

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

MCKNIGHT REALTY CO.,  
on behalf of itself and all others similarly  
situated,

Plaintiff,

v.

Case No. 17-CV-00308-KEW

BRAVO ARKOMA, LLC, and  
BRAVO NATURAL RESOURCES, LLC,

Defendants.

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**SETTLEMENT AGREEMENT**

This Settlement Agreement including all exhibits attached to this Settlement Agreement (this "Agreement") is entered into as of the 12th day of July, 2018, by and between the plaintiff Class Representative (as defined below in paragraph 1.4), on behalf of itself and as representative of the Settlement Class (as defined below), and the defendants Bravo Arkoma, LLC and Bravo Natural Resources, LLC (collectively "Bravo" or "Defendants").

**RECITALS**

A. *Whereas*, the Class Representative, on behalf of itself and as representative of the Settlement Class, has asserted various claims against Defendants in the above-captioned lawsuit (referred to herein as the "Class Lawsuit") and has alleged that the Court should certify a class of similarly-situated royalty owners and appoint the Class Representative to serve as the representative of the proposed class, and has requested the Court to designate its legal counsel in the Class Lawsuit as counsel for the Settlement Class ("Settlement Class Counsel" or "Class Counsel");

B. *Whereas*, Defendants have adamantly denied the Class Representative's various claims and assertions and has vigorously defended against them;

C. *Whereas*, all parties to this Agreement know 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;

**EXHIBIT 1**

D. *Whereas*, the Class Representative, on behalf of itself and as representative 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 litigate their respective positions to conclusion;

E. *Whereas*, the parties intend by this Agreement to resolve claims of the Settlement Class against the Released Parties (as defined below), and vice versa, 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 Representative (on behalf of itself and as representative of the Settlement Class), the Settlement Class, the Settlement 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 Settlement Class Counsel and/or the Settlement Administrator pursuant to the Plan of Allocation and Distribution which is attached hereto as **Exhibit A**, and the Orders of the United States District Court for the Eastern District of Oklahoma (the "Court") which relate to the administration of this settlement. Such expenses shall include costs incurred by Settlement Class Counsel and/or the Settlement Administrator in connection with the following:

(a) Efforts incurred by 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 members (including, but not limited to, the cost to print the Notices, mail the Notices, and publish the Notices, and make certain efforts to locate Settlement Class members whose mailings are returned undelivered);

(c) Maintenance of the dedicated website to facilitate communications with Settlement Class members and their access to information;

(d) Implementation of the Plan of Allocation and Distribution (including, but not limited to, the cost to print and mail Distribution Checks, and the cost of experts to calculate the allocation and distribution);

(e) Fees and expenses associated with the establishment and maintenance of the McKnight Settlement Account referenced below;

(f) Fees and expenses of the Settlement Administrator;

(g) Fees and expenses of Class Counsel for post-settlement efforts, such as responding to the questions of the Court and/or Class Members about the allocation and distribution; and

(h) Costs of preparing and mailing Distribution Checks and tax documentation to members of the Settlement Class at the time specified in this Agreement.

The Settlement Fund shall pay for any and all Administration Expenses, with Class Counsel advancing Administration Expenses before Defendants deposit of the Settlement Proceeds into the McKnight Settlement Fund. All Administration Expenses advanced or paid by Class Counsel may be recouped as a litigation expense from the Final Undistributed Fund if incurred after the settlement is approved. At no expense to the Class or Settlement Administrator, Defendants will cooperate with Class Counsel and the Settlement Administrator as they work to distribute the Net Settlement Amount to the Settlement Class Members and answer their questions or the questions of the Court.

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, 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 ownership, voting rights, or otherwise. A list of affiliates is attached as **Exhibit G**. However, the definition of Affiliate contained in this paragraph shall control in the event that any Affiliate is not identified on **Exhibit G**.

1.3 **Class Counsel Fees and Expenses** shall mean (a) payment to Settlement Class Counsel of fees, costs and expenses in an amount to be determined by the Court; (b) payment of a Class Representative 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—all within ten (10) days from and after the date the Judgment becomes Final and Non-Appealable, as defined below.

1.3.1 **Class Lease** shall mean each and all of the leases covering lands situated within the state of Oklahoma on which Class Wells are or were located, including any modifications or amendments entered into before May 31, 2018. However, the definition of Class Lease contained in this paragraph shall control in the event any such leases were not provided to Class Counsel.

1.3.2 **Class Member** shall mean those persons and entities who elect to remain members of the Settlement Class.

1.4 **Class Representative** shall mean McKnight Realty Co.

1.5 **Class Wells** shall mean the 451 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 believed to comprise the Class Wells is set out on **Exhibit E**, attached hereto. However, the definition of Class Wells contained in this paragraph 1.5 shall control in the event any such wells are not described in **Exhibit E**.

1.6 **Distribution Check** shall mean a check payable to the order of a Class Member for purposes of distribution of the member's share of the Net Settlement Amount payable to such Settlement Class member pursuant to the approved 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 in 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 as a royalty owner of the net settlement proceeds in the *McKnight Realty Co. v. Bravo Arkoma, LLC, et al.* class action lawsuit, No. 17-CV-00308-KEW, United States District Court for the Eastern District of Oklahoma.

The distribution described above to members of the Settlement Class is based on the assumptions that: (a) very few sales of royalty interests have occurred during the Released Period; (b) if sales did occur during the Released Period, the buyer was entitled to receive payment for all past claims covered by the settlement; and (c) if royalty interests passed through inheritance, devise, intra-family or interfamily transfers, that it was the intent that the heir, devisee or transferee also receive payment for all past claims covered by the settlement. To the extent that these assumptions are not correct, the Court has ordered that the Settlement Class member who receives payment shall in turn make the correct payment to the proper party or parties entitled thereto.

The royalty owner(s) who are the intended recipients of the funds reflected in this check, as members of the Settlement Class, accept this settlement payment pursuant to the terms of the Notice of Settlement, and Judgment related thereto, which releases Defendants and the Released Parties from the Released Claims, as defined in the Settlement Agreement in the above styled litigation and agree(s) to release the Released Parties, Class Representative, Settlement 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 *McKnight Realty Co. v. Bravo Arkoma, LLC*, and releasing all Released Claims in accordance with the Settlement Agreement.

**1.7 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, Settlement Class Counsel will promptly obtain the Court's approval of a list of the names of members of the Settlement Class 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.

**1.8 McKnight Settlement Account** means the account selected and established by Class Counsel for the deposit of the Settlement Proceeds at the time specified in this Agreement. Class Counsel'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 account shall be made in Class Counsel's sole and unfettered discretion and shall be final and binding on the Class Representative, the Settlement Administrator, and the Settlement Class. Except as otherwise provided in paragraph 2.1, upon deposit into the McKnight 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 (including paragraph 2.2), the Final and Non-Appealable Judgment approving this Agreement, and the Plan of Allocation and Distribution Order approved by the Court and attached hereto as Exhibits, and shall not be withdrawn without order of the Court.

1.9 **Final and Non-Appealable** shall mean: The Judgment approving this Agreement and the proposed class settlement, contemplated under this Agreement, shall be considered “Final and Non-Appealable” when thirty-two (32) days have elapsed without the filing of: (i) any motion which would legally extend the time to appeal from the Judgment, or which challenges or seeks reconsideration, modification or vacation of the Judgment; or, (ii) an appeal, or if an appeal is filed, when the appellate court enters an order or judgment dismissing or overruling the relief requested and that order or judgment itself becomes final and no longer subject to further review in any court.

1.10 **Final Undistributed Fund** shall equal the sum of the following which remain in the McKnight Settlement Account: (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. The Court shall determine the proper disposition of any remaining portion of the Final Undistributed Fund after receiving input from Settlement Class Counsel as to suggested recipients of the remaining portion of such fund.

1.11 **Hearing for Preliminary Approval of Settlement** shall mean proceedings before the Court to jointly present 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 conformity, in all material respects, with the form of order attached hereto as **Exhibit B**. The Order on Class Certification for Settlement Purposes shall be in 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.

1.12 **Judgment** shall mean the order of the Court 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.

1.13 **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.

1.14 **Monies Payable to Opt-Outs** shall mean the gross amount of the Settlement Proceeds allocable to the interest of each person or entity that timely elects to opt-out and the opt-out



is approved by the Court. The gross amount means the amount of money allocable to the interest from the Settlement Proceeds, i.e. before deduction for any Class Counsel Fees or Expenses. The Monies Payable to Opt-Outs shall be returned to Defendants.

1.15 **Net Settlement Amount** shall mean the Settlement Proceeds, as adjusted pursuant to the terms of this Agreement (including any interest paid by the bank or other institution in which the Settlement Proceeds are held) minus (a) the Monies Payable to Opt-Outs; (b) Class Counsel's Fees and Expenses approved by the Court; and, (c) Administration Expenses approved by the Court.

1.16 **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.

1.17 **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. 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. The Settlement Administrator will send the Notice of Settlement, **Exhibit D-1**, 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, **Exhibit D-2**, shall also be published in The McAlester News-Capital and the Muskogee Phoenix.

1.18 **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 or Complaint(s) 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 Plaintiff's Original Class Action Petition filed July 17, 2017, in the District Court of Pittsburg County, Oklahoma and removed by Defendants to the United States District Court for the Eastern District of Oklahoma and related to the Released Period, defined below, for alleged fraud (both actual and constructive), deceit, 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 breach of lease,

tortious interference with contractual relations, conspiracy, declaratory judgment, and for punitive damages, interest, attorneys' fees, Class Counsel Fees and Expenses.

