

2. The Producing Leases and Additional Leases, as defined in the Settlement Agreement, have been transferred by Westport to Hilcorp. Under Section 4.5 of the Settlement Agreement, the provisions thereof are binding on Hilcorp as Westport's successor in interest. Pursuant to this Court's Order Granting Motion for Substitution of Party Defendant, Hilcorp has been substituted as a defendant for purposes of the Second Settlement Class. All capitalized terms used in this Order and not defined herein shall have the meanings set forth in the Settlement Agreement. In the event of any conflict between the descriptions in these paragraphs and the more detailed terms of the Settlement Agreement, the Settlement Agreement shall govern.
3. This suit involves claims brought under Leases, other instruments and the Wyoming Royalty Payment Act, Wyo. Stat. § 30-5-301 et seq. for Disputed Deductions, Valuation Claims, Statutory Interest, Statutory Reporting Assessments and Attorneys' Fees, as those terms are defined in the Settlement Agreement.
4. In accordance with Section 2.5.1 of the Settlement Agreement, Hilcorp, as successor in interest to Westport, and Plaintiffs propose certification of a second settlement class (the "Second Settlement Class") to settle potential class claims that relate to royalty and overriding royalty owners of Additional Leases (leases in Campbell and Johnson Counties, Wyoming in which Hilcorp owns an interest, whether producing or non-producing, that were not included in the First Settlement Class).
5. The Court has jurisdiction and venue over this suit and the Settlement Class. Under Wyo. Civ. P. 23(e), this Court's approval of any settlement is required.
6. The Settlement Agreement provides for a Second Settlement Class and in accordance therewith, Hilcorp and Plaintiffs propose certification of a Second Settlement Class composed of the following three groups:
 - (a) Royalty Payees in Leases producing Shallow Gas;
 - (b) Royalty Payees in Leases that have wells currently producing oil but not natural gas; and
 - (c) Royalty Payees in Leases that are undeveloped completely or leases that are undeveloped in the formations in which Hilcorp has an interest.
7. The Settled Claims, as defined in the Settlement Agreement, all arise from the same nucleus of operative facts and form part of the same case or controversy as alleged against Hilcorp (as Westport's

successor) in Plaintiffs' Amended Complaint so that all of the claims approved for settlement by this Order were or could have been asserted as class claims in this Action.

8. There are in excess of 388 Second Settlement Class Members and they are so numerous that joinder is impractical. Wyo. R. Civ. P. 23(a)(1).

9. There are questions of law and fact common to the Second Settlement Class Members and Plaintiffs. Wyo. R. Civ. P. 23(a)(2).

10. The questions of law and fact common to the Second Settlement Class Members predominate over any questions affecting only individual members, and in the context of this settlement only, the settlement of Second Settlement Class Members' claims by a class action under Wyo. R. Civ. P. 23 is superior to other available methods for the fair and effective settlement and adjudication of this controversy.

11. Plaintiffs' claims are typical of the Second Settlement Class Members' claims.

12. Plaintiffs and Designated Class Representatives are appropriate representatives of the Second Settlement Class and have and will adequately represent the interests of the Second Settlement Class Members.

13. The Second Settlement Class Members have no special interest in individually controlling the prosecution of separate actions.

14. Class Counsel for the Second Settlement Class is experienced and fully qualified.

15. No significant difficulties are likely to be encountered in the management of the action as a class action for settlement purposes only.

16. Hilcorp has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

17. Subject to the provisions of Paragraph 18 and in accordance with the provisions of Wyo. R. Civ. P. 23, the Court certifies as potential members of the Hilcorp Second Settlement Class, the Royalty Payees as set forth in Exhibits 2A, 3A and 4A to the Motion For Conditional Consideration of the Settlement Agreement and Provisional Certification of the Hilcorp Second Settlement Class which are also listed with their addresses on Exhibits 2A, 3A and 4A to this Order.

18. The Court approves the Designated Class Representatives as representative of the Second Settlement Class and appoints Plaintiffs' counsel to represent the Second Settlement Class ("Class Counsel").

19. The Court finds that the proposed settlement as provided in the Settlement Agreement is fair and reasonable under the circumstances. This finding and determination is subject to the Court's further review of objections, if any, filed with regard to the class settlement according to the terms of the Settlement Agreement.

