

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

**KEVIN L. JETER, JOE A. JETER,  
BARBARA LUCAS, JAMES H. MILLER,  
SHARON RIGSBY MILLER, LARRY  
SMITH, and JANICE SUE PARKER,  
Individually and as Class Representatives  
on Behalf of All Similarly-Situated  
Persons,**

**Plaintiffs,**

**and**

**JAMES D. ENLOE, CARLOYN R.  
ENLOE, and SCOTT BAILY,  
Individually and as Class Representatives  
on Behalf of All Similarly-Situated  
Persons,**

**Consolidated Plaintiffs,**

**v.**

**BULLSEY ENERGY, INC., CEP MID-  
CONTINENT L.L.C., KRS&K, an  
Oklahoma Partnership, GASHOMA,  
INC., PURGATORY CREEK GAS,  
INC., REDBIRD OIL, an Oklahoma  
Partnership, WILD WEST GAS, LLC,  
WHITE HAWK GAS, INC.,  
FOUNTAINHEAD, LLC, ROBERT M.  
KANE, LOUISE KANE ROARK, ANN  
KANE SEIDMAN, MARK KANE,  
PAMELA BROWN, and GARY  
BROWN**

**Defendants/Consolidated Defendants,**

**Case No. 12-CV-411-TCK-PJC  
BASE FILE**

**Consolidated with:  
Case No. 15-CV-455-TCK-PJC**

## **SETTLEMENT AGREEMENT**

This Settlement Agreement including all exhibits attached to this Settlement Agreement (this "Agreement") is entered into as of the 29th day of September, 2017, by and between the Plaintiff Class Representatives (as defined below in paragraph 1.4), on behalf of themselves and as representatives of the Settlement Class (as defined below in paragraph 1.23), and the Defendants (as defined below in paragraph 1.6).

### **RECITALS**

- A. *Whereas*, Plaintiffs filed two actions in the United States District Court for the Northern District of Oklahoma, which two actions have been consolidated as case numbers 12-CV-411-TCK-PJC and 15-CV-455-TKC-PJC (referred to herein as the "Class Lawsuit");
- B. *Whereas*, the Plaintiffs, on behalf of themselves and as representatives of a putative class, have asserted various claims against the Defendants in the Class Lawsuit and have alleged that the Court should certify a class of similarly-situated royalty owners, appoint the class representatives to serve as the representatives of the proposed class, and have requested the Court to designate their legal counsel in the Class Lawsuit as counsel for the Settlement Class ("Class Counsel");
- C. *Whereas*, the Plaintiffs and their counsel have conducted substantial discovery, research, document review and analysis concerning the various issues, claims and damages asserted in this case, including, but not limited to, depositions, retention of consultants, the review and analysis of thousands of pages of documents comprising leases, division orders, pooling agreements, and check stubs, and analysis of substantial databases of royalty revenue and production information;

- D. *Whereas*, Defendants have adamantly denied the Plaintiffs' various claims and assertions and have vigorously defended against them;
- E. *Whereas*, two of the named plaintiffs (defined below as "Class Representatives) and their counsel (defined below as "Class Counsel") have determined that it would be in their best interests and the interests of the putative class members to enter into this Agreement;
- F. *Whereas*, Class Representatives and Class Counsel believe that further prosecution and defense of the Class Lawsuit would be protracted and expensive and, having taken into account the uncertainty and risks inherent in any such litigation, have determined that it is desirable to compromise and settle all claims in the Class Lawsuit with respect to the settlement class described in this Agreement;
- G. *Whereas*, the Class Representatives, on behalf of themselves and as representatives of the Settlement Class, and Defendants have worked to resolve their differences, and have elected to settle those differences under the terms of this Agreement rather than litigating their respective positions to conclusion; and
- H. *Whereas*, the parties intend by this Agreement to resolve claims of the Settlement Class against the Released Parties (as defined below) in accordance with the terms of this Agreement, and the parties have agreed to the certification of a class, for settlement purposes only, in order to fulfill and implement the terms of this settlement.

*Now, therefore*, the Class Representatives (on behalf of themselves and as representatives of the Settlement Class), the Settlement Class, the Class Counsel and Defendants, in consideration of the execution of this Agreement, the mutual promises contained herein, the benefits to be received hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties to this Agreement, hereby agree as follows:

**Article I.**

**DEFINITIONS**

The following terms and phrases shall have the following meanings under the provisions of this Agreement, whether used in the singular or plural, and whether in the possessive or non-possessive:

1.1 **Administration Expenses** shall mean the reasonable expenses incurred by Class Counsel and/or the Settlement Administrator pursuant to the Plan of Allocation and Distribution, which is attached hereto as Exhibit A, and any further orders of the United States District Court for the Northern District of Oklahoma (the "Court"), which relate to the administration of this settlement. Such expenses shall include costs incurred by Class Counsel and/or the Settlement Administrator in connection with the following:

- (a) Efforts incurred by Class Counsel or the Settlement Administrator to identify the names and addresses of Settlement Class members;
- (b) Mailing and publication of the Notice of Settlement to the Settlement Class (including, but not limited to, the cost to print the Notices, mail the Notices, and publish the Notices);
- (c) Effectuation of the Plan of Allocation and Distribution (including, but not limited to, the cost to print and mail Distribution Checks);
- (d) Fees and expenses associated with the establishment and maintenance of the Jeter Settlement Account referenced below;
- (e) Fees and expenses of the Settlement Administrator; and
- (f) Costs of preparing and mailing Distribution Checks to members of the Settlement Class at the time specified in this Agreement.

The Administration Expenses shall all be borne by, and paid from, the Settlement Proceeds.

1.2 **Affiliate**, whether capitalized or not, shall mean any entity that directly or indirectly (through one or more intermediaries) controls, or is controlled by, or is under common control with one or more of the Defendants. As used in this definition, "controls" and "controlled" mean the ability to direct or cause the direction of the management and policies of another entity, whether by contract, ownership, voting rights, or otherwise.

1.3 **Agreed Future Royalty Payment Methodology** shall mean the royalty methodology to be utilized in calculating royalty payments for a period of ten (10) years from the date the Judgment becomes Final and Non-Appealable to all Class Members owning royalty interests in the Class Wells, and will consist of calculating a royalty price equal to the Southern Star (Mid-Continent) Index Price in effect at the beginning of each month (the "Index Price") and subtracting therefrom (i) 5% of the Index Price for compression, (ii) 10% of the Index Price for fuel and shrinkage, and (iii) the lesser of 30% of the Index Price or \$0.60 for gathering; provided, however, during any month during the ten-year period referenced hereinabove in which the Index Price equals or exceeds \$4.00, the calculation referenced in item (iii) shall be calculated as the lesser of 30% of the Index Price or \$0.41 for gathering. The resulting calculated price will be the price upon which royalties will be paid to all Class Members in the Class Wells. If, at any time during the ten (10)-year period during which the Agreed Future Royalty Payment Methodology is in effect, there no longer exists a Southern Star (Mid-Continent) Index Price, Bullseye Energy, Inc. ("Bullseye"), or its successor-in-interest, may substitute another index price which, in Bullseye's or its successor-in-interest's best reasonable judgment, is comparable to said Index Price.

1.4 **Class Counsel** shall mean Robert Burton.

1.5 **Class Counsel Fees and Expenses** shall mean (a) payment to Class Counsel of fees, costs and expenses in an amount to be determined by the Court; (b) payment of a Class Representatives' fee in an amount to be determined by the Court; and (c) payment of expert and consulting fees and expenses and litigation expenses, all in amounts to be determined by the Court. Within three (3) business days from and after the date the Judgment becomes Final and Non-Appealable, Defendants' counsel will join with the Class Counsel in advising the Settlement Administrator that it is authorized to pay the amount or amounts of Class Counsel's Fees and Expenses that the Court awards from the Settlement Proceeds.

1.6 **Class Representatives** shall mean Kevin L. Jeter and Joe A. Jeter.

1.7 **Class Wells** shall mean the oil and gas wells that are referenced in the definition of the Settlement Class, as set forth below in this Agreement. A list of the wells that are currently believed to comprise the Class Wells is set out on Exhibit E, attached hereto.

1.8 **Defendants** shall mean Bullseye , CEP Mid-Continent, LLC ("CEP"), KRS&K, an Oklahoma Partnership, Gashoma, Inc., Purgatory Creek Gas, Inc., Redbird Oil, an Oklahoma partnership., Wild West Gas, LLC., White Hawk Gas, Inc., Robert M. Kane, Louise Kane Roark, Ann Kane Seidman, Mark Kane, Pamela Brown and Gary Brown.

1.9 **Distribution Check** shall mean a check payable to the order of a Settlement Class member for purposes of distribution of the Settlement Class member's share of the Net Settlement Amount payable to such Settlement Class member pursuant to the Plan of Allocation and Distribution. The Settlement Administrator shall cause to be issued and mailed checks to the Settlement Class members identified on the Summary Final Distribution Report for the amounts reflected thereon. Each check shall include line entry detail of the Settlement Class member's distribution of the Net Settlement Amount. Each

Distribution Check issued by the Settlement Administrator shall include or be accompanied by the following notice on the check stub or other accompanying document:

The enclosed check represents your share of the net settlement proceeds in the *Kevin L. Jeter, et al., v. Bullseye Energy, Inc., et al.*, class action lawsuit, Case No. 12-CV-411-TCK-PJC, consolidated with the *James D. Enloe, et al., v. Bullseye Energy, Inc., et al.*, class action lawsuit, Case No. 15-CV-455-TCK-PJC, in the United States District Court for the Northern District of Oklahoma.

The royalty owner(s) who are the intended recipients of the funds reflected in this draft, as Settlement Class members, accept this settlement payment pursuant to the terms of the settlement notice, and Judgment related thereto, which releases the Released Parties from the Released Claims, as defined in the Settlement Agreement in the above styled litigation and agree(s) to **INDEMNIFY AND RELEASE** the Released Parties, Class Representatives, Class Counsel, and the Settlement Administrator in the manner set forth in the Settlement Agreement.

This check, but not the binding effect of the settlement, shall be null and void if not endorsed and negotiated within ninety (90) days of its date.

On the back of each check, next to the place for endorsement by the payee, the following shall appear:

By endorsing and/or depositing this check, the payee is further evidencing his/her/its acceptance and acknowledgment of the terms of the Settlement Agreement approved by the Court in *Kevin L. Jeter, et al., v. Bullseye Energy, Inc. et al.*, Case No. 12-CV-411-TCK-PJC, consolidated with *James D. Enloe, et al., v. Bullseye Energy,*

*Inc., et al.*, Case No. 15-CV-455-TCK-PJC, in the United States District Court for the Northern District of Oklahoma, and releasing all Released Claims in accordance with the Settlement Agreement.

1.10 **Distribution Date** shall mean the date on which the Distribution Checks are first mailed to Settlement Class members. When the Judgment becomes Final and Non-appealable, Class Counsel and Defendants' Counsel will promptly obtain the Court's approval of a list of the names of Settlement Class members who have not opted-out and to whom Distribution Checks are to be mailed, along with the amounts of the Distribution Check for each such Settlement Class member. The names, addresses, and amounts will be determined in accordance with the Plan of Allocation and Distribution Order.

1.11 **Final and Non-Appealable** shall mean: The Judgment of the Court approving this Agreement and the proposed class settlement contemplated under this Agreement shall be considered "Final and Non-Appealable" when either of the conditions of (a) or (b), below, are satisfied, with the ultimate approval of this Agreement in its current form being the outcome of the below proceedings:

(a) Forty (40) days shall have elapsed without the filing of: (i) any appeal, original action or other proceeding in any court challenging or seeking reconsideration, modification or vacation of the Judgment, or otherwise seeking to interfere with or evade provisions of the class settlement; or (ii) any motion which would extend the time to appeal from the Judgment, or which challenges or seeks reconsideration, modification or vacation of the Judgment; or

(b) If one of the kinds of proceedings listed in subparagraph 1.9 (a), above, has been filed, then a final order or judgment by the court in which it was commenced is entered



dismissing or overruling the relief requested in such proceedings; such final order or judgment shall have itself become final and no longer subject to further review in any court; and additionally, all of the conditions of subparagraph 1.9(a) are satisfied with respect to such separate final order or judgment.

1.12 **Final Undistributed Fund** shall equal the sum of the following which remain in the Jeter Settlement Account (defined below): (a) Uncashed Class Member Distribution Checks; (b) proceeds allocated to Unlocated Settlement Class Members; and (c) Undistributed Proceeds. The Final Undistributed Fund shall not include Monies Payable to Opt-Outs. Defendants shall not be entitled to a refund of any portion of the Final Undistributed Fund, nor shall they have any obligations with respect to such fund. The Court shall determine the proper disposition of any Final Undistributed Fund after receiving any input the parties might choose to provide the Court as to suggested recipients of the Final Undistributed Fund.

1.13 **Hearing for Preliminary Approval of Settlement** shall mean proceedings before the Court for the purpose of jointly presenting a motion for preliminary approval of this Agreement and the Order on Class Certification for Settlement Purposes. The Order preliminarily approving this Agreement shall be in substantial conformity, in all material respects, with the form of Order attached hereto as Exhibit B and the Order on Class Certification for Settlement Purposes shall be in substantial conformity, in all material respects, with the form of order attached hereto as Exhibit F and shall provide for the certification of the Settlement Class, for the purposes of this settlement only.

1.14 **Jeter Settlement Account** means the "interest-bearing" account selected by Bullseye for the deposit of the Settlement Proceeds at the time specified in this Agreement. Bullseye's selection of the depository for the Settlement Proceeds, whether a national or state

banking institution, other financial institution, or trust company, and its selection of the type of "interest bearing" account shall be made in Bullseye's sole and unfettered discretion and shall be final and binding on the Class Representatives, the Settlement Administrator, and the Settlement Class. Except as otherwise provided in paragraph 2.1, upon deposit into the Jeter Settlement Account, the Settlement Proceeds shall inure solely to the benefit of the Settlement Class, subject to (and unless otherwise provided by) the terms of this Agreement, the Final and Non-Appealable Judgment approving this Agreement, and the Plan of Allocation and Distribution approved by the Court and attached hereto as Exhibits, and shall not be withdrawn without either order of the Court or the collective written agreement of Defendants' Counsel, Class Counsel and the Settlement Administrator. All material decisions concerning the administration and distribution of the Settlement Proceeds will either be jointly approved by Defendants' Counsel and Plaintiff Class Counsel and the Court or, failing an ability to mutually agree, will be decided by the Court.

1.15 **Judgment** shall mean the Order of the Court in *Kevin L. Jeter, et al., v. Bullseye Energy, Inc. et al.*, Case No. 12-CV-411-TCK-PJC, consolidated with *James D. Enloe, et al., v. Bullseye Energy, Inc., et al.*, Case No. 15-CV-455-TCK-PJC, in the United States District Court for the Northern District of Oklahoma, finally approving this Agreement between Defendants and the Settlement Class, and entering judgment in accordance with the terms of this Agreement, which judgment shall be substantially in the form of Exhibit C hereto.

1.16 **Mineral Interests** shall mean an interest by which a person or entity receives royalties on the share of natural gas and other hydrocarbon production attributable to the working interest rights of any of the Released Parties, whether by virtue of a lease in which any one of the Released Parties is the lessee, or by operation of 52 O.S. § 570.1, *et seq.*, and/or 52

O.S. § 87.1 (providing the manner in which royalties are to be apportioned to royalty owners in a well or unit), or by other instrument (whether contractual, regulatory or otherwise) giving rise to an entitlement to royalty.

1.17 **Monies Payable to Opt-Outs** shall mean all of that portion of the Settlement Proceeds that is allocable to the interest of each person or entity that elects to opt-out of the proposed class settlement (including any accrued interest thereon, the Class Counsel Fees and Expenses that would have been deducted therefrom had the putative class member stayed in the Settlement Class, and the remaining net amount of such monies that would have been distributed to the putative class member if it had not opted out of the settlement class). Monies Payable to Opt-Outs shall be distributed, pro rata, to the Settlement Class members who did not opt-out.

1.18 **Net Settlement Amount** shall mean the Settlement Proceeds (including any interest paid by the bank or other institution in which the Settlement Proceeds are held) less the Monies Payable to Opt-Outs, less Class Counsel's Fees and Expenses, and less Administration Expenses.

1.19 **Notice of Settlement** shall mean the notice to the Settlement Class members of: (a) this Agreement; (b) Class Counsel's Fees and Expenses request; and (c) the Settlement Fairness Hearing. The Notice of Settlement shall be substantially in the form of Exhibits D-1 and D-2 hereto.

1.20 **Plan of Notice** shall mean the following procedures for providing Notice of Settlement to the Settlement Class members: Attached to this Agreement as Exhibit D-1 is the form of notice that will be mailed in accordance with the Plan of Notice, and attached to this Agreement as Exhibit D-2 is the shorter form of notice that will be published in certain

newspapers in accordance with the Plan of Notice. Notice of Settlement will be sent by the Settlement Administrator by mail to the putative members of the Settlement Class for whom a mailing address can be found in available electronic databases that are in a reasonably usable condition. Notice of Settlement shall also be published in the Tulsa World, a paper of general circulation in Oklahoma. In addition, Notice of Settlement will be published in the Nowata Star and Bartlesville Examiner, the local newspapers in the region in which the Class Wells are located. The cost of such mailed and published notice shall be an Administration Expense. The requirements of the Class Action Fairness Act for giving certain governmental officials notice of this proposed settlement, and allowing such officials a specified amount of time within which to object to or otherwise comment on the proposed settlement, shall be complied with before the Settlement Fairness Hearing.

1.21 **Released Claims**, unless otherwise specifically excluded herein, shall mean and includes all claims, demands, actions, causes of action, allegations, rights, obligations, costs, losses, and damages, arising in whole or part at any time relating to the Released Period from or in connection with acts or omissions of any of the Released Parties (including, but not limited to, all intentional or negligent misconduct), of any and every kind or nature, known and unknown, whether in law or in equity, in tort or contract, or arising under any statute or regulation, which were asserted, made, or described in Plaintiff's Petition and Complaints, as amended, in the Class Lawsuit, and shall also include and release any alternative theories of recovery for the same claims, actions or subject matter that could have been asserted in the Class Lawsuit, even if not asserted.

Without limiting the generality of the foregoing paragraph, "Released Claims" additionally means and includes all claims asserted, made or described in connection with the

Plaintiffs' Petition and Complaints, as amended, and related to the Released Period, for alleged fraud (both actual and constructive), violation of federal fraud and racketeering statutes, deceit, conspiracy, fraudulent and negligent misrepresentation, breach of oil and gas leases, pooling orders and spacing orders, breach of statutory duty, breach of fiduciary duty, fraudulent concealment, unjust enrichment, accounting, conversion, tortious breach of contract, tortious interference with contractual relations, conspiracy, declaratory judgment, and for punitive damages, interest, attorneys' fees, class counsel fees, and litigation expense claims.

Also without limiting the generality of the foregoing, "Released Claims" additionally means and includes all claims related to the Released Period for greater, additional, or unpaid amounts of royalty arising from any alleged breach or breaches of express royalty clauses or implied covenants in oil and gas leases, alleged failure to obtain the highest or best price; alleged violations or breaches of the Oklahoma Production Revenue Standards Act; alleged improper or unlawful deductions of production and post-production costs from royalty (and/or based upon the direct and/or indirect factoring of such costs into the computation of royalties), including without limitation, use of gas for fuel, line loss, shrinkage, compression, use of gas for processing or compression, gathering, dehydration, blending, treating, fractionation, transportation and fractionation fees, alleged claims for royalty or other payments for or based on Btu content of gas, natural gas liquids, casinghead gas, residue gas, helium, sulfur, and all other substances found in, or extracted or manufactured from, natural gas. Such "Released Claims" shall additionally include any claims for interest, penalties, attorneys' fees and other litigation expenses related to the aforementioned matters, and by way of clarification shall include and subsume any form of claim that the check stubs or royalty statements were inaccurate, incomplete, misleading, fraudulent or were in any other manner improper.

The Released Claims shall include all volumes of hydrocarbon production occurring during the Released Period that are attributable to the 100% gross working interests of Bullseye and CEP (which are subject to royalties and other burdens) in Class Wells.

1.22 **Released Parties** shall collectively refer to the Defendants and the Affiliates of any Defendant, and shall also include the respective past, present and future Affiliates, employees, officers, directors, limited partners, managers, agents or other representatives of such entities. “Released Parties” also includes any person or entity that distributed royalties from any of the Class Wells for or on behalf of Bullseye and CEP with such person or entity being released only as to the share of production proceeds attributable to Bullseye’s and CEP’s gross working interests in the Class Wells.

1.23 **Released Period** shall mean the period beginning on the first date upon which Bullseye or CEP or any of their affiliates sold natural gas and other hydrocarbon production attributable to the working interest rights of any of the Released Parties, whether by virtue of a lease in which any one of the Released Parties is the lessee, or by operation of 52 O.S. § 570.1, *et seq.*, and/or 52 O.S. § 87.1 (providing the manner in which royalties are to be apportioned to royalty owners in a well or unit), or by other instrument (whether contractual, regulatory or otherwise) giving rise to an entitlement to royalty relating to any of the Class Wells listed on Exhibit E through and including the date the Judgment becomes Final and Non-Appealable.

1.24 **Settlement Administrator** shall mean the person or entity to be appointed by the Court to administer the Plan of Allocation and Distribution. The parties agree to recommend to the Court that the Court appoint JND Legal Administration as the Settlement Administrator.

1.25 **Settlement Class** shall mean the below-described class that the parties have agreed should be certified for settlement purposes only, pursuant to the entry of an Order on Class Certification for Settlement Purposes to be entered by the Court in substantially the form attached hereto as Exhibit F. The Settlement Class is to be specifically defined as follows:

All non-excluded persons or entities (a) who own or owned minerals in the State of Oklahoma subject to an oil and gas lease or (b) who are or were unleased mineral owners who have elected under the Oklahoma Corporation Commission forced pooling order to take the bonus/royalty option, covering the Released Period, wherein (1) they received royalty on the sale and disposition of gas attributable to Bullseye's and CEP's interests in the wells listed on Exhibit E; and (2) their royalty payments were reduced as a result of the reduction of production volumes and/or production proceeds attributable to marketing, gathering, compressing, dehydrating, treating, processing or transporting of hydrocarbons produced from the wells identified on Exhibit E.

Excluded from the proposed class are (1) overriding royalty owners or other owners who derive their interest through the oil and gas lessee, (2) persons or entities who have settled or released the claims covered by the Petition and Complaints, as amended, filed with the Court, (3) federal, state and local governments, including agencies, departments, or instrumentalities of the United States of America or State of Oklahoma, (4) oil and gas exploration, production, and/or marketing and refining companies, and their affiliated entities, and (5) persons or entities that Plaintiffs' counsel is, or may be, prohibited from representing under the Oklahoma Rules of Professional Conduct; **provided, however**, that the term "Settlement Class" shall not include any putative members of the Settlement Class who timely and properly elect to opt-out of this settlement.

1.26 **Settlement Fairness Hearing** means the proceedings to be held before the Court to determine whether this Agreement should be approved as fair, adequate and reasonable; whether the Judgment should be entered; and whether the application of Class Counsel for payment of Class Counsel's Fees and Expenses should be approved.

1.27 **Settlement Proceeds** shall mean Seven Hundred Thousand Dollars (\$700,000.00), to be paid by Bullseye and CEP, for themselves and the other Released Parties, to the Settlement Class, subject to the conditions and qualifications set forth in this Agreement (including, but not limited to, the provisions for the return to Bullseye and CEP of any Monies Payable to Opt-Outs without any deduction of fees or costs as to the portion of the Monies Payable to Opt-Outs). It is expressly agreed that Bullseye and CEP are agreeing to pay the Settlement Proceeds, but Bullseye and CEP will not pay any other monetary sums under the terms of this Agreement and the related settlement.

1.28 **Summary Final Distribution Report** shall mean the summary chart prepared by Defendants' Counsel, Class Counsel or the Settlement Administrator, showing the distributions to all Settlement Class members for which an address and amount of distribution of the Settlement Proceeds can be determined.

