

**CIRCUIT COURT FOR THE FIFTH JUDICIAL CIRCUIT OF ILLINOIS
CLARK COUNTY, MARSHALL, ILLINOIS
(CASE NO. 2009-MR-7)**

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If You Have Had a Working Interest in the Oil Projects Commonly Referred to as the Westfield #8, 10, 11 & 12, and/or the Westfield McVey #4, and/or the Westfield Daly #3, You May Be Entitled to Benefits

A court authorized this Notice. It is not a solicitation from a lawyer. You are not being sued.

- Your legal rights are affected whether you act or do not act. Read this notice carefully.
- For a full statement of your rights and options as a member of the Settlement Classes, you should refer to the complete Settlement Agreement, which is available by reviewing the court file at the Circuit Court for the Fifth Judicial Circuit of Illinois, Clark County, Marshall, Illinois or by contacting Class Counsel designated herein below. The terms of the Settlement Agreement will govern your rights if you are a member of the class unless you take further action as indicated below. If you received this Notice, you could be eligible for a cash payment.
- To:
 - Class I: Any person or entity currently holding any working ownership interest in the oil project commonly referred to as the McVey #4, as well as any person or entity who has held such an interest at any point from May 1, 2005 to the present; so long as said person or entity was also charged for expenses by L&J Producers, Inc. and/or Terry Montgomery.
 - Class II: Any person or entity currently holding any working ownership interest in the oil project commonly referred to as the Westfield #8, 10, 11 and 12, as well as any person or entity who has held such an interest at any point from May 1, 2005 to the present; so long as said person or entity was also charged for expenses by L&J Producers, Inc. and/or Terry Montgomery.
 - Class III: Any person or entity who held any working ownership interest in the oil project commonly referred to as the Daly #3 at any point from May 1, 2005 through June 30, 2010; so long as said person or entity was also charged for expenses by L&J Producers, Inc. and/or Terry Montgomery.

The purpose of this Notice is to inform you of the Class Action, the Proposed Settlement and to alert you that the Court will hold a hearing to consider the Settlement to be held on April 20, 2017 at 9:30 am before the Honorable Tracy W. Resch in the Circuit Courtroom of the Clark County Courthouse, Marshall, Illinois.

YOUR RIGHTS AND OPTIONS IN THIS LAWSUIT

<p><i>Submit a Claim Form</i></p>	<p>The only way to get cash payment.</p> <p>If you timely submit a valid Claim Form (Claim Form Enclosed).</p>
<p><i>Ask to be Excluded</i></p>	<p>Receive no payment. Get out of this lawsuit. Keep rights.</p> <p>If you ask to be excluded, you are not eligible to receive a cash payment, but you will maintain the right to bring a lawsuit against L & J Producers, Inc. and Terry W. Montgomery for the same or similar legal claims in this lawsuit. Class Members who currently have an ownership interest in McVey #4 and/or Westfield #8, 10, 11 & 12 that ask to be excluded will still receive future relief as part of the Settlement, as explained in more detail herein.</p>
<p><i>Comment or Object</i></p>	<p>Write the Court about why you like or do not like the Settlement.</p> <p>You may write the Court indicating why you like or dislike the Settlement. You must remain a member of the lawsuit (i.e., you cannot ask to be excluded) in order to object to the Settlement.</p>
<p><i>Do Nothing</i></p>	<p>Get no cash payment. Give up rights.</p> <p>By doing nothing, you will be deemed a member of the class and will be subject to the Terms of the Settlement and the Release of Claims contained therein. If you do not submit a Claim Form in accordance with the instructions herein below and currently have an ownership interest in McVey #4 and/or Westfield #8, 10, 11 & 12, you will still receive future relief as part of the Settlement. You will also give up any rights to sue L & J Producers, Inc. and Terry W. Montgomery about the same or similar legal claims in this lawsuit.</p>

- These rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals, if any, are resolved.

