

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

COOK CHILDREN’S HEALTH
FOUNDATION a/k/a W.I. COOK
FOUNDATION, INC., on behalf of itself and a
class of similarly situated persons,

Plaintiff,

vs.

DIAMONDBACK E&P LLC,

Defendant.

Case No. CIV-21-359-D

STIPULATION AND SETTLEMENT AGREEMENT

This Stipulation and Agreement (hereinafter, including all exhibits attached hereto and/or provided for herein referred to collectively as the “Settlement Agreement”) is entered into by and between COOK CHILDREN’S HEALTH FOUNDATION A/K/A W.I. COOK FOUNDATION, INC. (“Plaintiff”), on behalf of itself and a class of similarly situated royalty owners (defined as the “Settlement Class” in paragraph 1.41 below), and DIAMONDBACK E&P LLC (for itself and as more fully defined in paragraph 1.7 below (the “Diamondback Entities”)). Plaintiff and the Diamondback Entities may be referred to as a “Party” or collectively as “the Parties.” The settlement expressed in this Settlement Agreement is conditioned upon the terms and conditions set forth in this Stipulation and Settlement Agreement, including but not limited to the Court (1) approving this Settlement Agreement and (2) entering the orders and judgments in material conformance with those proposed by the Parties, as more fully described below.

WHEREAS, Plaintiff and the Settlement Class own royalty interests in natural gas produced and sold from wells that the Diamondback Entities owned and operated in the State of Texas.

WHEREAS, the above-styled action (the “Litigation”) was commenced on April 16, 2021, with the filing of Plaintiff’s Class Action Complaint in the United States District Court for the Western District of Oklahoma [Dkt. #1];

WHEREAS, Plaintiff has alleged that the Diamondback Entities underpaid royalties on the use of natural gas from wells located in Texas, as more fully described in the Class Action Complaint [Dkt. #1];

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

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

WHEREAS, Plaintiff agreed to settle the claims asserted against the Diamondback Entities in the Litigation pursuant to this Settlement Agreement after considering: (1) the substantial

benefits Class Members will receive from resolution of such claims, (2) the risks of litigating those claims, and (3) the desirability of permitting the settlement to be consummated as provided by the terms of this Settlement Agreement;

WHEREAS, the Diamondback Entities agree that further prosecution and defense of the claims in this Litigation would be protracted and expensive. The Diamondback Entities have taken into account the uncertainty and risks inherent in such litigation and has determined that it is desirable to compromise and settle the claims in the Litigation;

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

WHEREAS, the Diamondback Entities enter into this Settlement Agreement without admitting any liability whatsoever, and solely to avoid further expense, inconvenience, and disruption of defending against the claims asserted in the Litigation and to be completely free of any further controversy with respect to the claims in the Litigation, as more fully described herein.

NOW THEREFORE, in consideration of the payments, mutual promises, agreements, undertakings, releases, and other terms and provisions of this Settlement Agreement, the sufficiency of which is hereby acknowledged by all Parties hereto, Plaintiff, on behalf of itself and the Settlement Class, and the Diamondback Entities, stipulate and agree as follows, subject to the approval of the Court, without admission of any liability or wrongdoing, and in consideration of the benefits set forth herein, that all Released Claims (defined in paragraph 1.35 below) shall be fully, finally, and forever compromised, settled, released, and discharged, and the Litigation shall be dismissed with prejudice, upon and subject to the following terms and conditions.

1. Definitions

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

1.1. “**Administration, Notice, and Distribution Costs**” means the reasonable and necessary fees, costs, and expenses charged by the Settlement Administrator (or any consultant retained by the Settlement Administrator with approval from Plaintiff’s Counsel) for fees, costs, and expenses generated or incurred in the administration, distribution, and notification of the Settlement, including: (a) fees, costs, and expenses of identifying the names, addresses, and tax identification numbers of Class Members (to the extent not contained in the records provided by the Diamondback Entities under paragraph 3.3 below); (b) fees, costs, and expenses incurred to publish and mail the Notice of Settlement to the Settlement Class (such as the cost to print the Notice of Settlement, mail the Notice of Settlement, and publish the Notice of Settlement pursuant to the Plan of Notice); (c) fees, costs, and expenses to prepare, issue, and mail (and reissue and re-mail, if necessary) the Distribution Checks to the Settlement Class; (d) fees, costs, and expenses to calculate the amount each Class Member will receive under any Distribution Schedule and to provide a reconciliation of the Residual Unclaimed Amount; and (e) fees, costs, and expenses to calculate the amount each Class Member who does not timely and properly submit a Request for Exclusion will receive under the Final Distribution Schedule. Administration, Notice, and Distribution Costs also include the costs described in (a) through (e) above incurred by Plaintiff’s Counsel and/or Plaintiff associated with experts, consultants, or other personnel retained for purposes of administration, distribution, and notification. Administration, Notice, and Distribution Costs also includes any fees or costs charged by the Escrow Agent related to the Escrow Account.

Administration, Notice, and Distribution Costs does not include any costs or fees incurred by the Diamondback Entities related to this Settlement or the Litigation.

1.2. “**Allocation Methodology**” means the methodology Plaintiff proposes to use to calculate the Settlement Amount and the Final Distribution Schedule.

1.3. “**Claim Period**” means checks or payments from the Diamondback Entities from April 1, 2011, to and including July 31, 2023, subject to the terms of this Settlement Agreement regarding Released Claims.

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

1.5. “**Class Wells**” means the oil and gas wells encompassed by the Settlement Class definition, which are identified on Exhibit 1 of this Settlement Agreement.

1.6. “**Court**” means the Honorable Timothy D. DeGiusti in the United States District Court for the Western District of Oklahoma, or any successor judge presiding over the Litigation. The Parties agree to consent to a magistrate for consideration of this Settlement and to submit the appropriate forms to effectuate that assignment.

1.7. “**Diamondback Entities**” is defined as Diamondback E&P LLC, Diamondback Energy, Inc., Energen Resources Corporation, and/or each’s respective affiliates that are lessees or successors-in-interest under oil and gas leases, and their respective predecessors, successors, assigns, and their past, present and future officers, directors, affiliates, employees, agents, servants, and representatives, excluding, however, QEP Resources, Inc.

1.8. “**Diamondback’s Counsel**” means the law firms of Holland & Hart LLP and Crowe & Dunlevy, P.C.

1.9. “**Distribution Check**” means a check payable to a Class Member who does not timely and properly submit a Request for Exclusion, or who is not otherwise excluded from the Settlement Class by order of the Court, for the purpose of paying that Class Member’s share of the Settlement Amount pursuant to the Final Distribution Schedule.

1.10 “**Distribution Schedule**” means the Preliminary and Final Distribution Schedules filed with the Court to show the amount each Class Member may receive from the Gross or Net Settlement Amounts.

1.11. “**Effective Date**” means the first business day when all of the following have occurred: (a) the Diamondback Entities have fully paid, or caused to be fully paid, the Gross Settlement Amount, as required below; (b) the Settlement Agreement has not terminated under paragraphs 9.1 or 9.3 hereof; (c) the Court has approved the Settlement as described herein and entered the Judgment in substantially the same form and content attached hereto as Exhibit 2; and (d) such Judgment has become Final and Non-Appealable, as set forth in paragraph 1.16.

1.12 “**Escrow Account**” means an account maintained by the Escrow Agent.

1.13. “**Escrow Agent**” means the bank or financial institution mutually agreed upon by the Parties and appointed and approved by the Court to carry out the duties assigned to the Escrow Agent under this Settlement Agreement. The Parties have agreed to propose Citibank to serve as Escrow Agent.

1.14. “**Escrow Agreement**” means the agreement(s) between Plaintiff’s Counsel (on behalf of Plaintiff and the Settlement Class), the Diamondback Entities, and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account in

accordance with this Settlement Agreement. The Escrow Agreement shall be in the form agreed to by the Parties.

1.15. Paragraph 1.15 is intentionally left blank.

1.16. “**Final and Non-Appealable**” means:

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

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

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

1.18. “**Final Distribution Schedule**” means the final calculation of the Distribution Check that will be sent to each Class Member who has not timely and properly submitted a Request for Exclusion or has been otherwise excluded from the Settlement Class by order of the Court and approved by order(s) of the Court authorizing and directing distribution of the Settlement Amount, in whole or part, to members of the Settlement Class.

1.19. “**Gross Settlement Amount**” means the total cash amount of Eleven Million, Nine Hundred Seventy-Five Thousand, Five Hundred and Eighty Dollars (\$11,975,580.00) to be paid by Diamondback E&P LLC. In no event shall the Diamondback Entities be required to pay more than the Gross Settlement Amount, excluding the cost of the notices described in paragraph 3.8 below.

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

1.21. “**Motion for Preliminary Approval**” means the Motion for Settlement Class Certification and Preliminary Approval of Class Action Settlement Agreement, in substantially the form attached hereto as Exhibit 3, to be filed by Plaintiff seeking certification of the Settlement Class and preliminary approval of this Settlement Agreement.

1.22. “**Judgment**” means the order and judgment approving the Settlement Agreement between the Settlement Class and the Diamondback Entities, which shall be in material conformance with Exhibit 2, attached hereto.

1.23. “**Litigation**” is separately defined on page 2 of this Settlement Agreement.

1.24. “**Litigation Expenses**” means the reasonable costs and expenses incurred by Plaintiff’s Counsel in commencing and prosecuting the Litigation.

1.25. “**Net Settlement Amount**” means the Gross Settlement Amount less: (a) any of Plaintiff’s Attorneys’ Fees and Litigation Expenses awarded by the Court; (b) any Incentive Award awarded by the Court; (c) any Administration, Notice, and Distribution Costs awarded by the Court; (d) any other costs and expenses that the Court orders to be deducted from the Gross Settlement Amount; and (e) the gross amount of money under the Distribution Schedule

attributable to Class Members who timely and properly submitted Requests for Exclusion or who were otherwise excluded from the Settlement Class by order of the Court.

1.26. “**Notice of Settlement**” means the notice in substantially the same form as Exhibit 4, which will be mailed in accordance with the Plan of Notice as described in Section 3 below, and the notice in substantially the same form as Exhibit 5, which will be posted on the website in accordance with the Plan of Notice as described in Section 3 below, and the notice in substantially the same form as Exhibit 6, which will be published in accordance with the Plan of Notice as described in Section 3 below.

1.27. “**Objection Deadline**” means the deadline for any Class member to object to this Settlement Agreement identified in the Court’s Preliminary Approval Order.

1.28. “**Opt Out Deadline**” means the deadline for any Class member to submit a Request for Exclusion from the Settlement Class identified in the Court’s Preliminary Approval Order.

1.29. “**Parties**” is separately defined on page 1 of this Settlement Agreement.

1.30. “**Plaintiff**” is separately defined on page 1 of this Settlement Agreement.

1.31. “**Plaintiff’s Attorneys’ Fees**” means the fees awarded by the Court to Plaintiff’s Counsel with respect to their work on the Litigation.

1.32. “**Plaintiff’s Counsel**” means the law firm of Sharp Law, LLP.

1.33. “**Plan of Notice**” means the process described in Section 3 below for sending and publishing the Notice of Settlement.

1.34. “**Preliminary Approval Order**” means the order in substantially the form attached hereto as Exhibit 7 to be entered by the Court preliminarily approving the Settlement, certifying

the class for settlement purposes only, and directing that Notice of Settlement be provided to the Settlement Class as set forth therein.

1.35. “**Released Claims**” means any and all liabilities, rights, claims, demands, obligations, damages (including claims for or award of costs and/or expenses, court costs, and attorneys’ fees), losses, causes of action in law or in equity arising from or related to the payment, underpayment, or nonpayment of royalties paid to Plaintiff and the Settlement Class or its predecessors on the volumes of natural gas, natural gas liquids, and associated hydrocarbons used, returned, or lost-and-unaccounted-for from the wellhead to the tailgate of any processing plant receiving such gas during the Claim Period. The Released Claims shall not include: (a) any and all claims accruing before or after the Claim Period; (b) any and all claims against the Released Parties arising out of or related to proceeds from Texas oil-and-gas production held in suspense, but not yet paid or issued by the Released Parties during the Claim Period; (c) claims arising out of or relating to royalties paid on the production of oil; (d) claims for breach of obligations to develop Texas oil and gas leases and failure to prevent offset drainage; and (e) any other claims that Class Members may have against the Released Parties other than those arising from or related to the payment, underpayment, or nonpayment of royalties paid to Plaintiff and the Settlement Class or its predecessors on the volumes of natural gas, natural gas liquids, and associated hydrocarbons used, returned, or lost-and-unaccounted-for from the wellhead to the tailgate of any processing plant receiving such gas during the Claim Period. Notwithstanding the exclusion in paragraph 1.41(6) below, the Released Claims shall include claims asserted against the Diamondback Entities arising from royalties paid on behalf of other working interest owners.

1.36. “**Released Parties**” means the Diamondback Entities, and their respective predecessors, successors, assigns, and their respective past, present and future officers, directors, affiliates, employees, agents, servants, and representatives, excluding, however, QEP Resources, Inc.

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

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

1.39. “**Residual Unclaimed Amounts**” means any portion of the Net Settlement Amount that has not been deposited, cashed, or otherwise claimed by a Class Member, including but not limited to: (a) the total amount of Distribution Checks sent to Class Members who later cannot be

located by the Settlement Administrator or Plaintiff's Counsel through reasonable efforts (as described in paragraph 6.9 below), along with any interest and returns that accrue on such amounts during the time they are in the Escrow Account, and which remain unused after final distributions and administrations have been made; and (b) the amount of Distribution Checks sent to Class Members that are voided because they are not cashed or deposited within the time specified on the Distribution Check, along with any interest and returns that accrue on such amounts during the time they are in the Escrow Account, and which remains unused after final distributions and administrations efforts have been made.

1.40. “**Settlement**” means the Parties’ agreement to resolve the Litigation as described herein.

1.41. “**Settlement Class**” shall mean the below-described class that the Parties have agreed should be certified for settlement purposes only pursuant to the entry of the Preliminary Approval Order to be entered by the Court in material conformance with the form attached hereto as Exhibit 7. The Settlement Class is to be substantially defined as follows:

All royalty owners in Texas wells where Diamondback E&P LLC, Diamondback Energy, Inc., Energen Resources Corporation, and/or each’s respective affiliates was the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) from April 1, 2011 to July 31, 2023 under oil and gas leases which expressly contain the off-lease use of gas royalty clause, the on-lease free use clause, or both, and in which Diamondback E&P LLC, Diamondback Energy, Inc., Energen Resources Corporation, and/or each’s respective affiliates are lessees or successors-in-interest under such agreements (collectively, the “Diamondback Entities”).

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) agencies, departments or instrumentalities of the State of Texas; (3) Diamondback Entities and their affiliates, officers, and directors; (4) any publicly traded entity (and its affiliates) that produces, gathers, processes, or markets gas; (5) the claims of royalty

owners to the extent covered by arbitration clauses or prior settlement agreements, if any, still in effect on the date this lawsuit was filed; and (6) royalty paid by the Diamondback Entities only as a pass-through for other non-affiliated entities, except to the extent any claims are asserted against the Diamondback Entities that arise from such royalty paid.

1.42. The phrases “oil and gas” and “oil-and-gas” as used herein shall not exclude situations involving only one or the other product. These phrases are understood to include oil alone, gas alone, and both oil and gas together.

2. Consideration

2.1. The Parties agree to settle the Litigation as set forth herein. The Diamondback Entities agree to provide Plaintiff and the Class Members the Gross Settlement Amount in exchange for Plaintiff’s and the Class Members’ releases, covenants, and agreements in the Settlement Agreement.

2.2. The Diamondback Entities shall pay the Gross Settlement Amount (\$11,975,580.00) into the Escrow Account no later than fourteen (14) days following the date of entry of the Preliminary Approval Order.

2.3 Except for the Diamondback Entities’ obligation to make the payment called for by the preceding paragraph, neither the Diamondback Entities nor Diamondback’s Counsel shall have any liability to Plaintiff, Plaintiff’s Counsel, or the Settlement Class, with respect to the Gross Settlement Fund or its administration, including but not limited to any distributions made by the Escrow Agent or Settlement Administrator. If the Diamondback Entities fail to pay the Gross Settlement Amount into the Escrow Account within the time specified above in paragraph 2.2, beginning on the date on which payment is due and ending when the Gross Settlement Amount is paid into the Escrow Account, such amount will accrue interest at the effective federal funds rate,

as posted by the Federal Reserve Bank of New York on the first business day of the calendar year in which the payment is due.

2.4. The Parties agree that Settlement of the Released Claims is supported by adequate consideration and the Parties' agreements, releases, and covenants herein.

2.5. The Class Members who have not timely and properly submitted a Request for Exclusion and are not excluded from the Settlement Class by Order of the Court agree, in consideration of the agreement of the Diamondback Entities in this Settlement Agreement, to give the release, dismissal and covenant not to sue described in paragraphs 4.1, 4.2, and 4.3, below.

3. Plan of Notice and Court Approvals

3.1 Within five (5) business days following full execution of this Settlement Agreement, Plaintiff will file the Motion for Preliminary Approval, in the form attached hereto as Exhibit 3, which shall include the proposed Preliminary Approval Order, in the form attached hereto as Exhibit 7, which will, *inter alia*: (a) certify the Settlement Class for the purposes of this Settlement only; (b) preliminarily approve the Settlement as set forth in this Settlement Agreement; (c) approve the Notices of Settlement and Plan of Notice; and (d) direct the Settlement Administrator to provide the Notices of Settlement to the Settlement Class in accordance with the Plan of Notice or in any other manner the Court may direct in accordance with Federal Rule of Civil Procedure 23.

3.2. As soon as practicable after the filing of the Motion for Preliminary Approval, the Parties shall seek to set a hearing with the Court to request that the Court preliminarily approve this Settlement Agreement, certify the Class as a Settlement Class, order notice to be mailed in the form attached hereto as Exhibit 4, posted on the website in the form attached hereto as Exhibit 5,

and published in the form attached hereto as Exhibit 6. Plaintiff will submit the proposed Preliminary Approval Order in form attached hereto as Exhibit 7.

3.3. To the extent not already provided and to the extent reasonably available to the Diamondback Entities, and within five (5) business days after the entry of the Preliminary Approval Order by the Court, the Diamondback Entities shall provide the names and last known addresses for the Settlement Class, and within thirty (30) days after the entry of the Preliminary Approval Order, the Diamondback Entities shall provide taxpayer identification numbers for the Settlement Class. Such information may be designated and treated as Confidential pursuant to the Agreed Protective Order [Dkt. #15] and will only be used for purposes of effectuating this Settlement Agreement and any Orders of the Court. It is understood and agreed that the Diamondback Entities are under no obligation to verify the accuracy of such information or to obtain information the Diamondback Entities do not currently have in their records. The Diamondback Entities understand that the deadlines set forth in this Settlement Agreement are based in part on the timely provision of this data to Plaintiff's Counsel.

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

3.5 No later than thirty (30) days after entry of the Preliminary Approval Order, or at such time as is ordered by the Court, the Settlement Administrator will mail (or cause to be mailed) the Notice of Settlement (Exhibit 4) to all Class Members who have been identified after

reasonable efforts to do so and will post on the settlement website the Notice of Settlement (Exhibit 5). The Notice of Settlement (Exhibit 4) will be mailed to Class Members using the data described in paragraph 3.3 above and any updated addresses found by the Settlement Administrator. No later than ten (10) days after the Notice is mailed, or at such time as is ordered by the Court, the Settlement Administrator also shall publish (or cause to be published) the summary Notice of Settlement (Exhibit 6) one time in each of the following newspapers: (a) *The Oklahoman*, a paper of general circulation in Oklahoma; (b) *The Dallas Morning News*, a paper of general circulation in Texas; and (c) *The Houston Chronicle*, a paper of general circulation in Texas.

3.6. Within ten (10) days after mailing the Notice of Settlement, and continuing through the date of the Final Fairness Hearing, the Settlement Administrator also will display (or cause to be displayed) on an Internet website dedicated to this Settlement the following documents: (a) the Notice of Settlement, (b) the Complaint, (c) this Settlement Agreement, (d) the Preliminary Approval Order; and (e) other publicly filed documents related to approval of the Settlement. Neither the Diamondback Entities, Diamondback Entities' Counsel, Plaintiff, the Settlement Class, nor Plaintiff's Counsel shall have any liability for failure of the Notice of Settlement to reach any Class Member.

3.7. Plaintiff's Counsel shall provide the Diamondback Entities with weekly reports on the names of owners requesting to exclude themselves from the Settlement Class and this Settlement Agreement. Within seven (7) days after the Opt Out Deadline, Plaintiff shall submit to the Court a list of the names of owners requesting to exclude themselves from the Settlement Class and this Settlement Agreement.

3.8. At their sole expense, the Diamondback Entities shall issue the notice of settlement contemplated by the Class Action Fairness Act of 2005 (“CAFA”) in accordance with the deadlines provided by CAFA, but no later than ten (10) days after the Motion for Preliminary Approval is filed.

3.9. No later than twenty-eight (28) calendar days before the Final Fairness Hearing and assuming this Settlement Agreement has not terminated for any reason (as described in paragraph 9.1 below), Plaintiff’s Counsel and Plaintiff will move for: (a) final approval of the Settlement pursuant to Federal Rule of Civil Procedure 23(e); (b) entry of a Judgment in substantially the same form as Exhibit 2 attached hereto; and (c) final approval of the Allocation Methodology and Final Distribution Schedule. Plaintiff also will separately move for approval of Plaintiff’s Attorneys’ Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and an Incentive Award.

3.10. The Parties will request the Court to hold a Final Fairness Hearing as described in the Notice of Settlement, and to then enter Judgment, specifically approving all terms and provisions of the Settlement, including the Allocation Methodology and Final Distribution Schedule. The Parties will work cooperatively to ensure that the Final Fairness Hearing occurs in accordance with the deadlines provided by CAFA.

4. Release, Dismissal, and Covenant Not to Sue

4.1. Upon the Effective Date, the Released Parties, individually and collectively, shall be fully, finally, and forever released from the Released Claims of the Class Members and other Releasing Parties who are not excluded from the Settlement Class by virtue of a timely and

properly submitted Request for Exclusion or other Court order, and such Releasing Parties shall be enjoined from asserting or prosecuting any Released Claims against any Released Parties.

4.2. Upon the Effective Date and for the consideration provided for herein, each and every Class Member who has not timely and properly submitted a Request for Exclusion and who is not excluded from the Settlement Class (a) agrees and covenants that, in addition to the foregoing release of the Released Claims, he, she, or it shall not, at any time, directly or indirectly, on the Class Member's behalf, sue, institute, or assert against the Released Parties any Released Claims, and (b) acknowledges that the foregoing covenant shall apply and have effect by virtue of this Settlement Agreement and by operation of the Judgment. Each Class Member who has not timely and properly submitted a Request for Exclusion and who is not excluded from the Settlement Class further agrees and acknowledges that the covenants not to sue provided for in this paragraph are made to inure to the benefit of, and are specifically enforceable by, each of the Released Parties.

4.3. The Judgment approving the Settlement Agreement shall dismiss the Released Claims asserted in the Litigation with prejudice. However, any continuing obligations under this Settlement Agreement shall survive the entry of the Judgment. The Court will retain exclusive and continuing jurisdiction over this Litigation for purposes of interpreting, administering, and enforcing this Settlement Agreement and any issues associated therewith, subject to provisions of paragraph 11.8.

5. Escrow Account and Payment of Taxes

5.1. All funds held by the Escrow Agent or Settlement Administrator shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Settlement Agreement

and/or further order of the Court. Unless otherwise agreed to in writing between the Diamondback Entities and Plaintiff's Counsel, the Escrow Agent shall deposit the funds in an interest-bearing account. All risks related to the investment of the Gross Settlement Amount and any risk of loss of the funds deposited in the Escrow Account shall be borne by the Gross Settlement Amount alone and not by Plaintiff, Plaintiff's Counsel, the Diamondback Entities, the Diamondback Entities' Counsel, or the Settlement Administrator.

5.2. The Parties agree that the Gross Settlement Amount transferred to the Escrow Agent or Settlement Administrator, is intended to be a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 and that the Settlement Administrator, as administrator of the Escrow Account within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be solely responsible for timely filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation §1.468B-2(k)). All taxes on the income earned on the funds in the Escrow Account shall be paid out of the Escrow Account as provided herein and pursuant to the disbursement instructions set forth in the Escrow Agreement. The Settlement Administrator shall also be solely responsible for causing payment to be made from the Gross Settlement Amount of any taxes owed with respect to the Gross Settlement Amount. The Settlement Administrator shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation §1.468B-1(j), to cause the qualified settlement amount to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

5.3. Any tax returns prepared for the Gross Settlement Amount shall be consistent with the Settlement Agreement and in all events shall reflect that all taxes (including any interest or penalties) on the income earned by the Gross Settlement Amount shall be paid out of the Gross Settlement Amount as provided herein. The Gross Settlement Amount shall indemnify and hold all Released Parties, the Diamondback Entities, Diamondback's Counsel, Plaintiff, and Plaintiff's Counsel harmless for any taxes and related expenses of any kind whatsoever (including without limitation, taxes payable by reason of any such indemnification) on income earned while the Gross Settlement Amount (or any portion thereof) are in the Escrow Account. The Parties shall notify the Escrow Agent promptly if they receive any notice of any claim for taxes relating to the Gross Settlement Amount.

5.4. All income taxes, if any, incurred on the part of the Class Members in connection with the implementation of this Settlement Agreement shall be reported and paid by the individual Class Members to the extent of their individual tax liability on proceeds they individually receive. Except for any amounts withheld for tax purposes by the Settlement Administrator, the individual Class Members are solely responsible for the payment of any taxes attributable to payments to them under this Settlement Agreement. Plaintiff, Plaintiff's Counsel, the Diamondback Entities, Diamondback's Counsel, the Gross Settlement Amount, and the Settlement Administrator shall have no responsibility or liability whatsoever for any such taxes. Each Class Member will indemnify the Diamondback Entities as to any losses, liabilities, costs, or expenses, including attorneys' fees, arising out of or relating to any taxes attributable to such Class Member arising out of or relating to the payment of any portion of the Gross Settlement Amount to such Class Member. The Diamondback Entities, the Diamondback Entities' Counsel, and the Class Members

will bear no responsibility for any taxes due on Plaintiff's Attorney's Fees, any reimbursement of Litigation Expenses or Administration, Notice, and Distribution Costs, or any Incentive Award, and such taxes will not be paid from the Gross Settlement Amount.

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

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

5.7. In the event the Diamondback Entities are required to pay any taxes or assessments attributable to the Class Members, including any applicable interest or penalties, each Class Member will indemnify the Diamondback Entities as to the taxes, assessments, interest, and penalties attributable to such Class Member paid by the Diamondback Entities and any other losses, liabilities, costs, or expenses, including attorneys' fees, incurred by the Diamondback Entities arising out of or relating to any such taxes, assessments, interest, or penalties attributable to such Class Member. Without limitation of the foregoing, the Diamondback Entities shall be entitled to recover from each Class Member that portion of such taxes or assessments, interest, and penalties attributable to the portion of the Net Settlement Amount allocated to such Class Member by any lawful means available to the Diamondback Entities, including deduction or offset from any future payments to the Class Member, and the Class Members waive any challenge to the Diamondback Entities' right to offset from future payments to recover such amounts. The Diamondback Entities shall also be entitled to immediately recover any such taxes from the Residual Unclaimed Amounts (prior to the Court's Order as to the distribution of the Residual Unclaimed Amounts as *cy pres*) without affecting the Diamondback Entities' ability to recover such amount directly from the Class Member. The Diamondback Entities' Counsel shall not have any responsibility or liability whatsoever for any taxes or assessments, interest, or penalties on amounts distributed to a Class Member. Plaintiff and Plaintiff's Counsel shall not have any responsibility or liability whatsoever for any taxes or assessments, interest, or penalties on amounts distributed to a Class Member.

5.8. Plaintiff, Plaintiff's Counsel, the Diamondback Entities, the Diamondback Entities' Counsel, and the Settlement Administrator do not provide any tax advice whatsoever and shall

have no liability whatsoever for any taxes or assessments due, if any, on the Gross Settlement Amount, and make no representation or warranty regarding the tax treatment of any amount paid or received under this Settlement. Any Class Member with tax questions or concerns is urged to immediately contact his/her own tax adviser. The Diamondback Entities will have no input in determining the amount of taxes payable by the Settlement Class or how the taxes will be paid from the Gross Settlement Amount and likewise will not be bound in any respect by such determination or be attributed with any agreement as to whether the taxes paid by the Settlement Class are due or payable.

5.9. The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the maintenance, investment, or distribution of the Net Settlement Amount, the establishment or maintenance of the Escrow Account, the payment or withholding of any taxes, or any other expenses or losses in connection with such matters.

5.10. Subject to paragraph 6.7 regarding up to \$250,000.00 in Administration, Notice, and Distribution Costs, before making any distribution, the Settlement Administrator and/or Plaintiff's Counsel must request and receive approval from the Court. The request for distribution shall include the amount of the distribution, a summary of the items included in the proposed distribution, and any supporting evidence necessary for the Court to verify that the amount comports with the terms of the Settlement and any applicable Court order.

6. Allocation and Distribution

6.1. The Allocation Methodology is a matter separate and apart from the proposed Settlement between Plaintiff and the Diamondback Entities and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this

Settlement. Provided that none of the terms of the Settlement are modified by such decision, any decision by the Court concerning the Allocation Methodology shall not affect the validity or finality of the Settlement or operate to terminate or cancel this Settlement or affect the finality of the Judgment. Further, after the issuance of any notice contemplated by this Settlement Agreement or ordered by the Court, the Allocation Methodology may be modified without any further notice being required, provided the modification is approved by the Court.

6.2. Plaintiff's Counsel shall, subject to Court approval, allocate the Net Settlement Amount to individual Class Members proportionately based on each Class Member's volumetric share of natural gas production during production months April 1, 2011 to July 31, 2023, with due regard for the production date, any statutory interest that Plaintiff's Counsel believes has accrued, prior releases where identified by the Diamondback Entities, and the distribution of small amounts that may exceed the cost of the distribution (\$5.00). No distributions will be made to Class Members who will receive a distribution of \$5.00 or less under the Distribution Schedule. This *de minimis* threshold is set in order to preserve the overall value for Class Members from the costs of claims that are likely to exceed the value of those claims. It has been determined by Plaintiff's Counsel that \$5.00 is a reasonable *de minimis* threshold. A Class Member that falls into this category may request to be excluded from this Litigation as described in this Settlement Agreement or otherwise will be bound by the Settlement Agreement and all provisions thereof despite receiving no payment under the Distribution Schedule. In the event the Court declines to approve the \$5.00 *de minimis* payment provision contained in this paragraph, such refusal will not be grounds to disturb or terminate the Settlement Agreement; instead, Plaintiff's Counsel will submit an alternative Distribution Schedule that does not include the \$5.00 *de minimis* payment provision

contained in this paragraph. Plaintiff will utilize the information provided by the Diamondback Entities to direct any allocation to Class Members for the Claim Period. This allocation is subject to modification by Plaintiff's Counsel and final approval by the Court. The Diamondback Entities and the Diamondback Entities' Counsel shall have no responsibility for the allocation and distribution of the Gross Settlement Amount, shall not be liable for any claims by, through, or under any Class Member or any third party relating to the allocation or distribution of the Gross Settlement Amount, including but not limited to any claims that a Class Member should have been allocated and distributed a different amount of the Gross Settlement Amount than it actually received or than provided by any Distribution Schedule. The Diamondback Entities and the Diamondback Entities' Counsel will be indemnified by any Class Member asserting any such claims (or by, through, or under whom such claims are asserted) from and against any losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or relating to the assertion of any such claims.

6.3. No later than twenty-eight (28) calendar days prior to the Final Fairness Hearing, the Parties will cooperate on the preparation of the Preliminary Distribution Schedule. The Preliminary Distribution Schedule will reflect the amount of the Distribution Check to be sent to each Class Member based upon (a) data provided by the Diamondback Entities pursuant to paragraph 3.3 above; (b) the assumption that no Class Member timely and properly submits a Request for Exclusion from the Settlement Class or is excluded from the Settlement Class by other order of the Court; and (c) the assumption that Plaintiff's Counsel's application for Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and Incentive Award will be approved. Plaintiff's Counsel may rely on the

data provided by the Diamondback Entities pursuant to paragraph 3.2 above for purposes of the Preliminary Distribution Schedule and are under no obligation to independently verify such data. Plaintiff's Counsel and Plaintiff will submit for approval by the Court the Preliminary Distribution Schedule based on the provisions of this section as part of or in conjunction with the Final Fairness Hearing.

6.4. Within sixty (60) days after the Effective Date, Plaintiff's Counsel and Plaintiff will file and seek the Court's approval of the Final Distribution Schedule. Plaintiff will prepare the Final Distribution Schedule that (a) eliminates the approved Requests for Exclusion, (b) includes those remaining owners identified on the Preliminary Distribution Schedule, and (c) adjusts the distribution to account for Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and Incentive Award. The Final Distribution Schedule will indicate the proportionate amount of the Net Settlement Amount to be paid to each Class Member pursuant to the Allocation Methodology.

6.5. Within seven (7) days after the Effective Date, the Settlement Administrator will (a) refund to the Diamondback Entities the gross amount identified in the Preliminary Distribution for Class Members who timely and properly submitted a Request for Exclusion or who were otherwise excluded from the Settlement Class by order of the Court, and (b) provide the Diamondback Entities with the detail necessary to verify the Settlement Administrator's calculation of the refund amount.

6.6. The Settlement Administrator shall administer the Settlement and distribute the Net Settlement Amount under Plaintiff's Counsel's supervision in accordance with this Settlement Agreement and subject to the jurisdiction of the Court. Plaintiff, the Diamondback Entities, and

their respective Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms. The Net Settlement Amount shall be distributed to Class Members, except those who have timely and properly submitted a Request for Exclusion or are otherwise excluded from the Settlement Class, according to the Final Distribution Schedule, as determined by Plaintiff's Counsel, or according to such other Plan of Allocation and orders authorizing distribution of the Net Settlement Amount as the Court approves. Further, to the extent the Diamondback Entities have not provided the taxpayer identification number for a Class Member, the Settlement Administrator shall make reasonable efforts to obtain the Class Member's tax identification number, including making reasonable inquiry and sending a form W-9 Request for Taxpayer Identification Number and Certification to the best reasonably obtainable address of the Class Member.

6.7. The Gross Settlement Amount shall not be distributed without Court approval. However, the Diamondback Entities agree that up to \$250,000.00 of the Gross Settlement Amount may be used for Administration, Notice, and Distribution Costs, so long as the Court grants the Preliminary Approval Order. If the Court does not grant the Preliminary Approval Order, the entirety of the Gross Settlement Amount shall be returned to Diamondback E&P, LLC within twenty (20) days of the Court's denial of approval at Diamondback E&P, LLC's election. In the event the Settlement is not finally approved by the Court in substantially similar form as that jointly proposed by the Parties or the Judgment does not become Final and Non-Appealable, the Gross Settlement Amount shall be returned to Diamondback E&P, LLC within twenty (20) days of the occurrence of such non-approval at Diamondback E&P, LLC's election, less up to \$250,000.00 in

reasonably incurred Administration, Notice, and Distribution Costs incurred prior to such date, and Plaintiff agrees to provide reasonable support for such costs if requested.