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 postproduction 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 storage 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 gas production occurring between January 1, 2014 – May 31, 2018 from Oklahoma Class Wells where the Defendants (including their affiliated predecessors and affiliated successors) are or were the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners), which includes the gross working interest of Defendants in Class Wells, and also extends to and releases all of the claims against Defendants with respect to volumes of hydrocarbon production attributable to other persons and entities for whom Defendants sold their share of such production in Class Wells and computed and distributed royalties on those volumes on behalf of those third party working interest owners; provided, however, that the Settlement Class does not release (a) claims against the third party working interest owners who took gas in-kind from Class Wells, marketed their share of gas, and provided the royalties to Defendants to distribute to royalty owners, or (b) claims against Defendants and their affiliates for working interests in non-Class Wells. However, the Released Claims do include all of these same releases as to the third party working interest owners to the extent that those third-party working interest owners marketed their shares of gas from Class Wells through any one or more of Defendants (including their affiliated predecessors and affiliated successors) during the time period identified in the definition of the Settlement Class. **Provided, however,** that while the term "Released Claims," shall fully apply to gas, casinghead gas, drip condensate, natural gas liquids, and any other forms of hydrocarbon gas production or products therefrom, the term "Released Claims" shall not apply to the foregoing matters in this Section insofar as they relate to "crude oil" production.

The members of the Settlement Class agree that, in consideration of the benefits they are receiving under this settlement, under no circumstances will they seek to recover or receive,



directly or indirectly, any further amount of money from Defendants or any other Released Party for any of the "Released Claims." By way of example, but without limitation of the generality of the foregoing, the members of the Settlement Class agree that they will not seek to recover from any outside Operator(s) of any of the Class Wells the alleged royalty underpayments and other sums which are alleged to be owing by Defendants and which are part of the "Released Claims." For the consideration stated herein, each Class Member additionally covenants not to sue Defendants or any other person or entity for any part of the production volumes associated with Defendants' interest in the Class Wells, or for any monetary relief or other relief associated with such volumes of production; rather, such matters are hereby released as part of the "Released Claims."

The parties intend that the foregoing releases the Class's claims for interest on the Released Claims; however, the foregoing does not release claims, if any, for statutory interest or other associated relief with claims for Defendants' untimely payment of royalty actually made during the Released Period. The parties' negotiation of the terms in this Agreement includes no consideration for release of these claims.

1.19 **Released Parties** shall collectively refer to Defendants, and the Affiliates of Defendants named on **Exhibit G** and shall also include the respective past and present Affiliates, subsidiaries, parents, employees, officers, directors, limited partners, owners, members, managers, agents or other representatives of such entities, including, but not limited to, any investment fund managed by NGP Energy Capital Management, L.L.C. ("NGP") and any company in which an investment fund managed by NGP is an investor. Other working interest owners in Class Wells shall also constitute Released Parties, but only to the extent Defendants and/or the Affiliates of Defendants marketed gas and its constituents and paid royalties on behalf of such other working interest owners during the Released Period(s).

1.20 **Released Period** shall mean the production period beginning on January 1, 2014 and ending on May 31, 2018.

1.21 **Settlement Administrator** shall mean the person or entity to be appointed by the Court upon recommendation of Class Counsel to provide Notice of Settlement pursuant to the Plan of Notice, to administer the Plan of Allocation and Distribution, and other orders of the Court concerning implementation of this Agreement.

1.22 **Settlement Class** shall mean the below-defined Class that, for purposes of settlement only, the parties have agreed should be certified under the proposed Order on Class Certification for Settlement Purposes attached hereto as **Exhibit F**. The parties shall jointly move for entry of Exhibit F; and the Court shall enter an order in substantially the same form as Exhibit F. The Settlement Class is to be specifically defined as follows:

All persons who are royalty owners in Oklahoma wells where Bravo Arkoma LLC or Bravo Natural Resources, LLC (including their affiliated predecessors and affiliated successors) are or were the operator (or a working interest owner,

which marketed its share of gas and directly paid royalties to the royalty owners).

Excluded from the Class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) Defendants, their affiliates, predecessors, and employees, officers, and directors; (4) any company or its affiliated entities that produces, gathers, processes, or markets gas; and, (5) royalty owners only to the extent receiving “Blanchard” payments.

**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.

1.23 **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 Settlement Class Counsel for payment of Class Counsel's Fees and Expenses should be approved.

1.24 **Settlement Proceeds** shall mean \$1,300,000 to be paid by Defendants, for themselves and the other Released Parties, to members of the Settlement Class, subject to the conditions and qualifications set forth in this Agreement, including the return to Defendants of any Monies Payable to Opt-Outs. It is expressly agreed that Defendants are agreeing to pay the Settlement Proceeds, as adjusted, but Defendants will not pay any other monetary sums under the terms of this Agreement and the related settlement.

1.25 **Summary Final Distribution Report** shall mean the summary chart prepared by Settlement Class Counsel or the Settlement Administrator showing the distributions to each Class Member for whom an address and amount of distribution of the Settlement Proceeds can be determined. Defendants will cooperate and provide non-privileged information reasonably requested by Settlement Class Counsel but will not be responsible for the calculation of or distribution from the Summary Final Distribution Report.

1.26 **Uncashed Distribution Checks** shall mean all Distribution Checks payable to a Class Member that are not endorsed and presented for payment to the financial institution or trust company holding the McKnight Settlement Account within ninety (90) days after the date that appears on the initial Distribution Check issued. Uncashed 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 McKnight Settlement Account pending further Order of the Court.

1.27 **Undistributed Proceeds** shall mean the Net Settlement Amount remaining in the McKnight Settlement Account, including Uncashed Distribution Checks. 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 McKnight Settlement Account pending further Order of the Court.

1.28 **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 the Settlement Administrator's reasonable efforts to do so. Defendants shall have no obligation to provide Settlement Class Counsel with information to identify or ascertain an accurate current address for Unlocated Settlement Class Members except to the extent that Defendants actually possess such information (such as possessing last-known addresses, tax identification numbers, or similar information). By way of example, but without limitation of the generality of the foregoing, if any of the owner information, address information or related data is out-of-date and/or otherwise inaccurate, neither Defendants nor any of its Affiliates shall bear any liability for the inaccuracy of such information, and nor shall Settlement Class Counsel bear any liability with respect to such information.

## **Article II.**

### **AGREEMENT**

2.1 **Payment by Defendants.** Ten (10) days after the Court in the Class Lawsuit has entered an Order Preliminarily Approving Class Settlement (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), Class Counsel or the Settlement Administrator will create the McKnight Settlement Account and Defendants will deposit the Settlement Proceeds into this account. If this Agreement is not approved, is voided, terminated, or fails to become effective under its terms or for any other reason, then the entire amount in the McKnight Settlement Account, less any amount already paid or incurred for Administration Expenses, shall be promptly returned to Defendants. If the Settlement fails to take effect 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).

2.2 **Notice to Settlement Class and Administration of the Settlement.** Until Defendants deposit the Settlement Proceeds into the McKnight Settlement Fund, Class Counsel will advance the Administration Expenses, subject to recoupment from the Final Undistributed Funds as stated in paragraph 1.1. Neither Defendants nor any Affiliate 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 Settlement Class Counsel may be required to make with respect to their respective shares of

the Settlement Proceeds, nor do Defendants nor any Affiliate 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 rather than Defendants or any such Affiliate, including, without limitation, income tax, gross production tax, petroleum excise tax, or similar taxes.

**2.3 Claims Released by Settlement Class and by Defendants.** Each Class Member will release the Released Claims against the Released Parties during the Released Period in accordance with paragraphs 4.1 through 4.3 below. When the Settlement Class provides Defendants with all of these releases, Defendants will release each Class Member from any claim for recoupment or recovery from such Settlement Class member for any potential overpayments of royalty during the Released Period by virtue of Defendants having, directly or indirectly (through royalty payments made by another person or entity on behalf of Defendants) failed to deduct from (or otherwise factor into) royalty payments any expenses or other sums that could have been properly applied to reduce such royalty payments under applicable contracts, laws or other authority.

**2.4 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 any of its members seek to recover or receive, directly or indirectly, any further amount of money from Defendants or any of the other Released Parties for any of the Released Claims during the Released Period. For the consideration stated herein, each Class Member covenants not to sue Defendants or any of the other Released Parties for any of the Released Claims during the Released Period.

**2.5 Claims Not Released.** The Settlement Class may assert in the future claims against other working interest owners in the Mineral Interests or Class Wells, other than Defendants, with respect to the share of oil and gas production and proceeds that is owned by and attributable to those third party working interest owners during the Released Period, except to the extent that those third party working interest owners sold or otherwise marketed their respective shares of production through Defendants and/or its Affiliates, with Defendants and/or its Affiliates then computing and distributing royalties on that share of third party production. This Agreement does not release any claim which the Settlement Class may have against any other working interest owners, other than Defendants, except as otherwise provided in the preceding sentence or in paragraph 1.18 of this Agreement. Further, the parties acknowledge that, notwithstanding anything herein to the contrary, the dismissal and Judgment contemplated herein shall not be considered or deemed to release, affect or otherwise impair any claims other than the Released Claims during the Released Period.

**2.6 Governing Law.** To promote certainty, predictability, the full enforceability of this Settlement Agreement as written, and nationwide application, the Parties agree that this Settlement Agreement shall be governed solely by any federal law as to due process, class certification, judgment, collateral estoppel, res judicata, release, settlement approval, allocation, case contribution award, the right to and reasonableness of attorneys' fees and expenses, and all other matters for which there is federal procedural or common law,

including federal law regarding federal equitable common fund class actions. For any such matters where there is no federal common law, Oklahoma state law will govern.

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 **Right of Additional Due Diligence on Behalf of Settlement Class.** Settlement Class Counsel has had and shall have the right to request a reasonable amount of additional accounting information with respect to the Class Wells, so Settlement Class Counsel might confirm that the additional information is consistent in all material respects with the information provided to them prior to entering into this Agreement. Such requests shall be made in writing to counsel for Defendants and shall specify the information requested. Any information already provided or to be provided pursuant to this provision, except the leases, shall be treated as “confidential” under the terms of the existing Protective Order in this litigation. As in paragraphs 1.1, 1.25, and 3.3, Defendants shall cooperate with Class Counsel’s reasonable requests.