**THESE RIGHTS AND OPTIONS
AND DEADLINES TO EXERCISE THEM
ARE EXPLAINED IN THIS NOTICE**

BASIC INFORMATION ABOUT THE LAWSUIT

1. Why did I get this Notice?

Records indicate that you may have had a percentage ownership interest in one or more of the following Oil Projects:

- (a) Any percentage ownership interest in the oil project commonly referred to as the McVey #4, as well as any person or entity who has held such an interest at any point from May 1, 2005 to the present; so long as said person or entity was also charged for expenses by L&J Producers, Inc. and/or Terry Montgomery.
- (b) Any person or entity currently holding any percentage ownership interest in the oil project commonly referred to as the Westfield #8, 10, 11 and 12, as well as any person or entity who has held such an interest at any point from May 1, 2005 to the present; so long as said person or entity was also charged for expenses by L&J Producers, Inc. and/or Terry Montgomery.
- (c) Any person or entity who held any percentage ownership interest in the oil project commonly referred to as the Daly #3 at any point from May 1, 2005 through June 30, 2010; so long as said person or entity was also charged for expenses by L&J Producers, Inc. and/or Terry Montgomery.

A class action lawsuit is pending in Fifth Judicial Circuit of Illinois, Clark County, Marshall, Illinois known as *Ashley Energy, Inc. and Ashley Oil, Inc., individually and on behalf of all others similarly situated v. L & J Producers, Inc. and Terry W. Montgomery*, Case No. 2009-MR-7. Judge Tracy W. Resch, who is overseeing this case, authorized this Notice. You have a right to know about the class action lawsuit and proposed Settlement. As a potential Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after appeals are resolved, if any, cash payments, along with other benefits consistent with the Settlement terms, will be made to Class Members who submit timely and valid Claims.

This Notice explains the lawsuit, the Settlement, your legal rights, the available benefits, who is eligible for them, and how to get them.

2. What is the lawsuit about?

This lawsuit is about whether Defendants: (1) committed common law fraud by fraudulently completing, or causing to be completed, monthly statements of expenses incurred in the Oil Projects; (2) breached their duty of good faith and fair dealing by causing Plaintiff and members of the Class to be charged expenses for the operation of the Oil Projects, which are excessive, exaggerated, false, or otherwise not based on actual time and cost of operating the Oil Projects; (3) breached written Operating Agreement contracts with Plaintiff and members of the Class; and (4) violated the Illinois Consumer Fraud and Deceptive Business Practices Act by fraudulently

completing, or causing to be completed, monthly statements of expenses incurred in the Oil Projects. Defendants deny any wrongdoing.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case Ashley Energy, Inc. and Ashley Oil, Inc. (collectively “Ashley”)) sue on behalf of themselves and other people who have similar claims. These people and entities together are called a “Class” or “Class Members.” Ashley – and all the Class Members like them – are called Plaintiffs. The company and individual the Plaintiffs sued – L & J Producers, Inc. and Terry W. Montgomery – are called the Defendants. One court resolves the issues for all Class Members – except for those who choose to exclude themselves.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a Settlement, among other things, to avoid the costs and uncertainty of a trial, to avoid on-going business interruption and resources demanded by litigation, and in order to provide certainty and benefits to the people affected. The Class Representatives and Class Counsel believe the Settlement is fair and reasonable for all Class Members.

DETERMINING IF YOU ARE A MEMBER OF THE CLASS

5. Am I part of this Class?

According to records produced in this case, you have had a percentage ownership interest in one or more of the following Oil Projects:

- (a) Any percentage ownership interest in the oil project commonly referred to as the McVey #4, as well as any person or entity who has held such an interest at any point from May 1, 2005 to the present; so long as said person or entity was also charged for expenses by L&J Producers, Inc. and/or Terry Montgomery.
- (b) Any person or entity currently holding any percentage ownership interest in the oil project commonly referred to as the Westfield #8, 10, 11 and 12, as well as any person or entity who has held such an interest at any point from May 1, 2005 to the present; so long as said person or entity was also charged for expenses by L&J Producers, Inc. and/or Terry Montgomery.
- (c) Any person or entity who held any percentage ownership interest in the oil project commonly referred to as the Daly #3 at any point from May 1, 2005 through June 30, 2010; so long as said person or entity was also charged for expenses by L&J Producers, Inc. and/or Terry Montgomery.

