

NOTICE OF PROPOSED SETTLEMENT,
MOTION FOR ATTORNEYS' FEES, 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 whether you act or not.***

Read this Notice carefully to see what your rights and options are in connection with this Settlement.¹

- On October 17, 2017, the Court preliminarily approved a Settlement in the above-captioned litigation (the “Litigation”) between Plaintiff, Dorsey J. Reirdon (“Plaintiff”), on behalf of himself and the Settlement Class, and XTO Energy Inc. (“Defendant”). Capitalized terms not otherwise defined in this notice shall have the meanings attributed to those terms in the Settlement Agreement referred to below.
- Defendant has agreed to pay \$20,000,000.00 in cash (“Gross Settlement Fund”) plus certain future benefits (“Future Benefits”), which are estimated by Plaintiff to have a net present value of at least \$20,000,000.00, in settlement of all claims alleged in the Litigation. Additionally, Defendant has agreed to pay up to \$750,000 in Administration, Notice, and Distribution Costs associated with the Settlement. In exchange, the Settlement Class shall release any Released Claims (as defined below in the Answer to Question No. 2) the Releasing Parties may have against the Released Parties (as defined below in the Answer to Question No. 2). The Gross Settlement Fund, less Plaintiff’s Attorneys’ Fees, Litigation Expenses, any Case Contribution Award awarded by the Court, other costs approved by the Court, and the amount of money attributable to Class Members who are excluded from the Settlement Class (the “Net Settlement Fund”), will be distributed to Class Members who qualify for a distribution.
- The Settlement Class definition and exceptions are listed below in Question No. 5: “**How do I know whether I am part of the Settlement Class?**” and Question No. 6: “**Are there other exceptions to being included?**”
- Defendant does not believe it paid statutory interest incorrectly, paid royalty untimely, or violated any laws, and denies any liability and all allegations of wrongdoing asserted. Plaintiff and Defendant disagree on the amount of damages, if any, that could have been recovered if the Settlement Class prevailed on any of its claims at trial. In addition, Defendant does not agree that it would be appropriate to certify the claims asserted by Plaintiff on behalf of the Settlement Class in a contested class action.
- Counsel for Plaintiff (“Plaintiff’s Counsel”) intends to seek an award of attorneys’ fees up to \$8 million to be paid from the Gross Settlement Fund. Plaintiff’s Counsel have been litigating this case for over one and a half years without any payment whatsoever, advancing hundreds of thousands of dollars in labor and expense. Plaintiff’s Counsel will also request reimbursement of the expenses they have incurred in connection with the prosecution of this Litigation, and will incur through final distribution, which will not exceed \$300,000 and will be paid from the Gross Settlement Fund. In addition, Plaintiff intends to seek a Case Contribution Award of up to \$30,000 to be paid from the Gross Settlement Fund for his representation of the Class.
- In reaching the Settlement, Plaintiff and Defendant have avoided the uncertainty, cost and time of a contested class certification proceeding and trial. Plaintiff has agreed to the Settlement to avoid the risk that the Settlement Class could not be certified in a contested class action and that some or all of the claims of the Settlement Class against Defendant could be dismissed.

¹ This Notice summarizes and is qualified in its entirety by the Stipulation and Agreement of Settlement (“Settlement Agreement”) and the documents referenced therein, which set forth the terms of the Settlement. Please refer to the Settlement Agreement for a complete description of the terms and provisions thereof. A copy of the Settlement Agreement is available at www.reirdonxtoenergy.com.

- Further information regarding the Settlement and this Notice may be obtained by contacting Plaintiff’s Counsel: Nix, Patterson & Roach, LLP, 205 Linda Drive, Daingerfield, Texas 75638; Telephone: 903-645-7333, Attn: Reirdon-XTO Settlement. Please reference the Reirdon-XTO Settlement if you write or call.