6.8. After Court approval of the Final Distribution Schedule and entry of an order authorizing distribution of the Net Settlement Amount, the Settlement Administrator will make prompt distribution of funds to those ordered by the Court to receive those funds. The Settlement Administrator will only make distributions based on the Final Distribution Schedule and order authorizing distribution of the Net Settlement Amount approved by the Court. It is contemplated that distributions may be made in waves, where using that approach is more efficient for the Settlement Administrator, so that payments to readily identified owners are not unduly delayed. The Settlement Administrator will make a diligent effort to mail the first Distribution Checks within ninety (90) days after the entry of the order authorizing distribution of the Net Settlement Amount. The Settlement Administrator will make a diligent effort to distribute the remainder of the Net Settlement Amount to Class Members who have not timely and properly submitted a Request for Exclusion and who are not excluded from the Settlement Class within six (6) months after the order authorizing distribution of the Net Settlement Amount, but in no event shall the Settlement Administrator require more than twelve (12) months after the first distribution is made to distribute the remainder of the Net Settlement Amount, unless otherwise ordered by the Court for good cause shown as to why final distribution could not occur within the timeframe contemplated by this Settlement Agreement. Any portion of the Net Settlement Amount remaining in the Escrow Account after the void date for each Distribution Check, and after all administration efforts are concluded, will be considered Residual Unclaimed Amounts.

6.9. The Settlement Administrator will use commercially reasonable efforts, subject to review and approval by Plaintiff's Counsel, to distribute the Net Settlement Amount. The Diamondback Entities will provide reasonably accessible information in their possession to assist in locating Class Members who have not timely and properly submitted a Request for Exclusion and who are not excluded from the Settlement Class by Order of the Court. If the information needed to send a Distribution Check cannot be obtained through such efforts, the portion of the Net Settlement Amount attributable to such Class Member will be considered Residual Unclaimed Amounts.

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

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

Class Member: The enclosed check represents a share of the settlement fund in the settlement of the class action *Cook Children's Health Foundation a/k/a W.I. Cook Foundation, Inc., et al. v. Diamondback E&P LLC*, Case No. 15:21-cv-00359-D, United States District Court for the Western District of Oklahoma. You are receiving this distribution and check because you have been identified as a Class Member in this action. If you are not legally entitled to the proceeds identified on

the check, the Court has entered an Order that requires you to pay these proceeds to persons legally entitled thereto or return this check uncashed to the sender.

The person to whom this check was originally made payable, and anyone to whom the check has been assigned by that person, has accepted this payment pursuant to the terms of the Settlement Agreement, Notice of Settlement, and Judgment related thereto, which releases, inter alia, Diamondback and the other Released Parties (as defined in the Settlement Agreement) from any and all Released Claims (as defined in the Settlement Agreement). Pursuant to the Order of the Court, it is the duty of the payee of the check to ensure that the funds are paid to the Class Member(s) entitled to the funds, and the release by Class Member(s) entitled to the funds shall be effective regardless of whether such Class Member(s) receive some, all, or none of the proceeds paid to a payee of a settlement check.

This check shall be null and void if not endorsed and negotiated by the earlier of (a) the "Void Date" shown on the Distribution Check, or (b) ninety (90) days from the date of issue. The release of claims provided in the settlement shall be effective regardless of whether this check is cashed.

6.12. The Diamondback Entities, the Diamondback Entities' Counsel, the Settlement Administrator, Plaintiff, and Plaintiff's Counsel shall have no liability to any Class Member for mispayments, overpayments, or underpayments of the Net Settlement Amount. If any Class Member has been paid any portion of the Net Settlement Amount for any period of time for which that Class Member was not entitled to receive that payment, and some other person or entity who owned or claims they owned the right to assert the Released Claims and asserts a claim against any of the Released Parties for payment of all or a portion of the Net Settlement Amount, then the Class Member who received an excess share shall be liable for any overpayment amount to the person who is determined to have been properly owed that amount, and that Class Member shall indemnify, defend, and hold harmless any of the Released Parties, Plaintiff's Counsel, the Diamondback Entities' Counsel, and any other Class Member.

6.13. Upon completing all distributions of the Net Settlement Amount (including any necessary supplemental distributions), complying with the Court's order(s) in furtherance of this

Settlement, and distributing the Residual Unclaimed Amounts *cy pres* pursuant to the Court's order(s), the Settlement Administrator will have satisfied all its obligations.

6.14. To the extent not specifically addressed above, any other amount of the Net Settlement Amount that remain in the Escrow Account one calendar year after the Settlement Administrator sends the final wave of Distribution Checks and for which further distribution is not economically reasonable, shall be considered Residual Unclaimed Amounts and shall be distributed *cy pres* pursuant to the Court's order(s).

6.15. The Settlement Administrator shall provide notice to Plaintiff's Counsel and Diamondback's Counsel of its sending of the final wave of Distribution Checks within ten (10) calendar days of said sending of Distribution Checks. Within ten (10) days after the twelve (12) month period described in paragraph 6.8, the Settlement Administrator shall additionally send a reconciliation of the Residual Unclaimed Amounts to Plaintiff's and Diamondback's Counsel. The reconciliation must include (a) a detail of each distribution made; (b) the detail of any interest or other returns earned; (c) the total Residual Unclaimed Amounts and detail sufficient to verify that total; (d) detail showing the total amount of the Administration, Notice, and Distribution Costs paid; and (e) the void date for any checks that remain outstanding at the time the reconciliation is sent.

6.16. Residual Unclaimed Amounts shall, after completion of all distribution efforts by the Settlement Administrator and upon approval by the Court shall be distributed by the Settlement Administrator as *cy pres* to an entity or entities mutually agreed upon by the Parties and shall not be returned to the Diamondback Entities.

6.17. The Court shall retain exclusive and continuing jurisdiction to determine any issues relating to the payment and distribution of the Net Settlement Amount, and any claims relating thereto shall be determined by the Court alone, and shall be limited to a determination of the claimant's entitlement to any portion of the Net Settlement Amount, and no consequential, punitive, or other damages; fees; interest; or costs shall be awarded in any proceeding regarding any such determination, subject to paragraph 11.8.

6.18. The release, dismissal, and covenant not to sue, identified in paragraphs 4.1, 4.2, and 4.3 above, shall be effective as provided in this Settlement Agreement, regardless of whether or not a Class Member did or did not receive payment from the Net Settlement Amount and regardless of whether or not any Class Member who was obligated pursuant to the Judgment to pay some or all of the distributed funds to another Class Member in fact made such payment to such other Class Member. The failure of a Class Member to receive a payment from the Net Settlement Amount or the failure of a Class Member to make payment to another Class Member pursuant to the payment obligations of the Judgment shall not be a defense to enforcement of the Release of the Released Claims against the Released Parties or the Covenant Not to Sue, as to any Class Member.

6.19. Plaintiff's Counsel, Plaintiff, the Settlement Class, the Diamondback Entities' Counsel, and the Diamondback Entities shall have no liability for loss of any portion of any funds under any circumstances.

7. Plaintiff's Attorneys' Fees, Incentive Award, and Litigation Expenses

7.1. No later than twenty-eight (28) calendar days prior to the Final Fairness Hearing, Plaintiff's Counsel may apply to the Court for an award of Plaintiff's Attorneys' Fees, an Incentive

Award to Plaintiff, and for reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs. The Diamondback Entities have no obligation for Plaintiff's Attorneys' Fees, an Incentive Award, or Litigation Expenses and Administration, Notice, and Distribution Costs, which shall be paid from the Gross Settlement Amount, except as set forth in paragraph 6.7 above. The Diamondback Entities shall take no position with respect to the applications; the amount of Plaintiff's Attorneys' Fees, Incentive Award, or Litigation Expenses and Administration, Notice, and Distribution Costs sought; or with respect to whether the Court should make any or all such awards. The Diamondback Entities specifically agree not to contest an application for Plaintiff's Attorneys' Fees up to and including 40% of the Gross Settlement Amount. Any award of Plaintiff's Attorneys' Fees will be governed by federal common law as set forth in paragraph 11.7. Plaintiff and Plaintiff's Counsel agree to seek any award of Plaintiff's Attorneys' Fees, an Incentive Award to Plaintiff, and Litigation Expenses and Administration, Notice, and Distribution Costs exclusively from the Gross Settlement Amount. The Released Parties shall have no responsibility for and shall take no position with respect to Plaintiff's Attorneys' Fees, Litigation Expenses or Administration, Notice, and Distribution Costs, or a Case Contribution Award, nor will they encourage or communicate with any anyone to object thereto.

7.2. Subject to the conditions and qualifications set forth below, any Plaintiff's Attorneys' Fees and reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs that are awarded to Plaintiff's Counsel by the Court shall be paid to Plaintiff's Counsel from the Gross Settlement Amount, to the extent practicable through reasonably diligent efforts by the Escrow Agent, one (1) business day following the date the Judgment becomes Final

and Non-Appealable. The terms of this provision may only be altered or amended by written agreement signed by the Diamondback Entities and Plaintiff's Counsel.

7.3. Any Incentive Award that is awarded by the Court shall be paid to Plaintiff from the Gross Settlement Amount, to the extent practicable through reasonably diligent efforts by the Escrow Agent, one (1) business day following the date the Judgment becomes Final and Non-Appealable.

7.4. An award of Plaintiff's Attorneys' Fees, an Incentive Award, or Litigation Expenses and Administration, Notice, and Distribution Costs is not a necessary term of this Settlement Agreement and is not a condition of this Settlement Agreement. No decision by the Court or any court on any application for an award of Plaintiff's Attorneys' Fees, an Incentive Award, or Litigation Expenses and Administration, Notice, and Distribution Costs shall affect the validity or finality of the Settlement. Plaintiff and Plaintiff's Counsel may not cancel or terminate the Settlement Agreement or the Settlement based on the Court's or any other court's ruling with respect to Plaintiff's Attorneys' Fees, an Incentive Award, or Litigation Expenses and Administration, Notice, and Distribution Costs.

8. Requests for Exclusion

8.1. Plaintiff shall not submit a Request for Exclusion and neither Plaintiff, Plaintiff's Counsel, the Diamondback Entities, the Diamondback Entities' Counsel, nor anyone acting on behalf of said persons or entities, shall encourage or communicate with anyone else regarding submission of a Request for Exclusion. Nevertheless, this Settlement Agreement does not prohibit Plaintiff's Counsel from counseling any Class Member as to his, her, or its legal rights under this Settlement Agreement or prohibit any Class Member who seeks such counsel from Plaintiff's

Counsel from electing to file a Request for Exclusion from the Settlement Class in accordance with the Court's Preliminary Approval Order.

8.2. Any Class Member who timely and properly submits a valid Request for Exclusion, as described in paragraphs 8.3 and 8.4 below, shall have no right to object to the Settlement in any way, including but not limited to, the fairness, reasonableness, and/or amount of any aspect of the Settlement, Notice of Settlement, Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, an Incentive Award, the Allocation Methodology, any Distribution Schedule using the Allocation Methodology, or any distribution of the Net Settlement Amount, or Residual Unclaimed Amounts.

8.3. All Requests for Exclusion must be served on Plaintiff's Counsel and the Settlement Administrator by United States Certified Mail, Return Receipt Requested, in compliance with any and all requirements imposed on Requests for Exclusion as contained in the Preliminary Approval Order and the Notice of Settlement, in the manner set by the Court at least twenty-one (21) calendar days prior to the Final Fairness Hearing, unless such deadline is changed or altered by order of the Court.

8.4. All Requests for Exclusion must include: (a) the Class Member's name, address, telephone number, and notarized signature; (b) a statement that the Class Member wishes to be excluded from the Settlement Class in *Cook Children's Health Foundation a/k/a W.I. Cook Foundation, Inc., et al. v. Diamondback E&P LLC*, and (c) a description of the Class Member's interest in any wells for which the Diamondback Entities remitted oil-and-gas proceeds, including the name, well number, county in which the well is located, and the owner identification number.

Requests for Exclusion may not be submitted through the website or by telephone, facsimile or e-mail.

8.5. Plaintiff's Counsel or the Settlement Administrator shall provide Diamondback's Counsel with weekly reports of the names of owners who have submitted Requests for Exclusion. Within seven (7) days after the Opt Out Deadline, Plaintiff shall submit to the Court a list of names of owners who have properly submitted Requests for Exclusion.

8.6. Within seven (7) days after the Effective Date, the Settlement Administrator shall distribute to the Diamondback Entities that portion of the Gross Settlement Amount identified on the Final Distribution Schedule attributable to those owners who have submitted Requests for Exclusion.

9. Termination

9.1. This Settlement Agreement is conditioned upon the non-occurrence of the following events and shall immediately terminate upon the occurrence of any of the following events:

(a) The Court denies entry of the Preliminary Approval Order substantially in the form attached as Exhibit 7;

(b) The Court refuses to approve this Settlement Agreement;

(c) The Court denies entry of an Order and Judgment finally approving this Settlement Agreement; or

(d) The Court modifies or reverses the Judgment and such modification or reversal becomes Final and Non-Appealable.

9.2. Any court decision, ruling, or order solely with respect to an application for Plaintiff's Attorneys' Fees, an Incentive Award, or Litigation Expenses and Administration, Notice, and Distribution Costs, or to the Allocation Methodology (or any Distribution Schedule using the Allocation Methodology), shall not be grounds for termination.

9.3. The Diamondback Entities shall have the right and option, in their sole discretion, to terminate this Settlement Agreement if Class Members who have claims which, in the aggregate, exceed twenty percent (20%) under the Preliminary Distribution Schedule elect to opt-out of this Settlement. For purposes of this paragraph 9.3, twenty percent (20%) shall be measured by (i) twenty percent (20%) of the total number of owners in the Settlement Class identified on the Preliminary Distribution Schedule; or (ii) twenty percent (20%) of the Gross Settlement Amount attributable to owners who properly submit a Request for Exclusion, as identified on the Preliminary Distribution Schedule. Within five (5) days after the opt-out period ends, the Settlement Administrator shall determine whether the aforesaid threshold for opt-outs has been met and will notify Plaintiff's Counsel and Diamondback's Counsel in writing regarding the results of that determination and simultaneously provide a list of the Class Members who have opted out. The Diamondback Entities must elect to terminate this Settlement Agreement by written notice delivered to Plaintiff's Counsel on or before the expiration of five (5) business days following the date on which the Settlement Administrator provided the above-referenced written notice of the threshold for opt-outs. If the Diamondback Entities do not exercise their right to terminate on or before the expiration of that five (5) business day period, the Diamondback Entities' right to terminate shall expire. If the Diamondback Entities timely and properly exercise their option to terminate this Settlement Agreement, this Settlement Agreement shall become null and void,

subject to the provisions of paragraph 9.4 below, and all orders of the Court preliminarily or otherwise certifying the Settlement Class shall be vacated and the Parties shall be returned to the status quo that existed in the Litigation before the Parties had preliminarily agreed to propose this Settlement (subject to appropriate extensions of deadlines to enable the Litigation to proceed).

9.4. If the Settlement Agreement terminates under paragraphs 9.1 or 9.3 hereof:

(a) the Effective Date shall not occur;

(b) Plaintiff and the Diamondback Entities shall be restored to their respective positions prior to the Settlement;

(c) the terms and provisions of this Settlement Agreement shall have no further force and effect with respect to Plaintiff, the Diamondback Entities, or any Class Member and shall not be used in the Litigation for any purpose, including but not limited to, whether the case should be certified as a class action pursuant to Fed. R. Civ. P. 23, or in any other proceeding;

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

(e) the Gross Settlement Fund will be returned to Diamondback E&P, LLC within twenty (20) calendar days, less up to \$250,000.00 in reasonably incurred Administration, Notice, and Distribution Costs incurred prior to such date (as described in paragraph 6.7 above), and Plaintiff's Counsel and the Settlement Administrator agree to provide reasonable support for such costs if requested; and

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

10. Objections

10.1. The Notice of Settlement shall require that any objection to the Settlement, this Settlement Agreement, or to the application for Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, and/or Incentive Award be in writing and comply with all the requirements set forth herein and by the Court in the Preliminary Approval Order and Notice of Settlement.

10.2. If the Court determines that the Settlement, including the Allocation Methodology, the Distribution Schedule, and the awards of Plaintiff's Attorneys' Fees, Incentive Award, and Litigation Expenses and Administration, Notice, and Distribution Costs are fair, adequate and reasonable to the Settlement Class, Plaintiff and Class Counsel shall represent the Settlement Class as a whole in all future proceedings in district court or on appeal, even if Class Members have objected to the Settlement and those objectors are severed for purposes of appeal, consistent with paragraph 10.3.

10.3. The Parties entered into the Settlement to provide certainty and finality to an ongoing dispute. Any Class Member wishing to remain a Class Member, but objecting to any part of the Settlement, can do so only as set forth herein and in the Notice of Settlement in substantially the same form as Exhibit 4, attached hereto. If, after hearing the objection(s), the Court determines that the Settlement, including but not limited to, the Allocation Methodology, the Distribution Schedule, and the awards of Plaintiff's Attorneys' Fees, any Incentive Award, and reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, is fair, adequate, and

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

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

10.5. Only a person or entity who remains a member of the Settlement Class shall have the right to object to the Settlement, the Settlement Agreement, or the application for Plaintiff's Attorneys' Fees, Litigation Expenses and Administration, Notice, and Distribution Costs, and Incentive Award. In order for an objection to be valid, the written objection must be (a) filed with

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

- i. A heading referring to *Cook Children's Health Foundation a/k/a W.I. Cook Foundation, Inc., et al. v. Diamondback E&P LLC*, Case No. 5:21-cv-00359-D and to the United States District Court for the Western District of Oklahoma;
- ii. A statement as to whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and telephone number;
- iii. A detailed statement of the specific legal and factual basis for each and every objection;
- iv. A list of any witnesses the objector wishes to call at the Settlement Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court);
- v. A list of and copies of any exhibits the objector may seek to use at the Final Fairness Hearing;
- vi. A list of any legal authority the objector may present at the Final Fairness Hearing;
- vii. The objector's name, current address, current telephone number, and all owner identification numbers with the Diamondback Entities;
- viii. The objector's signature executed before a Notary Public or other officer authorized by law to administer oaths in the jurisdiction where the objector executes the signature;
- ix. Identification of the objector's interest in wells for which the objector has received payments made by or on behalf of the Diamondback Entities (by well name, well number, payee name, payee number, and county in which the well is located) during the Claim Period and identification of such payments by date of payment, date of production, and amount; and
- x. If the objector is objecting to any portion of the Plaintiff's Attorneys' Fees, Litigation Expenses or Administration, Notice, and Distribution Costs, or Incentive

Award sought by Plaintiff or Plaintiff's Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is not.

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

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

11. Other Terms and Conditions

11.1. The Diamondback Entities expressly deny all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation and deny that the Litigation could have been properly maintained as a class action. It is expressly agreed that neither this Settlement, the Settlement Agreement, any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, evidence against the Diamondback Entities

of or an admission or concession by the Diamondback Entities of any fault, wrongdoing or liability whatsoever with respect to the claims and allegations in the Litigation, or class certifiability. There has been no determination by any court, administrative agency or other tribunal regarding the claims and allegations made in this Litigation. By agreeing to settle the claims of the Settlement Class in the Litigation, the Diamondback Entities do not admit that the Litigation could have been properly maintained as a contested class action and the Settlement Class does not admit any deficiency in the merits of its claims. The Diamondback Entities assert they have valid defenses to Plaintiff's and the Class Member's claims and are entering into the Settlement solely to compromise the disputed claims and avoid the risk and expense of continued litigation.

11.2. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related thereto, and the Settlement Agreement itself, are not, and shall not be construed as, or deemed to be evidence of, an admission or concession by any of the Parties to the Settlement Agreement and shall not be offered or received in evidence in any action or proceeding 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 the Diamondback Entities and any Class Member(s), the provisions of the Settlement Agreement, or the Judgment, or to seek an Order barring or precluding the assertion of Released Claims in any proceeding. Further, Plaintiff and the Diamondback Entities agree that any judgment approving this Settlement Agreement shall not give rise to any collateral estoppel effect as to the certifiability of any class in any other proceeding.

11.3. Plaintiff and the Diamondback Entities shall use reasonable, good faith efforts to encourage and obtain approval of the Settlement. Plaintiff and the Diamondback Entities also

agree to use reasonable, good faith efforts to promptly prepare and execute all documentation as may be reasonably required to obtain final approval by the Court of this Settlement and to carry out the terms of this Settlement Agreement.

11.4. Except as otherwise provided herein or by a writing signed by all the signatories hereto, the Settlement Agreement shall constitute the entire agreement among Plaintiff and the Diamondback Entities related to the Settlement of the Litigation, and no representations, warranties, or inducements have been made to any Party concerning the Settlement other than the representations, warranties, and covenants contained and memorialized in the Settlement Agreement. Further, none of the Parties have relied upon any representations, warranties, or covenants made by any other Party other than those expressly contained and memorialized in the Settlement Agreement. This Settlement Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all signatories hereto or their successors-in-interest.

11.5. This Settlement Agreement may be executed in one or more counterparts, including by e-mailed signatures, which shall have the same force and effect as original signatures. All executed counterparts taken together shall be deemed to be one and the same instrument. Counsel for the Parties shall exchange among themselves signed counterparts of this Settlement Agreement and the Parties will file a complete copy of the Settlement Agreement that has been executed by all Parties with the Court.

11.6. Plaintiff and the Diamondback Entities and their respective Counsel have mutually contributed to the preparation of the Settlement Agreement. Accordingly, no provision of the Settlement Agreement shall be construed against any Party on the grounds that one of the parties

or its counsel drafted the provision. Plaintiff and the Diamondback Entities are each represented by competent counsel who have advised their respective clients as to the legal effects of this Settlement, and neither Plaintiff nor the Diamondback Entities have received or relied upon advice from opposing counsel. Except as otherwise provided herein, each Party shall bear its own costs in connection with the Settlement and preparation of the Settlement Agreement.

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

11.8. The Parties unequivocally submit to the jurisdiction of the United States District Court for the Western District of Oklahoma and associated appellate court or courts with jurisdiction to review actions of the Court. Should it be determined that the United States District Court for the Western District of Oklahoma is not a court of competent jurisdiction, the Parties agree to seek approval of this Settlement Agreement from, and further agree to the administration and enforcement of this Settlement Agreement in, any court of competent jurisdiction.

11.9. The provisions of this Settlement Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability, except that the provisions of this Settlement Agreement cannot be severed, rendering any portion of this Settlement Agreement unenforceable shall render the entire Settlement Agreement to be unenforceable.

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

11.11. Plaintiff and the Diamondback Entities intend this Settlement to be a final and complete resolution of all disputes asserted or that could be asserted with respect to the Released Claims. Accordingly, the Diamondback Entities agree not to file a claim against Plaintiff or Plaintiff's Counsel based upon an assertion that the Litigation was brought by Plaintiff or Plaintiff's Counsel in bad faith or without a reasonable basis. Similarly, Plaintiff agrees not to file a claim against the Diamondback Entities or the Diamondback Entities' Counsel based upon an assertion that the Litigation was defended by the Diamondback Entities or the Diamondback Entities' Counsel in bad faith or without a reasonable basis. Plaintiff and the Diamondback Entities agree that the Gross Settlement Amount and the other terms of this Settlement were negotiated at arm's length and in good faith, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel. Neither Plaintiff nor the Diamondback Entities shall assert any claims that the other violated the Oklahoma or Federal Rules of Civil Procedure or any other law or rule governing litigation conduct in the maintenance or defense of the Litigation.

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

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

11.14. To the extent non-material modifications of this Settlement Agreement are necessary, such modification may be made by written agreement among Plaintiff and the Diamondback Entities after the Execution Date without further notice to the Settlement Class as provided herein. This Settlement Agreement and attached exhibits represent the entire, fully integrated agreement between the Parties with respect to the Settlement of the Litigation and may not be contradicted by evidence of prior or contemporaneous oral or written agreements between the Parties. This Settlement Agreement cancels and supersedes any and all prior agreements, understandings, representations, and negotiations concerning this Settlement. No additional obligations or understandings shall be inferred or implied from any of the terms of this Settlement Agreement, as all obligations, agreements, and understandings with respect to the subject matter hereof are solely and expressly set forth herein. It is understood and agreed that the Parties rely wholly on their own respective judgment, belief and knowledge of the facts relating to the making of this Settlement, which is made without reliance upon any statement, promise, inducement, or consideration not recited herein.

11.15. All counsel and any other persons executing this Settlement Agreement and any of the exhibits hereto or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms. Plaintiff and each member of the Settlement Class is deemed to represent and warrant that he, she, or it holds the Released Claims being released in the Settlement and that he, she, or it has full authority to release the Released Claims. Diamondback E & P LLC executes this Settlement Agreement, and

has the authority to execute this Settlement Agreement, on behalf of itself and the Diamondback Entities.

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

11.17. If any Party is required to give notice to the other Party under this Settlement Agreement, such notice shall be in writing and shall be deemed to have been duly given upon receipt by hand delivery, facsimile transmission, or electronic mail to the individuals named in the signature blocks below.

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

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

11.20. The Parties agree that for purposes of this Settlement Agreement, the Agreed Protective Order [Dkt. #15] continues to apply to this Litigation. Documents previously produced subject to that Protective Order remain subject to its terms, and any additional documents or information provided by the Diamondback Entities in connection with this Settlement Agreement

may be designated as Confidential according to the terms of that Protective Order. The Parties will treat all such information as Confidential under the terms of that Protective Order.


IN WITNESS WHEREOF, the Parties and Counsel have executed this Settlement Agreement this 16th day of November, 2023, effective as of the Effective Date.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

*Signature Page for Settlement Agreement between Cook Children's Health Foundation
a/k/a W.I. Cook Foundation, Inc., on behalf of itself and a class of
similarly situated royalty owners, and Diamondback E&P LLC.*

**Cook Children's Health Foundation
a/k/a W.I. Cook Foundation, Inc.**

Diamondback E&P LLC


BRC _____

By: _____
Title: _____

By: Travis D. Stice
Title: Chief Executive Officer

APPROVED:

Counsel for Plaintiff and the Class

Counsel for Diamondback E&P LLC



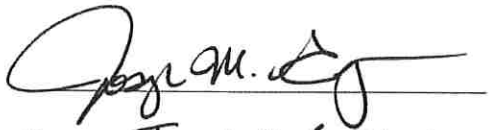
By: Scott A. Goodger
Sharp Law, LLP

By: Christopher A. Chrisman
Holland & Hart LLP

*Signature Page for Settlement Agreement between Cook Children's Health Foundation
a/k/a W.I. Cook Foundation, Inc., on behalf of itself and a class of
similarly situated royalty owners, and Diamondback E&P LLC.*

**Cook Children's Health Foundation
a/k/a W.I. Cook Foundation, Inc.**

Diamondback E&P LLC



By: Joseph M. Gallager
Title: Sr VP, CLO

By: Travis D. Stice
Title: Chief Executive Officer

APPROVED:

Counsel for Plaintiff and the Class

Counsel for Diamondback E&P LLC



By: Scott B. Goodger
Sharp Law, LLP

By: Christopher A. Chrisman
Holland & Hart LLP

EXHIBIT 1
CLASS WELL LIST

	Venture	Well Name		Venture	Well Name
1	100003	SMITH SN 48-37-36 03 503LS	39	100104	BURNS GEORGE 1
2	100004	SMITH SN 48-37-36 03 103WA	40	100105	DYER 1
3	100011	SMITH SN 48-37-36 04 104WA	41	100106	ALLAR 15 1
4	100022	MAYO SN 48-37 06 506LS	42	100107	ALLAR 15 2
5	100026	KATHRYN IDA UNIT WEST 603H	43	100109	SHEPARD BONNIE 1
6	100027	KATHRYN IDA A 504H	44	100114	DAVIS 1
7	100028	KATHRYN IDA UNIT 805H	45	100115	STOKES 1
8	100029	KATHRYN IDA UNIT 104H	46	100116	ALLAR 25 1
9	100030	KATHRYN IDA UNIT 505H	47	100117	ALLAR 25 2
10	100031	KATHRYN IDA UNIT 804H	48	100120	(SOLD) HEREDIA 46 A 1
11	100033	KATHRYN IDA UNIT 205H	49	100123	PRUETT 23 1H
12	100034	KATHRYN IDA A 204H	50	100124	GREER-MCGINLEY 1H
13	100035	KATHRYN IDA UNIT 606H	51	100125	DANIEL 7 1
14	100036	KATHRYN IDA UNIT 605H	52	100127	CADENHEAD J. W. 1
15	100037	ALLDALE SN 206WB	53	100128	GREER-MCGINLEY 2H
16	100038	UNFORGIVEN 34 113-114 A 605H	54	100131	THOMASON D 2
17	100039	UNFORGIVEN 34 113-114 B 706H	55	100133	THOMASON D 3
18	100040	UNFORGIVEN 34 113-114 C 606H	56	100134	THOMASON D 4
19	100041	VOLUNTEER STATE 54 36 605H	57	100135	THOMASON D 5
20	100042	VOLUNTEER STATE 54 36 654H	58	100136	THOMASON D 6
21	100047	ENFORCER 34 113-112 C 606H	59	100137	THOMASON D 7
22	100048	ENFORCER 34 113-112 A 605H	60	100138	THOMASON D 8
23	100049	ENFORCER 34 113-112 B 406H	61	100139	JURECEK B 1
24	100050	LONGFELLOW UNIT 3-13 603H	62	100140	JURECEK D 1L
25	100051	LONGFELLOW UNIT 3-13 604H	63	100141	JURECEK -C- 3
26	100052	LONGFELLOW UNIT 3-13 703H	64	100142	JURECEK -D- 3
27	100053	SEM WEST 14-23 C 1102WA	65	100143	(PA) ENSERCH FRYSAK 1
28	100055	SEM WEST 14-23 B 102WA	66	100144	ENSERCH-FRYSAK 2
29	100056	SEM WEST 14-23 B 202WB	67	100145	ENSERCH-FRYSAK 4
30	100057	SEM WEST 14-23 A 201WB	68	100146	ENSERCH-FRYSAK 3
31	100058	SEM WEST 14-23 A 101WA	69	100147	SADLER DORIS 16 2
32	100059	(SOLD) CRAIG SN 29-20 E 105WA	70	100148	EPO 1 DANIEL UNIT 1
33	100060	(SOLD) CRAIG SN 29-20 C 103WA	71	100149	DANIEL UNIT 3 1
34	100061	(SOLD) CRAIG SN 29-20 B 102WA	72	100150	JURECEK -C- 1
35	100063	(SOLD) CRAIG SN 29-20 D 104WA	73	100151	JURECEK A 1
36	100101	PRUETT 20 4H	74	100207	HALE 129
37	100102	PRUETT 20 2	75	100208	DAVIS A 1
38	100103	SADLER DORIS -16- 1	76	100209	8210 JV-P VERMEJO 1

	Venture	Well Name		Venture	Well Name
77	100211	WHITE 19	119	100300	YATER MILT 7
78	100212	(SOLD) DAVENPORT B 1	120	100302	(PA) OLDHAM IDA MAE E 1
79	100213	WILBANKS 16 1	121	100304	OLDHAM IDA MAE -D- 1
80	100215	PERRY 18	122	100306	(SOLD) UNIVERSITY 19 14 B 1
81	100216	JEFFCOAT 123	123	100310	FLANAGAN 1
82	100217	DYER 1019	124	100311	ACKERLY BARBER 19 1
83	100218	BARBER 119	125	100312	ACKERLY BROWN 9 1
84	100219	SHEPARD BONNIE 119	126	100313	ACKERLY BOND A 23 01
85	100223	BOND 123 AKA 1-23	127	100315	ACKERLY STOKES 21 1
86	100224	(PA) BROWN 109 AKA 1-9	128	100318	ACKERLY DAVENPORT 11 1
87	100226	LANGHAM 124	129	100319	ACKERLY DYER 19 1
88	100227	NICHOLS 119	130	100320	(PA) FLANAGAN ANNIE 2
89	100228	DAVIS A 120	131	100322	AGGIE UNIT 75-67-66 601H
90	100229	DAVIS 120	132	100323	ACKERLY HALE 29 1
91	100230	SNELL 115	133	100324	ACKERLY JEFFCOAT 23 1
92	100232	BOND 123A AKA A 1-23	134	100325	ACKERLY NICHOLS 19 1
93	100233	BOND 223A	135	100326	ALAMEDA STATE UNIT 54-8-1 601H
94	100235	JEFFCOAT 223A	136	100327	(PA) ST S 501
95	100236	(PA) HALE 229 AKA 2-29	137	100328	ALAMEDA STATE UNIT 54-8-1 604H
96	100237	PARKER FARMS 25 1	138	100329	ALAMEDA STATE UNIT 54-8-1 602H
97	100238	PARKER FARMS 25 2	139	100330	ALAMEDA STATE UNIT 54-8-1 603H
98	100239	GRANTHAM B 1	140	100331	ALAMEDA STATE UNIT 54-8-1 605H
99	100240	LANGHAM B 1	141	100332	ALAMEDA STATE UNIT 54-8-1 606H
100	100241	GRANTHAM C 1	142	100333	ACKERLY LANGHAM 24 1
101	100242	GRANTHAM 46 1	143	100334	ALLAR 15 3
102	100243	LANGHAM C 1	144	100335	ALLAR 15 4
103	100253	STOKES 221	145	100339	ALLAR -37A- 1
104	100259	ST W 4311	146	100340	(SOLD) ANACONDA 53-24 1H
105	100260	(PA) FLANAGAN ANNIE 1	147	100341	(SOLD) ANACONDA 53-24 2H
106	100261	ST W 4301	148	100346	(SOLD) ANGELINA SN 33-28 01 101H
107	100262	ST W 702	149	100348	(SOLD) ANGELINA SN 33-28 02 102H
108	100263	ST W 7013	150	100349	(SOLD) ANGELINA SN 33-28 03 103H
109	100267	(SOLD) JONES BROS 1	151	100350	(SOLD) ANGELINA SN 33-28 04 104H
110	100268	WILBANKS 14 1	152	100351	(SOLD) ANGELINA SN 33-28 07 107H
111	100269	PARKER FARMS 25 3	153	100352	(SOLD) ANGELINA SN 33-28 08 108H
112	100270	PARKER FARMS 25 4	154	100353	(SOLD) ANGELINA SN 33-28 01 201H
113	100271	(SOLD) HEREDIA 46 B 1	155	100354	(SOLD) ANGELINA SN 33-28 07 207H
114	100272	GRANTHAM 46 2	156	100355	(SOLD) ANGELINA SN 33-28 08 208H
115	100296	(PA) YATER MILT 3	157	100356	(SOLD) SABINE A SN 35-26 01 101H
116	100297	YATER MILT 4	158	100358	(SOLD) SABINE A SN 35-26 02 102H
117	100298	YATER MILT 5	159	100359	(SOLD) SABINE A SN 35-26 03 103H
118	100299	YATER MILT 6	160	100360	(SOLD) SABINE A SN 35-26 04 104H

