEINLE 1-3
SCOTT 1
SCOTT 1-22H
SCOTT 13_24-16N-10W 2HX
SCOTT 13_24-16N-10W 3HX
SCOTT 13_24-16N-10W 5HX
SCOTT 13_24-16N-10W 6HX
SCOTT 24_13-16N-10W 1HX
SCOTT M 1-31
SCOTT M 2-31
SCOTT, DON 1-29
SCOTT, LEE 3-31

SCOTT-BENEDA 1-29
SEBRANEK 1-21N-3W 1WH
SEEMS 11_2-13N-9W 2HX
SEEMS 1-11H
SELLS 1-25H
SELVIDGE, DOYLE 1
SELVIDGE, DOYLE 2-15
SEQUOIA 11_2-15N-12W 1HX
SEYLER 1-9H
SHADID 3-16
SHADID 4-16L (RED FORK)
SHADID 4-16T (MORROW)
SHANGRI-LA 25_24-15N-8W 1HX
SHANGRI-LA 25_24-15N-8W 2HX
SHANGRI-LA 25_24-15N-8W 3HX
SHANGRI-LA 25_24-15N-8W 4HX
SHANGRI-LA 25_24-15N-8W 5HX
SHARRY 1-16H
SHARRY 16_21-13N-10W 1HX
SHARRY 16_21-13N-10W 2HX
SHARRY 16_21-13N-10W 3HX
SHARRY 16_21-13N-10W 4HX
SHARRY 16_21-13N-10W 5HX
SHELBY 24_13-19N-16W 1HX
SHEPHERD 1-30
SHERRILL-DANIELS 1-25
SHOCKEY 5-23
SHORTNECK 1-5
SHOWBOAT 10_3-16N-9W 10HX
SHOWBOAT 10_3-16N-9W 11HX
SHOWBOAT 10_3-16N-9W 12HX
SHOWBOAT 10_3-16N-9W 2HX
SHOWBOAT 10_3-16N-9W 3HX
SHOWBOAT 10_3-16N-9W 5HX
SHOWBOAT 10_3-16N-9W 6HX
SHOWBOAT 10_3-16N-9W 7HX
SHOWBOAT 10_3-16N-9W 8HX
SHOWBOAT 10_3-16N-9W 9HX
SHOWBOAT 1003 1AH
SHREVE 34-19N-3E 2WH
SIDEWINDER 33-17N-10W 1H
SIDNEY 27-16N-10W 1H
SIMBA 12-14N-8W 1H
SIMON 1-1
SKIPPER 1510 3AH
SKIPPER 1510 4AH
SKIPPER 1510 4H
SLATON 1-30H

SMILODON 29-16N-9W 1H
SMILODON 29-16N-9W 2H
SMILODON 29-16N-9W 3H
SMILODON 29-16N-9W 4H
SMILODON 29-16N-9W 5H
SMITH 1-14WH
SMITH 1-17H
SMITH 1-19
SMITH 1-23MH
SMITH 1-29H
SMITH 1-3H
SMITH 2-19
SMITH 29_20-14N-9W 2HX
SMITH 29_20-14N-9W 4HX
SMITH 29_20-14N-9W 5HX
SMITH 29_20-14N-9W 7HX
SMITH 29-14N-9W 3H
SMITH, J E 2-26
SMITH, J E 26-3
SONOYTA 23_26-17N-10W 2HX
SONOYTA 23_26-17N-10W 3HX
SONOYTA 2623 3AH
SPANGLER 1-8
SPARKS 1-3
SPHINX 26_23-16N-11W 1HX
SPILLMAN 1-20N-1E 1MH
SPILLMAN 12-20N-1E 1MH
SPILLMAN 6-20N-2E 1WH
SPILLMAN 7-20N-2E 1WH
SPRAGUE 1-10H
SPRAGUE 1-15H
SPRAGUE 3-15H
STANGL 1-35
STANGL 2-15N-9W 1H
STANGL UNIT 2-15N-9W 2H
STANGL UNIT 2-15N-9W 3H
STEELE 1-27H
STEINER 2-19 (ATOKA)
STEINER 2-19 (SKINNER)
STEPHENSON 1-28H
STIDHAM 1-20
STINCHCOMB 1-27H RD
STINCHCOMB 1-34H
STINE 2-4-C
STINE 3-4
STINSON 1-33H
STORMY 36-1-20N-2W 1WHX
STOVER 1-13H

STRANGE 1-29
STRANGE 2-29
STROUD 1
STROUD 4-14-9 1H
STRUNK 1-21H
STURGEON 1-16H
SULLINS 1-21N-1E 1MH
SULLINS 12-21N-1E 1MH
SULLINS 6-21N-2E 1MH
SUMMERS 2-33H
SUN UP 29-14N-6W 1H
SUNDOWN 12-4AH
SUNDOWN RANCH 1-7H
SUNDOWN RANCH 2-7H
SUNDOWN RANCH 3-7H
SUNDOWN RANCH 4-7H
SUNDOWN RANCH 5-7H (FRY 1-7H)
SUTER 1-33H
SWEETGUM 24_13-15N-12W 1HX
SWEETIN 1-12
SYSUM 1-13N-10W 2H
SYSUM 1-13N-10W 3H
SYSUM 1-13N-10W 4H
SYSUM 1-13N-10W 5H
SYSUM 1-13N-10W 6H
SYSUM 1-13N-10W 7H
SYSUM 1-13N-10W 8H
SYSUM 1-13N-10W 9H
SYSUM 1-1H
TECH 1-7
TECH TRUST 1-8
TECH TRUST 2-8
TED 30-13N-8W 1H
TED 30-13N-8W 2H
TED 30-13N-8W 3H
TED 30-13N-8W 4H
TED 30-13N-8W 5H
TED 30-13N-8W 6H
TED 30-13N-8W 7H
TED 30-13N-8W 8H
TED 30-13N-8W 9H
TEDESCO 1
TEMPLE 1-34H
TERESA 1-29H
TERRI GROVE 1-32
THE DUCA 13_24-12N-9W 2MHX
THE DUCA 13_24-12N-9W 4WHX
THE SLOT 14-13N-8W 1H