If this is true, you are a member of the Settlement Classes.

6. I'm still not sure if I am included.

If this Notice was mailed to you, records produced in this case reflect that you may be a member of the Settlement Classes. If you are still not sure whether you are included, you can contact Class Counsel at the address listed in Question 16 below.

SETTLEMENT BENEFITS – WHAT YOU GET

7. Who gets paid?

If the Court finally approves the Settlement Agreement, Settlement Class Members who submit a Valid Claim Form, in accordance with the procedure described below, will receive a distribution as outlined in Question 8 below. Distribution will be made by mailing Benefit Checks to Settlement Class Members at the addresses stated on their respective Claim Forms.

In addition to receiving a cash benefit, Settlement Class Members who currently have a working ownership interest in the oil projects commonly known as McVey #4 and Westfield #8, 10, 11 & 12 will also receive future relief as part of the Settlement in the following manner:

- For a period of four (4) years, L & J Producers, Inc. and Terry W. Montgomery agree to limit the total charge for all management and pumping services to an amount not to exceed Two Hundred Dollars (\$200.00) per month per operating well for the Class I (McVey #4) and Class II (Westfield #8, 10, 11 & 12) wells. For Class I (McVey #4), the monthly fee, not to exceed Two Hundred Dollars (\$200.00) per month, per producing well, can only be charged when a well is being pumped, as reflected by electric usage on an electric meter. L & J Producers, Inc. and Terry W. Montgomery shall pay any costs associated with the installation of new electric meters and agree not to expense said costs to the Settlement Class Members. If any of the wells in Class II (Westfield #8, 10, 11 & 12) are TA'd through the IDNR within the four (4) year period, the monthly management fee will not, thereafter, be charged for said well(s).

8. How much will I get?

L & J Producers, Inc. and Terry W. Montgomery shall pay **\$300,000.00** in to a Settlement Class Fund. Monies paid in to the Settlement Class Fund shall be set aside as follows:

- **Class I: \$20,000.00;**
- **Class II: \$275,000.00;**
- **Class III: \$5,000.00**

For **Class I (McVey #4)**, Claim Consideration shall be paid to Settlement Class Members as follows:

- To Settlement Class Members owning a working interest ("WI") as of December 31, 2016, each Settlement Class Member that submits a Valid Claim Form shall be entitled to Claim Consideration at the rate of One Hundred Percent (100%) of that Settlement Class Member's ownership percentage in the total WI in McVey #4. (By way of example, named plaintiff Ashley Energy, Inc. owned a .00976579 ownership

percentage in the total WI in McVey #4 as of December 31, 2016; therefore, Ashley Energy, Inc. will receive a Benefit Check in the amount of \$244.14 (i.e., $\$20,000 \times .00976579 = \195.32).

- To Settlement Class Members who sold their WI to L & J Producers, Inc. and/or Terry W. Montgomery before December 31, 2016, each Settlement Class Member that submits a Valid Claim Form shall be entitled to Claim Consideration at a rate which reflects a percentage in the WI had the Settlement Class Member maintained their WI through December 31, 2016. That percentage was determined by taking the sellers previous ownership in the WI divided by the total ownership percentage sold to L & J Producers, Inc. and/or Terry W. Montgomery between May 1, 2005 and December 31, 2016. Class Counsel and the court-appointed class representative will seek the Court's approval to pay said Settlement Class Member approximately Twenty Percent (20%) of their share in that amount, which Class Counsel and the court-appointed class representative believe is fair given that these Settlement Class Members voluntarily sold their WI to L & J Producers, Inc. and/or Terry W. Montgomery, and thus have already been reimbursed for some, if not all, of their expenses that WI owners who maintained a WI ownership as of December 31, 2016 have not received.
- Any Person who did not own a WI as of December 31, 2016 and did not sell their WI to L & J Producers, Inc. and/or Terry W. Montgomery, shall not be entitled to Claim Consideration.

