

AGREEMENT FOR SETTLEMENT AND RELEASE OF ALL CLAIMS

This Agreement for Settlement and Release of All Claims ("Agreement") is made this _____ day of _____, 2007, by and between MONTANA LAND AND MINERAL OWNERS ASSOCIATION, INC., ARNOLD HOKANSON, LOU LUCKE, THE LUCKE COMPANY, JULIE STRAUER, CATHERYN BESSETTE, HAROLD OLSON, DONALD BOYCE and MARLA BOYCE, each in their individual capacity, and on behalf of their heirs, assigns and successors, and in their capacity as proposed class representatives (collectively "Plaintiffs" or "Class Representatives"), and DEVON ENERGY CORPORATION ("Devon Energy"), DEVON ENERGY PRODUCTION COMPANY, L.P. ("DEPCO"), and DEVON GAS SERVICES, L.P. ("DGS"), (collectively referred to as "Devon" as defined below).

RECITALS

- A. WHEREAS, Plaintiffs filed a suit against Devon in Montana Federal District Court for the Helena Division, CV 05-30-H-DWM, alleging failure to properly measure gas, and breach of contract, negligent misrepresentation, constructive fraud, and breach of fiduciary duties related to the calculation, valuation, accounting, and payment of royalties due on natural gas produced under leases held by the Plaintiffs and others, and seeking certification of a class action for related declaratory, injunctive and compensatory relief ("Class Suit").
- B. WHEREAS, Plaintiff Montana Land and Mineral Owners Association, Inc. ("MLMOA"), a mutual benefit member organization incorporated in Montana and established in 1974, with members who are oil and gas royalty owners in the state of Montana, does not own any royalties nor is it entitled to any royalty payments or reporting documents from Devon and is only seeking declaratory and injunctive relief and is not seeking, nor is it entitled to, any compensatory relief.
- C. WHEREAS, Plaintiffs Arnold Hokanson, The Lucke Company, Julie Strauser, Catheryn Bessette, Harold Olson, Donald Boyce and Marla Boyce each hold oil and gas leases with Devon, or one of Devon's predecessors-in-interest, which entitles such Plaintiffs to receive royalty payments from Devon for natural gas produced on wells covered by the leases.
- D. WHEREAS, DEPCO has paid royalties to Royalty Payees on Hydrocarbons produced from Devon Wells in accordance with its contractual and statutory obligations, and may pay royalties to Royalty Payees on Hydrocarbons from Devon Wells drilled after December 31, 2006;
- E. WHEREAS, Devon denies all of the allegations in the Class Suit and denies that it has violated any law or breached any contract or other agreement with or obligation owed to any Royalty Payees, and denies any and all liability for any of the Settled Claims;

F. WHEREAS, Plaintiffs filed a motion seeking certification of a class in the Class Suit, including Plaintiffs, under Federal R.Civ.P.23(b)(2) for declaratory and injunctive relief, and a class under Federal R.Civ.P.23(b)(3) for money damages allegedly due to Royalty Payees arising from the Settled Claims and Devon has opposed that motion;

G. WHEREAS, all parties to this litigation recognize that they will expend substantial resources in continuing this litigation;

H. WHEREAS, the Parties desire to settle, resolve, and release all Settled Claims against Devon;

I. WHEREAS, the Parties desire to establish Royalty valuation, payment and reporting procedures to govern future Royalties to eliminate future conflict or litigation over Royalty valuation, payment and reporting, which procedures shall be binding on the Parties and on the Settlement Class Members as to future Royalties paid and reported by Devon for Devon Wells;

NOW, THEREFORE, for the covenants and representations contained herein, and for the good and valuable consideration to the Plaintiffs and Settlement Class Members as provided in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

The following definitions shall apply solely for purposes of this Agreement and any pleadings, motions or documents used to implement this Agreement:

1.1 “Administrative Costs” shall mean all actual and reasonable administrative costs of printing and mailing class notices, producing and mailing settlement checks, producing and mailing form 1099 tax information, all escrow and accounting fees, and all other costs incurred to provide any notices to Potential Settlement Class Members and to the Settlement Class Members and to otherwise account for, administer and distribute the Settlement Amount.

1.2 “Approval Event” shall mean the earliest date on which all of the following conditions are met:

1.2.1 Settlement Class Notice has been provided to Potential Settlement Class Members by mail or as the Court may otherwise determine is appropriate; and

1.2.2 The Settlement Order and Judgment approving the terms of this Agreement has been entered; and

1.2.2.1 The time for appeal of any objections to the Settlement Order and Judgment has expired without appeal; or

1.2.2.2 The Settlement Order and Judgment has been affirmed following any appeal by an objecting party. In the event such an appeal is filed but on grounds which the Plaintiffs and Devon agree should not preclude completion of the settlement, they may agree in writing to waive this Paragraph 1.2.2.2 and consider the Approval Event to have occurred.

1.3 “**Attorney’s Fees Claims**” shall include all claims made in the Class Suit to recover all litigation costs and reasonable attorney’s fees incurred in the Class suit and shall include Attorney’s Fees for future benefits procured for Settlement Class Members but shall not include fees that might otherwise be incurred in enforcing this Agreement.

1.4 “**Class Counsel**” shall mean collectively all counsel and law firms appearing of record on behalf of the Plaintiffs in the Class Suit.

1.5 “**Class Suit**” shall have the meaning set forth in Recital A.

1.6 “**Devon**” shall mean collectively Devon Energy Corporation (“Devon Energy”), Devon Energy Production Company, L.P (“DEPCO”) and Devon Gas Services, L.P. (“DGS”), and all affiliates, subsidiaries, parent entities, predecessors-in-interest, assigns, successors, divisions, officers, directors, shareholders, employees, agents and attorneys of any of the Devon entities.

1.7 “**Devon Additional Released Parties**” shall mean Devon’s parent, subsidiaries, predecessors-in-interests, successors-in-interest, affiliates, divisions, officers, directors, shareholders, employees, agents, and attorneys. The term shall also include individuals and entities for whom Devon has paid Royalties on production from Devon Wells if and to the extent such Royalties for which Devon made payment are reflected in the electronic payment history records provided to Plaintiffs by Devon and shall include such individuals and entities for Royalties paid by Devon on their behalf in the future.

1.8 “**Devon Payable Settlement Sum**” shall be the sum of (1) the Devon Settlement Amount less the Opt-Out Claimants’ Settlement Portion; and (2) the interest earned on Devon Settlement Amount less interest on the Opt-Out Claimants’ Settlement Portion.