THIELE 27-21N-1E 1WH
THIELE 28-21N-1E 2MH
THIELE 33-21N-1E 1WH
THIELE 34-21N-1E 1WH
THIELE UNIT A 10
THOMAS 8-21N-1E 1WH
THOMASON 15-20N-3E 1MH
THOMASON 22-20N-3E 1MH
THOMPSON 1-33H
THOMPSON 33-14N-9W 2H
THOMPSON 33-14N-9W 3H
THOMPSON 33-14N-9W 4H
THOMPSON 33-14N-9W 5H
THOMPSON 33-14N-9W 6H
THOMPSON 33-14N-9W 7H
THORNTON-RAILEY 1-20
THREE SISTERS 1-21H
THREE SISTERS 31 1AH
THREE-M 1
THUNDER-ROTHER 30-15N-9W 1H
THURMOND 14-13-24 1H
TIGER SWALLOWTAIL 7_6-15N-13W 1HX
TILL 1-27H
TIPTON 1-33H
TOLAR 1-33H
TOLAR 1-4H
TOM HORN 7-13-9 10H
TOM HORN 7-13-9 11H
TOM HORN 7-13-9 4H
TOM HORN 7-13-9 5H
TOM HORN 7-13-9 6H
TOM HORN 7-13-9 7H
TOM HORN 7-13-9 8H
TOM HORN 7-13-9 9H
TOMCAT 1-12H
TOMLINSON UNIT 1
TOMMY 1-9H
TRACI 1-29H
TREADAWAY 1-34H
TRIM UNIT 1
TRINITY 33-16N-11W 1H
TRIPLE J 1-2H
TROTTER 1-18H
TROY 1-22H
TROY 8-2
TURPIN 1-6H
UNBEHAUEN 23-28N-5W 1MH
UNBEHAUEN 24-28N-5W 1MH

UNBEHAUEN 25-28N-5W 1MH
UNBEHAUEN 26-28N-5W 1MH
US STEEL `B` UNIT 2
VARGAS 10-20N-1E 1MH
VARGAS 11-20N-1E 1MH
VARGAS 2-20N-1E 1WH
VARGAS 3-20N-1E 1MH
VAVERKA 1-26MH
VELMA 1-13
VERNON REUTER 1-21
VICKI 1-27
VICKI 2-27
VICKREY 3-30
VIERSEN 21-17N-11W 1H
VIGNERY 1A-29H
VIRGINIA LEE 10-19N-16W 1H
VITEK 1-13MH (20N-2E)
VITEK 1-24MH (20N-2E)
VIVIAN 1-17H
VOISE 1-10WH (21N-2E)
VOISE 1-3MH (21N-2E)
VOORHIES 34-12-9 1H
WALBAUM 2-11
WALBAUM 3-11
WALDO 1-18H
WALKER 1-19
WALKER 1-3H
WALKER 2-24
WALKER 3-24
WALKER 4-24
WALKER 5-24
WALKER 6-24
WALKING WOMAN 5-13N-9W 1H
WALKING WOMAN 5-13N-9W 2H
WALKING WOMAN 5-13N-9W 3H
WALKING WOMAN 5-13N-9W 4H
WALKING WOMAN 5-13N-9W 5H
WALKING WOMAN 5-13N-9W 6H
WALKING WOMAN 5-13N-9W 7H
WALKING WOMAN 5-13N-9W 8H
WALTER HINKLE 3
WANDA 32-13N-8W 1H
WANDA 32-13N-8W 2H
WANDA 32-13N-8W 3H
WANDA 32-13N-8W 4H
WARREN 1-29H
WEDMAN 1-29H
WELMAR 1-10H

WEST 1-28H
WETTANGLE 1-30H
WHEELER 1-18H
WHEELER 1-7H (MORROW)
WHEELER 1-7H (WOODFORD)
WHISKEY JACK 23_14-15N-7W 2HX
WHISKEY JACK 23_14-15N-7W 4HX
WHISKEY JACK 23_14-15N-7W 5HX
WHISKEY JACK 2314 1H
WHISTLE PIG 10 4AH
WHITE 1-22
WHITE 1-24H
WHITNEY 1-34
WHITNEY 2-34
WHITNEY 4-34
WIDGES 28-16N-7W 1H
WIDNEY 1-35H
WIEDEMANN 1-31H
WIGINGTON 1-8H
WIGINGTON 8_5-14N-11W 4HX
WIGINGTON 8_5-14N-11W 5HX
WIGINGTON 8_5-14N-11W 6HX
WILDCARD 2215-1H
WILE 1-20H
WILEY 1-31
WILLENE 1-11H
WILLIAMS 1-18
WILLIAMS 1-23MH (21N-4W)
WILLIAMS 2-29
WILLIAMSON 2-12N-9W 1H
WILLIAMSON 2-12N-9W 2H
WILLOW 12_1-15N-12W 1HX
WILLS 1-17H
WILMA 1-16H
WILSON 1-4
WILSON 2-8
WILSON 3-8
WIMBERLY 1-10H
WIMBERLY 2-10H
WIMBERLY 3-10H
WIMBERLY 4-10H
WIMBERLY 5-10H
WIMBERLY 6-10H
WINN DON 2-35
WINNEY 1-5H
WINNEY 1-8H
WION 1-29H
WJ GOODEN ETAL 1

WOODALL 1-5H
WOODARD 1-33H
WRIGHT 1-13H
WROBBEL 27-1
YAGER 1-31H
YAGER 31-13N-9W 2H
YAGER 31-13N-9W 3H
YAGER 31-13N-9W 4H
YAGER 31-13N-9W 5H
YAGER 31-13N-9W 6H
YAGER 31-13N-9W 8H
YAGER 31-13N-9W 9H
YONDER 05 4AH
YORK 1-2H
YOST 1
YOST 15-20N-2E 1MH
YOST 16-20N-2E 1WH
YOST 2
YOST 2-15N-10W 1H
YOST 3
YOST 4
YOUNG UNIT
ZETA 20-1
ZINGER 31-1HR

Exhibit 7

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

Kunneman Properties LLC, on behalf of itself and all others similarly situated, Plaintiff, v. Devon Energy Corp., et al., Defendants.	Case No. 26-CV-__-___

CLASS ACTION COMPLAINT

Kunneman Properties LLC ("Plaintiff" or "Kunneman"), on behalf of itself and the Class of all other persons similarly situated, file this Class Action Complaint against Devon Energy Corporation and Devon Energy Production Company, L.P. (collectively, "Devon"), and alleges and states as follows:

SUMMARY OF ACTION

1. Plaintiff and the Class bring claims against Devon concerning Devon's actual, knowing and willful underpayment or non-payment of royalties on natural gas and/or constituents of the gas stream produced from wells through improper accounting methods (such as not paying on the starting price for gas products but instead taking improper deductions) and by failing to account for and pay royalties, all as more fully described below.

