

**COMPROMISE SETTLEMENT AGREEMENT AND
MUTUAL GENERAL RELEASE**

March 21, 2018

I.

PARTIES

The Parties to this Compromise Settlement Agreement and Mutual General Release (“Settlement Agreement”) are:

- 1.01. Antares Energy Limited (Administrators Appointed), an Australian corporation (ACN 009 230 835).
- 1.02. Antares Energy Company, a Delaware corporation.
- 1.03. James A. Cruickshank, an individual.
- 1.04. Gregory D. Shoemaker, an individual.

II.

DEFINITIONS

2.01. “**AEL**” means, collectively, Antares Energy Limited (Administrators Appointed), and each of AEL’s past and present principals, directors, officers, managers, employees, agents, administrators (including, without limitation, Quentin James Olde and Michael Joseph Ryan, in their capacity as employees of FTI Consulting (Australia) Pty Limited), trustees, partners, affiliates, subsidiaries, parent companies, beneficiaries, predecessors, successors, assigns, its estate, stockholders, all other creditors and shareholders represented by its Administrators, and affiliated or associated entities of whatever kind.

2.02. “**AEC**” means, collectively, Antares Energy Company, and each of AEC’s past and present principals, directors, officers, managers, employees, agents, representatives,

administrators, trustees, partners, affiliates, subsidiaries, parent companies, beneficiaries, predecessors, successors, assigns, its estate, stockholders, all other creditors and shareholders represented by its Administrators, and affiliated or associated entities of whatever kind.

2.03. **“Administrators”** means, collectively, FTI Consulting (Australia) Pty Limited, (including, without limitation, Quentin James Olde and Michael Joseph Ryan in their capacity as employees of FTI Consulting (Australia) Pty Limited), any of its past and present principals, directors, officers, managers, employees, agents, representatives, administrators, trustees, partners, affiliates, subsidiaries, parent companies, stockholders, beneficiaries, predecessors, successors, assigns, and affiliated or associated entities of whatever kind.

2.04. **“Plaintiffs”** means, collectively, AEC and AEL.

2.05. **“Mr. Cruickshank”** means James A. Cruickshank, and any of his representatives or agents.

2.06. **“Mr. Shoemaker”** means Gregory D. Shoemaker, and any of his representatives or agents.

2.07. **“Defendants”** means, collectively, James A. Cruickshank and Gregory D. Shoemaker.

2.08. **“Parties”** means, collectively, Plaintiffs and Defendants.

2.09. **“Plaintiffs’ Counsel”** means, collectively, the law firm of Baker & McKenzie LLP and its partners (including, without limitation, Brian Hurst), counsel, associates (including without limitation, Eugenie Rogers), employees, and agents.

2.10. **“Defendants’ Counsel”** means, collectively, the law firm of Thompson & Knight LLP and its partners (including, without limitation, Michael Stockham), counsel, associates (including without limitation, Jasmine Wynton), employees, and agents.

2.11. **“Litigation”** means the lawsuit styled *Antares Energy Company and Antares Energy Limited (Administrators Appointed) v. James Cruickshank and Gregory Shoemaker*, which Plaintiffs instituted in the District Court of Dallas County, Texas, 95th Judicial District, Cause No. DC-16-15044.

2.12. **“Effective Date”** means the date stated at the top of this Settlement Agreement. Notwithstanding the foregoing, the release of claims set forth in Sections 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, and 5.09 shall not be effective until all of the following conditions precedent have been fulfilled: (1) the Parties’ counsel each receives fully executed signature pages of this Settlement Agreement from all Parties (which may include electronic signatures), as well as any other document required to be exchanged under this Settlement Agreement; (2) the Expense Reimbursement (as defined below) is delivered to Defendants’ Counsel; and (3) the filing of a joint motion to dismiss the Litigation with prejudice.

III.