20. The certification of the Second Settlement Class is only for the purpose of settlement and not for any other purpose in this litigation. This certification is subject to the Court's further review of objections, if any, filed with regard to the class settlement according to the terms of the Settlement Agreement. If the settlement is not finalized, the certification provided herein shall be void and have no further effect.

21. The Court finds that reasonable and adequate notice will be given to potential members of the Second Settlement Class by providing the appropriate Notice of Proposed Class Action Settlement found in Exhibits 2D, 3D and 4C attached to the Motion that corresponds to the three groups of Royalty Payees ("Notice"), which notices are also attached to this Order as Exhibits 2D, 3D and 4C.

22. The Court finds that reasonable and adequate notice of the settlement will be given to potential members of the Settlement Class if the Notice is sent by priority mail (with electronic confirmation of delivery) to each potential member of the Second Settlement Class at the last known address as shown on Exhibits 2A, 3A and 4A hereto.

23. A hearing to consider objections, if any, to the Second Settlement Class and to finally determine if the Settlement Agreement is fair and equitable as to the Second Settlement Class shall be heard at the Campbell County Courthouse on the 28 day of July 2008, located at Gillette, Wyoming, commencing at 1:30 PM ("Final Settlement Hearing") or at the dates and times to which the Court may reschedule the hearing.

24. Any Class Member of the Second Settlement Class who desires to be excluded from the Second Settlement Class shall deliver in writing that Member's election to be excluded to Class Counsel and Hilcorp Counsel on or before June 9, 2008 ("Deadline for Exclusion"). Any potential member of the Second Settlement Class may revoke that Member's election to be excluded from the

Second Settlement Class by delivering such written revocation to Class Counsel and Hilcorp Counsel in writing at least six (6) days prior to the Final Settlement Hearing. Class Counsel shall file with the Court a report ("Class Counsel's Report") four (4) days before the Final Settlement Hearing to provide to the Court a compilation of (a) all potential members of the Second Settlement Class who have opted out of the Second Settlement Class ("Opt Out Claimants"); (b) all Opt Out Claimants who have properly revoked their election to opt-out; and (c) those Second Settlement Class Members who shall constitute the Second Settlement Class if finally approved by the Court at the Final Settlement Hearing.

25. Any objections to the Settlement Agreement or the Second Settlement Class shall be in writing and delivered to Class Counsel and Hilcorp Counsel on or before June 9, 2008. Class Counsel shall file with the Court as part of Class Counsel's Report a compilation of the objections and Class Counsel's responses to the objections, if any.

26. The addresses to be used for serving notices and objections on Class Counsel and Hilcorp

Counsel are:

Hilcorp's Counsel:

Judith M. Matlock
Davis, Graham & Stubbs, LLP
1550 17th Street, Suite 500
Denver, CO 80202

Randall B. Reed
Dray, Thomson & Dyekman, P.C.
204 East 22nd Street
Cheyenne, WY 82001

Class Counsel:

Steven F. Freudenthal
Freudenthal & Bonds, P.C.
123 East 17th Street
P.O. Box 387
Cheyenne, WY 82003-0387

DATED this 10th day of April, 2008.

District Judge

DAN R. PRICE II

Exhibit 1: Settlement Agreement (without Exhibits)
Exhibit 2A: Owners in leases producing shallow gas with addresses
Exhibit 3A: Owners in leases producing oil with addresses
Exhibit 4A: Owners in nonproducing leases with addresses
Exhibit 2D: Form of Notice for owners in leases producing shallow gas
Exhibit 3D: Form of Notice for owners in leases producing oil
Exhibit 4C: Form of Notice for owners in nonproducing leases

STATE OF WYOMING }
Campbell County, } s.s
NANCY RATCLIFF, Clerk of the Court, within and
for said county and state aforesaid, does hereby
certify the foregoing to be a full, true and complete
copy as the same appears on file and of record in this
office.

IN TESTIMONY WHEREOF, I have hereunto
subscribed my hand and affixed the official seal of
said Court, at my office in Gillette, Wyoming, this

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DATE: 4/10/08

Nancy Ratcliff
NANCY RATCLIFF
Clerk of the Court, Sixth Judicial District

Michelle D. Peden
Deputy