	Venture	Well Name		Venture	Well Name
161	100361	(SOLD) SABINE A SN 35-26 01 201H	203	100417	(SOLD) BRAZOS SN 17-8 04 104H
162	100362	(SOLD) SABINE A SN 35-26 02 202H	204	100418	(SOLD) BRAZOS SN 17-8 05 105H
163	100363	(SOLD) SABINE A SN 35-26 03 203H	205	100419	(SOLD) BRAZOS SN 17-8 06 106H
164	100364	(SOLD) SABINE A SN 35-26 04 204H	206	100420	(SOLD) BRAZOS SN 17-8 07 107H
165	100368	(SOLD) BARBEE 2	207	100421	(SOLD) BRAZOS SN 17-8 08 108H
166	100369	(SOLD) BARBEE A 1	208	100422	(SOLD) BRAZOS SN 17-8 01 201H
167	100370	BEATRIZ 102	209	100423	(SOLD) BRAZOS SN 17-8 02 202H
168	100373	BENTON 3-12 1H	210	100424	(SOLD) BRAZOS SN 17-8 03 203H
169	100374	BENTON 3-12 2	211	100425	(SOLD) BRAZOS SN 17-8 04 204H
170	100375	BLACK MAMBA 1-57 1H	212	100426	(SOLD) BRAZOS SN 17-8 05 205H
171	100376	BLACK MAMBA 1-57 2H	213	100427	(SOLD) BRAZOS SN 17-8 06 206H
172	100377	BLACK MAMBA 1-57 3H	214	100428	(SOLD) BRAZOS SN 17-8 07 207H
173	100378	BLACK MAMBA 1-57 4H	215	100429	(SOLD) BRAZOS SN 17-8 04 304H
174	100379	(SOLD) BLANCO 29 1	216	100431	CALVERLEY -B- 1
175	100380	(SOLD) BLANCO 29 2	217	100432	(SOLD) CANADIAN 1
176	100381	(SOLD) BLANCO -29A- 1	218	100433	(SOLD) CANADIAN 2
177	100382	(SOLD) BLANCO -29A- 2	219	100434	(SOLD) CANADIAN 3
178	100383	(SOLD) BLANCO -29A- 3	220	100435	(SOLD) CANADIAN 4
179	100384	(SOLD) BLANCO -29B- 1	221	100436	(SOLD) CANADIAN 5
180	100385	(SOLD) BLANCO -29B- 2	222	100437	CASSIDY -A- 2
181	100386	(SOLD) BLANCO -29B- 3	223	100439	CADENHEAD 18 1
182	100388	(SOLD) BLANCO -29B- 4	224	100441	CADENHEAD 18 2
183	100394	BLACK MAMBA 1-57 5H	225	100442	CADENHEAD 18 3H
184	100395	(SOLD) BOOKS E.C. OIL UNIT 1	226	100443	CADENHEAD 18 4H
185	100397	(SOLD) BRAZOS 1	227	100444	CADENHEAD 25 1
186	100398	(SOLD) BRAZOS 2	228	100445	CADENHEAD 25 2H
187	100399	(SOLD) BRAZOS 3	229	100446	CHECKERS STATE UNIT 54-12-21 701H
188	100400	(SOLD) BRAZOS 4	230	100447	CHECKERS STATE UNIT 54-12-21 606H
189	100401	(SOLD) BRAZOS 5	231	100448	CHECKERS STATE UNIT 54-12-21 706H
190	100402	(SOLD) BRAZOS A 1	232	100470	(DNU) SEE 5001358100
191	100403	(SOLD) BRAZOS A 2	233	100471	(SOLD) COLORADO 101H
192	100404	(SOLD) BRAZOS B 1	234	100472	(SOLD) COLORADO 102H
193	100405	(SOLD) BULL SHARK 53-28 1H	235	100473	(SOLD) COLORADO 103H
194	100406	(SOLD) BULL SHARK 53-28 2H	236	100474	(SOLD) COLORADO 104H
195	100407	BUSHMASTER 1-58 1H	237	100475	(SOLD) COLORADO 105H
196	100408	BUSHMASTER 1-58 2H	238	100476	(SOLD) COLORADO 106H
197	100409	BUSHMASTER 1-58 3H	239	100477	(SOLD) COLORADO 107H
198	100410	BUSHMASTER 1-58 4H	240	100478	(SOLD) COLORADO 108H
199	100412	BUSH VIPER UNIT NW 1-56 1H	241	100479	(SOLD) COLORADO 201H
200	100413	BUSH VIPER UNIT SE 1-56 2H	242	100480	(SOLD) COLORADO 202H
201	100415	(SOLD) BRAZOS SN 17-8 01 101H	243	100481	(SOLD) COLORADO 203H
202	100416	(SOLD) BRAZOS SN 17-8 02 102H	244	100482	(SOLD) COLORADO 204H

	Venture	Well Name		Venture	Well Name
245	100483	(SOLD) COLORADO 205H	287	100572	(SOLD) CRAIG 8
246	100484	(SOLD) COLORADO 206H	288	100573	(SOLD) CRAIG 9
247	100485	(SOLD) COLORADO 207H	289	100574	CESSNA 54-14-19 601H
248	100486	(SOLD) COLORADO 208H	290	100575	DANIEL 10 1
249	100487	(SOLD) COLORADO 11	291	100576	DANIEL 10 2
250	100488	(SOLD) COLORADO 12	292	100577	DANIEL 10 3
251	100489	(SOLD) COLORADO 2	293	100578	DANIEL SN 10-3 02 202H
252	100490	(SOLD) COLORADO 3	294	100579	DANIEL SN 10-3 01 101H
253	100491	(SOLD) COLORADO 4	295	100580	DANIEL SN 10-3 303H
254	100492	(SOLD) COLORADO 5	296	100581	DANIEL 16 1
255	100493	(SOLD) COLORADO 6	297	100582	DANIEL 16 2
256	100494	(SOLD) COLORADO 7	298	100583	DANIEL 16 3
257	100495	(SOLD) COLORADO 8	299	100584	DANIEL UNIT 2 2
258	100496	(SOLD) COLORADO 9	300	100585	DANIEL UNIT 2 3
259	100497	COLT 34-103 1H	301	100586	DANIEL SN 21-16 01 101H
260	100498	COLT 34-103 2H	302	100587	DANIEL SN 21-16 02 102H
261	100499	COLT 34-103 3H	303	100588	DANIEL SN 21-16 03 103H
262	100500	COLT 34-103 4H	304	100589	DANIEL SN 21-16 04 104H
263	100502	COWPOKE STATE UNIT C19-15-13 701H	305	100590	DANIEL SN 21-16 01 201H
264	100503	(SOLD) COPPERHEAD 53-14 1	306	100591	DANIEL SN 21-16 02 202H
265	100504	(SOLD) COPPERHEAD 53-14 2	307	100592	DANIEL SN 21-16 03 203H
266	100505	(SOLD) COPPERHEAD 53-14 3H	308	100593	DANIEL SN 21-16 04 204H
267	100506	(SOLD) COPPERHEAD 53-14 4H	309	100594	DANIEL 21 A 1
268	100547	(PA) COLE RANCH 40 1	310	100595	DANIEL -21A- 2
269	100548	COLE RANCH 40 2	311	100596	DANIEL -21A- 3
270	100551	COLE RANCH 41 1	312	100597	DANIEL 22 1
271	100552	COLE RANCH 41 2	313	100598	DANIEL 22 2
272	100553	COLE RANCH 41 3	314	100600	DANIEL 22 3
273	100554	COLE RANCH 41 6	315	100601	DANIEL -22- 4
274	100556	COLE RANCH 44 2	316	100602	DANIEL -22- 5
275	100557	COLE RANCH 44 3	317	100603	DANIEL 22 6
276	100559	COLE RANCH 45 1	318	100604	DANIEL -22A- 1
277	100562	CRAWFORD -H- 1	319	100605	DANIEL -22A- 2
278	100563	CRAWFORD -H- 2	320	100606	DANIEL -22A- 3
279	100564	CRAWFORD -H- 3	321	100607	DANIEL 28 1
280	100565	(SOLD) CRAIG 11	322	100609	DANIEL UNIT 3 2
281	100566	(SOLD) CRAIG 2	323	100610	DANIEL 35 1
282	100567	(SOLD) CRAIG 3	324	100611	DANIEL UNIT 4 2
283	100568	(SOLD) CRAIG 4	325	100612	DANIEL UNIT 4 3
284	100569	(SOLD) CRAIG 5	326	100613	DANIEL 6 1
285	100570	(SOLD) CRAIG 6	327	100614	DANIEL 7 2
286	100571	(SOLD) (PA) CRAIG 7	328	100615	DANIEL 7 3

	Venture	Well Name		Venture	Well Name
329	100616	DANIEL SN 7-6 UNIT 101H	371	100664	DANIEL SN 15-10 A 101H
330	100618	DANIEL SN 7-6 UNIT 102H	372	100665	DANIEL SN 15-10 C 102H
331	100619	DANIEL SN 7-6 UNIT 204H	373	100666	DANIEL SN 15-10 D 202H
332	100620	DANIEL SN 7-6 UNIT 201H	374	100667	DANIEL SN 15-10 B 201H
333	100621	DANIEL SN 7-6 UNIT 504H	375	100668	DAVIDSON -A- 1
334	100622	DANIEL SN 7-6 UNIT 501H	376	100669	DAVIDSON -A- 2
335	100623	DANIEL SN 7-6 UNIT 502H	377	100682	DICKENSON 17 1
336	100625	DANIEL -7A- 1	378	100683	DICKENSON 17 11
337	100626	DANIEL -7A- 2	379	100684	DICKENSON -17- 12
338	100628	DANIEL 7 A 3	380	100685	DICKENSON 17 13
339	100629	DANIEL 11 1	381	100686	DICKENSON 17 14
340	100630	DANIEL 11 2	382	100687	DICKENSON 17 15
341	100631	DANIEL 11 3	383	100688	DICKENSON 17 16
342	100632	DANIEL 11 4	384	100689	DICKENSON 17 4
343	100633	DANIEL 14 1	385	100690	DICKENSON 17 5
344	100634	DANIEL 14 2	386	100692	DICKENSON 17 9
345	100635	DANIEL 14 3	387	100693	DICKENSON 20 2
346	100637	DANIEL 14 4	388	100694	DICKENSON 20 5
347	100638	DANIEL 16 4	389	100695	DICKENSON 20 6
348	100639	DANIEL 16 5	390	100696	(PA) DICKENSON 20 A 1M
349	100640	DANIEL 2 1	391	100697	DICKENSON 20-A 2
350	100641	DANIEL 2 2	392	100699	DICKENSON 20 A 3
351	100642	DANIEL 2 3	393	100700	DICKENSON 20 A 4
352	100643	DANIEL 2 4	394	100701	DICKENSON 20 A 5
353	100644	DANIEL 21 1	395	100702	(PA) DICKENSON 20-A 6
354	100645	DANIEL 21 2	396	100703	DICKENSON 20-A 7
355	100646	DANIEL 27 1	397	100704	DICKENSON SN 20-17 01 501H
356	100647	DANIEL -2A- 1	398	100705	DICKENSON SN 20-17 01 601H
357	100648	DANIEL -2A- 2	399	100706	(SOLD) DIMMIT 53 38 1H
358	100649	DANIEL -2A- 3	400	100707	(SOLD) DIMMIT 53 38 2H
359	100650	DANIEL -2A- 4	401	100708	(SOLD) DIMMIT 53-38 3H
360	100651	DANIEL 3 1	402	100709	(SOLD) DIMMIT 53-38 4H
361	100653	DANIEL 3 2	403	100710	DICKENSON SN 20-17 05 105H
362	100654	DANIEL 3 3	404	100711	DICKENSON SN 20-17 06 206H
363	100655	DANIEL 3 4	405	100712	DICKENSON A SN 20-17 01 101H
364	100656	DANIEL 3 6	406	100713	DICKENSON A SN 20-17 06 106H
365	100657	DANIEL -3A- 1	407	100714	DICKENSON A SN 20-17 01 201H
366	100658	DANIEL -3A- 2	408	100715	DICKENSON A SN 20-17 02 202H
367	100659	DANIEL -3A- 3	409	100716	DICKENSON A SN 20-17 03 203H
368	100660	DANIEL 21 3	410	100717	DICKENSON A SN 20-17 07 207H
369	100662	DANIEL 38 1	411	100718	DICKENSON A SN 20-17 02 502H
370	100663	DANIEL 38 2	412	100719	DICKENSON A SN 20-17 03 503H

	Venture	Well Name		Venture	Well Name
413	100720	DICKENSON A SN 20-17 04 504H	455	100812	(SOLD) FRIO NS 34-39 102H
414	100721	DICKENSON A SN 20-17 06 506H	456	100813	(SOLD) FRIO NS 34-39 03 103H
415	100722	DICKENSON A SN 20-17 07 507H	457	100814	(SOLD) FRIO 2
416	100723	DICKENSON A SN 20-17 02 602H	458	100815	(SOLD) FRIO NS 34-39 02 202H
417	100724	DICKENSON A SN 20-17 03 603H	459	100816	(SOLD) FRIO NS 34-39 03 203H
418	100725	DICKENSON A SN 20-17 04 604H	460	100817	(SOLD) FRIO 3
419	100726	DICKENSON A SN 20-17 06 606H	461	100818	(SOLD) FRIO 4
420	100727	DICKENSON A SN 20-17 07 607H	462	100819	(SOLD) FRIO NS 34-39 101H
421	100728	EPO 1 DANIEL UNIT 2	463	100820	(SOLD) FRIO NS 34-39 201H
422	100729	EPO 1 DANIEL UNIT 3	464	100821	(SOLD) FROST 1
423	100731	(SOLD) DUGGA BOY 53-40 2H	465	100822	(SOLD) FROST 2
424	100732	DUNIGAN STATE UNIT E 53-6-17 703HR	466	100823	(SOLD) FROST 3
425	100733	DUNIGAN STATE UNIT E 53-6-17 602H	467	100824	(SOLD) (PA) FROST 4
426	100734	DUNIGAN STATE UNIT E 53-6-17 603H	468	100825	(SOLD) FROST 5
427	100735	DUNIGAN STATE UNIT E 53-6-17 702H	469	100826	(SOLD) FROST 6
428	100737	DUNIGAN STATE UNIT W 53-6-17 701H	470	100827	(PA) FRYAR 37 1
429	100743	ENSERCH-FRYSAK 6	471	100828	(SOLD) FRYAR 37 2
430	100744	ENSERCH-FRYSAK 7	472	100829	(DNU) SEE 5001358200
431	100745	ENSERCH-FRYSAK 8	473	100830	(DNU) SEE 5001358300
432	100746	ENSERCH-FRYSAK 9	474	100831	FRYAR 9 1
433	100748	ELKIN G 1	475	100832	FRYAR 9 2
434	100749	ELKIN G 2	476	100833	FRYAR 9 3
435	100750	ELKIN G 3	477	100834	FRYAR 9 4
436	100751	ELKIN G 4	478	100835	FRYAR 9 5
437	100760	EL PASO STATE 1-54 1H	479	100836	FRYAR 9 6
438	100761	EL PASO STATE 1-54 2H	480	100837	FRYAR 9 7
439	100762	ENSERCH-FRYSAK UNIT 504H	481	100838	FRYAR 9 8
440	100763	ENSERCH-FRYSAK UNIT 704H	482	100840	GENERAL WALKER 39 1
441	100790	(SOLD) FASKEN BLOCK -EA- 1	483	100841	(SOLD) GRASSHOPPER 53-28 2H
442	100792	(SOLD) FASKEN BLOCK -EE- A/C #2 3	484	100842	(SOLD) GRASSHOPPER 53-28 1H
443	100793	(SOLD) FASKEN BLOCK -EE- A/C #2 5	485	100843	(SOLD) (PA) GLASS 1
444	100801	(SOLD) FLANAGAN ANNIE OIL MNG 2	486	100844	(SOLD) GLASS 10
445	100802	(SOLD) FOXTROT NS 30-31 1101H	487	100845	(SOLD) GLASS 11
446	100803	(SOLD) FOXTROT NS 30-31 01 101H	488	100846	(SOLD) GLASS 12
447	100804	(SOLD) FOXTROT NS 30-31 02 102H	489	100847	(SOLD) GLASS 13
448	100805	(SOLD) FOXTROT NS 30-31 01 201H	490	100848	(SOLD) GLASS 14
449	100806	(SOLD) FOXTROT NS 30-31 02 202H	491	100849	(SOLD) GLASS 15
450	100807	(SOLD) FOXTROT NS 30-31 05 405H	492	100850	(SOLD) (PA) GLASS 2
451	100808	(SOLD) FOXTROT 1	493	100852	(SOLD) GLASS 3
452	100809	(SOLD) FRIO -A- 1	494	100853	(SOLD) (PA) GLASS 4
453	100810	(SOLD) FRIO B 1	495	100854	(SOLD) (PA) GLASS 5
454	100811	(SOLD) FRIO 1	496	100855	(SOLD) (PA) GLASS 7

	Venture	Well Name		Venture	Well Name
497	100856	(SOLD) GLASS 8	539	100907	HECKER 21
498	100857	(SOLD) GLASS 9	540	100908	HECKER 22
499	100858	(SOLD) GLASS A 1	541	100909	ST S 505
500	100859	(SOLD) GLASS A 2	542	100910	HECKER 3
501	100860	(SOLD) GLASS A 3	543	100911	HECKER 4
502	100861	(SOLD) GLASS A 4	544	100912	HECKER 5
503	100862	(SOLD) GLASS A 5	545	100913	HECKER 6R
504	100863	(SOLD) GLASS A 6	546	100914	HECKER 7
505	100871	GREER-MCGINLEY 3H	547	100915	HECKER 8
506	100872	GREER-MCGINLEY 4H	548	100916	HECKER 9
507	100873	GRANTHAM 46 3	549	100917	HOGNOSE 1-67 1H
508	100876	GASKINS SN 6-43 03 803H	550	100918	ST S 504
509	100877	(SOLD) GUADALUPE 48 1	551	100919	HOGNOSE 1-67 UNIT 2H
510	100878	(SOLD) GUADALUPE 48 2	552	100922	HOGBACK STATE UNIT 33-76 701H
511	100879	(SOLD) GUADALUPE 48 3	553	100923	(SOLD) HOLCOMB 46 1
512	100880	(SOLD) GUADALUPE 48 4	554	100924	(SOLD) HOLCOMB 46 2
513	100881	(SOLD) GUADALUPE 48 5	555	100925	(DNU) SEE 5001358400
514	100882	(SOLD) GUADALUPE 48 6	556	100926	(SOLD) HOMAN -29- 3
515	100883	(SOLD) GUADALUPE 48 7	557	100927	(DNU) SEE 5001358600
516	100884	(SOLD) GUADALUPE 48 8	558	100928	(SOLD) HORWOOD 2301
517	100885	(SOLD) GUADALUPE 48 9	559	100929	(SOLD) HORWOOD 2402
518	100886	(SOLD) GUADALUPE 48 10	560	100930	(SOLD) HORWOOD 2501
519	100887	(SOLD) GUADALUPE 48 101H	561	100931	(SOLD) HORWOOD 2502
520	100888	(SOLD) GUADALUPE 48 11	562	100932	(SOLD) HORWOOD 2503
521	100889	(SOLD) GUADALUPE 48 12	563	100933	(SOLD) HORWOOD 3201
522	100890	HARMONSON 11 1	564	100934	ST S 805
523	100891	HARMONSON 11 2	565	100935	(SOLD) HORWOOD 3301
524	100892	(SOLD) HARRIS 1 1	566	100936	(SOLD) HORWOOD 3302
525	100893	HECKER 1	567	100941	JACKSON 1
526	100894	HECKER 10	568	100943	JACKSON 2
527	100895	HECKER 11	569	100944	JACKSON 7
528	100896	HECKER 12	570	100945	JACKSON 8
529	100897	HECKER 13	571	100946	JACKSON-MCCORMICK 29 1
530	100898	ST S 506	572	100948	JACKSON-MCCORMICK 29 3
531	100899	HECKER 14	573	100949	JACKSON-MCCORMICK 29 4
532	100900	HECKER 15	574	100952	JACKSON -36- 2
533	100901	HECKER 16	575	100954	JACKSON 36 4
534	100902	HECKER 17	576	100955	JACKSON 50 1
535	100903	HECKER 18	577	100956	JACKSON 50 2
536	100904	HECKER 19	578	100957	JACKSON 50 3
537	100905	HECKER 2	579	100958	JACKSON 50 4
538	100906	HECKER 20	580	100959	JACKSON 50 5

	Venture	Well Name		Venture	Well Name
581	100960	JACKSON 50 6	623	101009	JONES-HOLTON 20
582	100962	JACKSON A 5	624	101010	JONES HOLTON 201H
583	100963	JACKSON A 6	625	101011	JONES HOLTON 203H
584	100964	JACKSON B 1	626	101012	JONES HOLTON 205H
585	100965	JACK BLACK 15 1	627	101013	JONES HOLTON 207H
586	100966	JACK BLACK 15 A 1	628	101014	JONES HOLTON 208H
587	100967	JACK BLACK 15 2	629	101015	JONES HOLTON 209H
588	100968	JALONICK 21 3	630	101016	JONES-HOLTON 21
589	100969	JALONICK 21 4	631	101017	JONES HOLTON 210H
590	100970	JALONICK 21 A 5	632	101018	JONES HOLTON 211H
591	100971	JALONICK SOUTH 1	633	101019	JONES HOLTON 212H
592	100972	JALONICK SOUTH 2	634	101020	JONES HOLTON 213H
593	100973	JAMES 29 2	635	101021	JONES-HOLTON 22
594	100974	JAMES 29 3	636	101022	JONES-HOLTON 222SH
595	100975	JAMES -29- 4	637	101023	JONES-HOLTON 223SH
596	100978	JONES-HOLTON 122SH	638	101024	JONES-HOLTON 224SH
597	100979	JONES-HOLTON 124SH	639	101025	JONES-HOLTON 23
598	100981	JONES HOLTON 5504H	640	101026	JONES-HOLTON 24
599	100982	JONES HOLTON 601H	641	101027	JONES-HOLTON 26
600	100983	JONES-HOLTON 1	642	101028	JONES-HOLTON 27
601	100984	JONES-HOLTON 10	643	101029	JONES-HOLTON 28
602	100985	JONES HOLTON 101H	644	101030	JONES-HOLTON 29
603	100986	JONES HOLTON 102H	645	101032	JONES-HOLTON 3
604	100987	JONES HOLTON 104H	646	101033	JONES-HOLTON 31
605	100988	JONES HOLTON 106H	647	101034	JONES-HOLTON 32
606	100989	JONES HOLTON 807H	648	101035	JONES-HOLTON 33
607	100990	JONES HOLTON 108H	649	101036	JONES-HOLTON 34
608	100992	JONES HOLTON 609H	650	101037	JONES-HOLTON 35
609	100993	JONES-HOLTON 11	651	101038	JONES-HOLTON 36
610	100994	JONES HOLTON 110H	652	101039	JONES-HOLTON 37
611	100995	JONES HOLTON 811H	653	101040	JONES-HOLTON 38
612	100996	JONES HOLTON 112H	654	101041	JONES-HOLTON 39
613	100997	JONES HOLTON 113H	655	101043	JONES-HOLTON 40
614	100998	JONES-HOLTON 12	656	101044	JONES HOLTON 401H
615	100999	JONES-HOLTON 13	657	101045	JONES-HOLTON 41
616	101000	JONES-HOLTON 14	658	101046	JONES-HOLTON 42
617	101001	JONES-HOLTON 15	659	101047	JONES-HOLTON 43
618	101003	JONES-HOLTON 16	660	101048	JONES-HOLTON 44
619	101004	JONES-HOLTON 17	661	101049	JONES-HOLTON 45
620	101005	JONES-HOLTON 18	662	101050	JONES-HOLTON 46
621	101006	JONES-HOLTON 19	663	101052	JONES-HOLTON 47
622	101008	JONES-HOLTON 2	664	101053	JONES-HOLTON 48

	Venture	Well Name		Venture	Well Name
665	101054	(PA) JONES HOLTON 49	707	101104	(SOLD) JONES 46 3
666	101055	JONES-HOLTON 4R	708	101105	(SOLD) JONES 46 4
667	101057	JONES-HOLTON 5	709	101106	(SOLD) JONES 46 5
668	101058	JONES-HOLTON 50	710	101107	(SOLD) JONES 46 6
669	101059	JONES HOLTON 502H	711	101108	(SOLD) JONES 46 7
670	101060	JONES HOLTON 503H	712	101109	(SOLD) JONES 46 8
671	101062	JONES HOLTON 504H	713	101110	(SOLD) JONES 46 9
672	101063	JONES HOLTON 505H	714	101111	JUPITER 2-36 701H
673	101064	JONES HOLTON 506H	715	101113	KATH UNIT 3-11 601H
674	101065	JONES HOLTON 507H	716	101114	KATH UNIT 3-11 603H
675	101066	JONES HOLTON 508H	717	101115	KATH UNIT 3-11 605H
676	101067	JONES HOLTON 509H	718	101116	KATH 3-11 1
677	101068	JONES-HOLTON 51	719	101117	KATH 3-11 2H
678	101069	JONES HOLTON 510H	720	101118	KATHRYN IDA UNIT 206H
679	101070	JONES HOLTON 511H	721	101119	KATHRYN IDA UNIT 506H
680	101071	JONES HOLTON 512H	722	101120	KATIE 1-72 1H
681	101073	JONES HOLTON 513H	723	101121	KATIE 1-72 2H
682	101074	JONES-HOLTON 52	724	101122	KELLI A 201
683	101075	JONES-HOLTON 523SH	725	101123	KELLI B 201
684	101076	JONES-HOLTON 524SH	726	101124	KELLI B 202
685	101077	JONES-HOLTON 53	727	101125	KITTA BELLE 101H
686	101078	JONES-HOLTON 54	728	101126	KITTA BELLE 103H
687	101079	JONES-HOLTON 55	729	101127	KITTA BELLE 102H
688	101080	JONES-HOLTON 56	730	101128	KITTA BELLE 202H
689	101081	JONES-HOLTON 57	731	101129	KITTA BELLE 203H
690	101082	JONES-HOLTON 58	732	101130	KITTA BELLE 201H
691	101084	JONES-HOLTON 59	733	101131	KITTA BELLE 501H
692	101086	JONES-HOLTON 6	734	101132	KITTA BELLE 502H
693	101087	JONES-HOLTON 60	735	101133	KITTA BELLE 503H
694	101088	JONES-HOLTON 623SH	736	101134	KITTA BELLE 601H
695	101089	JONES-HOLTON 624SH	737	101135	KITTA BELLE 603H
696	101090	JONES-HOLTON 7	738	101136	KITTA BELLE 802H
697	101091	JONES-HOLTON 8	739	101139	(SOLD) LAVACA 38 1
698	101092	JONES-HOLTON 822SH	740	101140	(SOLD) LAVACA 38 2
699	101093	JONES-HOLTON 824SH	741	101141	(SOLD) LAVACA 38 3
700	101095	JONES-HOLTON 9	742	101142	(SOLD) LAVACA 38 4
701	101096	JONES HOLTON 901H	743	101143	(SOLD) LAVACA 38 5
702	101097	JOHNSON 54-22 1	744	101144	(SOLD) LAVACA 38 6
703	101099	(SOLD) JONES 46 1	745	101146	(SOLD) LAVACA 38 8
704	101100	(SOLD) JONES 46 12	746	101147	(SOLD) LAVACA 38 101H
705	101101	(SOLD) JONES 46 13	747	101148	(SOLD) LAVACA -38A- 1
706	101103	(SOLD) JONES 46 2	748	101149	(SOLD) LAVACA -38A- 2

Venture	Well Name	Venture	Well Name
749	101150 (SOLD) LAVACA -38A- 3	791	101202 (SOLD) MOCCASIN 53-40 2H
750	101151 (SOLD) LAVACA -38A- 4	792	101203 (SOLD) MOLLIE A SN 44-41 02 502H
751	101152 (SOLD) LAVACA -38A- 5	793	101204 (SOLD) MOLLIE A SN 44-41 101H
752	101153 (SOLD) LAVACA -38A- 7	794	101205 (SOLD) MOLLIE A SN 44-41 201H
753	101154 (SOLD) LEEDE 7 2H	795	101206 (SOLD) (PA) MOLLIE 1
754	101155 ST W 701LS	796	101207 (SOLD) (PA) MOLLIE 2
755	101156 (SOLD) LEEDE 7 1H	797	101208 (SOLD) MOLLIE 3
756	101157 LEONARD 1	798	101209 (SOLD) MOLLIE 4
757	101163 LEWIS KATHLEEN 8	799	101211 (SOLD) MOLLIE 6
758	101166 LIBERTY STATE UNIT 9-69 606H	800	101212 (SOLD) MOLLIE A 1
759	101167 LIBERTY STATE UNIT 9-69 706H	801	101214 (SOLD) MOLLIE A 2
760	101168 (SOLD) LLANO 8 1	802	101215 (SOLD) MOLLIE A 3
761	101169 (SOLD) LLANO 8 2	803	101216 (SOLD) MOLLIE A 4
762	101170 (SOLD) LLANO 8 3	804	101217 (SOLD) MOLLIE A 5
763	101171 (SOLD) LLANO 8 4	805	101218 (SOLD) MOORE SN 11-2 04 104H
764	101172 (SOLD) LLANO 8 5	806	101219 (SOLD) MOORE SN 47-38 04 104H
765	101173 (SOLD) LLANO 8/8A 101H	807	101221 (SOLD) NEAL 1
766	101174 (SOLD) LLANO -8A- 1	808	101222 (SOLD) (PA) NEAL 10
767	101175 (SOLD) LLANO -8A- 2	809	101225 (SOLD) NEAL 2
768	101176 (SOLD) LLANO -8A- 3	810	101226 (SOLD) NEAL 3
769	101177 (SOLD) LLANO -8A- 4	811	101227 (SOLD) NEAL 4
770	101179 (SOLD) LLANO -8A- 7	812	101228 (SOLD) NEAL 5
771	101180 LINEBACKER UNIT 33-75 601H	813	101229 (SOLD) NEAL 6
772	101181 LONGFELLOW UNIT 3-13 601H	814	101230 (SOLD) NEAL 7
773	101182 LONGFELLOW UNIT 3-13 701H	815	101231 (SOLD) NEAL 8
774	101183 LONGFELLOW UNIT 3-13 702H	816	101232 (SOLD) NEAL 9
775	101184 LONGFELLOW UNIT 3-13 802H	817	101233 NECHES 15 1
776	101185 YELLOW JACKET STATE UNIT 1-70 1H	818	101234 (PA) ST W 43-15
777	101186 MADISON 1111	819	101235 NECHES 15 2
778	101187 MADISON 1112	820	101236 NECHES 15 3
779	101188 MADISON 1202	821	101237 NECHES 15 4
780	101189 ST W 702LS	822	101238 NECHES -15A- 1
781	101192 MCADAMS GARNER 4	823	101239 NECHES -15A- 2
782	101193 MCADAMS GARNER 5	824	101240 NECHES -15A- 3
783	101194 MCADAMS GARNER 6	825	101241 NECHES -15A- 4
784	101195 MCADAMS GARNER 7	826	101245 ST W 4301LS
785	101196 MCADAMS GARNER 8	827	101246 ST W 4302LS
786	101197 MEXCO STEELHEAD 1	828	101247 ST W 4314
787	101198 MISBEHAVING STATE UNIT C19-19-14 605H	829	101257 ST S 511
788	101199 MISBEHAVING STATE UNIT C19-19-14 606H	830	101258 ST S 5012
789	101200 MISBEHAVING STATE UNIT C19-19-14 705H	831	101259 ST S 513
790	101201 (SOLD) MOCCASIN 53-40 1H	832	101260 ST S 804

	Venture	Well Name		Venture	Well Name
833	101261	ST W 601	875	101365	ST W 705LS
834	101264	ST W 608	876	101366	ST W 4304LS
835	101266	ST W 612	877	101367	ST W 4303LS
836	101269	ST W 706	878	101376	OLDHAM IDA MAE -C- 8
837	101270	ST W 707	879	101380	OLDHAM IDA MAE -D- 5
838	101271	ST W 710	880	101383	(PA) OLDHAM IDA MAE D 11
839	101272	ST W 711	881	101384	OLDHAM IDA MAE -D- 12
840	101274	ST W 4304	882	101385	OLDHAM IDA MAE -D- 13
841	101275	ST W 4308	883	101387	OLDHAM IDA MAE -D- 15
842	101276	ST W 607	884	101388	OLDHAM IDA MAE -D- 16
843	101277	(SOLD) NUECES 1	885	101389	OLDHAM IDA MAE -E- 3
844	101278	(SOLD) NUECES 2	886	101390	(PA) OLDHAM IDA MAE E 4
845	101280	ST W 6016	887	101391	ONEAL -D- 1
846	101281	ST W 704	888	101392	PARKER FARMS NS 25-28 01 101H
847	101282	ST W 705	889	101393	PARKER FARMS NS 25-28 02 102H
848	101283	ST W 709	890	101394	PARKER FARMS NS 25-28 03 103H
849	101284	ST W 708	891	101395	PARKER FARMS NS 25-28 01 201H
850	101285	ST S 803	892	101396	PARKER FARMS NS 25-28 02 202H
851	101286	ST S 514	893	101397	PARKER FARMS NS 25-28 03 203H
852	101290	ST-ST S A 4404H	894	101398	PARKER FARMS NS 25-28 01 501H
853	101297	ST S-ST RR B 502H	895	101399	PARKER FARMS NS 25-28 02 502H
854	101299	ST S-ST RR C 503H	896	101400	PARKER FARMS NS 25-28 03 503H
855	101300	ST S-ST RR D 504H	897	109890	PARKS 38 1
856	101302	ST W 701H	898	101402	(SOLD) SEE 1001000000
857	101303	ST W 702H	899	101403	(SOLD) PECOS SN 43-31 04 204H
858	101304	ST W 703LS	900	101404	(SOLD) PECOS 42 1
859	101305	ST W 704H	901	101405	(SOLD) PECOS 42 2
860	101306	ST W 705H	902	101406	(SOLD) PECOS 42 3
861	101307	ST W 704LS	903	101407	(SOLD) PECOS 42 4
862	101308	ST W 706H	904	101408	(SOLD) PECOS -42A- 1
863	101309	ST W 4303H	905	101409	(SOLD) PECOS -42B- 1
864	101310	ST W 4304H	906	101410	(SOLD) PECOS -42B- 2
865	101311	ST W 4305H	907	101411	(SOLD) PECOS -42C- 1
866	101312	ST W 4306H	908	101412	(SOLD) PECOS SN 43-31 01 101H
867	101313	ST W 4301H	909	101413	(SOLD) PECOS SN 43-31 02 102H
868	101315	ST W 4302H	910	101414	(SOLD) PECOS SN 43-31 03 103H
869	101316	ST S-ST RR A 501H	911	101415	(SOLD) PECOS SN 43-31 01 201H
870	101325	ST-ST S B 4405H	912	101416	(SOLD) PECOS SN 43-31 02 202H
871	101326	ST-ST S C 4406H	913	101417	(SOLD) PECOS SN 43-31 203H
872	101356	ST W 712	914	101418	(SOLD) PECOS SN 43-31 04 104H
873	101359	ST W 4307H	915	101419	PARKER FARMS 25 5
874	101364	ST W 705MS	916	101420	PARKER FARMS 25 6

