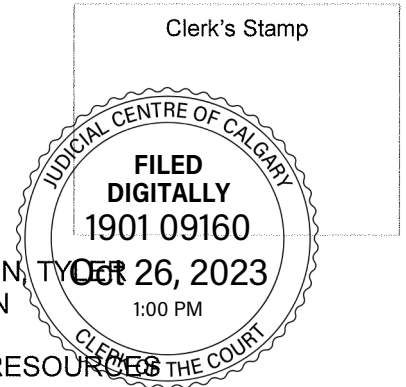


CERTIFIED *E. Wheaton*
by the Court Clerk as a true copy of the
document digitally filed on Oct 26, 2023

COURT FILE NUMBER 1901-09160
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFFS STEPHEN FLESCH, MARSHAL THOMPSON, TYRONE
MAKSYMCHUK, AND REID CHAMBERLAIN
DEFENDANTS APACHE CORPORATION; PARAMOUNT RESOURCES
LTD., WILLIAM C. MONTGOMERY, ANELL R. BAY,
DANIEL W. RABUN, RENE R. JOYCE, AND CHARLES J.
PITMAN



Brought under the Class Proceedings Act

DOCUMENT **SETTLEMENT APPROVAL ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **SCOTT VENTURO RUDAKOFF LLP**
1500, 222 – 3rd Avenue S.W.
Calgary, Alberta T2P 0B4
Phone: 403.231.8209
Fax: 403.261.9043
Attention: Eugene Bodnar
File No. 69818.001

DATE ON WHICH ORDER WAS PRONOUNCED: October 24, 2023
NAME OF JUSTICE WHO MADE THIS ORDER: Mr. Justice G.H. Poelman
LOCATION AT WHICH ORDER WAS MADE: Calgary, Alberta

UPON THE APPLICATION of the Plaintiffs for an order approving the settlement reached between the parties effective August 17, 2023 (the "Settlement" or "Settlement Agreement"), the process to distribute funds pursuant to the Settlement (the "Distribution Process"), and the counsel fees, disbursements, expenses, applicable taxes and honoraria payable out of the funds provided by the Settlement; **AND UPON READING** the affidavits filed and the briefs and authorities submitted by the parties; **AND UPON READING** any written objections submitted by class members; **AND UPON HEARING** the oral submissions of counsel for the parties and providing an opportunity for any objectors to make submissions at the hearing; **IT IS HEREBY ORDERED AND DECLARED AS FOLLOWS:**

1. Unless otherwise defined in this Order, all capitalized terms used herein have the same meaning as in the Settlement Agreement.

Settlement Approval


2. The settlement of this action on the terms set out in the Settlement Agreement, attached hereto as **Schedule "A"** and expressly incorporated by reference into this Order, is declared to be fair, reasonable and in the best interests of Class Members.
3. The process to distribute the Net Settlement Fund to Class Members on the terms set out in the Distribution Process, attached hereto as **Schedule "B"** and expressly incorporated by reference into this Order, is declared to be fair, reasonable and in the best interests of Class Members.
4. The Settlement Agreement and Distribution Process are hereby approved and shall be implemented in accordance with their terms and this Order.
5. All Class Members' claims in this action are released against the Releasees in accordance with the terms of the Settlement Agreement, except for any persons who have validly opted out.
6. This Order, the Settlement Agreement and the Distribution Process are binding upon all Class Members, except any persons who have validly opted out.
7. Without in any way affecting the finality of this Order, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs, the Class Members and the Defendants for the limited purposes of implementing the Settlement Agreement and Distribution Process and enforcing and administering the Settlement Agreement, Distribution Process and this Order.
8. This Court may issue such further and ancillary orders, from time to time, as may be necessary to implement and enforce the provisions of the Settlement Agreement, the Distribution Process and this Order.
9. The plan for the dissemination of notice of the approval of the Settlement attached as **Schedule "C"**, or substantially in the same form thereof, is hereby approved ("**Phase 2 Notice Plan**").

10. The long form notice attached as **Schedule "D"**, or substantially in the same form thereof, is hereby approved ("**Long Form Notice**").
11. The press release attached as **Schedule "E"**, or substantially in the same form thereof, is hereby approved ("**Press Release**").
12. Class Counsel and/or the Defendants may make non-material changes to the Long Form Notice, the Phase 2 Notice Plan, or the Press Release, and any changes as are desirable and necessary, upon receipt of the consent of the opposing party.
13. The notice stipulated at paragraphs 9, 10, 11 and 12 of this Order satisfies the notice requirements of Part 2, Division 3 of the *Class Proceedings Act* and shall constitute good and sufficient service upon Class Members of notice of this Order and approval of the Settlement and Distribution Process.
14. The cost of disseminating notice in accordance with the Phase 2 Notice Plan shall be paid from the Gross Settlement Fund.
15. MNP Ltd. is hereby appointed as Claims Administrator pursuant to the Settlement Agreement and the fees and expenses of the Claims Administrator shall be paid from the Net Settlement Fund in accordance with the terms of the Settlement Agreement and Distribution Process.

Fee and Honorarium Approval

16. The fee payable to Class Counsel out of the Gross Settlement Fund is hereby set at USD \$2,100,000.00 in respect of legal fees plus USD \$105,000.00 in respect of taxes, less the \$79,031.02 received by Class Counsel, in trust, from the Defendants on account of costs, which amounts shall be applied to the fees and taxes owing to Class Counsel.
17. The total amount payable out of the Gross Settlement Fund to Class Counsel in respect of disbursements, in addition to the fees payable in paragraph 16, above, is hereby set at CAD \$84,239.90, inclusive of all applicable taxes.
18. Class Counsel may be paid a maximum of CAD \$25,000.00 from the Gross or Net Settlement Fund on account of disbursements incurred in the approval and implementation of the Settlement and Distribution Process that are not accounted for in the amounts set out in paragraph 17 above, subject to application and approval by the Claims Administrator.

19. Peacock Linder Halt & Mack LLP shall be paid CAD \$35,398.34 from the Gross Settlement Fund in satisfaction of any unsatisfied accounts for services rendered to any of the Plaintiffs prior to the commencement of this action that were in respect of the subject matter of this action.
20. Each of the Plaintiffs shall receive the sum of USD \$2,500.00 as an honorarium to be paid out of the Gross Settlement Fund.
21. The Defendants shall pay the Gross Settlement Fund to Class Counsel, in trust, within fourteen (14) days of the Court Approval Date.
22. Class Counsel shall distribute the amounts set out in paragraphs 16, 17, 19 and 20 above, and pay the remainder (the Net Settlement Fund) to the Claims Administrator in trust, within fourteen (14) days of receipt of the Gross Settlement Fund pursuant to paragraph 21 above.



