

(“First Settlement Class”). This Court further held that “in accordance with requirements of Rule 23 of the Wyoming Rules of Civil Procedure, the Court approves the settlement of the above-captioned action as set forth in the Settlement Agreement as fair, just, reasonable and adequate as to the settling parties.”

5. Sections 2.5.1 and 2.5.2 of the Settlement Agreement permit Prima and Plaintiffs to petition this Court for certification of a Second Settlement Class as to all or any portion of the Nonproducing Leases for purposes of agreeing on the future royalty payment methodology and future reporting format for such leases. Such petition may also include royalty and overriding royalty owners in the Producing Leases who were not included in the initial settlement class for whatever reason and, as to such owners, the settlement may include a proposed settlement amount in addition to the proposal to agree on the Future Royalty Payment Methodology and Future Reporting Format. In accordance with the terms of the Settlement Agreement, Prima and Plaintiffs have proposed the certification of a second settlement class composed of two groups. The first group covers Royalty Payees in Nonproducing Leases (leases that did not have Shallow Gas wells in pay status as of August 1, 2004, the effective date of the Settlement Agreement). Due to operations which have occurred since August 1, 2004, some of these Nonproducing Leases now have Shallow Gas wells that were in pay status as of the July 2005 accounting month and those wells are listed on Exhibit 4 under the heading “Shallow Gas (CBM) Wells.” The second group covers Royalty Payees in leases producing Deep Gas that were not included in Exhibit B to the Settlement Agreement. The Deep Gas producing wells are listed on Exhibit 4 under the heading “Deep Gas Wells.” All of the owners in the second group were in pay status as of August 1, 2004. Although the term “Producing Leases” in the Settlement Agreement refers only to the leases on Exhibit B to the Settlement Agreement, the parties intended Section 2.5.1 of the Settlement Agreement to include all of Prima’s Deep Gas producing leases in Campbell, Sheridan and Johnson Counties, Wyoming, that were not included on Exhibit B to the Settlement and for which Prima distributed royalties (whether or not Prima operated the wells on such leases). Plaintiffs and Prima wish to clarify the Settlement Agreement by adding to the Second Settlement Class the owners of interests in such Deep Gas producing leases. Both of these groups of owners are listed on Exhibit 2 to this Order. Exhibit 2 also includes the lease number in which each owner has an interest and that lease number can be used to determine whether an owner has an interest in a well that is currently in pay status by referring to the lease numbers on Exhibit 4 to the Motion. The owners on Exhibit 2 are referred to as the “Second Settlement Class.” The oil and gas leases in which the Second Settlement Class has an interest are described on Exhibit 3 to the Motion; provided, however, the filing is intended to cover all of the leases in Campbell, Sheridan and Johnson Counties, Wyoming, in which the Second Settlement Class has an interest, whether producing or nonproducing, in pay status or not

yet in pay status, and whether or not fully and accurately described on Exhibit 3 to the Motion (the “Leases”).

6. The owners included in the Second Settlement Class have been timely presented to this Court in accordance with the terms of the Settlement Agreement and together make up the Second Settlement Class.
7. The Settled Claims as defined in the Settlement Agreement and applicable to the Second Settlement Class pursuant to Section 2.5 of the Settlement Agreement all arise from the same nucleus of operative facts and form part of the same case or controversy as alleged against Prima 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 approximately 250 Second Settlement Class members and they are so numerous that joinder is impractical.
9. There are questions of law and fact common to the Second Settlement Class Members and Plaintiffs.
10. The questions of law and fact common to the members of the Second Settlement Class (“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. Proc. 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’.
12. Plaintiffs and Designated Class Representatives are appropriate representatives of the Second Settlement Class and have and will adequately represent the interests of the members of the Second Settlement Class Members.
13. Second Settlement Class Members have no special interest in individually controlling the prosecution of separate actions.
14. Class Counsel 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. Prima 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 19 and in accordance with the provisions of Wyo.R.Civ.P. 23, the Court certifies as potential members of the Prima Second Settlement Class the Royalty Owners as set forth in Exhibit 2 to this Order.

18. The Court approves the Designated Class Representatives as representative of this 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, as amended in paragraph I. B. 2 of the Motion, is fair and reasonable under the circumstances as applied to the Second Settlement Class Members. 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 Second Settlement Class Members by providing (a) the Notice of Proposed Class Action Settlement attached as Exhibit 3 to this Order (the “Notice”).

22. The Court finds that reasonable and adequate notice of the settlement will be given to potential members of the Second Settlement Class if the Notice of Proposed Class Action Settlement is sent by priority mail (with electronic confirmation of delivery) to the potential class member’s last known address for the Second Settlement Class.

23. A hearing to consider objections, if any, to the Second Settlement Class and to finally determine if the Settlement Agreement, as amended, is fair and equitable as to the Second Settlement Class shall be heard at the Campbell County Courthouse on the 14 day of November, 2005, located at Gillette, Wyoming, commencing at 9:00 AM (“Final Settlement Hearing”) or at the dates and times to which the Court may reschedule the hearing.

24. Any potential class member 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 Prima Counsel on or before November 4, 2005 (“Deadline for Exclusion”). Any potential class member may revoke that member’s election to be excluded from the Second Settlement Class by delivering such written revocation to Class Counsel and Prima 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 class members 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 potential 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 Prima Counsel on or before November 4, 2005. 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 Prima Counsel are:

Prima's Counsel:
Judith M. Matlock
Davis Graham & Stubbs LLP
1550 17th Street, Suite 500
Denver, CO 80202

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

DATED this 16th day of September, 2005.

DAN R. PRICE II

Dan R. Price, II
District Judge

Exhibit 1: Settlement Agreement

Exhibit 2: Members of the Second Settlement Class

Exhibit 3: Form of Notice of Proposed Class Action Settlement

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
date.

9.16.05 NANCY RATCLIFF

Clerk of the Court, Sixth Judicial District

Nancy Ratcliff dep