JURISDICTION AND VENUE

2. This Court has original jurisdiction over the claims asserted in this complaint pursuant to 28 U.S.C. § 1332(d) because this is a class action in which the amount in controversy

exceeds the sum of $5,000,000, and because members of the class and Defendants are citizens of different states.

3. This Court has personal jurisdiction over Devon because it operates in Oklahoma and because it distributes oil-and-gas proceeds across Oklahoma. Plaintiff and Defendants have also agreed to the filing of this action in this District.

4. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to this claim occurred in, or a substantial part of property that is the subject of this action is situated in, this District, and because Plaintiff and Defendants have agreed to venue in this District.

PARTIES

5. Plaintiff is a citizen of Texas. Plaintiff owns royalty interests in Devon operated wells that produce gas.

6. Devon Energy Corporation is a corporation organized under Delaware law with its principal place of business in Oklahoma and may be served with process by serving its registered agent, The Corporation Company, 1833 S. Morgan Road, Oklahoma City, OK 73128.

7. Devon Energy Production Company, L.P., a wholly owned subsidiary and instrumentality of Devon Energy Corporation, is a limited partnership organized under Oklahoma law with its principal place of business in Oklahoma and may be served with process by serving its registered agent, The Corporation Company, 1833 S. Morgan Road, Oklahoma City, OK 73128.

8. The typical royalty payment is between 1/8th and 3/16th of a well's revenue.

9. Devon and its affiliated predecessors, successors, and current and past employees, agents, representatives, attorneys, or others acting on their behalf and all those to whose prior leasehold interests they have succeeded and for whom they are legally liable whether by merger, assignment, or otherwise shall herein collectively be known as "Defendant" or "Devon."

10. The acts charged in this Class Action Complaint as having been done by Devon were authorized, ordered, or done by officers, agents, affiliates, employees, or representatives, while actively engaged in the conduct or management of Devon's business or affairs, and within the scope of their employment or agency with Devon.

CLASS ACTION ALLEGATIONS

11. Plaintiff brings this action on behalf of itself and as a class action pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of the following class (the "Class"):

> All non-excluded persons or entities who are royalty owners in Oklahoma wells who received royalty payments from Devon for the Claim Period for the Class Wells operated by Devon. The Class claims relate to royalty payments for gas and its constituents (such as residue gas, natural gas liquids, helium, nitrogen, or drip condensate).
>
> Excluded from the Settlement Class are: (1) Devon, its affiliates, predecessors, and employees, officers, and directors; (2) agencies, departments, or instrumentalities of the United States of America or the State of Oklahoma; (3) publicly traded oil and gas companies and their affiliates; (4) Fortis Sooner Trend, LLC, Fortis Minerals II, LLC, FMII STM, LLC, Sooner Trend Minerals, LLC, Phenom Minerals, LLC, Charles David Nutley, Danny George, Dan McClure, Kelly McClure Callant, C. Benjamin Nutley, White River Royalties, LLC, and their relatives, affiliates, successors, and assigns; (5) persons or entities that Plaintiff's counsel may be prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct; (6) any Indian tribe as defined at 30 U.S.C. § 1702(4) or Indian allottee as defined at 30 U.S.C. § 1702(2); and (7) officers of the Court.

12. The Claim Period means checks, remittances, or payments to Settlement Class Members by Devon for royalty payments on natural gas or its constituents for the Class Wells from January 1, 2013, through and including December 31, 2025.

13. The members of the Class are so numerous and geographically dispersed that joinder of all members is impracticable.

14. Devon operates or has operated hundreds, if not thousands, of Class Wells that produce gas. Devon holds a working interest in these Wells, with at least one, and usually multiple, royalty owners for each well.

15. Devon has within its possession or control records that identify all persons to whom it (including affiliated predecessors and those for whom it is legally responsible) has paid royalties from Class Wells during the Claim Period.

16. The questions of fact or law common to Plaintiff and the Class include, without limitation, one or more of the following:

a. Whether the Plaintiff and members of the Class are beneficiaries of the implied Marketable Condition Rule (MCR), which requires Devon to sever the gas from the ground and to prepare the gas for market at Devon's sole expense?

i. If so, whether: 1) the Midstream Costs of gathering, compression, dehydration, treatment, and processing (GCDTP) are costs associated with preparing the gas for market such that none of them should have been deducted from royalties but all of them were; or 2) whether the market for gas occurs before GCDTP are incurred such that the Class's claim is only for excessive deductions of Midstream Costs?

b. Whether Devon paid royalty to Plaintiff and members of the Class for all valuable constituents coming from their wells and which inured to Devon's benefit either: 1) through credit toward the Midstream Costs; or 2) by contractual consideration in-kind to a midstream company (such as drip condensate, helium, liquefied nitrogen, some percentage of residue, some percentage of fractionated NGLs, plant fuel, or FL&U)?

c. Whether Devon (including any of its affiliates) paid royalty to Plaintiff and members of the Class based on a starting price below what Devon or its affiliates received in arm's-length sales transactions?

d. Can class-wide damages be calculated for Plaintiff's theories of liability?

17. Plaintiff is typical of other class members because Devon pays royalty to Plaintiff and other Class members using a common method. Devon pays royalty based on the net revenue Devon receives under its gas contracts which terms royalty owners do not know or approve. The

contracts are for services necessary to place the gas and its constituent parts into marketable condition so they can be sold into recognized, active, and competitive commercial markets.

18. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff is a royalty owner to whom Devon pays royalty. Plaintiff understands its duties as Class representative. Plaintiff has retained counsel competent and experienced in class action and royalty owner litigation.