1.29 **Uncashed Class Member Distribution Checks** shall mean any Distribution Check payable to a member of the Settlement Class that is not endorsed and presented to the financial institution or trust company in which the Jeter Settlement Account is established within ninety (90) days after the date of



the Distribution Check. Uncashed Class Member Distribution Checks shall also include the Net Settlement Amount allocated to those Settlement Class members who are in a suspense status in the distributing Operator or other distributing entity's royalty distribution system (i.e., no actual checks shall issue to Settlement Class members with respect to interests being held in suspense) and said funds shall remain in the Jeter Settlement Account pending further Order of the Court.

1.30 **Undistributed Proceeds** shall mean any money that remains in the Jeter Settlement Account, after payment of Class Counsel's Fees and Expenses and Administration Expenses, and after allocation of the Net Settlement Amount to the Settlement Class members pursuant to the Plan of Allocation and Distribution. Neither Bullseye nor CEP shall be entitled to receive any amount of the Undistributed Proceeds, nor shall they have any obligations with respect to such amounts. The Undistributed Proceeds shall remain in the Jeter Settlement Account pending further Order of the Court.

1.31 **Unlocated Settlement Class Members** means: (a) those Settlement Class members who are not identifiable from the royalty owner revenue distribution decks for the Class Wells, and (b) those Settlement Class members who are identifiable, but whose accurate addresses are not ascertainable from the royalty owner payment records or have not been located despite reasonable and diligent efforts to do so. Bullseye and the other Defendants shall have no obligation to provide Class Counsel with information to identify or ascertain an accurate current address for Unlocated Settlement Class Members, except to the extent that Bullseye is in actual possession of such information.

## **Article II.**

### **AGREEMENT**

2.1 **Payment by Bullseye and CEP.** Within twenty (20) business days after the date on which the Court in the Class Lawsuit has entered an Order Preliminarily Approving Class Settlement with the form and content of Exhibit B hereto, preliminarily approving this Agreement, and the proposed class settlement contemplated under this Agreement (with no material variance in the terms of the proposed Order Preliminarily Approving Class Settlement attached hereto as Exhibit B, unless expressly agreed in writing by the parties), Bullseye and CEP will create the Jeter Settlement Account and deposit the Settlement Proceeds into such account, which account shall be under the supervision of the Court for administration consistent with the terms and conditions of this Agreement. If this Agreement is not approved, is voided, terminated or fails to become effective under its terms or for any other reason, the entire amount in the Jeter Settlement Account, including any accrued interest, shall be promptly returned to and recovered by Bullseye, 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 Class Lawsuit before the parties had preliminarily agreed to propose this settlement (subject to appropriate extensions of deadlines to enable the litigation to proceed).

2.2 **Future Royalty Payment Methodology.** Commencing the second month after the Judgment becomes Final and Non-Appealable and for a period of

ten (10) years thereafter, Bullseye, together with any successor-in-interest to Bullseye, will commence calculating and paying royalties to the Class Members for production from the Class Wells utilizing the Agreed Future Royalty Payment Methodology. Additionally, Bullseye will reflect or cause to be reflected on the Class Members' check stubs each month the actual calculation of the Agreed Future Royalty Payment Methodology, including the Index Price and the deductions from the Index Price for compression, fuel and shrinkage and gathering, to arrive at the royalty price.

**2.3 Notice to Settlement Class and Administration of the Settlement.**

The Settlement Proceeds shall bear and cover the costs of the Administration Expenses, as defined above, including but not limited to (a) providing notice of this proposed settlement to the Settlement Class, (b) administering the Settlement Proceeds and making any required tax filings with respect to the Settlement Proceeds, except for the filing of any gross production taxes that may be due and payable out of the Settlement Proceeds, and (c) distributing the Settlement Proceeds. The parties will submit to the Court for approval (if the parties can mutually agree) or for decision (if the parties cannot agree) all material issues relating to notice to the proposed Settlement Class and administration and distribution of the Settlement Proceeds. Neither Bullseye nor CEP, nor any Affiliate of Bullseye or CEP, shall have any duties, obligations or liabilities with regard to any income tax, gross production tax, petroleum excise tax or similar tax filings or payments that the members of the Settlement Class and/or Class Counsel may be required to make with respect to their respective shares of the Settlement

Proceeds, nor do Bullseye or CEP, nor any Affiliate of Bullseye or CEP, assume under this Agreement any duty to bear any taxes of any kind that, by law, are taxes due by and burdening the members of the Settlement Class including, without limitation, income tax, gross production tax, petroleum excise tax or similar taxes, and each member of the Settlement Class (by such member's acceptance of the Net Settlement Amount paid to such member) agrees to and will indemnify, defend and hold harmless the Released Parties from and against any demand, claim or action asserted or commenced against any Released Party with respect to any such duty, obligation or liability of such member.

2.4 **Claims Released.** Each member of the Settlement Class will release the Released Claims against the Released Parties at such time as is further described in paragraphs 4.1 through 4.3.

2.5 **Covenant Not to Sue.** Except as otherwise provided herein, the Settlement Class agrees that, having received the benefits of the Settlement Proceeds as consideration for releasing the Released Claims, under no circumstances will they seek to recover or receive, directly or indirectly, any further amount of money from Bullseye or any of the other Released Parties for any of the Released Claims. For the consideration stated herein, each member of the Settlement Class covenants not to sue Bullseye or any of the other Released Parties for any of the Released Claims. Further, for so long as Bullseye or any successor-in-interest to Bullseye continues to pay royalties to Class Members utilizing the Agreed Future Royalty Payment Methodology, the Settlement Class agrees that, having received the benefit of the Agreed Future Royalty Payment Methodology, under no circumstances will they seek

to recover or receive, directly or indirectly, any further amount of money from Bullseye or the Released Parties based upon a claim that royalties have not been properly paid.

2.6 **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma (without regard to any conflicts of law principles).

2.7 **No Waiver.** No delay or omission by any party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion is effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion, unless otherwise agreed in writing.

2.8 **Uneconomical Operations.** Nothing contained in this Agreement shall be construed as obligating Bullseye to continue to operate and produce a Class Well which becomes uneconomical to operate and produce. Further, nothing contained in this agreement shall be construed to obligate Wild West Gas, LLC (“Wild West”), or White Hawk Gas, Inc. (“White Hawk”), to continue to operate their respective gathering systems in the event operation of such systems becomes uneconomical. It is expressly understood that Bullseye, Wild West, and White Hawk may, at any time in the future, cease the operation of wells and gathering systems owned by them when it is determined, in each owner’s sole discretion, that such wells and/or gathering systems can no longer be economically operated.

It is further expressly understood that Bullseye and any successor to Bullseye may, in its sole discretion, make changes to to its marketing arrangements when circumstance warrant such changes.

**Article III.**

**DISTRIBUTION OF SETTLEMENT PROCEEDS**

3.1 Any distribution of monies or funds from the Jeter Settlement Account shall be in accordance with a Plan of Allocation and Distribution approved by the Court and subject to the terms of paragraph 3.3 below.

3.2 In the manner set forth in the Settlement Agreement, Defendants and the Class Representatives agree that the Settlement Proceeds shall only be for the benefit of the Settlement Class (subject to the claims of Class Counsel for Class Counsel Fees and Expenses and the other distributions and dispositions provided for in this Agreement), which by definition does not include those royalty owners who timely and properly opt out of the Settlement Class after receiving notice as contemplated under this Agreement.

3.3 Bullseye and Class Counsel shall provide reasonable cooperation to the Settlement Administrator in connection with the Settlement Administrator's efforts to obtain from the Operator(s) of the Class Wells the information reasonably needed by the Settlement Administrator in order to perform the activities contemplated under this Agreement, including the giving of notice and the implementation of the Plan of Allocation and Distribution.

3.4 When the Settlement Proceeds are deposited into the Jeter Settlement Account, and as of the date the Judgment becomes Final and Non-Appealable, all members of the Settlement Class shall be deemed to have released the Released Parties, Class Counsel Class Counsel and the Class Representatives for all claims arising from or in connection with the solicitation, administration, determination,

calculation, or payment of claims or the investment or distribution of the Settlement Proceeds.

3.5 It is understood that Class Counsel will request an Order from the Court, wherein Class Counsel will be reimbursed for litigation costs associated with the Class Lawsuit and an attorneys' fee. Class Counsel will also request a Class Representatives' fee. Class counsel intends to request approval by the Court of an attorneys' fee no greater than thirty-three percent (33%) of the Settlement Proceeds. Class counsel also intends to request approval by the Court of a Class Representatives Fee no greater than twenty-one thousand dollars (\$21,000) and litigation costs no greater than one hundred seventy thousand dollars(\$170,000). Defendants will take no position regarding the award of Class Counsel's Fees and Expenses (as defined herein), and will not solicit or encourage others to do so. Neither the entitlement to, nor the amount of any award of Class Counsel's Fees and Expenses, shall constitute a condition of the settlement which is the subject of this Agreement.

3.6 Upon submission of the Summary Final Distribution Report to the Court, and upon distribution of all Settlement Proceeds in accordance with the Plan of Allocation and Distribution and this Agreement, and upon the Court issuing an order pertaining to the proper distribution of the Final Undistributed Fund, Class Counsel shall request the Court to enter an Order approving the Final Report of Distribution of the Settlement Proceeds, which shall detail the distribution and disposition of the Settlement Proceeds.

**Article IV.**



**RELEASES, DISMISSALS AND PLAN OF ALLOCATION  
AND DISTRIBUTION**

4.1 Upon approval by the Court of this Agreement, and upon the Judgment becoming Final and Non-Appealable, and upon the deposit of the Settlement Proceeds into the Jeter Settlement Account, the Class Representatives, in their individual capacities and in their capacities as Class Representatives, and Class Counsel shall be deemed to have dismissed the Class Lawsuit with prejudice.

4.2 Upon approval by the Court of this Agreement, and upon the Judgment becoming Final and Non-Appealable, and upon the deposit of the Settlement Proceeds into the Jeter Settlement Account as provided herein, the Settlement Class, the Class Representatives, and Class Counsel shall be deemed to have, and by operation of the Judgment shall have, fully, finally and forever released, relinquished and discharged the Released Parties from all Released Claims.

4.3 Upon approval by the Court of this Agreement, and upon the Judgment becoming Final and Non-Appealable, and upon the deposit of the Settlement Proceeds into the Jeter Settlement Account as provided herein, each member of the Settlement Class (which includes the Class Representatives), and each such member's heirs, devisees, successors, assigns, agents and/or representatives, shall be barred from asserting any and all Released Claims against the Released Parties, and such Settlement Class and the respective heirs, devisees, successors, assigns, agents and/or representatives of each member of the Settlement Class shall be conclusively deemed to have released any and all such Released Claims against the Released Parties.

4.4 All documents produced by Defendants in discovery pursuant to any Protective Order entered in this case, and all copies thereof in the possession of Class Representatives or

Class Counsel, shall be destroyed promptly upon the expiration of 30 days after the Jeter Settlement Account is closed.

4.5 Each putative member of the Settlement Class who has not timely and properly elected to opt out of this settlement between the Settlement Class and Defendants shall be deemed a member of the Settlement Class and shall be paid according to the Plan of Allocation and Distribution. The proposed Plan of Allocation and Distribution is attached hereto as Exhibit A and will be submitted to the Court for review and approval. The Plan of Allocation and Distribution shall be reasonably designed to distribute to the Settlement Class members their respective proportionate shares of the Net Settlement Amount.

4.6 On the Distribution Date, the Settlement Administrator shall issue and mail Distribution Checks in accordance with the terms of this Agreement and the final Plan of Allocation and Distribution approved by the Court. The order approving the issuance and mailing of the Distribution Checks shall provide that the Released Parties, Class Counsel and/or the Class Representatives have no liability to any Class Member for mis-payments, nonpayment, overpayments or underpayments as a result of the administration of the settlement, including, without limitation, the distribution and disposition of the Settlement Proceeds.

#### **Article V.**

#### **COURT APPROVAL OF THE SETTLEMENT AND CONTINUING JURISDICTION OF THE COURT**

5.1 Defendants' legal counsel in the Class Lawsuit ("Defendants' Counsel"), Class Representatives, and Class Counsel will file a joint motion seeking: (a) preliminary approval of this Agreement and certification of the Settlement Class as provided in this Agreement, and (b) authority to provide notice of the proposed settlement to the Settlement Class.

5.2 After notice of (a) the proposed settlement as set forth in this Agreement, and (b) Class Counsel's request for Class Counsel's Fees and Expenses, the Court shall be requested to enter Judgment, conforming in all material respects to the form attached hereto as Exhibit C, approving this settlement between Defendants and the Settlement Class, and specifically approving the terms of this Agreement. The Judgment shall, among other provisions:

- a. Approve the settlement between Defendants and the Settlement Class embodied in this Agreement as fair, reasonable and adequate to the Settlement Class within the meaning of Federal Rule of Civil Procedure 23, including but not limited to the fairness of the allocation of the Net Settlement Amount among the Settlement Class members;
- b. Dismiss with prejudice the Class Lawsuit;
- c. Adjudge that each member of the Settlement Class shall be deemed conclusively to have released the Released Claims against the Released Parties;
- d. Bar and permanently enjoin all Settlement Class members from prosecuting, commencing an action involving, or continuing any of the Released Claims against the Released Parties;
- e. Include a finding that the settlement between Defendants and the Settlement Class is fair, reasonable and was entered into between Defendants and the Settlement Class in good faith and without collusion;
- f. Include a finding that, by agreeing to settle the Class Lawsuit, neither Defendants nor the Settlement Class (nor Class Counsel) admit any of the claims, defenses or other assertions made against it or them by the opposing party(ies), and that they specifically deny any and all liability to the opposing party(ies);

- g. Include a finding that the Settlement Class was given Notice of the Settlement as required by law and further, that the members of the Settlement Class have been afforded a reasonable opportunity to opt out of the Class Lawsuit;
- h. Order that all documents designated as confidential by any Released Party pursuant to the Protective Order entered in the Class Lawsuit shall be returned, together with all copies thereof, to the producing party in accordance therewith, except as otherwise provided by the terms of this Agreement; and
- i. Order that this settlement may never be used for any purpose in any subsequent litigation or other action against Defendants or any Affiliate other than to enforce the terms of this Agreement.

5.3 Notwithstanding anything to the contrary, the Court shall retain continuing jurisdiction over the interpretation, enforcement and administration of this Agreement until the date on which the Order Approving Final Report of Distribution of Settlement Fund is entered by the Court.

## **Article VI.**

### **FAILURE TO OBTAIN APPROVAL OF SETTLEMENT**

6.1 If the Court does not enter an order preliminarily approving this settlement and certifying the Settlement Class, or does not enter a Judgment approving this Agreement conforming in all material respects with the form of Judgment provided for under this Agreement after appropriate notice of the Settlement Fairness Hearing, or if it is no longer possible for the Judgment to become "Final and Non-Appealable" as that term is defined herein, then, at the option of any party hereto, this Agreement and the related settlement and certification of the Settlement Class shall immediately become null and void and

Bullseye shall be restored any and all monies (including any interest accrued thereon) that it deposited or funded pursuant to this Agreement as the Settlement Proceeds.

## **Article VII.**

### **EFFECT OF EXCESSIVE OPT OUT**

7.1 It is the objective of Defendants to settle the Released Claims. This objective cannot be realized if a great number of Settlement Class members elect to opt out of the Settlement Class. All parties acknowledge that it is also in the best interest of the Class to resolve the Class Lawsuit and, accordingly, all parties shall act in good faith not to encourage or promote opt-outs with respect to the Class Settlement, and Class Counsel, Class Representatives, Defendants, and Defendants' counsel agree that they will not solicit or encourage putative Settlement Class members to opt out of the Settlement Class. However, this Agreement neither prohibits Class Counsel from counseling any putative Class member as to his or her legal rights, nor prohibits any putative Class Member that seeks such counsel from electing to opt out of the Class. Therefore, Defendants shall have the right and option, in their sole discretion, to terminate this settlement if Settlement Class members having claims, which, in the aggregate, are in excess of fifteen percent (15%) of the Settlement Proceeds, elect to opt out of this settlement by the Settlement Class. Within ten (10) business 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 Class Counsel and Defendants' Counsel in writing regarding the results of that determination and simultaneously provide a list of the Settlement Class members who have opted out. Defendants' election to terminate this

settlement must be exercised by written notice, delivered to Plaintiffs' Class Counsel, on or before the expiration of five (5) business days following the date on which Defendants receive the above-referenced written notice from the Settlement Administrator. If Defendants do not exercise their right to terminate on or before the expiration of that five (5)-day period, Defendant's right to terminate shall expire. If Defendants timely and properly exercise their option to terminate this Agreement, this Agreement shall become null and void, subject to the provisions of paragraph 9.1 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 Class Lawsuit before the parties had preliminarily agreed to propose this settlement (subject to appropriate extensions of deadlines to enable the litigation to proceed).

#### **Article VIII.**

##### **APPOINTMENT OF SETTLEMENT ADMINISTRATOR**

8.1 Subject to input from Defendants' Counsel and Class Counsel, the Court shall appoint one or more persons or organizations to function as Settlement Administrator. The duties undertaken by the Settlement Administrator shall be as described in the Plan of Allocation and Distribution. All ordinary expenses, including the compensation of the Settlement Administrator, shall be Administration Expenses, to be paid out of the Settlement Proceeds.

#### **Article IX.**

##### **EFFECT OF DISAPPROVAL, CANCELLATION AND TERMINATION**

9.1 If this Agreement is terminated pursuant to the terms hereof or fails to become effective for any reason, 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 Class Lawsuit before the parties had preliminarily agreed to propose this settlement (subject to appropriate extensions of deadlines to enable the litigation to proceed). The parties shall then proceed in all respects as if this Agreement and related orders had not been executed (and any monies paid by Bullseye into any bank account pursuant to this Agreement shall be promptly returned to Bullseye, together with any interest accrued thereon). If this Agreement is not approved in full, is voided, terminated, or fails to become effective for any reason, then this settlement (and the certification of the Settlement Class) shall have no continuing effect, and no reference to the fact of a proposed settlement, class certification or the terms hereof shall be made in any court, administrative agency, or other tribunal (except to the extent needed to enforce the provisions hereof that remain in effect in such an event), and neither this Agreement nor the terms hereof may be used by any person or entity in any proceeding as an admission, concession, or indication of the validity of the claims and/or requested class certification in the Class Lawsuit, or evidence of wrongdoing, or liability or lack thereof, or for any purpose whatsoever, except as provided herein.

**Article X.**

**MISCELLANEOUS**

10.1 Defendants contend that the claims and allegations of wrongdoing or liability on their part, individually and collectively, by the Class Representatives and the Settlement Class in the Class Lawsuit are without merit. Defendants expressly deny all allegations of wrongdoing or liability. It is expressly agreed that neither this Agreement nor any document referred to herein, nor any action taken to carry out this

Agreement, is, may be construed as, or may be used as an admission by Defendants of any fault, wrongdoing or liability whatsoever with respect to the subject matter of the Class Lawsuit. There has been no determination by any Court, administrative agency or other tribunal regarding the claims and allegations made against Defendants. Defendants further do not admit that the certification of the Settlement Class in this case would be proper for trial and litigation purposes, although the certification of the Settlement Class solely for settlement purposes is proper because of the effect of settlement on the class issues.

10.2 The Class Representatives, the Settlement Class, and Defendants agree to settle the Released Claims of the Settlement Class and to execute this Agreement solely to compromise and settle protracted, complicated and expensive litigation. Entering into or carrying out this Agreement, and any negotiations or proceedings related thereto, is not, shall not be construed as, or deemed to be evidence of, an admission or concession by any of the parties to this 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 the Settlement Class, the provisions of this Agreement, or the provisions of any related agreement, order, judgment or release.

10.3 The Notice of Settlement shall require that any opt-outs or objections to this Agreement or to the application for Class Counsel's Fees and Expenses shall be in writing, with a notarized signature of the objecting or opting-out Class Member, and be delivered to or filed with the recipient designated by the Court, and shall also be served



on all parties, a prescribed number of days prior to the Settlement Fairness Hearing as provided for in the exhibits to this Agreement.

10.4 Each of the parties shall use such party's best efforts to cause this Agreement to be approved and consummated. Defendants' Counsel, Class Counsel, and Class Representatives shall also promptly take such actions as may be reasonably required to obtain final approval by the Court of this Agreement, and to carry out the terms of this Agreement.

10.5 The Court shall retain its traditional equitable powers over the Class Lawsuit as it pertains to this Agreement until the monies and funds in the Jeter Settlement Account are fully and finally distributed.

10.6 This Agreement constitutes the entire agreement among the parties hereto related to the Class Lawsuit, and no representations, warranties or inducements have been made to any party concerning this Agreement other than the representations, warranties and covenants contained and memorialized in this Agreement.

10.7 This Agreement may be executed in one or more counterparts, and may be exchanged by facsimile, pdf and/or other imaged signatures which shall be just as effective as original signatures. All executed counterparts taken together shall be deemed to be one and the same instrument. Counsel for the parties to this Agreement shall exchange among themselves signed counterparts and a complete, assembled executed counterpart shall be filed with the Court.

10.8 The parties and their respective counsel have mutually contributed to the preparation of this Agreement. Accordingly, no provision of this Agreement shall be construed against any party on the grounds that one of the parties or its counsel drafted

the provision. Except as otherwise provided herein, each party shall bear its own attorneys' fees and other litigation expenses and costs.

10.9 This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

10.10 Each of the undersigned represents that he or she is fully authorized to execute this Agreement on behalf of the settling party for which he or she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in several counterpart originals on the date set forth opposite their names.

**SIGNATURE PAGE**

The parties hereto signify their agreement to this Agreement and to all the terms herein by signing where indicated below.

/s/ Kevin L. Jeter

Kevin L. Jeter

*(signed by Defendants' counsel with permission of Plaintiff and Plaintiff's counsel)*

/s/ Joe A. Jeter

Joe A. Jeter

*(signed by Defendants' counsel with permission of Plaintiff and Plaintiff's counsel)*

/s/ Robert Burton

Robert Burton, OBA #14195

*(signed by Defendants' counsel with permission of Plaintiff's counsel)*

THE BURTON LAW FIRM

First Place Tower, Suite 4022

15 East Fifth Street

Tulsa, OK 74103

(918) 607-4891

[RobtBurton@aol.com](mailto:RobtBurton@aol.com)

*Attorney for Plaintiffs, Kevin L. Jeter and*

*Joe A. Jeter, Individually and as Class*

*Representatives on Behalf of All*

*Similarly-Situated Persons*

Bullseye Energy, Inc.

By: /s/ Robert M. Kane

Title: President

CEP Mid-Continent, L.L.C.

By: /s/ Charles S. Ward

Title: /s/ Chief Financial Officer

KRS&K

By: /s/ Robert M. Kane

Title: Manager

Gashoma, Inc.

By: /s/ Robert M. Kane  
Title: President

Purgatory Creek Gas, Inc.

By: /s/ Robert M. Kane  
Title: President

Redbird Oil

By: /s/ Robert M. Kane  
Title: President

Wild West Gas, LLC

By: Robert M. Kane  
Title: Manager

White Hawk Gas, Inc.