YOUR LEGAL RIGHTS AND OPTIONS	
You Do Not Need To Take Further Action To Participate In The Settlement	If the Settlement is approved, you do not need to take any further action to participate in the Settlement and receive a payment. The portion of the Net Settlement Fund to which you are entitled will be calculated as part of the administration of the Settlement.
Exclude Yourself (by January 5, 2018 at 5 p.m. CDT)	If you do not wish to be a member of the Settlement Class, you <i>must</i> exclude yourself (as described below in Answer to Question No. 13 and in the Settlement) and you <i>will not</i> receive any payment from the Settlement Fund. You cannot bring or be part of another lawsuit or arbitration against any of the Released Parties based on any Released Claims unless you exclude yourself from the Settlement Class.
Object (by January 10, 2018 at 5 p.m. CDT)	If you do not exclude yourself and you wish to object to any part of the Settlement, the attorneys’ fees or litigation costs requested by Plaintiff’s Counsel, or the Case Contribution Award requested by Plaintiff, you may (as discussed below in Answer to Question No. 18 and in the Settlement) write to the Court about your objections.
Attend The Final Fairness Hearing (to be held on January 24, 2018 at 10:00 a.m.)	If you have submitted a valid and timely written objection to any aspect of the Settlement, the attorneys’ fees or litigation expenses requested by Plaintiff’s Counsel, or the Case Contribution Award requested by Plaintiff, you may (but do not have to) attend the Final Fairness Hearing and present your objections to the Court at that hearing (as described below in Answer to Question No. 22 and in the Settlement Agreement).
Do Nothing	If you are a Class Member and do nothing, you will be bound by the terms of the Settlement as set forth in the Settlement Agreement and the documents referenced therein, will be bound by the release of and agreement not to sue the Released Parties, will receive your portion of the Net Settlement Fund (if any), and will not be able to bring or pursue any Released Claims in any other lawsuit or arbitration. It is your responsibility to familiarize yourself with the Settlement and all other documents regarding the Settlement that can be found at www.reirdonxtoenergy.com .

- **These rights and options—and the deadlines to exercise them—are explained in this Notice and in the Settlement Agreement. Please note that the date of the Final Fairness Hearing—currently scheduled for January 24, 2018—is subject to change without further notice. If you plan to attend the Final Fairness Hearing, you should check the Court’s docket or www.reirdonxtoenergy.com to be sure no change to the date and time of the hearing has been made.**
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to Class Members only if the Court approves the Settlement and that approval is upheld in any appeals that may be filed.

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BASIC INFORMATION

1. WHY DID I GET THIS NOTICE PACKAGE?

You are being sent this Notice because you may be a member of the Settlement Class in the Litigation as described herein. Payment history records reflect that you have received payments from Defendant (or someone paying royalty on Defendant's behalf) for oil and gas production proceeds from oil and gas wells in Oklahoma during the Claim Period (as defined in the Settlement Agreement and in the answer to Question No. 2). This Notice is not intended to be, and should not be construed as, an expression of any opinion with respect to the merits of the allegations in the Petition filed in the Litigation. This Notice explains the claims being asserted in the Litigation, explains the Settlement, explains your right to remain a member of the Settlement Class (see Answer to Question No. 12), explains your right to opt out of the Settlement Class and be excluded from the Settlement (see Answer to Question No. 13), and explains your right to object to the Settlement (see Answer to Question No. 18).

The Court caused this Notice to be sent to you because, if you fall within this group and are not otherwise excluded from the Settlement Class, your rights will be affected and you have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it, after any objections and appeals are resolved, the Court-appointed Settlement Administrator will cause payments to be made to Class Members in accordance with the Settlement Agreement.

This Notice package describes the Litigation, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this Litigation is the United States District Court for the Eastern District of Oklahoma. The person prosecuting this Litigation on behalf of the Class is called the "Plaintiff" and the company it is suing is called the "Defendant." This case, also called the "Litigation," is known as *Dorsey J. Reirdon v. XTO Energy Inc.*, Case No. 6:16-cv-00087-KEW.

2. WHAT IS THE LITIGATION ABOUT?

The Litigation seeks damages for Defendant's alleged failure to pay statutory interest on royalty payments made by Defendant (or on behalf of Defendant) outside the time periods set forth in the Production Revenue Standards Act, 52 Okl. St. §570.10 (the "PRSA") for oil and gas production proceeds from oil and gas wells in Oklahoma. Specifically, in his Petition, Plaintiff alleges Defendant: (1) failed to pay statutory interest on royalty payments made outside the time periods set forth in the PRSA; (2) awaited a demand prior to paying statutory interest under the PRSA; (3) misrepresented and/or omitted the amount of statutory interest owed; and (4) is liable to Class Members for breach of the PRSA, actual fraud, constructive fraud, deceit, unjust enrichment/disgorgement, accounting, punitive damages, and injunctive relief.

