

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

CHIEFTAIN ROYALTY COMPANY and)	
JACK LANCET,)	
)	
)	
Plaintiffs,)	No. CIV-11-212-R
v.)	
)	
QEP ENERGY COMPANY,)	
)	
Defendant.)	

STATE OF OKLAHOMA)
) §§.
 COUNTY OF OKLAHOMA)

AFFIDAVIT OF ROGER BROWN

I, Roger Brown, under oath, state as follows:

1. I am a resident of the state of Oklahoma and I am a royalty owner in numerous wells in Oklahoma, and hold interest in my company name Omega Royalty Co., L.L.C.
2. I am a member of the Class certified by the Court with royalty interest in the QEP operated Briscoe 2-30, Briscoe 3-30H, and Morris 1-36 as well as the Chesapeake operated Class Well Bessire 29-2 and the Cimarex operated Class Well Crothers 1-15H. As a member of the Class in this case, I have had an opportunity to review the Notice and the materials available on the case settlement website. I also have had an opportunity to discuss the litigation and the Settlement with Class Representative. Based upon my review of these documents, discussions with Class Representative, and

my experience as a royalty owner, I would like to express my opinion of and support for the Settlement, request for attorneys' fees and expenses, and case contribution awards.

3. I believe the Settlement is fair and provides a great result for me and other Class members. It is my understanding that the actual royalty owed to the Class was approximately \$43.5 million. The cash portion of the Settlement provides more than two and a half times that amount. I believe this is an outstanding result.
4. The Class and I also are receiving additional benefit in the form of the Future Benefits provided by the Settlement. These Future Benefits will increase the value of every Class member's interest for the life of that interest. These benefits will continue for the life of the Leases regardless of their assignment or transfer. These rights are going to be protected by the audit provisions included in the Stipulation and Agreement of Settlement and the ability to go to binding arbitration paid for by the Defendant if it fails to abide by its obligations under the Settlement. This is a tremendous benefit that will possibly go on for decades.
5. I would like to express my support for Class Counsel's fee and expense award. It is my understanding that Class Counsel seek an award of 33 and 1/3% of the total Settlement value to be paid out of the cash portion of the Settlement. I believe such an award is appropriate. As discussed above, the Future Benefits provided by the Settlement are real and concrete. They are fully transferrable. They confer a value of at least \$40 million to the Class—an amount that is almost as much as the past royalty that was owed to the Class.

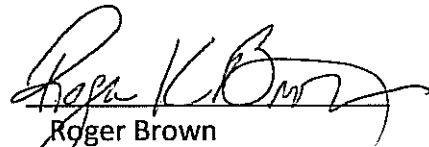
6. By obtaining these Future Benefits now, both myself and every Class Member are relieved from the burden of having to obtain counsel in the future to recover additional royalty if the Defendant were to continue its past practices. Because Class Counsel and Class Representatives were able to obtain these Future Benefits, that will not be necessary. Class Counsel also has provided me and the Class with the benefit of an audit right to be exercised by Chieftain Royalty Company or its successor, for the life of the Class Wells and any new wells on the Class Leases, without any future charges to the Class and at the expense of the Defendant. And, if the Defendant does not abide by its obligations under the Future Benefits provisions of the Settlement, any disputes will be resolved by binding arbitration to be paid for by the Defendant.
7. It is entirely appropriate in my view that Class Counsel be paid for achieving such benefits at the same percentage out of the cash portion of the Settlement. Otherwise, there is no incentive for attorneys to keep fighting for Future Benefits in such cases—the risks and expense of this type of litigation are too significant for attorneys to fight and litigate for benefits if there is no additional upside for winning them. Moreover, even after a reduction for the entire amount of fees and expenses out of the cash portion of the Settlement, the Class and I will still recover in our pockets more than 100% of the amount of past royalty that was allegedly owed to the Class. In other words, even after Class Counsel is fully paid, and all expenses are paid, the Class will still recover more than 100% of the amount of past royalty due plus, without having to do anything else, they will recover at least an additional \$40 million (almost as much as they were owed), over the life of their releases. This kind of result is unheard of.

8. Finally, I would like to express my support for the requested Case Contribution Awards.

It is my understanding that the Class Representatives are requesting an award of 0.5% of the total Settlement value, the bulk of which would go to Chieftain Royalty Company. Based upon my understanding of what the Class Representatives have done and achieved here, I believe such an award would be appropriate even without the Future Benefits they achieved for the Class. However, given the fact that Chieftain Royalty Company has also agreed to continue to serve the Class by exercising its audit rights for years to come, such an award is all the more deserved.

FURTHER AFFIANT SAYETH NOT.

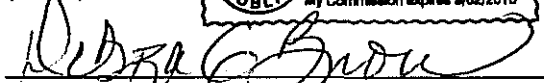
Dated this 19th day of April, 2013.


Roger Brown

Subscribed and sworn to before me this 19th day of April, 2013.



(SEAL)


Notary Public

Commission Number: 04008030

My Commission Expires: 9/02/2018

Other Documents

[5:11-cv-00212-R Chieftain Royalty Company v. QEP Energy Company](#)

U.S. District Court

Western District of Oklahoma[LIVE]

Notice of Electronic Filing

The following transaction was entered by Beckworth, Bradley on 4/25/2013 at 10:00 AM CDT and filed on 4/25/2013

Case Name: Chieftain Royalty Company v. QEP Energy Company

Case Number: [5:11-cv-00212-R](#)

Filer: Chieftain Royalty Company
Jack Lancet

Document Number: [136](#)

Docket Text:

[AFFIDAVIT of Roger Brown by All Plaintiffs. \(Beckworth, Bradley\)](#)

5:11-cv-00212-R Notice has been electronically mailed to:

Barry C Bartel bcbartel@hollandhart.com, intaketeam@hollandhart.com, jacrosslingsang@hollandhart.com

Brad E Seidel bseidel@npraustin.com, monatucker@nixlawfirm.com

Bradley Earl Beckworth bbeckworth@nixlawfirm.com, dwhatley@nixlawfirm.com,
shannon@nixlawfirm.com, shelley@nixlawfirm.com, susanwhatley@nixlawfirm.com

David N Smith dneilsmith@mac.com, tracyrector.nixlaw@me.com

Jeffrey J Angelovich jangelovich@npraustin.com, bethgoodman@nixlawfirm.com,
ncameron@npraustin.com

John F Shepherd jshepherd@hollandhart.com, intaketeam@hollandhart.com,
jacrosslingsang@hollandhart.com

Lisa P Baldwin lbaldwin@npraustin.com, ncameron@npraustin.com

Max C Tuepker mtuepker@tuepker.com, tuepkeroffice@tuepker.com

Michael B Angelovich , Sr mangelovich@npraustin.com, ncameron@npraustin.com, tdean@npraustin.com

Patranell Britten Lewis plewis@barneslewis.com, jrabon@barneslewis.com, lbeebe@barneslewis.com,
lrosales@barneslewis.com

Robert N Barnes rbarnes@barneslewis.com, jrabon@barneslewis.com, lbeebe@barneslewis.com,
lrosales@barneslewis.com

Susan R Whatley susanwhatley@nixlawfirm.com, shannon@nixlawfirm.com

5:11-cv-00212-R Notice has been delivered by other means to:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1041971380 [Date=4/25/2013] [FileNumber=2503684-0
] [02a649ab1e50ca37a4e2dc85ded1366dfd5e5009d720ee262e0fab20cdda7aac4b3
aad1b0f4064380b2f936d3aa405092c056dc5731e580f2ac8a75bc7a84975]]