By: /s/ Robert M. Kane  
Title: President

/s/ Robert M. Kane  
Robert M. Kane

/s/ Louise Kane Roark  
Louise Kane Roark

/s/ Ann Kane Seidman  
Ann Kane Seidman

/s/ Mark Kane  
Mark Kane

/s/ Pamela Brown

Pamela Brown

/s/ Gary Brown

Gary Brown

/s/ J. Kevin Hayes

J. Kevin Hayes, OBA #4003

Pamela S. Anderson, OBA #11613

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*Attorney for Defendants*

*Bullseye Energy, Inc., CEP Mid-Continent, L.L.C.,*

*KRS&K, Gashoma, Inc., Purgatory Creek Gas, Inc.,*

*Redbird Oil, Wild West Gas, LLC, White Hawk Gas, Inc.,*

*Robert M. Kane, Louise Kane Roark, Ann Kane Seidman,*

*Mark Kane, Pamela Brown, and Gary Brown*

**EXHIBITS** (which are made a part of this Settlement Agreement):

Exhibit A: Form of Plan of Allocation and Distribution Order

Exhibit B: Form of Order Preliminarily Approving Class Settlement

Exhibit C: Form of Judgment

Exhibit D-1: Form of Notice of Settlement (Form for Mailing)

Exhibit D-2: Form of Notice of Settlement (Form for Publication in Newspapers)

Exhibit E: List of Class Wells

Exhibit F: Form of Order on Class Certification for Settlement Purposes

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**EXHIBIT A  
UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA**

**KEVIN L. JETER, JOE A. JETER,  
BARBARA LUCAS, JAMES H. MILLER,  
SHARON RIGSBY MILLER, LARRY  
SMITH, and JANICE SUE PARKER,  
Individually and as Class Representatives  
on Behalf of All Similarly-Situated  
Persons,**

**Plaintiffs,**

**and**

**JAMES D. ENLOE, CARLOYN R.  
ENLOE, and SCOTT BAILY,  
Individually and as Class Representatives  
on Behalf of All Similarly-Situated  
Persons,**

**Consolidated Plaintiffs,**

**Case No. 12-CV-411-TCK-PJC  
BASE FILE**

**v.**

**BULLSEY ENERGY, INC., CEP MID-  
CONTINENT L.L.C., KRS&K, an  
Oklahoma Partnership, GASHOMA,  
INC., PURGATORY CREEK GAS,  
INC., REDBIRD OIL, an Oklahoma  
Partnership, WILD WEST GAS, LLC,  
WHITE HAWK GAS, INC.,  
FOUNTAINHEAD, LLC, ROBERT M.  
KANE, LOUISE KANE ROARK, ANN  
KANE SEIDMAN, MARK KANE,  
PAMELA BROWN, and GARY  
BROWN**

**Defendants/Consolidated Defendants,**

**Consolidated with:  
Case No. 15-CV-455-TCK-PJC**

**PLAN OF ALLOCATION AND DISTRIBUTION ORDER**

This Plan of Allocation and Distribution Order (this "Plan") sets forth the manner in which the Net Settlement Amount will be allocated, administered and distributed. The Net Settlement Amount will be proportionately allocated to each of the members of the Settlement Class, utilizing the methodology set forth below. Generally, this Plan shall first allocate the Net Settlement Amount to wells or units proportionately, with due regard for the production marketed and sold by Bullseye Energy, Inc. ("Bullseye") and CEP Mid-Continent, LLC ("CEP"), in connection with their gross working interests in such well or unit and the amount of claimed damages. Thereafter, the amount allocated to each well or unit, as provided in the preceding sentence, shall be allocated proportionately among all Settlement Class members who are or were royalty owners in such well , based upon the data the total costs (not including gross production costs) deducted from such royalty owners' checks by Bullseye when making royalty payments to such royalty owners.

**1. Definitions**

The capitalized terms utilized herein shall have the same meaning as those terms are used in the Settlement Agreement among the parties dated effective [INSERT DATE] (the "Settlement Agreement") unless expressly stated otherwise herein. Some of those definitions follow.

**"Administration Expenses"** shall mean the reasonable expenses incurred by Class Counsel and/or the Settlement Administrator pursuant to this Plan and the orders of the United States District Court for the Northern District of Oklahoma (the "Court") which relate to the administration of this settlement. Such expenses shall include costs



incurred by Class Counsel and/or the Settlement Administrator in connection with the following:

- (a) Efforts incurred by Class Counsel or the Settlement Administrator to identify the names and addresses of Settlement Class members;
- (b) Mailing and publication of Notice of Settlement to the Settlement Class (including, but not limited to, the cost to print the Notices, mail the Notices, and publish the Notices);
- (c) Effectuation of this Plan (including, but not limited to, the cost to print and mail Distribution Checks);
- (d) Fees and expenses associated with the establishment and maintenance of the Jeter Settlement Account referenced below;
- (e) Fees and expenses of the Settlement Administrator; and
- (f) Costs of preparing and mailing Distribution Checks to members of the Settlement Class at the time specified in the Settlement Agreement.

The Administration Expenses shall all be borne by, and paid from, the Settlement Proceeds.

**"Class Counsel Fees and Expenses"** shall mean (a) payment to Class Counsel of fees, costs and expenses in an amount to be determined by the Court; (b) payment of a Class Representatives' fee in an amount to be determined by the Court; (c) payment of expert and consulting fees and expenses and litigation expenses, all in amounts to be determined by the Court. Within three (3) business days from and after the date the Judgment becomes Final and Non-Appealable, Defendants' Counsel will join with the Class Counsel in advising the Settlement Administrator that it is

authorized to pay the amount or amounts of Class Counsel's Fees and Expenses that the Court awards from the Settlement Proceeds.

**"Class Lawsuit"** shall mean the above-captioned lawsuit in which this Plan is being entered and filed.

**"Class Representatives"** shall mean Kevin L. Jeter and Joe A. Jeter.

**"Class Wells"** shall mean the oil and gas wells that are referenced in the definition of the Settlement Class. A list of the wells that are currently believed to comprise the Class Wells is set out on Exhibit E to the Settlement Agreement.

**"Distribution Check"** shall mean a check payable to the order of a Settlement Class member for purposes of distribution of the Settlement Class member's share of the Net Settlement Amount payable to such Settlement Class member pursuant to the Plan of Allocation and Distribution. The Settlement Administrator shall cause to be issued and mailed checks to the Settlement Class members identified on the Summary Final Distribution Report for the amounts reflected thereon. Each check shall include line entry detail of the Settlement Class member's distribution of the Net Settlement Amount. Each Distribution Check issued by the Settlement Administrator shall include or be accompanied by the following notice on the check stub or other accompanying document:

The enclosed check represents your share of the net settlement proceeds in the *Kevin L. Jeter, et al., v. Bullseye Energy, Inc, et al.*, class action lawsuit, Case No. 12-CV-411-TCK-PJC, consolidated with the *James D. Enloe, et al., v. Bullseye Energy, Inc., et al.*, class action lawsuit, Case No. 15-CV-455-TCK-PJC, in the United States District Court for the Northern District of Oklahoma.

The royalty owner(s) who are the intended recipients of the funds reflected in this draft, as Settlement Class members, accept this settlement payment pursuant to the terms of the settlement notice, and Judgment related thereto, which releases the Released Parties from the Released Claims, as defined in the Settlement Agreement in the above styled litigation and agree(s) to *INDEMNIFY AND RELEASE* the Released Parties, Class Representatives, Class Counsel, and the Settlement Administrator in the manner set forth in the Settlement Agreement.

This check, but not the binding effect of the settlement, shall be null and void if not endorsed and negotiated within ninety (90) days of its date.

On the back of each check, next to the place for endorsement by the payee, the following shall appear:

By endorsing and/or depositing this check, the payee is further evidencing his/her/its acceptance and acknowledgment of the terms of the Settlement Agreement approved by the Court in *Kevin L. Jeter, et al., v. Bullseye Energy, Inc., et al.*, class action lawsuit, Case No. 12-CV-411-TCK-PJC, consolidated with *James D. Enloe, et al., v. Bullseye Energy, Inc., et al.*, class action lawsuit, Case No. 15-CV-455-TCK-PJC, in the U.S. District Court for the Northern District of Oklahoma, and releasing all Released Claims in accordance with the Settlement Agreement.

**"Distribution Date"** shall mean the date on which the Distribution Checks are first mailed to Settlement Class members. When the Judgment becomes Final and Non-appealable, Class Counsel and Defendants' Counsel will promptly obtain the Court's

approval of a list of the names of Settlement Class members who have not opted-out and to whom Distribution Checks are to be mailed, along with the amounts of the Distribution Check for each such Settlement Class member. The names, addresses, and amounts will be determined in accordance with this Plan.

**"Final Undistributed Fund"** shall equal the sum of the following which remain in the Jeter Settlement Account (defined below): (a) Uncashed Class Member Distribution Checks; (b) proceeds allocated to Unlocated Settlement Class Members; (c) Undistributed Proceeds. The Court shall determine the proper disposition of any Final Undistributed Fund after receiving any input the parties might choose to provide the Court as to suggested recipients of the Final Undistributed Fund.

**"Judgment"** shall mean the Order of entered in *Jeter, et al., v. Bullseye Energy, Inc. et al.*, Case No. 12-CV-411-TCK-PJC, consolidated with *James D. Enloe, et al., v. Bullseye Energy, Inc., et al.*, Case No. 15-CV-455-TCK-PJC, in the United States District Court for the Northern District of Oklahoma, finally approving the Settlement Agreement between Defendants and the Settlement Class, and entering judgment in accordance with the terms of the Settlement Agreement, which judgment shall be substantially in the form of Exhibit C to the Settlement Agreement.

**"Monies Payable to Opt-Outs"** shall mean all of that portion of the Settlement Proceeds that is allocable to the interest of each person or entity that elects to opt-out of the proposed class settlement (including any accrued interest thereon, the Class Counsel Fees and Expenses that would have been deducted therefrom had the putative class member stayed in the Settlement Class, and the remaining net amount of such monies that would have been distributed to the putative class member if it had not

opted out of the settlement class). Monies Payable to Opt-Outs shall be distributed, pro rata, to the Settlement Class members who did not opt-out.

**"Net Settlement Amount"** shall mean the Settlement Proceeds (including any interest paid by the bank or other institution in which the Settlement Proceeds are held) less Class Counsel's Fees and Expenses and any Administration Expenses.

**"Settlement Administrator"** shall mean the person or entity to be appointed by the Court to administer the Plan of Allocation and Distribution. The parties have agreed to recommend to the Court that the Court appoint JND Legal Administration as the Settlement Administrator.

**"Settlement Class"** shall mean the following class that the Court has certified for settlement purposes only:

All non-excluded persons or entities (a) who own or owned minerals in the State of Oklahoma subject to an oil and gas lease or (b) who are or were unleased mineral owners who have elected under the Oklahoma Corporation Commission forced pooling order to take the bonus/royalty option, covering the Released Period, wherein (1) they received royalty on the sale and disposition of gas attributable to Bullseye's and CEP's interests in the wells listed on Exhibit E; and (2) their royalty payments were reduced as a result of the reduction of production volumes and/or production proceeds attributable to marketing, gathering, compressing, dehydrating, treating, processing or transporting of hydrocarbons produced from the wells identified on Exhibit E.

Excluded from the proposed class are (1) overriding royalty owners or other owners who derive their interest through the oil and gas lessee, (2) persons or entities who have settled or released the claims covered by the Petition and Complaints, as amended, filed with the Court, (3) federal, state and local governments, including agencies, departments, or instrumentalities of the United States of

America or State of Oklahoma, (4) oil and gas exploration, production, and/or marketing and refining companies, and their affiliated entities, and (5) persons or entities that Plaintiffs' counsel is, or may be, prohibited from representing under the Oklahoma Rules of Professional Conduct; **provided, however**, that the term "Settlement Class" shall not include any putative members of the Settlement Class who timely and properly elect to opt-out of this settlement.

**"Class Counsel"** shall mean the Class Representatives' counsel in the above-captioned lawsuit: Robert Burton, The Burton Law Firm, First Place Tower, Suite 4022, 15 East Fifth Street, Tulsa, Oklahoma 74103, (918) 607-4891.

**"Settlement Proceeds"** shall mean Seven Hundred Thousand Dollars (\$700,000.00), to be paid by Bullseye and CEP, for themselves and the other Released Parties, to the Settlement Class, subject to the conditions and qualifications set forth in the Settlement Agreement. It is expressly agreed that Bullseye and CEP are agreeing to pay the Settlement Proceeds, but Bullseye and CEP will not pay any other monetary sums under the terms of the Settlement Agreement and the related settlement.

**"Summary Final Distribution Report"** shall mean the summary chart prepared by the Settlement Administrator showing the distributions to all Settlement Class members for which an address and amount of distribution of the Settlement Proceeds can be determined.

**"Jeter Settlement Account"** shall mean the "interest-bearing" account selected by Bullseye and CEP for the deposit of the Settlement Proceeds at the time specified in the Settlement Agreement. Selection of the depository for the Settlement Proceeds, whether a national or state banking institution, other financial institution, or trust company, and its selection of the type of "interest bearing" account shall be made in

Bullseye's and CEP's sole and unfettered discretion and shall be final and binding on the Class Representatives, the Settlement Administrator, and the Settlement Class. Except as otherwise provided in paragraph 2.1, upon deposit into the Jeter Settlement Account, the Settlement Proceeds shall inure solely to the benefit of the Settlement Class, subject to (and unless otherwise provided by) the terms of the Settlement Agreement and the exhibits thereto, the Final and Non-Appealable Judgment approving the Settlement Agreement, and this Plan, and shall not be withdrawn without either order of the Court or the collective written agreement of Defendants' Counsel, Class Counsel, and the Settlement Administrator. All material decisions concerning the administration and distribution of the Settlement Proceeds will either be jointly approved by Defendants' Counsel and Plaintiff Class Counsel or, failing an ability to mutually agree, will be decided by the Court.

**"Uncashed Class Member Distribution Checks"** shall mean any Distribution Check payable to a member of the Settlement Class that is not endorsed and presented to the financial institution or trust company in which the Jeter Settlement Account is established within ninety (90) days after the date of the Distribution Check. Uncashed Class Member Distribution Checks shall also include the Net Settlement Amount allocated to those Settlement Class members who are in a suspense status in the distributing Operator or other distributing entity's royalty distribution system (i.e., no actual checks shall issue to Settlement Class members with respect to interests being held in suspense) and said funds shall remain in the Jeter Settlement Account pending further Order of the Court.

**"Undistributed Proceeds"** shall mean any money that remains in the Jeter Settlement Account, after payment of Class Counsel's Fees and Expenses and Administration Expenses, and after allocation of the Net Settlement Amount to the Settlement Class members pursuant to the Plan of Allocation and Distribution. Defendants shall not be entitled to receive any amount of the Undistributed Proceeds, nor shall they have any obligations with respect to such amounts. The Undistributed Proceeds shall remain in the Jeter Settlement Account pending further Order of the Court.

**"Unlocated Settlement Class Members"** shall mean: (a) those Settlement Class members who are not identifiable from the royalty owner revenue distribution decks for the Class Wells, and (b) those Settlement Class members who are identifiable, but whose accurate addresses are not ascertainable from the royalty owner payment records or have not been located despite reasonable and diligent efforts to do so. Bullseye and the other Defendants shall have no obligation to provide Class Counsel with information to identify or ascertain an accurate current address for Unlocated Settlement Class Members, except to the extent that Bullseye is in actual possession of such information.

**2. Allocation of the Net Settlement Amount to Each Well and  
Each Class Member Payee**

2.1 The Net Settlement Amount shall be allocated to each of the Class Wells, for further allocation to the royalty owners in Class Wells as provided in section 3 below, on the following basis:

- A. Class Counsel shall use the data and the calculations that were developed to determine the potential claims of the Settlement Class in entering into the Settlement Agreement



in order to determine the value of the claims for underpayment of royalty on natural gas that was produced from the Class Wells during the applicable claim period.

- B. The Net Settlement Amount will be allocated based upon the estimated value of various asserted claims and interest. The use of these calculations is considered a reasonable method to facilitate distribution and not as an indication that the amount paid is additional royalty on past production or interest. Rather, all amounts paid represent payment for a compromise of multiple disputed claims sounding in both tort and contract as indicated in the release provisions of the Settlement Agreement. For class settlement purposes, it is considered reasonable to assume that the potential recovery of each Settlement Class member with regard to all claims and forms of relief and recovery asserted in the Class Lawsuit would be in proportion and related to the amount of the potential recovery with regard to the specific claim amounts that are used in arriving at the allocation of the Net Settlement Amount.
- C. The Net Settlement Amount will be allocated to the members of the Settlement Class based upon the estimated value of each Settlement Class member's claims of underpayment of royalty (including interest) as a percentage of the total estimated value of the claims for underpayment of royalty (including interest) attributable to all Settlement Class members.. To determine that percentage for each Settlement Class Member: (1) the numerator (which will change by Settlement Class member) will be the value of the claims for underpayment of royalty (including interest) for each specific Settlement Class member; and (2) the denominator (which will remain constant for all Settlement Class members) will be

the total value of the claims for underpayment of royalty (including interest) for all Settlement Class members.

D. The total dollar amount attributable to each Settlement Class member from the Net Settlement Amount, as calculated in section 2.1.B, above, will then be allocated proportionally among the former and current Settlement Class members, based upon each Settlement Class member's percentage of the total of all Settlement Class members' claims for underpayment of royalties, as determined using the royalty owner data reasonably available to Bullseye, Class Counsel and the Settlement Administrator. In determining the identity and interests of the Settlement Class members in the Class Wells for purposes of allocation and payment, Bullseye, Class Counsel, and the Settlement Administrator shall use reasonable efforts to identify the Settlement Class members and their respective royalty ownership interests in each of the Class Wells (making the efforts required by the Settlement Agreement), including the Settlement Class members' names, last known addresses, decimal interests and other payment information. The Settlement Administrator may make arrangements to pay distributions to the current operator, for distribution by the current operator to those current royalty owners who are Settlement Class members, and the Settlement Administrator may seek to have the Court require such current operator(s) to distribute such funds to those current royalty owners who are Settlement Class members. It is understood that some royalty owners may not be able to be identified or located due to the passage of time or other circumstances.

**3. Distribution of the Net Settlement Amount to Settlement Class Members**

3.1 As soon as is reasonably possible after the Judgment becomes Final and Non-Appealable, Class Counsel will provide Defendants' Counsel with schedules reflecting Class Counsel's allocation of the Net Settlement Amount among each of the Class Wells. The schedules and supporting calculations and data will be provided in electronic format (in a form agreed to by the parties).

3.2 Class Counsel will provide the Settlement Administrator with schedules reflecting the data reasonably available to it, from which the calculation of the allocation and distribution of the Net Settlement Amount attributable to each Class Well, and to each Class Member owning an interest in the respective Class Well, has been made. The schedules, supporting calculations and data will be provided in a format agreed to by the parties.

3.3 Based on the information set forth in the schedule(s) referenced in section 3.1, above, Class Counsel will provide Defendants' Counsel with a schedule reflecting each Class Member payee's portion of the Net Settlement Fund consistent with the allocation methodology stated above in section 2 (the "Draft Distribution Plan"), which shall have a line for each payee and shall reflect that payee's owner number (if available), his share of the distribution, and the applicable associated Class Wells. The schedule and supporting calculations and data will be provided in electronic format.

3.4 Defendants' Counsel and Class Counsel will present the Summary Final Distribution Report (in a written print-out form) to the Court for review and approval, and for approval of payment and distribution to Settlement Class members on that basis. No payment or disbursement of the Net Settlement Amount will be made until after such review and approval by the Court.

3.5 Defendants, their agents, employees and consultants, Defendants' Counsel, the Settlement Administrator, Class Counsel, and the Class Representatives shall have no liability to the Settlement Class or to any Settlement Class Member for mis-payments, over-payments, under-payments, errors or omissions in the allocation or distribution methodology or process, or in the results of such methodology or process, so long as such persons and entities, as applicable, do not violate the respective obligations imposed on them under the terms of this Plan and any other orders entered by the Court with respect to distribution of the Settlement Amount. If any Settlement Class member establishes a right to a greater share of the proceeds, that Class Member's sole remedy shall be a claim against any other Settlement Class members in the Class Well(s) who were paid more than their proportionate share of the Settlement Proceeds.

3.6 The Settlement Administrator may make arrangements to pay distributions in respect of wells that are now operated by a third party to the current operators of such wells, if any, for distribution by the current operator to those current royalty owners who are Settlement Class members, and may seek to have the Court require such current operators to distribute such funds to those current royalty owners who are Settlement Class members.

3.7 On or before the date set by the Court for distribution to be made, the Settlement Administrator shall issue and mail, or cause to be mailed, checks to the Settlement Class members identified in the Summary Final Distribution Report approved by the Court.

The Settlement Administrator will maintain a check register, in the form of an electronic spreadsheet, reflecting the distribution by amount paid to each payee and will file

such register, together with an affidavit of mailing the Distribution Checks, with the Court promptly after the mailing.

3.8 Returned or stale-dated Distribution Checks shall be reissued no more than one time in a manner agreed by and between Defendants' Counsel and Class Counsel or upon further order of the Court.

3.9 The Court shall determine any matters with respect to any funds that cannot be distributed to unidentified or Unlocated Settlement Class Members, or which are attributable to uncashed checks or otherwise remain in the Jeter Settlement Account following the distribution to Settlement Class members who are identifiable and located.

**4. Class Counsel Fees, Class Representative's Fees, Consultant and Expert Fees, Litigation Expenses and Administrative Expenses**

4.1 Class Counsel will request an order or orders from the Court awarding: (1) an attorney's fee to Class Counsel; (2) a Class Representatives' fee; (3) consultant and expert fees, and other litigation expenses; and (4) fees, costs, and expenses incurred by Class Counsel and/or the Class Representatives (including the fees, costs and expenses of experts or other personnel retained by the Class Representatives or Class Counsel) for the administration, distribution, notification or other aspects of assuring themselves that the settlement is implemented. The awards described in (1) through (4) shall be paid out of the Jeter Settlement Account to Class Counsel for payment, further distribution or reimbursement. Defendants have agreed to take no position with regard to such requests. The Settlement Administrator shall distribute to Class Counsel from the Jeter Settlement Account the amounts which the Court awards, as provided herein or as further provided in the Settlement Agreement approved by the Court.

**5. Modification of this Plan**

5.1 This Plan may be modified as may be determined reasonable or necessary as to any requirements provided for herein in order to effectuate the allocation and distribution of the Net Settlement Amount in accordance with the principles set forth herein; provided, however, no such modification shall be effective unless agreed to by both Class Counsel and Defendants' Counsel and approved by order of this Court.

Ordered this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
TERENCE C. KERN, U.S. DISTRICT COURT

JUDGE

APPROVED:

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Mark Kane, Pamela Brown, and Gary Brown*

3131528.1:225653:01020

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

**KEVIN L. JETER, JOE A. JETER,  
BARBARA LUCAS, JAMES H. MILLER,  
SHARON RIGSBY MILLER, LARRY  
SMITH, and JANICE SUE PARKER,  
Individually and as Class Representatives  
on Behalf of All Similarly-Situated  
Persons,**

**Plaintiffs,**

**and**

**JAMES D. ENLOE, CARLOYN R.  
ENLOE, and SCOTT BAILY,  
Individually and as Class Representatives  
on Behalf of All Similarly-Situated  
Persons,**

**Consolidated Plaintiffs,**

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**v.**

**BULLSEY ENERGY, INC., CEP MID-  
CONTINENT L.L.C., KRS&K, an  
Oklahoma Partnership, GASHOMA,  
INC., PURGATORY CREEK GAS,  
INC., REDBIRD OIL, an Oklahoma  
Partnership, WILD WEST GAS, LLC,  
WHITE HAWK GAS, INC.,  
FOUNTAINHEAD, LLC, ROBERT M.  
KANE, LOUISE KANE ROARK, ANN  
KANE SEIDMAN, MARK KANE,  
PAMELA BROWN, and GARY  
BROWN**

**Defendants/Consolidated Defendants,**

**Case No. 12-CV-411-TCK-PJC  
BASE FILE**

**Consolidated with:  
Case No. 15-CV-455-TCK-PJC**



**ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT,  
APPROVING FORM OF NOTICE TO CLASS MEMBERS, AND  
SETTING DATE FOR SETTLEMENT FAIRNESS HEARING**

This matter came on for hearing on the \_\_\_\_ day of \_\_\_\_\_, 2017, on the joint motion for preliminary approval of the proposed settlement between the Plaintiffs Kevin L. Jeter and Joe A. Jeter, the Settlement Class, and Defendants. The capitalized terms in this order are being given the same meanings as such terms are given in the Settlement Agreement that has been filed by the parties in the above-captioned case, unless this order specifically assigns a different meaning to any of those terms. The referenced Settlement Agreement will be referred to in this Order as the "Settlement Agreement."

The parties additionally seek approval of the form of Notice of Settlement, the setting of a date for the Settlement Fairness Hearing, and preliminary approval of the motion of Class Counsel for fees and litigation expenses from the common fund to be filed herein. The Court, after reviewing the pleadings on file in this cause, hearing arguments of counsel and being sufficiently advised, and after specifically making a preliminary review of the Settlement Agreement among Plaintiffs and Defendants, finds that the Joint Motion should be, and is hereby, granted.