Defendant expressly denies all of Plaintiff's factual and legal allegations. Defendant also expressly denies all Plaintiff's allegations that it has done anything wrong, breached the PRSA, committed any type of fraud, been deceitful, or been unjustly enriched. Defendant also denies that it is liable to Plaintiff or any of the Class Members for any of the claims and allegations in the Litigation or it would be appropriate to award any type of damages, an accounting, or injunctive relief.

The Court has made no determination with respect to 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 Eastern District of Oklahoma, located at 101 North 5th Street, Muskogee, Oklahoma 74401, in the file for Case No. 6:16-cv-00087-KEW. Some of the relevant pleadings are additionally located on the website found at www.reirdonxtoenergy.com. Should you have questions regarding the status, rulings or issues in the Litigation, such questions can be submitted as set forth below.

Release

If the Court enters a final order approving the Settlement, all Class Members, on behalf of the “Releasing Parties,” will release any “Released Claims” they have against the “Released Parties.” This means that if you remain a member of the Settlement Class, any and all claims related to underpaid and unpaid statutory interest under Oklahoma law for royalty payments made during the Claim Period will be released and discharged.

“**Claim Period**” means between January 1, 2009 and December 31, 2017.

“**Released Claims**” include all claims under Oklahoma law that the Releasing Parties may have against the Released Parties related solely to underpaid and unpaid statutory interest on royalty payments and overriding royalty payments made by Defendant (or any person or entity making royalty or overriding royalty payments on behalf of Defendant) during the Claim Period that were allegedly late according to the time periods set forth in the Production Revenue Standards Act, 52 Okl. St. §570.1, *et seq.* (the “PRSA”). Without limiting the foregoing, the Released Claims include any and all causes of action, choses in action, demands, debts, obligations, duties, liens, liabilities, and theories of liability and recovery of whatsoever kind and nature, whether based in contract or tort, whether arising in equity or under the common law, whether by statute or regulation, whether known or unknown, whether asserted by the Settlement Class in the past, present, or future, and whether contingent, prospective, or matured, whether for actual or punitive damages relief, interest, injunctive relief, declaratory relief, equitable relief, or any other type of relief, that are, were, or could have been asserted in the Litigation and relate to underpaid and unpaid statutory interest on royalty payments and overriding royalty payments made by Defendant (or any person or entity making royalty or overriding royalty payments on behalf of Defendant) during the Claim Period where such payments were allegedly late under the PRSA. The Released Claims specifically include all claims that a Releasing Party could make with regard to: (1) any failure to pay or delay in paying statutory interest on royalty payments and overriding royalty payments that the Releasing Party asserts were made outside the time periods set forth in the PRSA; (2) any payment of statutory interest the Releasing Party contends was less than the amount of statutory interest due under the PRSA; (3) any requirement that a request from a payee be made prior to paying statutory interest under the PRSA (or any delay in paying statutory interest until a request was made); (4) any misrepresentation and/or omission regarding the amount of statutory interest owed to a Class Member; and (5) any breach of the PRSA, actual fraud, constructive fraud, deceit, unjust enrichment/disgorgement, accounting, actual damages, punitive damages, and injunctive relief, insofar as any such claim arises from any underpaid and unpaid statutory interest on royalty payments and overriding royalty payments made by Defendant (or any person or entity making royalty or overriding royalty payments on behalf of Defendant) where such payments were allegedly late under the PRSA.

The Released Claims do not include claims related to royalty or overriding royalty payments made outside of the Claim Period. The Released Claims also specifically do not include: (a) claims for statutory interest on routine prior period adjustments made outside of the Claim Period that were caused by any volumetric adjustments, value adjustments, or mathematical errors that were made by Defendant; (b) claims that Defendant breached obligations to Class Members to develop Oklahoma oil and gas leases and failure to prevent offset drainage; and (c) claims for statutory interest allegedly owed on any unclaimed royalty payments Defendant has submitted to the State of Oklahoma pursuant to the Uniform Unclaimed Property Act or to any other state under a similar statute.