19. This action is properly maintainable as a class action. Common questions of law or fact exist as to all members of the Class, and those common questions predominate over any questions solely affecting individual members of such Class. There is no need for individual Class members to testify in order to establish Devon's liability to or damages sustained by Plaintiff and members of the Class.

20. Class action treatment is appropriate in this matter and is superior to the alternative of numerous individual lawsuits by members of the Class. Class action treatment will allow a large number of similarly situated individuals to prosecute their common claims in a single forum, simultaneously, efficiently, and without duplication of time, expense and effort on the part of those individuals, witnesses, the courts, and/or Devon. Likewise, class action treatment will avoid the possibility of inconsistent and/or varying results in this matter arising out of the same facts. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action and no superior alternative forum exists for the fair and efficient adjudication of the claims of all Class members.

21. Class action treatment in this matter is further superior to the alternative of numerous individual lawsuits by all or some members of the Class. Joinder of all Class members would be either highly impracticable or impossible. And the amounts at stake for individual Class members, while significant in the aggregate, would be insufficient to enable them to retain

competent legal counsel to pursue claims individually. In the absence of a class action in this matter, Devon will likely retain the benefit of its wrongdoing.

GAS INDUSTRY BACKGROUND

22. The members of the Class own royalty interests in wells that produce gas and constituents that are transformed into marketable products and sold into the established commercial markets for those products.

23. Devon's method for calculating royalty to the members of the Class is subject to uniform accounting procedures and implied marketable product law.

24. Oklahoma law requires the lessee to bear all of the costs of placing gas and its constituents into "Marketable Condition" products.

25. Gas and its constituent parts are marketable products only when they are in the physical condition to be bought and sold in a commercial marketplace.

26. Only after a given product is marketable does a royalty owner have to pay its proportionate share of the reasonable costs to get a higher enhanced value or price for that particular product.

The Lessor-Lessee Relationship

27. The lessor owns minerals, including oil and gas; the lessee has the money, labor, and know-how to extract, condition, and market those minerals. The lessor and lessee enter into a lease that allows the lessee to take the minerals from the lessor's land. The usual revenue split from a well was 1/8th to the lessor (royalty owner) and 7/8ths to the lessee. As the risk of finding oil and gas has diminished over time, due to the prevalence of wells delineating the field, better seismic technology, and increased efficiency of drilling rigs, royalty owners on more recent leases have received 3/16th or even 1/4th of the revenue.

28. But, the oil and gas companies have used undisclosed internal accounting practices to try to keep for themselves as much of the well revenue as possible. These accounting practices are at the heart of every oil and gas royalty case.

29. Rather than adopting transparency in its royalty calculation formula, Devon, like most lessees, has guarded its production and accounting processes as confidential or proprietary, thereby, depriving the royalty owners of information necessary to understand how Devon calculates royalties. Consequently, the royalty owner is unaware of the lessee's actual practices, thereby enabling the lessee to breach the oil and gas lease without accountability.

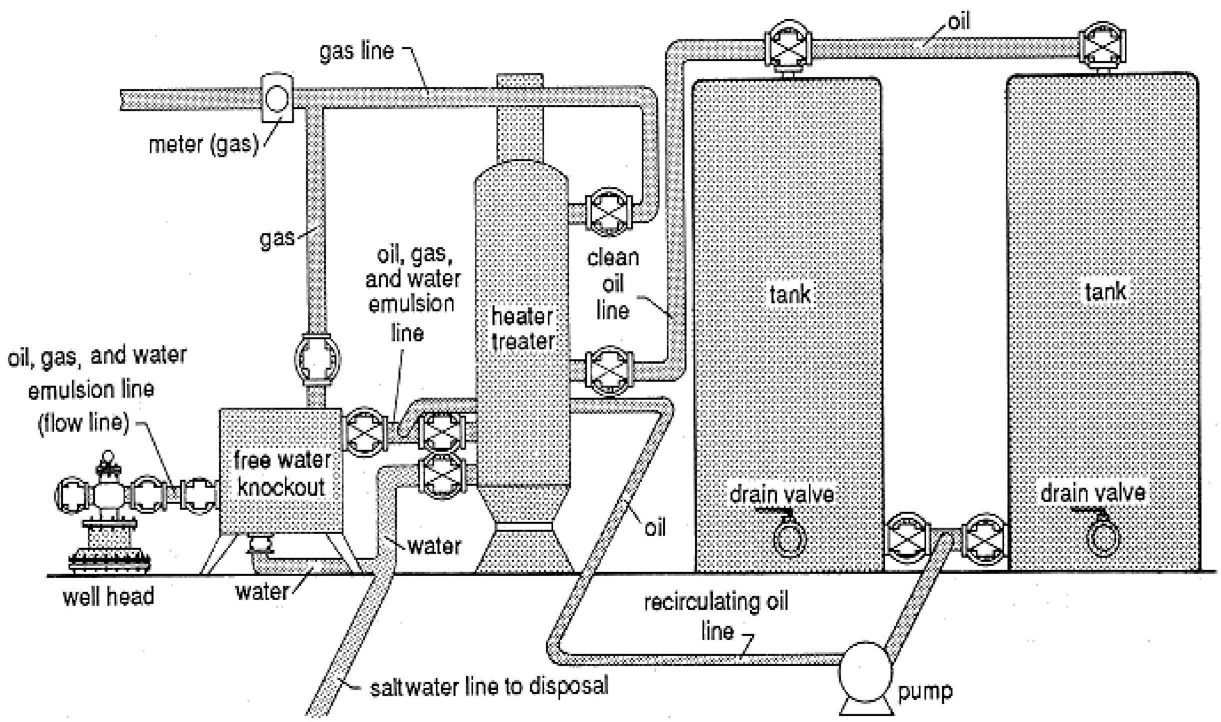
30. If and when one or more of the royalty owners learn of the "breach," the royalty owner has only three—all poor—options: (1) confront the lessee and maybe get paid while the lessee continues to retain improperly garnered gas revenues from thousands of other unknowing royalty owners; (2) do nothing since the "breach" only results in a modest yearly loss and the expense of individual litigation would exceed the recovery, if any; or (3) file a class action lawsuit which will persist for years and probably will not recover the full loss. In short, if the lessee breaches, it may never be held accountable; and if a royalty owner complains, the lessee will still come out ahead because an individual case is not worth much and a class action rarely requires 100% repayment to royalty owners plus-prejudgment interest, plus attorneys' fees and expenses. The class action is the best of the three options, hence the filing of this class action lawsuit.