J.C.K.B.A

Schedule "A" - Settlement Agreement

COURT FILE NUMBER	1901-09160
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFFS	STEPHEN FLESCH, MARSHAL THOMPSON, TYLER MAKSYMCHUK, AND REID CHAMBERLAIN
DEFENDANTS	APACHE CORPORATION, PARAMOUNT RESOURCES LTD., WILLIAM C. MONTGOMERY, ANNELL R. BAY, DANIEL W. RABUN, RENE R. JOYCE, AND CHARLES J. PITMAN

Brought under the Class Proceedings Act

SETTLEMENT AGREEMENT

WHEREAS the Plaintiffs initiated this action under the *Class Proceedings Act*, SA 2003, c C-16.5, for breach of contract, breach of contractual duty of good faith, breach of fiduciary duty and unjust enrichment in relation to the cancellation of certain long-term compensation awards provided to the Plaintiffs and the Class (defined below);

AND WHEREAS the Defendants have denied the allegations in the proceeding;

AND WHEREAS this proceeding was certified as a class action by order of the Honourable Mr. Justice Poelman on June 25, 2021, which Order was upheld and varied on appeal to the Court of Appeal of Alberta on November 17, 2022;

AND WHEREAS the Parties to this Settlement Agreement have conducted a thorough analysis of the claims, extensive burdens and expense of litigation, and the risks of proceeding to trial;

AND WHEREAS in consideration of all the circumstances and after extensive arm's length negotiations, both directly and with the assistance of a mediator, the Parties to this Settlement Agreement wish to settle any and all issues among themselves in any way relating to this action;

AND WHEREAS the Parties executed an agreement in principle on May 12, 2023, setting out the main terms of agreement between the Parties subject to the execution of this Agreement;

NOW THEREFORE the Parties to this Agreement agree to settle all matters related to the Action (as herein defined) on the following terms and conditions:

1. For the purposes of this Settlement Agreement, the following definitions apply:
 - (a) **“Action”** means the class proceeding, including all amendments thereto, commenced by Stephen Flesch, Marshal Thompson, Tyler Maksymchuk and Reid Chamberlain in the Court of King's Bench of Alberta, having Court File No. 1901-09160, and certified as a class proceeding by Order of the Court on June 25, 2021;
 - (b) **“Administration Costs”** means all reasonable and necessary costs to administer the Distribution Process and distribute the Settlement Fund, including the costs of the Claims Administrator and the costs of implementing the Notice Plan;
 - (c) **“Apache Defendants”** means the defendants Apache Corporation, William C. Montgomery, Annell R. Bay, Daniel W. Rabun, Rene R. Joyce, and Charles J. Pitman;
 - (d) **“Approval Hearing”** means the Court hearing to approve the Settlement of the Action;
 - (e) **“Approval Order” or “Court Approval”** means the Order of the Court approving the Settlement;
 - (f) **“Approved Claims”** means Claims assessed by the Claims Administrator pursuant to the Distribution Process and, approved by the Claims Administrator for payment from the Settlement Fund;
 - (g) **“Awards”** means the unvested Restricted Share Units and Performance Awards (as those terms are defined in the Amended Statement of Claim) granted to Class Members and outstanding as of August 18, 2017;
 - (h) **“Awards List”** means the list of outstanding Awards granted to each Class Member as provided by the Apache Defendants by way of affidavit of Rana Ranjbar dated August 15, 2023;
 - (i) **“Certification Order”** means the Order of Justice Poelman dated June 25, 2021, certifying this proceeding as a class proceeding;
 - (j) **“Claim”** means a claim made by a Claimant to the Claims Administrator in accordance with the Distribution Process;

- (k) **“Claimant”** means any Class Member who submits a Claim in accordance with the Distribution Process;
- (l) **“Claims Administrator”** means the persons or entities agreed upon by the Parties or appointed by the Court to administer the Distribution Process;
- (m) **“Class”, “Class Member” or “Class Members”** is defined as per the Certification Order, being "all employees of Apache Canada Ltd. as of August 18, 2017, who were then participating in Apache Corporation's Omnibus Compensation Plan and had outstanding Awards as defined in that Plan", and excluding any person who validly opted out of the Action pursuant to this Settlement Agreement and as ordered and approved by the Court;
- (n) **“Class List”** means, combined, the lists of Class Members, including their last known contact information, as provided by the Defendants by way of the affidavits of Rowdy Lege dated August 15, 2023 and Greg Byrgesen dated August 16, 2023;
- (o) **“Class Counsel”** means Koskie Minsky LLP, Koskie Glavin Gordon and Scott Venturo Rudakoff LLP;
- (p) **“Counsel Fees”** means the fees, disbursements and all applicable taxes and interest awarded to Class Counsel as determined and approved by the Court pursuant to s. 39 of *CPA*;
- (q) **“Court”** means the Court of King's Bench of Alberta;
- (r) **“Court Approval Date”** means the later of:
- (i) One month plus one day after the date on which the Court issues the Approval Order; and
 - (ii) The date of the final disposition of any appeals from the Approval Order;
- (s) **“CPA”** means the *Class Proceedings Act*, SA 2003, c C-16.5
- (t) **“Distribution Process”** means the procedure for the submission, review, determination and payment of Claims as prepared by Class Counsel and approved by the Court;
- (u) **“Gross Settlement Fund”** means the sum of USD \$7,000,000.00 which the Defendants have agreed to pay to fully and finally settle the Action, inclusive of any and all costs, expenses, or fees, including compensation for Approved Claims, Honorarium, interest, legal costs and disbursements, Counsel Fees, and Administration Costs.

- (v) **“Honorarium”** means an honorarium, if any, to be paid to the Plaintiffs in an amount proposed by Class Counsel and determined by the Court at the Approval Hearing or thereafter;
- (w) **“Net Settlement Fund”** means the Gross Settlement Fund less: (a) Counsel Fees awarded by the Court; (b) any Honorarium awarded by the Court; (c) and any other costs and expenses that the Court orders to be deducted from the Gross Settlement Fund prior to its transfer to the Claims Administrator. The Administration Costs shall be payable to the Claims Administrator out of the Net Settlement Fund.
- (x) **“Notice of Certification and Proposed Settlement”** means the Court-approved notice to the Class Members of the certification of the Action, the Opt-Out Deadline, this Settlement and the Approval Hearing;
- (y) **“Notice of Settlement Approval”** means the Court-approved notice to the Class Members advising that the Court has approved the Settlement and advising of the Distribution Process;
- (z) **“Notice Plan”** means the plan to disseminate the Notice of Settlement Approval and Notice of Certification and Proposed Settlement to the Class, which plan is subject to approval by the Court;
- (aa) **“Opt-Outs”** means those individuals who met the definition of the Class but who validly opted out of the Action by the Opt-Out Deadline;
- (bb) **“Opt-Out Deadline”** means a date determined by the Court by which all persons who meet the class definition in the Certification Order may opt out of the Action;
- (cc) **“Opt-Out List”** means a list of all persons who meet the class definition in the Certification Order who validly opted out of the Action by the Opt-Out Deadline;
- (dd) **“Paramount”** means the defendant Paramount Resources Ltd.;
- (ee) **“Parties”** means the Plaintiffs, Apache Defendants and Paramount;
- (ff) **“Releasees”** means individually and collectively the Defendants, as well as their parents, subsidiaries, affiliated entities, and any past or present directors, officers, representatives, insurers, and employees;
- (gg) **“Settlement”, “Agreement” or “Settlement Agreement”** means this Agreement, as executed by the Parties or their representatives;

Settlement Fund and Distribution Process

2. Within fourteen (14) days of the Court Approval Date, the Defendants shall pay the Gross Settlement Fund to Class Counsel. Class Counsel shall transfer the Net Settlement Fund, to the Claims Administrator within fourteen (14) days of the receipt thereof.
3. The Claims Administrator shall hold the Net Settlement Fund received pursuant to paragraph 2 herein in trust from the date of receipt until such time as all payments required by this Settlement Agreement (including the Distribution Process) have been made. The Claims Administrator shall hold the Net Settlement Fund in an interest-bearing trust account, or instrument, and the interest earned thereon shall form part of the Net Settlement Fund.
4. The Gross Settlement Fund will be used to pay the Approved Claims, Counsel Fees, Honorarium, and Administration Costs in accordance with this Settlement Agreement and the Distribution Process in full and final settlement of the Action.
5. The Gross Settlement Fund shall be paid out as follows:
 - (a) First, to satisfy Counsel Fees and any Honorarium ordered by the Court;
 - (b) Second, to satisfy any other costs and expenses that the Court orders to be deducted from the Gross Settlement Fund prior to its transfer to the Claims Administrator; and
 - (c) Third, the remainder, being the Net Settlement Fund, shall be paid to the Claims Administrator in accordance with paragraph 2 above and which shall be paid out in accordance with paragraph 4 above:
6. Prior to the Claims Administrator paying out Administration Costs from the Net Settlement Fund, such Administration Costs and payment must be approved by Class Counsel.
7. The Claims Administrator will be mutually agreed upon by the Parties and approved by the Court.