In addition, a Class Member’s Released Claims do not include the *Chieftain*-Related Claims. This provision regarding the *Chieftain*-Related Claims is subject to the express understanding of the Parties that it does not apply to the extent the *Chieftain*-Related Claims or the damages sought in *Chieftain* are the same as those asserted or sought in the Litigation. Stated another way, in the event the claims asserted or damages sought in the Litigation and those asserted or sought in *Chieftain* are the same, then all such claims or damages are included in this Settlement Agreement as a Released Claim.

“**Released Parties**” means Defendant; its predecessors, successors, heirs, assignors, and assignees; any person or entity who made royalty payments or overriding royalty payments on behalf of Defendant or its predecessors, successors, heirs, and assigns; and any past and present affiliates, directors, officers, employees, attorneys, agents, consultants, servants, stockholders, members, representatives, subsidiaries, and affiliates of the foregoing persons or entities.

“**Releasing Parties**” means the Class Member; its predecessors, successors, heirs, assignors, and assignees; and any past and present affiliates, officers, employees, attorneys, agents, consultants, servants, stockholders, members, representatives, subsidiaries, and affiliates of such persons or entities.

3. WHY IS THIS CASE A CLASS ACTION?

In a class action, one or more plaintiffs sue on behalf of people who have similar claims. All of the individuals and entities on whose behalf the plaintiffs are suing are class members. One court resolves the issues for all class members, except for those who choose to exclude themselves from the class. Here, United States Magistrate Judge Kimberly E. West is presiding over the Litigation.

4. WHY IS THERE A SETTLEMENT?

The Court has not reached a final judgment as to whether the Settlement Class could be certified as a contested class action or has proved or can prove its claims against the Released Parties. It would likely take several more years before a contested class certification proceeding and trial on the merits could be held, final judgment entered, and appeals exhausted. Instead, Plaintiff and Defendant have agreed to the Settlement in order to resolve the Litigation. In reaching the Settlement, both sides have avoided the risk, cost and time of a trial, and Plaintiff has avoided any further delay in resolving the Litigation. In addition, as with any litigated case, Plaintiff would face an uncertain outcome if this Litigation went to trial. On the one hand, a trial could result in a verdict greater than the Settlement. On the other hand, Defendant has asserted many defenses, and a trial could result in a judgment in favor of Defendant or a verdict lower than the Settlement Amount that Plaintiff has obtained, or even no recovery at all for Plaintiff and the Settlement Class. Based on these factors and others, Plaintiff and Plaintiff's Counsel believe the Settlement is best for all Class Members.

5. HOW DO I KNOW WHETHER I AM PART OF THE SETTLEMENT CLASS?

The Settlement Class consists of the following individuals and entities, subject to the exceptions listed in the answer to Question No. 6 below:

All non-excluded persons or entities who between January 1, 2009 and October 31, 2017 received royalty and/or overriding royalty payments from Defendant (or Defendant's designee) for oil and gas production proceeds from oil and gas wells in Oklahoma.

6. ARE THERE OTHER EXCEPTIONS TO BEING INCLUDED?

The persons or entities excluded from the Settlement Class are: (1) persons or entities who have received only working interest payments during the Claim Period; (2) agencies, departments, or instrumentalities of the United States of America and the State of Oklahoma; (3) publicly traded oil and gas companies and their affiliates; (4) persons or entities that Plaintiff's Counsel are prohibited from representing under Rule 1.7 of the Oklahoma Rules of Professional Conduct, including, but not limited to, Charles David Nutley and Danny George (who Plaintiff's Counsel cannot represent because such representation would create a concurrent conflict of interest); and (5) officers of the Court.

Also, you are not a Class Member if you exclude yourself from the Settlement Class by submitting a valid and timely request for exclusion in accordance with the requirements set forth in this Notice and in the Settlement. The procedure for requesting exclusion from the Settlement Class is described below in the Answer to Question No. 13.

7. I AM STILL NOT SURE WHETHER I AM INCLUDED.

If you are still not sure whether you are included, you can ask for help, which will be provided to you at no cost. You can call the Settlement Administrator at 1-866-516-7285, or write to the following address:

Reirdon-XTO Settlement
c/o JND Legal Administration, Settlement Administrator
P.O. Box 7028
Broomfield, CO 80021

THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE

8. WHAT DOES THE SETTLEMENT PROVIDE?

In consideration of the Settlement, Defendant has agreed to pay \$20,000,000.00 in cash. In addition, Defendant has agreed to, commencing on the later of (i) December 31, 2017 or (ii) the Effective Date and continuing unless or until there is a change in the law, implement new procedures and policies for paying statutory interest to royalty interest owners and overriding royalty interest owners in Oklahoma without awaiting a request for such statutory interest. See the Settlement Agreement for full details. Plaintiff estimates these Future Benefits have a net present value of at least \$20,000,000.00.