1.9 “**Devon Settlement Amount**” shall be Five Million Dollars (\$5,000,000.00).

1.10 “**Devon Wells**” shall mean those certain wells within the State of Montana listed in Exhibit A on leaseholds that produced natural gas at some time between January 1, 1998 and December 31, 2006, or new wells drilled after December 31, 2006 on those same leaseholds, or new or existing wells in the units, participating areas, communitized areas or pooled areas in which such leaseholds existed as of December 31, 2006.

1.11 “**Disputed Deductions**” shall mean those deductions taken by DEPCO from Royalties including without limitation, the cost, expense or value of fuel consumed or services performed by Devon or various third parties for transportation, gathering,

compression, pressuring, heater treating, dehydration, or separation between the wellhead and the Market Point.

1.12 “Distribution Check” shall mean a check, with Endorsement Language, payable to a Settlement Class Member to accomplish distribution of the Net Settlement Amount.

1.13 “Distribution Date” shall mean the date of the Distribution Check payable to each Settlement Class Member.

1.14 “Endorsement Language” shall be the release language contained on each Distribution Check to a Settlement Class Member, which states: “In full accord, satisfaction and payment in full for Payee’s Settled Claims as Settled Claims are defined in the Settlement Agreement with Devon Energy Corporation, Devon Energy Production Company, L.P., and Devon Gas Services, LP and for the future undertakings provided in Paragraph 2.4 of the Settlement Agreement and for the agreement that the reporting form presently used complies with Mont. Code. Ann. § 82-10-104 as it exists as of the date of the Settlement Agreement and is acceptable in its present form to the undersigned Settlement Class Member. A copy of the Settlement Agreement and Notice of Settlement may be obtained from Class Counsel.”

1.15 “Escrow Agent” shall mean a national bank within the State of Montana which is mutually agreeable to the Parties.

1.16 “Future Hydrocarbon Royalties Claims” shall mean all claims which were or could have been asserted in the Class Suit for Disputed Deductions, Valuation Claims, Interest Claims, and Attorney’s Fees Claims for Royalties paid to Settlement Class Members attributable to Hydrocarbons produced from Devon Wells after December 31, 2006.

1.17 “Future Royalty Payment Methodology” for Royalties paid on Hydrocarbons produced from Devon Wells after December 31, 2006 shall mean the royalty payments based upon the Market Point sales less Permitted Deductions defined in Paragraph 1.30.

1.18 “Future Royalty Reporting Format” shall mean the reporting of Royalties paid according to the Future Royalty Payment Methodology to the Settlement Class Members according to the following content and format: Devon will provide Settlement Class Members with the monthly royalty payment statement currently employed by DEPCO as of July 2006 which Plaintiffs agree complies with all requirements of Mont. Code Ann. § 82-10-104 as of the date of this Agreement and is acceptable in its present form to the Plaintiffs and Settlement Class Members; provided however, DEPCO will add additional deduction codes to the statement to show each of the Permitted Deductions as such term is defined in this Agreement.

1.19 “Hydrocarbons” shall mean all natural gas excluding condensate produced from Devon Wells.

1.20 “Hydrocarbon Royalties Claims” shall mean all claims that were or could have been alleged in the Class Suit for Disputed Deductions, Valuation Claims, Interest Claims and Attorney’s Fees Claims for Royalties paid to Settlement Class Members attributable to Hydrocarbons produced from Devon Wells on or prior to December 31, 2006.

1.21 “Interest Claims” shall mean all claims that were or could have been asserted in the Class Suit for the payment of interest.

1.22 “Instruments” shall mean all oil and gas leases, agreements, royalty conveyances, division orders, instruments or other writings and any amendments to any such instruments that grant, reserve, create or define the royalty interests owned by the Plaintiffs and the Settlement Class Members.

1.23 “Market Point” shall mean the first place where the gas produced from Devon Wells is sold in an arms length sale to a third party market, which locations are presently the Many Islands delivery point on the Havre Pipeline System and each of the delivery points to NorthWestern Energy on the Bear Paw System.

1.24 “Metering Claims” shall mean all claims that were or could have been asserted in the Class Suit arising from or related to the metering or measuring of produced natural gas as it flows from the wellhead to the Market Point.

1.25 “Net Settlement Amount” shall mean the net amount that is payable to each Settlement Class Member and shall be calculated by the Plaintiffs, using the electronic payment history records provided to Plaintiffs by Devon, pursuant to a formula approved by the Court. Plaintiffs agree to consult with Devon regarding the amounts to be paid to each Settlement Class Member but the Plaintiffs and Class Counsel shall make the final determination of those amounts, subject to the approval of the Court.

1.26 “Opt-Out Claimant” shall mean a Potential Class Member who submits a timely and valid request for exclusion in accordance with the Order of Preliminary Approval and the Notice of Settlement, and who does not revoke that request for exclusion from the Settlement Class in writing in accordance with the order of the Court. Such requests for exclusion shall apply to all Opt-Out Claims that an Opt-Out Claimant has against Devon.

1.27 “Opt-Out Claims” shall mean those Settled Claims that belong to Opt-Out Claimants. Opt-Out Claims are not settled by this Agreement.

1.28 “Opt-Out Settlement Amount” shall mean the pro rata portion of the Devon Settlement Amount that is attributable to Opt-Out Claims.

1.29 “Parties” shall mean Devon, Plaintiffs and the Settlement Class Members.

1.30 “Permitted Deductions” shall be defined as and are limited to the following deductions:

1.30.1 “Gathering Compression Fuel,” which is defined as (a) all fuel used by Devon to compress gas from Devon Wells and all lost and unaccounted for gas incurred by Devon from Devon Wells within the Bear Paw Gathering System, (b) all fuel used by Devon to compress gas from Devon Wells and all lost and unaccounted for gas incurred by Devon from wells for gathering within the Havre Pipeline Company System that is not regulated by the Montana Public Service Commission as of the date of this Agreement, and (c) all related taxes.

1.30.2 “Regulated Transportation Costs,” which is defined as costs that are regulated by the Montana Public Service Commission as of the date of this Agreement associated with transporting gas collected from Devon Wells through the Havre Pipeline Company System to the Market Point, and all related taxes.

1.30.3 “Transportation Compression Fuel,” which is defined as all fuel used by Devon to compress gas from Devon Wells and all lost and unaccounted for gas incurred by Devon from Devon Wells for transportation within the Havre Pipeline Company System that is regulated by the Montana Public Service Commission as of the date of this Agreement, and all related taxes.