8. The Distribution Process, as prepared by Class Counsel, shall be subject to approval by the Court. While the Distribution Process shall be prepared by Class Counsel, the Parties agree that it shall provide for the distribution of the Net Settlement Fund to be distributed pro-rata among Approved Claims based on the number of Awards attributable to each Class Member on the Awards List (specifically excluding Opt-Outs). The value of any such Award shall be determined using the closing share price of Apache stock on August 18, 2017. Under no circumstances, however, shall any Class Member be entitled to receive from any and all distributions pursuant to the Distribution Process an amount that would exceed the value of the Awards held by that Class Member. Further, any funds that are not distributed among Approved Claims shall be distributed *cy pres* in accordance with the Distribution Process. For Further clarity, no amount of the Gross Settlement Fund or Net Settlement Fund shall revert to the Defendants. The Defendants otherwise shall take no position on approval of the Distribution Process.
9. The Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to the maintenance, investment, distribution or any other action or inaction related to the Gross Settlement Fund or Net Settlement Fund, including the payment or withholding of any taxes, or any other expenses or losses in connection with such matters. For greater certainty, the Releasees shall have no liability under this Agreement to pay any amount in excess of the Gross Settlement Fund, and all costs in any way relating to or arising from this Agreement shall be paid out of the Gross Settlement Fund, and not otherwise payable by the Releasees or any of them. Each Class Member acknowledges that Releasees have no responsibility for or participation in the Distribution Process and therefore releases the Releasees from any claim whatsoever in connection with the Distribution Process, including any mispayments, overpayments, or underpayments of the Net Settlement Fund.

Notice, Confidentiality of Opt-Outs and Communications

10. Notice of Certification and Proposed Settlement and Notice of Settlement Approval shall be disseminated in accordance with the Notice Plan, as approved by the Court. The Parties shall agree on the Notice Plan, which shall be substantially in accordance with the proposed plan to disseminate notice of certification in the Plaintiffs' certification application. Any disputes relating to the design of the Notice Plan, the design and content of any notice materials, or the

implementation of the Notice Plan shall be resolved by the Court. None of the Parties will appeal the Court's decision on such disputes.

11. The Parties agree that the Notice of Certification and Proposed Settlement and Notice of Settlement Approval shall include a statement attributed to Paramount that Paramount supports its employees' participation in the Action and Distribution Process, the specific language of which shall be agreed upon by the Parties, or failing agreement, as directed by the Court.
12. Within fourteen (14) days of the expiry of the Opt-Out Deadline, the Claims Administrator shall provide the Opt-Out List to Class Counsel. Class Counsel shall advise counsel to the Defendants of the cumulative number of Awards on the Awards List attributable to the Opt-Outs and the percentage of Opt-Out Awards relative to the Awards List. The Parties agree that the identity of any person on the Opt-Out List shall only be known to Class Counsel and the Claims Administrator and shall not be shared with the Defendants. In the event that the Opt-Out List, or any part thereof, is required to be filed with the Court, Class Counsel shall seek directions from the Court on how to maintain confidentiality of such information. To the extent the Defendants receive a claim, demand, or lawsuit by any individual seeking damages similar to those sought in this Action, Defendants may provide a copy of such claim, demand, or lawsuit to Class Counsel, who will then confirm whether or not the individual is on the Opt-Out List such that Defendants may verify whether such individual's claim was released by this Settlement.
13. The Defendants, in their sole discretion, shall have the option to terminate the Settlement in the event that the cumulative number of Awards on the Awards List attributed to Opt-Outs exceeds 15% of the total number of Awards on the Awards List (the "**Opt-Out Threshold**"), which option must be exercised no later than fourteen (14) days after the Defendants being advised of the cumulative number of Awards on the Awards List attributable to the Opt-Outs as set out in paragraph 12 above, or at such other time as the Parties agree. The Opt-Out Deadline must be at least fifteen (15) days before the Approval Hearing, or at such other time as the Parties agree. Opt-Outs do not include individuals and entities excluded by virtue of the Class definition.

14. The Defendants hereby stipulate and agree that they will not contact or communicate with any Class Member for the purpose of encouraging, convincing, or incentivizing in any way any Class Member: (i) to opt out of the Action or Settlement, or (ii) maintain or revoke a previously-filed or served request to opt out.

Settlement Approval, Counsel Fee Approval, and Honorarium Approval

15. The Parties agree to adjourn all steps in the Action pending a determination by the Court on whether to approve the Settlement.
16. It is understood and agreed that approval of this Settlement Agreement and Distribution Process by the Court is required. The Parties will arrange for the Approval Hearing to be heard as soon as possible following the execution of this Settlement Agreement. Prior to the Approval Hearing, the Notice of Certification and Proposed Settlement is to be ordered and directed by the Court. The Parties shall move before the Court with dispatch to have the Settlement and all necessary advance steps approved by the Court at the earliest possible opportunity.
17. The Defendants agree to consent to and support an application by the Plaintiffs to seek approval of the Settlement by the Court. The Parties agree to file application materials, as necessary, with respect to the application to approve the Settlement and counsel shall act reasonably and in good faith to agree on the content of such application materials (including the form and content of a draft Approval Order).
18. Class Counsel intends on seeking approval by the Court of Counsel Fees and Honorarium, if any, at the time of the Approval Hearing, or at another time as directed by the Court. The Defendants shall take no position or make any comment on the requested Counsel Fees and Honorarium sought.

Release and Dismissal

19. On the Court Approval Date, each Class Member, whether or not he or she or they submits a Claim or otherwise receives compensation in accordance with the Distribution Process, will be deemed by this Settlement Agreement to have completely and unconditionally released, remised, and forever discharged the Releasees of and from any and all actions, counterclaims,

causes of action, claims, whether statutory or otherwise, and demands for damages, indemnity, contribution, costs, interest, loss, or harm of any nature and kind whatsoever, known or unknown, whether at law or in equity, and howsoever arising, which they may heretofore have had, may now have or may hereafter have, whether commenced or not in connection with all claims relating to the matters raised in the Action, except for any Claimant's entitlement to be paid in respect of an Approved Claim pursuant to the terms hereof.