**THEREFORE, THE COURT FINDS AND ORDERS AS FOLLOWS:**

1. The Settlement Agreement appears to the Court to be fair, reasonable and adequate to the Settlement Class, and should be preliminarily approved by the Court.
2. Class Counsel's motion for: (1) an award of an attorneys' fee of \_\_\_\_ percent of the Common Fund Settlement Proceeds, (2) a Class Representatives' award of \$\_\_\_\_\_ for the Class Representatives, and (3) expert and consultant fees, litigation expenses, and other costs incurred directly or indirectly by Class Counsel (such litigation costs totaling

approximately \$ \_\_\_\_\_), appears to the Court to be fair and reasonable and should be preliminarily approved by the Court to be paid from the Settlement Proceeds.

3. The Court further finds that a Settlement Fairness Hearing should be held before the Court on \_\_\_\_\_, 2017 at \_\_\_\_:\_\_\_\_ \_\_.m. before Judge Terence C. Kern at the United States District Court for the Northern District of Oklahoma, 224 S. Boulder Ave., Tulsa, Oklahoma 74103, at which hearing evidence and arguments will be presented in support of final approval of the Settlement Agreement in accordance with Rule 23 of the Federal Rules of Civil Procedure. Class Counsel will also present evidence and arguments in support of their fee and expense requests. At the Settlement Fairness Hearing, the Court may, among other matters:

- (a) consider any proper and timely filed opt-outs, objections to the proposed settlement, and objections to the request by the Class Representatives and Class Counsel for fees and expenses, if such opt-outs or objections comply with the requirements set forth in the Notice of Settlement and this order;

- (b) make further findings and orders concerning certification of the Settlement Class for settlement purposes, whether the Settlement Agreement is fair, reasonable and adequate to the Settlement Class, and whether it should therefore be finally approved by the Court as required by Rule 23 of the Federal Rules of Civil Procedure;

- (c) make findings concerning whether the requests by the Class Representatives and Class Counsel's for fees and litigation expenses represents fair and reasonable attorney's fees, representative fees and litigation expenses to be awarded from the common fund in this case;

(d) enter a Judgment as provided for in the Settlement Agreement; and

(e) consider any other matters properly brought before the Court concerning the Class Lawsuit and the proposed settlement.

4. The form of the Notice of the proposed settlement referenced in Exhibits D-1 and D-2 of the Settlement Agreement will adequately inform the members of the Settlement Class of the scope and effect of the proposed settlement, as well as their rights related thereto. Therefore, the Court approves the proposed Notice referenced in Exhibits D-1 and D-2 to the Settlement Agreement.
5. The manner of providing notice of the proposed settlement to putative members of the Settlement Class should, as provided in the Settlement Agreement, be accomplished by: (1) mailing the proposed Notice attached as Exhibit D-1 to the Settlement Agreement, on or before \_\_\_\_\_, 2017, to those putative members of the Settlement Class for whom names and mailing addresses have been identified; and (2) publishing the proposed Notice attached as Exhibit D-2 to the Settlement Agreement, as further described in the Plan of Notice in the Settlement Agreement, on or before \_\_\_\_\_ 2017 (or if the newspaper does not publish daily, the first publication date thereafter).
6. The Notices attached to the Settlement Agreement as Exhibits D-1 and D2, and the method of notification to the Settlement Class set forth herein and in the Plan of Notice provided for in the Settlement Agreement, constitute the best notice practicable under the circumstances. Such forms of notice constitute due and sufficient notice of the Settlement Agreement and the proposed class settlement (as well as the requests by the Class Representatives and Class Counsel for attorney's

fees and litigation expenses and an award to the Class Representatives) and of the time, date and place of the Settlement Fairness Hearing, and constitutes due and sufficient notice for all other purposes, in accordance with all applicable statutory, constitutional and other legal requirements, to all persons legally entitled to receive such notice.

7. Class Counsel shall cause to be filed under seal with the Court an affidavit of mailing reflecting the names, addresses and date of mailing of the form of Notice attached to the Settlement Agreement as Exhibit D-1, and shall also cause to be filed affidavits of publication of the form of Notice attached to the Settlement Agreement as Exhibit D-2, prior to the Settlement Fairness Hearing.
8. Each person who wishes to appear at the Settlement Fairness Hearing in person or through separate counsel to challenge the fairness or reasonableness of Class Counsel's and Class Representatives' requested fees and litigation expense shall be required to file with Mark McCartt, Court Clerk of the United States District Court for the Northern District of Oklahoma, and make delivery into the hands of Class Counsel and Defendants' Counsel by \_\_\_\_\_, 2017, a notarized written objection which shall contain the following:

- (a) A heading referring to *Kevin L. Jeter, et al., v. Bullseye Energy, Inc. et al.*, Case No. 12-CV-411-TCK-PJC, consolidated with *James D. Enloe, et al., v. Bullseye Energy, Inc., et al.*, Case No. 15-CV-455-TCK-PJC, in the United States District Court for the Northern District of Oklahoma;

(b) A statement as to whether the objector intends to appear at the Settlement Fairness Hearing, either in person or through counsel, and, if through counsel, identifying counsel 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 Settlement Fairness Hearing, together with a brief summary of each witness' expected testimony;

(e) A list and copies of any exhibits which the objector may seek to use at the Settlement Fairness Hearing;

(f) A list of any legal authority the objector may present at the Settlement Fairness Hearing;

(g) The objector's current address;

(h) The objector's current telephone number;

(i) The objector's signature executed before a notary public; and

(j) Identification of the objector's interest in Class Wells by identifying each Class Well (by well name, well number, Section, Township and Range) and objector's Operator-assigned royalty number.

9. The Court further finds that an objector who fails to follow the specified procedure for objecting to the settlement, or fee and expense requests, as set forth immediately above, shall not be permitted to raise or pursue an objection at the Settlement Fairness Hearing, and such failure shall constitute waiver of any objection to the Settlement Agreement. Furthermore, any objector who does not appear, either in person or by counsel, at the Settlement Fairness Hearing to present his, her or its

objections shall be deemed to have waived the right to object, and any such non-compliant objection by such person will be deemed withdrawn and of no effect.

Dated this \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
TERENCE C. KERN, U.S DISTRICT COURT  
JUDGE

APPROVED:

\_\_\_\_\_  
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Robert M. Kane, Louise Kane Roark, Ann Kane Seidman,  
Mark Kane, Pamela Brown, and Gary Brown*  
3131530.1:225653:01020

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

**KEVIN L. JETER, JOE A. JETER,  
BARBARA LUCAS, JAMES H. MILLER,  
SHARON RIGSBY MILLER, LARRY  
SMITH, and JANICE SUE PARKER,  
Individually and as Class Representatives  
on Behalf of All Similarly-Situated  
Persons,**

**Plaintiffs,**

**And**

**JAMES D. ENLOE, CARLOYN R.  
ENLOE, and SCOTT BAILY,  
Individually and as Class Representatives  
on Behalf of All Similarly-Situated  
Persons,**

**Consolidated Plaintiffs.**

---

**v.**

**BULLSEY ENERGY, INC., CEP MID-  
CONTINENT L.L.C., KRS&K, an  
Oklahoma Partnership, GASHOMA,  
INC., PURGATORY CREEK GAS,  
INC., REDBIRD OIL, an Oklahoma  
Partnership, WILD WEST GAS, LLC,  
WHITE HAWK GAS, INC.,  
FOUNTAINHEAD, LLC, ROBERT M.  
KANE, LOUISE KANE ROARK, ANN  
KANE SEIDMAN, MARK KANE,  
PAMELA BROWN, and GARY  
BROWN**

**Defendants/Consolidated Defendants,**

**Case No. 12-CV-411-TCK-PJC  
BASE FILE**

**Consolidated with:  
Case No. 15-CV-455-TCK-PJC**

**ORDER APPROVING CLASS ACTION SETTLEMENT AND FINAL JUDGMENT**

This matter came on for a class settlement fairness hearing this date, pursuant to prior due notice, to determine the fairness and appropriateness of the proposed settlement of the above-styled litigation entered into between the Class Representatives and Settlement Class (as those terms, as well as the other terms used herein, are defined in the Settlement Agreement that the parties have filed in this lawsuit) and Defendants. All named parties were present and represented by counsel. Also appearing were the following members of the Settlement Class and, where applicable, their counsel:

- 1.
- 2.
- 3.

The Court, having conducted an evidentiary hearing and, after reviewing the Settlement Agreement and all related pleadings and filings and being fully advised in the premises, finds, orders, and adjudges as follows:

1. The Court previously certified in this lawsuit, for settlement purposes only, a Settlement Class described as follows:

All non-excluded persons or entities (a) who own or owned minerals in the State of Oklahoma subject to an oil and gas lease or (b) who are or were unleased mineral owners who have elected under the Oklahoma Corporation Commission forced pooling order to take the bonus/royalty option, covering the Released Period, wherein (1) they received royalty on the sale and disposition of gas attributable to Bullseye's and CEP's interests in the wells listed on Exhibit E; and (2) their royalty payments were reduced as a result of the reduction of production volumes and/or production proceeds attributable to marketing, gathering, compressing, dehydrating, treating, processing or transporting of hydrocarbons produced from the wells identified on Exhibit E.



Excluded from the proposed class are (1) overriding royalty owners or other owners who derive their interest through the oil and gas lessee, (2) persons or entities who have settled or released the claims covered by the Petition and Complaints, as amended, filed with the Court, (3) federal, state and local governments, including agencies, departments, or instrumentalities of the United States of America or State of Oklahoma, (4) oil and gas exploration, production, and/or marketing and refining companies, and their affiliated entities, and (5) persons or entities that Plaintiffs' counsel is, or may be, prohibited from representing under the Oklahoma Rules of Professional Conduct; **provided, however,** that the term "Settlement Class" shall not include any putative members of the Settlement Class who timely and properly elect to opt-out of this settlement.

2. The Class Representatives and Defendants have executed a Settlement Agreement dated as of \_\_\_\_\_2017, which Settlement Agreement was duly filed with the Court for preliminary approval.

3. This Court gave preliminary approval to the proposed class settlement after its terms were presented to the Court by counsel and after the filing of the Settlement Agreement with the United States District Court for the Northern District of Oklahoma. The record in this cause reflects a variety of additional actions by the Court and the parties in the weeks leading up to the class settlement fairness hearing that was conducted in this case on \_\_\_\_\_ 2017.

4. Notice of the fairness hearing and the proposed settlement was properly mailed to the putative members of the Settlement Class with known valid mailing addresses and was published, with both the mailing of notice and the publication of notice having been performed in compliance with the requirements specified in this Court's prior orders and in the Settlement Agreement. The Court previously approved both the Plan of Notice and the Notice of Settlement and now finds, orders, and adjudges that the notice to

the Settlement Class of the settlement fairness hearing was proper and sufficient under applicable laws, including Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause of the United States Constitution, and represents the most practical means of giving notice under the circumstances. Further, each putative member of the Settlement Class was afforded a reasonable opportunity to opt out or object.

5. Attached hereto as Exhibit "A" is a list of those putative members of the Settlement Class who have validly opted-out of the class settlement. The persons listed on Exhibit "A" are not bound by any of the following provisions of this order and final judgment, and they are not entitled to receive any Distribution Checks as a result of the settlement.

6. At the settlement fairness hearing, and in preparation for such hearing, the Court considered, among the other matters addressed in this order and final judgment: (a) the fairness, reasonableness and adequacy of the Settlement Agreement and the class settlement contemplated therein, and (b) the fairness and reasonableness of the application for Class Counsel Fees and Expenses.

7. The Court finds that the class settlement embodied in the Settlement Agreement is proper and is fair, reasonable and adequate within the meaning of Rule 23 of the Federal Rules of Civil Procedure, and was entered into between the Class Representatives and Defendants in good faith and without collusion. The Plan of Allocation and Distribution that is provided for in the Settlement Agreement is also specifically found to be fair and reasonable to the Settlement Class. The Settlement Agreement and the class settlement provided for thereunder are approved by this Court.

8. The Order on Class Certification for Settlement Purposes, previously entered by the Court for the purpose of certifying this action as a class action for settlement purposes only, pursuant to Rule 23 of the Federal Rules of Civil Procedure, is incorporated herein. This matter is, and has been, certified as a class action, for settlement purposes only.

9. This action is hereby DISMISSED WITH PREJUDICE to the re-filing of same or any portion thereof with respect to the Released Parties. The Court retains jurisdiction to administer the settlement distribution process as contemplated in the Settlement Agreement. The Court also retains jurisdiction to enforce this Order Approving Class Settlement and Final Judgment. Notwithstanding the jurisdiction that this Court retains as to such matters, this is a final judgment fully disposing of all claims as to Plaintiffs and Defendants and, therefore, is an appealable order and final judgment.

10. Each member of the Settlement Class is ordered and adjudged to have conclusively released the Released Claims against the Released Parties for the Released Period as to each of the Class Wells.

11. Each member of the Settlement Class is hereby barred and permanently enjoined from prosecuting, commencing or continuing any claim or action on any of the Released Claims, and as to any of the Released Parties, by way of claim, counterclaim, offset, or otherwise.

12. Distributions of the Net Settlement Amount to Settlement Class members shall be based on the assumptions that (a) very few sales of royalty interests have occurred during the claim and Released Period covered by the class settlement, (b) where sales did occur, it was the intent of the parties that the buyer was entitled to receive payment for past claims, and (c) where royalty interests passed through inheritance, devise or interfamily

transfers, it was the intent that the heir, devisee or transferee also receive payment for past claims. To the extent that these assumptions are not correct in relation to any particular transfers of interests, the Court orders that members of the Settlement Class who receive payment in those particular instances shall in turn make payment to the proper party entitled to such payment, as more fully described in the Settlement Agreement.

13. Any member of the Settlement Class who receives payment pursuant to the class settlement and fails to make payment to the proper party pursuant to paragraph 12 above, shall indemnify the Released Parties against any claim made against any of the other Released Parties by any other person or entity asserting entitlement to the payment.

14. Members of the Settlement Class who do not receive distributions from the Net Settlement Amount as a result of the assumptions described in paragraph 12 above shall be deemed to have released the Released Claims against all Released Parties, regardless of whether the Settlement Class member who did not receive a distribution from the Net Settlement Amount is entitled to some or all of the distribution made to another Settlement Class member, and regardless of whether the Settlement Class member to whom the distribution was made does or does not comply with the Court's order to make payment to the proper party.

15. Distribution of the proceeds from the class settlement shall be made to Settlement Class members in accordance with the Plan of Allocation and Distribution previously approved by the Court in this action. The Class Representative, Class Counsel, the Settlement Administrator, Defendants' Counsel, and the Released Parties shall have no liability to the Settlement Class or to any member of the Settlement Class for mis-payments, over-payments, under-payments, errors or omissions in the allocation or distribution

methodology or process, or for the results of such methodology or process, so long as no such party violates the Plan of Allocation and Distribution approved by the Court and/or violates other orders entered by the Court with respect to the distribution of the Net Settlement Amount. In the event that any Settlement Class member may establish a right to a greater share of the Net Settlement Amount allocated to a Class Well, that Settlement Class member's sole remedy shall be a claim against any other Settlement Class members in the Class Well who were paid more than their proportionate share of the Net Settlement Amount allocated to the Class Well.

16. By agreeing to settle the claims of the Settlement Class as to the Released Parties in the Class Lawsuit, Defendants do not admit, and indeed specifically dispute and deny, both the claims and assertions of the Class Representatives in the Class Lawsuit and any and all liability to the Settlement Class, the Class Representatives, and Class Counsel.

17. Class Counsel shall provide Defendants' Counsel with written notice within thirty (30) days after the Jeter Settlement Account is closed. Upon written request by Defendants' Counsel, all documents, electronic data and other materials produced by Defendants in the Class Lawsuit that were designated by Defendants as confidential, shall be returned to Defendants' Counsel or destroyed, as requested by Defendants' Counsel, within thirty (30) days of receipt of Plaintiffs' notice.

18. The class settlement approved by this order and final judgment is a compromise and settlement of disputed issues over whether this case could ever be validly certified as a class action suit for purposes of a trial on the merits (as opposed to for purposes of settlement), as well as disputed issues over the claims and defenses asserted in this suit. Neither the Court's certification of the Settlement Class, nor the Settlement Agreement (and the settlement

provided for therein), nor the carrying out of the class settlement may ever be used by any person or entity for any purpose in any subsequent litigation against any of the Released Parties for any other purpose, other than to enforce the terms of the Settlement Agreement and this Order Approving Class Action Settlement and Final Judgment.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** this \_\_\_\_\_day  
of \_\_\_\_\_, 2017

\_\_\_\_\_  
TERENCE C. KERN, U.S. DISTRICT COURT

\_\_\_\_\_  
JUDGE

ATTACHMENTS:  
Exhibit "A": List of Opt-Out

APPROVED:

---

Robert Burton, OBA #14195  
THE BURTON LAW FIRM  
First Place Tower, Suite 4022  
15 East Fifth Street  
Tulsa, OK 74103  
(918) 607-4891  
[RobtBurton@aol.com](mailto:RobtBurton@aol.com)  
*Attorney for Plaintiffs, Kevin L. Jeter and  
Joe A. Jeter, Individually and as Class  
Representatives on Behalf of All  
Similarly-Situated Persons*

---

J. Kevin Hayes, OBA #4003  
Pamela S. Anderson, OBA #11613  
HALL, ESTILL, HARDWICK  
GABLE, GOLDEN & NELSON  
320 S. Boston Avenue, Suite 200  
Tulsa, OK 74103-3708  
Telephone: (918) 594-0400  
Facsimile: (918) 594-0505  
E-mail: [khayes@hallestill.com](mailto:khayes@hallestill.com)  
Email: [panderson@hallestill.com](mailto:panderson@hallestill.com)  
*Attorney for Defendants  
Bullseye Energy, Inc., CEP Mid-Continent, L.L.C.,  
KRS&K, Gashoma, Inc., Purgatory Creek Gas, Inc.,  
Redbird Oil, Wild West Gas, LLC, White Hawk Gas, Inc.,  
Robert M. Kane, Louise Kane Roark, Ann Kane Seidman,  
Mark Kane, Pamela Brown, and Gary Brown*  
3131535.1:225653:01020

**EXHIBIT D-1  
IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

**KEVIN L. JETER, JOE A. JETER,  
BARBARA LUCAS, JAMES H. MILLER,  
SHARON RIGSBY MILLER, LARRY  
SMITH, and JANICE SUE PARKER,  
Individually and as Class Representatives  
on Behalf of All Similarly-Situated  
Persons,**

**Plaintiffs,**

**And**

**JAMES D. ENLOE, CARLOYN R.  
ENLOE, and SCOTT BAILY,  
Individually and as Class Representatives  
on Behalf of All Similarly-Situated  
Persons,**

**Consolidated Plaintiffs.**

**Case No. 12-CV-411-TCK-PJC  
BASE FILE**

**v.**

**BULLSEY ENERGY, INC., CEP MID-  
CONTINENT L.L.C., KRS&K, an  
Oklahoma Partnership, GASHOMA,  
INC., PURGATORY CREEK GAS,  
INC., REDBIRD OIL, an Oklahoma  
Partnership, WILD WEST GAS, LLC,  
WHITE HAWK GAS, INC.,  
FOUNTAINHEAD, LLC, ROBERT M.  
KANE, LOUISE KANE ROARK, ANN  
KANE SEIDMAN, MARK KANE,  
PAMELA BROWN, and GARY  
BROWN**

**Defendants/Consolidated Defendants,**

**Consolidated with:  
Case No. 15-CV-455-TCK-PJC**



**NOTICE OF SETTLEMENT OF CLASS ACTION AGAINST  
BULLSEYE ENERGY, INC. ET AL**

TO: THE POTENTIAL MEMBERS OF THE CERTIFIED CLASS

THE LAWSUIT CAPTIONED ABOVE HAS BEEN FILED AS A CLASS ACTION AGAINST BULLSEYE ENERGY, INC. ("BULLSEYE"), CEP MID-CONTINENT, LLC ("CEP"), AND OTHERS. THE CLASS ACTION LAWSUIT (THE "LAWSUIT") IS CURRENTLY PENDING IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA LOCATED IN TULSA, OKLAHOMA, CASE NO. 12-CV-411-TCK (PJC), CONSOLIDATED WITH CASE NO. 15-CV-455-TCK (PJC) (THE "COURT").

THE LAWSUIT WAS INITIATED BY INDIVIDUAL ROYALTY OWNERS ACTING ON BEHALF OF THEMSELVES AND OTHER SIMILARLY SITUATED ROYALTY OWNERS (THE "CLASS REPRESENTATIVES") AGAINST THE DEFENDANTS, SEEKING MONETARY DAMAGES AND OTHER APPLICABLE RELIEF ASSOCIATED WITH THE ALLEGED UNDERPAYMENT OF ROYALTIES AND RELATED CLAIMS. THE COURT HAS NOT RULED ON THE CLASS CERTIFICATION OR THE MERITS OF THE CLAIMS ASSERTED BY THE CLASS REPRESENTATIVES, OR THE AFFIRMATIVE DEFENSES ASSERTED BY THE DEFENDANTS. INSTEAD, THE CLASS REPRESENTATIVES AND THE DEFENDANTS HAVE ENTERED INTO A SETTLEMENT AGREEMENT.

THE CAPITALIZED WORDS USED IN THIS NOTICE WILL, UNLESS INDICATED OTHERWISE HEREIN, HAVE THE SAME MEANINGS THAT ARE GIVEN TO SUCH WORDS IN SUCH SETTLEMENT AGREEMENT.

IN ORDER FOR THE SETTLEMENT AGREEMENT TO BECOME EFFECTIVE, IF AT ALL, THE COURT MUST FIRST CONDUCT A HEARING TO DETERMINE THE FAIRNESS OF THE SETTLEMENT AGREEMENT (THE "FAIRNESS HEARING"). THE COURT MUST THEN ENTER AN ORDER APPROVING THE SETTLEMENT AGREEMENT, AND THE ORDER MUST BECOME FINAL AND NON-APPEALABLE.

IF YOU HAVE RECEIVED ROYALTY PAYMENTS FROM BULLSEYE ON A GAS WELL LOCATED IN THE COUNTIES OF NOWATA OR WASHINGTON, STATE OF OKLAHOMA, THIS NOTICE OF SETTLEMENT MAY AFFECT YOUR RIGHTS.

**PLEASE READ THIS NOTICE CAREFULLY**

**1. WHAT IS A CLASS ACTION?**

A CLASS ACTION IS A TYPE OF LAWSUIT IN WHICH A GROUP OF PEOPLE COLLECTIVELY ASSERT A COMMON CLAIM AGAINST A DEFENDANT. THE NAMED PLAINTIFFS INITIATE THE LAWSUIT ON BEHALF OF OTHER "SIMILARLY SITUATED PERSONS," ALSO KNOWN AS THE "PROPOSED CLASS." THE CLASS ACTION LAWSUIT PERMITS DAMAGES AND OTHER RELIEF TO BE CONSIDERED WITHOUT THE NECESSITY OF EACH PERSON INCURRING THE EXPENSE OF FILING A

SEPARATE LAWSUIT OR JOINING IN THE LAWSUIT. THE ORDERS AND JUDGMENTS IN THE CASE ARE THEN BINDING ON ALL CLASS MEMBERS.

## **2. WHY IS THIS NOTICE BEING SENT TO YOU?**

DEFENDANTS' RECORDS REFLECT THAT YOU HAVE BEEN PAID ROYALTIES ON NATURAL GAS PRODUCED FROM A WELL(S) LOCATED IN THE COUNTIES OF NOWATA OR WASHINGTON, STATE OF OKLAHOMA. YOU ARE THEREFORE BEING SENT THIS NOTICE OF SETTLEMENT BECAUSE YOU MAY BE A MEMBER OF THE CLASS.