For **Class II (Westfield # 8, 10, 11 & 12)**, Claim Consideration shall be paid to Settlement Class Members as follows:

- To Settlement Class Members owning a working interest ("WI") as of December 31, 2016, each Settlement Class Member that submits a Valid Claim Form shall be entitled to Claim Consideration at the rate of One Hundred Percent (100%) of that Settlement Class Member's ownership percentage in the total WI in Westfield #8, 10, 11 & 12. (By way of example, named plaintiff Ashley Energy, Inc. owned a .010292531 ownership percentage in the total WI in Westfield # 8,10, 11 & 12 as of December 31, 2016; therefore, Ashley Energy, Inc. will receive a Benefit Check in the amount of \$2,830.45 (i.e., $\$275,000 \times .010292531 = \$2,830.45$).
- To Settlement Class Members who sold their WI to L & J Producers, Inc. and/or Terry W. Montgomery before December 31, 2016, each Settlement Class Member that submits a Valid Claim Form shall be entitled to Claim Consideration at a rate which reflects a percentage in the WI had the Settlement Class Member maintained their WI through December 31, 2016. That percentage was determined by taking the sellers previous ownership in the WI divided by the total ownership percentage sold to L & J Producers, Inc. and/or Terry W. Montgomery between May 1, 2005 and December 31, 2016. Class Counsel and the court-appointed class representative will seek the Court's approval to pay said Settlement Class Member approximately Twenty Percent (20%) of their share in that amount, which Class Counsel and the court-appointed class representative believe is fair given that these Settlement Class Members voluntarily sold their WI to L & J Producers, Inc. and/or Terry W. Montgomery, and thus have

already been reimbursed for some, if not all, of their expenses that WI owners who maintained a WI ownership as of December 31, 2016 have not received.

- Any Person who did not own a WI as of December 31, 2016 and did not sell their WI to L & J Producers, Inc. and/or Terry W. Montgomery, shall not be entitled to Claim Consideration.

For **Class III (Daly #3)**, Claim Consideration shall be paid to Settlement Class Members as follows:

- To Settlement Class Members owning a working interest (“WI”) as of June 30, 2010, each Settlement Class Member that submits a Valid Claim Form shall be entitled to Claim Consideration at the rate of One Hundred Percent (100%) of that Settlement Class Member’s ownership percentage in the total WI in Daly #3. (By way of example, named plaintiff Ashley Energy, Inc. owned a .010416762 ownership percentage in the total WI in Daly #3 as of June 30, 2010; therefore, Ashley Energy, Inc. will receive a Benefit Check in the amount of \$52.08 (i.e., \$5,000 x .010416762 = \$52.08).
- To Settlement Class Members who sold their WI to L & J Producers, Inc. and/or Terry W. Montgomery before June 30, 2010, each Settlement Class Member that submits a Valid Claim Form shall be entitled to Claim Consideration at a rate which reflects a percentage in the WI had the Settlement Class Member maintained their WI through June 30, 2010. That percentage was determined by taking the sellers previous ownership in the WI divided by the total ownership percentage sold to L & J Producers, Inc. and/or Terry W. Montgomery between May 1, 2005 and June 30, 2010. Class Counsel and the court-appointed class representative will seek the Court’s approval to pay said Settlement Class Member approximately Twenty Percent (20%) of their share in that amount, which Class Counsel and the court-appointed class representative believe is fair given that these Settlement Class Members voluntarily sold their WI to L & J Producers, Inc. and/or Terry W. Montgomery, and thus have already been reimbursed for some, if not all, of their expenses that WI owners who maintained a WI ownership as of June 30, 2010 have not received.
- Any Person who did not own a WI as of June 30, 2010 and did not sell their WI to L & J Producers, Inc. and/or Terry W. Montgomery, shall not be entitled to Claim Consideration.
- The Claims Administrator will use the Bi-Petro Advalorem File Listing dated January 22, 2010 to determine each Settlement Class Members WI as of June 30, 2010 for purposes of Claim Distribution.