20. On the Court Approval Date, each Class Member will be forever barred and enjoined from commencing, instituting or prosecuting any action, litigation, investigation, or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively, or derivatively, asserting against the Releasees any claims relating to the matters raised in the Action.
21. On and after the Court Approval Date, in the event that a Class Member commences, institutes or prosecutes any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum or any other forum, directly, representatively, or derivatively, relating to the matters raised in the Action, against any person, firm, corporation, or administrative entity or regulator who may claim contribution or indemnity from the Releasees under the provision of any statute or otherwise, and the Releasees or any of them are added to such proceeding in any manner whatsoever, whether justified in law or not, such Class Member will immediately discontinue the proceedings and claims or otherwise narrow the proceedings and claims to exclude the several liability of the Releasees. This Settlement Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint, or proceeding which might be brought in the future by such Class Member with respect to the matters covered herein. This Agreement may be pleaded in the event that any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by such Class Member in any subsequent action that the parties in the subsequent action were not privy to the formation of this Agreement.
22. The Parties shall agree to the form and content of the Approval Order, which shall, among other things, provide for the dismissal of the Action on a without costs basis.

Termination

23. This Settlement Agreement shall, without notice, be automatically terminated and rendered void if the Court does not approve this Settlement Agreement. In the event of termination, this Settlement Agreement shall be deemed to be a without prejudice settlement discussion and shall have no further force or effect, save and except for this section, which shall survive termination.

General

24. This Settlement Agreement shall be governed, construed, and interpreted in accordance with the laws of the Province of Alberta.
25. This Settlement Agreement constitutes the entire agreement between the Parties and may not be modified or amended except in writing, on consent of the Parties, and with Court approval.
26. This Settlement Agreement may be signed (including by electronic signatures) by the Parties, or the Parties' respective counsel, in counterpart, and delivered electronically, which shall have the same effect and enforceability as a single executed document.

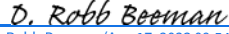
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on his/her/their behalf by his/her/their duly authorized counsel of record, effective as of the date that all Parties execute the Agreement.

Koskie Minsky LLP, Scott Venturo Rudakoff LLP, and Koskie Glavin Gordon


17-Aug-2023
Date
McLennan Ross LLP


DAvid Rosenfeld (Aug 17, 2023 11:15 EDT)
Counsel for the Plaintiffs and the Class
DAvid Rosenfeld

17-Aug-2023
Date
Jensen Shawa Solomon Duguid Hawkes LLP


D. Robb Beeman (Aug 17, 2023 09:54 MDT)
Counsel for Paramount Resources Ltd.
D. Robb Beeman

17-Aug-2023
Date


Counsel for Apache Corporation, William C. Montgomery,
Annell R. Bay, Daniel W. Rabun, Rene R. Joyce and Charles J. Pitman
Andrew Wilson












2023 08 17 Final Settlement Agreement


Final Audit Report


2023-08-17


Created:	2023-08-17
By:	Lori Seto (lseto@kmlaw.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe8vc_0QVlffNnZz5U53ZQhhtju0Lb82Zh

"2023 08 17 Final Settlement Agreement" History

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2023-08-17 - 3:08:38 PM GMT
-  Document emailed to drosenfeld@kmlaw.ca for signature
2023-08-17 - 3:14:09 PM GMT
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2023-08-17 - 3:14:52 PM GMT
-  Signer drosenfeld@kmlaw.ca entered name at signing as DAvid Rosenfeld
2023-08-17 - 3:15:46 PM GMT
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Signature Date: 2023-08-17 - 3:15:48 PM GMT - Time Source: server
-  Document emailed to Andrew Wilson (wilsona@jssbarristers.ca) for signature
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2023-08-17 - 3:51:45 PM GMT

 Signer robb.beeman@mross.com entered name at signing as D. Robb Beeman
2023-08-17 - 3:54:20 PM GMT

 Document e-signed by D. Robb Beeman (robb.beeman@mross.com)
Signature Date: 2023-08-17 - 3:54:22 PM GMT - Time Source: server

 Agreement completed.
2023-08-17 - 3:54:22 PM GMT

Schedule "B" - Distribution Process

COURT FILE NUMBER	1901-09160
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFFS	STEPHEN FLESCH, MARSHAL THOMPSON, TYLER MAKSYMCHUK, AND REID CHAMBERLAIN
DEFENDANTS	APACHE CORPORATION; PARAMOUNT RESOURCES LTD., WILLIAM C. MONTGOMERY, ANNELL R. BAY, DANIEL W. RABUN, RENE R. JOYCE, AND CHARLES J. PITMAN

Brought under the Class Proceedings Act

DISTRIBUTION PROCESS

A. **Definitions**

1. Unless otherwise defined in this distribution process protocol ("**Distribution Process**"), all other capitalized terms used herein have the same meaning as in the Settlement Agreement executed between the parties with an effective date of August 17, 2023 ("**Settlement Agreement**").
2. For the purposes of this Distribution Process, the following additional definitions apply:
 - (a) "**Approved Claimant**" means a Claimant with an Approved Claim;
 - (b) "**Claim Form**" means the form (electronic or otherwise) available on the Claims Website by which Class Members may submit a claim to a portion of the Payout Amount;
 - (c) "**Claims Website**" means the website established by the Claims Administrator for this Distribution Process; and
 - (d) "**Initial Claims Deadline**" means three (3) months after the Court Approval Date;
 - (e) "**Opt-Out Form**" means the form (electronic or otherwise) available on the Claims Website, or in some other form provided by a Class Member, by which Class Members may

elect to Opt-Out of participation in the Class and settlement and therefore not receive any portion of the Payout Amount;

(f) **"Payout Amount"** means the funds remaining in the Net Settlement Fund after deduction of the Administration Costs; and

(g) **"Ultimate Claims Deadline"** means ten (10) months after the Court Approval Date.

B. Principles of assessment and distribution

3. The Distribution Process is intended to establish a process:

(a) for the determination of eligibility of Claimants and the distribution of the Payout Amount to Approved Claimants based on the following:

(i) a distribution will be determined on a pro rata basis based on the proportion of the number of Awards attributable to each Class Member on the Awards List in relation to the number of Awards attributable to all Class Members on the Awards List (specifically excluding Opt-Outs and the Awards attributable to Opt-Outs on the Awards List);

(ii) the only Awards to be considered for the calculation of the distribution of the Payout Amount will be Restricted Share Units and Performance Awards - Options will not be considered for the calculation of the distribution of the Payout Amount (as the terms Restricted Share Units, Performance Awards and Options are defined in the Amended Statement of Claim);

(iii) an additional distribution is possible to Approved Claimants should there be any funds remaining in the Settlement Fund after the Ultimate Claims Deadline;

(iv) under no circumstances shall any Class Member be entitled to receive from any and all distributions an amount that would exceed the value of the Awards held by that Class Member as of the close of business on August 18, 2017; and

- (v) it is anticipated that the distribution to Approved Claimants will be subject to the deduction and remittance to Canada Revenue Agency of applicable withholding tax.
- (b) that is intended to be expeditious, cost effective, and "user-friendly", and to minimize Administration Costs and the burden on Class Members; and
- (c) in which all Class Members are eligible for a distribution so long as they submit a Claim Form by the Ultimate Claims Deadline.