THE ORDER CERTIFYING THIS LAWSUIT AS A CLASS ACTION DEFINED THE CLASS AS FOLLOWS:

ALL NON-EXCLUDED PERSONS OR ENTITIES (A) WHO OWN OR OWNED MINERALS IN THE STATE OF OKLAHOMA SUBJECT TO AN OIL AND GAS LEASE OR (B) WHO ARE OR WERE UNLEASED MINERAL OWNERS WHO HAVE ELECTED UNDER THE OKLAHOMA CORPORATION COMMISSION FORCED POOLING ORDER TO TAKE THE BONUS/ROYALTY OPTION, COVERING THE RELEASED PERIOD, WHEREIN (1) THEY RECEIVED ROYALTY ON THE SALE AND DISPOSITION OF GAS ATTRIBUTABLE TO BULLSEYE'S AND CEP'S INTERESTS IN THE WELLS LISTED ON EXHIBIT E; AND (2) THEIR ROYALTY PAYMENTS WERE REDUCED AS A RESULT OF THE REDUCTION OF PRODUCTION VOLUMES AND/OR PRODUCTION PROCEEDS ATTRIBUTABLE TO MARKETING, GATHERING, COMPRESSING, DEHYDRATING, TREATING, PROCESSING OR TRANSPORTING OF HYDROCARBONS PRODUCED FROM THE WELLS IDENTIFIED ON EXHIBIT E.

EXCLUDED FROM THE PROPOSED CLASS ARE (1) OVERRIDING ROYALTY OWNERS OR OTHER OWNERS WHO DERIVE THEIR INTEREST THROUGH THE OIL AND GAS LESSEE, (2) PERSONS OR ENTITIES WHO HAVE SETTLED OR RELEASED THE CLAIMS COVERED BY THE PETITION AND COMPLAINTS, AS AMENDED, FILED WITH THE COURT, (3) FEDERAL, STATE

AND LOCAL GOVERNMENTS, INCLUDING AGENCIES, DEPARTMENTS, OR INSTRUMENTALITIES OF THE UNITED STATES OF AMERICA OR STATE OF OKLAHOMA, (4) OIL AND GAS EXPLORATION, PRODUCTION, AND/OR MARKETING AND REFINING COMPANIES, AND THEIR AFFILIATED ENTITIES, AND (5) PERSONS OR ENTITIES THAT PLAINTIFFS' COUNSEL IS, OR MAY BE, PROHIBITED FROM REPRESENTING UNDER THE OKLAHOMA RULES OF PROFESSIONAL CONDUCT; **PROVIDED, HOWEVER,** THAT THE TERM "SETTLEMENT CLASS" SHALL NOT INCLUDE ANY PUTATIVE MEMBERS OF THE SETTLEMENT CLASS WHO TIMELY AND PROPERLY ELECT TO OPT-OUT OF THIS SETTLEMENT.

THUS, IF YOU ARE A NON-GOVERNMENTAL ROYALTY OWNER WHO RECEIVED PAYMENTS BASED ON PRODUCTION FROM A BULLSEYE NATURAL GAS WELL LOCATED IN THE COUNTIES OF NOWATA OR WASHINGTON, STATE OF OKLAHOMA, DURING THE TIME PERIOD FROM THE DATE EACH WELL BEGAN PRODUCING THROUGH THE DATE OF THIS NOTICE, YOU MAY BE A CLASS MEMBER.

YOU HAVE THE RIGHT TO REMAIN A MEMBER OF THE CLASS, OR THE RIGHT TO OPT OUT OF THE CLASS, OR THE RIGHT TO OBJECT TO THE PROPOSED SETTLEMENT AGREEMENT AND/OR CLASS COUNSEL'S REQUESTED FEES AND COSTS. SECTION 8 OF THIS NOTICE CONTAINS MORE INFORMATION ABOUT THESE OPTIONS.

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY, SO THAT YOU UNDERSTAND THESE RIGHTS.**

**3. THE LAWSUIT:**

**KEVIN L. JETER, ET AL., V. BULLSEYE ENERGY, INC., ET AL.**

THE LAWSUIT IS PENDING IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA LOCATED IN TULSA, OKLAHOMA, CASE NO. 12 -CV-411 TCK (PJC), CONSOLIDATED WITH CASE NO. 15-CV-455-TCK(PJC), AND IS CAPTIONED AS *KEVIN L. JETER, ET AL., V. BULLSEYE ENERGY, INC., ET AL.* JUDGE TERENCE C. KERN IS OVERSEEING THE LAWSUIT. THE LAWSUIT IS SUMMARIZED BELOW.

A. WHAT ARE THE CLAIMS AGAINST THE DEFENDANTS?

THE CLASS REPRESENTATIVES CLAIM THAT THE DEFENDANTS HAVE UNDERPAID ROYALTIES FROM THE WELLS LISTED ON EXHIBIT "E," LOCATED IN THE COUNTIES OF NOWATA AND WASHINGTON, STATE OF OKLAHOMA. THE CLASS REPRESENTATIVES ASSERT THAT BULLSEYE AND CEP BREACHED THE LEASE: CONTRACTS, INCLUDING THE IMPLIED DUTY TO MARKET THE GAS, AND BREACHED A FIDUCIARY DUTY ALLEGEDLY OWED TO ITS ROYALTY INTEREST OWNERS. THE CLASS REPRESENTATIVES FURTHER CLAIM THAT BULLSEYE HAS NOT REPORTED ROYALTY PAYMENTS CORRECTLY, IN VIOLATION OF THE OKLAHOMA PRODUCTION REVENUE STANDARDS ACT ("PRSA"), AND HAS MISREPRESENTED CERTAIN INFORMATION RELATED TO ITS ROYALTY PAYMENTS. THE FULL AND OTHER ALLEGATIONS MADE AGAINST THE DEFENDANTS ARE SET OUT IN THE PLEADINGS ON FILE IN THE CAPTIONED LAWSUIT.

B. WHAT ARE THE DEFENDANTS' DEFENSES?

DEFENDANTS DENY THE CLASS REPRESENTATIVES' CLAIMS, AND DENY ANY LIABILITY TO THE CLASS REPRESENTATIVES OR TO ANY MEMBERS OF THE CLASS. DEFENDANTS CONTEND THAT ROYALTIES WERE CALCULATED IN CONFORMANCE WITH THE TERMS OF THE APPLICABLE OIL AND GAS LEASES AND THAT THEY COMPLIED WITH THE PRSA AND ALL OTHER APPLICABLE LAW. DEFENDANTS CLAIM THAT MANY OF THE CLAIMS ARE A BARRED BY THE STATUTE OF LIMITATIONS. THE FULL CONTENTIONS AND OTHER DEFENSES OF THE DEFENDANTS ARE SET OUT IN THE PLEADINGS ON FILE IN THE CAPTIONED LAWSUIT.

C. WHAT IS THE EFFECT OF THE SETTLEMENT AGREEMENT ON THE LAWSUIT?

AFTER A THOROUGH ANALYSIS OF ALL CLAIMS AND DEFENSES, AND AFTER EXTENSIVE NEGOTIATIONS BETWEEN THE PARTIES, THE CLASS REPRESENTATIVES AND DEFENDANTS AGREED TO SETTLE AND RELEASE THE RELEASED CLAIMS AS TO THE RELEASED PARTIES UNDER THE TERMS SET FORTH IN THE SETTLEMENT AGREEMENT. THE PURPOSE OF THE SETTLEMENT AGREEMENT IS TO COMPROMISE AND SETTLE PROTRACTED, COMPLICATED, AND EXPENSIVE LITIGATION. IN REACHING THIS AGREEMENT, THE CLASS REPRESENTATIVES IN NO WAY CONCEDED THE VIABILITY OF THEIR CLAIMS, AND DEFENDANTS IN NO WAY ADMITTED LIABILITY. BY GIVING THIS NOTICE, THE COURT IS NOT EXPRESSING ANY OPINION REGARDING THE MERITS OF EITHER THE CLASS REPRESENTATIVES' CLAIMS OR DEFENDANTS' DEFENSES.

THE COURT ENTERED A PRELIMINARY ORDER APPROVING THE SETTLEMENT AGREEMENT ON \_\_\_\_\_, 2017. WITHIN TWENTY (20) BUSINESS DAYS AFTER THE COURT'S PRELIMINARY ORDER, BULLSEYE AND

CEP WERE REQUIRED TO DEPOSIT THE SETTLEMENT AMOUNT OF \$700,000.00 (SEVEN HUNDRED THOUSAND DOLLARS) INTO THE JETER SETTLEMENT ACCOUNT. FOLLOWING NOTICE, THE FAIRNESS HEARING, AND A FINAL AND NON-APPEALABLE ORDER, THE ULTIMATE DISTRIBUTION OF THE SETTLEMENT AMOUNT SHALL BE IN ACCORDANCE WITH THE PLAN OF ALLOCATION AND DISTRIBUTION ATTACHED TO THE SETTLEMENT AGREEMENT AND APPROVED BY THE COURT, AT WHICH TIME THE LAWSUIT WILL BE CONCLUDED AS TO THE CLAIMS AND DEFENSES BETWEEN CLASS REPRESENTATIVES AND THE DEFENDANTS.

**4. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT AGREEMENT?**

SOME OF THE PRIMARY TERMS OF THE SETTLEMENT AGREEMENT, WHICH THE COURT IS BEING ASKED TO APPROVE, ARE AS FOLLOWS:

BULLSEYE AND CEP WILL PAY THE SETTLEMENT AMOUNT OF \$700,000.00 (SEVEN HUNDRED THOUSAND DOLLARS) AS CONSIDERATION FOR ALL CLASS MEMBERS RELEASING THE RELEASED CLAIMS AGAINST THE RELEASED PARTIES AND ENTERING INTO A COVENANT NOT TO SUE (ALL AS DEFINED IN THE SETTLEMENT AGREEMENT). IN ADDITION, BULLSEYE HAS AGREED TO CALCULATE ROYALTIES PAYABLE TO CLASS MEMBERS IN THE FUTURE, FOR A PERIOD OF TEN (10) YEARS, BASED UPON A SUBSTANTIAL REDUCTION IN THE FUEL, COMPRESSION AND GATHERING FEES PREVIOUSLY BEING DEDUCTED WHEN ARRIVING AT THE PRICE UPON WHICH ROYALTIES HAD BEEN PAID IN THE PAST.

**5. WHAT ARE THE FEES AND COSTS ASSOCIATED WITH THE PROPOSED SETTLEMENT AGREEMENT?**

CLASS COUNSEL WILL SEEK ATTORNEY FEES IN AN AMOUNT NOT TO EXCEED THIRTY-THREEPERCENT (33%) OF THE TOTAL SETTLEMENT VALUE, (B) A CLASS REPRESENTATIVES' FEE OF TWENTY-ONE THOUSAND DOLLARS (\$21,000.00), AND (C) EXPERT FEES AND LITIGATION COSTS IN THE APPROXIMATE AMOUNT OF ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000.00). IF THE COURT APPROVES THIS REQUEST (IN WHOLE OR IN PART), THE AMOUNTS ALLOWED BY THE COURT WILL BE DEDUCTED FROM THE SETTLEMENT AMOUNT. THE NET SETTLEMENT AMOUNT WILL THEN BE DISTRIBUTED TO THE CLASS ACCORDING TO THE PLAN OF ALLOCATION AND DISTRIBUTION.

**6. WHAT ARE THE TERMS OF THE PLAN OF ALLOCATION AND DISTRIBUTION?**

SUBJECT TO THE COURT'S ORDER APPROVING THE SETTLEMENT AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PLAN OF ALLOCATION

AND DISTRIBUTION, BECOMING FINAL AND NON-APPEALABLE, THE NET SETTLEMENT AMOUNT WILL BE ALLOCATED TO CLASS WELLS BASED ON A FORMULA DEVELOPED BY CLASS COUNSEL'S EXPERTS, AND AGREED TO BY DEFENDANTS, WHEREBY THE NET SETTLEMENT AMOUNT WILL FIRST BE ALLOCATED TO EACH OF THE CLASS WELLS BASED IN PRIMARY PART UPON CONSIDERATION OF (A) THE TYPE OF ROYALTY CLAUSE AND LEASE LANGUAGE, IF ANY, CONTAINED IN THE LEASES THAT ADDRESSES WHETHER DEDUCTIONS ARE ALLOWED OR NOT, (B) THE ASSERTED MONETARY DAMAGES FOR EACH INDIVIDUAL CLASS WELL BASED ON AN ADJUSTMENT FOR LEASE TYPE, AND (C) THE TOTAL OF ALL ASSERTED MONETARY DAMAGES FOR ALL THE CLASS WELLS. THE MANNER OF ALLOCATION IS BASED ON THE ASSUMPTION THAT THE ALLEGED MONETARY DAMAGES ATTRIBUTABLE TO THE VARYING THEORIES AND CLAIMS FOR RELIEF IN THE LAWSUIT ARE IN THE SAME PROPORTION, AS TO EACH CLASS MEMBER, AS THE CLAIMS FOR ALLEGED ROYALTY UNDERPAYMENTS, ADJUSTED FOR LEASE TYPE, IN THE LAWSUIT. THE INDIVIDUAL CLASS WELL PORTION OF THE NET SETTLEMENT AMOUNT FOR EACH CLASS WELL SHALL BE ALLOCATED AND DISTRIBUTED AMONG CLASS MEMBERS OWNING ROYALTY INTERESTS IN THE CLASS WELL ACCORDING TO THEIR RESPECTIVE ROYALTY OWNERSHIP, AS ADJUSTED FOR LEASE TYPE. DISTRIBUTION SHALL BE PURSUANT TO CHECKS ISSUED TO THE CLASS MEMBERS AND PAYABLE OUT OF THE JETER SETTLEMENT ACCOUNT, SUBJECT TO FAIR INQUIRY AND CORRECTION.

**7. WHEN IS THE FAIRNESS HEARING?**

THE FAIRNESS HEARING WILL BE HELD ON \_\_\_\_ DAY \_\_\_\_\_, 2017 AT \_\_\_\_:\_\_\_\_ .M., JUDGE TERENCE C. KERN PRESIDING. THE FAIRNESS HEARING WILL BE HELD IN COURTROOM NO. \_\_\_\_ OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA, LOCATED AT 224 SOUTH BOULDER AVE., TULSA, OKLAHOMA 74103. YOU MAY BE REQUIRED TO PRESENT A VALID PHOTO ID AND/OR PASS THROUGH A METAL DETECTOR IN ORDER TO ENTER THE COURTHOUSE. ADDITIONAL INFORMATION ABOUT THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA MAY BE FOUND AT THE FOLLOWING WEBSITE: [WWW.OKND.USCOURTS.GOV](http://WWW.OKND.USCOURTS.GOV)

**8. WHAT ARE YOUR OPTIONS AS A CLASS MEMBER?**

**A. REMAINING A CLASS MEMBER**

IF YOU CHOOSE TO REMAIN A CLASS MEMBER, YOU DO NOT NEED TO TAKE ANY ACTION WHATSOEVER. CLASS COUNSEL WILL CONTINUE TO REPRESENT YOUR INTERESTS AS A MEMBER OF THE CLASS. YOU WILL NOT BE CHARGED FOR THEIR SERVICES OR COSTS, OTHER THAN AS MAY BE DEDUCTED FROM THE SETTLEMENT AMOUNT, AS APPROVED BY THE COURT. IF YOU REMAIN A CLASS MEMBER, YOU MAY PARTICIPATE IN ANY RELIEF OBTAINED ON BEHALF OF THE CLASS BY WAY OF THE SETTLEMENT AGREEMENT. FOR THIS

REASON, YOU SHOULD NOTIFY CLASS COUNSEL (IN WRITING AT THE ADDRESS PROVIDED IN SECTION 10 OF THIS NOTICE) OF ANY CORRECTIONS TO, OR CHANGES IN, YOUR NAME OR ADDRESS.

BY TAKING NO ACTION, YOU WILL BE BOUND BY THE SETTLEMENT AGREEMENT, IF APPROVED BY THE COURT. YOU ARE ADVISED THAT THE CLASS REPRESENTATIVES AND CLASS COUNSEL BELIEVE THAT THE PROPOSED SETTLEMENT IS IN THE BEST INTEREST OF THE CLASS AND, THEREFORE, THEY INTEND TO SUPPORT THE SETTLEMENT AGREEMENT AT THE FAIRNESS HEARING.

#### B. OPTING OUT

IF YOU ARE A MEMBER OF THE CLASS, YOU MAY ELECT TO BE EXCLUDED FROM THE CLASS ("OPT OUT"). BY OPTING OUT, YOU ARE ELECTING NOT TO PARTICIPATE IN THE SETTLEMENT AGREEMENT. TO OPT OUT OF THE CLASS, YOU MUST NOTIFY CLASS COUNSEL AND COUNSEL FOR THE DEFENDANTS IN WRITING NO LATER THAN TWENTY (20) DAYS BEFORE THE FAIRNESS HEARING. IF YOU DO NOT OPT OUT OF THE CLASS IN WRITING IN A TIMELY FASHION, YOU WILL REMAIN A CLASS MEMBER AND WILL BE BOUND BY ANY RULINGS, DECISIONS, OR JUDGMENTS AFFECTING THE CLASS.

TO OPT OUT OF THE CLASS, YOUR LETTER MUST BE POSTMARKED OR HAND-DELIVERED NO LATER THAN TWENTY (20) DAYS BEFORE THE FAIRNESS HEARING TO BOTH CLASS COUNSEL, C/O ROBERT BURTON, THE BURTON LAW FIRM, FIRST PLACE TOWER, SUITE 4022, 15 E. FIFTH ST., TULSA, OKLAHOMA 74103, AND COUNSEL FOR DEFENDANTS, C/O J. KEVIN HAYES, HALL ESTILL, 320 SOUTH BOSTON AVE., SUITE 200, TULSA OK 74103. YOUR LETTER SHOULD GENERALLY STATE AS FOLLOWS:

I DO NOT WANT TO BE A MEMBER OF THE CLASS IN *KEVIN L. JETER, ET AL., V. BULLSEYE ENERGY, INC, ET AL.*, CASE NO. 12-CV-411-TCK (PJC), CONSOLIDATED WITH CASE NO. 15-CV-455-TCK(PJC), IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA. I UNDERSTAND THAT, BY OPTING OUT OF THE CLASS, I WILL NOT SHARE IN THE SETTLEMENT AMOUNT. I FURTHER UNDERSTAND THAT IT WILL BE MY RESPONSIBILITY TO PURSUE ANY CLAIM I MAY HAVE, IF I SO DESIRE, ON MY OWN AND AT MY EXPENSE.

YOUR LETTER MUST ALSO STATE YOUR FULL NAME AND MAILING ADDRESS WHERE YOU CURRENTLY RESIDE AND, IF AVAILABLE, WHERE YOU HAD RECEIVED YOUR ROYALTY CHECKS. THE LETTER MUST BE SIGNED

BY YOU AND ACKNOWLEDGED BY A NOTARY PUBLIC IN ORDER FOR YOUR OPT OUT OF THE CLASS TO BE EFFECTIVE.

NOTE, YOU CANNOT OPT OUT **AND** OBJECT. IF YOU ATTEMPT TO OPT OUT AND OBJECT, THE COURT WILL DISREGARD YOUR OBJECTION AND GIVE EFFECT TO YOUR OPT OUT, SO THAT YOU WILL NO LONGER BE ABLE TO PARTICIPATE IN THE SETTLEMENT. BY OPTING OUT, YOU ARE ELECTING NOT TO PARTICIPATE IN THE SETTLEMENT.

### C. OBJECTING

YOU MAY REMAIN A CLASS MEMBER BUT STILL OBJECT TO THE PROPOSED SETTLEMENT AND/OR THE REQUESTED FEES AND COSTS AS SET FORTH ABOVE. IF YOU OBJECT, YOU MAY RETAIN YOUR OWN ATTORNEY TO REPRESENT YOU, AT YOUR OWN COST.

IN ORDER TO OBJECT, YOU MUST FILE A STATEMENT WITH THE COURT WITHIN TWENTY (20) DAYS BEFORE THE FAIRNESS HEARING. THE STATEMENT SHOULD CONTAIN THE FOLLOWING INFORMATION:

1. A HEADING REFERRING TO *KEVIN L. JETER, ET AL., V. BULLSEYE ENERGY, INC., ET AL.*, CASE NO. 12-CV-411-TCK(PJC), CONSOLIDATED WITH CASE NO. 15-CV-455-TCK(PJC),, IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA;
2. YOUR NAME, ADDRESS, AND TELEPHONE NUMBER, AND THE SAME INFORMATION FOR YOUR ATTORNEY (IF ANY);
3. YOUR INTEREST IN THE CLASS WELLS AND, IF APPLICABLE, YOUR OWNER NUMBER;
4. A DETAILED STATEMENT OF THE SPECIFIC LEGAL AND FACTUAL BASIS FOR EACH AND EVERY OBJECTION;
5. A LIST OF ANY WITNESSES YOU MAY CALL AT THE FAIRNESS HEARING, TOGETHER WITH A BRIEF SUMMARY OF EACH WITNESS'S EXPECTED TESTIMONY;
6. A LIST AND COPIES OF ANY EXHIBITS YOU MAY SEEK TO USE AT THE FAIRNESS HEARING;
7. A LIST OF ANY LEGAL AUTHORITY YOU MAY PRESENT AT THE FAIRNESS HEARING; AND
8. YOUR NOTARIZED SIGNATURE.



YOUR STATEMENT MUST BE RECEIVED BY THE COURT FOR FILING NO LATER THAN 4:30 P.M., AT LEAST TWENTY (20) DAYS BEFORE THE FAIRNESS HEARING. YOU MUST ALSO MAIL A COPY OF YOUR STATEMENT TO BOTH CLASS COUNSEL, C/O ROBERT BURTON, THE BURTON LAW FIRM, FIRST PLACE TOWER, SUITE 4022, 15 E. FIFTH ST., TULSA, OKLAHOMA 74103, AND COUNSEL FOR DEFENDANTS, C/O J. KEVIN HAYES, HALL ESTILL, 320 SOUTH BOSTON AVE., SUITE 200, TULSA OK 74103.

THE COURT WILL CONSIDER ALL VALID WRITTEN OBJECTIONS. HOWEVER, OBJECTING CLASS MEMBERS MUST ALSO APPEAR AT THE FAIRNESS HEARING, EITHER PERSONALLY OR THROUGH COUNSEL, IN ORDER TO PRESENT THEIR OBJECTIONS. THE COURT MAY SUMMARILY OVERRULE ANY OBJECTION IF THE OBJECTING CLASS MEMBER DOES NOT APPEAR AT THE FAIRNESS HEARING. THE COURT MAY ALSO SUMMARILY OVERRULE ANY OBJECTION WHICH DOES NOT STRICTLY COMPLY WITH THE TERMS OF THIS SECTION. FAILURE TO COMPLY WITH THIS SECTION SHALL CONSTITUTE WAIVER OF ANY OBJECTION TO THE SETTLEMENT AGREEMENT.

**9. WHAT IS THE EFFECT OF NON-APPROVAL?**

IF THE COURT DOES NOT APPROVE THE SETTLEMENT AGREEMENT, OR IF THE COURT'S ORDER DOES NOT BECOME FINAL AND NON-APPEALABLE, THEN THE SETTLEMENT AGREEMENT SHALL BECOME NULL AND VOID. IF, FOR ANY REASON, THE SETTLEMENT AGREEMENT BECOMES NULL AND VOID, THE PARTIES WILL BE RESTORED TO THE POSITIONS THEY OCCUPIED PRIOR TO SIGNING THE SETTLEMENT AGREEMENT, AND THE CASE WILL PROCEED AS IF THE SETTLEMENT AGREEMENT HAD NOT OCCURRED.

**10. WHAT IS THE SCOPE OF THIS NOTICE?**

THIS NOTICE IS ONLY A SUMMARY OF CERTAIN KEY ASPECTS OF THE LAWSUIT AND PROPOSED SETTLEMENT AGREEMENT. FOR MORE DETAILED INFORMATION, PLEASE SEE THE COURT FILE FOR CASE NO. 12-CV-411-TCK(PJC), CONSOLIDATED WITH CASE NO. 15-CV-455-TCK(PJC), AVAILABLE DURING REGULAR BUSINESS HOURS FOR INSPECTION AND COPYING AT THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA, LOCATED AT 333 WEST FOURTH STREET, TULSA, OKLAHOMA. YOU MAY ALSO CONTACT CLASS COUNSEL.