### **Article III.**

#### **DISTRIBUTION OF SETTLEMENT PROCEEDS**

3.1 Any distribution of monies or funds from the McKnight 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 this Agreement, Defendants and the Class Representative agree that the Settlement Proceeds shall be only for the benefit of the Settlement Class (subject to the claims of Settlement 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 Defendants and Settlement Class Counsel shall provide reasonable cooperation to the Settlement Administrator in connection with the information reasonably needed by the Settlement Administrator 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 McKnight 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, Settlement Class Counsel, and the Class Representative 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. Likewise, Defendants will be deemed to have released the Settlement Class to the extent provided in paragraph 2.3, above.

3.5 Settlement Class Counsel will request an Order from the Court approving the reimbursement of litigation costs associated with the Class Lawsuit, the payment of an attorneys' fee, and a Class Representative fee. Defendants will take no position regarding the award of Class Counsel's Fees and Expenses, and will not solicit or encourage others to do so, unless Settlement Class Counsel requests (a) an attorneys' fee in excess of 40% of the Settlement Proceeds and/or (b) a Class Representative fee in excess of 2% of the Settlement Proceeds. Neither the entitlement to, nor the amount of any award of Settlement 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, Settlement 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 the Court's approval of this Agreement, and upon the Judgment becoming Final and Non-Appealable, and upon the deposit of the Settlement Proceeds into the McKnight Settlement Account, the Class Representative, in its individual capacity and in its capacity as Class Representative, and Settlement Class Counsel shall be deemed to have dismissed the Class Lawsuit with prejudice. A satisfaction of the Judgment shall be filed with the Court at that time, and defense counsel may formally move to withdraw which motion Settlement Class Counsel will not oppose.

4.2 Upon the Court's approval of this Agreement, and upon the Judgment becoming Final and Non-Appealable, and upon the deposit of the Settlement Proceeds into the McKnight Settlement Account, the Settlement Class, the Class Representative, and Settlement 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 during the Released Period.

4.3 Upon the Court's approval of this Agreement, and upon the Judgment becoming Final and Non-Appealable, and upon the deposit of the Settlement Proceeds into the McKnight Settlement Account, each Class Member, including the Class Representative, 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 Class Member shall be conclusively deemed to have released any and all such Released Claims against the Released Parties.

4.4 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 Class Member and shall be paid according to the approved 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 and must be approved by the Court.

4.5 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 Order. The order approving the issuance and mailing of the Distribution Checks shall provide that the Released Parties, Settlement Class Counsel and/or the Class Representative 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 As soon as practicable after the parties' execution of this Agreement, Settlement Class Counsel will file a 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) Settlement 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.

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 the orders preliminarily approving this settlement (**Exhibit B**) and certifying the Settlement Class (**Exhibit F**), or similar orders without material variance, or does not enter a Judgment approving this Agreement (**Exhibit C**), or similar order without material variance, after appropriate notice of the Settlement Fairness Hearing, or if it is no longer possible for the Judgment to become Final and Non-Appealable, 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 Defendants shall be restored to any and all monies (including any interest accrued thereon) that it deposited or funded pursuant to this Agreement as the Settlement Proceeds, less one-half of all amounts already paid or incurred as Administration Expenses. The other one-half of all amounts already paid or incurred as Administration Expenses shall be paid by Class Counsel if the Court does not approve the Settlement.

## **Article VII.**

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

7.1 Defendants' objective is to settle the Released Claims. This objective cannot be realized if a great number of members of the Settlement Class elect to opt out of the Settlement Class. Settlement Class Counsel acknowledge that resolution of the Class Lawsuit is also in the best interest of the Class. Accordingly, Defendants and Settlement Class Counsel agree that they will not solicit or actively encourage putative Settlement Class members to opt out of the Settlement Class. However, this Agreement neither prohibits Settlement Class Counsel from counseling any putative member of the Settlement Class about his or her legal rights nor prohibits any putative member of the Settlement Class who 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 members of the Settlement Class who have claims which, in the aggregate, exceed ten percent (10%) of the Settlement Proceeds elect to opt out of this settlement. 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 Settlement Class Counsel and Defendants' Counsel in writing regarding the results of that determination and simultaneously provide a list of the putative members of the Settlement Class who have opted out. Defendants must elect to terminate this settlement by written notice delivered to Settlement Class Counsel on or before the expiration of ten (10) business days following the date on which the Settlement Administrator provides the above-referenced written notice. If Defendants do not exercise their right to terminate on or before the expiration of that 10-day period, Defendants' 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 Settlement Class Counsel and Defendants, 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 and other orders of the Court. All ordinary expenses, including the compensation of the Settlement Administrator, shall be Administration Expenses, to be paid out of the Settlement Proceeds and in the manner set forth in paragraphs 1.1, above.

### **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, then 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 Defendants into any bank account pursuant to this Agreement shall be promptly returned to Defendants, together with any interest accrued thereon, but less any one-half of Administration Expenses already paid or incurred). *See* paragraph 6.1, above. 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 Representative 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. Nothing in the subject class settlement results in or is intended or shall be interpreted to result in any agreement by the parties or determination by the Court as to the manner in which Defendants and its Affiliates are to pay royalties and/or allocate post production costs and expenses attributable to production from the Class Wells in the future. Defendants further do not admit that the certification of the Settlement Class in this case would be proper for trial and/or 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 Representative, 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 signature of the objecting or opting-out putative member of the Settlement Class, and be filed with the Court, a prescribed number of days prior to the Settlement Fairness Hearing as provided for in the exhibits to this Agreement. Because any appeal by an objecting Class Member to the entire Settlement, Class Counsel Fees and/or Expenses, or Class Representative's incentive award would delay the payment under the Settlement to all other Class Members, each objecting Class Member must elect within thirty (30) days of the Judgment to (a) not appeal; (b) appeal only the objecting Class Member's portion of the Settlement, Fees, Expenses, or incentive award, which would be severed from the rest of the case and would not delay the final judgment for all other Class Members; or, (c) if the objecting Class Member purports to appeal on behalf of the entire Settlement Class (for which he has not been appointed to represent and would likely be in conflict with) any part of the Settlement, Fees, Expenses, or incentive award, or does not definitively choose either option (a) or (b) above, each objecting Class Member who appeals nonetheless agrees to post a cash appeal bond in an amount to be set in the Court's sole discretion, but not to exceed an amount sufficient to reimburse Class Counsel's appellate fees, Class Counsel's expenses, and the lost interest for one year to the Class caused by the likely delay.

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

**[The remainder of this page is intentionally left blank.]**

**CLASS REPRESENTATIVE:**

McKnight Realty Co.

By: \_\_\_\_\_

Title: \_\_\_\_\_

President

Date Signed: July 12, 2018

**APPROVED BY CLASS COUNSEL:**

\_\_\_\_\_  
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BARBARA C. FRANKLAND OBA No. 33102  
RYAN C. HUDSON OBA No. 33014  
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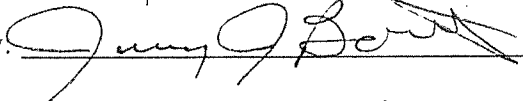
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Settlement Class Counsel



**BRAVO ARKOMA, LLC**

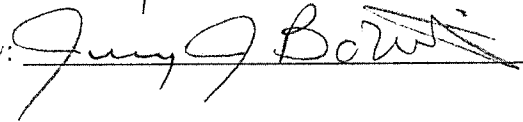
By: Jimmy J Bobbitt, its general partner

By: 

Date Signed: 7-12-18

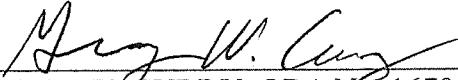
**BRAVO NATURAL RESOURCES, LLC**

By: Jimmy J Bobbitt, its general partner

By: 

Date Signed: 7-12-18

**APPROVED BY RELEASED PARTIES' COUNSEL**



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**Counsel for Defendants**

**Exhibit A**

**Plan of Allocation and Distribution**

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

MCKNIGHT REALTY CO., on behalf of  
itself and all others similarly situated,

Plaintiff,

v.

BRAVO ARKOMA, LLC; and BRAVO  
NATURAL RESOURCES, LLC,

Defendants.

Case No.: CIV-17-308-KEW

**PLAN OF ALLOCATION AND DISTRIBUTION ORDER**

This Plan of Allocation and Distribution sets forth the general manner in which the Net Settlement Amount will be administered and distributed to Class Members. The Net Settlement Amount for Distribution will be allocated to each Class Member based on the factors and considerations set forth herein.

**I. Plan of Allocation**

The Net Settlement Amount for Distribution will be allocated among Class Wells and individual Class Members based primarily upon the following considerations and variables: The Class Member's decimal interest in the ownership of the royalty interests in each Class Well, and the volume of gas and constituents sold from the producing Class Well or Class Wells in which the Class Member has a royalty interest. Each individual Class Member's allocated share of the Net Settlement Amount for all Class Wells will be paid together.

For Class Wells, the Defendants' royalty paydeck for the production month of April 2018 shall be used for distribution, subject to fair inquiry and correction for good cause shown.

If a Class Well was plugged (or sold) during the time period covered by this Settlement, then the amount allocated to that well shall be paid to current royalty owners in the same gas production or proration unit as of April 2018 to the extent possible, and the Settlement Administrator will utilize royalty owner records and, to the extent available, computer databases to attempt to identify Class Members, ownership interests, and volumes and to prepare and administer this Plan of Allocation and Distribution.

The distribution described above to Class Members is based upon the following assumptions: (a) that very few sales of royalty interests in Class Wells have occurred during the time period covered by this Settlement; (b) that where sales did occur, the parties intended for the buyer to receive payment for past claims; and (c) that where royalty interest passed through inheritance, devise or inter-family transfers, it was the intent that the heir, devisee, or transferee receive payment for past claims. To the extent these assumptions are not correct in relation to particular transfers of interests, the Court hereby Orders that the Class Member who receives payment shall in turn make payment to the proper party.