Permitted Deductions explicitly exclude any other costs associated with maintenance, upkeep, construction, or other costs of operation for the Bear Paw Gathering System or any other costs not specifically permitted in this Section.

1.31 “Plaintiffs” shall mean Montana Land And Mineral Owners Association, Inc., Arnold Hokanson, Lou Lucke, The Lucke Company, Julie Strauser, Catheryn Bessette, Harold Olson, Donald Boyce and Marla Boyce, each in their individual capacity, and on behalf of their heirs, assigns and successors, and in their capacity as proposed class representatives on behalf of the Settlement Class Members.

1.32 “Potential Settlement Class Members” shall mean all royalty owners entitled to any Royalties from the Devon Wells and who are listed as Royalty Payees identified in Exhibit B and the MLMOA, but which excludes all federal (MMS), tribal (BIA), and State of Montana (State) lessors and excluding all overriding royalty interests (ORRI) of any kind or nature.

1.33 “Preliminary Approval Hearing” shall mean the hearing to be held before the Court to determine (a) whether this Agreement, including the Exhibits, should be preliminarily approved; (b) whether the Settlement Class should be preliminarily certified; (c) whether the form of the Settlement Class Notice attached as Exhibit F should be approved and mailed to the Potential Class Members; and (d) any other matter necessary to effectuate the terms of this Agreement.

1.34 “Preliminary Approval Order” shall mean the order in a form similar to Exhibit C entered by the Court after the Preliminary Approval Hearing preliminarily certifying the Settlement Class, approving the form of the Settlement Class Notice, directing that

notices be mailed to the Potential Class Members as soon as practicable, setting a time and place for the Final Approval Hearing, and setting a schedule for submitting any petition for Attorneys' Fees Claims.

1.35 "Reporting Claims" shall mean all claims, whether in tort or contract or under statutes, or regulations or other authority, and whether equitable or arising under common law, which were or could have been brought in the Class Suit, held by Settlement Class Members and associated with Devon's accounting, metering, valuation, or reporting of Royalties for Hydrocarbons produced on or prior to December 31, 2006.

1.35.1 "Future Reporting Claims" shall mean all claims, whether in tort or contract or under statutes, or regulations or other authority, and whether equitable or arising under common law, held by Settlement Class Members and associated with Devon's Future Royalty Payment Methodology and/or Future Royalty Reporting Format, including without limitation such claims that were or could have been alleged for violations of the reporting requirements of the State of Montana attributable to Hydrocarbons produced from Devon Wells after December 31, 2006.

1.36 "Royalties" shall mean the royalty payment DEPCO is contractually obligated to pay to Royalty Payees pursuant to the Instruments calculated as a percentage of the sales price at the Market Point less the Permitted Deductions and excluding overriding royalties.

1.37 "Royalty Payees" shall mean all royalty owners entitled to any Royalties and who are also Settlement Class Members.

1.38 "Settled Claims" shall mean all claims, demands, actions, causes of action, liabilities, suits, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments whatsoever, state or federal, in law or in equity, whether known or unknown, asserted or unasserted, suspected or unsuspected, which Plaintiffs and the Settlement Class Members may now or hereafter have or claim to have for, upon, or by reason of any matter, event, cause or thing whatsoever arising out of, based in whole or in part upon, relating to, or existing by reason of the facts, circumstances, transactions, events, occurrences, acts, omissions, or failures to act, of whatever kind or character whatsoever with respect to any and all matters arising from or related to any allegations in the Class Suit, including without limitation the (a) Hydrocarbon Royalties Claims, (b) Future Hydrocarbon Royalties Claims (c) Reporting Claims, (d) Future Reporting Claims, (e) Valuation Claims, (f) Attorney's Fees Claims, and (g) Metering Claims.

1.39 "Settlement Class" shall mean Settlement Class Members including without limitation the Plaintiffs.

1.40 "Settlement Class Claims" shall mean Settled Claims.

1.41 “Settlement Class Members” shall mean Potential Class Members other than Opt-Out Claimants.

1.42 “Settlement Class Notice” shall mean that notice as approved by the Court at the Preliminary Approval Hearing pursuant to Federal R. Civ. P. 23(c)(2) and to be mailed to all Potential Class Members. Because current addresses of Potential Class Members may not be available, notice to class members may also be made by publication in the counties where Devon Wells listed on Exhibit A are located. If this occurs, the publication shall be at the sole cost of the party electing to publish the notice.

1.43 “Final Approval Hearing” shall mean that hearing held by the Court after the Preliminary Approval Hearing and the mailing of the Settlement Class Notice at which the Plaintiffs shall request the Court, pursuant to Federal Rules of Civil Procedure 23(c)(1) to determine that (i) the terms of this Agreement, including the Exhibits, are fair, adequate, and reasonable; (ii) the Settlement Class should be finally certified; (iii) the Settlement Order and Judgment should be entered; and (iv) the application of Class Counsel for Attorney’s Fees Claims and Administrative Costs should be approved.

1.44 “Settlement Order and Judgment” shall mean the order and judgment to be entered after the Settlement Hearing and pursuant to Federal Rules Civil Procedure 23(d), in substantially the form of Exhibit E, finding that the Settlement Class Members are bound by the settlement approved by the Court; finding that the Settlement Class should be finally certified; approving the terms of the settlement as set forth in this Agreement; entering judgment as to the composition of the Settlement Class; and approving Class Counsel’s application for Attorney’s Fees Claims and Administrative Costs to be paid from the Devon Settlement Amount. The Plaintiffs and Devon agree that the Settlement Order and Judgment entered pursuant to this Agreement shall be a Final Judgment as defined by Rule 54(b) of the Federal Rules of Civil Procedure, and further agree that the form of order will so provide for entry of final judgment as to disposition of the Settled Claims and approved expenses in accordance with Rule 54(b).

1.45 “Uncashed Settlement Class Members” shall mean those Settlement Class Members, if any, whose Distribution Checks are not endorsed and presented to the payor bank within 180 days after the Distribution Date.

1.46 “Valuation Claims” shall mean all claims of any nature, whether in tort or contract or arising under the Instruments, statutes, regulations, or other authority, and whether equitable, legal or arising under any other legal authority or common law, which Plaintiffs or the Settlement Class asserted or could have asserted in the Class Suit and associated with either (1) the royalty value and measurement of any and all Hydrocarbons produced from the Devon Wells and for which Devon paid Royalties to Settlement Class Members, or (2) Disputed Deductions taken or allegedly taken by Devon from the Royalties it paid to Settlement Class Members.