The Settlement, if approved, will result in the dismissal of the Petition against Defendant and the release by all Class Members of all the Released Claims the Releasing Parties may have against the Released Parties, as defined above in Answer to Question No. 2. The Net Settlement Fund will be distributed to the Class Members who are not excluded from the Settlement Class in accordance with the provisions of the Allocation Methodology and Final Plan of Allocation, which is explained below in the Answer to Question No. 9. The Administration, Notice, and Distribution Costs referenced in paragraph 1.1 of the Settlement Agreement will be paid by Defendant, up to an amount of \$750,000.00. The Gross Settlement Fund will bear any such costs exceeding \$750,000.00.

9. HOW MUCH WILL THE CASH PORTION OF MY PAYMENT BE?

The Net Settlement Fund shall be allocated to Class Members on the following basis:

With the Court's approval, Plaintiff's Counsel will first allocate the Net Settlement Fund to individual Class Members who are participating in the Settlement proportionately based on the amount of statutory interest owed on the original underlying royalty or overriding royalty payment (if any) that allegedly occurred outside the time periods required by the PRSA, with due regard for the production date, the date the underlying royalty payment was made, the amount of the underlying royalty payment made, the time periods set forth in the PRSA, any additional statutory interest that Plaintiff's Counsel believes has since accrued, and the amount of interest or returns that have accrued on the Class Member's proportionate share of the Net Settlement Fund (if any) during the time such share was held in the Escrow Account. Whether you receive a portion of the Net Settlement Proceeds depends on a determination of these listed factors. Thus, receipt of this Notice and status as a Class Member does not guarantee you will receive a portion of the Net Settlement Proceeds under the Court-approved plan of allocation. This allocation is subject to modification by Plaintiff's Counsel and final approval by the Court.

If you have questions about the tax consequences of participating in the Settlement, you should consult with your own tax advisor.

10. HOW CAN I GET A PAYMENT?

If you do **not** exclude yourself pursuant to the procedure set forth in Answer to Question No. 13 below, **YOU DO NOT NEED TO TAKE ANY ACTION WHATSOEVER** to receive your portion of the Net Settlement Fund (if any).

11. WHEN WOULD I GET MY PAYMENT?

Payment to Class Members is contingent on several matters, including the Court's approval of the Settlement and that approval becoming final and no longer subject to any appeal to any court, as set forth more specifically in paragraph 1.14 of the Settlement Agreement.

The Net Settlement Fund will be distributed by the Settlement Administrator as soon as reasonably possible after final approval has been obtained for the Settlement and any appeals are exhausted. The Settlement Agreement specifies deadlines for distributing the Net Settlement Fund. Any appeal of final approval could take well in excess of one year. It is not anticipated that any meaningful interest will accrue on the Net Settlement Fund. 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.

You may receive information about the progress of the Settlement by visiting the website at www.reirdonxtoenergy.com, by calling 1-866-516-7285, or by writing to: *Reirdon-XTO Settlement*, c/o JND Legal Administration, Settlement Administrator, P.O. Box 7028, Broomfield, CO 80021.

12. WHAT IS THE EFFECT OF MY REMAINING IN THE SETTLEMENT CLASS?

Unless you exclude yourself from the Settlement Class, if the Settlement is approved, you will be a Class Member. As a Class Member, you will receive any portion of the Net Settlement Fund allocated to you and will be bound by all orders and judgments entered by the Court regarding the Settlement. If the Settlement is approved, you will not be able to sue, continue to sue, or be part of any other lawsuit against any of the Released Parties concerning any of the Released Claims.