**DO NOT WRITE OR TELEPHONE THE COURT CLERK'S OFFICE  
IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE.**

**ANY QUESTIONS CONCERNING THIS NOTICE OR THE LAWSUIT SHOULD  
BE DIRECTED TO CLASS COUNSEL.**

CLASS COUNSEL IS:  
Robert Burton, OBA #14195  
THE BURTON LAW FIRM  
First Place Tower, Suite 4022  
15 East Fifth Street  
Tulsa, OK 74103  
(918) 607-4891  
[RobtBurton@aol.com](mailto:RobtBurton@aol.com)

IN ANY WRITTEN CORRESPONDENCE WITH THE CLASS COUNSEL, IT IS IMPORTANT THAT THE ENVELOPE AND ANY DOCUMENTS INSIDE CONTAIN THE FOLLOWING CASE NAME AND IDENTIFYING NUMBERS FOR THE LAWSUIT: *KEVIN L. JETER, ET AL., V. BULLSEYE ENERGY, INC., ET AL.*, **CASE NO. 12-CV-411, CONSOLIDATED WITH CASE NO. 15-CV-455-TCK(PJC)**, UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA. IN ADDITION, YOU SHOULD INCLUDE YOUR FULL NAME, BULLSEYE OWNER NUMBER(S) IF KNOWN, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER.

IF YOU BELIEVE THAT YOU ARE A CLASS MEMBER, BUT YOU DID NOT RECEIVE A COPY OF THIS NOTICE BY MAIL, YOU SHOULD CONTACT CLASS COUNSEL CONCERNING YOUR CLAIM. YOU MAY ALSO SEEK THE ADVICE OF YOUR OWN ATTORNEY, AT YOUR OWN EXPENSE.

**PLEASE DO NOT CALL THE COURT OR THE COURT CLERK.**

**PLEASE DO NOT CALL OR CONTACT DEFENDANTS OR DEFENDANTS' ATTORNEYS CONCERNING THIS PROPOSED SETTLEMENT.**

A COPY OF THE COMPLETE SETTLEMENT AGREEMENT AND EXHIBITS CAN BE REVIEWED AT THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA, LOCATED AT 333 WEST FOURTH STREET, ROOM 411, TULSA, OKLAHOMA 74103.

ISSUED \_\_\_\_\_, 2017  
BY ORDER OF JUDGE TERENCE C. KERN

EXHIBIT D-2  
**NOTICE OF SETTLEMENT OF CLASS ACTION**  
**AGAINST BULLSEYE ENERGY INC. ET AL.**

**TO: THE POTENTIAL MEMBERS OF THE CERTIFIED CLASS**

A SETTLEMENT HAS BEEN PROPOSED BY TWO OF THE PLAINTIFFS AND ALL OF THE DEFENDANTS IN THE LAWSUIT CAPTIONED BELOW (THE "LAWSUIT") PENDING IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA LOCATED IN TULSA, OKLAHOMA, CASE NO. 12-CV-411-TCK(PJC), CONSOLIDATED WITH CASE NO. 15-CV-455-TCK (PJC), (THE "COURT"):

*KEVIN L. JETER, ET AL., V. BULLSEYE ENERGY, INC., ET AL.*, CASE NO. 12-CV-411-TCK(PJC), CONSOLIDATED WITH CASE NO. 15-CV-455-TCK(PJC),

THE CLASS REPRESENTATIVES AND DEFENDANTS HAVE ENTERED INTO A SETTLEMENT AGREEMENT. THE CAPITALIZED WORDS USED IN THIS NOTICE WILL, UNLESS INDICATED OTHERWISE HEREIN, HAVE THE SAME MEANINGS THAT ARE GIVEN TO SUCH WORDS IN SUCH SETTLEMENT AGREEMENT.

IN ORDER FOR THE SETTLEMENT AGREEMENT TO BECOME EFFECTIVE, IF AT ALL, THE COURT MUST FIRST CONDUCT A HEARING TO DETERMINE THE FAIRNESS OF THE SETTLEMENT AGREEMENT (THE "FAIRNESS HEARING"). THE COURT MUST THEN ENTER AN ORDER APPROVING THE SETTLEMENT AGREEMENT, AND THE ORDER MUST BECOME FINAL AND NON-APPEALABLE.

IF YOU HAVE RECEIVED ROYALTY PAYMENTS FROM BULLSEYE ON A GAS WELL LOCATED IN THE COUNTIES OF NOWATA OR WASHINGTON, STATE OF OKLAHOMA, THIS NOTICE OF SETTLEMENT MAY AFFECT YOUR RIGHTS.

**PLEASE READ THIS NOTICE CAREFULLY**

**1. WHAT IS A CLASS ACTION?**

A CLASS ACTION IS A TYPE OF LAWSUIT IN WHICH A GROUP OF PEOPLE COLLECTIVELY ASSERT A COMMON CLAIM AGAINST A DEFENDANT. THE NAMED PLAINTIFFS INITIATED THE LAWSUIT ON BEHALF OF OTHER "SIMILARLY SITUATED PERSONS," ALSO KNOWN AS THE "PROPOSED CLASS." THE CLASS ACTION LAWSUIT PERMITS DAMAGES AND OTHER RELIEF TO BE CONSIDERED WITHOUT THE NECESSITY OF EACH PERSON INCURRING THE EXPENSE OF FILING

A SEPARATE LAWSUIT OR JOINING IN THE LAWSUIT. THE ORDERS AND JUDGMENTS IN THE CASE ARE THEN BINDING ON ALL CLASS MEMBERS.

## **2. AM I A MEMBER OF THE CLASS?**

YOU ARE A CLASS MEMBER IF YOU FALL WITHIN THE DEFINITION OF THE CLASS. THE ORDER CERTIFYING THIS LAWSUIT AS A CLASS ACTION DEFINED THE CLASS AS FOLLOWS:

ALL NON-EXCLUDED PERSONS OR ENTITIES (A) WHO OWN OR OWNED MINERALS IN THE STATE OF OKLAHOMA SUBJECT TO AN OIL AND GAS LEASE OR (B) WHO ARE OR WERE UNLEASED MINERAL OWNERS WHO HAVE ELECTED UNDER THE OKLAHOMA CORPORATION COMMISSION FORCED POOLING ORDER TO TAKE THE BONUS/ROYALTY OPTION, COVERING THE RELEASED PERIOD, WHEREIN (1) THEY RECEIVED ROYALTY ON THE SALE AND DISPOSITION OF GAS ATTRIBUTABLE TO BULLSEYE'S AND CEP'S INTERESTS IN THE WELLS LISTED ON EXHIBIT E; AND (2) THEIR ROYALTY PAYMENTS WERE REDUCED AS A RESULT OF THE REDUCTION OF PRODUCTION VOLUMES AND/OR PRODUCTION PROCEEDS ATTRIBUTABLE TO MARKETING, GATHERING, COMPRESSING, DEHYDRATING, TREATING, PROCESSING OR TRANSPORTING OF HYDROCARBONS PRODUCED FROM THE WELLS IDENTIFIED ON EXHIBIT E.

EXCLUDED FROM THE PROPOSED CLASS ARE (1) OVERRIDING ROYALTY OWNERS OR OTHER OWNERS WHO DERIVE THEIR INTEREST THROUGH THE OIL AND GAS LESSEE, (2) PERSONS OR ENTITIES WHO HAVE SETTLED OR RELEASED THE CLAIMS COVERED BY THE COMPLAINT, AS AMENDED, FILED WITH THE COURT, (3) FEDERAL, STATE AND LOCAL GOVERNMENTS, INCLUDING AGENCIES, DEPARTMENTS, OR INSTRUMENTALITIES OF THE UNITED STATES OF AMERICA OR STATE OF OKLAHOMA, (4) OIL AND GAS EXPLORATION, PRODUCTION, AND/OR MARKETING AND REFINING COMPANIES, AND THEIR AFFILIATED

ENTITIES, AND (5) PERSONS OR ENTITIES THAT PLAINTIFFS' COUNSEL IS, OR MAY BE, PROHIBITED FROM REPRESENTING UNDER THE OKLAHOMA RULES OF PROFESSIONAL CONDUCT; **PROVIDED, HOWEVER,** THAT THE TERM "SETTLEMENT CLASS" SHALL NOT INCLUDE ANY PUTATIVE MEMBERS OF THE SETTLEMENT CLASS WHO TIMELY AND PROPERLY ELECT TO OPT-OUT OF THIS SETTLEMENT.

THUS, IF YOU ARE A NON-GOVERNMENTAL ROYALTY OWNER WHO RECEIVED PAYMENTS BASED ON PRODUCTION FROM A BULLSEYE NATURAL GAS WELL LOCATED IN THE COUNTIES OF NOWATA OR WASHINGTON, STATE OF OKLAHOMA, DURING THE TIME PERIOD FROM THE DATE EACH WELL COMMENCED PRODUCING TIME PERIOD THROUGH THE DATE OF THIS NOTICE, YOU MAY BE A CLASS MEMBER.

**3. WHAT ARE THE CLAIMS AGAINST THE DEFENDANTS AND WHAT ARE THE DEFENDANTS' DEFENSES?**

THE CLASS REPRESENTATIVES CLAIM THAT THE DEFENDANTS HAVE UNDERPAID ROYALTIES FROM THE WELLS LISTED ON EXHIBIT E TO THE SETTLEMENT AGREEMENT, WHICH WELLS ARE LOCATED IN THE COUNTIES OF NOWATA AND WASHINGTON, STATE OF OKLAHOMA. THE FULL AND OTHER ALLEGATIONS MADE AGAINST THE DEFENDANTS ARE SET OUT IN THE PLEADINGS ON FILE IN THE CAPTIONED LAWSUIT.

DEFENDANTS DENY THE CLASS REPRESENTATIVES' CLAIMS, AND DENY ANY LIABILITY TO THE CLASS REPRESENTATIVES OR TO ANY MEMBERS OF THE CLASS. DEFENDANTS CONTEND THAT ROYALTIES WERE CALCULATED AND PAID IN CONFORMANCE WITH THE TERMS OF THEIR LEASES AND THAT THEY COMPLIED WITH THE PRSA AND ALL OTHER APPLICABLE LAW. THE FULL CONTENTIONS AND OTHER DEFENSES OF THE DEFENDANTS ARE SET OUT IN THE PLEADINGS ON FILE IN THE CAPTIONED LAWSUIT.

**4. WHAT IS THE EFFECT OF THE SETTLEMENT AGREEMENT ON THE LAWSUIT?**

AFTER A THOROUGH ANALYSIS OF ALL CLAIMS AND DEFENSES, AND AFTER EXTENSIVE NEGOTIATIONS BETWEEN THE PARTIES, THE CLASS REPRESENTATIVES AND THE DEFENDANTS AGREED TO SETTLE AND RELEASE THE RELEASED CLAIMS AS TO THE RELEASED PARTIES UNDER THE TERMS SET FORTH IN THE SETTLEMENT AGREEMENT. THE PURPOSE OF THE SETTLEMENT AGREEMENT IS TO COMPROMISE AND SETTLE PROTRACTED,

COMPLICATED, AND EXPENSIVE LITIGATION. IN REACHING THIS AGREEMENT, THE CLASS REPRESENTATIVES IN NO WAY CONCEDED THE VIABILITY OF THEIR CLAIMS, AND THE DEFENDANTS IN NO WAY ADMITTED LIABILITY. BY GIVING THIS NOTICE, THE COURT IS NOT EXPRESSING ANY OPINION REGARDING THE MERITS OF EITHER THE CLASS REPRESENTATIVES' CLAIMS OR THE DEFENDANTS' DEFENSES.

THE COURT ENTERED A PRELIMINARY ORDER APPROVING THE SETTLEMENT AGREEMENT ON \_\_\_\_\_ 2017 WITHIN TWENTY (20) BUSINESS DAYS AFTER THE COURT'S PRELIMINARY ORDER, BULLSEYE AND CEP WERE REQUIRED TO DEPOSIT THE SETTLEMENT AMOUNT OF \$700,000.00 (SEVEN HUNDRED THOUSAND DOLLARS) INTO THE JETER SETTLEMENT ACCOUNT. FOLLOWING NOTICE, THE FAIRNESS HEARING, AND A FINAL AND NON-APPEALABLE ORDER, THE ULTIMATE DISTRIBUTION OF THE SETTLEMENT AMOUNT SHALL BE IN ACCORDANCE WITH THE PLAN OF ALLOCATION AND DISTRIBUTION ATTACHED TO THE SETTLEMENT AGREEMENT AND APPROVED BY THE COURT, AT WHICH TIME THE LAWSUIT WILL BE CONCLUDED AS TO THE CLAIMS AND DEFENSES BETWEEN CLASS REPRESENTATIVES AND THE DEFENDANTS.

**5. WHEN IS THE FAIRNESS HEARING?**

THE FAIRNESS HEARING WILL BE HELD ON \_\_\_\_ DAY \_\_\_\_\_, 2017 AT \_\_:\_\_ \_M., JUDGE TERENCE C. KERN PRESIDING. THE FAIRNESS HEARING WILL BE HELD IN COURTROOM NO. \_\_\_\_\_ OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA, LOCATED AT 224 SOUTH BOULDER AVENUE, TULSA, OKLAHOMA 74103. YOU MAY BE REQUIRED TO PRESENT A VALID PHOTO ID AND/OR PASS THROUGH A METAL DETECTOR IN ORDER TO ENTER THE COURTHOUSE. ADDITIONAL INFORMATION ABOUT THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA MAY BE FOUND AT THE FOLLOWING WEBSITE: [WWW.OKND.USCOURTS.GOV](http://WWW.OKND.USCOURTS.GOV)

**6. WHAT ARE YOUR OPTIONS AS A CLASS MEMBER?**

**A. REMAINING A CLASS MEMBER**

IF YOU CHOOSE TO REMAIN A CLASS MEMBER, YOU DO NOT NEED TO TAKE ANY ACTION WHATSOEVER. CLASS COUNSEL WILL CONTINUE TO REPRESENT YOUR INTERESTS AS A MEMBER OF THE CLASS. YOU WILL NOT BE CHARGED FOR THEIR SERVICES OR COSTS, OTHER THAN AS MAY BE DEDUCTED FROM THE SETTLEMENT AMOUNT, AS APPROVED BY THE COURT. IF YOU REMAIN A CLASS MEMBER, YOU MAY PARTICIPATE IN ANY RELIEF OBTAINED ON BEHALF OF 'THE CLASS BY WAY OF THE SETTLEMENT AGREEMENT. FOR THIS REASON, YOU SHOULD NOTIFY CLASS COUNSEL (IN WRITING AT THE ADDRESS PROVIDED IN SECTION 10

OF THIS NOTICE) OF ANY CORRECTIONS TO, OR CHANGES IN, YOUR NAME OR ADDRESS.

BY TAKING NO ACTION, YOU WILL BE BOUND BY THE SETTLEMENT AGREEMENT, IF APPROVED BY THE COURT. YOU ARE ADVISED THAT THE CLASS REPRESENTATIVES AND CLASS COUNSEL BELIEVE THAT THE PROPOSED SETTLEMENT IS IN THE BEST INTEREST OF THE CLASS AND, THEREFORE, THEY INTEND TO SUPPORT THE SETTLEMENT AGREEMENT AT THE FAIRNESS HEARING.

**B. OPTING OUT**

IF YOU ARE A MEMBER OF THE CLASS, YOU MAY ELECT TO BE EXCLUDED FROM THE CLASS ("OPT OUT"). BY OPTING OUT, YOU ARE ELECTING NOT TO PARTICIPATE IN THE SETTLEMENT AGREEMENT. TO OPT OUT OF THE CLASS, YOU MUST NOTIFY CLASS COUNSEL AND DEFENDANTS' COUNSEL IN WRITING NO LATER THAN TWENTY (20) DAYS BEFORE THE FAIRNESS HEARING. IF YOU DO NOT OPT OUT OF THE CLASS IN WRITING IN A TIMELY FASHION, YOU WILL REMAIN A CLASS MEMBER AND WILL BE BOUND BY ANY RULINGS, DECISIONS, OR JUDGMENTS AFFECTING THE CLASS.

TO OPT OUT OF THE CLASS, YOUR LETTER MUST BE POSTMARKED OR HAND-DELIVERED NO LATER TWENTY (20) DAYS BEFORE THE FAIRNESS HEARING TO BOTH CLASS COUNSEL, C/O ROBERT BURTON, FIRST PLACE TOWER, 15 EAST FIFTH STREET, TULSA, OKLAHOMA 74103, AND COUNSEL FOR DEFENDANTS, C/O J. KEVIN HAYES, HALL ESTILL, 320 SOUTH BOSTON AVENUE, TULSA, OKLAHOMA 74103. YOUR LETTER SHOULD GENERALLY STATE AS FOLLOWS:

I DO NOT WANT TO BE A MEMBER OF THE CLASS IN *KEVIN L. JETER, ET AL., V. BULLSYE ENERGY, INC., ET AL.*, CASE NO. 12-CIV-411-TCK (PJC), CONSOLIDATED WITH CASE NO. 15-CV-455-TCK (PJC), IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA. I UNDERSTAND THAT, BY OPTING OUT OF THE CLASS, I WILL NOT SHARE IN THE SETTLEMENT AMOUNT. I FURTHER UNDERSTAND THAT IT WILL BE MY RESPONSIBILITY TO PURSUE ANY CLAIM I MAY HAVE, IF I SO DESIRE, ON MY OWN AND AT MY EXPENSE.

YOUR LETTER MUST ALSO STATE YOUR FULL NAME AND MAILING ADDRESS WHERE YOU CURRENTLY RESIDE AND, IF AVAILABLE, WHERE YOU HAD RECEIVED YOUR ROYALTY CHECKS. THE LETTER MUST BE SIGNED BY YOU AND ACKNOWLEDGED BY A

NOTARY PUBLIC IN ORDER FOR YOUR OPT OUT OF THE CLASS TO BE EFFECTIVE.

NOTE, YOU CANNOT OPT OUT **AND** OBJECT. IF YOU ATTEMPT TO OPT OUT AND OBJECT, THE COURT WILL DISREGARD YOUR OBJECTION AND GIVE EFFECT TO YOUR OPT OUT, SO THAT YOU WILL NO LONGER BE ABLE TO PARTICIPATE IN THE SETTLEMENT. BY OPTING OUT, YOU ARE ELECTING NOT TO PARTICIPATE IN THE SETTLEMENT.

### C. OBJECTING

YOU MAY REMAIN A CLASS MEMBER BUT STILL OBJECT TO THE PROPOSED SETTLEMENT AND/OR THE REQUESTED FEES AND COSTS AS SET FORTH ABOVE. IF YOU OBJECT, YOU MAY RETAIN YOUR OWN ATTORNEY TO REPRESENT YOU, AT YOUR OWN COST.

IN ORDER TO OBJECT, YOU MUST FILE A STATEMENT WITH THE COURT WITHIN TWENTY (20) DAYS BEFORE THE FAIRNESS HEARING. THE STATEMENT SHOULD CONTAIN THE FOLLOWING INFORMATION:

1. A HEADING REFERRING TO *KEVIN L. JETER, ET AL., V. BULLSYE ENERGY, INC., ET AL.*, CASE NO. 12-CV-411-TCK (PJC), CONSOLIDATED WITH CASE NO. 15-CV-455-TCK(PJC), IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA;
2. YOUR NAME, ADDRESS, AND TELEPHONE NUMBER, AND THE SAME INFORMATION FOR YOUR ATTORNEY (IF ANY);
3. YOUR INTEREST IN THE CLASS WELLS AND, IF APPLICABLE, YOUR OWNER NUMBER;
4. A DETAILED STATEMENT OF THE SPECIFIC LEGAL AND FACTUAL BASIS FOR EACH AND EVERY OBJECTION;
5. A LIST OF ANY WITNESSES YOU MAY CALL AT THE FAIRNESS HEARING, TOGETHER WITH A BRIEF SUMMARY OF EACH WITNESS'S EXPECTED TESTIMONY;
6. A LIST AND COPIES OF ANY EXHIBITS YOU MAY SEEK TO USE AT THE FAIRNESS HEARING;
7. A LIST OF ANY LEGAL AUTHORITY YOU MAY PRESENT AT THE FAIRNESS HEARING; AND
8. YOUR NOTARIZED SIGNATURE.



YOUR STATEMENT MUST BE RECEIVED BY THE COURT FOR FILING NO LATER THAN 4:30 P.M., AT LEAST TWENTY (20) DAYS BEFORE THE FAIRNESS HEARING. YOU MUST ALSO MAIL A COPY OF YOUR STATEMENT TO BOTH CLASS COUNSEL, C/O ROBERT BURTON, FIRST PLACE TOWER, 15 EAST FIFTH STREET, TULSA, OKLAHOMA 74103, AND COUNSEL FOR DEFENDANTS, C/O J. KEVIN HAYES, HALL ESTILL, 320 SOUTH BOSTON AVENUE, TULSA, OKLAHOMA 74103.

THE COURT WILL CONSIDER ALL VALID WRITTEN OBJECTIONS. HOWEVER, OBJECTING CLASS MEMBERS MUST ALSO APPEAR AT THE FAIRNESS HEARING, EITHER PERSONALLY OR THROUGH COUNSEL, IN ORDER TO PRESENT THEIR OBJECTIONS. THE COURT MAY SUMMARILY OVERRULE ANY OBJECTION IF THE OBJECTING CLASS MEMBER DOES NOT APPEAR AT THE FAIRNESS HEARING. THE COURT MAY ALSO SUMMARILY OVERRULE ANY OBJECTION WHICH DOES NOT STRICTLY COMPLY WITH THE TERMS OF THIS SECTION. FAILURE TO COMPLY WITH THIS SECTION SHALL CONSTITUTE WAIVER OF ANY OBJECTION TO THE SETTLEMENT AGREEMENT.

**9. WHAT IS THE EFFECT OF NON-APPROVAL?**

IF THE COURT DOES NOT APPROVE THE SETTLEMENT AGREEMENT, OR IF THE COURT'S ORDER DOES NOT BECOME FINAL AND NON-APPEALABLE, THEN THE SETTLEMENT AGREEMENT SHALL BECOME NULL AND VOID. IF, FOR ANY REASON, THE SETTLEMENT AGREEMENT BECOMES NULL AND VOID, THE PARTIES WILL BE RESTORED TO THE POSITIONS THEY OCCUPIED PRIOR TO SIGNING THE SETTLEMENT AGREEMENT, AND THE CASE WILL PROCEED AS IF THE SETTLEMENT AGREEMENT HAD NOT OCCURRED.

**8. WHAT IS THE SCOPE OF THIS NOTICE?**

THIS NOTICE IS ONLY A SUMMARY OF CERTAIN KEY ASPECTS OF THE LAWSUIT AND PROPOSED SETTLEMENT AGREEMENT. FOR MORE DETAILED INFORMATION, PLEASE SEE THE COURT FILE FOR **CASE NO. 12-CV-411-TCK (JPC), CONSOLIDATED WITH CASE NO. 15-CV-455-TCK(PJC)**, AVAILABLE DURING REGULAR BUSINESS HOURS FOR INSPECTION AND COPYING AT THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA, LOCATED AT 333 WEST FOURTH STREET, TULSA, OKLAHOMA. YOU MAY ALSO CONTACT CLASS COUNSEL.

**DO NOT WRITE OR TELEPHONE THE COURT CLERK'S OFFICE  
IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE.**

**ANY QUESTIONS CONCERNING THIS NOTICE OR THE LAWSUIT SHOULD BE  
DIRECTED TO  
CLASS COUNSEL.**

CLASS COUNSEL IS:

Robert Burton, OBA #14195  
THE BURTON LAW FIRM  
First Place Tower, Suite 4022  
15 East Fifth Street  
Tulsa, OK 74103  
(918) 607-4891  
[RobtBurton@aol.com](mailto:RobtBurton@aol.com)

IN ANY WRITTEN CORRESPONDENCE WITH THE CLASS COUNSEL, IT IS IMPORTANT THAT THE ENVELOPE AND ANY DOCUMENTS INSIDE CONTAIN THE FOLLOWING CASE NAME AND IDENTIFYING NUMBERS FOR THE LAWSUIT: *KEVIN L. JETER, ET AL., V. BULLSEYE ENERGY, INC., ET AL.*, **CASE NO. 12-CIV-411-TCK (PJC), CONSOLIDATED WITH CASE NO. 15-CV-455-TCK (PJC), UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA.** IN ADDITION, YOU SHOULD INCLUDE YOUR FULL NAME, BULLSEYE OWNER NUMBER(S) IF KNOWN, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER.