## **II. Time for Allocation and Distribution**

The allocation and distribution of the Net Settlement Amount for distribution shall be under the direct supervision of the Court and shall be accomplished as follows:

(1) Within ten (10) business days after the Court approves this Plan of Allocation and Distribution Order, the Settlement Administrator shall prepare a draft of the Summary Final Distribution Report for review by Class Counsel and the Class' experts that assumes the Court will award a combined forty-five percent (45%) of the Settlement Proceeds for Class Counsel's Fees

and Expenses. Thereafter, Class Counsel shall: (i) have the Class' experts and consultants review the draft Summary Final Distribution Report; and (ii) obtain the Court's approval of the Summary Final Distribution Report at the Settlement Fairness Hearing.

The Summary Final Distribution Report shall have one line for each putative Class Member. It will show only the royalty owner number and its share of distribution on a well-by-well basis. The Summary Final Distribution Report shall also include a schedule showing the amount allocated to each Class Well and how that amount is to be distributed among the royalty owners in that well.

Defendants shall cooperate with Class Counsel and the Class' experts and consultants to verify the accuracy of the Summary Final Distribution Report, including providing the information upon which the distribution calculations are based, essentially the pay decks, division decks, and tax identification number (all confidentially) as of production from April 2018. Class Counsel shall post on the website a "preliminary" net distribution amount for each Class Member by royalty owner number only to provide anonymity for Class Members.

(2) When the Judgment becomes Final and Non-Appealable, the names, addresses, and amounts of Distribution Checks for each Class Member will be determined by the Settlement Administrator in accordance with this Plan of Allocation and Distribution Order, subject to confirmation by Class Counsel. Within forty-five (45) days after the date the Judgment becomes Final and Non-Appealable, the Settlement Administrator shall issue and mail, or cause to be mailed, Distribution Checks and, when applicable, an IRS Form 1099 to each Class Member who has been identified. The Distribution Checks shall include line entry detail of the Class Member's distribution amount on a well-by-well basis. With each payment, the Settlement Administrator must include the notice as specified in paragraph 1.6 of the Settlement Agreement.

(3) Upon Settlement Administrator depositing the Distribution Checks in the United States Mail, or causing them to be so deposited, the Class Representative and each Class Member shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Parties from all Released Claims accruing during the Released Period, and shall be forever barred and estopped from asserting any of the Released Claims against any of the Released Parties.

(4) Within three (3) business days of the date the Judgment becomes Final and Non-Appealable, the Settlement Administrator shall pay the amount or amounts of Class Counsel's Fees and Expenses that the Court awards from the Settlement Proceeds. The Settlement Administrator shall make such payment by wire transfer in accordance with written payment instructions that Class Counsel provides to the Settlement Administrator. Defendants shall have no responsibility or liability for allocating the amount paid among the Class Representative, Class Counsel, expert witnesses, vendors, or other persons entitled to a share of Class Counsel's Fees and Expenses, or for assuring that any such persons receive their proper share of the amount paid. In no event shall Defendants be required to pay Class Counsel's Fees and Expenses out of its own funds, except as part of paying the Settlement Proceeds from which those fees and expenses are being deducted.

(5) Within ten (10) days of the mailing of the Distribution Checks, the Settlement Administrator shall provide Class Counsel a check register in the form of an electronic spreadsheet, reflecting the distribution by amount paid, owner number, owner name, and owner address. Within thirty (30) days after the Settlement Administrator issues and mails the Distribution Checks, it shall file this check register with the Settlement Court (under seal).

(6) Within one hundred twenty (120) days following the date reflected on the Distribution Checks, the Settlement Administrator shall file a reconciliation of the distribution of

the Settlement Proceeds. That reconciliation shall describe any Undistributed Proceeds.

Ordered: \_\_\_\_\_, 2018.

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KIMBERLY E. WEST  
U.S. MAGISTRATE JUDGE



**Exhibit B**

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

MCKNIGHT REALTY CO., on behalf of  
itself and all others similarly situated,

Plaintiff,

v.

Case No.: CIV-17-308-KEW

BRAVO ARKOMA, LLC; and BRAVO  
NATURAL RESOURCES, LLC,

Defendants.

**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 July, 2018, on the Plaintiff's motion for preliminary approval of the proposed settlement between the Plaintiff and Settlement Class and Defendants. The terms in the Settlement Agreement, and all other capitalized terms in this order, are given and used with the same meanings as the meanings given to them in the Settlement Agreement that the parties have filed in the captioned case, unless this order specifically assigns a different meaning to any term. 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 and setting the date for Settlement Fairness Hearing.

The Court, after reviewing the pleadings on file in this cause, hearing arguments of counsel and being fully and sufficiently advised, after specifically making a preliminary

review of the Settlement Agreement among Plaintiff and Defendants finds that the Plaintiff's Motion should be, and is hereby, granted.

THEREFORE, THE COURT FINDS AND ORDERS AS FOLLOWS:

1. The Settlement Agreement appears to provide terms within the range of being fair, reasonable, and adequate to the Settlement Class, and should be preliminarily approved by the Court.

2. The Court further finds that a Settlement Fairness Hearing should be held before the Court on \_\_\_\_\_, 2018 at \_\_\_\_\_ .m. at the United States District Courthouse for the Eastern District of Oklahoma, 101 North 5<sup>th</sup> Street, Muskogee, Oklahoma 74401. Evidence and arguments will be presented in support of final approval of the Settlement Agreement in accordance with Rule 23 and at which evidence and arguments will be heard in support of Settlement Class Counsel's request for fees, litigation expenses, and an incentive award for the Class Representative. At the Settlement Fairness Hearing, the Court may, among other matters:

(a) consider any proper and timely filed opt-outs, timely objections to the proposed settlement, and timely objections to the request by the Class Representative and Settlement Class Counsel for fees and litigation expenses, and an incentive award for the Class Representative, only 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;

(c) make findings concerning whether the request by the Class Representative and Settlement Class Counsel for fees and litigation expenses, and for an incentive award for the Class Representative, to be awarded from the common fund in this case, is fair and reasonable;

(d) enter a Final 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.

3. The forms 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 forms provided for in **Exhibits D-1** and **D-2** to the Settlement Agreement.

4. 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 revised proposed Notice, **Exhibit D-1** to the Settlement Agreement, by first class mail as soon as reasonably possible to those putative members of the Settlement Class for whom names and mailing addresses have been identified; (2) publishing the Notice attached as **Exhibit D-2** to the Settlement Agreement, as further described in the Plan of Notice in the Settlement Agreement as soon as reasonably

possible (or if the newspaper does not publish daily, the first publication date thereafter); and, (3) mailing the proposed Notice and other documents to the state attorneys general as soon as reasonably possible.

5. The Notice documents provided for in **Exhibits D-1** and **D-2** to the Settlement Agreement, 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, 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 and state and federal constitutional requirements and other law, to all persons legally entitled to receive such notice.

6. Settlement Class Counsel shall cause to be filed *under seal* with the Court a declaration of mailing reflecting the names, addresses, and date of mailing of the form of Notice attached to the Settlement Agreement as **Exhibit D-1**, the date of the mailing to the state attorneys general, and shall also cause to be filed affidavits or declarations of publication of the form of Notice attached to the Settlement Agreement as **Exhibit D-2**, prior to the Settlement Fairness Hearing, to verify that notice by mailing and publication have been accomplished pursuant to this order and the Settlement Agreement.

7. Each person who wishes to appear at the Settlement Fairness Hearing in person or through separate counsel to object to the fairness, reasonableness or adequacy of the Settlement Agreement, or any provision thereof, or the amount of Settlement Class

Counsel's requested fees and litigation expenses, or the incentive award requested for the Class Representative, shall be required to timely file with the United States District Court Clerk for the Eastern District of Oklahoma so that the Court and all counsel of record will know that a timely objection has been made by 5:00 p.m. on \_\_\_\_\_, 2018, a written objection which shall contain the following:

- (a) A heading referring to Case No. 17-CV-00308-KEW, and to the United States District Court for the Eastern District of Oklahoma;
- (b) A reasonably detailed statement of each objection;
- (c) The objector's current address and telephone number;
- (d) The objector's notarized signature; and
- (e) Identification of the objector's interest in Class Wells by identifying each Class Well and objector's Operator-assigned owner or royalty number.

8. The Court further finds that an objector who fails to follow the specified procedure for objecting to the settlement or the requests for fees, expenses, or incentive award, as set forth 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 or right to appeal. 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 \_\_\_\_\_, 2018.

---

KIMBERLY E. WEST  
U.S. MAGISTRATE JUDGE

APPROVED:

**THE LANIER LAW FIRM**

By: /s/ Reagan E. Bradford  
Reagan E. Bradford  
OBA No. 22072

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**COUNSEL FOR DEFENDANTS**

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**COUNSEL FOR PLAINTIFFS**

**EXHIBITS:**

Exhibit D-1: Long form of Notice (for mailing purposes)

Exhibit D-2: Shorter form of Notice (for publication purposes)



**Exhibit C**

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

MCKNIGHT REALTY CO., on behalf of  
itself and all others similarly situated,

Plaintiff,

v.

Case No.: CIV-17-308-KEW

BRAVO ARKOMA, LLC; and BRAVO  
NATURAL RESOURCES, LLC,

Defendants.

**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 that the parties have filed in this lawsuit) and Defendants. All named parties were present and represented by counsel. Also appearing were the following Class Members (if applicable):

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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:

The Class definition for which Plaintiff seeks certification is:

All persons who are royalty owners in Oklahoma wells where Bravo Arkoma LLC or Bravo Natural Resources, LLC (including their affiliated predecessors and affiliated successors) are or were the operator (or a working interest owner, which marketed its share of gas and directly paid royalties to the royalty owners).

Excluded from the Class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) Defendants, their affiliates, predecessors, and employees, officers, and directors; (4) any company or its affiliated entities that produces, gathers, processes, or markets gas; and, (5) royalty owners only to the extent receiving “Blanchard” payments.