STATEMENT OF FACTS

The Parties stipulate and agree to the following facts:

3.01. AEC and AEL are the plaintiffs in the Litigation, and Mr. Cruickshank and Mr. Shoemaker are the defendants in this Litigation; collectively, AEC, AEL, Mr. Cruickshank, and Mr. Shoemaker, are the parties to the Litigation.

3.02. Plaintiffs assert claims in the Litigation against Mr. Cruickshank (the former Chairman and chief executive officer of AEL, and sole director of AEC), and Mr. Shoemaker (a former director of AEL and former Chief Scientist) for: (i) breach of fiduciary duty; (ii) fraudulent transfer in violation of the Texas Uniform Fraudulent Transfer Act (“TUFTA”); and (iii) theft in violation of the Texas Theft Liability Act (“TTLA”). Plaintiffs seek in the

Litigation to recover over \$1,000,000 in actual damages. In addition to actual damages, Plaintiffs seek in the Litigation to recover consequential damages, a statutory award of \$1,000 under the TTLA, exemplary damages, pre- and post-judgment interest, attorney's fees, costs, and other unspecified relief.

3.03. Defendants deny all wrongdoing and liability associated with the allegations made in the Litigation, and further deny that Plaintiffs are entitled to recover any of the damages and other relief they seek. Defendants agree to enter this Settlement Agreement solely to avoid the cost and inconvenience related to litigating this case to a final resolution.

3.04. Defendants assert counterclaims in the Litigation against Plaintiffs for: (i) attorney's fees pursuant to Texas Business and Commerce Code § 24.013 should they prevail on Plaintiffs' TUFTA claims; and (ii) attorney's fees pursuant to Texas Civil Practice and Remedies Code § 134.005(b) should they prevail on Plaintiffs' TTLA claims.

3.05. On March 9, 2018, the Parties entered into a Rule 11 Agreement under the Texas Rules of Civil Procedure, agreeing to a settlement in principle to forever settle the claims between the Parties related to the Litigation, and contemplating making every reasonable effort to execute this fully integrated Compromise Agreement and Mutual General Release by March 16, 2018.

3.06. The Parties intend that the full terms and conditions of the compromise and settlement with respect to the Litigation be set forth in this Settlement Agreement.

In consideration of the agreements contained in this Settlement Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

IV.

REPRESENTATIONS AND WARRANTIES

The following representations and warranties shall survive the execution of this Settlement Agreement and the completion of the settlement provided below.

Authority

4.01. AEL represents and warrants that it has the power, authority, and capacity to enter into this Settlement Agreement and that this Settlement Agreement and all documents delivered pursuant to this Settlement Agreement are valid, binding, and enforceable upon it.

4.02. AEC represents and warrants that it has the power, authority, and capacity to enter into this Settlement Agreement and that this Settlement Agreement and all documents delivered pursuant to this Settlement Agreement are valid, binding, and enforceable upon it.

4.03. Mr. Cruickshank represents and warrants he has the power, authority, and capacity to enter into this Settlement Agreement and that this Settlement Agreement and all documents delivered pursuant to this Settlement Agreement are valid, binding, and enforceable upon him.

4.04. Mr. Shoemaker represents and warrants he has the power, authority, and capacity to enter into this Settlement Agreement and that this Settlement Agreement and all documents delivered pursuant to this Settlement Agreement are valid, binding, and enforceable upon him.

V.

SETTLEMENT TERMS

In reliance upon the representations, warranties, and covenants in this Settlement Agreement, and concurrently with the execution and delivery of this Settlement Agreement, the

Parties have settled and compromised their claims and causes of action against each other as follows:

Expense Reimbursement

5.01. Contemporaneously with the execution of this Settlement Agreement by all of the Parties, but no later than one (1) business day within the execution of this Settlement Agreement, Plaintiffs agree to pay Mr. Cruickshank the sum of \$1,070.12 (the “**Expense Reimbursement**”), which shall be delivered to the trust account of Defendants’ Counsel, via wire transfer. Defendants’ counsel shall be responsible for the distribution of the Expense Reimbursement to Mr. Cruickshank.