IF YOU BELIEVE THAT YOU ARE A CLASS MEMBER, BUT YOU DID NOT RECEIVE A COPY OF THIS NOTICE BY MAIL, YOU SHOULD CONTACT CLASS COUNSEL CONCERNING YOUR CLAIM. YOU MAY ALSO SEEK THE ADVICE OF YOUR OWN ATTORNEY, AT YOUR OWN EXPENSE.

**PLEASE DO NOT CALL THE COURT OR THE COURT CLERK.**

**PLEASE DO NOT CALL OR CONTACT THE DEFENDANTS OR DEFENDANTS' ATTORNEYS CONCERNING THIS PROPOSED SETTLEMENT.**

A COPY OF THE COMPLETE SETTLEMENT AGREEMENT AND EXHIBITS CAN BE REVIEWED AT THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA, LOCATED AT 333 WEST FOURTH STREET, ROOM 411, TULSA, OKLAHOMA 74103.

ISSUED \_\_\_\_\_, 2017  
BY ORDER OF CHIEF JUDGE TERENCE C. KERN

3131536.1:225653:01020

## EXHIBIT E

Property #	API	Well Name	Well Number	Pipeline	County	State
OK2013	105-29329	Adair	5	Purgatory Creek	Nowata	Oklahoma
OK2025	105-29410	Allen Wickham	1A	Purgatory Creek	Nowata	Oklahoma
OK2050	105-40460	Anderson	31-3	Purgatory Creek	Nowata	Oklahoma
OK2051	105-40461	Anderson	31-2	Purgatory Creek	Nowata	Oklahoma
OK2055	105-40583	Anderson	31-4	Purgatory Creek	Nowata	Oklahoma
OK2005	105-29261	Anderson	1	Purgatory Creek	Washington	Oklahoma
OK2006	105-29314	Armstrong	1	Purgatory Creek	Nowata	Oklahoma
OK2045	105-29741	Blaine Yirsa	18-1	Purgatory Creek	Nowata	Oklahoma
OK2043	105-29739	Carl Long	17-4	Purgatory Creek	Nowata	Oklahoma
OK2017	105-29263	Cass	1	Purgatory Creek	Nowata	Oklahoma
OK2016	105-29339	Eells	7	Purgatory Creek	Nowata	Oklahoma
OK2003	105-25513	Glass Unit/Glass Bradford	1	Purgatory Creek	Nowata	Oklahoma
OK2028	105-29461-A	John Deen	18-1	Purgatory Creek	Nowata	Oklahoma
OK2032	105-29474	John Deen	18-2	Purgatory Creek	Nowata	Oklahoma
OK2042	105-29740	John Deen	18-3	Purgatory Creek	Nowata	Oklahoma
OK2026	105-29419	John Hancock	1	Purgatory Creek	Nowata	Oklahoma
OK2004	105-25230	Kane-Williams	1	Purgatory Creek	Nowata	Oklahoma
OK2035	105-29519	L.D. Wickham	11-1	Purgatory Creek	Nowata	Oklahoma
OK2008	105-07933	Lilburn	1	Purgatory Creek	Nowata	Oklahoma
OK2040	105-29475	Lynn Yirsa	20-1	Purgatory Creek	Nowata	Oklahoma
OK2019	105-29505	Marler	17-1	Purgatory Creek	Nowata	Oklahoma
OK2029	105-29463	Mary Armstrong	12-1	Purgatory Creek	Nowata	Oklahoma
OK2041	105-29644	Mary Jane Delozier	35-1	Purgatory Creek	Washington	Oklahoma
OK2015	105-25263-A	Pierson	2	Purgatory Creek	Washington	Oklahoma
OK2022	105-29371	Pierson	11	Purgatory Creek	Washington	Oklahoma
OK2018	105-29350	PSU (Partain South)	1	Purgatory Creek	Nowata	Oklahoma
OK2033	105-29459	R Schwab	2	Purgatory Creek	Nowata	Oklahoma
OK2030	105-29455	Samson	12-1	Purgatory Creek	Nowata	Oklahoma
OK2020	105-29336	Schwab	1A	Purgatory Creek	Nowata	Oklahoma
OK2031	105-29458	Schwab (Jr)	1-1	Purgatory Creek	Nowata	Oklahoma
OK2052	105-40524	Star K	9	Purgatory Creek	Nowata	Oklahoma
OK2024	105-29406	Star K	2	Purgatory Creek	Nowata	Oklahoma
OK2037	105-29624	Star K	4-A	Purgatory Creek	Nowata	Oklahoma
OK2047	105-29625	Star K	6-A	Purgatory Creek	Nowata	Oklahoma
OK2049	105-29626	Star K	5-A	Purgatory Creek	Nowata	Oklahoma
OK2036	105-29627	Star K	3-A	Purgatory Creek	Nowata	Oklahoma
OK2002	105-23116	Truitt	4	Purgatory Creek	Nowata	Oklahoma
OK2007	105-29262	Truitt	5	Purgatory Creek	Nowata	Oklahoma
OK2048	105-29715	Truitt Dairy	4-1	Purgatory Creek	Nowata	Oklahoma
OK2023	105-29393	Wickham	12-1	Purgatory Creek	Nowata	Oklahoma
OK2027	105-29453	Wickham	12-2	Purgatory Creek	Nowata	Oklahoma
OK2046	105-29742	Yirsa Trust	18-2	Purgatory Creek	Nowata	Oklahoma
OK2044	105-29803	Yirsa Trust	18-3	Purgatory Creek	Nowata	Oklahoma

OK2039	105-29598	Zarrow	14-1	Purgatory Creek	Nowata	Oklahoma
OK1143	147-27150	Aldredge	1	White Hawk	Washington	Oklahoma
OK1178	147-27260	Allen	1	White Hawk	Washington	Oklahoma
OK1092	147-26861	Ambler	2	White Hawk	Washington	Oklahoma
OK1097	147-26900	Ambler	3	White Hawk	Washington	Oklahoma
OK1249	147-27904	Ambler	4	White Hawk	Washington	Oklahoma
OK1165	147-27067-B	Anthiss-Peck	3	White Hawk	Washington	Oklahoma
OK1126	147-26997	Barker	1	White Hawk	Washington	Oklahoma
OK1210	147-21288-A	Benne Allen	1	White Hawk	Washington	Oklahoma
OK1013	147-26629	Black	1	White Hawk	Washington	Oklahoma
OK1263	147-23476	Bob Foster	1B	White Hawk	Washington	Oklahoma
OK1151	147-23477	Bob Foster	1	White Hawk	Washington	Oklahoma
OK1227	147-27132	Bond	1	White Hawk	Washington	Oklahoma
OK1036	147-26761	Brent	1	White Hawk	Washington	Oklahoma
OK1118	147-26998	Bridendolph	1	White Hawk	Washington	Oklahoma
OK1116	147-26842	Burlingame Trust	1	White Hawk	Washington	Oklahoma
OK1164	147-27106	Buttman	1	White Hawk	Washington	Oklahoma
OK1192	147-27354	Caney River Ranch	1	White Hawk	Washington	Oklahoma
OK1193	147-27355	Caney River Ranch	2	White Hawk	Washington	Oklahoma
OK1199	147-27365	Caney River Ranch	4	White Hawk	Washington	Oklahoma
OK1241	147-27806	Caney River Ranch	5	White Hawk	Washington	Oklahoma
OK1034	147-25789	Carson	5	White Hawk	Washington	Oklahoma
OK1246	147-27891	Codorniz	20-6	White Hawk	Washington	Oklahoma
OK1257	147-28052	Codorniz	19-A	White Hawk	Washington	Oklahoma
OK1204	147-27306	Codorniz	20-8	White Hawk	Washington	Oklahoma
OK1202	147-27307	Codorniz	30-4	White Hawk	Washington	Oklahoma
OK1206	147-27461	Codorniz	20-3	White Hawk	Washington	Oklahoma
OK1205	147-27462	Codorniz	20-1	White Hawk	Washington	Oklahoma
OK1209	147-27463	Codorniz	30-2	White Hawk	Washington	Oklahoma
OK1211	147-27464	Codorniz	19-2	White Hawk	Washington	Oklahoma
OK1215	147-27558-A	Codorniz	19-8	White Hawk	Washington	Oklahoma
OK1213	147-27559	Codorniz	29-6	White Hawk	Washington	Oklahoma
OK1214	147-27560	Codorniz	29-8	White Hawk	Washington	Oklahoma
OK1212	147-27561	Codorniz	19-4	White Hawk	Washington	Oklahoma
OK1237	147-27797	Codorniz	31-8	White Hawk	Washington	Oklahoma
OK1240	147-27802	Codorniz	29-3	White Hawk	Washington	Oklahoma
OK1238	147-27803	Codorniz	29-1	White Hawk	Washington	Oklahoma
OK1245	147-27798	Codorniz	18-6	White Hawk	Washington	Oklahoma
OK1203	147-27311	Codorniz	19-6	White Hawk	Washington	Oklahoma
OK1047	147-26782	Colpitt	1	White Hawk	Washington	Oklahoma
OK1189	147-24061	Cranor	30	White Hawk	Washington	Oklahoma
OK1037	147-26843	Cranor	1	White Hawk	Washington	Oklahoma
OK1043	147-23089	Cranor	19	White Hawk	Washington	Oklahoma
OK1030	147-26751	Crosstimbers	1	White Hawk	Washington	Oklahoma
OK1239	147-27834	DeFehr Family Trust	1	White Hawk	Washington	Oklahoma
OK1064	147-26839	Delapp North	1	White Hawk	Washington	Oklahoma
OK1129	147-27021	Delapp South	1	White Hawk	Washington	Oklahoma

OK1138	147-26813	Delapp-Baldwin	1	White Hawk	Washington	Oklahoma
OK1217	147-27578-A	Delapp-Baldwin	2	White Hawk	Washington	Oklahoma
OK1244	147-27847	Dennis Eastin	3	White Hawk	Washington	Oklahoma
OK1247	147-27901	Dennis Eastin	4	White Hawk	Washington	Oklahoma
OK1197	147-27245A	Dennis Eastin	2	White Hawk	Washington	Oklahoma
OK1132	147-27037	Dennis Eastin	1	White Hawk	Washington	Oklahoma
OK1039	147-26479	East Ranch Unit	1	White Hawk	Washington	Oklahoma
OK1225	147-27680-B	Eastman-Gailey	1	White Hawk	Washington	Oklahoma
OK1061	147-26803	Eddie Brown	1	White Hawk	Washington	Oklahoma
OK1069	147-26807	Eddie Brown	2	White Hawk	Washington	Oklahoma
OK1098	147-26890	Eddie Brown	4	White Hawk	Washington	Oklahoma
OK1224	147-27707	Eddie Brown	5	White Hawk	Washington	Oklahoma
OK1100	147-26862	Eddie Brown	3	White Hawk	Washington	Oklahoma
OK1102	147-26928	Etheredge	1	White Hawk	Washington	Oklahoma
OK1153	147-27070A	Etheredge	2	White Hawk	Washington	Oklahoma
OK1139	147-27025	Evan Richardson	1	White Hawk	Washington	Oklahoma
OK1054	147-26798	Evans	4	White Hawk	Washington	Oklahoma
OK1119	147-26973	Ewing-Halsell	1	White Hawk	Washington	Oklahoma
OK1121	147-26977-A	Floyd Miller	2	White Hawk	Washington	Oklahoma
OK1038	147-26764	Forrest-Davis	1	White Hawk	Washington	Oklahoma
OK1226	147-27131	Fowler	1	White Hawk	Washington	Oklahoma
OK1171	147-27230	Frank Cranor	1	White Hawk	Washington	Oklahoma
OK1080	147-26829	Frank L. Herren	1	White Hawk	Washington	Oklahoma
OK1207	147-27454	Frank L. Herren	2	White Hawk	Washington	Oklahoma
OK1086	147-26884	Frank M. Herren	2	White Hawk	Washington	Oklahoma
OK1200	147-27224	Fugate	1	White Hawk	Washington	Oklahoma
OK1136	147-27049	G. S. Sumter	1	White Hawk	Washington	Oklahoma
OK1051	147-26786	Geiger	1	White Hawk	Washington	Oklahoma
OK1025	147-26735	George	1	White Hawk	Washington	Oklahoma
OK1045	147-25386	Guinn Ranch	6	White Hawk	Washington	Oklahoma
OK1041	147-26676	Guinn Ranch	9	White Hawk	Washington	Oklahoma
OK1190	147-24738	Guinn Ranch	3	White Hawk	Washington	Oklahoma
OK1040	147-26529	Guinn Ranch	8	White Hawk	Washington	Oklahoma
OK1220	147-26535	Guinn Ranch	1-22	White Hawk	Washington	Oklahoma
OK1186	147-27174	Harris East	1	White Hawk	Washington	Oklahoma
OK1234	147-27786	Harris East	2	White Hawk	Washington	Oklahoma
OK1160	147-27175	Harris West	1	White Hawk	Washington	Oklahoma
OK1130	147-27023	Harry Thomas	1	White Hawk	Washington	Oklahoma
OK1131	147-27000	Hatchett	1	White Hawk	Washington	Oklahoma
OK1017	147-23124	Hough	2	White Hawk	Washington	Oklahoma
OK1031	147-23700	Hough	3	White Hawk	Washington	Oklahoma
OK1140	147-27020	Hough South	1	White Hawk	Washington	Oklahoma
OK1075	147-26836	Howard Herren	1	White Hawk	Washington	Oklahoma
OK1110	147-26837	Howard Herren	2	White Hawk	Washington	Oklahoma
OK1024	147-25837	J. Lee Keefer	3	White Hawk	Washington	Oklahoma
OK1023	147-26730	J. Lee Keefer	1	White Hawk	Washington	Oklahoma
OK1071	147-26846	Jack Cranor	2	White Hawk	Washington	Oklahoma

OK1091	147-26874	Jackson	21	White Hawk	Washington	Oklahoma
OK1052	147-26780	Jay Mitchell	1	White Hawk	Washington	Oklahoma
OK1259	147-27986	Jenny Cornsilk	1	White Hawk	Washington	Oklahoma
OK1062	147-26806	Jensen	2	White Hawk	Washington	Oklahoma
OK1018	147-22114	Keefer	3	White Hawk	Washington	Oklahoma
OK1255	147-24117	Keefer	16	White Hawk	Washington	Oklahoma
OK1256	147-24118	Keefer	17	White Hawk	Washington	Oklahoma
OK1255	147-24719	Keefer	P-1	White Hawk	Washington	Oklahoma
OK1268	147-28124	Keefer	400	White Hawk	Washington	Oklahoma
OK1231	147-24128	Keefer	10	White Hawk	Washington	Oklahoma
OK1232	147-24160	Keefer	18	White Hawk	Washington	Oklahoma
OK1018	147-22113	Keefer North	1	White Hawk	Washington	Oklahoma
OK1194	147-24114	Keefer North	8	White Hawk	Washington	Oklahoma
OK1216	147-24718	Keefer North	19	White Hawk	Washington	Oklahoma
OK1014	147-26679	Keefer South	9	White Hawk	Washington	Oklahoma
OK1142	147-27156	Ketcher	1	White Hawk	Washington	Oklahoma
OK1113	147-26904	Knackstedt	1	White Hawk	Washington	Oklahoma
OK1174	147-27197	Knight	1	White Hawk	Washington	Oklahoma
OK1166	147-27114	Leard	1	White Hawk	Washington	Oklahoma
OK1201	147-27330	Lee	1	White Hawk	Washington	Oklahoma
OK1084	147-26866	Leopold	1	White Hawk	Washington	Oklahoma
OK1188	147-27032	Lewis	1	White Hawk	Washington	Oklahoma
OK1248	147-27227-A	Loriaux	1	White Hawk	Washington	Oklahoma
OK1120	147-26827	Maberry	14	White Hawk	Washington	Oklahoma
OK1033	147-26756	Maberry	13	White Hawk	Washington	Oklahoma
OK1059	147-26815	Maggie Osage	4	White Hawk	Washington	Oklahoma
OK1266	147-26797	Maggie Osage	2	White Hawk	Washington	Oklahoma
OK1058	147-26809	Maggie Osage	3	White Hawk	Washington	Oklahoma
OK1266	147-26868	Maggie Osage	5	White Hawk	Washington	Oklahoma
OK1266	147-26869	Maggie Osage	6	White Hawk	Washington	Oklahoma
OK1103	147-26919	Marguerite Eastin	1	White Hawk	Washington	Oklahoma
OK1137	147-27050	Mattix	1	White Hawk	Washington	Oklahoma
OK1198	147-27321	Mattix	2	White Hawk	Washington	Oklahoma
OK1230	147-27784	May-Hood	1	White Hawk	Washington	Oklahoma
OK1085	147-26848	Morgan	1	White Hawk	Washington	Oklahoma
OK1021	147-26697	Morrison	1	White Hawk	Washington	Oklahoma
OK1185	147-27232-A	Murphy	1	White Hawk	Washington	Oklahoma
OK1184	147-27233-A	Murphy	2	White Hawk	Washington	Oklahoma
OK1229	147-27739	Murphy	5	White Hawk	Washington	Oklahoma
OK1183	147-27231-A	Murphy	3	White Hawk	Washington	Oklahoma
OK1015	147-21626	Muskrat	2-4D	White Hawk	Washington	Oklahoma
OK1006	147-26521	Muskrat	1	White Hawk	Washington	Oklahoma
OK1007	147-26557	Muskrat /Osage	2	White Hawk	Washington	Oklahoma
OK1007	147-26560	Muskrat /Osage	4	White Hawk	Washington	Oklahoma
OK1008	147-26569	Muskrat /Osage	5	White Hawk	Washington	Oklahoma
OK1008	147-26572	Muskrat /Osage	6	White Hawk	Washington	Oklahoma
OK1253	147-26814	Muskrat /Osage	7	White Hawk	Washington	Oklahoma

OK1012	147-26558	Muskrat /Osage	3	White Hawk	Washington	Oklahoma
OK1162	147-27107-A	Patterson	1	White Hawk	Washington	Oklahoma
OK1158	147-27133	Pfeifer	1	White Hawk	Washington	Oklahoma
OK1049	147-26775	Phillips East	1	White Hawk	Washington	Oklahoma
OK1050	147-22887	Phillips West	1	White Hawk	Washington	Oklahoma
OK1219	147-27618A	Philson Farm Butler	1	White Hawk	Washington	Oklahoma
OK1055	147-26800	Philson Farms	1	White Hawk	Washington	Oklahoma
OK1125	147-27014	PJV	1	White Hawk	Washington	Oklahoma
OK1135	147-27047	PJV	2	White Hawk	Washington	Oklahoma
OK1096	147-26863	Powell	1	White Hawk	Washington	Oklahoma
OK1242	147-27842	Prather	3	White Hawk	Washington	Oklahoma
OK1105	147-26920	Prather	1	White Hawk	Washington	Oklahoma
OK1104	147-26929	Prather	2	White Hawk	Washington	Oklahoma
OK1056	147-26799	Prentice	1	White Hawk	Washington	Oklahoma
OK1127	147-26999	Prince Mineral	1	White Hawk	Washington	Oklahoma
OK1260	147-26375	Redbird	4	White Hawk	Washington	Oklahoma
OK1029	147-26607	Richardson Ranch	1	White Hawk	Washington	Oklahoma
OK1019	147-26610	Richardson Ranch	3	White Hawk	Washington	Oklahoma
OK1065	147-26754-A	Richardson Ranch	6	White Hawk	Washington	Oklahoma
OK1057	147-26802	Richardson Ranch	7	White Hawk	Washington	Oklahoma
OK1177	147-27243	Richardson Ranch	8	White Hawk	Washington	Oklahoma
OK1221	147-27619	Richardson Ranch	9	White Hawk	Washington	Oklahoma
OK1233	147-27787	Richardson-Standridge	1	White Hawk	Washington	Oklahoma
OK1250	147-27852	Riney	12	White Hawk	Washington	Oklahoma
OK1111	147-26932	Riney	1	White Hawk	Washington	Oklahoma
OK1123	147-26933	Riney	2	White Hawk	Washington	Oklahoma
OK1122	147-26934	Riney	3	White Hawk	Washington	Oklahoma
OK1124	147-26935	Riney	4	White Hawk	Washington	Oklahoma
OK1155	147-27109-A	Riney	7	White Hawk	Washington	Oklahoma
OK1149	147-27110-A	Riney	6	White Hawk	Washington	Oklahoma
OK1157	147-27162	Riney	8	White Hawk	Washington	Oklahoma
OK1148	147-27163	Riney	11	White Hawk	Washington	Oklahoma
OK1176	147-27179	Riney	5	White Hawk	Washington	Oklahoma
OK1163	147-27161	Riney	10	White Hawk	Washington	Oklahoma
OK1172	147-27178	Riney	9	White Hawk	Washington	Oklahoma
OK1114	147-26990	Riter	1	White Hawk	Washington	Oklahoma
OK1112	147-26991	Riter	2	White Hawk	Washington	Oklahoma
OK1196	147-27322	Riter	2-1	White Hawk	Washington	Oklahoma
OK1032	147-26762-A	Road 400	1	White Hawk	Washington	Oklahoma
OK1251	147-27905	Rush	2	White Hawk	Washington	Oklahoma
OK1254	147-28041	Rush	3	White Hawk	Washington	Oklahoma
OK1133	147-27024	Rush	1	White Hawk	Washington	Oklahoma
OK1089	147-26867	Schmidt	1	White Hawk	Washington	Oklahoma
OK1081	147-26824	Sigler	1	White Hawk	Washington	Oklahoma
OK1044	147-26767-A	Smith	1	White Hawk	Washington	Oklahoma
OK1079	147-26825	South Lee	1	White Hawk	Washington	Oklahoma
OK1009	147-22864	Steel	1	White Hawk	Washington	Oklahoma