C. **Claims Administration Generally**

4. The Claims Administrator shall:

- (a) have such powers and rights as are reasonably necessary to discharge its duty and obligation to implement and administer the Distribution Process in accordance with the terms herein and the Settlement Agreement;
- (b) implement and administer the Distribution Process under the oversight of Class Counsel and, if necessary, the Court;
- (c) generally, be responsible for:
 - (i) receiving and holding the Net Settlement Fund in an interest-bearing trust account until the distribution of all amounts have been completed in accordance with the Settlement Agreement and this Distribution Process;
 - (ii) the determination of eligibility of Claimants for compensation and resolving disputes, disagreements, or challenges to the Claims Administrator's eligibility determinations;
 - (iii) giving notice to Claimants of eligibility determinations, information about the Distribution Process and the Approved Claimants' share of the Payout Amount;
 - (iv) fielding and answering questions from Class Members;

- (v) receiving and tracking any Opt-Outs received from Class Members and providing details of the number of Class Members and Awards subject to Opt-Out to Class Counsel on a regular basis;
 - (vi) maintaining the necessary administrative systems, websites and databases necessary to implement the Distribution Process in an efficient manner;
 - (vii) assessing the tax treatment of distributions to Class Members, deducting and remitting any necessary withholdings to Canada Revenue Agency, and preparing all necessary tax filings or forms that may be necessary to implement the Distribution Process;
 - (viii) accounting for and seeking approval of Administration Costs from Class Counsel;
 - (ix) preparing any financial statements, reports and records as are necessary for the implementation of the Distribution Process;
 - (x) distributing the Payout Amount to Approved Claimants and reporting to Class Counsel on such distributions;
 - (xi) reporting on the completion of the Distribution Process; and
 - (xii) otherwise, all matters necessary to successfully complete the Distribution Process; and
- (d) upon final distribution of the Payout Amount to Approved Claimants and the conclusion of the Distribution Process, provide a report to Class Counsel and, if necessary, the Court, accounting for the distribution of the Net Settlement Fund, the Payout Amount, and Administration Costs, and on any other matter relevant to the completion of the Distribution Process.

5. Class Counsel shall oversee the Claims Administrator's implementation of the Distribution Process and direct the Claims Administrator on matters that may not be covered by the terms of the Distribution Process, in doing so always acting in accordance with the intentions of the Settlement Agreement and Distribution Process.

D. Claims Procedure

i. Claimant identification

6. The Claims Administrator shall make both the Claim Form and an Opt-Out Form available to all Class Members in an accessible format on the Claims Website, shall disseminate the Claim Form (or directions thereto) and Opt-Out Form to all Class Members on the Awards List or otherwise in accordance with the Notice Plan, and shall disseminate (or direct) the Claim Form and Opt-Out Form to anyone who asks for it.
7. In order to participate in the distribution of the Payout Amount, a Class Member must submit a Claim Form by the Ultimate Claims Deadline, which Claim Form shall include the following information:
 - (a) name, current address, current email address, Social Insurance Number, and current phone number of the Claimant;
 - (b) a copy of government issued photo identification such as a passport, driver's licence or other photo identification acceptable to the Claims Administrator;
 - (c) confirmation that the Claimant is a Class Member; and
 - (d) if the Claimant is an estate or is being represented by a power of attorney or guardian, a copy of a document confirming the individual's authority to act for the Claimant (of a type to be determined by the Claims Administrator).
8. Where a Claim Form contains minor omissions or errors of a typographical nature, the Claims Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Claims Administrator.
9. The Claims Administrator may make inquiries of the Claimant in the event of any concerns, ambiguities, or inconsistencies in the Claim Form.
10. The Claims Administrator shall initially confirm the eligibility of the Claimant as an Approved Claimant by:

- (a) confirming the identity of the Claimant and identifying the authority of their representative, if applicable, based on the information provided in the Claim Form; and
 - (b) confirming that the Claimant is on the Awards List.
11. Once determined by the Claims Administrator to be eligible as an Approved Claimant, the Claims Administrator shall advise the Claimant accordingly.
 12. Any Class Member who does not submit a Claim Form by the Ultimate Claims Deadline will not be eligible to participate in the distribution of the Payout Amount, without the permission of Class Counsel. Such Class Member shall, however, still be bound by the Settlement and its release of Releasees.

ii. Eligibility dispute resolution

13. In the event that a Claimant is not identified on the Awards List, the Claims Administrator shall advise the Claimant accordingly and, if the Claimant has submitted a Claim before the Initial Claims Deadline, ask the Claimant to provide evidence that they meet the Class definition and the number and type of Awards they held that were outstanding as of August 18, 2017 ("**Eligibility Dispute**"). The Claimant shall have fourteen (14) days from being advised by the Claims Administrator that the Claimant is not on the Awards List to submit such evidence. The Claims Administrator shall review the evidence submitted, consult with Class Counsel, consult with the Defendants (including receiving evidence and submissions from the Defendants), if it deems necessary, and make a determination as to the Claimant's eligibility. In this event, the onus is on the Claimant to provide clear and compelling evidence that the Claimant is a Class Member and of the number of Awards they held that were outstanding as of August 18, 2017. The Claims Administrator shall advise the Claimant of its determination. In the event the Claimant is determined to be eligible, the number of Awards of the Claimant shall be added to the total Awards for the purpose of distributing the Payout Amount pursuant to paragraph 27. Only Class Members who submit a Claim Form by the Initial Claims Deadline may be permitted to initiate an Eligibility Dispute, unless otherwise permitted by Class Counsel.
14. In the event the Claims Administrator determines a Claimant is not eligible after an Eligibility Dispute, or otherwise if the Claimant is not entitled to initiate an Eligibility Dispute, the

Claims Administrator shall advise the Claimant accordingly by sending the Claimant a denial notice ("**Denial Notice**").

15. Only Class Members who submit a Claim Form by the Initial Claims Deadline may dispute a Denial Notice, unless otherwise permitted by Class Counsel.
16. In the event a Claimant who has submitted a Claim Form by the Initial Claims Deadline wishes to dispute the Denial Notice, the Class Member may seek a reconsideration of the Denial Notice to the Claims Administrator but must do so within fourteen (14) days of the Denial Notice ("**Denial Reconsideration**"). The Denial Reconsideration will be reviewed, assessed, and determined by a senior supervisor of the Claims Administrator who was not involved in this initial Eligibility Dispute determination. The Claims Administrator shall render its decision on the Denial Reconsideration within ten (10) days. In the event the Claimant is determined to be eligible, the number of Awards of the Claimant shall be added to the total Awards for the purpose of distributing the Payout Amount. A decision by the Claims Administrator on the Denial Reconsideration shall be binding and shall not be subject to appeal.

iii. Quantum dispute resolution

17. The Claims Administrator shall advise each Class Member on the Class List of the number of Awards listed on the Awards List for that Class Member.
18. The Claim Form shall include a provision for Class Members to dispute the number of Awards listed on the Awards List for the Class Member ("**Quantum Dispute**") and to submit evidence supporting their dispute.
19. In order to be entitled to initiate a Quantum Dispute, the Class Member must have submitted a Claim Form, and all supporting evidence for the Quantum Dispute, by the Initial Claims Deadline, unless otherwise permitted by Class Counsel.
20. The Claims Administrator shall review the evidence submitted, consult with Class Counsel, consult with the Defendants (including receiving evidence and submissions from the Defendants), if it deems necessary, and make a determination as to the number of Awards to be attributed to the Claimant. The onus in the Quantum Dispute is on the Claimant to provide

clear and compelling evidence that the number of Awards applicable to the Claimant on the Awards List is incorrect and that their number should be accepted.