9. How do I get paid? To get paid, you have to do the following:

- (a) Complete the Claim Form (if an entity (i.e., corporation, limited liability company, etc..) or trust, an authorized representative of said entity or trust must complete the Claim Form);

- (b) Provide the dates in which you had an ownership interest in the oil projects known as the McVey #4, Westfield #8, 10, 11 & 12, and the date in which you no longer had an ownership interest (i.e., you sold your ownership interest), if applicable;
- (c) On the Claim Form, sign and date at the bottom under penalty of perjury; and
- (d) Timely Submit the Claim Form: Claim Forms must be submitted to the Claims Administrator, via First Class Mail, at the address stated on the Claim Form, post-marked no later than March 23, 2017.

As part of the Claim Form, you will attest under penalty of perjury the dates in which you had an ownership interest in the oil projects known as the McVey #4, Westfield #8, 10, 11 & 12, and the date in which you no longer had an ownership interest (i.e., you sold your ownership interest), if applicable. If you are unsure whether you have ever held an ownership interest in any of the above oil projects, whether you have sold your ownership interest, and if so, the date on which you sold your ownership interest, this information can be obtained from the Bi-Petro Advalorem Listing recorded each year with the Clark County, Illinois Recorder.

10. What if I don't timely submit a completed Claim Form?

If you fail to mail a completed Claim Form by the required deadline and currently have an ownership interest in McVey #4 and/or Westfield #8, 10, 11 & 12, you will still receive the future relief described above in Question 7, but you will not receive a cash payment. You will be bound by the other Settlement Agreement terms and Release of Liability. Sending a Claim Form late or without all the information will be the same as doing nothing (see Question 24).

11. When do I get my payment?

The Court will hold a fairness hearing on April 20, 2017 to decide whether to approve the Settlement as fair, reasonable and adequate. If Judge Resch approves the Settlement, there may be an appeal, which may delay the conclusion of the case. It is always uncertain when and whether these appeals can be resolved. The Settlement Agreement provides that settlement payments will start being made within 30 days after all such issues have been resolved and the Court's judgment becomes final.

12. What am I giving up to get a payment and stay in the Class?

Unless you exclude yourself, you will be part of the Settlement Classes. The Court's orders approving the Settlement and the judgment in the case will apply to you and legally bind you.

Upon Final Settlement Approval, you unconditionally, fully and finally release and forever discharge each of the Released Parties from each of the Released Claims, and agree to abide by the terms of the Release. In so doing, you are agreeing not to sue L & J Producers, Inc. and Terry W. Montgomery ever again about any past, present or future claims based on or related to the conduct covered by the class action and time period therein.

If you want the right to sue L & J Producers, Inc. and Terry W. Montgomery on your own about the allegations in the class action, you must exclude yourself from the Settlement Classes in this case. If you exclude yourself, you will not be eligible to recover any cash payment as a result of the settlement of the class action.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of this Settlement?

To exclude yourself from the Settlement, you must send a letter by U.S. mail saying that you want to be excluded from *Ashley Energy, Inc. and Ashley Oil, Inc., individually and on behalf of all others similarly situated v. L & J Producers, Inc. and Terry W. Montgomery*, Case No. 2009-MR-7. To be valid, your exclusion request must include (1) your name; (2) your address; (3) your telephone number; and (4) a signed statement indicating that you wish to be excluded from the case.

You must mail your exclusion request postmarked no later than March 23, 2017 to Class Counsel at the address below.

You cannot exclude yourself on the phone or by email. Exclusions shall be allowed on an individual basis only, and “mass” or “class” exclusions are not allowed. If you validly and timely request to be excluded from the Settlement Classes, you will not receive any cash payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) L & J Producers, Inc. and Terry W. Montgomery in the future for conduct alleged in this class action.