Residue Gas, Helium, Nitrogen and Natural Gas Liquids Production

31. The gas is gathered from each well, dehydrated and compressed, through underground gathering lines crossing many miles of land to processing plants where the raw gas is transformed into two primary products--methane and fractionated natural gas liquids ("NGLs"). Once homogenized as fungible products, the residue gas and NGLs are sold in the commercial market.

Wellhead (Basic Separation and Gas Measurement)

32. The diagram below illustrates the gas conditioning process.



See http://www.kgs.ku.edu/Publications/Oil/primer13.html

33. Wells produce oil, gas, and a host of other products, such as water, helium, nitrogen, etc., all mixed together in the gas stream.[1] After the stream comes out of the ground, it enters the free water knockout (a/k/a three-phase separator) which separates the products by gravity, water at the bottom, oil in the middle, and gas going out the top. Due to the low technology, the separator is not expensive (the "separation cost"). The gaseous mixture (with helium, nitrogen, NGLs, and other gaseous substances) passes from the separator into the gas line.[2] The remaining fluid goes

[1] Hydrocarbons can vary in chemical makeup (from simple methane to complex octane) and in form (from pure gaseous state to liquid condensate). The non-hydrocarbon makeup of the well-stream that includes natural gas can also include gases such as helium, sulfur, carbon dioxide, and nitrogen. This mixture of many gaseous elements and substances is often referred to as the "gas stream" or just "gas".

[2] A minute portion of this raw gas may be used on a few leased lands to heat the farm house pursuant to a free gas clause in the lease. Although title to the gas sometimes is purportedly

through the heater-treater where heat, gravity segregation, chemical additives and electric current break down the mixture more clearly in oil and water. The heater-treater is installed, maintained and takes fuel to operate (the "heater-treater cost"). The water is drained off and sent for salt water disposal. The oil that is separated at the wellhead is collected in a tank, usually trucked out and sold (the payment of oil royalties is not at issue in this lawsuit).

34. Since production over time depletes the pressure of a well, on rare occasion, on-lease compressors are installed to suction gas out of the well or to move the gaseous mixture down the gathering lines. But when they are installed, their use requires fuel (the "on-lease compression" or "vacuum compression" cost).

35. The gaseous mixture produced from a single well cannot be processed economically, so the mixtures from many wells are "gathered" together through gathering lines and delivered to a processing plant for transformation into marketable products and sale into commercial markets. This results in a gathering cost (G). The below diagram provides an overview of the midstream services deduction process. Devon does not improperly deduct from royalty any of the costs before the gathering line inlet.

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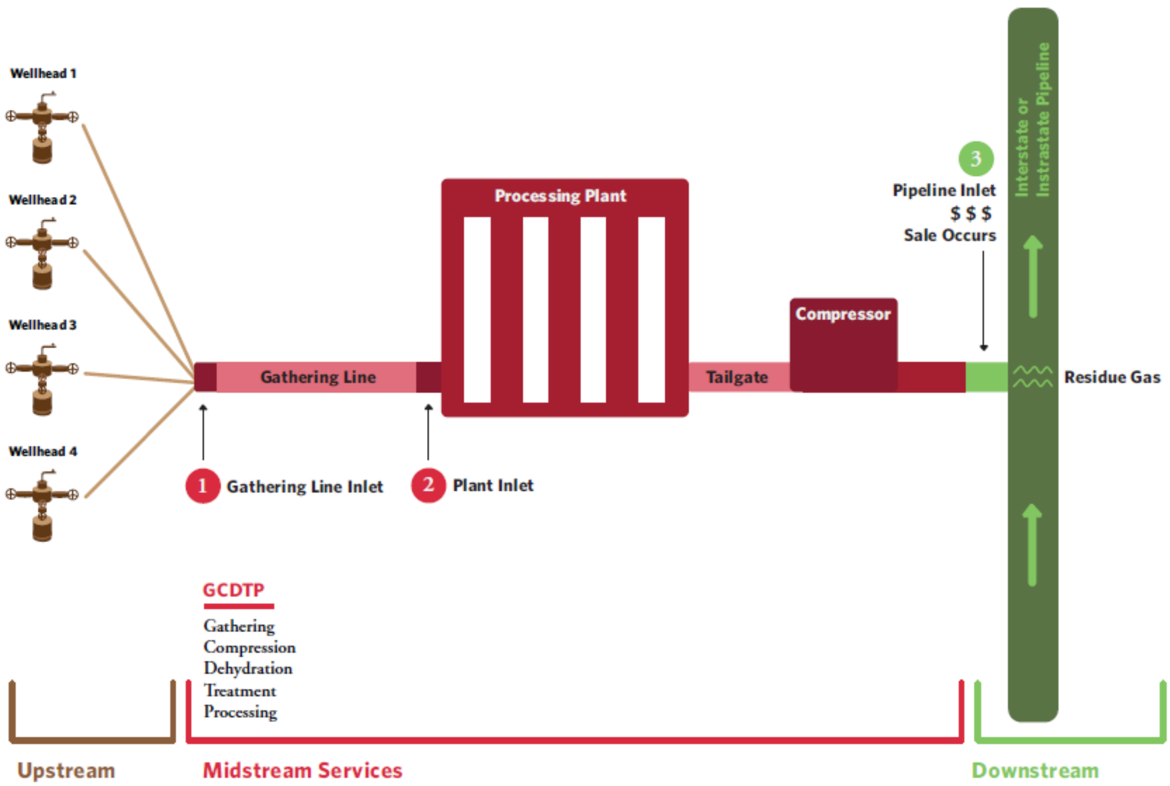
transferred, this is not a true sale. Some producers sell less than 3% of the raw gas to a local irrigator during the summer months for agricultural purposes, but this is not the economic market for which the wells are drilled.

Midstream Services (GCDTP) Deductions



36. As the gaseous mixture from each well enters the gathering line, it flows into a meter run where the mixture is measured for both volume (in Mcf) and quality (Btu content) (combined, "gas measurement," in MMBtu). The meter run must be constantly maintained to record accurate measurements.