	Venture	Well Name		Venture	Well Name
917	101421	PARKER FARMS 25 7	959	101475	(SOLD) SABINE A NS 35-38 02 102H
918	101422	PHILLIPS UNIT 2	960	101476	(SOLD) SABINE A NS 35-38 03 103H
919	101425	PRUETT 20 5H	961	101477	(SOLD) SABINE A NS 35-38 04 104H
920	101426	PRUETT 20 6H	962	101478	(SOLD) SABINE A NS 35-38 01 201H
921	101427	PRUETT 23A 1H	963	101479	(SOLD) SABINE A NS 35-38 02 202H
922	101428	PRUETT 23 2H	964	101480	(SOLD) SABINE A NS 35-38 03 203H
923	101429	PRUETT 23A 2H	965	101481	(SOLD) SABINE A NS 35-38 04 204H
924	101433	RED BULL 1-72 1H	966	101482	(SOLD) SABINE -35A- 1
925	101434	RED BULL 1-72 2H	967	101483	(SOLD) SABINE -35A- 2
926	101435	RED DIAMOND 33-71 1	968	101484	(SOLD) SABINE -35A- 3
927	101436	(SOLD) RED RIVER 2R	969	101485	(SOLD) SABINE -35A- 4
928	101437	(SOLD) RED RIVER 3	970	101486	(SOLD) SABINE -35A- 5
929	101438	(SOLD) RED RIVER 4	971	101487	SALISBURY 33-71 1
930	101439	(SOLD) RED RIVER 5	972	101488	SALISBURY 33-71 2H
931	101440	(SOLD) RED RIVER 6	973	101489	(SOLD) SAN JACINTO NS 36-37 01 101H
932	101441	RED RIVER 7	974	101490	(SOLD) SAN SABA 1
933	101442	(SOLD) RED RIVER 8	975	101491	(SOLD) SAN SABA NS 37-48 06 106H
934	101443	(SOLD) RIO GRANDE 118 1	976	101492	(SOLD) SAN SABA 2
935	101444	(SOLD) RIO GRANDE 118 2	977	101493	(SOLD) SAN SABA NS 37-48 04 204H
936	101445	(SOLD) RIO GRANDE 118 3	978	101494	(SOLD) SAN SABA NS 37-48 05 205H
937	101446	(SOLD) RIO GRANDE 118 4	979	101495	(SOLD) SAN SABA 3
938	101447	RHODES -16A- 1	980	101496	(SOLD) SAN SABA 4
939	101454	(SOLD) ROCA UNIT 7 1H	981	101497	(SOLD) SAN SABA 5
940	101455	(SOLD) ROCA UNIT 7 2H	982	101498	(SOLD) SAN SABA A 1
941	101457	RIVERBOAT UNIT 33-71 701H	983	101499	(SOLD) SAN SABA A 2
942	101458	RIVERBOAT UNIT 33-71 602H	984	101500	(SOLD) SAN SABA A 3
943	101459	RIVERBOAT UNIT 33-71 703H	985	101501	(SOLD) SAN SABA A 4
944	101460	RIVER JACK 1-53 1H	986	101502	(SOLD) (PA) SAN SABA A 5
945	101461	RAZORBACK UNIT NW 33-77 701H	987	101504	SCHARBAUER I 1
946	101462	RAZORBACK UNIT SE 33-77 604H	988	101505	SCHARBAUER -J- 1
947	101463	(SOLD) SABINE 35 1	989	101506	SCHARBAUER I 2
948	101464	(SOLD) SABINE 35 2	990	101507	SCHARBAUER -J- 2
949	101465	(SOLD) SABINE 35 3	991	101508	SCHARBAUER -I- 3
950	101466	(SOLD) SABINE 35 4	992	101509	SCHARBAUER I 4
951	101467	(SOLD) SABINE 35 5	993	101511	SCHUELKE 28 2
952	101468	(SOLD) SABINE NS 35-38 01 101H	994	101512	SCHUELKE -28- 3
953	101469	(SOLD) SABINE NS 35-38 02 102H	995	101513	SCHUELKE 28 4
954	101470	(SOLD) SABINE NS 35-38 04 104H	996	101514	SIDEWINDER STATE UNIT 1-68 2H
955	101471	(SOLD) SABINE NS 35-38 01 201H	997	101515	SEM NS 14-23 101H
956	101472	(SOLD) SABINE NS 35-38 02 202H	998	101516	SEM NS 14-23 02 102H
957	101473	(SOLD) SABINE NS 35-38 04 204H	999	101517	SEM NS 14-23 01 201H
958	101474	(SOLD) SABINE A NS 35-38 01 101H	1000	101518	SEM NS 14-23 02 202H

	Venture	Well Name		Venture	Well Name
1001	101519	SEM NS 14-23 01 1101H	1043	101568	(SOLD) SAN SABA SN 37-36 02 102H
1002	101520	SEM SN 35-26 03 203H	1044	101570	(SOLD) SAN SABA SN 37-36 04 104H
1003	101521	(SOLD) SEE 1001110000	1045	101571	(SOLD) SAN SABA SN 37-36 05 105H
1004	101522	(SOLD) SEE 1001100000	1046	101573	(SOLD) SAN SABA SN 37-36 02 202H
1005	101523	(SOLD) SEE 1001000100	1047	101574	(SOLD) SAN SABA SN 37-36 03 203H
1006	101524	(SOLD) SEE 1001000200	1048	101575	(SOLD) SAN SABA SN 37-36 04 204H
1007	101526	(SOLD) SEE 1001000300	1049	101576	(SOLD) SAN SABA SN 37-36 05 205H
1008	101527	(SOLD) SITES SN 9-4 01 101H	1050	101577	(SOLD) SAN SABA NS 37-48 07 307H
1009	101528	(SOLD) SITES SN 9-4 06 106H	1051	101580	STAGGS 1
1010	101529	(SOLD) SAN JACINTO 36 1	1052	101582	(SOLD) STEPHENS HATTIE M. 1
1011	101530	(SOLD) SAN JACINTO 36 2	1053	101584	STALEY 34-165 1H
1012	101531	(SOLD) SAN JACINTO NS 36-37 02 102H	1054	101585	STALEY 34-165 2H
1013	101532	(SOLD) SAN JACINTO NS 36-37 02 202H	1055	101592	(PA) STUMHOFFER 2
1014	101533	(SOLD) SAN JACINTO NS 36-37 03 203H	1056	101593	(PA) STUMHOFFER 4
1015	101534	SKYFALL STATE UNIT 55-8 605H	1057	101595	SIDEWINDER 1-68 1H
1016	101535	SKYFALL STATE UNIT 55-8 606H	1058	101596	TATE 1
1017	101536	SKYFALL STATE UNIT 55-8 705H	1059	101597	TATE 2
1018	101537	SKYFALL STATE UNIT 55-8 706H	1060	101600	(SOLD) TENNISON 46 A 1
1019	101538	(SOLD) SLAUGHTER 2 1	1061	101607	TIGER SN 245-252 204H
1020	101539	(SOLD) SLAUGHTER 5 1	1062	101614	TIGER SN 245-252 504H
1021	101541	SMITH 16 2	1063	101627	(SOLD) TRINITY 16 1
1022	101542	SMITH 16 3	1064	101628	(SOLD) TRINITY 16 2
1023	101543	SMITH 16 4	1065	101629	(SOLD) TRINITY 16 3
1024	101545	SONJA 103E	1066	101630	(SOLD) TRINITY 16 4
1025	101546	SONJA 105	1067	101631	(SOLD) TRINITY 16 5
1026	101548	SONJA 202	1068	101632	(SOLD) TRINITY 16 6
1027	101549	SONJA 204	1069	101633	(SOLD) TRINITY -16- 7
1028	101550	SONJA 206	1070	101634	(SOLD) TRINITY 16 8
1029	101553	(SOLD) SABINE SN 35-26 01 101H	1071	101635	(SOLD) TRINITY -16- 101H
1030	101554	(SOLD) SABINE SN 35-26 102H	1072	101636	(SOLD) TRINITY 16 102H
1031	101555	(SOLD) SABINE SN 35-26 03 103H	1073	101637	(SOLD) TRINITY 16 103H
1032	101556	(SOLD) SABINE SN 35-26 104H	1074	101638	(SOLD) TRINITY 16 104H
1033	101557	(SOLD) SABINE SN 35-26 01 201H	1075	101639	(SOLD) TRINITY 16 105H
1034	101558	(SOLD) SABINE SN 35-26 02 202H	1076	101640	(SOLD) TRINITY 16 106H
1035	101559	(SOLD) SABINE SN 35-26 203H	1077	101641	(SOLD) TRINITY 16 107H
1036	101560	(SOLD) SABINE SN 35-26 04 204H	1078	101642	(SOLD) TRINITY 16 108H
1037	101561	(SOLD) SAN SABA NS 37-48 01 101H	1079	101643	(SOLD) TRINITY 16 109H
1038	101562	(SOLD) SAN SABA NS 37-48 02 102H	1080	101644	(SOLD) TRINITY 16 110H
1039	101563	(SOLD) SAN SABA NS 37-48 08 108H	1081	101645	(SOLD) TRINITY 16 201H
1040	101564	(SOLD) SAN SABA NS 37-48 01 501H	1082	101646	(SOLD) TRINITY 16 202H
1041	101565	(SOLD) SAN SABA NS 37-48 02 202H	1083	101647	(SOLD) TRINITY 16 203H
1042	101566	(SOLD) SAN SABA NS 37-48 08 208H	1084	101648	(SOLD) TRINITY 16 204H

	Venture	Well Name		Venture	Well Name
1085	101649	(SOLD) TRINITY 16 205H	1127	101749	WILBANKS -16A 5
1086	101650	(SOLD) TRINITY 16 206H	1128	101752	WILBANKS A 4501
1087	101651	(SOLD) TRINITY 16 207H	1129	101758	WILBANKS SN 16-15 04 504H
1088	101652	(SOLD) TRINITY 16 208H	1130	101764	WILBANKS ALLAR WEST UNIT 105H
1089	101653	(SOLD) TRINITY 16 209H	1131	101765	WILBANKS ALLAR WEST UNIT 106H
1090	101654	(SOLD) TRINITY 16 210H	1132	101766	WILBANKS ALLAR EAST UNIT 107H
1091	101655	STATE 53-6 1	1133	101767	WILBANKS ALLAR WEST UNIT 205H
1092	101659	STATE C19-15 1H	1134	101768	WILBANKS ALLAR EAST UNIT 206H
1093	101663	STATE JOHNSON 68 1H	1135	101769	WILBANKS ALLAR EAST UNIT 207H
1094	101664	RAINBOW STATE 33-70 1H	1136	101770	WILBANKS ALLAR WEST UNIT 505H
1095	101665	RAINBOW STATE 33-70 2H	1137	101771	WILBANKS ALLAR EAST UNIT 506H
1096	101667	RAINBOW STATE 33-70 4H	1138	101773	WILBANKS SN 16-15 03 103H
1097	101684	UNIVERSITY 48-20 1H	1139	101774	(PA) WOLCOTT CAMPBELL 1
1098	101690	(SOLD) UNIVERSITY 7	1140	101775	(PA) WOLCOTT CAMPBELL 2
1099	101693	(SOLD) UNIVERSITY 2	1141	101777	WOLCOTT CAMPBELL 01 1001H
1100	101700	VICTORY STATE E 54-14-19 606HR	1142	101778	ST S-ST RR E 501LS
1101	101701	VICTORY STATE A 54-14-19 604H	1143	101782	ST S-ST RR F 502LS
1102	101702	VICTORY STATE B 54-14-19 605H	1144	101783	WEST PARKS 5 1
1103	101704	VICTORY STATE C 54-14-19 705H	1145	101784	WEST PARKS 5 502
1104	101705	VICTORY STATE D 54-14-19 706H	1146	101785	WEST PARKS 5 503
1105	101706	VILMA 202	1147	101788	ST-ST S D 4404LS
1106	101707	VILMA 203	1148	101792	GRIDIRON N001 WB
1107	101712	WILBANKS ALLAR EAST UNIT 507H	1149	101794	GRIDIRON N004WB
1108	101713	WILBANKS A SN 16-15 03 803H	1150	101795	GRIDIRON S001WB
1109	101715	(SOLD) WD JOHNSON 53-22 2H	1151	101796	GRIDIRON S002LS
1110	101717	(SOLD) WD JOHNSON 53-22 4H	1152	101801	GRIDIRON S015LS
1111	101718	(SOLD) WD JOHNSON 53-22 5H	1153	101802	GRIDIRON S017LS
1112	101719	(SOLD) WD JOHNSON B 53-32 1H	1154	101803	GRIDIRON S018WB
1113	101720	(SOLD) WEAVER 10 1	1155	101804	GRIDIRON N002LS
1114	101727	WHITTEN 9 2	1156	101805	GRIDIRON S003LS
1115	101728	WHITTEN 9 3	1157	101806	YELLOW JACKET STATE UNIT 1-70 2H
1116	101732	(SOLD) WICHITA -41- 1	1158	101807	ZOLLER 34 A 1H
1117	101733	(SOLD) WICHITA -41- 2	1159	101808	ZOLLER 34-113 2H
1118	101734	(SOLD) WICHITA -41- 3	1160	101809	ZOLLER 34-113 3H
1119	101735	(SOLD) WICHITA -41- 4	1161	101810	ZOLLER 34 B 4H
1120	101736	(SOLD) WICHITA -41- 5	1162	101811	GRIDIRON S001MS
1121	101739	WILBANKS SN 16-15 04 104H	1163	101812	GRIDIRON S001WA
1122	101740	WILBANKS 14 1402	1164	101813	GRIDIRON S002MS
1123	101741	WILBANKS 14 1403	1165	101814	GRIDIRON S002WA
1124	101742	WILBANKS 14 4	1166	102002	(SOLD) CRAIG SN 29-20 F 106WA
1125	101747	WILBANKS 16 2	1167	102003	(SOLD) CRAIG SN 29-20 A 101WA
1126	101748	WILBANKS 16 4	1168	102004	BLAZER UNIT 14 3WA

	Venture	Well Name		Venture	Well Name
1169	102005	STATE LOKAI UNIT 1002WA	1211	102096	DEGUELLO UNIT 54-7-2 602H
1170	102007	KATHRYN IDA UNIT WEST 103WA	1212	102097	NEAL LETHCO 28-27 UNIT 3BS
1171	102010	CANYONLANDS 15-16 A 1WA	1213	102111	VOLUNTEER STATE 54 36 656H
1172	102011	CHECKERS STATE UNIT 54-12-21 601H	1214	102117	WILLIAMS 21 B 2LS
1173	102012	TETRIS SN 1-48 A 101WA	1215	102118	WILBANKS 45-53-55 A 8LS
1174	102013	STATE ARMSTRONG 9-4 UNIT 1WA	1216	102119	SMITH SN 48-37-36 01 501LS
1175	102014	STATE ARMSTRONG 9-4 UNIT 2WA	1217	102120	SMITH SN 48-37-36 04 504LS
1176	102015	CANYONLANDS 15-16 B 2WA	1218	102121	CHALLENGER 228-512 UNIT 1WA
1177	102016	STATE LOKAI UNIT 1003WA	1219	102122	CHECKERS STATE UNIT 54-12-21 604H
1178	102021	VICTORY STATE F 54-14-19 602H	1220	102123	CHECKERS STATE UNIT 54-12-21 605H
1179	102022	VICTORY STATE G 54-14-19 603H	1221	102124	WARLANDER 506BS
1180	102025	DICKENSON 17 10 SP	1222	102127	CASPIAN 19-20 UNIT 1WA
1181	102030	GASKINS SN 6-43 03 103H	1223	102128	STATE AMBUSH 45-44 D 4WA
1182	102031	(SOLD) MOORE SN 47-38 03 103H	1224	102129	STATE AMBUSH 45-44 E 5WA
1183	102032	(SOLD) MOORE SN 11-2 03 103H	1225	102130	STATE ARDENNES 11-7 A 2WA
1184	102037	TIGER SN 245-252 804H	1226	102132	CUMBERLAND WEST A 3401MS
1185	102038	PATRIOT STATE RSJ 68 601H	1227	102133	GASKINS SN 6-43 A 101WA
1186	102040	MODESTA UNIT 33-81-78 601H	1228	102136	BOMBARDIER A UNIT 410LS
1187	102048	BENTON 3-12 601H	1229	102137	SHORTES 40 UNIT 4LS
1188	102049	SMITH SN 48-37-36 01 101WA	1230	102138	STATE NEAL LETHCO 28-27 A 4BS
1189	102056	DEGUELLO UNIT 54-7-2 601H	1231	102139	STATE NEAL LETHCO 29-28 D 4BS
1190	102057	DEGUELLO UNIT 54-7-2 701H	1232	102141	NEAL LETHCO D 21-22 4WA
1191	102059	VINEYARD HZ B 9801WA	1233	102143	BOMBARDIER A UNIT 406WA
1192	102060	VINEYARD HZ D 9802LS	1234	102144	NEAL LETHCO E 21-22 5WA
1193	102061	VINEYARD HZ E 9802WA	1235	102145	STATE CLIFFHANGER 26-27 UNIT 2WA
1194	102062	(SOLD) SABINE NS 35-38 03 203H	1236	102147	STATE BRUMBY 6-B 2WB
1195	102064	CHECKERS STATE UNIT 54-12-21 602H	1237	102148	BOMBARDIER A UNIT 407WA
1196	102066	KATH 3-11 656H	1238	102149	NEAL LETHCO 29-2 B 2WA
1197	102067	DREAMLAND STATE UNIT C19-16-12 4WA	1239	102150	WILLIAMS 21 C 3LS
1198	102069	CHECKERS STATE UNIT 54-12-21 603H	1240	102151	RILEY T 1807 4WB
1199	102070	HOLE IN THE ROCK 46-47 C 3WA	1241	102152	DUNIGAN E C-19-17 651H
1200	102072	HOLE IN THE ROCK 46-47 B 2WA	1242	102153	STATE LINCOLN 8-1 UNIT 1WA
1201	102073	CHOCTAW 1-21 A 1WA	1243	102154	DEGUELLO UNIT 54-7-2 603H
1202	102074	CHOCTAW 1-21 B 2WA	1244	102155	WILBANKS 45-53-55 B 8WA
1203	102075	STATE BARB 10-5 B 2WA	1245	102156	WOLCOTT CAMPBELL A 1321WA
1204	102076	STATE BARB 10-5 A 1WA	1246	102158	NEAL LETHCO 31-36 B 2WA
1205	102085	TETRIS SN 1-48 B 102WA	1247	102159	RILEY U 1807 4WA
1206	102087	TETRIS SN 1-48 C 103WA	1248	102160	RILEY V 1807 5WB
1207	102088	TETRIS SN 1-48 D 104WA	1249	102161	RILEY W 1807 5WA
1208	102089	VINEYARD HZ C 9801JM	1250	102163	BOMBARDIER A UNIT 409LS
1209	102090	VINEYARD HZ A 9801LS	1251	102166	STATE COLUMBIA 228-208 UNIT 1WA
1210	102091	VINEYARD HZ F 9802MS	1252	102167	NEAL LETHCO 29-2 C 3WA

	Venture	Well Name		Venture	Well Name
1253	102168	REVEILLE STATE UNIT 66-68-74 605H	1295	102217	WARFIELD WEST L 204MS
1254	102169	WILBANKS 45-53-55 C 8WB	1296	102218	STATE ARMSTRONG 9-4 UNIT 4WA
1255	102170	WOLCOTT CAMPBELL A 1321LS	1297	102219	CUMBERLAND WEST C 3403MS
1256	102171	WOLCOTT CAMPBELL B 1322LS	1298	102220	CUMBERLAND WEST D 3404LS
1257	102172	NEAL LETHCO 31-36 C 3WA	1299	102221	CUMBERLAND WEST D 3404MS
1258	102173	DUNIGAN STATE UNIT E 53-6-17 601H	1300	102222	CUMBERLAND WEST D 3404WB
1259	102175	STATE LONGS 8-7 UNIT 1WA	1301	102225	BLAZER UNIT 14 4WB
1260	102176	DEGUELLO UNIT 54-7-2 604H	1302	102226	STATE PAMPA 15-14 B 2WA
1261	102177	DEGUELLO UNIT 54-7-2 605H	1303	102227	SIBLEY 3-4 A 1WB
1262	102178	STATE NORMAN 45-46 A 1WA	1304	102230	CUMBERLAND WEST H 3403WA
1263	102179	CUMBERLAND WEST B 3402WA	1305	102231	BLACK STONE STATE 1-12 E 2WA
1264	102180	STATE AMBUSH 45-44 B 2WA	1306	102232	NEAL LETHCO 34-33 B UNIT 15BS
1265	102181	WOLCOTT CAMPBELL A 1321MS	1307	102233	MCCOMBS STATE 1-12 5WA
1266	102183	WOLCOTT CAMPBELL A 1321WB	1308	102234	WILSON 8-7 UNIT 2WA
1267	102184	WOLCOTT CAMPBELL B 1322WB	1309	102235	CAMERON 4-3 B 2WA
1268	102185	MCCOMBS STATE 1-12 3BS	1310	102236	SIBLEY 3-4 B 2WA
1269	102186	BOZEMAN UNIT 813MS	1311	102240	SHORTES 40 UNIT 4WA
1270	102187	STATE AMBUSH 45-44 C 3WB	1312	102242	STATE ARMSTRONG 9-4 A 6BS
1271	102188	HOLE IN THE ROCK 46-47 D R4WA	1313	102243	STATE ARMSTRONG 9-4 B 7BS
1272	102189	HOLE IN THE ROCK 46-47 E 5BS	1314	102246	WILSON 8-7 UNIT 3WA
1273	102190	STATE ARMSTRONG 9-4 UNIT 3WA	1315	102247	PERCHERON 46-45 C 3BS
1274	102193	STATE SLICKROCK 24-20 UNIT 2WA	1316	102248	PERCHERON 46-45 D 4BS
1275	102195	MAYO SN 48-37 07 507LS	1317	102250	ENFORCER 34 113-112 D 604H
1276	102196	BULLFROG 47 SW UNIT 6WA	1318	102251	NEAL LETHCO 16-15 D 4WA
1277	102197	BULLFROG 47 SW UNIT 8LS	1319	102252	BULLFROG 47 SW UNIT 8WA
1278	102198	BUTTE UNIT 804WB	1320	102253	SHORTES 40 UNIT 4WB
1279	102199	BOZEMAN UNIT 803WA	1321	102254	STATE ELBERT 7-8 UNIT 2WA
1280	102200	CUMBERLAND WEST B 3402WB	1322	102255	REVEILLE STATE UNIT 66-68-74 406H
1281	102201	DEGUELLO UNIT 54-7-2 606H	1323	102256	UNFORGIVEN 34 113-114 D 604H
1282	102202	GASKINS SN 6-43 A 501LS	1324	102258	DUNIGAN STATE UNIT W 53-6-17 602H
1283	102203	CUMBERLAND WEST I 3403WB	1325	102259	DUNIGAN STATE UNIT W 53-6-17 603H
1284	102204	STATE NORMAN 45-46 B 2WA	1326	102260	ASRO JR. UNIT R004WA
1285	102205	BLACK STONE STATE 1-12 F 3BS	1327	102274	LIBERTY STATE UNIT 9-69 601H
1286	102207	STATE PAMPA 15-14 A 1WA	1328	102275	LIBERTY STATE UNIT 9-69 602H
1287	102208	CUMBERLAND WEST C 3403LS	1329	102276	LIBERTY STATE UNIT 9-69 603H
1288	102210	ASRO 13 UNIT 3WB	1330	102277	QUARTERBACK STATE UNIT 3-4 603H
1289	102211	TREE FROG 47 WEST UNIT 5WB	1331	102278	ADAMS 43-6 D 504LS
1290	102212	TREE FROG 47 EAST C 3WB	1332	102279	LB EPLEY 34-46 A 101WA
1291	102213	ASRO JR. UNIT 4WB	1333	102280	LB EPLEY 34-46 A 200WB
1292	102214	SUNLIGHT 208-1 1WA	1334	102281	LB EPLEY 34-46 A 501LS
1293	102215	WARFIELD WEST J 203WA	1335	102282	LB EPLEY 34-46 A 800JM
1294	102216	WARFIELD WEST K 202WA	1336	102283	STATE BRUMBY 6-D 4WA

	Venture	Well Name		Venture	Well Name
1337	102284	STATE ELBERT 7-8 UNIT 3WA	1379	102336	MABEE BREEDLOVE F 2408WA
1338	102285	WILLIAMS 21 C 3WB	1380	102338	HOLE IN THE ROCK 46-47 H 8BS
1339	102287	NEAL LETHCO 35-36 UNIT 7BS	1381	102340	GRIDIRON N007MS
1340	102289	STATE ROCK RIVER 30-19 UA 1WA	1382	102341	(SOLD) SITES 9-4 B 3WA
1341	102290	STATE ROCK RIVER 30-19 UB 2WB	1383	102342	STATE ARDENNES 11-7 B 3WA
1342	102291	CUMBERLAND WEST B 3402MS	1384	102344	BLACK STONE 1-12 H 5BS
1343	102292	WILLIAMS 21 B 2WB	1385	102345	DONATELLO UNIT 4-1 601H
1344	102293	T Y RANCH 41S	1386	102348	STATE SLICKROCK 24-20 UNIT 3WA
1345	102294	T Y RANCH 61S	1387	102350	LB EPLEY 34-46 B 502LS
1346	102295	T Y RANCH 31S	1388	102351	LB EPLEY 34-46 C 103WA
1347	102296	T Y RANCH 81S	1389	102352	LB EPLEY 34-46 C 202WB
1348	102297	T Y RANCH 51S	1390	102353	LB EPLEY 34-46 C 503LS
1349	102298	T Y RANCH 41N	1391	102354	LB EPLEY 34-46 D 104WA
1350	102299	T Y RANCH 45N	1392	102355	LB EPLEY 34-46 D 203WB
1351	102300	T Y RANCH 45S	1393	102357	ADAMS 43-6 C 503LS
1352	102301	T Y RANCH 61N	1394	102358	GASKINS SN 6-43 B 502LS
1353	102302	T Y RANCH 65N	1395	102360	MABEE BREEDLOVE G 2408WB
1354	102303	T Y RANCH 65S	1396	102361	(SOLD) SITES 9-4 C 4WA
1355	102304	ADAMS 43-6 B 102WA	1397	102362	DREAMLAND STATE C19-16-12 UC 3WA
1356	102305	ADAMS 43-6 A 501LS	1398	102363	HOLE IN THE ROCK 46-47 G 7BS
1357	102306	ADAMS 43-6 B 502LS	1399	102366	CAMPBELL ELSIE B 1
1358	102307	ADAMS 43-6 D 103WA	1400	102369	BEDWELL 15 2
1359	102308	NEAL LETHCO 31-36 D 4WA	1401	102370	HARRELL 43 1
1360	102309	GASKINS SN 6-43 C 107WA	1402	102372	MADISON 10 2
1361	102310	GASKINS SN 6-43 C 503LS	1403	102373	ODOM 11 1
1362	102312	PATRIOT STATE RSJ 68 701H	1404	102374	ODOM 11 2
1363	102313	NEAL LETHCO 39-40-12 UNIT 1BS	1405	102375	STROUD -B- 3
1364	102316	LITTLE BEAR 207.5-1 UNIT 1WA	1406	102377	DANIEL EAST 10-15 A 101WA
1365	102317	GRIDIRON N006WA	1407	102378	GASKINS SN 6-43 B 102WA
1366	102318	NICHOLS EAST UNIT 2WB	1408	102379	GRIDIRON N008MS
1367	102319	WESTLAW 0805 B 8WA	1409	102381	NEAL LETHCO 29-2 D 4WA
1368	102320	GASKINS SN 6-43 A 201WB	1410	102382	DANIEL EAST 10-15 C 201WB
1369	102321	NEAL LETHCO 17-18 D 4WA	1411	102383	STATE CLIFFHANGER 26-27 UNIT 4BS
1370	102322	NEAL LETHCO 38-13 C 3BS	1412	102384	ADAMS 43-6 A 201WB
1371	102323	WILBANKS 45-53-55 D 3WB	1413	102385	ADAMS 43-6 B 802JM
1372	102326	GRIDIRON N006WB	1414	102386	STATE NORMAN 45-46 C 3BS
1373	102327	MABEE BREEDLOVE D 2408LS	1415	102391	TORNADO 104-103 UNIT 1WA
1374	102328	ADAMS 43-6 C 203WB	1416	102392	WILSON 8-7 UNIT 4WA
1375	102329	STATE JUTLAND 6-1 A 1WA	1417	102393	GASKINS SN 6-43 B 202WB
1376	102330	STATE BARB 10-5 C 3BS	1418	102395	KATHRYN IDA UNIT WEST 203WB
1377	102332	MABEE BREEDLOVE E 2408MS	1419	102398	STATE CLIFFHANGER 26-27 UNIT 5BS
1378	102333	(SOLD) SITES 9-4 A 2WA	1420	102400	ADAMS 43-6 B 202WB

	Venture	Well Name		Venture	Well Name
1421	102402	WESTLAW 0904 W 1WA	1463	102471	CALVERLEY 12 2A
1422	102403	JONES HOLTON 622MS	1464	102472	THE PREACHER 1104H
1423	102404	DANIEL EAST 10-15 B 102WA	1465	102473	TRUST BUSTER 901H
1424	102405	MABEE BREEDLOVE H 2406JM	1466	102474	BARSTOW 33 UB 2BS
1425	102406	MABEE BREEDLOVE J 2406WA	1467	102483	MABEE BREEDLOVE Q 2407JM
1426	102407	MABEE BREEDLOVE K 2406WB	1468	102484	MABEE BREEDLOVE R 2407WA
1427	102408	BILLINGS UNIT 807WA	1469	102485	MABEE BREEDLOVE S 2407WB
1428	102409	BILLINGS UNIT 808WB	1470	102489	WILSON 8-7 UNIT 6WA
1429	102410	BILLINGS UNIT 808LS	1471	102490	LINE DRIVE P 4MS
1430	102411	BILLINGS UNIT 819MS	1472	102491	LINE DRIVE Q 4WB
1431	102414	STATE NORMAN 45-46 D 4BS	1473	102492	LINE DRIVE R 4WA
1432	102415	STATE ROCK RIVER 30-19 UC 3BS	1474	102498	MABEE BREEDLOVE I 2406LS
1433	102418	STATE ARDENNES UNIT 1104BS	1475	102500	CALVERLEY 12 1A
1434	102420	JONES HOLTON 522LS	1476	102501	CALVERLEY 12 3A
1435	102421	WESTLAW 0904 X 2WA	1477	102502	CALVERLEY 12 4A
1436	102424	KATHRYN IDA UNIT WEST 503LS	1478	102506	CALVERLEY 27 7
1437	102427	MUD HEN 57-31 C 3WA	1479	102507	CALVERLEY 30 2A
1438	102429	LB EPLEY 34-46 B 102WA	1480	102508	CALVERLEY 4 2A
1439	102430	MABEE BREEDLOVE U 4010MS	1481	102512	DUNAGAN RANCH 29-30 A 601H
1440	102431	LIBERTY STATE UNIT 9-69 604H	1482	102514	NEAL LETHCO 31-36 E 5WA
1441	102432	MABEE BREEDLOVE T 4010LS	1483	102516	ST E UNIT 3803MS
1442	102433	MABEE BREEDLOVE V 4008JM	1484	102517	NICHOLS EAST UNIT 4WA
1443	102434	NEAL LETHCO 29-2 E 5WA	1485	102518	NICHOLS EAST UNIT 3LS
1444	102435	LIBERTY STATE UNIT 9-69 605H	1486	102520	DREAMLAND STATE C19-16-12 UE 5WA
1445	102436	MUD HEN 57-31 A 1WA	1487	102521	UL COTTONFLAT C 4101WA
1446	102442	WILSON 8-7 UNIT 5WA	1488	102522	LB EPLEY 34-46 D 504LS
1447	102443	RIVER CAT 57-33 A 1WA	1489	102524	STATE SAN SABA 15-14 UNIT 2WA
1448	102444	NEAL LETHCO 38-13 D 4WA	1490	102526	DANIEL 11-2 A 1WA
1449	102445	JONES HOLTON 802JM	1491	102529	ST E UNIT 3801MS
1450	102448	BEBOP 15-16 A 1WA	1492	102532	NEAL LETHCO 17-18 E 5WA
1451	102449	UL COTTONFLAT A 4101MS	1493	102542	STATE ARMSTRONG 9-4 C 8BS
1452	102450	NEAL LETHCO 29-2 F 6BS	1494	102544	MUD HEN 57-31 B 2BS
1453	102455	MABEE BREEDLOVE P 2407LS	1495	102546	DANIEL 11-2 C 2WA
1454	102456	NEAL LETHCO 16-15 E 5WA	1496	102547	ST E UNIT 3802MS
1455	102457	GRIDIRON S017JM	1497	102550	ALTURA 10-3 UNIT 1BS
1456	102458	UL COTTONFLAT B 4101LS	1498	102551	ALTURA 15-22 UNIT 1BS
1457	102459	ST E UNIT 3802WB	1499	102556	DREAMLAND STATE C19-16-12 UF 6WA
1458	102462	CALVERLEY 24 1A	1500	102565	MUD HEN 57-31 D 4BS
1459	102463	CALVERLEY 30 3A	1501	102567	UL COTTONFLAT E 4102JM
1460	102465	CALVERLEY 24 4A	1502	102568	UL COTTONFLAT F 4102LS
1461	102467	CALVERLEY 24 3A	1503	102569	UL COTTONFLAT G 4102WA
1462	102470	BARSTOW 33 UA 1BS	1504	102570	DREAMLAND STATE C19-16-12 UA 1WA

	Venture	Well Name		Venture	Well Name
1505	102573	NICHOLS EAST UNIT 4JM	1547	102657	HORNED FROG 46 A 1LS
1506	102574	NICHOLS EAST UNIT 3WA	1548	102658	HORNED FROG 46 B 1WA
1507	102577	CUMBERLAND WEST D 3404WA	1549	102659	HORNED FROG 46 D 2LS
1508	102578	GRIDIRON N005WA	1550	102660	HORNED FROG 46 E 2WA
1509	102579	GRIDIRON N005WB	1551	102662	MABEE BREEDLOVE 131MS
1510	102580	GRIDIRON N006LS	1552	102663	MABEE BREEDLOVE 131LS
1511	102581	GRIDIRON N006MS	1553	102664	MABEE BREEDLOVE 2101JM
1512	102586	SOTO 43-7 (ALLOC-1SH) 1LB	1554	102665	MABEE BREEDLOVE 2101LS
1513	102587	SOTO 43-7 (ALLOC-1SH) 2LA	1555	102672	STATE AMBUSH 45-44 F 6BS
1514	102604	JONES HOLTON A 20JM	1556	102676	ALTURA 15-22 UNIT 2BS
1515	102611	MISSOULA UNIT 805LS	1557	102682	FIRE FROG 57-32 A 1WA
1516	102612	MISSOULA UNIT 816MS	1558	102683	FIRE FROG 57-32 B 2BS
1517	102613	MISSOULA UNIT 806LS	1559	102684	FIRE FROG 57-32 C 3WA
1518	102614	MISSOULA UNIT 817MS	1560	102685	FIRE FROG 57-32 D 4BS
1519	102615	UL COMANCHE D 29-42 2JM	1561	102686	GLENN RILEY 30-42 A 1WA
1520	102616	UL COMANCHE E 29-42 2LS	1562	102687	GLENN RILEY 30-42 B 1WB
1521	102618	TOMAHAWK 2425 C 1WA	1563	102688	GLENN RILEY 30-42 C 2WA
1522	102619	TOMAHAWK 2425 D 1WB	1564	102689	GLENN RILEY 30-42 D 2WB
1523	102620	TOMAHAWK 2425 E 2WA	1565	102694	LEAP FROG 47-11 E 3WA
1524	102621	TOMAHAWK 2425 F 2WB	1566	102696	LEAP FROG 47-11 F 3LS
1525	102622	UL COMANCHE F 29-42 2WA	1567	102699	LEAP FROG 47-11 H 4MS
1526	102623	JONES HOLTON B 21LS	1568	102740	STATE NEAL LETHCO SR 24-115 A 1BS
1527	102624	BLACKFOOT EAST B 705JM	1569	102741	STATE NEAL LETHCO SR 24-115 B 2BS
1528	102626	FEARLESS 136-137 A 8WB	1570	102743	ALTURA 10-3 UNIT 2WA
1529	102628	NEAL LETHCO 31-36 F 6BS	1571	102745	LEAP FROG 47-11 G 4WA
1530	102629	PAPER RINGS 136-137 A 1WB	1572	102748	STATE SAN SABA 15-14 UNIT 3WA
1531	102630	(SOLD) SITES 9-4 D 5WA	1573	102749	STATE SAN SABA 15-14 UNIT 4WA
1532	102631	(SOLD) SITES 9-4 E 7WA	1574	102756	UL CARNIOLAN 7-49 A 1LS
1533	102633	UL ANTHEM MAY 13-12 A 1H	1575	102757	UL CARNIOLAN 7-49 B 2LS
1534	102637	NEAL LETHCO 31-36 G 7BS	1576	102758	UL CARNIOLAN 7-49 C 1MS
1535	102639	JONES HOLTON D 21WB	1577	102759	UL CARNIOLAN 7-49 D 2MS
1536	102640	W H 48 UNIT 1JM	1578	102761	NICHOLS EAST UNIT R001WB
1537	102641	W H 48 UNIT 2MS	1579	102770	CLARK L.C. ESTATE 2
1538	102643	WESTLAW 0904 H 4WA	1580	102771	COURTNEY COWDEN 1
1539	102644	UNIVERSITY 7-10 B 4	1581	102772	COWDEN 2
1540	102645	UNIVERSITY A 7-19 4	1582	102773	MUSTANG D 14
1541	102646	UNIVERSITY 7-10 B 1	1583	102774	MUSTANG D13
1542	102648	UNIVERSITY 7-19 B 2	1584	102776	THOMASON W. A. 1
1543	102651	STATE BIGGS 12A-2 UNIT 5WA	1585	102781	ALTAI 23 1BS
1544	102654	WESTLAW 0904 Q 3WA	1586	102784	DONATELLO UNIT 4-1 603H
1545	102655	STATE CLIFFHANGER 26-27 UNIT 6BS	1587	102786	UL AUDIBLE 30-44 A 1JM
1546	102656	BLACKFOOT EAST C 705LS	1588	102787	UL AUDIBLE 30-44 B 1LS