5.02. The Expense Reimbursement *is not consideration for this Settlement Agreement*, but is rather reimbursement for \$891.76 in legitimate expenses incurred by Mr. Cruickshank during his tenure as a director and officer of AEL and AEC, with the difference of \$178.36 being interest on this amount payable by AEC to Mr. Cruickshank. The receipt of the Expense Reimbursement, however, is a condition precedent to this Settlement Agreement becoming effective between the Parties.

Plaintiffs’ Release of Defendants

5.03. AEL releases and forever discharges each of Mr. Cruickshank and Mr. Shoemaker from any and all claims, demands, rights, damages, costs, loss of profits, expenses, compensation, complaints, allegations, causes of action, responsibility, and liability, known or unknown, based on any act or omission occurring prior to and including the Effective Date, of whatever kind or character, which AEL has or may have, directly or indirectly related in any way to (i) the matters alleged in the Litigation; (ii) the events giving rise to the Litigation;

and (iii) any matters that could be alleged in the Litigation, by amendment or supplement, by AEL.

5.04. AEC releases and forever discharges each of Mr. Cruickshank and Mr. Shoemaker from any and all claims, demands, rights, damages, costs, loss of profits, expenses, compensation, complaints, allegations, causes of action, responsibility, and liability, known or unknown, based on any act or omission occurring prior to and including the Effective Date, of whatever kind or character, which AEC has or may have, directly or indirectly related in any way to (i) the matters alleged in the Litigation; (ii) the events giving rise to the Litigation; and (iii) any matters that could be alleged in the Litigation, by amendment or supplement, by AEC.

5.05. All Parties agree that this release is to settle forever any claims AEL and/or AEC may have, from the beginning of the world to the Effective Date, against Mr. Cruickshank and Mr. Shoemaker, arising from or connected in any way with the Litigation and to allow Mr. Cruickshank and Mr. Shoemaker full repose. Accordingly, each of AEL and AEC covenants not to sue Mr. Cruickshank or Mr. Shoemaker for any matter or claim covered by this release. Each Party agrees that any such lawsuit is a material breach of this covenant and release for which Mr. Cruickshank and Mr. Shoemaker may sue the breaching Party for breach of contract (and for any other claim to which it is entitled under law or equity as a result of the breach) and for which Mr. Cruickshank and Mr. Shoemaker may collect all costs and attorney's fees incurred in enforcing this covenant and release as actual damages.

Defendants' Release of Plaintiffs

5.06. In no way are the releases set forth below in Sections 5.07, 5.08, and 5.09 intended to prohibit or otherwise limit Mr. Cruickshank or Mr. Shoemaker's rights to seek:

- a. indemnity under the Company Constitution of Amity Oil Limited (now known as AEL), or under any provisions of law referenced therein, to the extent such indemnity is valid and enforceable; or
- b. directors and officers liability insurance coverage.

5.07. Subject to the rights set forth in Section 5.06, Mr. Cruickshank releases and forever discharges each of AEL and AEC from any and all claims, demands, rights, damages, costs, loss of profits, expenses, compensation, complaints, allegations, causes of action, responsibility, and liability, known or unknown, based on any act or omission occurring prior to and including the Effective Date, of whatever kind or character, which Mr. Cruickshank has or may have, directly or indirectly related in any way to (i) the matters alleged in the Litigation; (ii) the events giving rise to the Litigation; and (iii) any matters that could be alleged in the Litigation, by amendment or supplement, by Mr. Cruickshank.

5.08. Subject to the rights set forth in Section 5.06, Mr. Shoemaker releases and forever discharges each of AEL and AEC from any and all claims, demands, rights, damages, costs, loss of profits, expenses, compensation, complaints, allegations, causes of action, responsibility, and liability, known or unknown, based on any act or omission occurring prior to and including the Effective Date, of whatever kind or character, which Mr. Shoemaker has or may have, directly or indirectly related in any way to (i) the matters alleged in the Litigation; (ii) the events giving rise to the Litigation; and (iii) any matters that could be alleged in the Litigation, by amendment or supplement, by Mr. Shoemaker.