13. HOW DO I GET OUT OF THE SETTLEMENT AND NOT RELEASE MY CLAIMS?

To get out of the Settlement, you must exclude yourself from the Settlement Class. To exclude yourself from the Settlement Class, you must file with the Court and send by certified mail, return receipt requested, to Defendant's Counsel, Plaintiff's Counsel, and the Settlement Administrator a written statement that you want to be excluded from the Settlement Class in *Reirdon v. XTO Energy Inc.* In addition to the other information specified in the rest of this answer, your statement must include your name, address, telephone number, and notarized signature, and must be filed and received no later than January 5, 2018 at 5 p.m. CDT. Your written statement must be sent to:

PLAINTIFF'S COUNSEL
Bradley E. Beckworth Jeffrey J. Angelovich Andrew G. Pate Trey Duck NIX, PATTERSON & ROACH, LLP 3600 N Capital of Texas Hwy Austin, TX 78746
Patrick M. Ryan, OBA No. 7864 Phillip G. Whaley, OBA No. 13371 Jason A. Ryan, OBA No. 18824 Paula M. Jantzen, OBA No. 20464 RYAN WHALEY COLDIRON JANTZEN PETERS & WEBBER PLLC 900 Robinson Renaissance 119 North Robinson Oklahoma City, OK 73102 Telephone: 405-239-6040 Facsimile: 405-239-6766
Michael Burrage WHITTEN BURRAGE 512 N. Broadway Ave., Ste 300 Oklahoma City, OK 73102
Lawrence R. Murphy, Jr. RICHARDS & CONNOR, PLLP 525 S Main St. 12th Floor Tulsa, OK 74103

DEFENDANT'S COUNSEL
Jeffrey C. King Elizabeth L. Tiblets Christopher A. Brown WINSTEAD, PC 300 Throckmorton, Ste 1700 Fort Worth, TX 76102
Mark Banner HALL ESTILL HARDWICK GABLE GOLDEN & NELSON 320 S Boston Ave, Ste 200 Tulsa, OK 74103

SETTLEMENT ADMINISTRATOR
<i>Reirdon-XTO Settlement</i> c/o JND Legal Administration, Settlement Administrator P.O. Box 7028 Broomfield, CO 80021

To be effective, your written request for exclusion must be FILED and RECEIVED at the above addresses no later than January 5, 2018 at 5 p.m. CDT. You cannot exclude yourself on the website, by telephone, facsimile or by e-mail. The letter must be signed by you under oath and acknowledged by a Notary Public. In the letter, you must identify your interest in any wells for which you have received royalty and/or overriding royalty payments from Defendant or anyone making payments on Defendant's behalf, including the name, well number, county in which the well is located, and the owner identification number. Any such letter also should state generally:

Dear Judge, I want to exclude myself from the Settlement Class in *Dorsey J. Reiridon v. XTO Energy Inc.*, Case No. 6:16-cv-00087-KEW, United States District Court for the Eastern District of Oklahoma. I understand it will be my responsibility to pursue any claims I may have, if I so desire, on my own and at my expense.

If you do not follow these procedures—including meeting the date for exclusion 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. You must exclude yourself even if you already have a pending case against any of the Released Parties based upon any Released Claims.

If you validly request exclusion as described above, you will not receive a Distribution, 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. You will also not participate in any distribution of the Net Settlement Fund. Do not request exclusion if you wish to participate in the Settlement.

14. IF I DON'T EXCLUDE MYSELF FROM THE CLASS, CAN I SUE THE RELEASED PARTIES FOR THE SAME THING LATER?

No. Unless you exclude yourself from the Settlement Class in connection with the Litigation, you (and any other Releasing Parties) give up any right to sue any or all of the Released Parties for any Released Claims. If you have a pending lawsuit or arbitration against Defendant or any of its officers and/or directors or any other Released Parties, speak to the lawyer representing you in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit or arbitration against any of the Released Parties.

15. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT IN CONNECTION WITH THE LITIGATION?

No. If you exclude yourself from the Settlement Class, you may be able to sue, continue to sue, or be part of a different lawsuit or arbitration against the Released Persons, but you will not receive any money from the Settlement discussed in this Notice.

THE LAWYERS REPRESENTING YOU

16. DO I HAVE A LAWYER IN THE CASE?

The law firms of (a) Nix, Patterson & Roach, LLP; (b) Ryan Whaley PLLC; (c) Whitten Burrage; and (d) Richards & Connor, PLLP represent the Plaintiff and all other Class Members in this Litigation. These lawyers are called Plaintiff's Counsel. You will not be charged directly by these lawyers. If the Court authorizes it, these lawyers will be paid in accordance with the Answer to Question No. 17 below. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. HOW WILL THE LAWYERS BE PAID?