21. The Claims Administrator shall advise the Claimant of its determination of the Quantum Dispute. The Claim Administrator's determination of a Quantum Dispute is final, binding, and not subject to appeal.
22. In the event, that the Claims Administrator determines that the number of Awards to be attributed to the Claimant is different than that identified on the Awards List, the Claims Administrator shall adjust its calculation of the distribution to all Approved Claimants pursuant to paragraph 27, accordingly.

E. Search for Missing Class Members

23. After the Initial Claims Deadline, the Claims Administrator shall determine whether there are any Class Members who appear on the Awards List but who did not submit a Claim Form or Opt-Out Form by the Initial Claims Deadline ("**Missing Class Member**").
24. Following the Initial Claims Deadline, the Claims Administrator shall consult with Class Counsel on methods to be used to seek to locate Missing Class Members and the priority thereof, which may include communications with the Plaintiffs or other Class Members. The Claims Administrator may also engage the services of a skip tracer or other service provider who may assist in locating Missing Class Members ("**Search Services**") in consultation with Class Counsel.
25. In the event that a Missing Class Member submits a Claim Form after the Initial Claims Deadline but before the Ultimate Claims Deadline, the Missing Class Member's Claim Form shall be assessed in accordance with the process set out in paragraphs 6-12 above, except they shall not be entitled to submit a Denial Reconsideration or Quantum Dispute without the permission of Class Counsel.
26. In the event that the Claims Administrator determines that a Missing Class Member has an Approved Claim, the distribution of the Payout Amount to that Missing Class Member shall be reduced by the costs of the Search Services incurred by the Claims Administrator.

F. Distribution to Approved Claimants

27. After the Initial Claims Deadline, and after determinations of any Denial Reconsiderations and Quantum Disputes have been made, the Claims Administrator shall calculate the portion of the Payout Amount to be distributed to each Class Member on the Awards List on a pro rata basis based on the proportion of the number of Awards attributable to each Class Member in relation to the number of Awards attributable to all Class Members based on the Court Approved Awards List (specifically excluding Opt Outs and subject to any adjustments pursuant to paragraphs 13, 16 and 22).
28. Once satisfied that the calculation of Class Members' pro-rata entitlement to the Payout Amount as been appropriately calculated given the requirements of the Claims Process, the Claims Administrator shall then begin distributions to Approved Claimants (subject to the deduction and remittance to Canada Revenue Agency of applicable withholding tax, as determined by the Claims Administrator) as soon as possible after the Initial Claims Deadline.
29. A determination of the Approved Claimant's share of the Payout Amount (subject to the deduction and remittance to Canada Revenue Agency of applicable withholding tax) is final and binding and not subject to appeal.
30. All distributions of the Payout Amount to Approved Claimants (subject to the deduction and remittance to Canada Revenue Agency of applicable withholding tax) shall be in USD and paid by cheque, unless otherwise directed by Class Counsel.
31. As Approved Claims are determined after the Initial Claims Deadline and after the calculation in paragraph 27 has been determined, the Claims Administrator shall make distributions to Approved Claimants accordingly subject to paragraph 28.
32. It is the intention of the Distribution Process to make distributions of the Payout Amount to Approved Claimants as quickly as possible given the requirements of the Distribution Process. After the Initial Claims Deadline, the Claims Administrator and Class Counsel will assess and determine whether, at any time during the Distribution Process, payment, in whole or in part, of Approved Claims can be made prior to final determination of all Approved Claims (including final determinations of any eligibility determinations), and ensuring that doing so

will not result in seeking a return, in whole or in part, of payments made to Approved Claimants.

G. Distributions outstanding and funds remaining in Settlement Fund

33. If, for any reason, a Claimant does not cash a distribution cheque within six (6) months after the date of the cheque ("**Stale Date**"), the Claimant shall forfeit the right to compensation and the funds shall be returned to the Settlement Fund. Thirty (30) days prior to the Stale Date described above, the Claims Administrator shall:
- (a) provide Class Counsel with a list of Claimants who have not cashed their distribution cheques; and
 - (b) communicate with the Claimant to advise the Claimant that they have 30 days to cash the distribution cheque.
34. If, for any reason, there are funds remaining in the Settlement Fund after distribution to all Approved Claimants and after the Stale Date of all distribution cheques has passed, then Class Counsel and the Claims Administrator shall determine whether it would be impractical or not cost-effective to distribute such remaining funds to Approved Claimants on a pro rata basis. In the event they determine that it would be impractical or not cost-effective to distribute such remaining funds to Approved Claimants, then such funds shall be provided to an organization in Alberta that seeks to facilitate or promote access to justice, which organization shall be determined by the Plaintiffs.

No Appeals

35. All determinations of the Claims Administrator are final and there is no appeal or review of any decision of the Claims Administrator.

Schedule "C" to Settlement Approval Order

Phase 2 Notice Plan – Notice of Settlement Approval

1. Unless otherwise defined herein, all other capitalized terms used herein shall have the same meaning as in the Order to which this Schedule is attached, the Settlement Agreement and the Distribution Process.
2. It is proposed that Notice of Settlement Approval provided as follows:
 - a. Within seven (7) days after the Court Approval Date, Class Counsel and the Administrator shall post the Press Release and Long Form Notice on each of their respective websites, to remain there until the Ultimate Claims Deadline.
 - b. Within seven (7) days after the Court Approval Date, each of the corporate Defendants shall post the Press Release and Long Form Notice on their respective intranets to be accessible to Class members, to remain on Apache's intranet until the Initial Claims Deadline and remain on Paramount's intranet until the Ultimate Claims Deadline;
 - c. Within seven (7) days after the Court Approval Date, Class Counsel shall deliver the Long Form Notice by email to all persons who have contacted Class Counsel about the action and provided email addresses;
 - d. Within seven (7) days after the Court Approval Date, the Administrator shall deliver the Long Form Notice by mail and email (if available) to every person on the Class List (as defined in the Settlement Agreement);
 - e. Within seven (7) days after the Court Approval Date, the Administrator, or its designate, shall distribute the Press Release via the CNW national newswire service;
 - f. Where mail or email to a person on the Class List (per subsection (d)) is undeliverable, the Administrator shall promptly make reasonable efforts to

determine the correct mailing or email address for that person, including by contacting any telephone numbers provided and contacting Class Counsel, and deliver the Long Form Notice to the correct addresses, if obtained; and

- g. the Administrator shall forward the Long Form Notice to any person who requests it.
3. The Administrator shall maintain a website and email address at least until the Ultimate Claims Deadline for Class Members and others to obtain information about the Settlement and Claims Process, including copies of the Settlement Agreement and Claims Form.

NOTICE OF SETTLEMENT APPROVAL IN APACHE AWARDS CLASS ACTION

To all persons who were employed by Apache Canada Ltd. on August 18, 2017 and who held unvested Apache Restricted Stock Units, Performance Awards or Options:

Please read this notice carefully.

**The Court of King’s Bench of Alberta authorized this notice.
This is not a solicitation from a lawyer.**

There was a class action lawsuit regarding the cancellation of unvested Restricted Stock Units, Performance Awards and Options held by employees of Apache Canada Ltd. (“Apache Canada”) when it was sold to Paramount Resources Ltd. (“Paramount”).

A Settlement in that lawsuit has been approved by the Court. Therefore, the lawsuit is now over and there is money available for Class Members who submit a claim and meet the requirements set out in the Settlement.