Any defined terms contained in this Agreement are incorporated by reference in this Paragraph 1 (“Definitions”) unless otherwise defined in the Definitions.

2. SETTLEMENT

2.1 General Settlement Terms; Release. The parties agree that in accordance with the terms and conditions of this Agreement set forth below, DEPCO shall pay the Devon Settlement Amount, implement the Future Royalty Payment Methodology, and implement the Future Royalty Reporting Format as payment in full and complete settlement of the Settled Claims; and Plaintiffs and the Settlement Class Members shall release and forever discharge Devon and the Devon Additional Released Parties from the Settled Claims, and shall accept and agree to be bound by the Endorsement Language, the Future Payment Methodology and the Future Royalty Reporting Format. The parties further acknowledge that they or Class Counsel may hereafter discover claims or facts in addition to or different from those that they now know or believe to exist with respect to the Settled Claims, but that it is the intent of the Plaintiffs and the Settlement Class Members to fully, finally, and forever settle and release all of the Settled Claims, disputes and differences, known or unknown, asserted or unasserted, suspected or unsuspected, which do now exist, may hereafter exist, or may heretofore have existed against Devon or the Devon Additional Released Parties without regard to the subsequent discovery or existence of different or additional facts.

2.2 Payment into Escrow Account. The parties further agree that the Devon Settlement Amount shall be paid into an escrow account with the Escrow Agent and that each of the Settlement Class Members will be paid their Net Settlement Amount. The Settlement Class Members will bear their proportionate share of taxes on the sale of Hydrocarbons at the Market Point; however, they will not receive any tax benefits or credit associated with the costs or expenses they do not bear.

2.3 Permissible Attorney's Fees Claims; Payment of Administrative Costs Attorney's Fees Claims and Administrative Costs, as approved by the Court, shall be paid out of the Devon Settlement Amount subject to approval of this Agreement by the Court as embodied in the Settlement Order and Judgment. Plaintiffs and Class Counsel are responsible for communicating, coordinating, distributing and administering any matters pertaining to this settlement and the Devon Settlement Amount among or with Potential Class Members and Settlement Class Members. Devon shall take no position with respect to the Class Counsel's claim for or requested amount of Attorney's Fees Claims or Administrative Costs.

2.4 Future Claims and Proceedings

2.4.1 Payment of Royalties to Settlement Class Members For Hydrocarbons Produced After December 31, 2006. For Hydrocarbons produced after December 31, 2006, Devon agrees to pay Royalties to Settlement Class Members pursuant to the Future Royalty Payment Methodology with the following conditions:

2.4.1.1 Devon shall change its accounting and reporting systems to accommodate the agreed-upon Future Royalty Payment Methodology, by adding the following categories of Permitted Deductions to its Future Royalty Reporting Format: Gathering Compression Fuel, Regulated Transportation Costs, and Transportation Compression Fuel.

2.4.1.2 While Devon shall pay royalties based on the Future Royalty Payment Methodology effective January 1, 2007, such implementation and payment shall be phased in over time to allow Devon to properly configure its systems for the new accounting and payment methodologies. As a result, for the production period commencing January 1, 2007 through sixty (60) days following the Approval Event (“Adjustment Period”), Devon shall pay and report royalties according to its present methodology. Thereafter, Devon shall implement the Future Royalty Payment Methodology going forward, and shall make prior period adjustments payments for the Adjustment Period to conform payments made during the Adjustment Period to the requirements of the Future Royalty Payment Methodology.

2.4.2 Reporting of Royalties to Settlement Class Members For Gas Produced After December 31, 2006. For Hydrocarbons produced after December 31, 2006, and except as otherwise permitted under Paragraph 2.4.1, Devon agrees to report Royalties to Settlement Class Members for production from the Devon Wells pursuant to the Future Royalty Reporting Format.

2.4.3 Acceptance of Royalty Valuation Methodology and Reporting Format. As a condition of acceptance of the Distribution Check, Plaintiffs, for themselves, their heirs, successors and assigns, and for the Settlement Class Members, their heirs, successors and assigns, agree that the payment and reporting of future royalties according to the Future Royalty Payment Methodology and Future Royalty Reporting Format, if adhered to by Devon is consistent with and complies with all Montana statutory requirements, including without limitations those requirements of Mont. Code Ann. § 82-10-104 as of the date of this Agreement and shall fully satisfy Devon’s legal obligations to Plaintiffs and the Settlement Class Members under all instruments, statutes and case law, with respect to Devon’s reporting the Royalties and valuing the Hydrocarbons produced from the Devon Wells.

2.4.4 Disputes Arising Out of Obligations Imposed By Paragraph 2.4 For Hydrocarbons Produced After December 31, 2006. If, during the five-year time period that this Court retains jurisdiction over the implementation of this Settlement Agreement, a dispute arises relating to or resulting from this Settlement Agreement, from the implementation of the Settlement Order and Judgment, or from the production of Hydrocarbons produced after December 31, 2006, the Parties and their heirs, successors and assigns agree to first submit the dispute to mediation before a mutually agreeable mediator. If no mediator is

mutually agreeable to the Parties, or if no resolution of the dispute is reached following a mediation conducted in good faith, the Parties and their heirs, successors and assigns agree the dispute will be brought before this Court for resolution. Any future action outside the period of time that this Court retains jurisdiction over the implementation of this Settlement Agreement shall be filed in the Montana Federal Court, Helena Division.

2.5 Motion for Preliminary Approval; Class Notice; Information Provided by Devon.

2.5.1 Motion for Preliminary Approval. Within ten (10) days of the execution of this Settlement Agreement, the Plaintiffs shall move the Court for a Preliminary Approval Hearing on the Settled Claims requesting that such hearing be held as soon as practically possible.

2.5.2 Service of Class Notice. As soon as practicable after the entry of the Preliminary Approval Order, Class Counsel shall cause Class Notice in substantially the form of Exhibit F to be sent via First Class Mail postage prepaid and forwarding requested, or via such other form of notice as may be required by the Court to ensure adequate notice, to all Potential Settlement Class Members at the addresses provided by Devon.

2.5.3 Potential Class Member Information.

2.5.3.1 Within fourteen (14) days of the entry of the Preliminary Approval Order, Devon shall provide in electronically readable form the names, last known address information and internal owner numbers for Potential Class Members maintained in its corporate records to Class Counsel. Class Counsel and Class Representatives acknowledge that the information provided by Devon concerning Potential Class Members is confidential and is only to be used for purposes of implementing the settlement of this Class Action and any other use of such information subjects class Counsel and Class Representatives to the provisions of Section 4.17.

