

**IN THE DISTRICT COURT OF BLAINE COUNTY
STATE OF OKLAHOMA**

MARK STEPHEN STRACK, TRUSTEE OF THE)
PATRICIA ANN STRACK REVOCABLE TRUST)
DTD 2/15/99 AND THE)
BILLY JOE STRACK REVOCABLE TRUST)
DTD 2/15/99, AND)
DANIELA A. RENNER, SOLE SUCCESSOR)
TRUSTEE OF THE PAUL ARIOLA LIVING TRUST)
AND THE HAZEL ARIOLA LIVING TRUST,)

**FOR THEMSELVES AND ALL OTHERS)
SIMILARLY SITUATED,)**

PLAINTIFFS,)

VS.)

CONTINENTAL RESOURCES, INC.,)

CONTINENTALS.)

CASE No. CJ-10-75

DECLARATION OF MARK STEPHEN STRACK

I, Mark Stephen Strack, of lawful age, upon personal knowledge and under oath, declare as follows:

1. I am Sole Successor Trustee of the Patricia Ann Strack Revocable Trust dated 2/15/99 and Sole Successor Trustee of the Billy Joe Strack Revocable Trust dated 2/15/99 (collectively the "Strack Trusts"). Billy Joe Strack, was my father and the Trustee of of the Strack Trusts prior to his death on October 22, 2015. On September 30, 2015, my father appointed me to serve as Co-Trustee (and upon his death, as Sole Trustee) of the Strack Trusts. I have personal knowledge of the facts set out in this declaration based upon my personal involvement in this Litigation and upon information provided to me by my father prior to his death and by Class Counsel over the course of the Litigation.
2. I respectfully submit this Declaration in support of final approval of the Settlement Agreement. I am also submitting this Declaration in support of the Motion for Attorneys' Fees, Litigation Costs and a Class Representatives Award from the Common Fund.
3. By way of background, the Strack Trusts own farms and minerals in Blaine County, Oklahoma, many of which have or had oil and gas wells operated by Continental Resources, Inc. ("Continental") My father actively managed these properties for the financial support of his wife, my mother, Patricia and himself. Dad was President of the Blaine County Mineral Owners Association for many years and was actively involved in matters related to the protection of mineral owner rights. He filed this case seeking to

remedy what he believed to be systemic royalty underpayment issues, and systemic improper royalty reporting issues, by Continental on all wells in Blaine County, and throughout Oklahoma, where Continental had a royalty payment obligation.

4. After conducting an investigation of underlying facts, Dad contacted one of his attorneys, Kerry Caywood. After discussing Continental's royalty payments with Mr. Caywood and Doug Burns (who had had been in contact with Mr. Caywood), Dad decided to retain Class Counsel to initiate and prosecute this Litigation. As part of that decision, Dad discussed with Class Counsel and Hazel Ariola (the other original named plaintiff) the commitment that would be made by the Strack Trusts and the Trustee to fulfill the responsibilities of being a named Plaintiff and a proposed Class Representative. (Likewise, when I was appointed as a Co-Trustee of the Strack Trusts prior to Dad's death, I too had these discussions with Class Counsel.)
5. Dad was aware of Mr. Stowers' involvement with COSMO and his work in protecting Oklahoma royalty owners (Mr. Stowers had spoken to the Blaine County Mineral Owners Association). Dad and the Strack Trusts retained Burns & Stowers, P.C. ("Burns & Stowers") because of their background in successfully prosecuting royalty underpayment cases and class actions, and their expertise in having drafted and defended the Production Revenue Standards Act which would serve as the basis for many of Plaintiffs' claims. Based upon the risks associated with the Litigation, the significant expenses Class Counsel could be required to advance, the vigorous defense anticipated from Continental based upon their litigation history, and with knowledge of fee agreements entered into (and later approved by courts) in other class actions in Oklahoma, my father, as a Trustee of the Strack Trusts, entered into a contingency fee agreement with Burns & Stowers that provided:

"If we are successful, we will receive as a fee forty percent (40%) of all consideration which is received by you as a result of our efforts in prosecuting this claim, *i.e.*, forty percent (40%) of the gross recovery. As for the remainder of the class members, we will apply to the Court for the same forty percent (40%) of gross recovery fee. In the event such consideration includes non-cash consideration, such as the agreement to do or not do some future act, the present cash value of such non-cash consideration shall be determined and utilized in computing the full attorney's fee payable pursuant to this agreement.

At the time the contingency fee agreement was entered into, and still today, my dad understood, and I understand, a 40% fee was and is the market rate for such representation.

6. By participating in this Litigation, the Strack Trusts hoped to obtain a money recovery for past unpaid royalties and injunctive relief for the Strack Trusts and all other similarly situated royalty owners that would serve to prevent or lessen the royalty payment problems with Continental from reoccurring in the future.
7. Prior to dad's death, dad was highly involved in the Litigation, including conducting field investigations, assisting in drafting and reviewing of the Petition and Amended Petition, gathering and producing documents, answering interrogatories and requests for admission, attending depositions, preparing for and giving his own deposition, attending hearings on numerous motions, participating in a mediation, reviewing pleadings and

discovery materials, communicating with Class Counsel and other named Plaintiffs Hazel Ariola and Dee Renner (after Hazel's death) regarding case strategy and settlement, participating in settlement evaluation and negotiations, preparing for the certification hearing, attending the certification hearing, and communicating with other Continental royalty owners regarding the status of the case.