14. If I don't exclude myself, can I sue L & J Producers, Inc. and Terry W. Montgomery later?

No, not for the same or similar legal claims at issue in this litigation matter.

15. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself from the Class, you will not get any money from this Settlement. If you exclude yourself, you should not submit a Claim Form or ask for money from the class action settlement. You cannot do both.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed the law firm of Bolen Robinson & Ellis, LLP to represent you and all Class Members. Jon D. Robinson and Shane M. Mendenhall are the lawyers from the law firm of Bolen Robinson & Ellis, LLP that have been actively working on the case. The law firm is called Class Counsel. The law firm is experienced in handling class actions. More information about the law firm, its practices and its lawyers' experience is available at www.brelaw.com. Class Counsel can also be contacted at the following address or phone number:

CLASS COUNSEL
Jon D. Robinson
Shane M. Mendenhall
Bolen Robinson & Ellis, LLP
202 S Franklin St, Fl 2
Decatur, Illinois 62523
217-429-4296

17. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you may hire one at your own cost.

18. How will the lawyers be paid and will there be incentive payments?

The Class Representatives have partially funded this case by paying prior attorneys and Class Counsel to litigate this case on an hourly basis. Because of that, the Class Representatives have expended over \$90,000 of their own funds to finance the litigation of this case to date. The Class Representatives' current fee arrangement with Class Counsel is on a contingency basis, subject to the Court's approval. If billed on an hourly basis Class Counsel's current fees would exceed \$90,000.

Class Counsel intends to ask the Court for an award of attorneys' fees and expenses do not exceed \$150,000. This money will be sought from the Settlement Class Fund as defined in the Settlement Agreement. In addition, Class Counsel will ask the Court to award all unclaimed monies from the Settlement Class Fund (after payment of costs, administration and attorneys' fees) to the Class Representatives as reimbursement for the unreimbursed attorneys' fees and litigation expenses they have already paid to fund this case since 2009. The Class Representatives will not formally ask that the Court award them any monetary service award in recognition of their significant investment of personal time and effort on behalf of the Class separate from seeking reimbursement of unclaimed Settlement Class Funds.

Defendants L & J Producers, Inc. and Terry W. Montgomery, as working interest owners in McVey #4, Westfield #8, 10, 11 & 12 and Daly #3, are Settlement Class Members; however, as part of the negotiated settlement, Defendants have agreed not to file a Claim or seek any part of the cash benefit available to the Settlement Class Members. Based on Defendants ownership percentage in the total WI, Defendants would be entitled to over \$145,000.00 of the Settlement Class Fund if they did file a Claim.

As a result of Defendants not filing a Claim, it is anticipated that a majority, if not all, of the attorneys' fees and expenses awarded by the Court to Class Counsel will be paid out of that portion of the Settlement Class Fund that would have otherwise compensated the WI owned by Defendants. By doing this, the cash benefit Settlement Class Members will receive will not be reduced by the award of attorneys' fees and expenses to Class Counsel.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I approve or do not approve of the Settlement?

If you are a Class Member, you can tell the Court you approve the settlement **or** that you object to the Settlement. You need not make any response if you approve the Settlement. If you object and the Settlement is approved, you will be barred from bringing your own lawsuit and you will be bound by the Final Order and Judgment entered in this Litigation. You may, but need not, enter an appearance through counsel of your choice. If you do retain counsel, however, you will be responsible for your own counsel's fees and costs.

If you choose to object, your objection must (i) state your name, address and telephone number; (ii) provide a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents you wish to be considered in support of the objection; and (iii) provide a statement regarding whether you intend to appear at the Final Approval Hearing, either with or without counsel. If you are represented by counsel, the objection must also be signed by your counsel. If you intend to appear at the Final Approval Hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the Final Approval Hearing. In addition, any Settlement Class Member who intends to appear and address the Court at the Final Approval Hearing through counsel, must, on or before March 23, 2017, file with the Clerk of the Court a notice of appearance.