2.5.3.2 On March 15, 2007 or within thirty (30) days of the entry of the Preliminary Approval Order, whichever date occurs later, Devon shall provide in electronically readable form the total amount of production from the Devon Wells during the period from January 1, 1998 to December 31, 2006 and the proportion of the total attributed to each Potential Settlement Class Member's royalty interests. Class Counsel and Class Representatives acknowledge that the information provided by Devon concerning Potential Class Members is confidential and is only to be used for purposes of implementing the settlement of this Class Action and any other use of such information subjects class Counsel and Class Representatives to the provisions of Section 4.17.

2.6 Devon's Obligation to Pay Devon Payable Settlement Sum.

2.6.1 Escrow Account. Within ten (10) business days following the issuance of the Preliminary Approval Order, Devon shall deposit Five Million Dollars (\$5,000,000.00) in an escrow account with a Montana bank or financial institution that is mutually agreeable to the parties, ("Escrow Agent"). The agreement for escrow shall be substantially in the form attached as Exhibit D or in such other form as may be required by the Escrow Agent. Interest earned on the Devon Settlement Amount while in the escrow account shall be paid proportionately to Settlement Class Members in the amount each Settlement Class Member's Distribution Check bears to the total amount of the Distribution Checks issued. Upon the Approval Event, Devon agrees to instruct the Escrow Agent to release the Devon Payable Settlement Sum so Escrow Agent may accomplish the distribution of funds and interest as required by this Agreement and the Settlement Order and Judgment.

2.6.2 Refund of Opt-Out Amounts. Devon shall be refunded out of the Devon Settlement Amount escrow account all sums attributable to Opt-Out Claims within ten (10) days of the Approval Event plus interest attributable to such amounts. Class Counsel will provide Devon, within five (5) days after the Approval Event, with a full accounting including applicable interest earned on the portions of the Devon Settlement Amount attributable to each of the Settlement Class Members and each of the Opt-Out Claimants based upon the amounts allocated pursuant to Paragraph 2.1 of this Agreement.

2.6.3 Evidence of Receipt Cards and Distribution Checks. Class Counsel shall make available to Devon, upon Devon's request, all original receipt cards for Settlement Class Notices sent if Settlement Class Notice is sent by way or certified or registered mail. Devon may, at its own expense, obtain from the Escrow Agent all originals or copies of Distribution Checks. If requested, Class Counsel will assist in making the arrangements with the Escrow Agent.

2.6.4 Uncashed Distribution Checks. Within 240 days after the Distribution Date, Class Counsel (1) shall provide a list of any Uncashed Settlement Class Members to Devon; **and** (2) shall pay any amounts attributable to Uncashed Settlement Class Members to a charitable organization approved by the Court as a cy pres award if the Court approves such a cy pres award; **or** (3) if the Court does not approve a cy pres award, then shall pay any amounts attributable to Uncashed Settlement Class Members to the State of Montana pursuant to Mont. Code Ann. § 70-9-801 *et seq.*

2.7 Entry of Settlement Order and Judgment

2.7.1 Obtaining Entry of Orders. Plaintiffs and Class Counsel acknowledge that they will take all steps necessary, individually and jointly, to obtain entry of

(1) the Preliminary Approval Order with respect to the Settled Claims and (2) the Settlement Order and Judgment on the Settled Claims for the Class Suit. The Parties further agree that upon the Approval Event they shall stipulate to and cooperate to obtain an Order of Dismissal with Prejudice of the Settled Claims substantially in the form of Exhibit G.

2.7.2 Satisfaction of Judgment. Within ten (10) days of the Approval Event and release of the Devon Payable Settlement Sum from Escrow, Plaintiffs shall file with the Court a satisfaction of judgment for Settled Claims.

2.7.3 Filings with County Clerks and Recordors. Within ten (10) days of the Approval Event, Devon shall at its expense file a copy of the Settlement Order and Judgment, including this Agreement and all Exhibits or a short form of notice of the Settlement Order and Judgment with the appropriate County Clerks and Recordors, accompanied by the legal descriptions of the lands or leases under which the Devon Wells produce, and which includes a reference to the Settlement Order and Judgment in the Court's docket, in order to assure notice of this Agreement to successors and assigns of the Parties.

2.7.4 Tax Identification Numbers of Settlement Class Members. Within thirty (30) days of the entry of the Settlement Order and Judgment by the Court, Devon shall provide Class Counsel in electronically readable form the tax identification numbers of all Settlement Class Members that shall be correlated to that Settlement Class Members' internal owner number. Class Counsel and Class Representatives acknowledge that the information provided by Devon concerning Settlement Class Members is confidential and is only to be used for purposes of implementing the settlement of this Class Action and any other use of such information subjects class Counsel and Class Representatives to the provisions of Section 4.17.

2.8 No Admission. The Parties agree that the formation of a Settlement Class for the Settled Claims is not and shall not be construed or used as an admission regarding any fact or any substantive or procedural issue. Notwithstanding anything to the contrary, Plaintiffs and Devon hereby agree and acknowledge that this settlement and any of its terms shall not be admissible or be used by any Party in this proceeding or others for any purpose other than to carry out this settlement. Devon shall not be estopped or precluded in any way from contesting the appropriateness or manageability of a class or certification of a class for any purpose other than to carry out this settlement.

2.9 Opt-Out Procedure. Any Potential Class Member may request not to participate as a Settlement Class Member and therefore opt-out of the Settlement Class by submitting a timely request for exclusion in accordance with the Preliminary Approval Order and the Settlement Class Notice, provided however, a Potential Class Member shall not be entitled to Opt-Out as to only a part or portion of the Settled Claims belonging to such Potential Class Member.

2.9.1 Opt-Out Claimants. Any Potential Class Member who submits a timely request for exclusion, and who does not revoke that request for exclusion in writing at least seven (7) days prior to the Settlement Hearing, is an Opt-Out Claimant. An Opt-Out Claimant is deemed to have waived any and all claims to any part of the Devon Payable Settlement Sum.

2.9.2 Reinstatement of Opt-Out Claimants as Settlement Class Members. A Potential Class Member who submits a timely request for exclusion, but who thereafter revokes that request for exclusion in writing at least seven (7) days prior to the Settlement Hearing, will be deemed to be a Settlement Class Member and not an Opt-Out Claimant.