37. Gathering pipelines are usually made of metal that could be corroded by water vapor (and other corrosive gases) in the gaseous mixture, so a glycol dehydrator is used to remove the water vapor. This results in a dehydration cost (D).

38. Gas will not move downstream from the well unless it is pressurized sufficiently to overcome the in-line back pressure and friction in the gathering line. So large gas compressors are

installed to move the gas from the gathering line inlet to the processing plant. These compressors are expensive and require fuel to operate. This results in a compression cost (C).

39. The gathering pipelines themselves cost money to lay and maintain, though most have been in place for decades. Gas condensate (gas condensed into liquid as it cools and is pressurized) ("Drip Condensate") is collected at points along the gathering lines as a result of cleaning or "pigging the line" and is captured for fractionation and sale later. Generally lessees pay no royalty on the revenue generated from the sale of the drip condensate.

40. Finally, gathering lines leak, especially as they age, resulting in lost and unaccounted for gas ("L&U"). Lessees pay no royalty on the volume of L&U.

Natural Gas Processing

41. Once a sufficient amount of the gas mixture from multiple wells (and often from multiple gathering systems) is gathered, the mixture enters the inlet of the processing plant where the mixture will be transformed into methane and mixed NGLs.

42. Lessees, such as Devon, use gas processing plants that either they or a third party own. Usually an unrelated third party owns the processing plant but the plant may also be owned in whole or in part by a lessee.

43. The plant removes impurities that remain in the mixture, such as carbon dioxide, nitrogen, or sulfur, before the mixture can be processed. This incurs a "treatment cost" (T)).

44. The final cost, processing (P), involves services to transform the gas mixture into methane gas (also called "residue gas"), NGLs raw make, and in the Panhandle of Oklahoma, crude helium.

a. Methane must meet the quality standards for long-haul pipeline transmission set by the Federal Energy Regulatory Commission ("FERC") which is called "pipeline quality gas".

b. The raw make NGLs are used as a feedstock in the petrochemical and oil refining industries; they are a more valuable commodity than methane. To separate the NGLs from the gaseous mixture, they are cooled to temperatures lower than minus 150°F (the "Cryogenic or cooling process"). The NGLs move into a liquids pipeline and processed by a fractionator into their marketable products: ethane; propane; butanes; and pentanes plus. In the gas contracts, this process incurs a "T&F" or "fractionation" fee, even though lessees sometimes give away the NGLs in keep-whole agreements as consideration for other services the midstream company provides.

c. Helium is processed into Grade A helium at new processing plants or into crude helium (contaminated with nitrogen) at older plants which is then processed into Grade A helium at a nearby helium processor (often a few hundred feet away).

45. This total processing system involves expensive equipment and requires fuel to operate (collectively, the "processing charge" and/or "plant fuel"). Lessees do not pay royalty on plant fuel, even though it comes from Class Wells.

46. At the tailgate of the processing plant, at least two products emerge: (1) residue gas (or methane gas); and, (2) NGLs (usually a mixture of NGLs, known as "raw make" or "Y" grade). In helium rich production areas, Grade A or crude helium, along with liquefied nitrogen also emerges. But none of these products are commercially marketable at that point.

Marketable Condition for the Products

47. *Methane Gas*. Methane gas (or residue gas) is commercial quality (a/k/a "pipeline quality") at the tailgate of the processing plant only after it is further pressurized to enter the transmission line by a booster compressor (the "booster compression" cost).

48. *NGLs*. The raw mixture of NGLs at the tailgate of the processing plant is not commercially marketable. It must be fractionated into commercially marketable products – ethane,

propane, butane, isobutene, natural gasoline, etc. In computing royalty for NGLs, Devon improperly deducts processing fees and/or other costs (such as transportation and fractionation, T&F) needed to reach commercially marketable fractionated NGLs.

49. *Drip Condensate*. Drip Condensate is recovered on the gathering lines and at the inlet to the processing plant, and is essentially in marketable condition when collected.

50. *Other Products*. In some areas of the country (e.g., in the Hugoton Field, which stretches across Southwest Kansas, the Oklahoma Panhandle, the Texas Panhandle, and into parts of Wyoming), helium is produced in commercial quantities and recovered, along with liquefied nitrogen. Other areas of the country produce sulfur and carbon dioxide in commercial quantities. When such products are available in commercial quantities, processing and treatment plants recover these valuable constituents but lessees pay little or nothing to the royalty owners. Royalty owners should be paid for the gas and all constituents taken.

Sale of Products

51. To turn the marketable products into money, the producer sells them (or contracts to have them sold) in the commercial market place in an arm's length transaction. No money exchanges hands until the residue gas is sold at the Index pool, the fractionated NGLs at OPIS, and any other marketable products at the prices established by their respective commercial markets. Lessees attempt to obscure this fact with self-serving language in gas marketing contracts about title transfer or even by creating a wholly owned affiliate to manufacture a fictitious "sale" before the gas reaches commercial quality for sale.

52. The "starting price" for gas products is always achieved, as it must be, at a commercial market price. All of the gas contracts express the commercial market price in one of two ways: (a) a market price, called an "Index" price for residue gas and "OPIS" price for fractionated NGLs, or (b) a "weighted average sales price" or "WASP" achieved at the same

residue Index market or OPIS market. The difference stems from Devon's market power to, over time, obtain above "Index" or "OPIS" price in its arm's length sale. Whichever starting price is used in an arm's length transaction, that price is the highest and best reasonable price for the valuable gas products. If Other Products are also produced, they are and must be also priced in a commercial market.

53. Affiliate gas contracts are not arm's-length sales in a commercial market. Instead, the later arm's-length sale by the affiliate in the commercial market is the true sale that should be used as the "starting price" for marketable condition gas products.

a. Some lessees contract with affiliated gathering companies or other affiliated gas service providers before the products (residue gas and/or NGLs) are in Marketable Condition in an effort to: (1) artificially, and improperly, create a commercial market where none truly exists so they may justify deducting costs from royalty, or not paying for all of the gas or constituent products produced; (2) charge "marketing fees" to royalty owners even though the lessee is already obligated under the lease to prepare the gas for market and market the gas and constituent products; and/or (3) pay on the lower lessee/affiliate sale price and not the higher affiliate/third party price.

b. WASP involves a pool of sales transactions to third parties (and/or affiliates) and combines the prices paid by those third parties (and/or affiliates) to arrive at a "weighted average sales price." Lessees can manipulate this process by using lower lessee/affiliate sales prices for part of the pool price, rather than all third party arm's length sale prices.