2. The Class Representative and Defendants have executed a Settlement Agreement dated as of July \_\_\_, 2018 (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 United States District Court for the Eastern District of Oklahoma.

4. Notice of the 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 or object.

5. Because any appeal by an objecting Class Member to the entire Settlement, Class Counsel Fees and/or Expenses, or Class Representative's incentive award would delay the payment under the Settlement to all other Class Members, each objecting Class Member must elect within thirty (30) days of this Order to (a) not appeal; (b) appeal only the objecting Class Member's portion of the Settlement, Fees, Expenses, or incentive award, which would be severed from the rest of the case and would not delay the final judgment for all other Class Members; or, (c) if the objecting Class Member purports to appeal on behalf of the entire Settlement Class (for which he has not been appointed to represent and would likely be in conflict with) any part of the Settlement, Fees, Expenses, or incentive award, or does not definitively choose either option (a) or (b) above, each objecting Class Member who appeals nonetheless agrees to post a cash appeal bond in an amount to be set in the Court's sole discretion, but not to exceed an amount sufficient to

reimburse Class Counsel's appellate fees, Class Counsel's expenses, and the lost interest for one year to the Class caused by the likely delay.

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

7. 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.

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 Rule 23 and was entered into between the Class Representative and Defendants 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 Settlement Agreement and the class settlement provided for thereunder, including the Plan of Allocation and Distribution, are approved by this Court.

9. The Order on Class Certification for Settlement Purposes, previously entered by the Court to certify this action as a class action for settlement purposes only,

pursuant to Rule 23(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 Class Member 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 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, the parties intended that the buyer 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 member of the Settlement Class 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 Defendants and the other Released Parties against any claim made against Defendants and/or any of the other Released Parties by any other person or entity asserting entitlement to the payment.

15. Class Members who do not receive distributions from the Net Settlement Amount 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 the 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 Class Member, and regardless of whether the 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.

16. Distribution of the proceeds from the class settlement 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, Defendants, 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 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. 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 any other Class Members in the Class Well who were paid more than their proportionate share of the Net Settlement Amount allocated to the Class Well.

17. 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 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 Defendants in the Class Lawsuit that were designated by Defendants as confidential, shall be returned to Defendants promptly upon the expiration of 30 days after the McKnight 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 Defendants 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 \_\_\_\_ day of \_\_\_\_\_, 2018.

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KIMBERLY E. WEST  
U.S. MAGISTRATE JUDGE

Attachments:

Exhibit 1: List of Class Wells

Exhibit A: List of persons who have opted out of the class settlement

APPROVED:

**THE LANIER LAW FIRM**

**THOMPSON & KNIGHT LLP**

By: /s/ Reagan E. Bradford

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OBA No. 22072

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Facsimile: 918.664.4133

**COUNSEL FOR DEFENDANTS**

**Exhibit D-1**

**Notice of Settlement (Longer Form for Mailing Purposes)**

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

MCKNIGHT REALTY CO., on behalf of  
itself and all others similarly situated,

Plaintiff,

v.

Case No.: CIV-17-308-KEW

BRAVO ARKOMA, LLC; and BRAVO  
NATURAL RESOURCES, LLC,

Defendants.

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

**SENT TO YOU UNDER COURT ORDER FROM THE HONORABLE  
KIMBERLY E. WEST, U.S. MAGISTRATE JUDGE, TO:**

All persons who are royalty owners in Oklahoma wells where Bravo Arkoma LLC or Bravo Natural Resources, LLC (including their affiliated predecessors and affiliated successors) are or were the operator (or a working interest owner, which marketed its share of gas and directly paid royalties to the royalty owners).

Excluded from the Class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) Defendants, their affiliates, predecessors, and employees, officers, and directors; (4) any company or its affiliated entities that produces, gathers, processes, or markets gas; and, (5) royalty owners only to the extent receiving “Blanchard” payments.

More information can be found on the website established for communications about this settlement: [www.bravosettlement.com](http://www.bravosettlement.com). The website includes a list of Class Wells that are affected by, and subject to, this Settlement as well as the entire Settlement Agreement with its exhibits (the “Settlement Agreement”). Capitalized terms in this Notice have the meaning given to them in the Settlement Agreement.

This Notice of Settlement (“Notice”) is given pursuant to the Order of the United States District Court for the Eastern District of Oklahoma (the “Court”) in accordance with Rule 23 of the Federal Rules of Civil Procedure. The purpose of this Notice is to advise you:

- (a) This Court has conditionally certified this lawsuit as a class action for settlement purposes.
- (b) The Class Representative, Class Counsel, and Defendants: (1) Bravo Arkoma, LLC; and (2) Bravo Natural Resources, LLC (collectively “Bravo”) have entered into a Settlement Agreement that will become effective only after the court-approved Judgment is entered and becomes Final and Non-Appealable. The Settlement Agreement provides that Bravo shall pay the Settlement Class \$1,300,000.00, subject to the conditions and qualifications set forth in the Settlement Agreement, including reductions in the amount for Monies Payable to Opt-Outs under the terms of the Settlement Agreement (the “Settlement Proceeds”). The Settlement Proceeds is a gross amount before deduction of court approved Class Counsel Fees and Expenses, class representative incentive award, and Administration Expenses.
- (c) The Court will hold the Settlement Fairness Hearing to determine whether to finally approve the Settlement.

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

**IT IS IMPORTANT THAT YOU READ THIS NOTICE CAREFULLY IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LAWSUIT.**

**I. SUMMARY OF THE CLASS LAWSUIT**

This Class Lawsuit was filed in Oklahoma state court and removed to this Federal Court. The Class Representative on behalf of itself and similarly situated royalty owners asserted that Bravo underpaid royalties by taking deductions for fees and expenses relating to the midstream post-production costs of gathering, compression, dehydration, treatment, processing, and marketing and used fuel from the Class Wells without paying royalty on the volume of gas so used from January 1, 2014 through May 31, 2018. The Released Claims (as defined in ¶ 1.18 of the Settlement Agreement) include all claims that were or could have been asserted for underpayment of royalties on gas and gas constituents in connection with this Class Lawsuit. Bravo continues to deny all of the allegations of liability and damages and has asserted various defenses to the Class Representative’s

Claims and to the certification of the Class. If the Settlement is approved, the Class Lawsuit will be dismissed with prejudice.

By giving this Notice, the Court is not expressing any opinion regarding the merits of either the Class Representative’s claims or Bravo’s defenses. Nothing contained in this Notice should be construed as suggesting the Court’s view as to which side might prevail should this matter proceed to class certification and trial on the merits.

**II. CLASS CERTIFICATION**

The Court entered an Order titled “Order for Preliminary Approval of Settlement” granting the Class Representative’s Motion for Preliminary Approval of Settlement and conditionally certifying, for settlement purposes only, this Class Action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

In the Order for Preliminary Approval of Settlement, the Court defined the Settlement Class as described above and designated McKnight Realty Company as the Class Representative of the Settlement Class and appointed as Settlement Class Counsel:

Barbara Frankland Scott Goodger Ryan Hudson Rex Sharp REX A. SHARP, P.A. 5301 West 75 <sup>th</sup> Street Prairie Village, KS 66208	Reagan Bradford Mark Lanier THE LANIER LAW FIRM, P.C. 100 E. California Ave., Suite 200 Oklahoma City, OK 73104
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**III. THE PROPOSED CLASS SETTLEMENT**

After a thorough analysis of all claims and defenses, and after extensive negotiations, expert analysis, and a settlement conference conducted by Magistrate Judge West, the Class Representative on behalf of itself and the Settlement Class, Settlement Class Counsel, and Bravo have agreed to settle the Released Claims, subject only to Bravo’s limited right to terminate the Settlement Agreement, final approval by the Court, and entry of a Final and Non-Appealable Judgment. The Court has preliminarily approved the Settlement for the purpose of giving this Notice and setting a Settlement Fairness Hearing.

The basic terms of the Settlement Agreement between the Settlement Class and Bravo (that the Court is being asked to approve) are as follows:

1. Bravo, as that term is defined in the Settlement Agreement, will pay the sum of \$1,300,000.00 (subject to adjustments set forth in the Settlement Agreement) to the Settlement Class as a full, complete, and final settlement

of all Released Claims as to all Released Parties during the Released Period, all as more specifically defined in the Settlement Agreement. Bravo shall not be liable to the Settlement Class, the Class Representative, or Settlement Class Counsel for any other costs, expenses, or fees.

2. Bravo and the Class Representative agree that the Settlement Proceeds, subject to adjustments for opt-outs, shall be for the benefit of the Settlement Class, subject to the court-approved awards of Class Counsel Fees and Expenses, a class representative incentive award, and Administration Expenses.
3. When Bravo deposits the Settlement Proceeds into the McKnight Settlement Account, the Settlement Class and Class Representative shall be deemed to have fully, finally, and forever released, relinquished, and discharged Bravo and the Released Parties for all Released Claims.
4. Bravo has asserted and continues to assert many defenses to the Class Representative's and Settlement Class' claims and contentions. Bravo expressly asserts its defenses have merit and that it has no liability to the Settlement Class or the Class Representative.

#### **IV. DISTRIBUTION OF NET SETTLEMENT AMOUNT TO CLASS MEMBERS**

Class Counsel will ask the Court to (i) award Class Counsel an attorney's fee in an amount to be determined by the Court, but not to exceed forty percent of the Settlement Proceeds; (ii) award the Class Representative a fee in an amount to be determined by the Court but not to exceed two percent of the Settlement Proceeds; and (iii) reimburse Class Counsel from the Settlement Proceeds for all reasonable litigation expenses they have paid, including expert and consulting fees and other litigation expenses in amounts to be provided to the Court, and Administration Expenses advanced before the Settlement is finally approved. If the Court approves this request, these amounts will be deducted from the Settlement Proceeds before Distribution Checks are mailed to the Class from the Net Settlement Amount.