2.9.3 Plaintiffs' Agreements to Participate in Settlement. The Plaintiffs agree to (i) participate as Settlement Class Members; (ii) not request exclusion; (iii) not object to the Court's approval of this Agreement, and (iv) affirmatively present their support for final judicial approval of this Agreement.

2.9.4 No Encouragement to Opt-Out. Neither Plaintiffs, Class Counsel, Devon nor Devon's Counsel shall in any way encourage or counsel any Potential Class Member to opt out of the class, object to the class, appeal from an order approving the class or seek to reduce the size of the class.

2.9.5 Waiver of Appeal Rights. Plaintiffs and Devon waive any right to appeal or collaterally attack the Settlement Order and Judgment if it is entered substantially in the form of Exhibit E and conforms to the terms of this Settlement Agreement.

2.9.6 Notice to Devon of Opt-Out Claimants. Within five (5) days after Class Counsel receives a request for exclusion or notice of revocation of request for exclusion from a Potential Class Member, they shall deliver to Devon's counsel a copy of the request.

2.9.7 Voiding Settlement. The Parties agree that this Settlement Agreement shall be null and void (a) if the Court fails to approve the Settlement or (b) at Devon's option, if Class members collectively entitled to receive more than ten percent (10%) of the Cash Settlement Amount opt out of the Class. If either such event occurs, the parties shall return to their respective litigation positions as they existed as of October 22, 2006.

2.10 Entry of Judgment. With the exception of Devon's agreements as to future payment and reporting of Royalties to Settlement Class Members and the Parties' and Settlement Class Members' agreements to be bound by same, it is intended that the Settlement Order and Judgment shall provide with respect to all Settled Claims, that Devon's liability for the Settled Claims shall be extinguished.

2.11 Settlement Class Members' Release of Settled Claims and Agreement to Be Prospectively Bound. Following the Approval Event, and upon Devon's instruction to the Escrow Agent to release the Devon Payable Settlement Sum as provided herein, Plaintiffs, individually and on behalf of each member of the Settlement Class, and their respective heirs, assigns, trustees, executors, administrators and agents, agree:

2.11.1 To hereby release, acquit, hold harmless and forever discharge Devon and Devon Additional Released Parties to the fullest extent permitted by law, for and from any and all Settled Claims which they now hold, whether known or unknown, asserted or unasserted and which were or could have been asserted in the Class Suit. This release includes any costs, expenses or losses associated therewith. This release applies to all Hydrocarbon Royalty Claims and Reporting Claims, but as to Future Hydrocarbon Royalty Claims and Future Reporting Claims, this release is subject to the provisions of Subparagraphs 2.11.2 through 2.11.6.

2.11.2 The above release of Future Hydrocarbon Royalties Claims by each Settlement Class Member shall be effective only if and to the extent Devon complies with the Future Royalties Payment Methodology and Paragraph 2.4.1 of this Agreement for the affected accounting period and Settlement Class Member.

2.11.3 The above release of Future Reporting Claims for Hydrocarbons by each Settlement Class Member shall be effective only if and to the extent for those periods and Settlement Class Members that Devon complies with the provisions of Future Royalty Reporting Format or subsequent changes in law and Paragraph 2.4.2 of this Agreement for the affected accounting period and Settlement Class Member.

2.11.4 Settlement Class Members shall be bound prospectively by the Future Royalty Payment Methodology for Hydrocarbons and agree that the Future Royalty Payment Methodology satisfies Devon's legal obligations for Royalty payment, valuation and calculation under the applicable Instruments, statutes and case law, provided Devon's payment of Royalties to those Settlement Class Members conforms to the requirements of Paragraph 2.4.1 of this Agreement for the affected accounting period and Settlement Class Member.

2.11.5 Settlement Class Members shall be bound prospectively by the Future Royalty Reporting Format and agree that the Future Royalty Reporting Format satisfies Devon's legal obligations for reporting of Royalty under the applicable Instruments, statutes and case law, provided Devon's reporting of Royalties to those Settlement Class Members conforms to the requirements of Paragraph 2.4.2 or subsequent changes in law of this Agreement for the affected accounting period and Settlement Class Member.

2.11.6 The provisions of Paragraphs 2.11 shall be appurtenant to and run with the respective interests of Devon, Plaintiffs and the Settlement Class Members in the Hydrocarbons produced or to be produced from the Devon Wells.

2.12 Court's Settlement Orders. The Plaintiffs and Devon further agree, and the Court's orders shall provide, that:

2.12.1 As of the Approval Event, any Settlement Class Member who has not timely and properly opted out of the Class shall be deemed, by that fact, to have released Devon and Devon Additional Parties whether or not the Settlement Class member endorses and presents a Distribution Check.

2.12.2 The foregoing release of the Settlement Class Claims made by Plaintiffs and Settlement Class Members is effective to release any interests or claims of Class Counsel against Devon with respect to the Settlement Class Claims and Settled Claims.

2.12.3 As of the Approval Event, Settlement Class Members shall be deemed, by that fact, to have agreed and accepted prospectively the provisions of Paragraphs 2.11. The releases and agreements set forth herein shall constitute a full and complete defense to any action, claim or proceedings brought by any Settlement Class Members, and to the fullest extent permitted by law their heirs, successors and assigns for such claims, except for any action to enforce the terms of this Agreement. The releases and agreements set forth herein shall constitute a full and complete defense to any action, claim or proceedings brought by Devon against any Settlement Class Members, and to the fullest extent permitted by law Devon's successors and assigns for such claims, except for any action to enforce the terms of this Agreement.

3. COURT DISAPPROVAL OF SETTLEMENT; APPEAL

The Parties further agree as follows:

3.1 District Court Disapproval. If for any reason the Settlement Order and Judgment is not approved or entered by the Court in accordance with this Agreement and in a form substantially similar to Exhibit E:

3.1.1 This Agreement shall terminate;

3.1.2 Any order(s) or judgment(s) entered pursuant to this Agreement shall be vacated;

3.1.3 The Class Suit against Devon shall proceed as if this Agreement and its terms, had never been executed and the Parties shall be restored to their respective positions as of October 22, 2006;

3.1.4 This Settlement Agreement, its terms and all negotiations relating thereto may not be used in this Class Suit, any other proceedings or otherwise for any purpose except to the extent necessary to enforce this Agreement; and

3.1.5 Escrow Agent shall, within ten (10) days of receipt of notice of the termination of this Agreement, return Devon Settlement Amount in full with any accrued interest to Devon.