5.09. All Parties agree that this release is to settle forever any claims Mr. Cruickshank and/or Mr. Shoemaker may have, from the beginning of the world to the Effective Date, against AEL and AEC, arising from or connected in any way with the Litigation and to allow AEL and

AEC full repose. Accordingly, each of Mr. Cruickshank and Mr. Shoemaker covenants not to sue AEL and AEC for any matter or claim covered by this release. Each Party agrees that any such lawsuit is a material breach of this covenant and release for which AEL and AEC may sue the breaching Party for breach of contract (and for any other claim to which it is entitled under law or equity as a result of the breach) and for which AEL and AEC may collect all costs and attorney's fees incurred in enforcing this covenant and release as actual damages.

No Release of Certain Other Claims

5.10. Notwithstanding the foregoing, the Parties agree that their releases herein do not apply to any act or omission of the Parties occurring after the Effective Date.

5.11. Notwithstanding the foregoing, the Parties agree that nothing in this Settlement Agreement precludes any of them from filing suit to enforce this Settlement Agreement.

Warranty

5.12. Each Party warrants and represents that he, she, or it owns the claims covered by this Settlement Agreement and that no part of those claims has been assigned or transferred to any other person or entity (other than to other signatories to this Settlement Agreement).

Dismissal

5.13. Within one (1) business day after execution of this Settlement Agreement, the Parties agree to dismiss the Litigation with prejudice by submitting to the Court a Joint Motion for Agreed Order of Dismissal with Prejudice of all claims and counterclaims asserted in the Litigation and proposed agreed final judgment, in the form of Exhibit A to this Settlement Agreement.

Cooperation and Additional Actions

5.14. The Parties agree to cooperate fully in executing any and all supplementary documents, and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement, including, without limitation, exercising their best efforts to obtain, within thirty (30) days of the Effective Date of this Settlement Agreement, an order from the court dismissing the Litigation with prejudice.

Costs and Fees

5.15. The Parties agree that each Party shall bear its own costs and attorneys' fees, if any, incurred in connection with the Litigation and the negotiation, drafting, and execution of this Settlement Agreement, except for any amounts to be paid by Plaintiffs for Defendants' attorney's fees pursuant to Plaintiffs' indemnity obligations under the Company Constitution of Amity Oil Limited (now known as AEL), to the extent they are valid and enforceable.

Choice of Law and Venue

5.16. This Settlement Agreement shall be governed by and construed in accordance with laws of the State of Texas, except that any conflict of law rule of that jurisdiction that may require reference to the laws of some other jurisdiction shall be disregarded.

5.17. The Parties agree that the United States District Court for the Northern District of Texas, Dallas Division, shall be the exclusive proper venue for any litigation involving this Settlement Agreement; and, the Parties expressly, voluntarily, and irrevocably submit themselves exclusively to personal jurisdiction and venue in the United States District Court for the Northern District of Texas, Dallas Division, for any litigation involving this Settlement Agreement. Only to the extent that the requirements for federal jurisdiction cannot be satisfied in possible future litigation involving this Settlement Agreement, the Parties agree that the District Courts of Dallas

County, Texas, shall then be the exclusive proper venue for any litigation involving this Settlement Agreement; and, in such situation, the Parties expressly, voluntarily, and irrevocably submit themselves exclusively to personal jurisdiction and venue in the District Courts of Dallas County, Texas, for any litigation involving this Settlement Agreement.

Miscellaneous

5.18. The Parties agree that this Settlement Agreement may be pleaded in bar and as a full and complete defense, by any Party to any claim, action or proceedings commenced, continued or taken by another Party based in any way on any claim which is the subject of a release in Sections 5.03–5.09 of this Settlement Agreement, even if one or all of the releases contained in those Sections proves to be ineffective for any reason.