Generally, the allocation of the Net Settlement Amount (as set forth in the "Plan of Allocation") shall be proportionately allocated among Class Members based upon their decimal interest in the royalty interests in each Class Well, and the volume of Bravo's gas produced from the owner's well from January 1, 2014–May 31, 2018. The Plan of Allocation is subject to Court approval. A draft of that the Plan of Allocation is attached to the Settlement Agreement as Exhibit A and is available on the website at [www.bravosettlement.com](http://www.bravosettlement.com)

The distribution to Class Members described above is based on the following assumptions: (a) that very few sales of royalty interests have occurred during the specified time period; (b) that, where sales did occur, the parties intended for the buyer to receive payment for past claims; and (c) that, where royalty interests passed through inheritance, devise or interfamily transfers, it was the intent that the heir, devisee or transferee receive the right to receive payment for claims based on past production. To the extent these assumptions are not correct in relation to particular transfers of interests; the Court will be asked to order that the Class Member who receives payment shall in turn make payment to the proper party.

**V. CLASS SETTLEMENT FAIRNESS HEARING**

The Settlement Fairness Hearing will be held on \_\_\_\_\_, 2018 beginning at \_\_\_\_\_.m., in the United States District Court for the Eastern District of Oklahoma, 101 North 5<sup>th</sup> Street, Muskogee, OK 74401.

**A CLASS MEMBER WHO DOES NOT OPT OUT DOES NOT NEED TO APPEAR AT THE SETTLEMENT FAIRNESS HEARING OR TAKE ANY OTHER ACTION TO PARTICIPATE IN THE SETTLEMENT.**

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

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

By taking no action, your interests will be represented by the Class Representative and Class Counsel. As a Class Member, you will be bound by the outcome of the Settlement, if finally approved by the Court. The Class Representative and Class Counsel believe that the Settlement is in the best interest of the Class, and, therefore, they intend to support the proposed Settlement at the Settlement Fairness Hearing.

**B. You May Opt Out of the Settlement Class.**

If you do not wish to be a member of the Settlement Class, then you may opt out of the Class as set forth in ¶ 10.3 of the Settlement Agreement and summarized below. On or before \_\_\_\_\_, 2018 at 5:00 p.m. Central time, your opt-out must be filed with the United States District Court for the Eastern District of Oklahoma.

Your opt-out must state the following:

(a) I do not want to be a member of the Settlement Class in *McKnight Realty Company v. Bravo Arkoma, LLC, et al.*, No. CIV-17-308-KEW, pending in the United States District Court for the Eastern District of Oklahoma. I understand it will be my responsibility to pursue any claims I may have, if I so desire, on my own and at my expense;

(b) My Bravo royalty identification number is #\_\_\_\_\_. I own royalty



interest in the following Class Wells: [identify each Class Well by Well name]; and

- (c) The opt-out member's signature acknowledged by a Notary Public.

**C. You May Remain a Member of the Settlement Class but Object to the Proposed Settlement.**

You have the right to remain a Class Member but still object to the proposed Settlement and any terms thereof under ¶ 10.3 of the Settlement Agreement. To object to the Settlement, on or before [REDACTED], 2018 at 5:00 p.m. Central time, you must file with the Clerk of the Court for the United States District Court for the Eastern District of Oklahoma, 101 North 5<sup>th</sup> Street, Muskogee, OK 74401, a written objection that contains the following information:

- (a) A heading referring to *McKnight Realty Company v. Bravo Arkoma, LLC, et al.*, No. CIV-17-308-KEW, pending in the United States District Court for the Eastern District of Oklahoma;
- (b) A reasonably detailed statement of each objection;
- (c) The objector's current address and telephone number;
- (d) The name, address, and telephone number of objector's counsel, if any;
- (e) The objector's owner identification number with Bravo and the identification by Well name for each Class Well in which objector owns a royalty interest;
- (f) The objector's notarized signature.

Any Class Member who fails to timely file such written statement or fails to provide the required information will be treated as if not filed at all. Any appeal by a valid and timely objector must comply with the Settlement Agreement, which includes a provision for the posting of an appeal bond.

**VII. CONDITIONS AND CONSEQUENCES OF NON-APPROVAL**

If the Court does not enter an Order approving the Settlement or an appellate court disapproves the Settlement, then the Settlement shall become null and void and the case will proceed as though the Settlement Agreement was never entered into.

**VIII. SCOPE OF NOTICE AND ADDITIONAL INFORMATION**

This Notice contains only a summary of the Class Lawsuit and the proposed Settlement Agreement. The pleadings and other papers filed in this Action are available in

the Office of the Clerk of the Court for the United States District Court for the Eastern District of Oklahoma, 101 North 5<sup>th</sup> Street, Muskogee, OK 74401. You also may obtain a copy of the Complaint and Settlement Agreement, as well as any status updates on this case, from the following website: [www.bravosettlement.com](http://www.bravosettlement.com).

**PLEASE DO NOT CALL OR WRITE THE JUDGE OR  
THE CLERK ASKING FOR INFORMATION.**

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KIMBERLY E. WEST  
U.S. MAGISTRATE JUDGE

**Exhibit D-2**

**IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT  
FROM THE HONORABLE KIMBERLY E. WEST, MAGISTRATE JUDGE  
FOR THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF OKLAHOMA:**

All persons who are royalty owners in Oklahoma wells where Bravo Arkoma LLC or Bravo Natural Resources, LLC (including their affiliated predecessors and affiliated successors) are or were the operator (or a working interest owner, which marketed its share of gas and directly paid royalties to the royalty owners).

Excluded from the Class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) Defendants, their affiliates, predecessors, and employees, officers, and directors; (4) any company or its affiliated entities that produces, gathers, processes, or markets gas; and, (5) royalty owners only to the extent receiving “Blanchard” payments.

**IF YOU ARE IN THE CLASS DEFINED ABOVE AND DID NOT RECEIVE IN THE MAIL A “NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION”, THEN YOU SHOULD PROMPTLY OBTAIN A COPY OF THE NOTICE AND READ IT CAREFULLY AS IT IMPLICATES YOUR RIGHTS.** Call the Settlement Administrator at 1-844-877-5875 or visit [www.bravosettlement.com](http://www.bravosettlement.com).

**EXHIBIT E**

## List of Class Wells

	<b>Unique Well Code Operated wells (451)</b>	<b>Well Name</b>
1	3510050020	THOMAN 1-31
2	3510050040	CAIRO 2-31/30H
3	3510050050	CAIRO 3-31/30H
4	3510050060	SAMUEL WARD 1H-23
5	3510050070	OWL CREEK 1H-28
6	3510130010	GODFREY 2-21
7	3510290010	WALKUP #1 (TA)
8	3510290030	MCKINNEY #2
9	3510290050	MCKINNEY UNIT
10	3510290060	M & R RANCH
11	3510290070	M & R RANCH #2-2
12	3510290080	BULL MOUNTAIN 1-1
13	3510290090	MADISON 1-1
14	3510290100	MCKINNEY WOOD 6-1
15	3510290110	MIKE MAYER JR 1-1
16	3510290120	MIKE MAYER JR A 2 (C)
17	3510290121	MIKE MAYER JR A 2 (T)
18	3510290130	COSMO 4-2
19	3510290140	J D 1-2
20	3510290170	WHITBY 1-15
21	3510290180	LACKEY 1-16
22	3510290190	AVANZINI 3-1H
23	3510290200	DUNCAN SHORES 1-1
24	3510290210	DUNCAN SHORES 2-1
25	3510290230	COALGATE LAKE 2-2
26	3510290240	COALGATE LAKE 3-2
27	3510290250	COALGATE LAKE 6-2
28	3510290260	COALGATE LAKE 7-2
29	3510290270	COALGATE LAKE 8-2
30	3510290280	WELLS LAMBERT 1-3
31	3510290290	GAYLOR 2-4
32	3510290300	INMAN 1-4
33	3510290310	LAMBERT 3-4
34	3510290320	LANETTE 4-4
35	3510290330	FAIRE 3-5
36	3510290340	GLEN 1-5
37	3510290350	HOMER GLEN 2-5
38	3510290360	KWC RANCH 1
39	3510290380	ERNEST HOFMANN 1
40	3510290390	JASON K 3-6
41	3510290400	JOHNNY 3-6
42	3510290410	JOSH K 4-6
43	3510290420	KASHWER 1-6
44	3510290430	MARY V 2-6

45	3510290440	WATSON 1-6
46	3510290450	ANN BEY 2-7
47	3510290460	BEY 3-7
48	3510290470	PANHANDLE COOP ROYALTY 1-7
49	3510290480	VICTOR 1-7
50	3510290490	OAK GROVE 2-8
51	3510290500	REED 1-8
52	3510290510	REED 2-8
53	3510290520	RP MAYER 3H-8
54	3510290530	ALBERT 1-9
55	3510290540	B REID 2-9
56	3510290550	ELAINE 2-9
57	3510290560	EMILY 4-9
58	3510290570	LESLIE GALE 3-9
59	3510290580	LUKE 5-9
60	3510290590	WANDA 1-10
61	3510290600	WIGGINS 2-10
62	3510290610	CARMAN 3-11
63	3510290630	IDA 6-12
64	3510290650	PRINGLE 1-13
65	3510290660	MARVIN 3-14
66	3510290670	VELMA 2-14MH23
67	3510290690	REGINA MAYER 6-17
68	3510290700	STEVENS 1-17
69	3510290710	FRAZIER 1-22
70	3510290720	CASSIE 3-14MH23
71	3510290730	CHRISTINE 1-14MH23
72	3510290740	ELLA MAE 1-23
73	3510290750	MICHELLE 4-14MH23
74	3510290760	BARNETT 1-24
75	3510290770	FANNING 1-26
76	3510290780	PURPLE AND WHITE 1-26H
77	3510290790	COLTON 1-27
78	3510290800	ALICE HAYHURST 1-2
79	3510290810	ANDERSON 1-4
80	3510290820	BILLY 4-5
81	3510290830	GERALD HAMPTON 2-5
82	3510290840	RODNEY HAMPTON 3-5
83	3510290850	SCOTTY 5-5
84	3510290860	WILMA HAMPTON 1-5
85	3510290870	WILMAS GIRLS 6-5
86	3510290880	TERESA HAMPTON 1-6
87	3510290890	TERESA TWIN 2-6
88	3510290900	CHURNER 1-7