The Settlement provides a fund of \$7 million USD, less approved legal fees, costs and expenses, for compensating Class Members. This notice explains how to make a claim for compensation from the Settlement if you were employed by Apache Canada on August 18, 2017 and held unvested Restricted Stock Units, Performance Awards and Options.

Please read this document carefully or ask for help from someone you trust.

Do you know someone who was employed at Apache Canada on August 18, 2017? Please share this information with them.

To learn more about this settlement go to:
www.mnp.ca/apachesettlement

**To claim compensation under the settlement, you must submit
a Claim Form before **[date]****

If you do not make a claim by the deadline, you will not get any money.

NOTICE OF SETTLEMENT APPROVAL IN APACHE AWARDS CLASS ACTION

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NOTICE OF SETTLEMENT APPROVAL IN APACHE AWARDS CLASS ACTION

BASIC INFORMATION

Why did I get this notice?

You got this notice because the Defendants provided information that you worked for Apache Canada on August 18, 2017 and may have held unvested Restricted Stock Units, Performance Awards and Options which were cancelled. The Court said you should get this information about the lawsuit and your legal rights.

The Representative Plaintiffs, Apache Corporation and members of its Management Development Committee (collectively “Apache”), and Paramount have agreed to a settlement providing financial compensation for eligible Class members. On [date], the Court approved this settlement. There is now a process for making claims for compensation provided by the settlement.

This notice explains what is happening and what your legal options are now, including the deadline to ask for money, which is [date].

What is a class action?

In a class action, one or more people called “**Representative Plaintiffs**” sue on behalf of people who have similar claims. All of the people who have similar claims are called a “**Class**” or “**Class Members**.” The court resolves the issues for everyone affected, except for those who excluded themselves from the lawsuit by opting out.

What is this class action about?

This lawsuit alleged that Apache improperly cancelled unvested Restricted Stock Units, Performance Awards and Options held by employees of Apache Canada when it was sold to Paramount on August 18, 2017. The lawsuit further alleged that employees who held such unvested Restricted Stock Units, Performance Awards and Options were not otherwise compensated for the cancellation of the unvested Awards. The lawsuit sought compensation for the Class equivalent to the value of the unvested Restricted Stock Units, Performance Awards and Options at the time of the sale of Apache Canada to Paramount.

Apache and Paramount disputed the allegations set out in the lawsuit.

The Representative Plaintiffs, Apache and Paramount reached an agreement to settle the allegations set out in the lawsuit, and that settlement has now been approved by the Court.

Why is there a settlement?

By coming to the proposed settlement, the Representative Plaintiffs, Class Members, and both Apache and Paramount will avoid the costs and risks of a trial and delays in obtaining a judgment.

NOTICE OF SETTLEMENT APPROVAL IN APACHE AWARDS CLASS ACTION

Proceeding to trial without the proposed settlement would leave open the risk that the lawsuit would be unsuccessful and no compensation would be available to any Class Member. The settlement provides for financial compensation for eligible Class Members who make a valid claim for compensation.

At a hearing on October 24, 2023, the Court considered the settlement. By order of [date], the Court approved the settlement and determined that the settlement was fair, reasonable and in the best interests of Class Members.

Who is included in the settlement?

Who is included in the settlement?

The settlement includes all employees of Apache Canada as of August 18, 2017 who were then participating in Apache Corporation's Omnibus Compensation Plan and had outstanding Restricted Stock Units, Performance Awards and Options as defined in that Plan, unless they opted out of the lawsuit. These are the Class Members.

All Class Members can apply for compensation under the Settlement, with the exception of those who opted out. All Class Members (except those who opted out) are bound by the Settlement and will be covered by the releases in the Settlement Agreement.

If you opted out of this lawsuit, you are not included in the settlement. The time to opt out of the class action ended on October 6, 2023. It is no longer possible to opt out of this lawsuit.

What if I'm not sure whether I'm included in the settlement?

If you are not sure whether you are included in the settlement, you may contact the Claims Administrator by calling the claims office at 1-855-799-3460, or sending an email to apachesettlement@mp.ca.

What are the benefits of the Settlement?

What does the Settlement provide?

The settlement provides financial compensation for eligible Class Members who meet the requirements of the claims process.

The settlement provides a fixed fund of USD \$7 million (the "**Settlement Fund**"), less legal fees, costs and expenses that the Court has approved as being fair and reasonable.

The amount of compensation a Class member may receive is dependent on the number of unvested Restricted Stock Units and Performance Awards ("**Awards**") they held on August 18, 2017 and the number of unvested Awards of all Class members.

It has been agreed that the claims process will be confidential, and that Apache and Paramount will not know, and do not wish to know, which Class Members have submitted claims for

NOTICE OF SETTLEMENT APPROVAL IN APACHE AWARDS CLASS ACTION

compensation. Paramount has also confirmed in the Settlement Agreement that it supports its eligible employees' participation in the settlement.

More details are in a document called the Settlement Agreement, which is available at www.mnp.ca/apachesettlement.

How do I get money from the Settlement?

To receive the benefits provided by the settlement you will have to complete and submit a claim with the Claims Administrator before **DATE**.

As part of your claim you will have to confirm your identity and the number of Awards you believe you have.

A notice will be delivered to you which will identify the number of Awards you have outstanding according to the Defendants' records (the "Awards List").

If you disagree with the number of Awards you had outstanding as noted in the Awards List, you will have to submit evidence of the number of Awards you held as of August 18, 2017 as part of your claim. The Claims Administrator will determine the number of Awards attributable to you based on that and other evidence.

If you submit a claim and you are on the Awards List, you will be provided with the compensation available based on the number of Awards attributable to you. This compensation will be your proportionate share of the funds available, but will not exceed the total value of your Awards.

If you submit a claim but are not listed on the Awards List at all, you will have to submit evidence that you are a member of the Class and of the number of Awards you held as of August 18, 2017. The Claims Administrator will determine whether you are eligible for compensation and the number of Awards attributable to you based on that and other evidence.

The initial claims deadline is **DATE**, after which the Claims Administrator will start delivering payments.

All claims must be submitted by **[DATE]** to be eligible for compensation.

The Settlement Agreement describes further details and requirements of the paper-based claims process. You can view those details here: www.mnp.ca/apachesettlement

How does the Claims Administrator decide how much money to give me?

The Claims Administrator will review your claim to ensure you are eligible and, if so, to confirm the number of unvested Awards you held on August 18, 2017.

The remaining Settlement Fund, after legal fees, costs and expenses, will be distributed to Class members with eligible claims on a pro rata basis based on the proportion of the number of

NOTICE OF SETTLEMENT APPROVAL IN APACHE AWARDS CLASS ACTION

Awards attributable to each Class Member in relation to the number of Awards attributable to all Class Members.

Will Paramount or Apache know if I participate in the Settlement?

No. The Settlement provides that the names of those individuals who participate in the lawsuit if the proposed Settlement is approved will not be disclosed to the Defendants.

However, if there is a dispute as to whether someone who submits a claim is a Class member or if there is a dispute about the number of Awards attributable to a Class Member, the Defendants may be contacted to provide information on the issue.

In addition, if a person who meets the class definition commences an action against the Defendants, or any of them, for the same subject matter as in this Action, Class Counsel will advise the Defendants whether that individual opted out of the Class Action.

Filing a Claim Form

How do I ask for money?

You must fill-in the Claim Form and submit it to the Claims Administrator by **[DATE]**.

