EXHIBIT M

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF KANSAS

FREEBIRD, INC., on behalf of itself and all others similarly situated,	)	
Plaintiff Class,	)	
vs.	)	Case No.10-1154-KHV-JPO
Merit Energy Co. (including affiliated predecessors and successors),	)	
Defendant.	)	

DECLARATION OF KIMBERLEE HAMILTON, ON BEHALF OF FREEBIRD, INC.

I, Kimberlee Hamilton, state as follows:

1. I am over the age of twenty-one (21) and competent to make this Declaration. I have personal knowledge of the facts declared herein and would so testify if called and sworn in a court of law.

2. I am and have been at all pertinent times the President and duly authorized representative of Freebird, Inc., a Washington corporation, and the named class representative in this lawsuit.

3. I voluntarily sign this Declaration in support of the plaintiff class's motion for final approval of the proposed class action settlement, and for an award of attorneys' fees and expenses, and class representative incentive award.

4. Freebird, Inc. owns royalty interests in three (3) wells in Finney County, Kansas that Merit Energy Company pays royalty on.

5. After I inherited the royalty interests involved here, I spent substantial time and expenses trying to determine what royalty interest percentage Freebird had the right to receive and then trying to educate myself on the vague and confusing nature of the very limited information available to me from check stubs. I gathered and organized all royalty check-stubs and related royalty owner communication and documentation.

6. After literally hundreds if not thousands of hours, my frustration lead me eventually to seek legal counsel.

7. Initially, I spoke to Erick Nordling, the Executive Director of the Southwest Kansas Royalty Owners Association, about my general feeling about royalty underpayment. He referred me to Fleeson Gooing for information and advice with respect to a possible class action remedy. I met with an attorney from Fleeson Gooing about potentially representing me and putative class members against Defendant to recover underpaid royalties. But Fleeson Gooing declined to represent me and the putative class against Defendant because they believed that the recovery on behalf of the potential class was too small in the aggregate to warrant risking the substantial attorney and staff time, effort, and expense associated with such a lawsuit. Regardless, I was determined to obtain advice and representation on behalf of myself and other royalty owners.

7. Besides Fleeson Gooing, the only other law firm I understood was experienced and competent to represent me and the putative class against large gas producers, such as the Defendant, was Gunderson, Sharp & Walke, LLP, particularly Rex A. Sharp, a principal of that firm. I was told Mr. Sharp was aggressive, thorough, legally innovative, and a skilled advocate with substantial class action experience.

8. As a result of my referral, Mr. Sharp and I talked by telephone. I provided him with check-stubs and other documentation relating to the royalty interests of Freebird, Inc. Mr. Sharp began investigating the potential royalty payment claims of Freebird, Inc. in July 2007. We again had numerous phone conversations and exchanged emails. Mr. Sharp took the time to explain to me and educated me generally about the oil and gas industry as it relates to gas royalty payment obligations, and the legal remedies that are available to enforce those obligations, such as class actions. I learned for the first time about the hidden deductions and non-payments that had beset me and other royalty owners.

9. Upon my review and consent, Mr. Sharp sent a letter to Defendant, dated December 13, 2007, seeking an explanation for the information already contained on the check-stubs, but also an explanation for what royalty payment practices, deductions and non-payments were not on the check-stubs. A revenue accountant for Defendant responded by letter, dated February 8, 2008. After a series of letters from Merit, since I could not afford to sue individually, I negotiated a written contingent fee agreement for Freebird to serve as a class representative for all other royalty owners in Kansas Merit wells.

10. Mr. Sharp hired consulting experts to analyze the issues and facts. With my review and consent, Mr. Sharp filed the present lawsuit on September 10, 2008 in district court in Seward County, Kansas.

11. During the course of the lawsuit, I remained in fairly regular communication with Mr. Sharp, concerning developments in the case and alternative strategic options. I located and provided discovery response documents when asked, spoke with Mr. Sharp and other lawyers and paralegals from his office numerous times, provided relevant documents, corresponded with

class counsel, gave answers to interrogatories, and exchanged hundreds of emails often with lengthy documents attached.

12. When the issue of settlement mediation was raised by Defendant, I agreed with Mr. Sharp that it would only be prudent and responsible to consider a settlement alternative, assuming the terms of settlement were fair and reasonable.