89	3510290910	CHURNER 2-7
90	3510290920	WELCH 1-17
91	3510290930	SANDMANN 1-18
92	3510290940	BOB CODY 1
93	3510290950	KIM 1-35
94	3510290960	PAUL 2-35
95	3510290970	S J SARKEYS 2
96	3510290980	ELIZABETH TERRANOVA 1 (C)
97	3510290990	HANEY 1-36
98	3510291000	POLER 2-36
99	3510291020	R D ELKINS 1-36
100	3510291030	TERRANOVA 3-36
101	3510291060	SHORES 1-31
102	3510291070	SUMMER 3-31
103	3510291080	TERRANOVA HEIRS 1-31
104	3510291090	BELLETTINI 1-32
105	3510291100	RYAN GAYLOR 2-32
106	3510291110	BETTY 1-33
107	3510291120	JAMES 1-34
108	3510291130	ANDERSON 1-33
109	3510291140	WARD 1-35
110	3510291150	WOODRUFF 1-36
111	3510291170	MOWDY 1
112	3510291190	BELLETTINI 3-32
113	3510293010	ORVILLE 4-1H
114	3510293030	SPEARS 4-11H
115	3510293040	SPEARS 5-11H
116	3510293050	BELLETTINI TRUST 1-5/32H
117	3510293060	BELLETTINI TRUST 2-5/32H
118	3510293080	ORVILLE 5-1H
119	3510293090	BELLETTINI TRUST 3-5/8H
120	3510293100	BELLETTINI TRUST 4-5/8H
121	3510293290	STELLA-TUCKER 2-22/27H
122	3510293300	STELLA-TUCKER 3-22/27H
123	3510293330	LACKEY 1-17/20H
124	3510293340	LACKEY 2-17/20H
125	3510293390	WARD 2-33/4H
126	3510293400	WARD 3-33/4H
127	3510293420	MCENTIRE 2-35/2H
128	3510293430	MCENTIRE 3-35/2H
129	3510293440	MCENTIRE 4-35/2H
130	3510293450	STELLA-TUCKER 4-22/27H
131	3510293490	PISTOL 1-9/16H
132	3510293570	OWL ROAD 1-5/8H

133	3510293580	OWL ROAD 2-4/9H
134	3510293610	COALGATE 1-8/17H
135	3510293620	COALGATE 2-8/17H
136	3510610010	SNOW #1-3
137	3510610020	WOODMORE #1-6
138	3510610030	LACKEY UNIT #1
139	3510610040	NOBLIN UNIT #1
140	3510610050	CALEDONIA #1
141	3510610060	ARY #1-15
142	3510610070	COBLENTZ, L.M. UNIT
143	3510610080	FLOYD #1
144	3510610110	DONNAJO
145	3510610121	ROSE 2-24 (WAP)
146	3510610130	PERRYMAN #1
147	3510610140	PERRYMAN #2-10
148	3510610150	JONES MILLER #1
149	3510610160	WIMBERLY #1-22
150	3510610170	BOWERS #1-23
151	3510610180	WIMBERLY #2-27
152	3510610190	JUDYANN #1-28
153	3510610200	COX #1
154	3510610210	WOODMORE #1-34
155	3510610220	WOODMORE #2-34
156	3510610230	ALLIANCE TRUST #1
157	3510610240	ALDRIDGE #3
158	3510610250	ROSE
159	3510610260	BABIN #1
160	3510610280	WRIGHT, THELMA UNT
161	3510610290	FURROW #1-22
162	3510610300	MCMONIGLE #1
163	3510610310	BARKLEY #1
164	3510610320	HIGHTOWER #1-25
165	3510610330	FALCONER HEIRS 1
166	3510610340	BUSH UNIT
167	3510610350	RAMIREZ ET AL UNIT
168	3510610360	CLYMA #1
169	3510610370	FREDERICK A #1
170	3510610380	CARSON #1-30
171	3510610390	GARLAND #1-32
172	3510610400	GARLAND #2-32
173	3510610410	HAYES UNIT #4 (SPIRO)
174	3510610430	MITCHELL 2-2
175	3510610440	COOPER 2-3
176	3510610450	LONA VALLEY 1-7



177	3510610460	BUTLER 2-11
178	3510610470	RUTH ANN 1-14
179	3510610480	FISH CREEK 1-15
180	3510610490	PIXLER 1-16
181	3510610500	FOWLER 2-17
182	3510610510	REDWINE 1-17
183	3510610520	FOWLER 3-17
184	3510610540	OGLE 1-18
185	3510610550	ALLRED 2-18
186	3510610560	ALLRED 3H-18
187	3510610570	REDWINE 1-18
188	3510610580	ANDERSON 1-18 X
189	3510610590	KASINER 2-22
190	3510610600	SMITH 1-29
191	3510612000	KINTA 1-30/19H
192	3510630020	LENING 1-30/19H
193	3510630030	LENING 2-30/19H
194	3510630040	LENING 3-30/19H
195	3510630110	BRUNER 1-35/26H
196	3510630120	BRUNER 3-35/26H
197	3510630130	BRUNER 4-35/26H
198	3510630140	BRUNER 2-35/26H
199	3510630150	BISHOP NORTH 1-15/10/3/H
200	3510630160	BISHOP NORTH 2-14/11/2/H
201	3510630170	BUFORD 1-28/21H
202	3510630180	BUFORD 2-28/21H
203	3510630190	ROZE 1-33/28H
204	3510630200	ROZE 2-33/28H
205	3510630210	PICKLE 1-8/5/32H
206	3510630220	PICKLE 2-9/4/33H
207	3510630960	BISHOP 1-15/22H
208	3510770010	KENT #1
209	3510770020	SAMS #1
210	3510770030	COLLINS RANCH A 1-10
211	3510770040	COLLINS RANCH C 2-10
212	3510770050	WHITE 1-10
213	3510770060	WHITE ESTATE 2-10
214	3510770070	COLLINS RANCH B 1-11
215	3510770080	PARKER #1
216	3510770090	PINE LAKE #1
217	3510770100	COSTILOW #2
218	3510770110	COSTILOW #4-14
219	3510770120	COSTILOW #6-14
220	3510770130	VARNUM #2-25

221	3510770140	VARNUM #3
222	3510770150	VARNUM UNIT
223	3510770160	ASH CREEK #1
224	3510770170	GLENN #3-11
225	3510770180	LAKE WAYNE #1
226	3510770190	LAKE WAYNE #1-H
227	3510770200	LAKE WAYNE #2CBM
228	3510770210	WHITE, ERLE #4-17
229	3510770220	JANKOWSKY #1-19
230	3510770230	JANKOWSKY #2-19
231	3510770240	JANKOWSKY #3-19
232	3510770250	JANKOWSKY #4-19
233	3510770260	JANKOWSKY #5-19
234	3510770270	SUNFLOWER #1-35
235	3510770280	MOLLIE 1 (MID ATOKA)
236	3510770290	MOLLIE #1R CBM
237	3510770300	MOLLIE #2 (ATOKA)
238	3510770310	MOLLIE #3-17
239	3510770320	ROBBERS CAVE #2
240	3510770330	YOUNG RANCH 2-27
241	3510770340	YOUNG RANCH #1-28
242	3510770350	KILPATRICK #1-29
243	3510770360	KILPATRICK #2-29
244	3510770370	GOLDEN #2-30
245	3510770380	GOLDEN UNIT
246	3510770390	SOUTHARD 3-31 RD OAK
247	3510770391	SOUTHARD 3-31 UP ATKA
248	3510770400	QUAID #1
249	3510770410	FOSTER #1-15
250	3510770420	FOSTER #2-15
251	3510770430	JANKOWSKY #1-29
252	3510770440	JANKOWSKY 2-29
253	3510770450	JANKOWSKY #1-32
254	3510770460	JANICE #1
255	3510770470	CIRCLE F. RANCH #1
256	3510770480	OPAL #1-23
257	3510790010	HAMMOND #1
258	3510790020	HAMMOND #2
259	3510790030	HAMMOND #4-4
260	3510790040	HAMMOND #5-4
261	3510790050	HAMMOND #6-4
262	3510790060	LOWREY #2-35
263	3510790070	ERDHARDT #1
264	3510790080	MILLIE #1

265	3510790090	MILLIE #2-36
266	3510790100	VANILLI #3-36
267	3510790110	KINSEY, ODIS UNIT
268	3510790120	MOLTHAN #1
269	3510790130	SIMPSON #1-36
270	3510790140	PHEBE #1
271	3510790150	WOODROW
272	3510790160	TURMAN #1
273	3510790170	HILL #1-31
274	3510790180	LAFEVERS
275	3510790190	GEREN #1
276	3510790200	HAMBRICK 1-8
277	3510790210	HOPE #1-9
278	3510790220	JOHNSON #3-9
279	3510790230	JOHNSON #4-9
280	3510790240	CANTWELL, C.S. #1
281	3510790250	IBISON #1
282	3510950010	GROFF 1
283	3511210030	MCCLUNG #2-10
284	3511210040	MCCLUNG #3-10
285	3511210050	MCCLUNG A
286	3511210080	NEWTON SMITH #1-16
287	3511210090	NEWTON SMITH #2-16
288	3511210100	NEWTON SMITH #3-16
289	3511210110	NEWTON SMITH #4-16
290	3511210120	TOHKUBBI #1
291	3511210130	WARD #4-31
292	3511210140	WARD UNIT #1
293	3511210150	DELILAH 1
294	3511210160	LOFTIS #2
295	3511210170	SORRELS C #1
296	3511210180	MCALESTER #1-12
297	3511210190	CRAWFORD #1-24
298	3511210200	MILLER #1-24
299	3511210210	POWELL 1-24
300	3511210220	ENGLEMAN #1-36
301	3511210230	GLADYS ROSE #1
302	3511210240	MCENTIRE A #1
303	3511210250	MCENTIRE B #1 (WAP)
304	3511210251	MCENTIRE B #1 (CROM)
305	3511210260	BLUE CREEK #1H-7
306	3511210270	BLUE CREEK #2-7
307	3511210280	BLUE CREEK #3-7
308	3511210290	NEAL F #1