	Venture	Well Name		Venture	Well Name
1589	102792	ALTURA 10-3 UNIT 3BS	1631	102865	UL AUDIBLE 30-44 D 2MS
1590	102793	STATE MCGARY 16-9 UC 3BS	1632	102866	UL AUDIBLE 30-44 E 2LS
1591	102802	HORNED FROG 46 G 3LS	1633	102867	UL AUDIBLE 30-44 F 2WA
1592	102803	HORNED FROG 46 H 3WA	1634	102868	SMITH JALONICK 16-21 E 2MS
1593	102804	HORNED FROG 46 J 4WA	1635	102869	SMITH JALONICK 16-21 E 2LS
1594	102805	BULLFROG 47 SW UNIT 8MS	1636	102870	SMITH JALONICK 16-21 E 2WA
1595	102812	ALTAI 23 2WA	1637	102871	SMITH JALONICK 16-21 E 2WB
1596	102814	STATE JUTLAND 15-2 A 2WA	1638	102872	LEAP FROG 47-11 A 1WA
1597	102815	STATE JUTLAND 15-2 B 3WA	1639	102873	LEAP FROG 47-11 B 1LS
1598	102816	ALTURA 15-22 UNIT 3WA	1640	102874	LEAP FROG 47-11 C 2WA
1599	102818	ROMAN 19 A 1LS	1641	102875	LEAP FROG 47-11 D 2LS
1600	102819	ROMAN 19 B 1WA	1642	102876	BLACK STONE 1-12 I 6BS
1601	102821	STATE JUTLAND 15-2 C 4BS	1643	102911	BESSIE 44-41 (ALLOC-2NH) 1LL
1602	102822	MABEE BREEDLOVE AB 2404MS	1644	102912	BESSIE 44-41 (ALLOC-1NH) 2UL
1603	102823	MABEE BREEDLOVE AD 2405MS	1645	102913	BESSIE 44-41 (ALLOC-2NH) 3JM
1604	102825	STATE MCGARY 16-9 UB 2BS	1646	102914	BESSIE 44-41 (ALLOC-1NH) 5LB
1605	102826	MABEE BREEDLOVE AA 2404LS	1647	102915	BESSIE 44-41 (ALLOC-2NH) 6UB
1606	102827	MABEE BREEDLOVE AC 2405LS	1648	102916	BESSIE 44-41 (ALLOC-1NH) 7LA
1607	102828	MABEE BREEDLOVE M 2402JM	1649	102917	BESSIE 44-41 (ALLOC-2NH) 8UA
1608	102829	MABEE BREEDLOVE O 2403JM	1650	102933	CROSS 36 1
1609	102830	MABEE BREEDLOVE L 2401LS	1651	102934	CROSS 36 2
1610	102831	MABEE BREEDLOVE N 2402LS	1652	102942	(SOLD) ERNESTINE 23 1
1611	102832	MABEE BREEDLOVE X 2403LS	1653	102943	FRANKLIN 23 1
1612	102839	BILLINGS UNIT 807WB	1654	102944	FRANKLIN 23 2
1613	102840	MISSOULA UNIT 806WA	1655	102959	GORMAN 11 1
1614	102841	BLACKFOOT EAST F 706MS	1656	102960	GORMAN 11 2
1615	102843	BLACKFOOT EAST G 706LS	1657	102962	GORMAN 12 2
1616	102845	ALTAI 24-23 A 3BS	1658	102963	GORMAN 12 3
1617	102846	ALTAI 24-23 B 4WA	1659	102964	GORMAN 12 4
1618	102847	ROMAN 19 C 2LS	1660	102965	GORMAN 12 5
1619	102848	ROMAN 19 D 2WA	1661	102967	GRAVES 3A 2
1620	102849	BLACKFOOT EAST D 706WA	1662	103013	JOHNSON 4 2
1621	102853	UL COMANCHE I 29-42 3MS	1663	103045	MARGARET M4 (ALLOC-1SH) 1LB
1622	102854	UL COMANCHE H 29-42 3LS	1664	103046	MARGARET M4 (ALLOC-1SH) 2LA
1623	102855	UL COMANCHE J 29-42 3WA	1665	103047	MARGARET M4 (ALLOC-1SH) 3LL
1624	102856	TOMAHAWK 2425 G 3WA	1666	103048	MARGARET M4 (ALLOC-1SH) 5UB
1625	102858	TOMAHAWK 2425 I 4WA	1667	103049	MARGARET M4 (ALLOC-2SH) 4LB
1626	102860	GRIDIRON N005JM	1668	103050	MARGARET M4 (ALLOC-2SH) 6LL
1627	102861	GRIDIRON N005LS	1669	103051	MARGIE 9-4 (ALLOC-1NH) 1LL
1628	102862	GRIDIRON N004WA	1670	103052	MARGIE 9-4 (ALLOC-1NH) 10UB
1629	102863	BLACKFOOT EAST E 706WB	1671	103053	MARGIE 9-4 (ALLOC-1NH) 11LA
1630	102864	UL AUDIBLE 30-44 C 1WA	1672	103054	MARGIE 9-4 (ALLOC-1NH) 12UA

	Venture	Well Name		Venture	Well Name
1673	103055	MARGIE 9-4 (ALLOC-1NH) 2UL	1715	103138	WALKER 14-11 (ALLOC-2NH) 4LR
1674	103056	MARGIE 9-4 (ALLOC-1NH) 3JM	1716	103141	WILSON 1
1675	103057	MARGIE 9-4 (ALLOC-1NH) 4MM	1717	103147	MAVERICK 11-2 C 3WA
1676	103058	MARGIE 9-4 (ALLOC-1NH) 9LB	1718	103148	MAVERICK 11-2 E 5LS
1677	103066	NANCE 6 1	1719	103149	MAVERICK 11-2 A 1JM
1678	103067	NANCE 6-B 1	1720	103150	MAVERICK 11-2 B 2LS
1679	103069	(PA) PARHAM 31 1	1721	103151	MAVERICK 11-2 J 10WA
1680	103074	REYNOLDS 2 2	1722	103152	MAVERICK 11-2 I 9LS
1681	103075	REYNOLDS 2 3	1723	103153	MAVERICK 11-2 G 7WA
1682	103076	RICHMOND 43 1	1724	103154	MAVERICK 11-2 H 8JM
1683	103078	ROY 1-2	1725	103159	GUARDIAN 250 C 3JM
1684	103079	ROY 1-3	1726	103160	SILVERADO 40-1 A 1JM
1685	103080	ROY 1-4	1727	103161	MAVERICK 11-2 F 6WB
1686	103085	SHAFFER 15 1	1728	103162	GUARDIAN 250 A 1LS
1687	103087	SHARK 14-23 (ALLOC-1SH) 1LL	1729	103163	GUARDIAN 250 E 5WA
1688	103088	SHARK 14-23 (ALLOC-1SH) 2UA	1730	103164	GUARDIAN 250 D 4LS
1689	103089	SHARK 14-23 (ALLOC-1SH) 3UB	1731	103165	SILVERADO 40-1 C 3WA
1690	103090	SHARK 14-23 (ALLOC-1SH) 4LB	1732	103167	SILVERADO 40-1 B 2LS
1691	103091	SHARK 14-23 (ALLOC-1SH) 5UL	1733	103172	STATE SAN SABA 15-14 UNIT 1WA
1692	103092	SHARK 14-23 (ALLOC-1SH) 7MM	1734	104220	DWYER SAM J. ET AL 1
1693	103093	SHARK 14-23 (ALLOC-2SH) 10MM	1735	104222	SAGE 37-36 A 1MS
1694	103094	SHARK 14-23 (ALLOC-2SH) 6JM	1736	104224	SAGE 37-36 C 3LS
1695	103095	SHARK 14-23 (ALLOC-2SH) 8LL	1737	104225	SAGE 37-36 D 4WA
1696	103096	SHARK 14-23 (ALLOC-2SH) 9UL	1738	104226	SAGE 37-36 E 5WB
1697	103097	SOTO 43-7 (ALLOC-3SH) 3LB	1739	104230	SILVERADO 40-1 K 11WA
1698	103098	SOTO 43-7 (ALLOC-1SH) 4JM	1740	104231	STATE BIGGS 12-19 A 1BS
1699	103099	SOTO 43-7 (ALLOC-4SH) 5LB	1741	104232	VINEYARD 23-8 A 1JM
1700	103100	STEVEN 2 1	1742	104233	VINEYARD 23-8 B 1LS
1701	103101	STEVEN 2 2	1743	104234	SMITH JALONICK 16-21 C 1JM
1702	103102	STEVEN 2 3	1744	104240	VINEYARD 23-8 C 1WA
1703	103103	STEVEN 2 4	1745	104241	SMITH JALONICK 16-21 C 1LS
1704	103127	WALKER 14-11 (ALLOC-3NH) 5LB	1746	104245	SILVERADO 40-1 F 6LS
1705	103128	WALKER 14-11 (ALLOC-3NH) 6LA	1747	104246	VINEYARD 23-8 D 2JM
1706	103129	WALKER 14-11 (ALLOC-4NH) 7LB	1748	104247	SMITH JALONICK 16-21 C 1WA
1707	103130	WALKER 14-11 (ALLOC-5NH) 8LA	1749	104248	SMITH JALONICK 16-21 C 1WB
1708	103131	WALKER 14-11 (ALLOC-5NH) 9LB	1750	104249	SILVERADO 40-1 G 7LS
1709	103132	WALKER 14-11 (ALLOC-6NH) 10LA	1751	104250	VINEYARD 23-8 E 2LS
1710	103133	WALKER 14-11 (ALLOC-6NH) 11LB	1752	104251	VINEYARD 23-8 F 2WA
1711	103134	WALKER 14-11 (ALLOC-7NH) 12LA	1753	104254	SILVERADO 40-1 H 8WA
1712	103135	WALKER 14-11 (ALLOC-1NH) 1UA	1754	104255	SILVERADO 40-1 I 9WB
1713	103136	WALKER 14-11 (ALLOC-1NH) 3UL	1755	104256	SILVERADO 40-1 J 10WB
1714	103137	WALKER 14-11 (ALLOC-2NH) 2UB	1756	104261	GUARDIAN 250 F 6MS

	Venture	Well Name		Venture	Well Name
1757	104262	GUARDIAN 250 G 7MS	1799	104411	STATE CHAPMAN 26-27 UNIT 1WA
1758	104263	UL CARNIOLAN 7-49 I 3WB	1800	104412	STATE NEAL LETHCO 36-32 UNIT 3WA
1759	104264	UL CARNIOLAN 7-49 G 3LS	1801	104413	STATE NEAL LETHCO 36-32 UNIT 4WA
1760	104265	UL CARNIOLAN 7-49 J 4MS	1802	104414	BLACKFOOT WEST UNIT 702WB
1761	104266	UL CARNIOLAN 7-49 H 4LS	1803	104415	NEAL LETHCO 34-33 B UNIT 3WA
1762	104267	MOORE SHARK 10-9 UNIT 3WA	1804	104417	BULLFROG 47 NORTH UNIT 3LS
1763	104271	MOORE SHARK 10-9 UNIT 6BS	1805	104418	BULLFROG 47 NORTH UNIT 3WA
1764	104276	WATCHMAN 30-26 A 1BS	1806	104419	WARMBLOOD UNIT 7372 1WA
1765	104277	WATCHMAN 30-26 B 2BS	1807	104423	SIBLEY 3-2 2WA
1766	104278	ST W 708LS	1808	104424	SIBLEY 3-2 3WA
1767	104279	ST W 709LS	1809	104432	ALEXANDER 4-45 1H
1768	104286	WALER STATE UNIT 4 2WA	1810	104433	ALEXANDER 4-45 2H
1769	104287	WALER STATE UNIT 4 3WA	1811	104436	BLACK STONE 1 2H
1770	104297	ST W 4305LS	1812	104437	BLACK STONE 2-11 1H
1771	104300	ST W 4307LS	1813	104438	BLACK STONE 6 1H
1772	104301	ST W 4309LS	1814	104439	BLACK STONE STATE 12 2H
1773	104302	ST W 4310LS	1815	104440	BRIGHAM 3-10 1H
1774	104303	ST W 4308LS	1816	104441	(SOLD) CROCKETT 311 1H
1775	104304	ST W 4306LS	1817	104443	ELIJAH 2-6 1H
1776	104308	BUTTE UNIT 804WA	1818	104444	HALL 28 1H
1777	104309	MIDDLE KNOTT UNIT 21 5LS	1819	104445	HARRAL 9 1H
1778	104329	ERWIN WALTON 1	1820	104448	LOWE 4-9 1H
1779	104330	MCGREGOR 19 E 3LS	1821	104451	MCCOMBS 2 1H
1780	104331	MCGREGOR 19 G 4LS	1822	104452	MCCOMBS 2 2H
1781	104332	MCGREGOR 19 H 4WA	1823	104453	MCCOMBS STATE 1-12 1H
1782	104333	NEAL LETHCO 34-33 A UNIT 13WA	1824	104454	MCCOMBS STATE 1-12 2H
1783	104334	NEAL LETHCO 34-33 A UNIT 14BS	1825	104455	MCINTYRE STATE 34-33 UNIT 1WA
1784	104335	WARFIELD EAST L 101WA	1826	104456	MCINTYRE STATE 34-33 UNIT 2SB
1785	104336	WARFIELD EAST M 102WA	1827	104457	MCINTYRE STATE 34-35 1H
1786	104337	MCINTYRE STATE 34-35 UNIT 4WA	1828	104458	MCINTYRE STATE 38 1H
1787	104338	MCINTYRE STATE 34-35 UNIT 3WA	1829	104459	MCINTYRE STATE 40 1H
1788	104339	MCINTYRE STATE 34-35 UNIT 2WA	1830	104462	NEAL LETHCO 16 1H
1789	104340	NEAL LETHCO 38-13 B 2WA	1831	104463	NEAL LETHCO 18 1H
1790	104366	RILEY Y 1807 6WA	1832	104464	NEAL LETHCO 28-27 UNIT 1H
1791	104367	RILEY Z 1807 7WB	1833	104465	NEAL LETHCO 29 1H
1792	104368	RILEY AA 1807 7WA	1834	104466	NEAL LETHCO 31 1H
1793	104377	CUMBERLAND WEST E 3401LS	1835	104467	NEAL LETHCO 35-36 UNIT 1WA
1794	104378	CUMBERLAND WEST F 3401WA	1836	104470	OATES 10N-2 1H
1795	104379	CUMBERLAND WEST G 3401WB	1837	104471	PAGE ROYALTY 31 1H
1796	104380	CUMBERLAND WEST B 3402LS	1838	104473	SIBLEY 3-2 1H
1797	104409	STATE EOT WHALE UNIT 30-26 3WA	1839	104474	SABINE 10S-2 1H
1798	104410	STATE EOT WHALE UNIT 30-26 2WA	1840	104476	ROCK RIVER STATE 30 1H

	Venture	Well Name		Venture	Well Name
1841	104478	STATE MCGARY 16 1H	1883	104545	PAGE ROYALTY STATE 31-32 B 2SB
1842	104479	BLACK STONE 1 101	1884	104546	STATE CHAPMAN 26-27 UNIT 3WA
1843	104480	STEWART 30 1	1885	104547	STATE NEAL LETHCO 36-32 UNIT 8BS
1844	104481	STEWART 30 1H	1886	104548	STATE NEAL LETHCO 36-32 UNIT 7BS
1845	104482	STEWART 28-21 UNIT 1H	1887	104549	TREE FROG 47 WEST UNIT 5LS
1846	104483	STEWART 22-15 1H	1888	104550	REED 1 F 4WA
1847	104485	TYTEX 41-42 1H	1889	104551	TREE FROG 47 EAST C 3LS
1848	104488	MCINTYRE STATE 40 2H	1890	104552	WILSON 8-7 UNIT 1WA
1849	104489	MCINTYRE STATE 38 2H	1891	104553	STATE ELBERT 7-8 UNIT 1WA
1850	104490	(PA) RILEY GLENN A 1	1892	104554	SAN LUIS 6-1 UNIT 1WA
1851	104491	(PA) RILEY GLENN 1	1893	104555	SHERMAN 6-9 UNIT 1WA
1852	104494	NEAL LETHCO 17-18 A 1WA	1894	104556	NEAL LETHCO 39-40-12 UNIT 2BS
1853	104495	NEAL LETHCO 16-15 A 1WA	1895	104557	NEAL LETHCO 39-40-12 UNIT 1WA
1854	104496	WARLANDER 502WA	1896	104558	NEAL LETHCO 16-15 C 3WA
1855	104497	NEAL LETHCO 39-37 UNIT 4WA	1897	104559	STATE CLIFFHANGER 26-27 UNIT 3WA
1856	104498	NEAL LETHCO 39-37 UNIT 3WA	1898	104561	BLACK STONE STATE 1-12 C 1WA
1857	104499	STATE SLICKROCK 24-20 UNIT 1WA	1899	104562	HOLE IN THE ROCK 46-47 A 1WA
1858	104500	BLACK STONE STATE 1-12 A 1WB	1900	104563	STATE NEAL LETHCO 27-25 UNIT 3WA
1859	104501	BLACK STONE STATE 1-12 B 1SB	1901	104564	STATE NEAL LETHCO 27-25 UNIT 4BS
1860	104506	KELLEY STATE KAMO B 22-23 2WA	1902	104565	NEAL LETHCO 34-33 B UNIT 8TB
1861	104510	NEAL LETHCO 35-36 UNIT 3WA	1903	104566	BLAZER UNIT 14 2WA
1862	104511	NEAL LETHCO 35-36 UNIT 4WA	1904	104568	MABEE BREEDLOVE 1
1863	104517	STATE BIGGS 12A-2 UNIT 3WA	1905	104569	MABEE BREEDLOVE 2
1864	104518	AMANDA 14 1	1906	104570	MABEE BREEDLOVE 3
1865	104519	AMANDA 14 2	1907	104571	MABEE BREEDLOVE 4
1866	104520	AMANDA 14 3	1908	104572	MABEE BREEDLOVE 5
1867	104521	AMANDA 14 5H	1909	104573	MABEE BREEDLOVE 6
1868	104522	NEAL LETHCO 17-18 B 2WA	1910	104574	MABEE BREEDLOVE 7
1869	104523	PAGE ROYALTY STATE 31-32 A 1WA	1911	104575	MABEE BREEDLOVE 8
1870	104524	STATE NEAL LETHCO 27-25 UNIT 1WA	1912	104576	MABEE BREEDLOVE 9
1871	104525	STATE NEAL LETHCO 27-25 UNIT 2WA	1913	104577	MABEE BREEDLOVE 10
1872	104528	NEAL LETHCO 34-33 B UNIT 7SB	1914	104578	MABEE BREEDLOVE 11
1873	104529	NEAL LETHCO 34-33 A UNIT 9BS	1915	104579	MABEE BREEDLOVE 12
1874	104530	NEAL LETHCO 34-33 A UNIT 10BS	1916	104580	MABEE BREEDLOVE 13
1875	104532	NEAL LETHCO C 21-22 3WA	1917	104581	MABEE BREEDLOVE 14
1876	104533	NEAL LETHCO 35-36 UNIT 6WA	1918	104582	MABEE BREEDLOVE 2201H
1877	104534	NEAL LETHCO 35-36 UNIT 5WA	1919	104583	MABEE BREEDLOVE 2301LS
1878	104539	STATE CLIFFHANGER 26-27 UNIT 1WA	1920	104584	MABEE BREEDLOVE 2202H
1879	104541	BLACK STONE 11-2 B 2WA	1921	104585	MABEE BREEDLOVE 2302H
1880	104542	BLACK STONE 11-2 A 1BS	1922	104586	MABEE BREEDLOVE 2105H
1881	104543	STATE AMBUSH 45-44 A 1WA	1923	104588	MABEE BREEDLOVE 4001LS
1882	104544	NEAL LETHCO 16-15 B 2WA	1924	104589	MABEE BREEDLOVE 4003LS

	Venture	Well Name		Venture	Well Name
1925	104590	MABEE BREEDLOVE 4002H	1967	104645	CTL O'BRIEN ET AL 1202
1926	104591	MABEE BREEDLOVE 4004H	1968	104648	ESTES FARMS 10 1
1927	104592	MABEE BREEDLOVE 2303WB	1969	104649	ESTES FARMS 10 2
1928	104593	MABEE BREEDLOVE 2304WB	1970	104651	ESTES FARMS 11 1
1929	104594	MABEE BREEDLOVE 2305WB	1971	104655	JAMES BROWN 18 1
1930	104595	MABEE BREEDLOVE 2306WB	1972	104657	JAMES BROWN 21 1
1931	104596	MABEE BREEDLOVE 3901LS	1973	104658	JAMES BROWN 23 1
1932	104597	MABEE BREEDLOVE 3903LS	1974	104668	LINDSEY 24 1
1933	104598	MABEE BREEDLOVE 3905LS	1975	104669	LINDSEY 24 2
1934	104599	MABEE BREEDLOVE 3902LS	1976	104671	LINDSEY 25 1R
1935	104600	MABEE BREEDLOVE 3904LS	1977	104672	LINDSEY 25 2
1936	104601	MABEE BREEDLOVE 3906LS	1978	104673	LOMOCO 2 1
1937	104602	METCALF UNIT 21 1WA	1979	104674	LOMOCO 2 2
1938	104603	MIDDLE KNOTT UNIT 21 1WA	1980	104676	OZIER 11 1
1939	104604	MIDDLE KNOTT UNIT 21 2WA	1981	104677	OZIER 11 2
1940	104605	MIDDLE KNOTT UNIT 21 3WA	1982	104678	SPECK 1 1
1941	104606	MIDDLE KNOTT UNIT 21 4WA	1983	104679	SPECK 1 2
1942	104607	MABEE BREEDLOVE C 2307LS	1984	104685	ESTES B UNIT 1602LS
1943	104608	MABEE BREEDLOVE B 2305LS	1985	104686	ESTES B UNIT 1604LS
1944	104609	MABEE BREEDLOVE A 2303LS	1986	104689	ASRO 13 UNIT 2LS
1945	104610	MIDDLE KNOTT UNIT 21 1LS	1987	104690	ASRO 13 UNIT 2WA
1946	104611	MIDDLE KNOTT UNIT 21 2LS	1988	104691	ASRO 13 UNIT 3LS
1947	104613	MIDDLE KNOTT UNIT 21 4LS	1989	104692	ASRO 13 UNIT 3WA
1948	104614	LILLY 49 UNIT 4WA	1990	104724	UL BLK 6 DDU A UNIT 4006WA
1949	104615	LILLY 49 UNIT 4LS	1991	104725	UL BLK 6 DDU A UNIT 4007WA
1950	104616	LILLY 49 UNIT 3WA	1992	104726	UL BLK 6 DDU A UNIT 4009WA
1951	104617	LILLY 49 UNIT 3LS	1993	104727	UL BLK 6 DDU A 3105MS
1952	104618	MABEE BREEDLOVE 2302LS	1994	104728	UL BLK 6 DDU A 3106JM
1953	104619	MABEE BREEDLOVE 2304LS	1995	104729	STATE OBERLANDER 15-4 A 1WA
1954	104622	REED 1 G 4LS	1996	104731	ASRO JR. UNIT 4LS
1955	104627	TREE FROG 47 WEST UNIT 5WA	1997	104732	LINE DRIVE K 3LS
1956	104629	BLOCK HA 7 1	1998	104733	LINE DRIVE O 3JM
1957	104630	BLOCK HA 7 2	1999	104734	LINE DRIVE H 3WA
1958	104631	BLOCK HA 7 3	2000	104735	LINE DRIVE L 4LS
1959	104632	BLOCK HA 7 4	2001	104749	W H 48 UNIT 1LS
1960	104633	BLOCK HA 7 5	2002	104750	TARGET I 3907WB
1961	104635	UNIV2 HR1 8	2003	104751	TARGET H 3905WA
1962	104636	COLDBLOOD STATE 7372 UNIT 1WA	2004	104752	TARGET J 3906WB
1963	104640	BLACKWELL 8 1	2005	104753	ADAMS 43-6 A 601MS
1964	104641	COTHAM 21 1	2006	104754	ST-ST RR M 505LS
1965	104643	CTL O'BRIEN ET AL 901	2007	104755	ST-ST RR N 500LS
1966	104644	CTL O'BRIEN ET AL 902	2008	104756	ST-ST RR L 506LS

	Venture	Well Name		Venture	Well Name
2009	104757	ST S-ST RR K 505WA	2051	104811	LINE DRIVE J 2LS
2010	104758	WARLANDER 501WA	2052	104812	LINE DRIVE N 2MS
2011	104759	ROGERS 6 UNIT 4WA	2053	104813	LINE DRIVE M 1JM
2012	104760	ROGERS 6 UNIT 3TB	2054	104814	LILLY 49 UNIT 2LS
2013	104762	TARGET O 3902WA	2055	104815	NEAL LETHCO 35-36 UNIT 2WA
2014	104763	TARGET P 3903WB	2056	104816	NEAL LETHCO 34-33 B UNIT 5WA
2015	104764	TARGET Q 3903WA	2057	104819	NEAL LETHCO 34-33 B UNIT 4WA
2016	104765	TARGET R 3904WA	2058	104826	BOMBARDIER C UNIT 401WA
2017	104766	LE PETIT POIS 1	2059	104828	BOMBARDIER C UNIT 404LS
2018	104767	UL LEAFCUTTER B 2LS	2060	104829	BOMBARDIER C UNIT 403LS
2019	104768	UL LEAFCUTTER A 1LS	2061	104830	KELLEY STATE KAMO A 22-23 1WA
2020	104769	UL LEAFCUTTER C 3LS	2062	104831	NEAL LETHCO B 21-22 2WA
2021	104770	UL LEAFCUTTER D 4LS	2063	104832	STATE NEAL LETHCO 36-32 UNIT 6WA
2022	104772	NEAL LETHCO 34-33 A UNIT 2WA	2064	104833	STATE NEAL LETHCO 36-32 UNIT 5WA
2023	104773	NEAL LETHCO 39-37 UNIT 1BS	2065	104834	WARLANDER 503WA
2024	104774	NEAL LETHCO 39-37 UNIT 2WA	2066	104835	STATE BRUMBY 6-A 1WA
2025	104775	MCGREGOR 19 F 3WA	2067	104837	MABEE BREEDLOVE 4008LS
2026	104776	NEAL LETHCO 34-33 B UNIT 12WA	2068	104838	MABEE BREEDLOVE 4006LS
2027	104777	NEAL LETHCO STATE 24-23 UNIT 6WA	2069	104839	MABEE BREEDLOVE 4004LS
2028	104780	RAY 3427 D 2WA	2070	104840	MABEE BREEDLOVE 4002LS
2029	104781	ASRO 13 UNIT 1LS	2071	104841	NEAL LETHCO 17-18 C 3WA
2030	104782	ASRO 13 UNIT 1WA	2072	104843	REDCLOUD 3-5 UNIT 1WA
2031	104783	ASRO 13 UNIT 1WB	2073	104844	HURON 2-5 UNIT 1WA
2032	104785	UNIVERSITY 8-1 2	2074	104848	NEAL LETHCO 39-37 UNIT 5WA
2033	104789	UNIVERSITY -I- 3	2075	104849	NEAL LETHCO 39-37 UNIT 6WA
2034	104790	BOMBARDIER C UNIT 406LS	2076	104852	EDITH BOOKS -A- 1
2035	104791	BOMBARDIER C UNIT 404WA	2077	104854	BOOKS EDITH 110
2036	104792	BOMBARDIER C UNIT 405LS	2078	104859	HANSON EAST B 6WD
2037	104793	TARGET K 3906WA	2079	104860	HANSON WEST A 2WA
2038	104794	TARGET L 3908WB	2080	104861	PERCHERON 46-45 B 2WA
2039	104795	TARGET M 3907WA	2081	104862	PERCHERON 46-45 A 1WA
2040	104796	BOMBARDIER C UNIT 403WA	2082	104865	W H 48 UNIT 1WA
2041	104797	W H 48 UNIT 2LS	2083	104866	W H 48 UNIT 2WA
2042	104798	W H 48 UNIT 3LS	2084	104867	D EVANS O 2
2043	104799	W H 48 UNIT 3WA	2085	105029	BLACKFOOT WEST UNIT 701WB
2044	104800	W H 48 UNIT 4WA	2086	105030	BLACKFOOT WEST UNIT 701WA
2045	104801	STATE EOT WHALE UNIT 30-26 1WA	2087	105031	BLACKFOOT WEST UNIT 701LS
2046	104806	NEAL LETHCO A 21-22 1WA	2088	105032	BOMBARDIER B UNIT 406WA
2047	104807	BLAZER UNIT 14 1WA	2089	105033	BOMBARDIER A UNIT 407LS
2048	104808	ST E 3803WB	2090	105034	BOMBARDIER A UNIT 408LS
2049	104809	ST E UNIT 3804MS	2091	105035	BOMBARDIER A UNIT 405WA
2050	104810	LINE DRIVE F 3WB	2092	105036	BLACKFOOT WEST UNIT 702LS

	Venture	Well Name		Venture	Well Name
2093	105037	WHITEFISH UNIT 801WB	2135	105112	GRANTHAM 50 2
2094	105038	WHITEFISH UNIT 801WA	2136	105114	BULLFROG 47 NORTH UNIT 1LS
2095	105039	ST-ST RR R 506WA	2137	105115	BULLFROG 47 NORTH UNIT 1WA
2096	105040	ST-ST RR P 507LS	2138	105116	BULLFROG 47 SOUTH UNIT 2LS
2097	105041	ST-ST RR Q 508LS	2139	105117	BULLFROG 47 SOUTH UNIT 2WA
2098	105042	WHITEFISH UNIT 802LS	2140	105118	TARGET F 3901WA
2099	105043	WHITEFISH UNIT 801LS	2141	105119	TARGET G 3901WB
2100	105044	ST-ST RR O 507WA	2142	105120	TARGET D 3904WB
2101	105045	BUTTE UNIT 805WB	2143	105122	TARGET B 3905WB
2102	105053	STATE ARDENNES UNIT 1101WA	2144	105123	TARGET E 3902WB
2103	105061	MABEE BREEDLOVE 2306LS	2145	105144	COWDEN 1
2104	105062	MABEE BREEDLOVE 2308LS	2146	105145	COWDEN 2
2105	105074	POWELL 36 1	2147	105146	COWDEN A 1
2106	105076	REED 1 A 1WA	2148	105147	COWDEN A 2
2107	105077	REED 1 A 1WB	2149	105148	VINEYARD HZ L UNIT 9702JM
2108	105078	REED 1 A 1LS	2150	105149	VINEYARD HZ L UNIT 9703MS
2109	105079	HUGHES 17 1	2151	105150	POWELL SN 36-25 02 102H
2110	105080	HUGHES 17 2	2152	105151	POWELL SN 36-25 04 104H
2111	105081	HUGHES 49 1	2153	105152	POWELL SN 36-25 06 106H
2112	105082	HUGHES 49 2	2154	105153	POWELL SN 36-25 06 606H
2113	105083	JANE M GRAVES B 1WB	2155	105154	POWELL SN 36-25 06 806H
2114	105084	JANE M GRAVES A 3WA	2156	105155	NICHOLS EAST UNIT 1LS
2115	105085	DAVIS 46 4R	2157	105156	NICHOLS EAST UNIT 2LS
2116	105086	DAVIS 46A 1	2158	105157	NICHOLS EAST UNIT 1WA
2117	105087	DAVIS-BAKER UNIT 1	2159	105158	NICHOLS EAST UNIT 2WA
2118	105088	EMILY UNIT 1	2160	105159	SHORTES 40 UNIT 3LS
2119	105090	HALL TRUST 38 1	2161	105160	SHORTES 40 UNIT 2LS
2120	105091	HALL TRUST 38 2	2162	105161	NEAL LETHCO 34-33 B UNIT 11WB
2121	105095	NICHOLS 17 2	2163	105162	VINEYARD HZ L UNIT 9702LS
2122	105096	NICHOLS 17 3	2164	105163	VINEYARD HZ L UNIT 9702WA
2123	105097	NICHOLS 17 4	2165	105164	VINEYARD HZ L UNIT 9703LS
2124	105098	NICHOLS 17 5	2166	105165	VINEYARD HZ L UNIT 9703WA
2125	105102	RILEY B 1807 1WA	2167	105166	RAY 3427 C 1WA
2126	105103	RILEY C 1807 1WB	2168	105167	RAY 3427 E 3WA
2127	105104	RILEY D 1819 4WB	2169	105168	NEAL LETHCO 38-13 A 1WA
2128	105105	RILEY E 1819 5WB	2170	105169	MCINTYRE STATE 34-33 UNIT 3WA
2129	105106	ROMAN 19 1	2171	105170	MCINTYRE STATE 34-33 UNIT 4BS
2130	105107	ROMAN 19A 2	2172	105171	WARLANDER 504WB
2131	105108	ROMAN 20 1	2173	105172	WARLANDER 505BS
2132	105109	ROMAN 20 2	2174	105173	D EVANS B 2
2133	105110	ROMAN 20 3	2175	105174	D EVANS A 2
2134	105111	ROMAN 20 4	2176	105175	D EVANS C 1