OK1101	147-26918	Strome	1	White Hawk	Washington	Oklahoma
OK1235	147-27795	Strome	2	White Hawk	Washington	Oklahoma
OK1088	147-26857	Sumpter	1	White Hawk	Washington	Oklahoma
OK1000	147-26219	Tally	1	White Hawk	Washington	Oklahoma
OK1077	147-26847	Tally	11	White Hawk	Washington	Oklahoma
OK1208	147-27466	Tank Farm	1	White Hawk	Washington	Oklahoma
OK1223	147-27688-A	Tank Farm	2	White Hawk	Washington	Oklahoma
OK1083	147-26851	Taylor	1	White Hawk	Washington	Oklahoma
OK1082	147-26852	Taylor	2	White Hawk	Washington	Oklahoma
OK1243	147-27845	Tempelmeyer	10	White Hawk	Washington	Oklahoma
OK1063	147-26804	Tempelmeyer	1	White Hawk	Washington	Oklahoma
OK1074	147-26849	Tempelmeyer	4	White Hawk	Washington	Oklahoma
OK1094	147-26850	Tempelmeyer	5	White Hawk	Washington	Oklahoma
OK1095	147-26888	Tempelmeyer	6	White Hawk	Washington	Oklahoma
OK1169	147-27236	Tempelmeyer	7	White Hawk	Washington	Oklahoma
OK1187	147-27266	Tempelmeyer	9	White Hawk	Washington	Oklahoma
OK1067	147-26810	Tempelmeyer	2	White Hawk	Washington	Oklahoma
OK1068	147-26811	Tempelmeyer	3	White Hawk	Washington	Oklahoma
OK1117	147-26889-A	Tempelmeyer South	1	White Hawk	Washington	Oklahoma
OK1087	147-22775	Tempelmeyer-Rocking D	28-1	White Hawk	Washington	Oklahoma
OK1181	147-27235	Tennant	1	White Hawk	Washington	Oklahoma
OK1099	147-26787	Thill	1	White Hawk	Washington	Oklahoma
OK1073	147-26835	Thompson	1	White Hawk	Washington	Oklahoma
OK1106	147-26897	Thompson	2	White Hawk	Washington	Oklahoma
OK1108	147-26898	Thompson	3	White Hawk	Washington	Oklahoma
OK1236	147-27807	Thompson	4	White Hawk	Washington	Oklahoma
OK1046	147-26779	Tilley	1	White Hawk	Washington	Oklahoma
OK1175	147-27244	Tilley	2	White Hawk	Washington	Oklahoma
OK1076	147-26834	Tucker	1	White Hawk	Washington	Oklahoma
OK1035	147-22582	Turner	1	White Hawk	Washington	Oklahoma
OK1002	147-26581	Tyler	1	White Hawk	Washington	Oklahoma
OK1070	147-26812	Vaughan	1	White Hawk	Washington	Oklahoma
OK1072	147-26853	Vaughan	3	White Hawk	Washington	Oklahoma
OK1090	147-26865	Vaughan	4	White Hawk	Washington	Oklahoma
OK1109	147-26899	Vaughan	5	White Hawk	Washington	Oklahoma
OK1060	147-21146	Vaughn	1-A	White Hawk	Washington	Oklahoma
OK1107	147-26917	W. E. Miller	1	White Hawk	Washington	Oklahoma
OK1228	147-27760-A	Warren Foster	1-2	White Hawk	Washington	Oklahoma
OK1156	147-27085-A	Warren Foster	1-1	White Hawk	Washington	Oklahoma
OK1152	147-27084	Warren Foster	2-1	White Hawk	Washington	Oklahoma
OK1167	147-27108	Whitaker	1	White Hawk	Washington	Oklahoma
OK1180	147-27189	Wiles	1	White Hawk	Washington	Oklahoma
OK1173	147-27093-A	William Foster	3	White Hawk	Washington	Oklahoma
OK1093	147-26856	Wyly	1	White Hawk	Washington	Oklahoma
OK1159	147-27181	Zimmerman	1	White Hawk	Washington	Oklahoma
OK1168	147-27148-A	Zinn	2	White Hawk	Washington	Oklahoma
OK1154	147-27222	Zinn	1	White Hawk	Washington	Oklahoma



OK2157	147-25918	Alfred Burrows	3	Wild West	Washington	Oklahoma
OK2000	147-26854	Alfred Burrows	1	Wild West	Washington	Oklahoma
OK2065	147-27080	Alfred Burrows	2	Wild West	Washington	Oklahoma
OK2211	105-40568	Alfred Burrows Trust	1	Wild West	Nowata	Oklahoma
OK2194	147-27749	Anthis-Lucas	9-1	Wild West	Washington	Oklahoma
OK2203	105-40119-A	Applebaugh	1	Wild West	Nowata	Oklahoma
OK2160	105-40107	Austin Estate	1	Wild West	Nowata	Oklahoma
OK2193	105-40471	Baker	1	Wild West	Nowata	Oklahoma
OK2091	105-26098	Banta	3	Wild West	Nowata	Oklahoma
OK2085	105-29961	Banta	1	Wild West	Nowata	Oklahoma
OK2132	105-25470	Banta	2	Wild West	Nowata	Oklahoma
OK2011	147-26911	Berry	1	Wild West	Washington	Oklahoma
OK2034	147-26975	Berry	2	Wild West	Washington	Oklahoma
OK2082	105-29752	Bill Lowe	1	Wild West	Nowata	Oklahoma
OK2077	105-29963	Bill Lowe	3	Wild West	Nowata	Oklahoma
OK2213	105-40523	Bill Lowe	4	Wild West	Nowata	Oklahoma
OK2081	105-29878	Bill Lowe	2	Wild West	Nowata	Oklahoma
OK2188	105-40469	Bob Willis Farms	1	Wild West	Nowata	Oklahoma
OK2003	147-26719-A	Boggs	1	Wild West	Washington	Oklahoma
OK2002	147-26785	Boggs	2	Wild West	Washington	Oklahoma
OK2010	147-26942	Boggs	3	Wild West	Washington	Oklahoma
OK2051	147-27058	Boggs	7	Wild West	Washington	Oklahoma
OK2192	147-27813	Bowen-Askew	1	Wild West	Washington	Oklahoma
OK2115	105-40090	Brinker	1	Wild West	Nowata	Oklahoma
OK2122	105-40222	Bullock	34-1	Wild West	Nowata	Oklahoma
OK2097	105-40063A	Burnett	1	Wild West	Nowata	Oklahoma
OK2040	105-29674	Burwell	1	Wild West	Nowata	Oklahoma
OK2055	105-29769B	Carter	1	Wild West	Nowata	Oklahoma
OK2126	105-40120	Cecil Mansfield	1	Wild West	Nowata	Oklahoma
OK2076	147-27105	Charles Mitchell	1	Wild West	Washington	Oklahoma
OK2209	147-27846	Clark J Lucas Trust	4	Wild West	Washington	Oklahoma
OK2044	147-26995	Clark Lucas	2	Wild West	Washington	Oklahoma
OK2114	147-27295	Clay Smith	1	Wild West	Washington	Oklahoma
OK2090	105-29946	Coffey-Recon	1	Wild West	Nowata	Oklahoma
OK2127	105-40128	Coyle	1	Wild West	Nowata	Oklahoma
OK2047	147-27022	Dale Burrows	2	Wild West	Washington	Oklahoma
OK2170	105-40421	Dale Burrows	4	Wild West	Nowata	Oklahoma
OK2074	105-29937	Dale George	1	Wild West	Nowata	Oklahoma
OK2104	147-21951	Danny Brewer	1	Wild West	Washington	Oklahoma
OK2150	105-40312	Darrel Kuehn	4-1	Wild West	Nowata	Oklahoma
OK2121	147-27344	Deaton	1	Wild West	Washington	Oklahoma
OK2181	105-40479	Decker	1	Wild West	Washington	Oklahoma
OK2071	105-29921	Derrick	1	Wild West	Nowata	Oklahoma
OK2093	105-40060	Derrick	2	Wild West	Nowata	Oklahoma
OK2008	147-26789	Don Rodgers	1	Wild West	Washington	Oklahoma
OK2045	147-26978	Don Rodgers	3	Wild West	Washington	Oklahoma
OK2028	105-29747	Donald George	1	Wild West	Nowata	Oklahoma

OK2049	105-29885	E. Bailey	1	Wild West	Nowata	Oklahoma
OK2078	105-29960	Enloe	1	Wild West	Nowata	Oklahoma
OK2036	105-29775	Fitzsimmons	1-1	Wild West	Nowata	Oklahoma
OK2038	147-27005	Fitzsimmons	2-3	Wild West	Washington	Oklahoma
OK2052	105-29903	Ford	1	Wild West	Nowata	Oklahoma
OK2190	105-40492	Ford	3	Wild West	Nowata	Oklahoma
OK2172	105-40083	Gail King	1	Wild West	Nowata	Oklahoma
OK2143	147-26092	Gary Brown	H-1	Wild West	Washington	Oklahoma
OK2001	147-26914	Gary Brown	2	Wild West	Washington	Oklahoma
OK2142	147-27471	Gary Brown	3-1	Wild West	Washington	Oklahoma
OK2156	105-40084	George Houser	1	Wild West	Nowata	Oklahoma
OK2053	105-29899	Gordineer	1	Wild West	Nowata	Oklahoma
OK2174	105-40456	Gowen	6-1	Wild West	Nowata	Oklahoma
OK2125	105-40069	Green	1	Wild West	Nowata	Oklahoma
OK2100	105-29382-C	Greenfield	1	Wild West	Nowata	Oklahoma
OK2206	147-27883	Griffin	1	Wild West	Washington	Oklahoma
OK2215	147-27882	Hadley	1	Wild West	Washington	Oklahoma
OK2108	147-27075	Hamlin	1	Wild West	Washington	Oklahoma
OK2092	105-29945	Harden	1	Wild West	Nowata	Oklahoma
OK2068	105-29924	Harvey Burrows	3-2	Wild West	Nowata	Oklahoma
OK2046	147-26996	Harvey Burrows	2-2	Wild West	Washington	Oklahoma
OK2067	105-29920	Harvey Burrows	3-1	Wild West	Nowata	Oklahoma
OK2031	147-26986	Harvey Burrows	3	Wild West	Washington	Oklahoma
OK2180	147-27757	Harvey Burrows	2-3	Wild West	Washington	Oklahoma
OK2198	147-27793	Harvey Burrows	2-4	Wild West	Washington	Oklahoma
OK2060	147-26788	Harvey Burrows	1	Wild West	Washington	Oklahoma
OK2056	147-24557	Harvey Burrows-Oswego	1	Wild West	Washington	Oklahoma
OK2096	105-40019	Hicks	1	Wild West	Nowata	Oklahoma
OK2155	147-27597	Holland Trust	1	Wild West	Washington	Oklahoma
OK2118	105-40158	J. D. Ward	1	Wild West	Nowata	Oklahoma
OK2158	105-40313	James King	9-1	Wild West	Nowata	Oklahoma
OK2164	105-40358	Jamie Weaver	1	Wild West	Nowata	Oklahoma
OK2006	147-26791	Jeter-Lucas-Martin	1	Wild West	Washington	Oklahoma
OK2013	147-26946	Jeter-Lucas-Martin	2	Wild West	Washington	Oklahoma
OK2012	147-26947	Jeter-Lucas-Martin	3	Wild West	Washington	Oklahoma
OK2020	147-26949	Jeter-Lucas-Martin	4	Wild West	Washington	Oklahoma
OK2014	147-26950	Jeter-Lucas-Martin	5	Wild West	Washington	Oklahoma
OK2035	147-26952	Jeter-Lucas-Martin	7	Wild West	Washington	Oklahoma
OK2165	105-40404	Jim Bob Martin	1	Wild West	Nowata	Oklahoma
OK2094	147-27218	Jim Miller	1	Wild West	Washington	Oklahoma
OK2175	105-23182	Jimmy Kuehn	2	Wild West	Nowata	Oklahoma
OK2058	147-27071	Joe A.	1	Wild West	Washington	Oklahoma
OK2185	147-27755	Joe Jeter	12-1	Wild West	Washington	Oklahoma
OK2042	147-26993	Joe Jeter	2-1	Wild West	Washington	Oklahoma
OK2041	147-26953	Joe Snelson	3	Wild West	Washington	Oklahoma
OK2140	105-40176	Kahre	1	Wild West	Nowata	Oklahoma
OK2004	147-26913	Kendrick	2	Wild West	Washington	Oklahoma

OK2219	147-28036	Kendrick	3	Wild West	Washington	Oklahoma
OK2072	105-29938	Kenneth Morgan	1	Wild West	Nowata	Oklahoma
OK2173	147-27600	Kent A. Jeter	1	Wild West	Washington	Oklahoma
OK2089	147-27157	Kevin Jeter	1	Wild West	Washington	Oklahoma
OK2163	105-40386	Kevin Moore	25-1	Wild West	Nowata	Oklahoma
OK2137	105-40220	Krenz	11-1	Wild West	Nowata	Oklahoma
OK2135	105-40219	Krenz	1-1	Wild West	Nowata	Oklahoma
OK2080	105-29958	Larry Smith	1	Wild West	Nowata	Oklahoma
OK2066	147-27088	Lemmons	3	Wild West	Washington	Oklahoma
OK2179	147-27756	Lemmons	4	Wild West	Washington	Oklahoma
OK2050	105-29748-A	Leon Sturgeon	1	Wild West	Nowata	Oklahoma
OK2062	105-29926	Loeffelholz	1	Wild West	Nowata	Oklahoma
OK2084	105-29991	Lowe-King	1	Wild West	Nowata	Oklahoma
OK2202	105-40533	Lozano Trust	3	Wild West	Nowata	Oklahoma
OK2032	105-29750	Lozano Trust	1	Wild West	Nowata	Oklahoma
OK2182	105-40476	Lozano Trust	2	Wild West	Nowata	Oklahoma
OK2147	105-40296	Lynn Bailey	34-1	Wild West	Nowata	Oklahoma
OK2201	105-40534	Mackie	2-4	Wild West	Nowata	Oklahoma
OK2123	105-26916-A	Mackie	2-3	Wild West	Nowata	Oklahoma
OK2026	105-29770	Mackie	2-1	Wild West	Nowata	Oklahoma
OK2087	105-40002	Mackie	2-2	Wild West	Nowata	Oklahoma
OK2210	105-40577	Mackie	2-5	Wild West	Nowata	Oklahoma
OK2029	105-29586	Mackie	1	Wild West	Washington	Oklahoma
OK2207	105-29125A	Mackie Arbuckle	14-66	Wild West	Nowata	Oklahoma
OK2162	147-27669	Madron	20-1	Wild West	Washington	Oklahoma
OK2102	105-40057	Mansfield	1	Wild West	Nowata	Oklahoma
OK2212	105-40556	Marcia Martin-Miller	3	Wild West	Nowata	Oklahoma
OK2120	147-27331	Martin	16-1	Wild West	Washington	Oklahoma
OK2169	105-00008-A	Martin Jr.	1	Wild West	Nowata	Oklahoma
OK2101	105-24937	Mehl	6	Wild West	Nowata	Oklahoma
OK2178	147-27748	Melva Shorter	24-1	Wild West	Washington	Oklahoma
OK2159	105-40082	Milton Moore	1	Wild West	Nowata	Oklahoma
OK2187	147-22084	Moody	2	Wild West	Washington	Oklahoma
OK2037	105-23960	Moore-Gateway	1	Wild West	Nowata	Oklahoma
OK2039	105-29744	Moore-Gateway	2	Wild West	Nowata	Oklahoma
OK2200	147-27841	Morris Richardson	2	Wild West	Washington	Oklahoma
OK2086	147-27095	Morris Richardson	1	Wild West	Washington	Oklahoma
OK2204	147-27850	Mule-Yearout	2	Wild West	Washington	Oklahoma
OK2075	147-27089	Mule-Yearout	1	Wild West	Washington	Oklahoma
OK2205	105-40560	Muller	3	Wild West	Nowata	Oklahoma
OK2131	105-40070	Muller	2	Wild West	Nowata	Oklahoma
OK2005	147-26790-A	Neva Jeter	1	Wild West	Washington	Oklahoma
OK2138	147-27469	Newby	24-1	Wild West	Washington	Oklahoma
OK2196	147-27815	Newby	2-1	Wild West	Washington	Oklahoma
OK2189	147-27577	Newby	6A	Wild West	Washington	Oklahoma
OK2136	105-40245	Norita Martin	1	Wild West	Nowata	Oklahoma
OK2117	105-40065	Oestmann	1	Wild West	Nowata	Oklahoma

OK2167	105-40384-A	Oklahoma Ranches	15-1	Wild West	Nowata	Oklahoma
OK2098	105-40058	Potteiger	1	Wild West	Nowata	Oklahoma
OK2079	105-29959	Reitz	1	Wild West	Nowata	Oklahoma
OK2105	105-40076	Rench	1A	Wild West	Nowata	Oklahoma
OK2106	105-07936-A	Rench (3)	1	Wild West	Nowata	Oklahoma
OK2133	105-40243	Rick Greenfield	1	Wild West	Nowata	Oklahoma
OK2116	105-40067	Robert Taylor	1	Wild West	Nowata	Oklahoma
OK2009	147-26885	Robinson	1	Wild West	Washington	Oklahoma
OK2019	147-26955	Robinson	3	Wild West	Washington	Oklahoma
OK2021	147-26956	Robinson	4	Wild West	Washington	Oklahoma
OK2027	105-29745	Rodgers-Gateway	4	Wild West	Nowata	Oklahoma
OK2073	105-29934	Rodgers-Gateway	5	Wild West	Nowata	Oklahoma
OK2025	147-26981	Rodgers-Yearout	1	Wild West	Washington	Oklahoma
OK2083	147-27115	Rodgers-Yearout	3	Wild West	Washington	Oklahoma
OK2054	147-27043	Ronald Thomas	1	Wild West	Washington	Oklahoma
OK2113	105-40127	Rowe	1	Wild West	Nowata	Oklahoma
OK2141	105-40221	Rowley	1	Wild West	Nowata	Oklahoma
OK2214	105-40617	Runnels	2	Wild West	Nowata	Oklahoma
OK2149	105-40314	Runnels	20-1	Wild West	Nowata	Oklahoma
OK2186	105-40490	Russell Benson	1	Wild West	Nowata	Oklahoma
OK2043	147-26994	Russell Martin	1	Wild West	Washington	Oklahoma
OK2107	147-27220	Russell Martin	2	Wild West	Washington	Oklahoma
OK2030	105-29600	Ryan	2-A	Wild West	Nowata	Oklahoma
OK2059	105-24506	Ryan	2-B	Wild West	Nowata	Oklahoma
OK2024	105-29751	Sammy Lozano	1	Wild West	Nowata	Oklahoma
OK2168	105-40091	Searles	1	Wild West	Nowata	Oklahoma
OK2095	105-24130	Shufeldt	1	Wild West	Nowata	Oklahoma
OK2111	105-24131	Shufeldt	2	Wild West	Nowata	Oklahoma
OK2033	105-29743	Stall-Gateway	1	Wild West	Nowata	Oklahoma
OK2197	105-40477	Stall-Gateway	4	Wild West	Nowata	Oklahoma
OK2124	105-27591	Stall-Gateway / Spartan	3	Wild West	Nowata	Oklahoma
OK2154	105-25878	Stephen Brown	2-1	Wild West	Nowata	Oklahoma
OK2145	105-40066	Stephen Brown	1	Wild West	Nowata	Oklahoma
OK2195	105-40509	Steve L. Sturgeon	1	Wild West	Nowata	Oklahoma
OK2171	105-40316A	Steve Perkins	17-1	Wild West	Nowata	Oklahoma
OK2176	105-40466A	Swanwick	10-1	Wild West	Nowata	Oklahoma
OK2153	105-40305	Swanwick-Miller	3	Wild West	Nowata	Oklahoma
OK2144	105-23917	Swanwick-Miller	2	Wild West	Nowata	Oklahoma
OK2069	105-29882	Tatum	1	Wild West	Nowata	Oklahoma
OK2134	105-40160	Tatum	2	Wild West	Nowata	Oklahoma
OK2130	105-40175	Terry Kuehn	2-1	Wild West	Nowata	Oklahoma
OK2148	105-40317	Terry Kuehn	1B-1	Wild West	Nowata	Oklahoma
OK2183	147-27744	Thomas Trust	3 33-1	Wild West	Washington	Oklahoma
OK2184	147-27771	Thomas Trust	4 33-2	Wild West	Washington	Oklahoma
OK2146	105-40311	Towers	34-1	Wild West	Nowata	Oklahoma
OK2007	147-26908	Warden	1	Wild West	Washington	Oklahoma
OK2023	147-26969	Warden	3	Wild West	Washington	Oklahoma



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

**KEVIN L. JETER, JOE A. JETER,  
BARBARA LUCAS, JAMES H. MILLER,  
SHARON RIGSBY MILLER, LARRY  
SMITH, and JANICE SUE PARKER,  
Individually and as Class Representatives  
on Behalf of All Similarly-Situated  
Persons,**

**Plaintiffs,**

**And**

**JAMES D. ENLOE, CARLOYN R.  
ENLOE, and SCOTT BAILY,  
Individually and as Class Representatives  
on Behalf of All Similarly-Situated  
Persons,**

**Consolidated Plaintiffs.**

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**v.**

**BULLSEY ENERGY, INC., CEP MID-  
CONTINENT L.L.C., KRS&K, an  
Oklahoma Partnership, GASHOMA,  
INC., PURGATORY CREEK GAS,  
INC., REDBIRD OIL, an Oklahoma  
Partnership, WILD WEST GAS, LLC,  
WHITE HAWK GAS, INC.,  
FOUNTAINHEAD, LLC, ROBERT M.  
KANE, LOUISE KANE ROARK, ANN  
KANE SEIDMAN, MARK KANE,  
PAMELA BROWN, and GARY  
BROWN**

**Defendants/Consolidated Defendants,**

**Case No. 12-CV-411-TCK-PJC  
BASE FILE**

**Consolidated with:  
Case No. 15-CV-455-TCK-PJC**

**ORDER ON CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

For the purposes of this Order, the Court adopts and incorporates the definitions set forth in the class Settlement Agreement that has been entered into between the Plaintiffs and Settlement Class and the Defendants, and which has been filed with the Court for purposes of seeking approval of the same (the "Settlement Agreement"), unless a term is specifically defined otherwise in this order.

The Court has considered the Settlement Agreement and has preliminarily approved the proposed class settlement by entry on this same date of this Court's Order Preliminarily Approving Class Settlement, Approving Form of Notice to Class Members, and Setting Date for Settlement Fairness Hearing;

This Court has been asked to certify the Settlement Class, as a class for settlement purposes only, pursuant to Rule 23 of the Federal Rules of Civil Procedure;

The Court has reviewed the record in this matter in the context of this case being resolved by settlement rather than trial, and has found that good cause is present in this lawsuit for the findings and other matters set forth below; and

The Court concludes that certification of the Settlement Class is appropriate.

**IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. The Court has jurisdiction over the persons and entities who are putative members of the Settlement Class and the Defendants, and has jurisdiction over the subject matter of this action.
2. The Court hereby, pursuant to Rule 23 of the Federal Rules of Civil Procedure, certifies a Settlement Class consisting of the following:

All non-excluded persons or entities (a) who own or owned minerals in the State of Oklahoma subject to an oil and gas lease or (b) who are or were unleased mineral owners who have elected under the Oklahoma Corporation Commission forced pooling order to take the bonus/royalty option, covering the Released Period, wherein (1) they received royalty on the sale and disposition of gas attributable to Bullseye's and CEP's interests in the wells listed on Exhibit "E"; and (2) their royalty payments were reduced as a result of the reduction of production volumes and/or production proceeds attributable to marketing, gathering, compressing, dehydrating, treating, processing or transporting of hydrocarbons produced from the wells identified on Exhibit E.

Excluded from the proposed class are (1) overriding royalty owners or other owners who derive their interest through the oil and gas lessee, (2) persons or entities who have settled or released the claims covered by the Complaint, as amended, filed with the Court, (3) federal, state and local governments, including agencies, departments, or instrumentalities of the United States of America or State of Oklahoma, (4) oil and gas exploration, production, and/or marketing and refining companies, and their affiliated entities, and (5) persons or entities that Plaintiffs' counsel is, or may be, prohibited from representing under the Oklahoma Rules of Professional Conduct; **provided, however**, that the term "Settlement Class" shall not include any putative members of the Settlement Class who timely and properly elect to opt-out of this settlement.

3. The Court approves Kevin L. Jeter and Joe A. Jeter as the Class Representatives.

The Court further approves and appoints as Class Counsel for the Settlement Class the following attorney; Robert Burton, The Burton Law Firm, First Place Tower, suite 4022, 15, East Fifth Street, Tulsa, Oklahoma, (918) 607-4891.

4. Based on the materials and information provided to it, the Court finds as follows:
  - (A) Certification of the Settlement Class, for purposes of settlement only, is proper under Rule 23(a) of the Federal Rules of Civil Procedure because:
    - (1) The Settlement Class is so numerous that joinder of all members is impracticable.



(2) There are questions of law or fact common to the Settlement Class.

(3) The claims or defenses of the Class Representatives are typical of the claims or defenses of the Settlement Class.

(4) The Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class.

(B) Certification of the Settlement Class is proper, for purposes of settlement, under Rule 23 (b)(3) of the Federal Rules of Civil Procedure because:

(1) The questions of law or fact common to the members of the Settlement Class predominate over any questions affecting only individual members; and

(2) A class action is superior to other available methods for the fair and efficient adjudication of this controversy in the manner proposed.

5. In determining whether the requirements of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for purposes of certifying the above class for settlement purposes, the Court has taken into account the fact of settlement and its impact upon the elements 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 case management problems since the result of settlement is that there will be no trial.

6. The Court finds that the notice to be given to the Settlement Class constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice to all Settlement Class members, and complies fully with Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution and any other applicable laws.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

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TERENCE C. KERN, U.S. DISTRICT COURT JUDGE

APPROVED:

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Similarly-Situated Persons*

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