

IN THE DISTRICT COURT OF TEXAS COUNTY, OKLAHOMA

Shelly Nash Fitzgerald, as Trustee of the)
 Nash Family Mineral Trust UTA dated)
 October 27, 1992, on behalf of themselves)
 and all others similarly situated,)
)
 Plaintiff,)
)
 v.)
)
 Lime Rock Resources II-A, L.P.,)
)
 Defendant.)
)
)
)

TEXAS COUNTY
FILED

APR 24 2019

M. RENEE ELLIS
 COURT CLERK
 By Deputy

Case No. CJ-2017-31
 Judge Jon K. Parsley

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

This matter came on for a class settlement fairness hearing this date, pursuant to due prior notice, to determine the fairness and appropriateness of the proposed settlement of the above styled litigation entered into between the Class Representative and Settlement Class (as those terms, as well as the other terms used herein, are defined in the Settlement Agreement on-filed in this Class Lawsuit) and Defendant. All named parties were present and represented by counsel. Also appearing were the following members of the Settlement Class (if applicable) the Court finding that they provided the proper notice to the Parties to appear and be heard:

N/A

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 royalty owners in Beaver, Texas, Harper, Ellis, Woods, and Woodward County Oklahoma wells marketed by and paid by Lime Rock Resources II-A, L.P. that have produced gas (including gas constituents such as residue gas, natural gas liquids, or helium) from January 1, 2014 to December 31, 2018.

Excluded from the class are: (1) Office of Natural Resources Revenue f/k/a the Mineral Management Service (Indian tribes and the United States); (2) Defendant, its affiliates, and its employees, officers, and directors; (3) Any oil and gas exploration and production entities, and their affiliates; and, (4) leases that contain clear and express language authorizing the deduction from royalty of “the cost incurred in processing, gathering, treating, compressing, dehydrating, transporting, and marketing, or otherwise making such gas or other substances ready for sale or use”, “the cost incurred in delivering, processing, compressing or otherwise making such gas merchantable,” or similar clear and express language.

2. The Class Representative and Defendant have executed a Settlement Agreement dated as of January 15, 2019 (the “Settlement Agreement”), 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 District Court of Texas County, Oklahoma.

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 all applicable laws 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 of or object to the Settlement.

5. No putative member of the Settlement Class objected to the Settlement; so, there is no one with standing to appeal.

6. No putative members of the Settlement Class timely and validly opted-out of the class settlement.

7. In preparing for and at the Settlement Fairness 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.

8. The Court finds that the class settlement embodied in the Settlement Agreement is proper and is fair, reasonable, and adequate within the meaning of 12 O.S. 2023 and was entered into between the Class Representative and Defendant in good faith and without collusion. The Plan of Allocation and Distribution is also specifically found to be fair and reasonable to the Settlement Class. The Court hereby finally approves the Settlement Agreement and the class settlement provided for thereunder, including the Plan of Allocation and Distribution.

9. 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 12 O.S. §2023(a) and (b)(3), is incorporated herein. This matter is, and has been, certified as a class action, for settlement purposes only.

10. This action is hereby DISMISSED WITH PREJUDICE to the re-filing of same or any portion thereof. 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 all parties and, therefore, is an appealable order and final judgment.

11. 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.

12. 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.

13. 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, or 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 Class Members who receive payment in those particular instances shall in turn make payment to the proper party entitled to such payment, as described in the Settlement Agreement.

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

15. A Class Member who does not receive a Distribution Check as a result of the assumptions described in paragraph 13 above shall be deemed to have released the Released Claims against all Released Parties regardless of whether that Class Member is entitled to some or all of the distribution made to another Class Member, and regardless of whether that Class Member does or does not comply with the Court's order to make payment to the proper party.

16. Distribution of the Net Settlement Amount shall be made to Class Members in accordance with the Plan of Allocation and Distribution previously approved by the Court in this action. The Class Representative, Settlement Class Counsel, Defendant, and the Released Parties shall have no liability to the Settlement Class or to any Class Member 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 they do not violate the express terms of the Plan of Allocation and Distribution Order approved by the Court nor violate the express terms of any other orders pertaining to the distribution of the Net Settlement Amount entered by the Court. If any Class Member may establish a right to a greater share of the Net Settlement Amount allocated to a Class Well, that Class Member's sole remedy shall be a claim against the other Class Members in the Class Well.

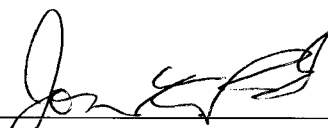
17. By agreeing to settle the claims of the Settlement Class as to the Released Parties in the Class Lawsuit, Defendant does not admit, and indeed specifically disputes and denies, both

the claims and assertions of the Class Representative in the Class Lawsuit and any and all liability to the Settlement Class, the Class Representative and Class Counsel.

18. All documents, electronic data and other materials produced by Defendant in the Class Lawsuit that were designated confidential, shall be returned to Defendant promptly upon the expiration of 30 days after the Settlement Account is closed.

19. 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 other litigation against Defendant or any of the other 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 24th day of April, 2019.



JON K. PARSLEY
JUDGE OF THE DISTRICT COURT

APPROVED:



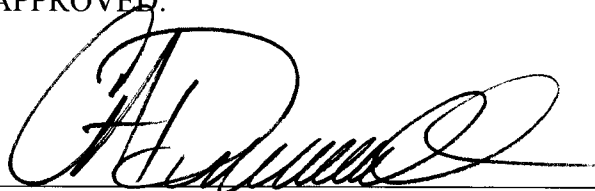
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