You must mail your objection to each of the following, postmarked no later than March 23, 2017.

COURT

Hon. Tracy W. Resch
Clark County Courthouse
501 Archer Avenue
Marshall, Illinois 62441

CLASS COUNSEL

Jon D. Robinson
Shane M. Mendenhall
Bolen Robinson & Ellis, LLP
202 S Franklin St, Fl 2
Decatur, Illinois 62523

DEFENSE COUNSEL

Jerome E. McDonald
Black, Hedin, Ballard & McDonald PC
108 S. 9th Street
P.O. Box 4007
Mount Vernon, IL 62864

Settlement Class Members who do not timely make their objections in accordance with the procedures set forth above waive all objections and may be heard at the Final Approval Hearing and do not have the right to appeal approval of the Settlement.

20. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. If you object only, you will remain in the Class. If you exclude yourself, you are telling the Court that you do not want to be part of the Class. If you are excluded, you will not be entitled to receive a cash payment from the Settlement and you will not Release L & J Producers, Inc. and Terry W. Montgomery. If you exclude yourself from the Settlement, you have no basis to object because the case no longer affects you.

FAIRNESS HEARING

21. When and where will the Court decide to approve the Settlement?

The Court will hold a fairness hearing at 9:30 am on April 20, 2017 before the Honorable Tracy W. Resch in the Circuit Courtroom of the Clark County Courthouse, Marshall, Illinois, 501 Archer Avenue, Marshall, Illinois 62441. At this hearing the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. Judge Resch may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

Once the Court approves the Settlement, the Court will enter a Final Order and Judgment wherein all of the claims of the Class will be dismissed with prejudice, whether or not a Claim Form has been submitted.

22. Do I have to come to the hearing?

No, Class Counsel will answer questions Judge Resch may have, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you sent your written objection such that it is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Either way, the Court will ultimately enter an order binding on you as a class member unless you request to exclude yourself from the Settlement. If excluded, you will receive only future benefit, provide you currently own a WI, but you will not receive a cash benefit from the Settlement if it is approved.

23. May I speak at the hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the hearing concerning the proposed Settlement or the application of Class Counsel for attorneys' fees and expenses. To do so, you must send in a letter saying that it is your "Notice of Intention to Appear

in *Ashley Energy, Inc. and Ashley Oil, Inc., individually and on behalf of all others similarly situated v. L & J Producers, Inc. and Terry W. Montgomery*, Case No. 2009-MR-7.” Be sure to include your name, address, telephone number and your signature and the case number. Your Notice of Intention to Appear must be postmarked no later than March 23, 2017 and be mailed to Class Counsel, Defense Counsel and the Clerk of the Court at the addresses listed in Question 19 above. You cannot speak at this hearing if you exclude yourself.

FAIRNESS HEARING

24. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Classes and you will be bound by the terms of the Settlement and Release of L & J Producers, Inc. and Terry W. Montgomery, but you will get no cash payment from this Settlement. If you currently have an ownership interest in McVey #4 and/or Westfield #8, 10, 11 & 12, you will still receive future relief as part of the Settlement, as outlined in Question 7 above. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against L & J Producers, Inc. and Terry W. Montgomery about the legal issues in this case, ever again.

ADDITIONAL INFORMATION

25. Are there more details available?

If you need an additional copy of the Claim Form, you may contact Class Counsel at the address listed in Question 16 above, or by calling Class Counsel at 217-429-4296. A copy of the Settlement Agreement can be found at the following address: www.brelaw.com/ashleyenergysettlement or by contacting Class Counsel.

The pleadings and other records in this litigation, including copies of the Settlement Agreement may be examined during regular office hours at the office of the Clerk of Court of the Fifth Judicial Circuit of Illinois, Clark County, Marshall, Illinois.

Dated: February 9, 2017

The Honorable Tracy W. Resch