3.2 Appeal Following District Court Approval. In the event that the Settlement Order and Judgment entered by the Court is followed by an appeal taken by any Potential Class Member(s) based upon an objection duly made to the Proposed Class Settlement, the Parties may agree to waive any unsatisfied condition for release of the Devon Payable Settlement Sum and otherwise agree to consummate this Agreement if no stay of the Settlement Order and Judgment has been entered.

4. MISCELLANEOUS

4.1 For the purposes of this Agreement, any notice required or permitted to be given to the Parties hereto shall only be deemed to have been given if provided in writing by (i) personal delivery, (ii) certified mail, return receipt requested or (iii) overnight delivery (with delivery confirmation), addressed to the respective party at the address below:

Devon Energy Corporation, Devon Energy Production Company, L.P. or Devon Gas Services, L.P.:

Devon Energy Corporation
Attn: General Counsel
20 North Broadway
Oklahoma City, OK 73102-8260
(405) 552-4647
(405) 552-4648

with copies to:

Kimberly A. Beatty
Stanley T. Kaleczyc
Browning, Kaleczyc, Berry & Hoven, P.C.
139 North Last Chance Gulch
Helena, MT 59602
Phone: (406) 443-6820
Fax: (206) 443-6883

and

Richard E. Day
Williams, Porter, Day and Neville
P.O. Box 10700
Casper WY 82602
Phone (307) 265-0700
Fax: (307) 266 2306

Plaintiffs:

MONTANA LAND AND MINERAL OWNERS ASSOCIATION, INC.
c/o Herb Vasseur
Route 71 Box 29
Chinook, MT 59523

ARNOLD HOKANSON
Warrick Route
Big Sandy, MT 59520

LOU LUCKE and
THE LUCKE COMPANY
900 3rd Ave
Havre, MT 59501

JULIE STRAUSER
PO Box 1256
Havre, MT 59501

CATHERYN BESSETTE
PO Box 319
Belt, MT 59412

HARRY OLSON
Box 952
Chinook, MT 59523

DONALD BOYCE and
MARLA BOYCE
PO Box 1294
Havre, MT 59501

///

with copies to Class Counsel:

John J. Mudd
Mudd Nelson, P.C.
257 West Front Street, Suite A
P.O. Box 8154
Missoula, MT 59807-8154
Phone (406) 549-5468
Fax (406) 549-5469

Calvin T. Christian
Christian, Samson, Jones & Chisholm, PLLC
310 W. Spruce
P.O. Box 8479
Missoula, MT 59807
Phone (406) 721-7772
Fax (406) 721-7776

Thomas R. Meites
Jamie S. Franklin
Meites, Mulder, Mollica & Glink
20 South Clark Street
Suite 1500
Chicago, IL 60603
Phone (312) 263-0272
Fax (312) 263-2942

James H. Goetz
J. Devlan Geddes
Goetz, Gallik & Baldwin, P.C.
35 N. Grand
P.O. Box 6580
Bozeman, MT 59771-6580
Phone (406) 587-0618
Fax (406) 587-5144

In addition to the above, the Parties agree that all notices shall be sent by facsimile to the fax numbers noted above (with receipt confirmed). The address for any party may be changed by providing notice in the same manner as set forth above.

4.2 Nothing in this Agreement shall be construed to create a partnership or other association between the Parties with respect to the actions contemplated in this Agreement.

4.3 This Agreement and the attached Exhibits set forth the entire agreement among the Parties concerning the Devon Settlement and the resolution of the claims asserted

therein. This Agreement and the attached Exhibits are intended to be a fully integrated agreement of the Parties, and there are no covenants, promises, agreements, conditions or other understandings either oral or written with respect to the subject matter except as set forth in the Agreement. All previous covenants, promises, agreements, conditions or other understandings, either oral or written, with respect to the subject matter are deemed superseded by this Agreement. No subsequent amendments or alterations of the terms of this Agreement shall be valid unless made in writing and signed by the authorized representative of all the Parties. The following Exhibits referred to herein are incorporated by this reference and are made a part of the Agreement as though fully stated in the Agreement:

Exhibit A	-	List of Devon Wells
Exhibit B	-	List of Potential Settlement Class Members
Exhibit C	-	Form of Preliminary Approval Order for Devon Settled Claims
Exhibit D	-	Form of Escrow Agreement
Exhibit E	-	Form of Settlement Order and Judgment
Exhibit F	-	Form of Settlement Class Notice
Exhibit G	-	Form of Dismissal of Devon Settled Claims
Exhibit H	-	Format for Monthly Remittance or Payment Stub Information

4.4 The Parties agree to execute documents or instruments as may be required and take whatever action may be reasonably necessary to effectuate the purpose and intent of this Agreement.

4.5 Upon the Approval Event, this Agreement shall survive any Judgment entered by the Court, and shall be binding upon and inure to the benefit of the Parties, the Settlement Class Members and their respective successors and assigns.

4.6 The waiver by any Party to this Agreement of the breach of any provision shall not constitute a waiver of any subsequent breach of the same or any other provision.

4.8 The Parties agree that the settlement embodied in this Agreement, and all actions taken pursuant hereto, is made to compromise and settle the Settled Claims without further litigation. It is not and shall not be interpreted as an admission of any liability or wrongdoing by Devon or any Devon Additional Released Parties, nor shall it be construed as an admission of any strength or weakness in the Class Claims against Devon. Devon believes that it has properly paid and reported royalties in Montana, and Devon denies any wrongdoing or liability. No statement appearing in this Agreement or in any Exhibit to this Agreement or any other document to carry out the terms of this Agreement is, or should be interpreted as, an admission or statement against interest by Devon or any Devon Additional Released Parties. This Settlement Agreement, its terms and all negotiations relating thereto shall not be used by any person in this Class Suit, any other proceedings or otherwise for any purpose except to the extent necessary to enforce this Agreement.

4.9 Prior to a Party filing any suit, motion or action to enforce the terms of this Agreement, the Party shall give notice of any alleged breach or default to the other Party as set forth under Paragraph 4.1 and give that Party thirty (30) days within which to cure or resolve any dispute.

4.10 In the event of a dispute over the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in enforcing the provisions of the Agreement.

4.11 Each of the Parties shall bear its own costs, expenses, and attorney's fees in connection with this settlement and performance of the obligations imposed hereunder, except as otherwise specifically provided in this Agreement.