309	3511210300	GARRETT & COMPANY 1-2
310	3511210310	BIGGERS #2-8
311	3511210320	BIGGERS A #1
312	3511210330	KATHRYN #1
313	3511210340	STORRIE 1-14
314	3511210350	HODGENS #1
315	3511210360	HODGENS #2-16
316	3511210370	FORIS #1
317	3511210380	STROEHMER
318	3511210390	BUELA MAE #1
319	3511210400	WILKINS #1-18
320	3511210410	DOBBS #1
321	3511210420	PITTSBURG #1
322	3511210430	PITTSBURG #2-20
323	3511210440	HOPPER
324	3511210450	HOPPER #2-21
325	3511210460	EUNICE A #1
326	3511210470	HOPPER #3-25
327	3511210480	KINNIKIN #1
328	3511210490	SULLIVAN #1
329	3511210500	SCOTT, DON 2-29 (CROM
330	3511210501	SCOTT, DON 2-29 (WAP
331	3511210510	SISCO #1
332	3511210520	GLADYS ROSE #1H-5
333	3511210530	GOODIN #1
334	3511210540	LITTLE #1
335	3511210550	MACKEY #1
336	3511210560	BATTLES #1
337	3511210570	CRABTREE B #1-22
338	3511210580	CRABTREE C #1
339	3511210610	CRABTREE A #1-27
340	3511210620	CRABTREE A #2
341	3511210630	ROMINE #1-28
342	3511210640	ROMINE #2-28
343	3511210650	ROMINE #3-28
344	3511210660	MULLEN #2
345	3511210670	MULLENS #4-29
346	3511210680	DAVIS Q #1
347	3511210690	HARRINGTON #1
348	3511210700	PEARL #1A-TUBING
349	3511210710	TURNEY A #1
350	3511210720	BRANSON #1-33
351	3511210730	HOUSER 1-11
352	3511210740	GENEY #1

353	3511210750	GODDARD, CARL #4-2
354	3511210760	INDIAN NAT 2-19 WAP
355	3511210761	INDIAN NAT 2-19 SB-WP SLD 1/18
356	3511210770	IVERSON #1
357	3511210780	DIAL #1
358	3511210790	INDIAN NATIONS #1-29
359	3511210800	INDIAN NATIONS #2-29
360	3511210810	INDIAN NAT 2-30 ENCE
361	3511210811	INDIAN NAT 2-30 WOOD
362	3511210820	INDIAN NAT 3-30 EUN
363	3511210821	INDIAN NAT 3-30 WAP
364	3511210830	BOARDWALK #1
365	3511210840	BRAZIL #1-24
366	3511210850	BRAZIL #2-24
367	3511210860	BRAZIL #3-24
368	3511210870	STEVENS #4-26
369	3511210880	STEVENS #5-26
370	3511210890	STEVENS F #1-26
371	3511210900	STEVENS F #2-26
372	3511210910	YUMA #1-26
373	3511210920	YUMA #2-26
374	3511210930	YUMA #3-26
375	3511210940	YUMA #4-26
376	3511210950	YUMA #6-26
377	3511210960	CROWL #1-27
378	3511210970	CROWL #2
379	3511210980	CROWL #3-27
380	3511210990	CROWL #4
381	3511211000	CROWL #5
382	3511211010	CROWL #6-27
383	3511211020	CROWL #7
384	3511211030	CROWL #8-27
385	3511211040	CARNEY #2-28
386	3511211050	SCHERER B #1
387	3511211060	SCHERER B #3
388	3511211070	VAN DYKE #1
389	3511211080	VAN DYKE #2-35
390	3511211090	VAN DYKE #3-35
391	3511211100	VAN DYKE #4
392	3511211110	VAN DYKE #5-35
393	3511211120	ORBISON 1-11 BGO
394	3511211130	MCNALLY #1
395	3511211140	MCNALLY #3-15
396	3511211150	MCNALLY 2-15

397	3511211160	SMALLWOOD #3-10
398	3511211170	NEEDHAM #1-14
399	3511211180	TEX #1
400	3511211190	PENFIELD #1-30
401	3511211200	MCBEE
402	3511211210	MONROE #1-28
403	3511211220	BOBO UNIT #1
404	3511211230	OWENS E 1-8
405	3511211240	BROWNE F. 2-2 NP
406	3511211250	OLSON #1
407	3511211270	CARR UNIT #1
408	3511211280	LOIS SIRMANS 1-12
409	3511211290	PHILLIPS 1-8
410	3511211310	OLEN 1H-1
411	3511211320	ULIS 1-2
412	3511211330	RICHARDSON 1-3
413	3511211340	CRUTCHFIELD 1
414	3511211350	CHAPMAN 1
415	3511211360	CHAPMAN 2-7C (ATK)
416	3511211361	CHAPMAN 2-7T (CROM)
417	3511211370	SIMMONS 1-8
418	3511211380	BOGGY 1-9
419	3511211390	MCCLUNG 4H-10
420	3511211400	MCCLENDON 1-10
421	3511211410	CASEY 1-11
422	3511211420	CASEY 2
423	3511211430	CASEY 3
424	3511211440	CASEY 4H-11
425	3511211450	DOBBS 1 (RIL)
426	3511211460	FORIS 1 (RIL)
427	3511211470	SCOTT 1
428	3511211480	JACKPOT 1-16
429	3511211490	W.W. POE 1H-16
430	3511211500	VERNER 1-18
431	3511211510	VERNER 2-18
432	3511211520	D. BOONE 1H-20
433	3511211530	VIRGINIA 1-21
434	3511211540	VIRGINIA 2H-21
435	3511211560	S. R. 1-22
436	3511211570	S. R. 2H-22
437	3511211580	HARRIS I 4-24
438	3511211590	PHIPPS 1-28
439	3511211600	PHIPPS #2-28H
440	3511211601	PHIPPS 2-28/21H - ST

441	3511211610	KIOWA HILL 1-29
442	3511211620	KIOWA HILL 2H-29
443	3511211630	HATRIDGE 1H-30
444	3511211640	SABRINA 1-35
445	3511211650	GENEVA 1-36
446	3511215000	PERSALL 1-8/17H
447	3511270010	MORRIS #1-17
448	3511270020	MORRIS 1-19
449	3511270030	MORRIS #1-20
450	3511350010	BYRD UNIT #1
451	3511350020	BYRD UNIT #2-22

**Exhibit F**

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

MCKNIGHT REALTY CO., on behalf of itself  
and all others similarly situated,

Plaintiff,

v.

Case No.: CIV-17-308-KEW

BRAVO ARKOMA, LLC; and BRAVO  
NATURAL RESOURCES, LLC,

Defendants.

**ORDER ON CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

WHEREAS, for the purposes of this Order, the Court adopts and incorporates the definitions set forth in the Settlement Agreement that has been entered into between the Plaintiff and Settlement Class and 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.

WHEREAS, 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;

WHEREAS, this Court has been asked to certify the Settlement Class, as a class for



settlement purposes only, pursuant to Rule 23;

WHEREAS, the Court presided over the settlement conference that resulted in this settlement and 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

WHEREAS, 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 Defendants and has jurisdiction over the subject matter of this action.

2. The Court hereby, pursuant to Rule 23, certifies a Settlement Class consisting of the following:

All persons who are royalty owners in Oklahoma wells where Bravo Arkoma LLC or Bravo Natural Resources, LLC (including their affiliated predecessors and affiliated successors) are or were the operator (or a working interest owner, which marketed its share of gas and directly paid royalties to the royalty owners).

Excluded from the Class are: (1) agencies, departments or instrumentalities of the United States of America, including but not limited to the U.S. Department of the Interior (the United States, Indian tribes, and Indian allottees); (2) the State of Oklahoma or any of its agencies or departments that own royalty interests; (3) Defendants, their affiliates, predecessors, and employees, officers, and directors; (4) any company or its affiliated entities that produces, gathers, processes, or markets gas; and, (5) royalty owners only to the extent receiving “Blanchard” payments.

3. The Court approves McKnight Realty Company as the Class Representative. The Court further approves and appoints as Class Counsel for the Settlement Class the attorneys of record for the Class Representative in this action.

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) 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 of the Class Representative are typical of the claims of the Settlement Class.

(4) The Class Representative 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) 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.

The Court finds the Settlement Class should be certified for the purpose of this settlement, as the Settlement Class meets all certification requirements of Federal Rule of Civil Procedure 23 for a settlement class. In making this determination, the Court has accounted for the settlement's impact upon the elements required for certification of the Settlement Class, including the lack of inquiry needed on the issue of whether the case, if tried, would present intractable case management problems. Because the settlement eliminates the need for trial, the Court does not reach, and makes no ruling either way, as to the issue of whether the Settlement Class certified by agreement for settlement purposes could have been certified in this case for litigation purposes. The Settlement Class is certified for settlement purposes only.

5. The Court finds that the Notice of Settlement and the Plan of Notice to be given to the Settlement Class constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice to all putative members of the Settlement Class, and complies fully with Rule 23, the United States, the Oklahoma Constitution and any other applicable laws.

Dated this \_\_\_\_\_ day of July, 2018.

---

KIMBERLY E. WEST  
U.S. MAGISTRATE JUDGE

APPROVED:

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**COUNSEL FOR PLAINTIFFS**

**Exhibit G**

**LIST OF AFFILIATES**

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Bravo Arkoma, LLC

Four Winds Midstream, LLC

NGP Natural Resources X, LP

NGP Energy Capital Management, LLC

NGP X US Holdings, LP

NGP Bravo Co-Invest, LLC