Plaintiff's Counsel intends to seek an award of attorneys' fees up to \$8 million to be paid out of the Gross Settlement Fund. Plaintiff's Counsel has been litigating this case for over one and a half years without any payment whatsoever. At the Final Fairness Hearing, Plaintiff's Counsel will also seek reimbursement from the Gross Settlement Fund of the expenses incurred in connection with the prosecution of this Litigation, and which will be incurred through final distribution of the Settlement, which amount will not exceed \$300,000. Plaintiff intends to seek a Case Contribution Award relating to his representation of the Settlement Class, taking into

account Plaintiff's time, effort, risk and burden, up to \$30,000. The Administration, Notice, and Distribution Costs referenced in paragraph 1.1 of the Settlement Agreement will also be paid by Defendant, up to an amount of \$750,000.00. The Gross Settlement Fund will bear any such costs exceeding \$750,000.00.

OBJECTING TO THE SETTLEMENT, PLAN OF ALLOCATION, ATTORNEYS' FEES AND EXPENSES, AND PLAINTIFF'S CASE CONTRIBUTION AWARD

18. HOW DO I TELL THE COURT THAT I DO NOT LIKE ANY ASPECT OF THE SETTLEMENT?

If you are a Class Member and you do not exclude yourself, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve the Settlement, Allocation Methodology, Initial Plan of Allocation, request for Plaintiff's attorneys' fees or reimbursement of Litigation Expenses, or Case Contribution Award to Plaintiff. To object, you must send a written statement to the Court, Plaintiff's Counsel, and Defendant's Counsel saying that you object to the proposed Settlement. You must include in your written statement:

- (a) a heading referring to *Dorsey J. Reiridon v. XTO Energy Inc.*, Case No. 6:16-cv-00087-KEW, United States District Court for the Eastern District of Oklahoma;
- (b) a statement as to whether you intend 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 (this statement must also comply with the requirement stated in Answer to Question No. 22 below);
- (c) a detailed statement of the specific legal and factual basis for each and every objection;
- (d) a list of any witnesses the objector wishes to 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 you may seek to use at the Final Fairness Hearing;
- (f) a list of any legal authority you may present at the Final Fairness Hearing;
- (g) your name, current address, current telephone number, and all royalty and overriding royalty owner identification numbers with Defendant;
- (h) your signature executed before a Notary Public;
- (i) identification of your interest in wells from which you have received royalty and/or overriding royalty payments by or on behalf of Defendant (by well name, payee well number, and county in which the well is located) during the Claim Period and identification of such royalty and/or overriding royalty payments by date of payment, date of production, and amount; and
- (j) if you are objecting to any portion of the Plaintiff's attorneys' fees or Litigation Expenses sought by Plaintiff's Counsel on the basis that the amounts requested are unreasonably high, you must specifically state the portion of Plaintiff's attorneys' fees and/or Litigation Expenses you believe is fair and reasonable and the portion that is not.

Your written objection must be filed with the Court and served on Plaintiff's Counsel and Defendant's Counsel by certified mail, return receipt requested, and received at the addresses below no later than January 10, 2018:

By the above date, your written objection must be ON FILE with the Court:

Clerk of the Court
United States District Court for the Eastern District of Oklahoma
101 North 5th Street
Muskogee, Oklahoma 74401

And, by the same date, copies of your written objection must be served and received by counsel at the addresses below:

PLAINTIFF'S COUNSEL

Bradley E. Beckworth
Jeffrey J. Angelovich
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UNLESS OTHERWISE ORDERED BY THE COURT, ANY SETTLEMENT 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 PROPOSED SETTLEMENT AND THE APPLICATION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES AND CASE CONTRIBUTION AWARD AND WILL NOT BE ALLOWED TO PRESENT ANY OBJECTIONS AT THE FINAL FAIRNESS HEARING.

19. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you are a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself from the Settlement Class, you have no basis to object, because the Settlement no longer affects you. If you do not exclude yourself from the Settlement Class, you will remain a member of the Settlement Class and will be bound by the terms of the Settlement Agreement (including the release contained therein) and all orders and judgments entered by the Court regarding the Settlement regardless of whether the Court accepts or denies your objection.

20. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Fairness Hearing on **January 24, 2018, at 10 a.m. CDT**, at the United States District Court for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, Oklahoma 74401. **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 www.reirdonxtoenergy.com to be sure no change to the date and time of the hearing has been made. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them at that time. After the Final Fairness Hearing, the Court will decide whether to approve the Settlement, the Allocation Methodology, and the Initial Plan of Allocation. The Court will also rule on the request for attorneys' fees and litigation expenses by Plaintiff's Counsel and the request for Case Contribution Award for Plaintiff relating to his representation of the Settlement Class. We do not know how long it will take the Court to make these decisions.

21. DO I HAVE TO COME TO THE HEARING?

No. Plaintiff's Counsel will answer any questions the Court might have for the Settlement Class. But you are welcome to come at your own expense. If you timely and properly file and serve an objection (see Answer to Question No. 18 above), you do not have to come to Court to talk about it. As long as you properly file and serve your written objection on time, it will be before the Court when the Court considers whether to approve the Settlement as fair, reasonable and adequate. You also may pay your own lawyer to attend the Final Fairness Hearing, but attendance is not necessary. However, if you fail to timely and properly file and serve an objection, you will not be entitled to be heard at the Final Fairness Hearing regarding any objections.

22. MAY I SPEAK AT THE HEARING?

If you are a Class Member who has not requested to be excluded from the Settlement Class, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *Dorsey J. Reirdon v. XTO Energy Inc.* Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be served on and received by the counsel listed in Answer to Question No. 18 and must be filed with the Clerk of the Court at the address in the Answer to Question No. 18 no later than **January 10, 2018 at 5 p.m. CDT**. You cannot speak at the Final Fairness Hearing if you exclude yourself from the Settlement Class.

If you object to the Settlement or any part thereof and you or your attorney wish to be heard at the Final Fairness Hearing, you must file a Notice of Intention to Appear as outlined above by the date specified for objections in the Answer to Question No. 18 in order to present your objection at the Hearing (see also Answer to Question No. 18 above).

IF YOU DO NOTHING

23. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing and you are a Class Member, you will receive payment in connection with the Settlement as explained in response to Question No. 9 above if you are entitled to a distribution pursuant to the Allocation Methodology and Final Plan of Allocation, and you will be bound by the Settlement. 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 or arbitration against any of the Released Parties based on any Released Claims.

GETTING MORE INFORMATION

24. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This Notice summarizes the Settlement. The complete terms of the Settlement are set out in the Settlement Agreement and the documents referenced therein and attached thereto. You may obtain a copy of the Settlement Agreement, as well as other documents, from the settlement website for free at www.reirdonxtoenergy.com or you may request copies by writing to *Reirdon-XTO Settlement*, c/o JND Legal Administration, Settlement Administrator, P.O. Box 7028, Broomfield, CO 80021. If you elect to obtain copies from a source other than the free website, there may be a charge to you for copying and mailing such documents. The Settlement Agreement also is filed in *Dorsey J. Reirdon v. XTO Energy Inc.*, Case No. 6:16-cv-00087-KEW, with the Clerk of the United States District Court for the Eastern District of Oklahoma, 101 North 5th Street, Muskogee, Oklahoma 74401, and may be obtained from

the Clerk's office directly. Further information regarding the Litigation and this Notice may be obtained by contacting Plaintiff's Counsel at the address provided in the Answer to Question No. 18 above.

25. HOW DO I GET MORE INFORMATION?

You can visit the website at www.reirdonxtoenergy.com, where you will find answers to common questions about the Settlement plus other information to help you determine whether you are a Class Member and whether you are eligible for payment. You can also call 1-866-516-7285 toll free or write to *Reirdon-XTO Settlement*, c/o JND Legal Administration, Settlement Administrator, P.O. Box 7028, Broomfield, CO 80021.

INQUIRIES

All inquiries concerning this notice or any other questions by Class Members should be directed to the Settlement Administrator as follows:

Reirdon-XTO Settlement
c/o JND Legal Administration, Settlement Administrator
P.O. Box 7028
Broomfield, CO 80021
Toll Free: 1-866-516-7285
Website: www.reirdonxtoenergy.com
Email: info@reirdonxtoenergy.com

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

DATED: December 1, 2017

BY ORDER OF THE COURT