	Venture	Well Name		Venture	Well Name
2177	105176	D EVANS D 1	2219	105228	TREE FROG 47 WEST UNIT 7WA
2178	105177	D EVANS E 1	2220	105229	TREE FROG 47 WEST UNIT 7LS
2179	105178	D EVANS F 1	2221	105230	STATE NEAL LETHCO 36-32 UNIT 2WA
2180	105179	(PA) D EVANS G1	2222	105231	STATE NEAL LETHCO 36-32 UNIT 1WA
2181	105180	D EVANS H 1	2223	105233	WARFIELD EAST C 103LS
2182	105181	D EVANS I 1	2224	105234	MISSOULA UNIT 806WB
2183	105182	D EVANS J 1	2225	105235	MABEE BREEDLOVE 2201LS
2184	105183	D EVANS K 1	2226	105236	MISSOULA UNIT 805WA
2185	105184	D EVANS N 1	2227	105237	BLACKFOOT WEST UNIT 702WA
2186	105185	D EVANS P 1	2228	105238	BLACKFOOT WEST UNIT 703WB
2187	105186	GRIDIRON N007LS	2229	105239	BLACKFOOT WEST UNIT 703LS
2188	105187	GRIDIRON N007WA	2230	105240	NEAL LETHCO 34-33 A UNIT 1WA
2189	105188	GRIDIRON N008LS	2231	105241	NEAL LETHCO 34-33 A UNIT 6WA
2190	105189	GRIDIRON N008WB	2232	105242	WARFIELD EAST B 102LS
2191	105190	BLACKFOOT EAST A 705WB	2233	105243	WARFIELD EAST D 104LS
2192	105191	JAGUAR EAST A 1LS	2234	105244	REED 1 D 3WA
2193	105192	BOZEMAN UNIT 802WA	2235	105245	REED 1 B 2WA
2194	105193	BOZEMAN UNIT 813WB	2236	105246	REED 1 C 2LS
2195	105196	RILEY P 1807 2WB	2237	105247	REED 1 E 3LS
2196	105197	RILEY R 1807 3WB	2238	105248	LILLY 49 UNIT 2WA
2197	105198	RILEY S 1807 3WA	2239	105249	LILLY 49 UNIT 1LS
2198	105199	RILEY Q 1807 2WA	2240	105250	LILLY 49 UNIT 1WB
2199	105201	WHITEFISH UNIT 802WB	2241	105251	LILLY 49 UNIT 1WA
2200	105202	WHITEFISH UNIT 812MS	2242	105252	STATE CHAPMAN 26-27 UNIT 2WA
2201	105203	BULLFROG 47 NORTH A UNIT 7WA	2243	105253	BUTTE UNIT 815MS
2202	105204	BULLFROG 47 NORTH A UNIT 7LS	2244	105257	MCGREGOR 19 A 1LS
2203	105205	TREE FROG 47 EAST A 1WA	2245	105258	MCGREGOR 19 B 1WA
2204	105206	TREE FROG 47 EAST A 1LS	2246	105259	MCGREGOR 19 C 2LS
2205	105207	TREE FROG 47 EAST C 3WA	2247	105260	MCGREGOR 19 D 2WA
2206	105209	MAYO SN 48-37 08 508H	2248	105263	BIG MAX 25 SE 10
2207	105210	MAYO SN 48-37 04 104H	2249	105264	SMITH SN 4837 03 203H
2208	105211	MAYO SN 48-37 06 106H	2250	105283	HURT 35 1
2209	105212	MAYO SN 48-37 08 108H	2251	105286	HANSON 2 1
2210	105213	KIMBERLY A 2001LS	2252	105287	HANSON 2 2
2211	105214	KIMBERLY B 2002LS	2253	105288	HANSON 2 3
2212	105215	KIMBERLY C 2003LS	2254	105289	HANSON 2 5
2213	105216	KIMBERLY D 2004LS	2255	105290	HANSON 2C 4
2214	105217	WARFIELD WEST E 201LS	2256	105291	HANSON 2C 6
2215	105218	WARFIELD WEST F 202LS	2257	105292	HANSON 2C 7
2216	105219	WARFIELD WEST G 203LS	2258	105293	HANSON 2C 8
2217	105220	WARFIELD WEST H 204LS	2259	105294	HANSON 46 1
2218	105221	WARFIELD WEST I 204WA	2260	105295	HANSON 46 2

	Venture	Well Name		Venture	Well Name
2261	105296	HANSON 46 3	2303	105360	CALVERLEY 4
2262	105297	HANSON 46 4	2304	105361	CALVERLEY 5
2263	105298	HANSON 46 5	2305	105362	CALVERLEY 6
2264	105299	HANSON 46 6	2306	105363	CALVERLEY 8
2265	105300	HANSON 46 A 7	2307	105364	CALVERLEY 1
2266	105301	HANSON 46 B 8	2308	105365	CLARK B 3
2267	105302	HANSON UNIT 1	2309	105366	(PA) CLARK D 7
2268	105309	BIG MAX 25 NE 8	2310	105372	ST E UNIT 3803LS
2269	105311	BIG MAX 25 NW 6	2311	105373	ST E UNIT 3803WA
2270	105318	ADAMS 37A 1	2312	105374	ST E UNIT 3804WB
2271	105325	ADAMS 48 1	2313	105375	ST E UNIT 3804LS
2272	105326	ADAMS UNIT 1	2314	105384	SAXON F 1102WB
2273	105328	FRYAR 2 1	2315	105385	SAXON E 1102WA
2274	105329	FRYAR 2 2	2316	105386	SAXON D 1102LS
2275	105330	FRYAR 19 1	2317	105391	AYERS UNIT 24 1H
2276	105331	FRYAR 19 2	2318	105395	JANE M. GRAVES UNIT 1H
2277	105332	GASKINS 15 1	2319	105396	EVELYN BAUER UNIT 1H
2278	105333	GASKINS 15 2	2320	105397	CURRY UNIT 1H
2279	105334	GASKINS 18 1	2321	105403	STATE 6 1
2280	105335	GASKINS 21 1	2322	105404	ROGERS 6 UNIT 2H
2281	105336	GASKINS 21 2	2323	105405	ROGERS 6 1
2282	105337	GASKINS 41 1	2324	105406	PHANTOM-BURKHOLDER UNIT 1H
2283	105338	GASKINS 41 2	2325	105407	LASATER GAS UNIT 13-1
2284	105339	GASKINS-ODDFELLOWS UNIT 1	2326	105408	ESTES C UNIT 1101LS
2285	105340	GASKINS 21 3	2327	105409	BUTTE UNIT R804LS
2286	105341	GASKINS 43 1R	2328	105410	(PA) COLLINS 31 1
2287	105342	GRANTHAM 12 1	2329	105412	BIG VALLEY 6-20 1H
2288	105343	GRANTHAM 12 2	2330	105415	HATCH ETHEL 2
2289	105344	GRANTHAM 12 3	2331	105416	PINOTAGE 3X
2290	105345	GRANTHAM 12 4	2332	105417	PINOTAGE 4
2291	105346	GRANTHAM 12 5	2333	105418	PINOTAGE 5
2292	105347	GRANTHAM 13 1	2334	105419	PINOTAGE 6
2293	105348	GRANTHAM 13 2	2335	105420	PINOTAGE 64 7
2294	105349	GRANTHAM 13 3A	2336	105421	PINOTAGE 8H
2295	105350	GRANTHAM 13 4	2337	105422	PINOTAGE 9
2296	105351	GRANTHAM 50 1	2338	105423	PINOTAGE 10
2297	105353	MCGREGOR 19 1	2339	105424	HAMLIN 16 1
2298	105354	LILLIE MAE 1	2340	105431	NICKEL 6-13 1H
2299	105356	JONES 1 1	2341	105432	(SOLD) TERRELL 1
2300	105357	LINE DRIVE A 1LS	2342	105433	(SOLD) TERRELL 2
2301	105358	(PA) CALVERLEY 2	2343	105434	WORSHAM 6-13 1H
2302	105359	CALVERLEY 3	2344	105435	(SOLD) TERRELL 3

	Venture	Well Name		Venture	Well Name
2345	105436	(SOLD) TERRELL 4	2387	105535	WILLIAMS 21 A 2WA
2346	105437	WORSHAM 6-13 2H	2388	105536	WILLIAMS 21 C 4WA
2347	105438	WORSHAM 6-13 3H	2389	105539	AYERS UNIT 24 2WA
2348	105441	ADAMS 43-6 E 101WA	2390	105540	AYERS UNIT 24 3WB
2349	105443	LIGON S. E. 18 71H	2391	105541	SABINE 10S-2 UNIT 2WB
2350	105444	PARKS NS 17-28 06 106H	2392	105542	NEAL LETHCO 28-27 UNIT 2WA
2351	105445	PARKS NS 17-28 04 104H	2393	105543	SHORTES 40 UNIT 1LS
2352	105446	PARKS NS 17-28 05 105H	2394	105544	SHORTES 40 UNIT 1WB
2353	105447	PARKS NS 17-28 03 103H	2395	105545	SHORTES 40 UNIT 1WA
2354	105448	PARKS NS 17-28 02 102H	2396	105546	BULLFROG 47 NORTH A UNIT 5LS
2355	105449	PARKS NS 17-28 01 101H	2397	105547	BULLFROG 47 NORTH A UNIT 5WA
2356	105459	WIGGINS 1	2398	105548	(SOLD) ERWIN-WALTON 2
2357	105460	WIGGINS 1-30	2399	105549	SHORTES 40 UNIT 3WA
2358	105462	BURNS 130	2400	105550	SHORTES 40 UNIT 2WA
2359	105463	ACKERLY WIGGINS 30 1	2401	105553	ODD FELLOWS 15 1
2360	105477	UNIVERSITY -L- 1	2402	105555	SMITH 48A 1
2361	105478	MABEE BREEDLOVE 2202LS	2403	105556	SMITH SN 48-37 02 102H
2362	105479	ESTES A UNIT 1601LS	2404	105557	SMITH SN 48-37 02 202H
2363	105497	WARFIELD EAST A 101LS	2405	105558	SMITH SN 48-37 02 502H
2364	105506	BULLFROG 47 SOUTH UNIT 4WA	2406	105559	MAXWELL 15 1
2365	105507	UL MASON WEST UNIT 9LS	2407	105565	GRIDIRON JV S000WA
2366	105508	UL MASON WEST UNIT 8LS	2408	105567	WILLIAMS 21 B 3WA
2367	105509	BULLFROG 47 SOUTH UNIT 4LS	2409	105577	UL 11 3
2368	105513	ADAMS BILLIE RUTH 38 1	2410	105595	STEWART 28-21 UNIT 1SB
2369	105514	ADAMS BILLIE RUTH 38 2	2411	105596	STEWART 28-21 UNIT 2WA
2370	105515	BOTSFORD 25 1	2412	105597	UL MASON WEST UNIT 10LS
2371	105516	BOTSFORD 25 2	2413	105598	UL MASON WEST UNIT 11LS
2372	105520	METCALF UNIT 21 1WB	2414	105612	UL CARPENTER 7-20 UNIT 1LS
2373	105521	METCALF UNIT 21 1LS	2415	105613	UL CARPENTER 7-20 UNIT 2LS
2374	105522	STATE BIGGS 12A-2 UNIT 2WA	2416	105614	UL CARPENTER 7-20 UNIT 3LS
2375	105523	GRIDIRON S017WB	2417	105615	UL CARPENTER 7-20 UNIT 4LS
2376	105524	GRIDIRON S018MS	2418	105616	RYLEE (P) 1
2377	105525	GRIDIRON S017WA	2419	105617	RILEY H 1807 8WB
2378	105526	ST E UNIT 3800WA	2420	105618	RILEY F 1807 8LS
2379	105527	TODD 17 1	2421	105619	RILEY G 1807 8WA
2380	105528	TODD 17 2	2422	105621	SAXON G 1103LS
2381	105529	ST E UNIT 3801LS	2423	105622	SAXON H 1103WA
2382	105530	ST E UNIT 3802LS	2424	105623	SAXON I 1103WB
2383	105531	ST E UNIT 3802WA	2425	105624	SAXON J 1104LS
2384	105532	ST E UNIT 3801WA	2426	105625	SAXON K 1104WA
2385	105533	ST-ST S G 4402LS	2427	105626	SAXON L 1104WB
2386	105534	ST-ST S H 4403LS	2428	105627	BULLFROG 47 NORTH UNIT 1WB

	Venture	Well Name		Venture	Well Name
2429	105635	UL BUMBLE UNIT 5-36 1H	2471	105703	BORDEAUX 1
2430	105639	HEADLEE 9	2472	105704	BEAUJOLAIS A UNIT 1302H
2431	105649	LINE DRIVE B 1WB	2473	105705	BEAUJOLAIS 1801
2432	105650	LINE DRIVE C 1WA	2474	105706	BEAUJOLAIS 2301
2433	105651	LINE DRIVE D 2WB	2475	105707	BEAUJOLAIS 2503
2434	105652	LINE DRIVE E 2WA	2476	105709	BEAUJOLAIS 2502
2435	105653	RATLIFF A 2	2477	105711	BEAUJOLAIS B 1501
2436	105655	(PA) RATLIFF B 1	2478	105712	BEAUJOLAIS B 1401
2437	105656	RATLIFF B 2	2479	105713	CABERNET 5
2438	105657	RATLIFF B 3	2480	105714	CABERNET 6
2439	105658	RATLIFF B 4	2481	105715	CHABLIS 7
2440	105659	RATLIFF B 6	2482	105716	CHABLIS 4
2441	105660	(PA) RATLIFF B-1 7	2483	105717	CHABLIS 3
2442	105661	RATLIFF B 8	2484	105718	CHABLIS 2
2443	105662	BOZEMAN UNIT 803LS	2485	105721	CHABLIS 14
2444	105663	BOZEMAN UNIT 814MS	2486	105722	CHABLIS 13H
2445	105664	STATE LOKAI UNIT 1001WA	2487	105724	CHABLIS 12
2446	105665	ST W 602LS	2488	105725	CHABLIS 11
2447	105666	ST W 601LS	2489	105726	CHABLIS 10H
2448	105667	WALER STATE UNIT 4 1WA	2490	105727	CHABLIS 15
2449	105673	SAXON A 1101LS	2491	105729	CHABLIS 5H
2450	105674	SAXON B 1101WA	2492	105730	CHIANTI 1
2451	105675	SAXON C 1101WB	2493	105732	CHARDONNAY 3
2452	105677	HEADLEE 2	2494	105734	PATRICIA PLOW 5
2453	105678	HEADLEE 3	2495	105736	PATRICIA PLOW 8
2454	105680	HEADLEE 5	2496	105737	PATRICIA PLOW 7
2455	105681	HEADLEE 6	2497	105739	PATRICIA PLOW 10
2456	105682	HEADLEE 7	2498	105740	PATRICIA PLOW 1
2457	105683	HEADLEE 8	2499	105741	PATRICIA PLOW 2
2458	105684	HEADLEE 3526 UNIT 1LS	2500	105742	PATRICIA PLOW 3X
2459	105685	HEADLEE 3526 UNIT 2LS	2501	105743	CHARDONNAY 1
2460	105686	JAGUAR EAST B 1WA	2502	105744	CHARDONNAY 2
2461	105687	JAGUAR EAST C 2LS	2503	105745	(SOLD) NEBBIOLO 3
2462	105688	BLACKFOOT WEST UNIT 704WB	2504	105746	(SOLD) NEBBIOLO 4
2463	105689	BLACKFOOT WEST UNIT 703WA	2505	105747	CHABLIS 9H
2464	105690	BLACKFOOT WEST UNIT 704LS	2506	105749	CHABLIS 8
2465	105694	BEAUJOLAIS 1701	2507	105752	CHENIN 7
2466	105695	BEAUJOLAIS A 1301	2508	105753	CHENIN 6
2467	105697	CABERNET 2	2509	105754	CHENIN 3
2468	105698	CABERNET 1	2510	105755	CHENIN 2
2469	105699	BRUNELLO 2	2511	105756	CORVINA 1
2470	105702	ARAMON 1	2512	105757	MALBEC 1

	Venture	Well Name		Venture	Well Name
2513	105758	MALBEC 2	2555	105807	SHIRAZ 1
2514	105762	CONCORD 1	2556	105808	GAMAY 1
2515	105763	LAMBRUSCO 1	2557	105809	GRENACHE 1
2516	105764	LEMBERGER 1	2558	105811	LEMBERGER 2
2517	105765	LEMBERGER-EMIR UNIT 1	2559	105812	MERLOT 1
2518	105766	LEMBERGER-EMIR UNIT 2	2560	105826	UNIVERSITY 6-13 UNIT 2H
2519	105767	DOLCETTO 1	2561	105840	UNIVERSITY 6-24 UNIT 101LS
2520	105768	(SOLD) NOUVEAU 1	2562	105841	(SOLD) NEBBIOLO 1
2521	105769	(SOLD) NOUVEAU 2	2563	105844	UL BLK 6 DDU A 4007LS
2522	105770	CLARET 1	2564	105845	UL MS HZ BLK 6 UNIT 4106
2523	105771	MERITAGE 1	2565	105846	UL COMANCHE UNIT A4144 2
2524	105772	MATARO 1	2566	105847	UL COMANCHE UNIT A4144 1
2525	105773	MATARO 2	2567	105848	PRIMITIVO 1
2526	105774	MARSANNE 1	2568	105849	RIESLING 1
2527	105775	MISSION 1	2569	105850	UL COMANCHE UNIT A4144 3
2528	105776	MALVASIA 1	2570	105851	UL COMANCHE UNIT A4144 4
2529	105777	MALVASIA 2	2571	105852	UL COMANCHE UNIT A4144 5
2530	105778	GRIGIO 2	2572	105853	UL COMANCHE UNIT A4144 6
2531	105780	UL BLK 6 DDU A 4005LS	2573	105874	UNIVERSITY 7-10 UNIT 6H
2532	105781	UL BLK 6 DDU A 4008LS	2574	105885	VERDOT 1
2533	105782	UL BLK 6 DDU A 4008WA	2575	105886	VERDOT UNIT 2
2534	105783	UL BLK 6 DDU A 4009LS	2576	105887	VERDOT 3
2535	105785	PINOT 65 2	2577	105888	VERDOT 4
2536	105786	PINOT 77 3	2578	105889	VERDOT 5
2537	105788	PINOT 65 5	2579	105890	VINEYARD HZ B UNIT 0601LS
2538	105789	PINOT 65 6	2580	105891	VINEYARD HZ B UNIT 0601MS
2539	105790	PINOT 65 7	2581	105892	VINEYARD HZ B UNIT 0601WA
2540	105791	PINOT 84 8	2582	105893	VINEYARD HZ F UNIT 9701LS
2541	105792	PINOT 65 9	2583	105894	VINEYARD HZ F UNIT 9701MS
2542	105793	PINOT 65 10	2584	105895	VINEYARD HZ F UNIT 9701WA
2543	105794	PINOT 65 15H	2585	105896	VINEYARD HZ L UNIT 9701LS
2544	105795	PINOTAGE 57 1	2586	105897	VINEYARD HZ L UNIT 9701MS
2545	105797	RIESLING 4	2587	105898	VINEYARD HZ L UNIT 9701WA
2546	105798	RIESLING 5	2588	105899	VINEYARD HZ O UNIT 1701LS
2547	105799	RIESLING 6	2589	105900	VINEYARD HZ O UNIT 1701MS
2548	105800	RIESLING 7	2590	105901	VIOGNIER 1
2549	105801	RIESLING 8	2591	105902	VIOGNIER 2
2550	105802	RIESLING 10	2592	105962	BEAUJOLAIS 1703
2551	105803	RIESLING 11	2593	105963	BEAUJOLAIS 2501
2552	105804	ROSE 1	2594	105964	PALOMINO 1
2553	105805	SEMILLON 1	2595	105965	VINEYARD HZ O UNIT 1701WA
2554	105806	SEMILLON 2X	2596	105968	M.A.K. (SPRABERRY) UNIT 4501

Venture	Well Name	Venture	Well Name		
2597	105974	UL COMANCHE 2829 1	2639	107649	NICHOLS WEST F 3WA
2598	105975	UL COMANCHE 42 1	2640	107650	NICHOLS WEST G 4WA
2599	105976	UL COMANCHE 42 2	2641	107664	ALLDALE 136-321 B 3JM
2600	105981	UL BLK 6 DDU A 3107	2642	107666	UL MOCKINGBIRD 13-2 A 1JM
2601	105983	WEAVER 1	2643	107667	UL MOCKINGBIRD 13-2 B 2MS
2602	105984	(PA) WEAVER 2	2644	107668	UL MOCKINGBIRD 13-2 C 2LS
2603	105985	WEAVER 3	2645	107669	UL MOCKINGBIRD 13-2 E 3LS
2604	105986	WEAVER 4	2646	107771	(SOLD) BARBEE 1
2605	105987	WEAVER 5	2647	107775	STATE BRUMBY 6-C 3BS
2606	105988	WEAVER 6	2648	107781	MAVERICK 11-2 K 11WB
2607	105989	(PA) WEAVER 7	2649	107815	(DNU) SEE 1000629400
2608	106043	PHILLIPS-HODNETT UNIT 1LS	2650	107845	TOMAHAWK 2425 K 5WA
2609	106044	PHILLIPS-HODNETT UNIT 1WA	2651	107846	TOMAHAWK 2425 L 5WB
2610	106045	PHILLIPS-HODNETT UNIT 1WB	2652	107847	BEBOP 15-16 B 2WA
2611	106046	TOMAHAWK 2425 B 6LS	2653	107855	CHABLIS 1JM
2612	106047	TOMAHAWK 2425 A 5LS	2654	107856	CHABLIS 1LS
2613	106048	RAY 3427 A 4WA	2655	107857	CHABLIS 2LS
2614	106049	RAY 3427 B 5WA	2656	107858	CHABLIS 2MS
2615	106050	RAY 3427 F 6WA	2657	107859	CHABLIS 3JM
2616	106051	RAY 3427 G 7WA	2658	107860	CHABLIS 3LS
2617	106052	ST S-ST RR H 504LS	2659	107861	CHABLIS 4LS
2618	106053	ST S-ST RR I 503LS	2660	107862	CHABLIS 4MS
2619	107606	(SOLD) COLORADO 1	2661	107863	SMITH JALONICK 16-21 I 3LS
2620	107607	SONJA 107E	2662	107864	SMITH JALONICK 16-21 I 3JM
2621	107623	GUARDIAN 250 B 2WB	2663	107866	SMITH JALONICK 16-21 I 3WB
2622	107627	SILVERADO 40-1 E 5JM	2664	107874	VANDENBERG WEST 12-24 UNIT 1LS
2623	107628	NICHOLS WEST D 1LS	2665	107933	GRANTHAM EAST UNIT 2LS
2624	107633	DORCHESTER 10 2	2666	107934	GRANTHAM EAST UNIT 2WA
2625	107635	GLENN RILEY 30-42 E 3WA	2667	107935	GRANTHAM EAST UNIT 1WA
2626	107636	GLENN RILEY 30-42 F 3WB	2668	107936	GRANTHAM EAST UNIT 1LS
2627	107637	GLENN RILEY 30-42 G 4WA	2669	107937	GRANTHAM EAST UNIT 3LS
2628	107638	GLENN RILEY 30-42 H 4WB	2670	107938	GRANTHAM EAST UNIT 3WA
2629	107639	UL COMANCHE V 29-42 4JM	2671	107990	GRANTHAM EAST UNIT 4WA
2630	107640	UL COMANCHE U 29-42 4LS	2672	107991	VANDENBERG WEST 12-24 UNIT 1MS
2631	107641	UL COMANCHE T 29-42 4WA	2673	108005	NICHOLS WEST D 1WB
2632	107642	UL COMANCHE S 29-42 5MS	2674	108006	NICHOLS WEST J 3WB
2633	107643	UL COMANCHE R 29-42 5LS	2675	108008	GRANTHAM EAST UNIT 1WB
2634	107644	UL COMANCHE Q 29-42 5WA	2676	108009	GRANTHAM EAST UNIT 3WB
2635	107645	NICHOLS WEST D 1WA	2677	108010	UL MOCKINGBIRD 13-2 D 2WA
2636	107646	NICHOLS WEST B 2LS	2678	108014	KELLEY STATE KAMO 22-23 C 3WA
2637	107647	NICHOLS WEST E 2WA	2679	108015	KELLEY STATE KAMO 22-23 D 4WA
2638	107648	NICHOLS WEST C 3LS	2680	108030	TOMAHAWK 2425 N 6WB

Venture	Well Name	Venture	Well Name
2681	108031 TOMAHAWK 2425 M 6WA	2706	108211 UL COMANCHE W 29-42 8LS
2682	108033 GLENN RILEY 30-42 I 5WA	2707	108222 MOORE SHARK 10-9 UNIT 5WA
2683	108034 GLENN RILEY 30-42 J 5WB	2708	108224 MOORE SHARK 10-9 UNIT 4BS
2684	108035 GLENN RILEY 30-42 K 6WA	2709	108258 Sage 37-36 F R002JM
2685	108036 GLENN RILEY 30-42 L 6WB	2710	108275 SARAH HAYS 12-1S STATE 33H
2686	108042 VANDENBERG WEST 12-24 UNIT 1WA	2711	108521 CAMPBELL B 2B
2687	108043 VANDENBERG WEST 12-24 UNIT 1WB	2712	108522 CAMPBELL B 1
2688	108045 KELLEY STATE KAMO 22-23 E 5BS	2713	108523 CAMPBELL 83 1
2689	108060 GLENN RILEY 30-42 M 4LS	2714	108526 JAY 1
2690	108061 GLENN RILEY 30-42 N 5LS	2715	109151 WHIRLAWAY 100-101 A 1HA
2691	108062 GLENN RILEY 30-42 O 6LS	2716	109152 WHIRLAWAY 100-101 B 1TB
2692	108096 HOLT RANCH 2-8 G 21JM	2717	110221 MCELROY RANCH CO F 13
2693	108181 MARGARET 246 C 9JM	2718	110222 MCELROY RANCH CO F 15
2694	108182 SIPAPU 246 A 1JM	2719	110223 MCELROY RANCH CO F 22
2695	108185 MARGARET 246 D 10LS	2720	110224 MCELROY RANCH CO -F- 25
2696	108186 SIPAPU 246 A 1LS	2721	110225 MCELROY RANCH CO -F- 26
2697	108188 MARGARET 246 A 7MS	2722	110226 MCELROY RANCH CO G 15
2698	108191 MARGARET 246 E 11WB	2723	110227 MCELROY RANCH CO. -G- 22
2699	108192 SIPAPU 246 A 1WB	2724	110228 MCELROY RANCH CO G 24
2700	108199 MARGARET 246 B 8MS	2725	110229 MCELROY RANCH CO H 08U
2701	108206 UL COMANCHE N 29-42 6JM	2726	110230 ONEAL B. J. ETAL 3
2702	108207 UL COMANCHE O 29-42 6LS	2727	110231 ONEAL BILL JOHN NE/4 SEC. 5 UN 1 U
2703	108208 UL COMANCHE P 29-42 6WA	2728	110232 ONEAL B. J. ETAL 4
2704	108209 UL COMANCHE L 29-42 7LS	2729	110234 MCELROY RANCH CO. -F- 9
2705	108210 UL COMANCHE M 29-42 7WA		

Exhibit 2

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

COOK CHILDREN’S HEALTH
FOUNDATION a/k/a W.I. COOK
FOUNDATION, INC., on behalf of itself
and a class of similarly situated persons,

Plaintiff,

vs.

DIAMONDBACK E&P LLC,

Defendant.

Case No. CIV-21-359-D

JUDGMENT

This is a class action lawsuit brought by Plaintiff Cook Children’s Health Foundation a/k/a W.I. Cook Foundation, Inc. (“Plaintiff”), on behalf of itself and a class of similarly situated persons described below (collectively, the “Settlement Class”) against Diamondback E&P LLC (“Diamondback”) for the alleged underpayment of royalty on natural gas, natural gas liquids, and associated hydrocarbons produced from wells located in Texas during the Claim Period.¹ On November 16, 2023, the Parties executed a Stipulation and Agreement of Settlement (the “Settlement Agreement”). The Settlement Agreement, together with the documents referenced therein and exhibits thereto, set forth the terms and conditions for the proposed Settlement of the Litigation.

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

On [Month / Date], [Year], the Court preliminarily approved the Settlement Agreement and issued an Order Granting Preliminary Approval of Class Action Settlement, Certifying the Class for Settlement Purposes, Approving Form and Manner of Notice, and Setting Date for Final Fairness Hearing (the “Preliminary Approval Order”).

In the Preliminary Approval Order, the Court, *inter alia*:

- a. certified the Settlement Class for settlement purposes, finding all requirements of Federal Rule of Civil Procedure 23 have been satisfied with respect to the proposed Settlement Class;
- b. appointed Plaintiff as Class Representative and Plaintiff’s Counsel, Rex A. Sharp and Scott B. Goodger of Sharp Law, LLP, as Class Counsel;
- c. preliminarily found: (i) the proposed Settlement resulted from extensive arm’s-length negotiations; (ii) the proposed Settlement was agreed to only after Class Counsel had conducted legal research and discovery regarding the strengths and weaknesses of Class Representative’s and the Settlement Class’s claims; (iii) Class Representative and Class Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate; and (iv) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement to the Settlement Class;
- d. preliminarily approved the Settlement as fair, reasonable, and adequate and in the best interest of the Settlement Class;

- e. preliminarily approved the form and manner of the proposed Notices to be communicated to the Settlement Class, finding specifically that such Notices, among other information: (i) described the terms and effect of the Settlement; (ii) notified the Settlement Class that Plaintiff's Counsel will seek Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and an Incentive Award for Class Representative's services; (iii) notified the Settlement Class of the time and place of the Final Fairness Hearing; (iv) described the procedure for requesting exclusion from the Settlement; and (v) described the procedure for objecting to the Settlement or any part thereof;
- f. instructed the Settlement Administrator to disseminate the approved Notices to potential members of the Settlement Class in accordance with the Settlement Agreement and in the manner approved by the Court;
- g. provided for the appointment of a Settlement Administrator;
- h. provided for the appointment of an Escrow Agent;
- i. set the date and time for the Final Fairness Hearing as [Month] [Date], [Year], at _____.M. in the United States District Court for the Western District of Oklahoma; and
- j. set out the procedures and deadlines by which Class Members could properly request exclusion from the Settlement Class or object to the Settlement or any part thereof.

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

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

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

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

² The Court will issue a separate order on the allocation and distribution of the Net Settlement Amount among the Settlement Class Members (the “Final Distribution Schedule”).

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

e. determine whether the applications for Plaintiff's Attorneys' Fees, reimbursement for Litigation Expenses and Administration, Notice, and Distribution Costs, and Incentive Award to Class Representative are fair and reasonable and should be approved;³ and

f. rule on such other matters as the Court deems appropriate.

The Court, having reviewed the Settlement, the Settlement Agreement, and all related pleadings and filings, and having heard the evidence and argument presented at the Final Fairness Hearing, now **FINDS, ORDERS, and ADJUDGES** as follows:

1. The Court, for purposes of this Final Judgment (the "Judgment"), adopts all defined terms as set forth in the Settlement Agreement and incorporates them as if fully set forth herein.

2. The Court has jurisdiction over the subject matter of this Litigation and all matters relating to the Settlement, as well as personal jurisdiction over Defendant and Class Members.

³ The Court will issue separate orders on Plaintiff's Counsel's request for Attorneys' Fees, reimbursement of Litigation Expenses, and Administration, Notice, and Distribution Costs, and the Class Representative's request for an Incentive Award.

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

All royalty owners in Texas wells where Diamondback E&P LLC, Diamondback Energy, Inc., Energen Resources Corporation, and/or each’s respective affiliates was the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) from April 1, 2011 to July 31, 2023 under oil and gas leases which expressly contain the off-lease use of gas royalty clause, the on-lease free use clause, or both, and in which Diamondback E&P LLC, Diamondback Energy, Inc., Energen Resources Corporation, and/or each’s respective affiliates are lessees or successors-in-interest under such agreements (collectively, the “Diamondback Entities”).

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) agencies, departments or instrumentalities of the State of Texas; (3) Diamondback Entities and their affiliates, officers, and directors; (4) any publicly traded entity (and its affiliates) that produces, gathers, processes, or markets gas; (5) the claims of royalty owners to the extent covered by arbitration clauses or prior settlement agreements, if any, still in effect on the date this lawsuit was filed; and (6) royalty paid by the Diamondback Entities only as a pass-through for other non-affiliated entities, except to the extent any claims are asserted against the Diamondback Entities that arise from such royalty paid.

4. For substantially the same reasons as set out in the Court’s Preliminary Approval Order, [Dkt. # __], the Court finds that the above-defined Settlement Class should be and is hereby certified for the purposes of entering judgment pursuant to the Settlement Agreement. Specifically, the Court finds that all requirements of Rule 23(a) and Rule 23(b)(3) have been satisfied for settlement purposes. Because this case has been settled at this stage of the proceedings, the Court does not reach, and makes no

ruling either way, as to the issue of whether the Settlement Class could have been certified in this case on a contested basis.

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

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

7. The Court further finds that due and proper notice, by means of the Notices, was given to the Settlement Class in conformity with the Settlement Agreement and Preliminary Approval Order. The form, content, and method of communicating the Notices disseminated to the Settlement Class and published pursuant to the Settlement Agreement and the Preliminary Approval Order: (a) constituted the best practicable

notice under the circumstances; (b) constituted notice reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement or any part thereof, and their right to appear at the Final Fairness Hearing; (c) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, the Due Process protections of the State of Oklahoma, and any other applicable law. Therefore, the Court approves the form, manner, and content of the Notices used by the Parties. The Court further finds that all Class Members have been afforded a reasonable opportunity to request exclusion from the Settlement Class or object to the Settlement.

8. Pursuant to and in accordance with Federal Rule of Civil Procedure 23, the Settlement, including, without limitation, the consideration paid by Defendant, the covenants not to sue, the releases, and the dismissal with prejudice of the Released Claims against the Released Parties as set forth in the Settlement Agreement, is finally approved as fair, reasonable, and adequate and in the best interests of the Settlement Class. The Settlement Agreement was entered into between the Parties at arm's length and in good faith after substantial negotiations free of collusion. The Settlement fairly reflects the complexity of the Claims, the duration of the Litigation, the extent of discovery, and the balance between the benefits the Settlement provides to the Settlement Class and the risk, cost, and uncertainty associated with further litigation and trial. Serious questions of law and fact remain contested between the Parties. The Settlement

provides a means of gaining immediate valuable and reasonable compensation and forecloses the prospect of uncertain results after many more months or years of additional discovery and litigation. The considered judgment of the Parties, aided by experienced legal counsel, supports the Settlement.

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

10. The Court finds that on [Month] [Date], [Year], the Diamondback Entities caused notice of the Settlement to be served on the appropriate state official for each state in which a Class Member resides, and the appropriate federal official, as required by and in conformance with the form and content requirements of 28 U.S.C. § 1715. In connection therewith, the Court has determined that, under 28 U.S.C. § 1715, the appropriate state official for each state in which a Class Member resides was and is the State Attorney General for each such state, and the appropriate federal official was and is the Attorney General of the United States. Further, the Court finds it was not feasible for Defendant to include on each such notice the names of each of the Class Members who reside in each state and the estimated proportionate share of each such Class Member to the entire Settlement as provided in 28 U.S.C. § 1715(b)(7)(A); therefore, each notice included a reasonable estimate of the number of Class Members residing in each state and the value of the Gross Settlement Amount. No appropriate state or federal official has entered an appearance or filed an objection to the entry of final approval of the

Settlement. Thus, the Court finds that all requirements of 28 U.S.C. § 1715 have been met and complied with and, as a consequence, no Settlement Class Member may refuse to comply with or choose not to be bound by the Settlement and this Court's Orders in furtherance thereof, including this Judgment, under the provisions of 28 U.S.C. § 1715.

11. The Litigation and Released Claims are dismissed with prejudice as to the Released Parties. All Settlement Class Members who have not validly and timely submitted a Request for Exclusion to the Settlement Administrator as directed in the Notice of Settlement and Preliminary Approval Order (a) are hereby deemed to have finally, fully, and forever conclusively released, relinquished, and discharged all of the Released Claims against the Released Parties and (b) are barred and permanently enjoined from, directly or indirectly, on any Class Member's behalf or through others, suing, instigating, instituting, or asserting against the Released Parties any claims or actions on or concerning the Released Claims. Neither Party will bear the other's Party's litigation costs, costs of court, or attorney's fees.

12. The Court also approves the efforts and activities of the Settlement Administrator and the Escrow Agent in assisting with certain aspects of the administration of the Settlement, and directs them to continue to assist Class Representative and Class Counsel in completing the administration and distribution of the Settlement in accordance with the Settlement Agreement, this Judgment, any Distribution Schedule approved by the Court, and the Court's other orders.

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

14. The Settlement Administrator is directed to refund to Defendant the gross amounts attributable to Class Members under the Preliminary Distribution Schedule who timely and properly submitted a Request for Exclusion or who were otherwise excluded from the Settlement Class by order of the Court in accordance with the timing, terms, and process detailed in the Settlement Agreement.