54. Fictitious "sales" (also known as sham sales or conditional sales) are created by lessees in an effort to pass off a non-commercial market sale as if it should be the starting point for

royalty payments. But none of these efforts comport with economic reality or are in good faith with respect to royalty owners. For instance:

a. Anything of value can be sold at any place and in any condition.

b. Gas and other minerals can and are routinely sold in the ground, but they are not in marketable condition.

c. Gas could be sold at the bottom of the hole when it is severed from the surrounding rock and enters the downhole pipe. Although a contract driller might be willing to accept some percentage of the future sale of oil or gas in the real marketplace as compensation for his drilling services, that agreement does not make the transaction a real market sale.

d. Gas could be sold "at the wellhead" when the gas is severed from the surface. Although a contract operator might be willing to accept some percentage of the future sale of oil or gas in the real marketplace as compensation for his well operating services, that transaction does not make it a real market sale.

e. Gas also could be sold at the gathering line inlet when the gas enters the gathering line and changes custody. Although a contract gatherer might be willing to accept some percentage of the future sale of gas in the real marketplace as compensation for his gathering services, that transaction does not make it a real market sale.

f. Gas also could be sold at the processing plant inlet when the gas changes custody to the processing plant. Although a contract processor might be willing to accept some percentage of the future sale of gas in the real marketplace as compensation for his processing services, that transaction does not make it a real market sale.

g. The lessee could simply pay for all of these services with monetary fees or in-kind contributions of all or part of the valuable constituents. But the structure of the transaction does not change the fact that the services are necessary to prepare the gas and valuable constituents for the first real sale into the commercial market – Index or OPIS.

h. Nor does a contract saying title transfers at a custody transfer point create a sale of marketable products in a real commercial market. Some gas contracts with Midstream companies that provide GCDTP services purport to do that, but other parts of the gas contract demonstrate that it is a poorly attempted legal sleight of hand as (i) the risk of loss that usually passes with a true title transfer and market sale does not happen; (ii) the cost of future downstream services that usually passes with a true title transfer and market sale does not happen; (iii) the starting price that would occur with a true title transfer and market sale does not happen. Indeed, the paper title transfer is unnecessary to receiving the Midstream services as the gas could (and sometimes does) receive the exact same Midstream services without the paper title transfer.

i. All of the gas contracts implicitly recognize this paper title transfer fiction, as the starting price for gas products always is at the Index and OPIS market pool as previously described.

j. Midstream services providers are not buyers and resellers of raw gas. They are service providers that convert raw gas into pipeline quality gas so it can enter the Index or OPIS market pools. Indeed, they are called Midstream servicers, not Midstream purchasers.

Different Ways Devon Underpays Royalty Owners

55. The extraordinarily large dollars at stake and the one-sided nature of the gas lessor-lessee relationship are constant temptations to lessees to wrongfully retain gas revenues. All payment formulas, all affiliate and non-affiliate contractual relationships, and all calculations are firmly kept in the exclusive control of lessees, *and* they involve undisclosed accounting and operational practices. As a result, there are many ways that royalty owners are underpaid on their royalty interests, and they never know it. The common thread through all of these schemes is that they are typically buried in the internal lessee accounting systems or royalty-payment formulas.

56. Devon represents the royalty calculation on the form of a monthly check stub it sends each royalty owner. The check stub shows each royalty owner's interest and taxes (which are not in dispute here), and volume, price, deductions, and value, all of which are disputed.

57. Devon underpays royalty to Plaintiff and other Class Members in one or more of the following ways:

a. Residue Gas. The starting price paid for residue gas should be an arm's length, third party market sales price for residue gas at pipeline quality. All of Devon's gas contracts will show this to be true. But, instead of paying on that gross competitive price, Devon pays on a net price after directly taking or allowing midstream companies to indirectly take Midstream Services deductions (both monetary fees and in-kind volumetric deductions).

b. NGLs. The starting price paid for fractionated NGLs should be an arm's length, third party market sales price for ethane, propane, normal butane, iso-butane, and pentane plus (a/k/a natural gasoline). All of Devon's gas contracts will show this to be true. But instead of paying on that gross competitive price, Devon pays royalty (i) for only some of the NGLs produced (some is lost and unaccounted for in the gathering process, lost in plant fuel or compression fuel); (ii) after deducting processing fees and expenses (often keeping in-kind a Percentage of the Proceeds ("POP") of the fractionated NGLs as payment for the processing services); and, (iii) after reducing payment by T&F.

c. Drip Condensate. Plaintiff and Class Members' wells produce heavy hydrocarbons that condense in the pipeline. Devon (or a third-party on behalf of Devon (gatherers and/or processors)) recovers those hydrocarbons for sale. Devon fails to pay any royalty for that Drip Condensate.

d. Other Products. Helium is contained in the well-stream produced from Plaintiff's and many Class Members' wells, but Devon: (i) fails to pay royalty for all of the helium produced (some is lost and unaccounted for in the gathering and processing process); (ii) deducts processing fees and costs even though the helium is not yet in commercial grade; and (iii) pays at a lower than commercial Grade A price. Often times, Devon does not pay any royalty at all for Helium, for liquid nitrogen, or other products taken from Plaintiff's and the Class Members' wells.

e. Affiliate Transactions. Devon entered into non-arm's-length transactions with its midstream affiliates, the terms of which were designed to deprive Plaintiff and the Class Members of their rightful royalties, while simultaneously generating unlawful profits for Devon.

ACTUAL, KNOWING AND WILLFUL
UNDERPAYMENT OR NON-PAYMENT OF ROYALTIES

58. The underpayment and non-payment of royalties are done with Devon's actual and willful knowledge and intent.

59. In fact, Devon settled a class action with identical claims.

60. However, Devon continued to improperly pay royalty for the time period after the claims released in the class settlement agreement.