You can get the Claim Form from www.mnp.ca/apachesettlement or contact the Claims Administrator at 1-855-799-3460, or email apachesettlement@mnp.ca.

You must then submit your completed Claim Form to the Claims Administrator by email or mail:

By Email: apachesettlement@mnp.ca

or By Mail: Claims Administrator
ADDRESS

If you do not submit a Claim Form by **[date]**, you will forever give up any claim you have for unvested Apache Awards held on August 18, 2017.

What documents do I need to provide?

Please read the Claim Form carefully and provide what it asks.

You will need to confirm that you are a Class Member and provide the following: a copy of government issued photo identification; your current contact information; and your Social Insurance Number.

You will also be asked to confirm the number of unvested Awards you held on August 18, 2017 as indicated on the Awards List. If you dispute that number, you will need to provide evidence to indicate the number of Awards you held on that date.

NOTICE OF SETTLEMENT APPROVAL IN APACHE AWARDS CLASS ACTION

If you are submitting a Claim Form as a representative of the estate a deceased Class Member, you will need to provide documentation confirming your authority to act for the Claimant as indicated below.

Can I get help with my Claim Form?

Yes. Anyone can help you fill in the form.

You can also call the Claims Administrator for help at 1-855-799-3460, or email apachesettlement@mp.ca.

You can also contact Class Counsel by email at apacheclassaction@kmlaw.ca. You may also call the toll-free number at 1-833-630-1775.

When do I get the money?

The Claims Administrator needs time to assess claims being made and address any disputes as to the eligibility of claimants or the number of Awards claimed. This is why the "Initial Claims Deadline" is important, after which no appeals from the determinations of the Administrator are allowed.

The Administrator will start paying claims after the Initial Claims Deadline on **DATE** although claims can still be made up to **DATE**.

What if I do not agree with the Claims Administrator's decision?

You may only dispute a determination by the Claims Administrator if you have submitted a claim by the Initial Claims Deadline on **DATE**. If you submit a claim after that date, you will not be able to dispute the determination of the Claims Administrator.

If your claim is denied because the Claims Administrator has determined that you are not on the Awards List and that you are not otherwise an eligible Class member, you may request a reconsideration within fourteen (14) days of the decision, in which case your claim will be reviewed and determined by a senior supervisor of the Claims Administrator, which determination will be final.

If you dispute the number of unvested Awards you held as indicated on the Awards List, you must submit supporting evidence indicating the number of unvested Awards you claim to have held to the Administrator before the Initial Claims Deadline on **DATE**. That evidence will then be reviewed together with other evidence and a determination made as to the correct number of Awards, which determination will be final.

Is the money I get taxable?

The money you get through the Settlement would be considered employment income and, as such, is subject to tax.

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The Claims Administrator is required by law to withhold and remit tax to the Canada Revenue Agency and for which you will be provided with the appropriate tax slips.

For individual tax questions, you will need to speak to your own tax consultant, accountant, or tax professional.

Can I get out of this settlement and start my own lawsuit on the same subject?

No. The deadline to opt out of the lawsuit passed on October 6, 2023. It is now too late to get out of the Settlement if you meet the Class definition. That means, if you did not opt out of the class action by October 6, 2023, the release under the Settlement prevents you from starting a lawsuit about the same things covered by this class action.

What if I previously opted out of the Class action?

If you previously opted out of the of the class action by October 6, 2023, you are no longer a Class Member in this proceeding and cannot claim compensation from the Settlement.

If you want to seek compensation with respect to the matters raised in this class action you must do so on your own.

The limitation period for such individuals to commence a court action against the Defendants with respect to the matters raised in this action was previously suspended by operation of s. 40 of the *Class Proceedings Act*, SA 2003, c C-16.5 as of the commencement of this class action on July 2, 2019. The suspension of the limitation period expired and began to run again as of the date you opted out of this class action.

Therefore, if you opted out of this action and wish to commence your own individual action against the Defendants with respect to the same subject matter as the class action, you must act accordingly given the recommencement of the limitation period.

Who are the lawyers representing me?

Who are the lawyers for the Representative Plaintiff and Class Members?

The lawyers for the Representative Plaintiffs and Class Members are Koskie Minsky LLP of Toronto; Koskie Glavin Gordon of Vancouver; and Scott Venturo Rudakoff LLP of Calgary.

You are welcome to contact these lawyers to ask questions about the settlement. You can send your questions to Koskie Minsky by email at apacheclassaction@kmlaw.ca. You may also call the toll-free number at 1-833-630-1775.

If you want to be represented by or receive advice or representation from another lawyer, you may hire one at your own expense.

NOTICE OF SETTLEMENT APPROVAL IN APACHE AWARDS CLASS ACTION

How will the lawyers be paid?

The lawyers who are representing the Representative Plaintiffs took on this lawsuit on a contingency basis, meaning that no fees were charged at any stage of the lawsuit until success was achieved. The lawyers' fees from the settlement were approved by the Court on [date].

You do not have to pay these lawyers individually.

What if I am submitting a Claim Form as a power of attorney, guardian, or representative of an Estate?

If you hold a power of attorney for a Class Member, are a Class Member's legal guardian, or are a representative of an estate, you must include a copy of the document confirming your authority to act for the Claimant with the Claim Form.

GETTING MORE INFORMATION

How do I get more information?

This notice summarizes the settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.mnp.ca/apachesettlement or contact the Claims Administrator at 1-855-799-3460, or email apachesettlement@mnp.ca.

You may also seek legal advice from Class Counsel concerning the settlement and your claim at no cost to you. You can send your questions to Class Counsel, Koskie Minsky LLP, by email at apacheclassaction@kmlaw.ca. You may also call the toll-free number at 1-833-630-1775.

Schedule "E" – Press Release

SETTLEMENT APPROVED IN APACHE CANADA EMPLOYEE AWARDS CLASS ACTION

Calgary (CNW): A settlement has been approved in a class action lawsuit against Apache Corporation and Paramount Resources Ltd., on behalf of a subset of former employees of Apache Canada Ltd.

The settlement of disputed claims provides a fund of \$7 million USD, less approved legal fees, costs and expenses, to compensate Class Members for the cancellation of deferred compensation awards they held when Apache Canada was sold to Paramount Resources in August 2017. The Court approved the settlement as being fair, reasonable, and in the best interests of the Class and in recognition of asserted defenses to the alleged claims.

Class Members are now able to submit a claim for compensation based on the number of unvested Restricted Stock Units and Performance Awards they held as of August 18, 2017.

Claims will be assessed by an independent Administrator using a paper-based claims process. Class Members will be able to claim compensation without having to go to Court.

There is an initial claims deadline of **DATE**, 2024. Only claims made by that date may be appealed in the event of any dispute with the initial assessment of the Administrator. There is an ultimate claims deadline of **DATE**, 2024, after which no claims will be accepted.

The "Class" in this class action includes all employees of Apache Canada as of August 18, 2017 who held unvested Restricted Stock Unites, Performance Awards or Options awarded to them under the terms of Apache Corporation's Omnibus Compensation Plan, and who have not opted out of the class action.

For more information about making a claim, please visit www.mnp.ca/apachesettlement or contact the Claims Administrator at 1-855-799-3460, or email apachesettlement@mnp.ca.

The lawyers who are representing the Class Members are Koskie Minsky LLP. You may also contact Koskie Minsky LLP by email at apacheclassaction@kmlaw.ca. You may also call the toll-free number at 1-833-630-1775.