15. Neither this Settlement, the Settlement Agreement, any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, evidence of or an admission or concession by the Diamondback Entities of any fault, wrongdoing, or liability whatsoever with respect to the claims and allegations in the Litigation, or class certifiability. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related thereto, and the Settlement Agreement itself, are not, and shall not be construed as, or deemed to be evidence of, an admission or concession by any of the Parties to the Settlement Agreement and shall not be offered or received as 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 the Diamondback Entities and any Settlement Class Member(s), the provisions of the Settlement Agreement, or the Judgment, or to seek an Order barring or precluding the assertion of Released Claims in

any proceeding. Further, this Final Judgment shall not give rise to any admission or collateral estoppel effect as to the certifiability of any class in any other proceeding.

16. The Allocation Methodology and the Final Distribution Schedule are approved as fair, reasonable and adequate, and Class Counsel and the Settlement Administrator are directed to administer the Settlement Agreement accordingly.

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

18. Neither the Diamondback Entities nor their Counsel shall have any liability or responsibility to Plaintiff, Class Counsel, or the Settlement Class with respect to the Gross Settlement Amount or its administration, including but not limiting to any distributions made by the Escrow Agent or Settlement Administrator. No Settlement Class Member shall have any claim against Plaintiff, Class Counsel, the Settlement Administrator, the Escrow Agent, or any of their respective designees or agents based on the distributions made substantially in accordance with the Settlement Agreement, the Final Distribution Schedule, or other orders of the Court.

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

receive such portion(s), or (b) return the Distribution Check uncashed to the Settlement Administrator.

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

21. Any order approving or modifying any Distribution Schedule, the application by Class Counsel for an award of Attorneys' Fees or reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, or the request of Class Representative for an Incentive Award shall be handled in accordance with the Settlement Agreement and the documents referenced therein.

22. Without affecting the finality of this Judgment in any way, the Court (along with any appellate court with power to review the Court's orders and rulings in the Litigation) reserves exclusive and continuing jurisdiction to enter any orders as necessary to administer the Settlement Agreement, including jurisdiction to determine any issues relating to the payment and distribution of the Net Settlement Amount and to enforce the Judgment.

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

termination of the Settlement Agreement shall be complied with, including the refund of amounts in the Escrow Account to Diamondback.

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

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

IT IS SO ORDERED this ____ day of _____, 2023.

TIMOTHY D. DeGIUSTI
Chief United States District Judge

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Exhibit 3

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

COOK CHILDREN'S HEALTH
FOUNDATION a/k/a W.I. COOK
FOUNDATION, INC., on behalf of itself
and a class of similarly situated persons,

Plaintiff,

vs.

DIAMONDBACK E&P LLC,

Defendant.

Case No. CIV-21-359-D

**PLAINTIFF'S UNOPPOSED MOTION TO CERTIFY THE SETTLEMENT
CLASS FOR SETTLEMENT PURPOSES, TO PRELIMINARILY APPROVE THE
CLASS ACTION SETTLEMENT, TO APPROVE THE FORM AND MANNER OF
NOTICE, AND TO SET A DATE FOR A FINAL FAIRNESS HEARING**

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**ATTORNEYS FOR PLAINTIFF AND THE
PROPOSED CLASS**

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TABLE OF AUTHORITIES

Pursuant to Fed. R. Civ. P. 23(e), Plaintiff Cook Children’s Health Foundation a/k/a W.I. Cook Foundation, Inc. (“Plaintiff”), on behalf of itself and a class of similarly situated persons described below (collectively, the “Settlement Class”) respectfully moves for an Order preliminarily approving the Parties’ proposed class action settlement. Specifically, Plaintiff requests an Order that will:

- (1) provisionally certify the Settlement Class for settlement purposes;
- (2) preliminarily approve the Settlement Agreement;
- (3) appoint Plaintiff as Class Representative for the Settlement Class;
- (4) appoint Rex A. Sharp and Scott B. Goodger of Sharp Law, LLP as Class

Counsel for the Settlement Class;

- (5) approve the form and manner of the proposed Notice to the Settlement Class;
- (6) appoint JND Legal Administration as Settlement Administrator;
- (7) appoint Citibank as Escrow Agent; and
- (8) set a hearing date for final approval of the Settlement Agreement and application for an award of Plaintiff’s Attorneys’ Fees, Litigation Expenses, and Administration, Notice, and Distribution Costs, and an Incentive Award to Plaintiff. The Settlement Agreement and its exhibits are attached in their entirety as Exhibit A hereto.

As grounds for this Unopposed Motion, Plaintiff states as follows:

SUMMARY OF THE LITIGATION

This case concerns the calculation of royalties paid on natural gas from wells owned and operated by Diamondback E&P, LLC, Diamondback Energy, Inc., Energen Resources Corporation, and/or each’s respective affiliates are lessees or successors-in-

interest under oil and gas leases, and their respective predecessors, successors, assigns, and their past, present and future officers, directors, affiliates, employees, agents, servants, and representatives, excluding, however, QEP Resources, Inc (collectively, the “Diamondback Entities”) in Texas. On April 16, 2021, Plaintiff filed its Class Action Complaint [Dkt. #1] alleging that the Diamondback Entities underpaid royalties to Plaintiff and similarly situated royalty owners. Plaintiff alleged that, under the terms of the plain language of the relevant oil and gas leases, the Diamondback Entities were required to pay royalties on gas used as fuel in off-lease operations but did not do so. *See* Compl. [Dkt. #1] at ¶¶ 1-2.

In its Complaint, Plaintiff sought damages in the amount of the unpaid royalties, plus interests, costs and fees, and further sought to certify its claims on behalf of a proposed class of similar royalty owners. *See* Compl. [Dkt. #1] at 10 (Prayer for Relief). Diamondback responded to Plaintiff’s allegations, denying that it underpaid royalties to Plaintiff or the proposed class. *See* Answer [Dkt. #29] at ¶¶ 29-35.

Over the past two years, the Parties have engaged in extensive factual discovery, including the production and review of over 8,000 oil and gas leases, dozens of sales and related contracts, and over 2.3 gigabytes of monthly royalty accounting data covering a period of over ten years, royalties paid on the production from over 2,800 wells to over 5,500 royalty owners. The Parties engaged expert witnesses with wide-ranging experience in oil and gas accounting to evaluate this data and to assist the Parties in assessing the factual and legal issues underlying their claims and defenses.

In July 2023, the Parties agreed to mediate their disputes upon the completion of production and review of additional royalty accounting data. The Parties engaged Robert G. Gum, Esq., to serve as mediator. Mr. Gum is a partner at Gum Puckett & Mackechnie, LLP, and has significant experience mediating oil-and-gas class actions. The Court, upon motion from the Parties, agreed to an extension of discovery and class certification deadlines to facilitate the Parties' mediation efforts. *See* Order [Dkt. #41].

On July 18, 2023, the Parties mediated with Mr. Gum at this office, and successfully reached agreement on the terms of a class action settlement agreement, subject to drafting mutually acceptable settlement documents. The Parties spent the following weeks preparing settlement documents, including the Settlement Agreement. On November [REDACTED], 2023, the Parties signed the Settlement Agreement, which Plaintiff now submits to the Court for preliminary approval.

ARGUMENT AND AUTHORITY

A. The Court Should Certify the Settlement Class for Settlement Purposes

In considering a proposed class action settlement, federal courts determine whether the action can be maintained as a class action under Rule 23. *See, e.g., Tennille v. Western Union Co.*, 785 F.3d 422, 430 (10th Cir. 2015). Rule 23 has four factors for class certification: (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation. *See* Fed. R. Civ. P. 23(a). Rule 23(b) also examines whether common questions predominate over individual issues, and whether a class action is superior to other methods of litigation. *See* Fed. R. Civ. P. 23(b).

Federal courts have “considerable discretion” in making class certification decisions. *DG v. Devaughn*, 594 F.3d 1188, 1194 (10th Cir. 2010). The Tenth Circuit defers to a trial court’s certification ruling where “it applies the proper Rule 23 standard and its decision falls within the bounds of rationally available choices given the facts and law involved in the matter at hand.” *Id.* (citation and internal quotations omitted). In the settlement context, however, the court does not consider trial manageability under Rule 23(b)(3)(D). *See In re Motor Fuel Temperature Sales Prac. Litig.*, 271 F.R.D. 263, 269 (D. Kan. 2010).

The Parties have stipulated to: (1) the certification of the Settlement Class for settlement purposes; (2) the appointment of Plaintiff as the Class Representative; and (3) the appointment of Rex A. Sharp and Scott B. Goodger of Sharp Law, LLP as Class Counsel for the Settlement Class. *See Exhibit A* at ¶ 3.1. The Parties therefore jointly move the Court to certify a Settlement Class defined as follows:

All royalty owners in Texas wells where Diamondback E&P LLC, Diamondback Energy, Inc., Energen Resources Corporation, and/or each’s respective affiliates was the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) from April 1, 2011 to July 31, 2023 under oil and gas leases which expressly contain the off-lease use of gas royalty clause, the on-lease free use clause, or both, and in which Diamondback E&P, LLC, Diamondback Energy, Inc., Energen Resources Corporation, and/or each’s respective affiliates are lessees or successors-in-interest under such agreements (collectively, the “Diamondback Entities”).

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) agencies, departments or instrumentalities of the State of Texas; (3) Diamondback Entities and their affiliates, officers, and directors; (4) any publicly traded entity (and its affiliates) that produces,

gathers, processes, or markets gas; (5) the claims of royalty owners to the extent covered by arbitration clauses or prior settlement agreements, if any, still in effect on the date this lawsuit was filed; and (6) royalty paid by the Diamondback Entities only as a pass-through for other non-affiliated entities, except to the extent any claims are asserted against the Diamondback Entities that arise from such royalty paid.

Id. ¶ 1.41. Certification of the Settlement Class for settlement purposes furthers the interests of Settlement Class Members and the Diamondback Entities by allowing the case to be settled on a class-wide basis. The proposed Settlement Class satisfies the requirements of Rule 23, and thus the Court should grant class certification.

1. Numerosity

Rule 23(a)(1) requires “the class [be] so numerous that joinder of all members is impracticable.” *See Horn v. Associated Wholesale Grocers, Inc.*, 555 F.2d 270, 275 (10th Cir. 1977) (holding class as small as 46 members is sufficient). Here, the Settlement Class consists of over five thousand royalty owners disbursed throughout Oklahoma, Texas, and many other states, making joinder of all Class Members impracticable. *See Cline v. Sonoco, Inc.*, 333 F.R.D. 676, 682 (E.D. Okla. 2019) (“[T]he proposed class encompasses thousands of interest owners, which easily satisfies the numerosity requirement under Rule 23(a)(1).”). The Parties agree that, based on their review of relevant accounting records, the Settlement Class includes over five thousand royalty owners. *See Exhibit A* at ¶ 1.41. Numerosity, therefore, is satisfied.

2. Commonality

Rule 23(a)(2) requires the existence of “questions of law or fact common to the class.” A “common question is one where ‘the same evidence will suffice for each

member to make a prima facie showing [or] the issue is susceptible to generalized, class-wide proof.” *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016) (citation omitted). “Factual differences in the claims of class members should not result in a denial of class certification where common questions of law exist.” *Milonas v. Williams*, 691 F.2d 931, 938 (10th Cir. 1982). The plaintiff need only show a single issue common to all members of the class. *See DG*, 594 F.3d at 1195; NEWBERG ON CLASS ACTIONS § 3:10, at 272-73 (5th ed. 2011).

Federal courts in Oklahoma have certified similar class actions many times, finding common issues existed for oil-and-gas royalty underpayment class claims. *See, e.g., Cecil v. BP Am. Prod. Co.*, No. CIV-16-410-KEW, Dkt. # 224 (E.D. Okla., Nov. 5, 2018) (preliminarily approving royalty underpayment class action for settlement purposes); *Bollenbach Enters., L.P. v. Okla. Energy Acquisitions, L.P., et al.*, No. 17-CV-134-HE, Dkt. #41 (W.D. Okla. Dec. 7, 2017) (same); *Harris v. Chevron U.S.A., Inc., et al.*, No. 19-cv-355-SPS, Doc. 22 (E.D. Okla. Nov. 19, 2019) (same); *McKnight Realty Co. v. Bravo Arkoma, LLC, et al.*, Case No. CIV-17-308-KEW, Doc. 53 (E.D. Okla. Sept. 6, 2018) (same). Further still, federal courts in Oklahoma have certified these claims on a contested basis. *See, e.g., Naylor Farms, Inc. v. Chaparral Energy, LLC*, 923 F.3d 779 (10th Cir. 2019).

Plaintiff’s underpayment claims involve common questions of law and fact, including whether the Settlement Class’s leases contain language addressing the payment of royalties on off-lease fuel gas, or contain free-use clauses, and whether the Diamondback Entities were required to pay royalties on off-lease fuel gas. The Tenth

Circuit affirmed class certification of similar underpayment claims under Rule 23. *See Naylor Farms*, 923 F.3d at 798.

3. Typicality

Rule 23(a)(3) requires “the claims or defenses of the representative parties [be] typical of the claims or defenses of the class.” To meet this requirement, “[e]very member of the class need not be in a situation identical to that of the named plaintiff.” *DG*, 594 F.3d at 1195 (citation omitted). Rather, “[p]rovided the claims and Named Plaintiffs and class members are based on the same legal or remedial theory, differing fact situations of the class members do not defeat typicality.” *Id.* at 1198-99.

Plaintiff’s claims are typical of the Settlement Class’ claims because Plaintiff alleges that it owns a royalty interest under a lease that requires the Diamondback Entities to pay royalties on off-lease fuel use, and that the Diamondback Entities breached that obligation. *See* Compl. [Dkt. #1] at ¶ 2. Put differently, the same legal theories and issues of fact underlie the claims of the Settlement Class and Plaintiff. Consequently, all Class Members who did not receive royalties on off-lease fuel gas have suffered the same injury arising out of similar facts. Further, the Diamondback Entities have agreed the Settlement Class should be certified for settlement purposes, subject to all rights reserved in the Settlement Agreement. *See Exhibit A* at ¶¶ 1.41, 9.1-9.4. The Settlement Class satisfies typicality.

4. Adequacy of Representation

Rule 23(a)(4) requires plaintiffs to show they “will fairly and adequately protect the interests of the class.” In the Tenth Circuit, adequacy is satisfied when (1) neither the

plaintiff nor its counsel has interests that conflict with the interests of other class members, and (2) the plaintiff will prosecute the action vigorously through qualified counsel. *See Rutter Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1188-89 (10th Cir. 2002). No conflicts exist between Plaintiff or its counsel and other members of the Settlement Class. To the contrary, Plaintiff shares the same incentive as the Settlement Class to vigorously prosecute this case and obtain recovery.

Plaintiff has done so, vigorously prosecuting this case through qualified counsel. Plaintiff's counsel are highly experienced in class actions, particularly class actions related to oil-and-gas royalty payments. Plaintiff's counsel have been appointed as lead counsel in multiple previous class actions, including numerous class actions in this Court. Plaintiff and its counsel satisfy adequacy of representation.

5. Predominance

Rule 23(b)(3) requires “questions of law or fact common to class members predominate over any questions affecting only individual members.” “The predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation” by asking “whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues.” *Tyson Foods*, 136 S. Ct. at 1045 (citation omitted); *see also, e.g., CCG Holding Co. v. Hutchens*, 773 F.3d 1076, 1087 (10th Cir. 2014) (same); *In re Urethane Antitrust Litig.*, 768 F.3d 1245, 1255 (10th Cir. 2014) (“Classwide proof is not required for all issues. Instead, Rule 23(b)(3) simply requires a showing that the questions common to the class predominate over individualized questions.”). Thus, when

“one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) even though other important matters will have to be tried separately, such as damages or some affirmative defenses peculiar to some individual class members.” *Tyson Foods*, 136 S. Ct. at 1045 (citation omitted). Where, as here, Plaintiff and the Settlement Class’ claims stem from a “common nucleus of operative facts,” common issues predominate and certification is appropriate. *Arkalon Grazing Ass’n v. Chesapeake Operating, Inc.*, 275 F.R.D. 325, 331 (D. Kan. 2011) (citation omitted).

The Settlement Class satisfies predominance. The common questions of lease language and whether the Diamondback Entities owed royalties on gas used off-lease as fuel predominate over individual issues, as the Tenth Circuit recently affirmed in *Naylor Farms, Inc. v. Chaparral Energy, LLC*, 923 F.3d 770 (10th Cir. 2019). This alleged common conduct gave rise to each Settlement Class Member’s claims, resulting in a sufficiently cohesive Settlement Class to warrant adjudication by representation. Because every Class Member’s claims arise from the Diamondback Entities’ methodology on the payment of royalties on off-lease fuel usage, common questions predominate over any individual issues.

Further, the Diamondback Entities have agreed that the Settlement Class should be certified for settlement purposes, subject to all rights reserved in the Settlement Agreement. See Exhibit A at ¶¶ 1.41, 9.1-9.4. Cook and the Settlement Class satisfy predominance.

6. Superiority

Rule 23(b)(3) requires a class action to be “superior to other available methods for fairly and efficiently adjudicating the controversy.” In considering the superiority of a class action, courts consider:

(A) the class members’ interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action.

Fed. R. Civ. P. 23(b)(3). “In deciding whether to certify a settlement class, the Court need not inquire whether the case, if tried, would present difficult management problems under Rule 23(b)(3)(D).” *Motor Fuel*, 217 F.R.D. at 269.

Superiority is satisfied here. Here, although liability may be substantial in the aggregate, the average Class Member’s damages likely would not warrant the bringing of individual lawsuits. Nor are there any anticipated difficulties managing the case as a class action for settlement purposes only. For these reasons, Plaintiff’s claim for royalty underpayment is well-situated for class-wide resolution. Further, the Diamondback Entities have agreed the Settlement Class should be certified for settlement purposes, subject to all rights reserved in the Settlement Agreement. *See Exhibit A* at ¶¶ 1.41, 9.1-9.4. A class action is the superior method of fair and efficient adjudication in this matter.

B. The Court Should Grant Preliminary Approval of the Proposed Settlement.

Courts strongly favor settlement as a method for resolving disputes. *See Sears v. Atchison, Topeka & Santa Fe Ry., Co.*, 749 F.2d 1451, 1455 (10th Cir. 1984); *see also*

Trujillo v. Colo., 649 F.2d 823, 826 (10th Cir. 1981) (citing “important public policy concerns that support voluntary settlements”); *Amoco Prod. Co. v. Fed. Power Comm’n*, 465 F.2d 1250, 1354 (10th Cir. 1972). This is particularly true in large, complex class actions such as this one. *See Big O Tires, Inc. v. Bigfoot 4x4, Inc.*, 167 F. Supp. 2d 1216, 1229 (D. Colo. 2001).

Federal courts will approve a class action settlement when Rule 23’s requirements for class certification are met, and when the settlement is fair to the class members. Proposed class action settlements follow a two-step process. *See In re Motor Fuel Temp. Sales Practices Litig.*, 258 F.R.D. 671, 675 (D. Kan. 2009); *see also* MANUAL FOR COMPLEX LITIGATION § 13.14 (4th ed. 2004). *First*, the Court conducts a preliminary analysis to determine if there is any reason not to notify the class or proceed with the proposed settlement. *See Lucas v. Kmart Corp.*, 234 F.R.D. 688, 693 (D. Colo. 2006). *Second*, after the Court preliminarily approves the settlement, the class is provided notice and an opportunity to be heard at a final fairness hearing, at which time the Court considers whether the settlement should be finally approved. *See In re Motor Fuel*, 258 F.R.D. at 675.

As to the first step, “the Court will ordinarily grant preliminary approval where the proposed settlement appears to be the product of serious, informed, noncollusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class and falls within the range of possible approval.” *Id.* at 675 (citation and internal quotations omitted). While “[t]he standards of preliminary approval are not as stringent as those applied for final approval,”

courts frequently refer to the final approval factors to determine whether a proposed settlement should be preliminarily approved. *Id.* at 675-76.

For purposes of preliminarily approval under Rule 23, federal courts consider whether:

- (A) the class representative and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-members' claims;
 - (iii) the terms of any proposed award of attorney's fees, including timing of payment;
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). The proposed Settlement Agreement satisfies each of these requirements.

1. Plaintiff and Its Counsel Have Adequately Represented the Settlement Class

Under this factor, the Court should consider that “the nature and amount of discovery in this or other cases, or the actual outcomes of other cases, may indicate whether counsel negotiating on behalf of the class had an adequate information base.”

Fed. R. Civ. P. 23 advisory committee's notes (2018). Here, the breadth and volume of the information reviewed by Plaintiff's counsel demonstrates the amount of work that

Plaintiff and its counsel have undertaken in this case. Plaintiff's counsel has engaged in substantial discovery experts by reviewing over 8,000 oil and gas leases, dozens of sales contracts, and reviewing over 2.3 gigabytes of royalty accounting data produced by the Diamondback Entities over a period of 18 months.

The data reviewed spans over a decade of monthly royalty payments to thousands of royalty owners paid on the production and sale of natural gas under sales contracts from 2011 to 2022. Further, Plaintiff and its counsel engaged experts to review the information produced by the Diamondback Entities so the Parties could appropriately consider the possibility of resolution. For two years, Plaintiff's counsel worked with experts to fully understand the Diamondback Entities' accounting data and develop a damages model. This required frequent meetings, communications, and exchanges of additional data and material between the Parties and their experts.

Further, as discussed *supra*, Plaintiff's counsel has served as counsel in several prior class action settlements involving claims of royalty underpayment similar to those claims asserted in this case. Plaintiff's counsel currently is involved in several other currently pending putative class actions asserting the same or similar underpayment claims at issue here.

The efforts of Plaintiff's counsel in other cases have laid the groundwork for the favorable Settlement Agreement reached in this case. The Settlement Agreement reached with the Diamondback Entities is similar to the recovered value reached in similar oil-and-gas actions.

2. The Proposed Settlement Was Negotiated at Arm's Length

“[T]he value of the assessment of able counsel negotiating at arm's length cannot be gainsaid.” *Reed v. GM Corp.*, 703 F.2d 170, 175 (5th Cir. 1983). Here, prior to reaching the Settlement, Plaintiff's counsel conducted extensive investigation and research into the claims asserted, reviewed extensive data, and consulted with experts. The Settlement Agreement is the product of arm's-length negotiations between Plaintiff and the Diamondback Entities and their experienced counsel at a point when Plaintiff and the Diamondback Entities possessed more than sufficient evidence and knowledge to allow them to make informed decisions about the strengths and weaknesses of their respective cases.

Prior to reaching the Settlement Agreement, the Parties went through a work-intensive mediation process. “The completeness and intensity of the mediation process, coupled with the quality and reputations of the Mediators, demonstrate a commitment by the Parties to a reasoned process for conflict resolution that took into account the strengths and weaknesses of their respective cases and the inherent vagaries of litigation.” *Wilkerson v. Martin Marietta Corp.*, 17 F.R.D. 273, 285 (D. Colo. 1997). An experienced mediator's involvement “in the settlement negotiations strongly supports a finding that they were conducted at arm's-length and without collusion.” *In re Telik, Inc. Sec. Litig.*, 576 F. Supp. 2d 570, 576 (S.D.N.Y. 2008); *see also D'Amato v. Deutsch Bank*, 236 F.3d 78, 85 (2d Cir. 2001) (noting that a “mediator's involvement in ... settlement negotiations helps to ensure that the proceedings were free of collusion and undue pressure”).

Here, the Parties engaged Robert G. Gum, Esq., to serve as mediator. Mr. Gum is a partner at Gum, Puckett & Mackechnie, LLP, and has significant experience mediating oil-and-gas class actions like this one. Should the Court grant preliminary approval of the Settlement Agreement, Plaintiff intends to obtain an affidavit from Mr. Gum as to his opinion on the fairness of the Settlement Agreement, given his extensive work as a neutral and in this case and others involving the same or similar claims.

The Settlement Agreement negotiated in this case is the product of mutual, zealous advocacy, and considers the relative strength and weakness of each side's case. The second factor supports preliminary approval.

3. The Relief Provided for the Class Is Fair and Adequate, Taking into Account:

(i) The Costs, Risks, and Delay of Trial and Appeal

“Although it is not the role of the Court at this stage of the litigation to evaluate the merits ... it is clear that the parties could reasonably conclude that there are serious questions of law and fact that exist such that they could significantly impact the case if it were litigated.” *Lucas v. Kmart Corp.*, 234 F.R.D. 688, 693-94 (D. Colo. 2006) (citation and internal quotations omitted). As strongly as both sides feel about the merits of their positions, each side recognizes serious questions of law and fact exist in this case.

Though the Parties ultimately agreed to a settlement amount, they still strongly disagree on many factual and legal issues. The Diamondback Entities deny all allegations of wrongdoing or liability. See Exhibit A at ¶ 11.1. The Diamondback Entities have entered into the Settlement Agreement solely to eliminate the burden,

expense, and distraction of further litigation. *See id.* Plaintiff is optimistic about its chances of success on obtaining certification and at trial on the merits, but it recognizes that there are significant obstacles it would have to overcome to achieve success on behalf of the Settlement Class. Serious questions of law and fact are still in dispute, and the favorable Settlement Agreement renders the resolution of these questions unnecessary and provides a guaranteed recovery in the face of uncertainty.

(ii) *The Effectiveness of Any Proposed Method of Distributing Relief to the Class, Including the Method of Processing Class Members' Claims*

The proposed distribution method for this common-fund settlement will be highly effective. Pursuant to the Settlement Agreement, the Diamondback Entities have provided (or will provide) Plaintiff's counsel with their payment history data for payments made by the Diamondback Entities for wells located in Texas and burdened by leases within the Settlement Class definition, including the names, last known addresses, and tax identification numbers of persons or entities receiving those payments. *See id.* ¶ 3.3. The Settlement Administrator will make reasonable efforts to: (a) verify the last-known address of Settlement Class Members provided by the Diamondback Entities, and (b) locate current addresses of any potential Settlement Class Members for whom the Diamondback Entities have not provided addresses. *See id.* ¶ 3.4.

Subject to the Court's approval, Plaintiff's counsel will allocate the Net Settlement Amount to individual Settlement Class Members who are participating in the Settlement based on numerous factors that are regularly used to allocate class settlements of this nature. *See id.* ¶ 6.2. The Net Settlement Amount then will be distributed by the

Settlement Administrator as soon as reasonably possible after final approval has been obtained for the Settlement Agreement. *See id.* ¶¶ 6.6-6.9. The Settlement Agreement specifies deadlines for distributing the Net Settlement Amount. *See id.* ¶ 6.8. Plaintiff's counsel has had this distribution method approved and utilized in other royalty class action settlements. *See, e.g., Cecil v. BP Am. Prod. Co.*, No. CIV-16-410-KEW (E.D. Okla. 2018); *Bollenbach Enters., L.P. v. Okla. Energy Acquisitions, L.P.*, No. CIV-17-0134-HE (W.D. Okla.).

Unlike many other class action settlements approved in federal court, the Settlement Agreement does not require Settlement Class Members to submit claim forms in order to receive their share of the Net Settlement Amount. To the contrary, all Settlement Class Members who do not affirmatively exclude themselves from the Settlement Class will automatically receive a check without the burden of submitting a claim form. *See Exhibit A* at ¶¶ 6.1-6.9.

(iii) The Terms of Any Proposed Award of Attorneys' Fees, Including Timing of Payment

Under the terms of the Settlement Agreement, Plaintiff's counsel will apply to the Court for an award of attorneys' fees no later than twenty-eight days before the Final Approval Hearing. *See id.* ¶ 7.1. Plaintiff's Counsel anticipate that they will seek a fee award of no more than 40% percent of the Gross Settlement Amount. Plaintiff's Counsel have obtained an excellent recovery for Settlement Class Members in the form of a \$11,975,580 cash payment. *See id.* ¶ 2.2. Under the Settlement Agreement, Plaintiff's attorneys' fees are to be paid to Plaintiff's Counsel from the Gross Settlement Amount, to

the extent practicable through reasonably diligent efforts by the Escrow Agent, one business day following the date the Judgment becomes Final and Non-Appealable. *See id.* ¶ 7.2.

(iv) Any Agreement Required to be Identified Under Rule 23(e)(3)

The Parties have entered into the Settlement Agreement, which is submitted in full at Exhibit A. The Parties also are negotiating a standard escrow agreement in order to hold the Gross Settlement Amount in escrow as required by the Settlement Agreement. *See Exhibit A* at ¶¶ 1.14, Section 5.

4. The Settlement Agreement Treats Class Members Equitably Relative to Each Other

The Settlement Agreement treats Settlement Class Members equitably relative to each other. All Settlement Class Members will receive their proportionate share of the Net Settlement Amount based on numerous factors that are regularly used, and approved by federal courts, to allocate class settlements of this nature. *See id.* ¶ 6.2.

Because all four factors weigh in favor of the Settlement Agreement here, Plaintiff respectfully requests the Court grant preliminary approval of the Settlement Agreement.

C. The Court Should Preliminarily Approve the Proposed Notice of Settlement to the Settlement Class

Rule 23(c)(2)(B) requires that notice of a settlement be “the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Rule 23(e)(1)(B) further instructs federal courts to

“direct notice in a reasonable manner to all class members who would be bound by the proposal.”

As to content, a settlement notice should be “reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the [proposed settlement] and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). “The hallmark of the notice inquiry ... is reasonableness.” *Lucas*, 234 F.R.D. at 696 (citation and internal quotations omitted).

Plaintiff has submitted to the Court for approval a Notice of Settlement, which includes a postcard Notice, a Notice for publication on the settlement website, and a summary Notice that will be published in various newspapers. The Notice of Settlement documents are attached to the Settlement Agreement as Exhibits 5, 6, and 7.

As set forth in the Settlement Agreement, Plaintiff and the Diamondback Entities have agreed that, no later than thirty (30) days after the entry of the Preliminary Approval Order, or at such time as is ordered by the Court, the Court-appointed Settlement Administrator shall begin disseminating the Notice by sending a copy of the postcard Notice (Settlement Agreement, Exhibit 5) via first-class mail to the last known mailing address of each Class Member who can be identified with reasonable effort to do so and also post the Notice (Settlement Agreement, Exhibit 6) on an Internet website dedicated to the Settlement Agreement. *See Exhibit A* at ¶¶ 3.5-3.6. Plaintiff and the Diamondback Entities further agreed that the Settlement Administrator also shall publish (or cause to be published) the Notice (Settlement Agreement, Exhibit 7) one time in each

of the following newspapers: (a) *The Oklahoman*, a paper of general circulation in Oklahoma; (b) *The Dallas Morning News*, a paper of general circulation in Texas; and (c) *The Houston Chronicle*, a paper of general circulation in Texas. *Id.* ¶ 3.5.

After mailing the postcard Notice of Settlement and continuing through the date of the Final Fairness Hearing, the Settlement Administrator also will display (or cause to be displayed) on an Internet website dedicated to this Settlement the following documents: (a) the Notice of Settlement; (b) the Complaint; (c) this Settlement Agreement; (d) the Preliminary Approval Order; and (e) other publicly filed documents related to the Settlement. *See id.* ¶ 3.6. The Notices shall direct Settlement Class Members to this website for additional information. The documents also will be available on the Court's docket.

In accordance with Rule 23(c)(2)(B), the proposed Notice will fully inform Settlement Class Members about the Litigation, the proposed Settlement Agreement, and the facts they need to make informed decisions about their rights and options in connection with the Settlement. The Notices clearly describe: (i) the terms and operations of the Settlement Agreement; (ii) the nature and extent of the release of claims; (iii) Plaintiff's counsel's intent to request attorneys' fees, reimbursement of expenses, and incentive awards; (iv) the procedure and timing for objecting to the Settlement; (iv) the procedure and timing for objecting to the Settlement Agreement; (v) the procedure and timing for requesting exclusion from the Settlement Class; (vi) the date, time, and place of the Final Fairness Hearing; and (vii) ways to receive additional information about this Litigation and the proposed Settlement Agreement.

The Notices also provide Settlement Class Members with a toll-free number and e-mail address for Settlement-related inquiries, and a URL address for the dedicated Settlement website where Settlement Class Members may obtain additional information. The Notices therefore are reasonably calculated to apprise the interested parties of the pendency of the Settlement Agreement and afford them an opportunity to opt out of the Settlement Class or to object. As such, the form and manner of the proposed Notice meets the requirements of both Rule 23 and due process. The Court should approve the Notices and the manner through which they will be delivered and communicated to the Settlement Class Members.

D. Appointment of JND Legal Administration as Settlement Administration Is Proper

Plaintiff respectfully requests that the Court appoint JND Legal Administration (“JND”) as the Settlement Administrator that will be responsible for transmitting the Notices, processing requests for exclusion, and distributing the Net Settlement Amount in accordance with a Court-approved Distribution Schedule. JND is an experienced class action administrator that has handled many complex class action settlements.

Under the terms of the Settlement Agreement, Plaintiff, the Diamondback Entities, and their respective counsel will work directly with the Settlement Administrator for much of the notice, administration, and distribution processes. Plaintiff therefore respectfully requests that the Court appoint JND as the Settlement Administrator.

E. Appointment of Citibank as Escrow Agent Is Proper

Plaintiff also respectfully request that the Court appoint Citibank as the Escrow Agent. Pursuant to the terms of the Settlement Agreement, the Parties mutually agreed upon Citibank to carry out the duties assigned to the Escrow Agent. See Exhibit A at ¶ 1.13.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court enter the agreed proposed Preliminary Approval Order, attached as Exhibit B hereto (and as Exhibit 8 to the Settlement Agreement), that will:

- (1) provisionally certify the Settlement Class for settlement purposes;
- (2) preliminarily approve the Settlement Agreement;
- (3) appoint Plaintiff as Class Representative for the Settlement Class;
- (4) appoint Rex. A. Sharp and Scott B. Goodger of Sharp Law, LLP as Class Counsel for the Settlement Class;
- (5) approve the form and manner of the proposed Notice to the Settlement Class;
- (6) appoint JND Legal Administration as Settlement Administrator;
- (7) appoint Citibank as Escrow Agent; and
- (8) set a hearing date for final approval of the Settlement Agreement and application for an award of Plaintiff's Attorneys' Fees, Litigation Expenses, and Administration, Notice, and Distribution Costs, and an Incentive Award to Plaintiff.

DATED this November ___, 2023.

Respectfully submitted,

/s/Michael E. Grant

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/s/Rex A. Sharp

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**ATTORNEYS FOR PLAINTIFF AND THE
PROPOSED CLASS**

CERTIFICATE OF SERVICE

I hereby certify that on November __, 2023, I electronically transmitted the foregoing document to the Clerk of Court using the Electronic Case Filing System for filing. Based on the records currently on file in this case, the Clerk of Court will transmit a Notice of Electronic Filing to those registered participants of the ECF System.