61. In addition, Devon is well familiar with the fact that many other producers in Oklahoma have resolved the same claims for hundreds of millions, if not billions, of dollars or have changed their royalty payment practices to cease improperly deducting.

62. Nevertheless, Devon continues its improper payment practices with actual and willful knowledge and intent.

COUNT I – BREACH OF LEASE

63. Plaintiff and the Class incorporate by reference the allegations in all other paragraphs of this Complaint as if fully set forth in this section.

64. Plaintiff and the other Class Members entered into written, fully executed, oil and gas leases with Devon, and those leases include implied covenants requiring Devon to prepare the gas and its constituent parts for market at Devon's sole cost. The leases also place upon Devon the obligation to properly account for and pay royalty interests to royalty owners under the mutual benefit rule and good faith and fair dealing.

65. At all material times, Plaintiff and the Class have performed their terms and obligations under the leases.

66. Devon breached the leases, including the implied covenants, by its actions and/or inactions in underpaying royalty or not paying royalty on all products sold from the gas stream.

67. As a result of Devon's breaches, Plaintiff and the Class have been damaged through underpayment of the actual amounts due.

COUNT II – BREACH OF FIDUCIARY DUTY

68. Plaintiff and the Class incorporate by reference the allegations in all other paragraphs of this Complaint as if fully set forth in this section.

69. The Class members have interests in Oklahoma wells that have been unitized under 52 Okla. Stat. §§ 287.1-287.15 and/or 52 Okla. Stat. § 87.1.

70. A fiduciary duty was created and vested when Devon (or its predecessor in interest) requested and received unitization orders from the Oklahoma Corporation Commission pursuant to those statutes.

71. Devon is the unit operator by appointment from the Oklahoma Corporation Commission for Class members.

72. Devon breached its fiduciary duty to the Class members by failing to properly report, account for, and distribute gas proceeds to the Class members for their proportionate royalty share of gas production.

73. As a direct and proximate result of Devon's conduct in breaching its fiduciary duties, Class members are entitled to recover actual damages.

74. Plaintiff and the Class are also entitled to and seek pre-judgment interest, post-judgment interest, attorneys' fees from the common fund, expenses, and costs.

COUNTS III, IV, AND V – FRAUD, DECEIT, AND CONSTRUCTIVE FRAUD

75. Plaintiff and the Class incorporate by reference the allegations in all other paragraphs of this Complaint as if fully set forth in this section.

76. Devon made uniform misrepresentations and/or omissions on the monthly check stubs sent to Class members reflecting the wrong volume and price, and not detailing all of the monetary fee and in-kind volumetric deductions.

77. As set forth above, Devon made a material representation that was false and/or omitted to state one or more material facts needed to make what was stated not misleading. Devon knew when the material representations were made on the check stubs that the statements were false or misleading and/or at least made recklessly without any knowledge of their truth, or made the statements with the intent that Plaintiff and the Class would rely on them. Plaintiff and the Class Members did rely on and/or are legally presumed to have relied upon these uniform written representations as being truthful and accurate, when they were not. Plaintiff and the Class Members suffered injury and were underpaid as a result.

78. Devon also concealed or failed to disclose facts about the price, volume, value, various products produced, and deductions, which Devon had a duty to disclose to avoid presenting half-truths or misrepresentations.

79. Devon undertook the duty to properly account by making the statements in check stubs on a monthly basis to royalty owners. By speaking on the issue, Devon had a duty to make full and fair disclosure of all relevant facts. This is especially so because Devon had superior and/or specialized knowledge and/or access to information when compared to royalty owners.

80. Devon knew that its representations or omissions on the monthly check stubs were at least ambiguous and created a false impression of the actual facts to the royalty owners.

81. Devon knew the facts were peculiarly within Devon's knowledge and that the Class was not in a position to discover the facts pertaining to the proper volume, values, and constituents coming from their wells. Accordingly, having spoken on the subject matter, Devon had a duty to

make full and fair disclosure of all material facts such that its statements were not misleading, but did not.

82. Devon was deceitful by suggesting, as a fact, that the volume, price, value and other statements were as set forth on the monthly check stubs when those statements were not true. Devon knew the statements were not true, had no reasonable grounds for believing they were true, or gave only such information as was likely to mislead for want of the communication of the non-disclosed facts.

83. The misrepresentations and omissions were intentionally made. They were intended to suggest that the price was a third party commercial price without hidden deductions, the volumes were accurately measured without volumetric deductions, and that deductions would be shown on the check stub when in fact they were not.

84. By creating and mailing misleading check stubs to the Class, Devon has fraudulently and deceitfully misled the Class into believing that the Class Members had been paid on the full value of the production from their wells.

85. Devon acted intentionally or recklessly in disregard of the rights of Plaintiff and the Class Members, on a uniform basis, by not properly paying royalty owners, by deceiving them with check stubs that were misleading, and by failing to correct Devon's royalty payment practices after being sued multiple times for underpaying royalties such that punitive damages should be awarded and that Devon acted intentionally and with malice toward Plaintiff and the Class Members subjecting Devon to punitive damages.

86. As a direct and proximate result of Devon's deceit and fraud, Plaintiff and the Class were underpaid monthly for royalties and are entitled to recover actual and punitive damages.

87. In addition, the money wrongfully obtained by Devon as a result of what should have been paid to Plaintiff and the Class should be held in constructive trust along with monetary interest for Plaintiff and the Class.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for an Order and Judgment against Devon as follows:

a. That the Court determine that this action may be maintained as a class action and direct that reasonable notice of this action be given to members of the Class;

b. Appointing Plaintiff as the class representative, and Plaintiff's Counsel as class counsel;

c. Awarding Plaintiff and the Class damages for actual damages for breach of lease, and interest at the highest allowable rate (such as lawful, equitable, or internal rate of return), as well as compensatory and punitive damages for breach of fiduciary duty, fraud, deceit, and constructive fraud;

d. Granting Plaintiff and the Class the costs of prosecuting this action together with reasonable attorney's fees out of the recovery;

e. Granting such other relief as this Court may deem just, equitable and proper.

DEMAND FOR JURY TRIAL

Plaintiff requests a jury trial on all matters so triable.

Respectfully Submitted,

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