13. After much negotiation on the timing, substance, location, and person to mediate, I agreed that we should participate. The parties exchanged royalty payment information informally, and both sides submitted briefs and damages analysis. Mr. Sharp provided me with copies of all mediation briefing papers and corresponding attachments with damage estimates, which were voluminous and complex to say the least. A prominent senior Kansas lawyer with oil and gas class action experience, Lee Thompson, was selected as the mediator, with my approval.

14. After speaking with Mr. Sharp, I attended and fully participated in the mediation in Mr. Thompson's office in Wichita, Kansas on August 11, 2010. Also present with Mr. Sharp was consulting experts Dan Reineke in person and the Barbara Ley by telephone. I witnessed the exchange of offers and counter-offers, as well as arguments and counter-arguments on liability and damages as conveyed by Mr. Thompson. I witnessed the input of additional information as it became available and the refinement of damages estimates. Mr. Thompson argued points of law and fact in driving the parties to common ground. He pointed out our strengths and weaknesses both in terms of liability and damages. Through the mediation process, I was fully educated on the risks of continued litigation, and the trade-offs inherent in settlement. I approved of the offers and counteroffers and the reasons for each. At the end of that first day of mediation, it was apparent that no resolution could be reached at that time.

Throughout the mediation process, Mr. Sharp was a zealous, knowledgeable, and effective advocate. He was determined, but reasoned in his strategy.

15. After this failed mediation, I reviewed my files again to prepare for a deposition. I flew to Denver and was deposed in opposing counsel's office.

16. There was a second attempt at mediation at the office of Merit's counsel in Denver, Colorado on August 1, 2011. By this time, substantial discovery had occurred and the liability assessment and damage assessment was updated. The damage assessment was updated by our experts, Dan Reineke and Barbara Ley, and exchanged with Merit Energy. Joe Gunderson and Rex Sharp attended in person, and I was consulted along with our experts via telephone throughout this mediation. Again, I approved of mediation movements, and I felt that substantial progress was made in evaluating the liability claims and damages, but no resolution was reached by the parties.

17. The third mediation occurred before former Judge Richard Dana in Denver, Colorado on December 6, 2011. Again, there was substantial mediation briefing done, and I reviewed it all. Damage calculations were further refined and exchanged. I attended this mediation in person. Just as with the first mediation in Wichita, I was present for the strategy, and offers and counter-offers by the parties, as well as Judge Dana's comments and analysis. Again, progress was made, but no resolution was reached in Denver.

18. Starting before trial was set in August 2012 (which was later extended due to the busy calendar of the Court) and carrying on through the Fall of 2012, the parties remained in contact with Judge Dana, all with my full knowledge and consent. Judge Dana mediated over the course of months by telephone, and I was kept apprised by Class Counsel of the offers and counteroffers by the parties, as well as Judge Dana's comments and analysis. This time, the

parties were able to reach agreement on the material terms of settlement, and I was fully informed and in complete agreement with those terms of settlement.

19. I never saw any indication of collusion or undue compromise during the entire mediation and settlement process. The entire litigation and mediation was always adversarial, and, in fact, we walked away many times.

20. During the entire investigation, litigation, mediation, and now the settlement process, Mr. Sharp and Mr. Gunderson have kept me informed, listened to my ideas and concerns, and respected my role as representative royalty owner in this class action. I understand Settlement Class Counsel intends to apply to the Court to recover litigation expenses and a one-third attorneys' fee from the gross settlement recovery which I support as being fair and reasonable.

21. I estimate that I have spent well over 1500 hours representing the Class over the last 5 ½ years of litigation, not including the hundreds of hours I spent trying to obtain counsel willing to take the case. I also understand that Settlement Class Counsel intends to request a class representative incentive award which is common in class litigation, but in no way guaranteed or promised. I believe my efforts and prolonged commitment to seeking relief for myself and the Settlement Class warrant such an incentive award, and ask that the Court consider my efforts in that regard.

22. I discussed the terms of the Settlement Agreement with Mr. Sharp and Mr. Gunderson before it was signed. I understand and agree with the terms of the proposed Settlement Agreement, and believe it is a fair and reasonable settlement for the Class. I recommend the proposed Settlement Agreement to this Court for final approval.

23. I will attend the Final Settlement Approval hearing in person and present any further information to the Court at that time.

I declare under penalty of perjury, under the laws of the United States of America, 28 U.S.C. § 1746, that the foregoing is true and correct. Executed in Concord, California on this 10 day of January, 2013.

Kimberlee Hamilton