4.12 In construing this Agreement and in determining the rights of the Parties and Settlement Class Members, no Party shall be deemed to have solely drafted or created the Agreement; rather the Parties agree the provisions of this Agreement were fully negotiated by and between the Parties, and the parties were represented by separate legal counsel prior to the signing of this Agreement.

4.13 This Agreement shall be governed by and construed in accordance with the laws of the State of Montana without regard to any conflict of laws principle that would cause this Agreement to be construed in accordance with the laws of any other State.

4.14 This Agreement may be signed in original counterparts, and when so executed by each party shall for all purposes be considered an original.

4.15 The provisions of this Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

4.16 The Parties understand and agree that Devon has at all times denied and still denies any liability to the Plaintiffs and all Potential Settlement Class Members, and that the Devon Settlement Amount is paid and accepted in compromise and full settlement of disputed claims. Nothing contained herein shall be construed as an admission by Devon or any of the Devon Additional Released Parties of any liability of any kind, nor may any of the terms of this Agreement may be used by any Opt-Out Claimants who may elect to pursue separate actions against Devon.

4.17 The Plaintiffs, Class Counsel and the Settlement Class Members agree to indemnify and hold harmless Devon, the Devon Additional Released Parties and Devon's Counsel for any and all claims or liability related to or arising from Devon's distribution to Class Counsel of taxpayer identification numbers or other private or confidential

information belonging to the Plaintiffs and the Settlement Class Members as required by the provisions of this Agreement.

4.18 This Agreement contains the entire agreement between the parties. No statements, promises, or inducements made by any party or any agent of any party that are not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered, except in writing signed by all Parties hereto expressly referencing this Agreement.

4.19 THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AFTER INVESTIGATION OF THE FACTS, EXAMINATION OF THE RESPECTIVE CLAIMS, CONTROVERSIES AND DISPUTES (WHETHER ASSERTED OR UNASSERTED, KNOWN OR UNKNOWN) AND DEFENSES, DUE CONSULTATION WITH COUNSEL AND OTHER EXPERTS. **THE PARTIES HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT, HAVE BEEN FULLY ADVISED AND ARE SATISFIED WITH THE TERMS OF THE SETTLEMENT AND RELEASE, AND REPRESENT THAT THE PERSON SIGNING ON BEHALF OF EACH SUCH PARTY HAS FULL AUTHORITY TO BIND SUCH PARTY TO THE TERMS SET FORTH HEREIN AND EXECUTE THE RELEASES CONTAINED HEREIN.**

[Signature Pages on Following Pages]

DEFENDANTS: Signed this 16 day of April, 2007.

DEVON ENERGY COMPANY, DEVON ENERGY PRODUCTION COMPANY,
L.P. AND DEVON GAS SERVICES L.P.

By: D. D. DeCarlo

Name: D. D. DeCarlo

Title: Vice President and General Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 16 day of April, 2007, before me, the undersigned, a Notary Public for the State of OKLAHOMA, personally appeared D. D. DeCarlo known to me to be the person whose name is subscribed herein and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Patricia L. Dinsmore
Notary Public
Residing at: Canadian Co.
My Commission Expires: 2/10/08

Approved as to form:

COUNSEL for DEVON: Signed this 16th day of April, 2007.

Browning, Kaleczyc, Berry & Hoven, P.C.

By: Kimberly Beatty
Kimberly A. Beatty
Stanley T. Kaleczyc

Williams, Porter, Day and Neville

By: _____
Richard E. Day

Approved as to form:

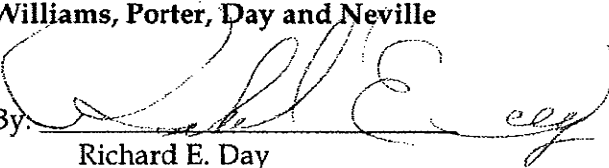
COUNSEL for DEVON: Signed this _____ day of _____, 2007.

Browning, Kaleczyc, Berry & Hoven, P.C.

By: _____

Kimberly A. Beatty
Stanley T. Kaleczyc

Williams, Porter, Day and Neville

By:  _____
Richard E. Day

PLAINTIFFS: Signed this 18 day of May, 2007.

Donald Boyce
DONALD BOYCE

STATE OF Montana)
COUNTY OF Hill) ss.

On this 18 day of May, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Donald Boyce known to me to be the person whose name is subscribed herein and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Wanda R. Crowell
Notary Public
Residing at: Haure
My Commission Expires: 12-6-2009

PLAINTIFFS: Signed this 20 day of April, 2007.

Julie Strauser
JULIE STRAUSER

STATE OF Montana)
COUNTY OF Hill) ss.

On this 19th day of April, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Julie Strauser known to me to be the person whose name is subscribed herein and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Lance B. Johnson
Notary Public
Residing at: Haue, MT
My Commission Expires: 6-1-2007

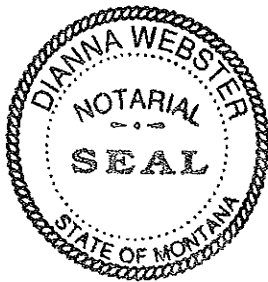
PLAINTIFFS: Signed this 23 day of April, 2007.

Arnold Hokanson
ARNOLD HOKANSON

STATE OF Mont.)
COUNTY OF Chouteau) ss.

On this 23 day of April, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Arnold Hokanson known to me to be the person whose name is subscribed herein and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Dianna Webster
Notary Public DIANNA WEBSTER
Residing at: Big Sandy, mt
My Commission Expires: Sept 28, 2008


PLAINTIFFS: Signed this 20 day of April, 2007.


CATHERYN BESSETTE

STATE OF Montana)
) ss.
COUNTY OF Cascade)

On this 20 day of April, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Catheryn Besette known to me to be the person whose name is subscribed herein and acknowledged to me that he/she executed the same.

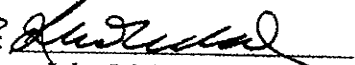
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public
Residing at: Great Falls, MT
My Commission Expires: 1-12-2011

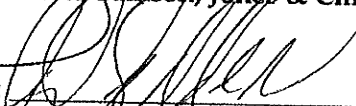
Approved as to form:

CLASS COUNSEL: Signed this 16th day of April, 2007.


Mudd Nelson, P.C.

By: 
John J. Mudd


Christian Samson, Jones & Chisholm, PLLC

By: 
Calvin T. Christian

Meites, Mulder, Mollica & Glink

By: 
Thomas R. Meites
Jamie S. Franklin

Goetz, Galik & Baldwin, P.C.

By: 
James H. Goetz
J. Deylan Geddes