8. After dad's death, I assumed the duties of Sole Successor Trustee of the Strack Trusts and of being substituted as a named Plaintiff in the Litigation. I also became highly involved in the Litigation and participated in numerous conferences with Class Counsel and Dee Renner in case evaluation and strategy, decision making regarding settlement negotiations, reviewing appellate briefs and decisions, reviewing and approving settlement documentation, and finally approving and executing the final Settlement Agreement with its numerous exhibits. I consistently received status reports from Class Counsel, received and reviewed many court filings, and actively monitored and (in conjunction with named plaintiff Dee Renner) supervised Class Counsel's work in the Litigation, and participated in all major decisions, including all settlement offers and counter offers, and the ultimate decision to approve the Settlement Agreement.
9. I was actively involved in the settlement negotiation process from the beginning of my entry into the case until now, including participation in a mediation session. That process from beginning to end took approximately 7 years, with dad serving as Trustee during an unsuccessful mediations and me being involved in the last two plus years of counsel to counsel settlement negotiations that led to a successful settlement. Class Counsel consistently kept me advised of all developments, arranged conference calls with myself, Dee Renner and all Class Counsel, explained their analysis of damage models and risk analysis, and sought and obtained my authority to communicate offers and counter offers and deal terms. After the "term sheet" was agreed to, I continued to work with Class Counsel in review, discussion and approval of the final Settlement Agreement and it's attached documents. I have continued to monitor the case after the case was preliminarily approved by the Court and I am planning on participating in the presently scheduled hearing for the Court's final approval of the Settlement Agreement, and approval for Class Counsel's motion for attorneys' fees and expenses and a case contribution award for the Class Representatives. I also plan to continue to be involved in the implementation of the settlement, including monitoring the allocation and distribution process, the Time Period 2 audit of compliance, and reporting to the Court on the status and progress of implementation of the Settlement Agreement.
10. I, on behalf of the Strack Trusts, attest to the fact the negotiation process was difficult, at times contentious, very time consuming and in all respects honest and arm's length. I believe the process resulted in a fair and reasonable settlement for the Class, and a very significant future benefit for the Class that requires Continental to cease deducting Gathering Charges during the Future Production Period (in perpetuity) and comply with all express no deduction clauses. The Sub-Class 1 Payment of \$49.8 million, the Sub-Class 2 payment to be determined, but currently estimated to be approximately \$7.5 million, the future benefits which are conservatively estimated to have a value in excess of \$50 million during the first 10 years of a perpetual period, and Continental's agreement to bear the costs of initial distribution and implementation estimated to be in excess of \$2 million, collectively total over \$107 million of benefit to the Class, which I

believe to be an excellent recovery. I approve of the Settlement and recommend that it be approved by the Court.

11. I, on behalf of the Strack Trusts and as a Class Representative, am very pleased with the efforts of Class Counsel in representing the interest of the Class and in the results obtained.
12. Class Counsel has applied for an award of attorneys' fees of 40% of the gross cash payments for Time Period 1 and Time Period 2 (Gross Settlement Funds), reimbursement of litigation expenses and no additional fee for the future benefits they achieved for the Class, even though the contingency fee agreement entered into by the Trust, allows recovery of a fee for such future benefits. As a Class Representative, I have approved (subject to approval of the Court), Class Counsel's requested fee of 40% of the Gross Settlement Funds to be recovered for the Sub-Class 1 Members and Sub-Class 2 Members, which I believe to be fair and reasonable, and recommend to the Court for approval. I have also approved (subject to the Court's approval which I recommend) reimbursement of Class Counsel's requested litigation expense reimbursement, which I believe to be fair, reasonable and necessary for successful resolution of these claims and implementation of the Settlement Agreement. I understand that if these fees and expenses are awarded by the Court, they will be deducted from the Gross Settlement Funds prior to determining the net payments for allocation and distribution to the Class.
13. With my authorization, but not at my request, Class Counsel have requested that the Court approve a Class Representative Case Contribution Award to each of the four Trust class representatives in the amount of \$100,000.00 for each Plaintiff Trust, for their representation of the Class. I understand this amount is in recognition of the time and expense and risk undertaken by Class Representatives on behalf of the Class in the Litigation, as well as the time and expenses they will incur in implementation of the Settlement over the next few years. Although we did not keep time records, I estimate the Strack Trusts have dedicated hundreds of hours working on this Litigation over the last 7 plus years on behalf of the Class. The Strack Trusts have also incurred travel, copying, mailing and telephone expenses they do not seek separate reimbursement for, related to discovery matters, depositions, hearings, mediations, meetings with Class Counsel and settlement conferences. The Strack Trusts also anticipate spending many additional hours related to approval, implementation, compliance reviews and reporting to the Court in carrying out the Settlement. If there is any appeal of the case, the Strack Trusts will continue to monitor and supervise Class Counsel throughout the appellate process, continuing to advocate and protect the interests of the Class.
14. My father was not told, and I have not been told, that the Strack Trusts would be awarded a Class Representative Case Contribution Award, or that the amount of any such award would be tied to or based upon the amount of recovery for the Class or the amount of any attorney fee awarded to Class Counsel. Indeed, I and the Strack Trusts will continue to represent the best interests of the Class in implementation of the Settlement even if the Strack Trusts receive no Case Contribution Award.
15. As Class Representative, I understand that I and the Strack Trusts are acting not only on behalf of the Strack Trusts, but also on behalf of the Class as defined by the Court and its

members. I will continue to fulfill my duties faithfully and will comply with all directives of the Court with regard to my duties to the Class and its members.

I state under penalty of perjury under the laws of Oklahoma that the forgoing is true and correct to the best of my knowledge.

Date: 5-31-14

Mark Stephen Strack

A handwritten signature in blue ink that reads "Mark Stephen Strack". The signature is written in a cursive style and is positioned below the printed name.