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/s/Rex A. Sharp
Rex A. Sharp

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30885913_v1

30901257_v2

Exhibit 4

<p><i>A federal court authorized this notice. This is not a solicitation from a lawyer.</i></p> <p>If You Are or Were a Royalty Owner Paid by Diamondback E&P, Diamondback Energy, or Energen Resources Corporation from a Texas Oil-and-Gas Well, You Could Be Part of a Proposed Class Action Settlement.</p> <p>Who Is Included? You may be a member of the Settlement Class if you are or were a royalty owner in the Class Wells located in Texas where Diamondback E&P, Diamondback Energy, or Energen Resources Corporation are or were the operator or remitted royalties to you directly. The Settlement Class has been preliminarily approved for settlement only. There are exclusions.</p>	<p><i>Cook v. Diamondback Settlement</i> c/o JND Legal Administration PO Box 91231 Seattle, WA 98111</p> <p>[OWNER NUMBER]</p> <p>[OWNER NAME 1] [OWNER NAME 2] [CARE OF NAME] [ADDRESS 1] [ADDRESS 2] [CITY, STATE ZIP] [COUNTRY]</p>
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<p>There is a proposed Settlement in a putative class action lawsuit filed against Diamondback Energy E&P, LLC (“Diamondback”) called <i>Cook Children’s Health Foundation v. Diamondback E&P, LLC</i>, No. 5:21-cv-00359-D, in the U.S. District Court for the Western District of Oklahoma. The Lawsuit claims Diamondback E&P, LLC, Diamondback Energy, Inc. and/or Energen Resources Corporation (collectively, the “Diamondback Entities”) underpaid royalties on natural gas production from Class Wells in Texas.</p> <p>Why am I receiving this notice? Diamondback’s records indicate you may be a member of the Settlement Class.</p> <p>What does the settlement provide? The proposed Settlement provides monetary benefits of \$11,975,580 that will be distributed according to the terms of the Settlement Agreement, the documents referenced in and exhibits to the Settlement Agreement, and orders from the Court. Plaintiff’s Counsel will seek attorneys’ fees up to 40% of the Settlement, plus reimbursement of litigation expenses and administration costs, all to be paid from the Gross Settlement Amount. Plaintiff will seek an incentive award also to be paid from the Gross Settlement Amount.</p>	<p>What are my legal rights? You do not have to do anything to stay in the Settlement Class and receive the benefits of the proposed Settlement. If you stay in the Settlement Class, you may also object to the proposed Settlement by following the instructions from the Court (available on the website) by <u>[OBJECTION DEADLINE]</u>. If you stay in the Settlement Class, you will be bound by all orders and judgments of the Court, and you will not be able to sue, or continue to sue, the Diamondback Entities or others identified in the Settlement Agreement from claims described herein. You may appear through an attorney if you so desire.</p> <p>What are my other options? If you do not wish to participate in or be legally bound by the proposed Settlement, you may exclude yourself by opting out no later than <u>[REQUEST FOR EXCLUSION DEADLINE]</u>, by following the instructions from the Court (available on the website). If you opt out, you will not receive any benefits from the Settlement and will not be bound by it or the judgment in this case.</p> <p>When will the Court decide whether to approve the proposed Settlement? A Final Fairness Hearing has been scheduled for _____ at ____:00 ____m. CT at the United States District Court for the Western District of Oklahoma, 200 NW 4th Street, Oklahoma City, OK 73102. You are not required to attend the hearing, but you or your lawyer may do so if you wish.</p>
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**THIS IS ONLY A SUMMARY. TO GET A COPY OF THE LONG-FORM NOTICE OR FOR MORE INFORMATION, VISIT
WWW.COOK-DIAMONDBACK.COM OR CALL TOLL-FREE 1-877-595-0197**

Exhibit 5

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

COOK CHILDREN'S HEALTH
FOUNDATION a/k/a W.I. COOK
FOUNDATION, INC., on behalf of itself
and a class of similarly situated persons,

Plaintiff,

vs.

DIAMONDBACK E&P LLC,

Defendant.

Case No. CIV-21-359-D

**NOTICE OF PROPOSED SETTLEMENT,
MOTION FOR ATTORNEYS' FEES AND COSTS,
INCENTIVE AWARD, AND FAIRNESS HEARING**

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

***If you belong to the Settlement Class and this Settlement is approved,
your legal rights will be affected.***

Read this Notice carefully to see what your rights are in connection with this Settlement.

Because you may be a member of the Settlement Class in the Litigation captioned above and described below (the "Litigation"), the Court has directed this Notice to be provided for you. The records of Diamondback E&P, LLC, Diamondback Energy, Inc., and/or Energen Resources Corporation and/or each's respective affiliates are lessees or successors-in-interest under oil and gas leases, and their respective predecessors, successors, assigns, and their past, present and future officers, directors, affiliates, employees, agents, servants, and representatives, excluding, however, QEP Resources, Inc. (collectively, the "Diamondback Entities") show you are a royalty owner in Texas well(s) for which the Diamondback Entities remitted oil-and-gas royalties. Capitalized terms not otherwise defined in this Notice shall have the meanings attributed to those

terms in the Settlement Agreement referred to below and available for free at www.cook-diamondback.com.¹

This Notice generally explains the claims being asserted in the Litigation, summarizes the Settlement, and tells you about your rights to remain a Class Member or to timely and properly submit a Request for Exclusion (also known as an “opt out”) so that you will be excluded from the Settlement. This Notice provides information so you can decide what action you want to take with respect to the Settlement before the Court is asked to finally approve it. If the Court approves the Settlement and after the final resolution of any objections or appeals, the Court-appointed Settlement Administrator will issue payments to Settlement Class Members, without any further action from you. This Notice describes the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

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

All royalty owners in Texas wells where Diamondback E&P LLC, Diamondback Energy, Inc., Energen Resources Corporation, and/or each’s respective affiliates was the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) from April 1, 2011 to July 31, 2023 under oil and gas leases which expressly contain the off-lease use of gas royalty clause, the on-lease free use clause, or both, and in which Diamondback E&P LLC, Diamondback Energy, Inc., Energen Resources Corporation, and/or each’s respective affiliates are lessees or successors-in-interest under such agreements (collectively, the “Diamondback Entities”).

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) agencies, departments or instrumentalities of the State of Texas; (3) the Diamondback Entities and their affiliates, officers, and directors; (4) any publicly traded entity (and its affiliates) that produces, gathers, processes, or markets gas; (5) the claims of

¹ This Notice is a summary of the terms of the Settlement Agreement in this matter. Please refer to the Settlement Agreement for a complete description of the terms and provisions thereof. The terms, conditions, and definitions in the Settlement Agreement qualify this Notice in its entirety.

royalty owners to the extent covered by arbitration clauses or prior settlement agreements, if any, still in effect on the date this lawsuit was filed; and (6) royalty paid by the Diamondback Entities only as a pass-through for other non-affiliated entities, except to the extent any claims are asserted against the Diamondback Entities that arise from such royalty paid.

Claim Period means checks or payments from April 1, 2011, to and including July 31, 2023, subject to the terms of the Settlement Agreement regarding Released Claims. If you are unsure whether you are included in the Settlement Class, you may contact the Settlement Administrator at:

Cook v. Diamondback Settlement
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91231
Seattle, WA 98111
Call Toll-Free: 1-877-595-0197
Email: info@cook-diamondback.com

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

I. General Information About the Litigation

The Litigation seeks damages for the Diamondback Entities' alleged payment, underpayment, or nonpayment of royalties paid to Plaintiff and the Settlement Class or its predecessors on the volumes of natural gas, natural gas liquids, and associated hydrocarbons produced during the Claim Period. The Diamondback Entities expressly deny all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation. The Court has made no determination with respect to the merits of any of the parties' claims or defenses. A more complete description of the Litigation, its status, and the rulings made in the Litigation are available in the pleadings and other papers maintained by the United States District Court for the Western District of Oklahoma in the file for the Litigation.

II. The Settlement, Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, an Incentive Award, and the Settlement Allocation and Distribution to the Settlement Class

On [Month] [Date], [Year], the Court preliminarily approved a Settlement in the Litigation between Plaintiff, on behalf of itself and the Settlement Class, and the Diamondback Entities. This approval and this Notice are not an expression of opinion by the Court as to the merits of any of the claims or defenses asserted by any of the parties to the Litigation, or of whether the Court will ultimately approve the Settlement Agreement.

In settlement of the Litigation, the Diamondback Entities have agreed to pay Eleven Million Nine Hundred Seventy-Five Thousand, Five Hundred and Eighty Dollars (\$11,975,580.00) in cash (“Gross Settlement Amount”). In exchange for the payment of the Gross Settlement Amount and other considerations stated in the Settlement Agreement, the Settlement Class shall release the Released Claims against the Released Parties. The Gross Settlement Amount, less Plaintiff’s Attorneys’ Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, and other costs approved by the Court, including an Incentive Award to the named Plaintiff (the “Net Settlement Amount”), will be distributed to Settlement Class Members pursuant to the terms of the Settlement Agreement.

Class Counsel intends to seek an award of Attorneys’ Fees of not more than 40% of the Gross Settlement Amount. Class Counsel have been litigating this case since 2021 without any payment whatsoever, advancing significant funds in expenses. At the Final Fairness Hearing, Class Counsel will also seek reimbursement of the litigation and administration expenses incurred in connection with the prosecution of this Litigation and that will be incurred through final distribution of the Settlement, which is estimated to be approximately \$250,000. In addition, Plaintiff intends to seek an Incentive Award for its representation of the Class, specifically Plaintiff’s time, expense, risk and burden in serving as Class Representative, which amount will not exceed 1% of the Gross Settlement Amount.

The Court must approve the Allocation Methodology, which describes how the Net Settlement Fund will be allocated to Settlement Class Members. The Settlement Administrator will distribute the benefits of the Net Settlement Fund after the Effective Date of the Settlement. The Effective Date requires the exhaustion of any appeals, which may take a year or more after the entry of Judgment. The Settlement may be terminated on several grounds, including if the Court does not approve, or materially modifies, the terms of the Settlement. If the Settlement is terminated, the Litigation will proceed as if the Settlement had not been reached.

This Notice does not and cannot set out all the terms of the Settlement Agreement, which is available for review at www.cook-diamondback.com. This website will eventually include this Notice, the proposed Allocation Methodology, and Class Counsel’s application for Attorneys’ Fees and Litigation Expenses, Administration, Notice, and Distribution Costs, and any other costs awarded by the Court. You may also receive information about the progress of the Settlement by visiting the website, or by contacting the Settlement Administrator at the address set forth above.

III. Class Settlement Fairness Hearing

The Final Fairness Hearing will be held on [Month] [Date], [Year], beginning at ___.m., before the Honorable Timothy D. DeGiusti, U.S. District Judge for the Western District of Oklahoma, 200 NW 4th Street, Oklahoma City, OK 73102. Please note that the date of the Fairness Hearing is subject to change without further notice. You should check the website at www.cook-diamondback.com to confirm no change to the date and time of the hearing. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement is fair, reasonable, and adequate; (b) any timely and properly raised objections to the Settlement; (c) the Allocation Methodology; (d) the application for Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs; and (e) the application for an Incentive Award for the Class Representative.

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

IV. What Are Your Options as a Class Member?

A. You Can Participate in the Settlement by Doing Nothing

By taking no action, your interests will be represented by Plaintiff as the Class Representative and Class Counsel. As a Settlement 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 Final Fairness Hearing. As a Settlement Class Member, if you are entitled to a distribution pursuant to the Allocation Methodology and Final Distribution Schedule, you will receive your portion of the Net Settlement Amount, and you will be bound by the Settlement Agreement and all orders and judgments entered by the Court regarding the Settlement. If the Settlement is approved, unless you exclude yourself from the Settlement Class, neither you nor any other Releasing Party will be able to start a lawsuit or arbitration, continue a lawsuit or arbitration, or be part of any other lawsuit against any of the Released Parties based on any of the Released Claims.

B. You May Submit a Request for Exclusion to Opt Out of the Settlement Class

If you do not wish to be a member of the Settlement Class, then you must exclude yourself from the Settlement Class by complying with the requirements set forth in Section 8 of the Settlement Agreement and summarized here. All Requests for Exclusion must include: (a) the Class Member's name, address, telephone number, and notarized signature; (b) a statement that the Class Member wishes to be excluded from the

Settlement Class in *Cook Children's Health Foundation a/k/a W.I. Cook Foundation, Inc., et al. v. Diamondback E&P LLC*; and (c) a description of the Class Member's interest in any wells for which the Diamondback Entities remitted oil-and-gas proceeds, including the well name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion may not be submitted through the website or by telephone, facsimile or e-mail. Requests for Exclusion must be served on Class Counsel and the Settlement Administrator by certified mail, return receipt requested and received no later than 5 p.m. CT on [Month] [Date], [Year]. Requests for Exclusion may be mailed as follows:

Settlement Administrator:

Cook v. Diamondback Settlement

c/o JND Legal Administration, Settlement Administrator

P.O. Box 91231

Seattle, WA 98111

Class Counsel:

Rex A. Sharp

Scott B. Goodger

Sharp Law, LLP

4820 W. 75th Street

Prairie Village, KS 66208

If you do not follow these procedures—including mailing the Request for Exclusion so that it is received by the deadline set out above—you will not be excluded from the Settlement Class, and you will be bound by all of the orders and judgments entered by the Court regarding the Settlement, including the release of claims. If you validly request exclusion as described above, you will not receive any distribution from the Net Settlement Fund, you cannot object to the Settlement, and you will not have released any claim against the Released Parties. You will not be legally bound by anything that happens in the Litigation.

C. You May Remain a Member of the Settlement Class, but Object to the Settlement, Allocation Methodology, Distribution Schedule, Plaintiff's Attorneys' Fees, Litigation Expenses, Administration, Notice, and Distribution Costs, or Incentive Award

Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, any term of the Settlement Agreement, the Allocation Methodology, the Distribution Schedule, the request for Plaintiff's Attorneys' Fees and Litigation Expenses and Administration, Notice, and Distribution Costs, or the request for an Incentive Award to the Class Representative may file an objection as set forth in

Section 10 of the Settlement Agreement. An objector must file with the Court and serve upon Class Counsel and Diamondback's Counsel by certified mail, return receipt requested a written objection containing the following: (a) a heading referring to *Cook Children's Health Foundation, a/k/a W.I. Cook Foundation, Inc., et al. v. Diamondback E & P LLC*, Case No. 5:21-cv-00359-D, United States District Court for the Western District of Oklahoma; (b) a statement as to whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, counsel must be identified by name, address, and telephone number; (c) a detailed statement of the specific legal and factual basis for each and every objection; (d) a list of any witnesses the objector may call at the Final Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court); (e) a list of, and copies of, any exhibits the objector may seek to use at the Final Fairness Hearing; (f) a list of any legal authority the objector may present at the Final Fairness Hearing; (g) the objector's name, current address, current telephone number, and all owner identification numbers with the Diamondback Entities; (h) the objector's signature executed before a Notary Public; (i) identification of the objector's interest in wells for which the Diamondback Entities have remitted oil and gas proceeds (by well name, well number, payee name, payee number, and county in which the well is located) during the Claim Period and identification of any payments by date of payment, date of production, and amount; and (j) if the objector is objecting to any portion of the Plaintiff's Attorneys' Fees or Litigation Expenses and Administration, Notice, and Distribution Costs, or an Incentive Award sought by Class Representative or Class Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is not. Such written objections must be filed with the Court at the address below:

Clerk of the Court
United States District Court for the Western District of Oklahoma
200 NW 4th Street
Oklahoma City, OK 73102

The same written objection must be served on Class Counsel and Diamondback's Counsel, via certified mail return receipt requested, and received no later than 5 p.m. CT by [Month] [Date], [Year], at the addresses set forth above for Class Counsel and the Court and below for Diamondback's Counsel.

Diamondback's Counsel:

John J. Griffin, Jr.
Crowe & Dunlevy
324 N. Robinson Ave., Suite 100
Oklahoma City, OK 73102

John F. Shepherd
Christopher A. Chrisman
Michelle R. Seares
Holland & Hart LLP
P.O. Box 8749
555 17th Street, Suite 3200
Denver, CO 80201-8749

UNLESS OTHERWISE ORDERED BY THE COURT, ANY CLASS MEMBER WHO DOES NOT OBJECT IN THE MANNER DESCRIBED HEREIN WILL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE SETTLEMENT (OR ANY PART THEREOF) AND WILL NOT BE ALLOWED TO PRESENT ANY OBJECTIONS AT THE FINAL FAIRNESS HEARING.

D. You May Retain Your Own Attorney to Represent You at the Final Fairness Hearing

You have the right to retain your own attorney to represent you at the Final Fairness Hearing. If you retain separate counsel, you will be responsible to pay his or her fees and expenses out of your own pocket.

V. Availability of Filed Papers and More Information

This Notice summarizes the Settlement Agreement. You may obtain a free copy of the Settlement Agreement with its exhibits, as well as other relevant documents, from the settlement website at www.cook-diamondback.com, or you may request copies by contacting the Settlement Administrator. In addition, the pleadings and other papers filed in the Litigation, including the Settlement Agreement, are available for inspection at the Office of the Clerk of the Court, whose address is set forth above, and may be obtained from the Clerk's office directly. The records are also available online for a fee through the PACER service at www.pacer.gov. If you have any questions about this Notice, you may consult an attorney of your own choosing at your own expense or Class Counsel.

PLEASE DO NOT CONTACT THE JUDGE OR THE COURT CLERK ASKING FOR INFORMATION REGARDING THIS NOTICE.

TIMOTHY D. DIGIUSTI
UNITED STATES DISTRICT JUDGE

Exhibit 6

If You Are or Were a Royalty Owner Paid by Diamondback E & P LLC, Diamondback Energy, Inc., and/or Energen Resources Corporation from a Texas Oil-and-Gas Well, You Could Be Part of a Proposed Class Action Settlement.

The Settlement Class includes:

All royalty owners in Texas wells where Diamondback E&P LLC, Diamondback Energy, Inc., Energen Resources Corporation, and/or each's respective affiliates was the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) from April 1, 2011 to July 31, 2023 under oil and gas leases which expressly contain the off-lease use of gas royalty clause, the on-lease free use clause, or both, and in which Diamondback E&P LLC, Diamondback Energy, Inc., Energen Resources Corporation, and/or each's respective affiliates are lessees or successors-in-interest under such agreements (collectively, the "Diamondback Entities").

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) agencies, departments or instrumentalities of the State of Texas; (3) the Diamondback Entities and their affiliates, officers, and directors; (4) any publicly traded entity (and its affiliates) that produces, gathers, processes, or markets gas; (5) the claims of royalty owners to the extent covered by arbitration clauses or prior settlement agreements, if any, still in effect on the date this lawsuit was filed; and (6) royalty paid by Defendant only as a pass-through for other non-affiliated entities.

Claim Period means checks or payments from April 1, 2011 to and including July 31, 2023, subject to the terms of the Settlement Agreement regarding Released Claims.

The Litigation seeks damages for alleged payment, underpayment, or nonpayment of royalties on the volumes of natural gas, natural gas liquids, and associated hydrocarbons produced during the Claim Period. The Diamondback Entities expressly deny all allegations of wrongdoing or liability with respect to the claims and allegations in the Litigation. The Court did not decide which side is right.

On [Month] [Date], [Year], the Court preliminarily approved a Settlement in which the Diamondback Entities have agreed to pay Eleven Million Nine Hundred Seventy-Five Thousand, Five Hundred and Eighty Dollars (\$11,975,580.00) in cash (the “Gross Settlement Amount”). From the Gross Settlement Amount, the Court may deduct Plaintiff’s Attorneys’ Fees and Litigation Expenses, an Incentive Award, and Administration, Notice, and Distribution Costs, all terms as defined in the Settlement Agreement. The remainder (the “Net Settlement Amount”) will be distributed to participating Class Members as provided in the Settlement Agreement. Complete information on the benefits of the Settlement, including information on distribution of benefits, can be found in the Settlement Agreement posted on the website listed below. In exchange, Settlement Class Members will release the Diamondback Entities and others identified in the Settlement Agreement as Released Parties from the claims described in the Settlement Agreement as Released Claims.

The attorneys and law firm who represent the Class as Plaintiff’s Counsel are Rex A. Sharp and Scott B. Goodger of Sharp Law, LLP. You may hire your own attorney, if you wish. However, you will be responsible for that attorney’s fees and expenses.

What Are My Legal Rights?

- **Do Nothing, Stay in the Class, and Receive Benefits of the Settlement:** If the Court approves the proposed Settlement, you or your successors, if eligible, will receive the benefits of the proposed Settlement.
- **Stay in the Settlement Class, But Object to All or Part of the Settlement:** You can file and serve a written objection to the Settlement and appear before the Court. Your written objection must contain the information described in Section 10 of the Settlement Agreement and in the Notice of Settlement, both of which can be found at the website listed below. Your objection must be filed with the Court and served on Plaintiff’s Counsel and Diamondback’s Counsel no later than [Month] [Date], [Year], at 5 p.m. CT.
- **Exclude Yourself from the Settlement Class:** To exclude yourself from the Settlement Class, you must submit a written request to be excluded. Your Request for Exclusion must contain the information described in Section 8 of the Settlement Agreement and in the Notice of Settlement, both of which can be found at the website listed below. Your Request for Exclusion must be received no later than [Month] [Date], [Year], at 5 p.m. CT. You cannot exclude yourself on the website, by telephone, or by email.

The Court will hold a Final Fairness Hearing on [Month] [Date], [Year], at _____.m. CT at the United States District Court for the Western District of Oklahoma. At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the application for Plaintiff’s Attorneys’ Fees and Litigation

Expenses and other costs, including an Incentive Award. If comments or objections have been submitted in the manner required, the Court will consider them as well. Please note that the date of the Final Fairness Hearing is subject to change without further notice. If you plan to attend the Hearing, you should check with the Court and the website www.cook-diamondback.com to confirm no changes to the date and/or time of the Hearing have been made.

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

Visit: www.cook-diamondback.com

Call Toll-Free: 1-877-595-0197

Or write to: *Cook v. Diamondback Settlement*
c/o JND Legal Administration, Settlement Administrator
P.O. Box 91231
Seattle, WA 98111
Email: info@cook-diamondback.com

Exhibit 7

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

COOK CHILDREN'S HEALTH
FOUNDATION a/k/a W.I. COOK
FOUNDATION, INC., on behalf of itself
and a class of similarly situated persons,

Plaintiff,

vs.

DIAMONDBACK E&P LLC,

Defendant.

Case No. CIV-21-359-D

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, CERTIFYING THE CLASS FOR SETTLEMENT PURPOSES,
APPROVING FORM AND MANNER OF NOTICE, AND
SETTING DATE FOR FINAL FAIRNESS HEARING**

This is a class action lawsuit brought by Plaintiff Cook Children's Health Foundation a/k/a W.I. Cook Foundation ("Plaintiff"), on behalf of itself and a class of similarly situated persons described below (collectively, the "Settlement Class") against Diamondback E&P, LLC ("Diamondback") for the alleged underpayment of royalties on natural gas, natural gas liquids, and associated hydrocarbons produced from wells located in Texas during the Claim Period.¹ On November 16, 2023, the Parties executed a Stipulation and Agreement of Settlement (the "Settlement Agreement"). The

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

Settlement Agreement, together with the documents referenced therein and exhibits thereto, set forth the terms and conditions for the proposed Settlement of the Litigation.

In accordance with the Settlement Agreement, Plaintiff now presents the Settlement to the Court for preliminary approval under Federal Rule of Civil Procedure 23.

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

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

2. The Court finds the Settlement Class should be certified at this stage for the purposes of this Settlement, as the Settlement Class meets all certification requirements of Federal Rule of Civil Procedure 23 for a settlement class. The Settlement Class is certified for settlement purposes only, subject to the Court's final consideration at the Final Fairness Hearing. Because this case has been settled at this stage of the proceedings, the Court does not reach, and makes no ruling either way, as to the issue of whether the Settlement Class could have been certified in this case on a contested basis.

3. The certified Settlement Class is defined as follows:

All royalty owners in Texas wells where Diamondback E&P LLC, Diamondback Energy, Inc., Energen Resources Corporation, and/or each's respective affiliates was the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners) from April 1, 2011 to July 31, 2023 under oil and gas leases which expressly contain the off-lease use of gas royalty clause, the on-lease free use clause, or both, and in which Diamondback E&P LLC, Diamondback Energy, Inc., Energen Resources Corporation, and/or each's respective affiliates are lessees or successors-in-interest under such agreements (collectively, the "Diamondback Entities").

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) agencies, departments or instrumentalities of the State of Texas; (3) Diamondback Entities and their affiliates, officers, and directors; (4) any publicly traded entity (and its affiliates) that produces, gathers, processes, or markets gas; (5) the claims of royalty owners to the extent covered by arbitration clauses or prior settlement agreements, if any, still in effect on the date this lawsuit was filed; and (6) royalty paid by Diamondback Entities only as a pass-through for other non-affiliated entities, except to the extent any claims are asserted directly against the Diamondback Entities that arise from such royalty paid.

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

a. **Numerosity.** Cook has demonstrated "[t]he class is so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). The Tenth Circuit has not adopted a set number as presumptively sufficient to meet this burden, and there is "no set formula to determine if the class is so numerous that it should be so certified."

Trevizo v. Adams, 455 F.3d 1155, 1162 (10th Cir. 2006). Here, the Settlement Class consists of several thousand royalty owners. Therefore, the Court finds the numerosity prerequisite is undoubtedly met.

b. **Commonality.** Plaintiff has also demonstrated that, for settlement purposes and on a preliminary basis, “[t]here are questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2).

c. **Typicality.** Plaintiff has also shown “[t]he claims or defenses of the representative parties are typical of the claims or defenses of the class” for settlement purposes and on a preliminary basis. Fed. R. Civ. P. 23(a)(3).

d. **Adequacy.** Plaintiff and Plaintiff’s Counsel have demonstrated “[t]he representative parties will fairly and adequately protect the interests of the class” for settlement purposes and on a preliminary basis. Fed. R. Civ. P. 23(a)(4).

In addition, because the Court finds Plaintiff and Plaintiff’s Counsel to be adequate representatives of the Settlement Class, the Court hereby appoints Plaintiff as Class Representative and Plaintiff’s Counsel Rex A. Sharp and Scott B. Goodger of Sharp Law, LLP as Class Counsel.

5. The Court also finds the requirements of Federal Rule of Civil Procedure 23(b)(3) are met at this stage of the proceedings:

a. **Predominance.** Cook has shown “questions of law or fact common to the members of the class predominate over any questions affecting only individual members” for settlement purposes and on a preliminary basis. Fed. R. Civ. P. 23(b)(3).

b. **Superiority.** Class Representative also has established “that a class action is superior to other available methods for the fair and efficient adjudication of the controversy” for settlement purposes and on a preliminary basis. Fed. R. Civ. P. 23(b)(3).

In sum, the Court finds all prerequisites and requirements of Federal Rule of Civil Procedure 23(a)-(b) are satisfied for purposes of certifying a class for settlement purposes, subject to the Court’s final consideration at the Final Fairness Hearing.

6. The Court preliminarily finds (a) the proposed Settlement resulted from extensive arm’s-length negotiations; (b) the proposed Settlement was agreed to only after Class Counsel had conducted legal research and discovery regarding the strengths and weakness of Class Representative’s and the Settlement Class’ claims; (c) Class Representative and Class Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate; and (d) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement to the Settlement Class.

7. Having considered the essential terms of the Settlement under the recognized standards for preliminary approval as set forth in the relevant jurisprudence, the Court preliminarily approves the Settlement, subject to the right of any member of the Settlement Class to challenge the fairness, reasonableness, and adequacy of any part of the Settlement, Settlement Agreement, Allocation Methodology, or any proposed Distribution Schedule, and to show cause, if any exists, why the Judgment dismissing the Released Claims in the Litigation based on the Settlement Agreement should not be

ordered after adequate notice to the Settlement Class has been given in conformity with this Order. As such, the Court finds that those Class Members whose claims would be settled, compromised, dismissed, and released pursuant to the Settlement should be given notice and an opportunity to be heard regarding final approval of the Settlement and other matters.

8. The Court further preliminarily approves the form and content of the proposed Notices, which are attached to the Settlement Agreement, and finds the Notices are the best notice practicable under the circumstances, constitute due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfy the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23. The Court finds the form and content of the Notices fairly and adequately: (a) describe the terms and effect of the Settlement; (b) notify the Settlement Class that Class Counsel will seek Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and an Incentive Award for Class Representative's services; (c) notify the Settlement Class of the time and place of the Final Fairness Hearing; (d) describe the procedure for requesting exclusion from the Settlement; and (e) describe the procedure for objecting to the Settlement or any part thereof.

9. The Court also preliminarily approves the proposed manner of communicating the Notices to the Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to

all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23:

a. No later than thirty (30) days after entry of this Preliminary Approval Order, the Settlement Administrator will mail (or cause to be mailed) the postcard Notice to all Class Members who have been identified after reasonable efforts to do so and will post the long-form Notice to the settlement website. The postcard Notice will be mailed to Class Members using the data described in paragraph 3.3 of the Settlement Agreement, the last known addresses for each payee, and any updated addresses found by the Settlement Administrator. For any Settlement Class Members who received more than one payment, the Notice of Settlement will be mailed to the payee's last-known address (or any updated address found by the Settlement Administrator). The Settlement Administrator will also publish the Notice as described below. It is not reasonable or economically practical for the Parties to do more to determine the names and addresses of Class Members.

b. No later than ten (10) days after mailing the postcard Notice, or at such time as is ordered by the Court, the Settlement Administrator also shall publish (or cause to be published) the summary Notice of Settlement one time in each of the following newspapers: (a) *The Oklahoman*, a paper of general circulation in Oklahoma; (b) *The Dallas Morning News*, a paper of general circulation in Texas; and (c) *The Houston Chronicle*, a paper of general circulation in Texas.

c. Within ten (10) days after mailing the postcard Notice and continuing through the Final Fairness Hearing, the Settlement Administrator will also

display (or cause to be displayed) on an Internet website dedicated to this Settlement the following documents: (i) the Notice of Settlement, (ii) the Complaint, (iii) the Settlement Agreement, (iv) this Order, and (v) other publicly-filed documents related to the Settlement.

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

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

12. The Court appoints Citibank as the Escrow Agent. The Escrow Agent is authorized and directed to act in accordance with the Settlement Agreement and Escrow Agreement. The Parties and their Counsel shall not be liable for any act or omission of the Escrow Agent or loss for the funds in the Escrow Account.

13. Pursuant to Federal Rule of Civil Procedure 23(e), a Final Fairness Hearing shall be held on [Month] [Date], [Year], at _____ M. in the United States District Court for the Western District of Oklahoma, the Honorable Timothy D. DeGiusti presiding to:

- a. determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate and in the best interests of the Settlement Class;
- b. determine whether the notice method utilized: (i) constituted the best practicable notice under the circumstances; (ii) constituted notice reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Litigation, the Settlement, their right to exclude themselves from the Settlement, their right to object to the Settlement, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) meets all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;
- c. determine whether a final Judgment should be entered pursuant to the Settlement Agreement, *inter alia*, dismissing the Released Claims in the Litigation against the Diamondback Entities with prejudice and extinguishing, releasing, and barring all Released Claims against all Released Parties in accordance with the Settlement Agreement;
- d. determine the proper method of allocation and distribution of the Net Settlement Amount among Settlement Class Members who are not excluded from the Settlement Class by virtue of a timely and properly submitted Request for Exclusion or other order of the Court;

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

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

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

15. Class Members wishing to exclude themselves from the Settlement Class pursuant to Federal Rule of Civil Procedure 23(e)(4) must submit a valid and timely Request for Exclusion. Requests for Exclusion must include: (i) the Class Member's name, address, telephone number, and notarized signature; (ii) a statement that the Class Member wishes to be excluded from the Settlement Class in *Cook v. Diamondback E & P LLC*; and (iii) a description of the Class Member's interest in any wells for which the Diamondback Entities remitted oil-and-gas proceeds, including the name, well number, county in which the well is located, and the owner identification number. Requests for Exclusion must be served on the Settlement Administrator, and Class Counsel by certified mail, return receipt requested and received no later than 5 p.m. CT by the

deadline of twenty-one (21) calendar days prior to the Final Fairness Hearing at the addresses for the Settlement Administrator and Class Counsel. Requests for Exclusion may be mailed as follows:

Settlement Administrator:

Cook v. Diamondback Settlement
c/o JND Legal Administration, Settlement Administrator
PO Box 91231
Seattle, WA 98111

Class Counsel:

Rex A. Sharp
Scott B. Goodger
Sharp Law, LLP
4820 W. 75th Street
Prairie Village, KS 66208

Requests for Exclusion may not be submitted through the website or by phone, facsimile, or e-mail. Any Settlement Class Member that has not timely and properly submitted a Request for Exclusion shall be included in the Settlement and shall be bound by the terms of the Settlement Agreement in the event it is finally approved by the Court.

16. Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, any term of the Settlement, the Allocation Methodology, any Distribution Schedule, the request for Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, or the request for an Incentive Award to Class Representative may file an objection. The written objection must contain the following: (a) a heading referring to *Cook v. Diamondback E & P LLC*, Case No. 5:21-cv-00359-D, United States District Court for the Western District of Oklahoma; (b) a statement as to whether the objector

intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, counsel must be identified by name, address, and telephone number; (c) a detailed statement of the specific legal and factual basis for each and every objection; (d) a list of any witnesses the objector may call at the Final Fairness Hearing, together with a brief summary of each witness's expected testimony (to the extent the objector desires to offer expert testimony and/or an expert report, any such evidence must fully comply with the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the Local Rules of the Court); (e) a list of and copies of any exhibits the objector may seek to use at the Final Fairness Hearing; (f) a list of any legal authority the objector may present at the Final Fairness Hearing; (g) the objector's name, current address, current telephone number, and all owner identification numbers with the Diamondback Entities; (h) the objector's signature executed before a Notary Public; (i) identification of the objector's interest in wells for which the Diamondback Entities remitted oil and gas proceeds (by well name, well number, payee name, payee number, and county in which the well is located) during the Claim Period and identification of any payments by date of payment, date of production, and amount; and (j) if the objector is objecting to any portion of Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses or Administration, Notice, and Distribution Costs, or an Incentive Award sought by Class Representative or Class Counsel on the basis that the amounts requested are unreasonably high, the objector must specifically state the portion of such requests he/she/it believes is fair and reasonable and the portion that is not. Such written objection must be filed with the Court and served on Plaintiff's Counsel and Diamondback's Counsel, via certified

mail return receipt requested, and received no later than 5 p.m. CT by the deadline of twenty-one (21) calendar days prior to the Final Fairness Hearing at the addresses for the Settlement Administrator and Class Counsel as set forth in paragraph 15 above and, for Diamondback's Counsel:

Diamondback's Counsel:

John J. Griffin, Jr.,
Crowe & Dunlevy
324 N. Robinson Ave., Suite 100
Oklahoma City, OK 73102

John F. Shepherd
Christopher A. Chrisman
Michelle R. Seares
Holland & Hart LLP
P.O. Box 8749
555 17th Street, Suite 3200
Denver, CO 80201-8749

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

17. Any objector who timely files and serves a valid written objection in accordance with the above paragraph may also appear at the Final Fairness Hearing,

either in person or through qualified counsel retained at the objector's expense.

Objectors or their attorneys intending to present any objection at the Final Fairness Hearing must comply with the Local Rules of this Court in addition to the requirements set forth in paragraph 16 above.

18. No later than twenty-eight (28) calendar days prior to the Final Fairness Hearing, if the Settlement has not been terminated pursuant to the Settlement Agreement, Plaintiff's Counsel and Plaintiff shall move for: (a) final approval of the Settlement pursuant to Federal Rule of Civil Procedure 23(e); (b) entry of a Judgment in substantially the same form as Exhibit 2 to the Settlement Agreement; (c) final approval of the Allocation Methodology and Final Distribution Schedule; and (d) Plaintiff's Attorneys' Fees, reimbursement of Litigation Expenses and Administration, Notice, and Distribution Costs, and an Incentive Award.

19. If the Settlement is not approved by the Court, is terminated in accordance with the terms of the Settlement Agreement, or otherwise does not become Final and Non-Appealable for any reason whatsoever, the Settlement, Settlement Agreement, and any actions to be taken in connection therewith (including this Order and any Judgment entered herein), shall be terminated and become void and of no further force and effect as described in the Settlement Agreement. Any obligation or provision in the Settlement Agreement that expressly pertains to the termination of the Settlement or events to occur after the termination, shall survive termination of the Settlement Agreement and Settlement.

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

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

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

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

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

IT IS SO ORDERED this ___ day of _____, 2023.

TIMOTHY D. DeGIUSTI
Chief United States District Judge

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