5.19. The Parties agree that this Settlement Agreement is entered into for settlement purposes only to avoid further trouble, litigation, and expense and to buy peace. It is expressly understood and agreed by the Parties that irrespective of the terms hereof, the Parties hereto deny any liability they have to the others as to any of the allegations in the Litigation. The Parties acknowledge that the execution of this Settlement Agreement is not an admission of liability or wrongdoing on the part of any Party and does not constitute an adjudication of any issue of fact or law.

5.20. The Parties further agree that Mr. Cruickshank and Mr. Shoemaker each do not admit liability or damages to AEL, AEC, or anyone else, as the result of the events that form the basis of the Litigation, but Mr. Cruickshank and Mr. Shoemaker each expressly deny any and all such liability and damages.

5.21. It is further understood and agreed that none of the Parties is or should be deemed a prevailing party on any of its claims or counterclaims asserted in the Litigation.

5.22. It is further understood that a right arising from this Agreement may only be waived in writing, executed by the Party giving the waiver, and:

- a. no other conduct of a Party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- b. a waiver of a right on one or more occasions does not operate as a waiver of that right or as an estoppel precluding enforcement of that right if it arises again; and
- c. the exercise of a right does not prevent any further exercise of that right or of any other right.

5.23. It is further understood that this Settlement Agreement may not be amended, altered, modified or changed in any way except in writing signed by all the Parties to this Settlement Agreement.

5.24. This Settlement Agreement has been prepared by the joint efforts of the Parties, Plaintiffs' Counsel, and Defendants' Counsel.

5.25. Section numbers and section titles have been set forth herein for convenience only; they shall not be construed to limit or extend the meaning or interpretation of any part of this Agreement.

5.26. If any provision of this Settlement Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

5.27. This Settlement Agreement shall continue perpetually and shall be binding upon each of the Parties and each of their respective affiliated entities, heirs, successors, and assigns,

and shall inure to the benefit of each of the Parties and each of their respective affiliated entities, heirs, successors, and assigns.

5.28. Under this Merger Clause, the Parties agree that this Agreement is a full and final integration of the Parties' agreements (oral or written), represents the entire agreement of the Parties and supersedes all prior written or oral agreements, and the terms are contractual and not mere recitals, and the Parties have relied on no facts, representations, or express or implied warranties to the other Parties, except as expressly contained in this Settlement Agreement.

5.29. This Settlement Agreement is null and void if not executed by all of the Parties to this Settlement Agreement.

5.30. **DISCLAIMER OF RELIANCE: EACH PARTY EXPRESSLY WARRANTS THAT HE, SHE, OR IT HAS CAREFULLY READ THIS SETTLEMENT AGREEMENT (INCLUDING THIS DISCLAIMER OF RELIANCE SET FORTH IN APPROPRIATELY CONSPICUOUS LANGUAGE) AND ANY EXHIBITS ATTACHED TO THIS SETTLEMENT AGREEMENT, UNDERSTANDS THEIR CONTENTS, AND SIGNS THIS SETTLEMENT AGREEMENT AS HIS, HER, OR ITS OWN FREE ACT. EACH PARTY EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO HIM, HER, OR IT IN EXECUTING THIS RELEASE, AND THAT HE, SHE, OR IT IS NOT RELYING UPON (INDEED, EXPRESSLY DISCLAIMS RELIANCE UPON) ANY STATEMENT OR REPRESENTATION OF ANY PARTY OR ANY AGENT OF THE PARTIES BEING RELEASED HEREBY. EACH PARTY AGREES THIS IS AN ARM'S-LENGTH TRANSACTION (NO FIDUCIARY RELATIONSHIP EXISTS) AND IS RELYING ON HIS, HER, OR ITS OWN JUDGMENT, AND EACH PARTY HAS BEEN**

REPRESENTED BY, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY BUT IS OF THEIR OWN FREE WILL NOT REPRESENTED BY, LEGAL COUNSEL IN THIS MATTER. ANY AFORESAID LEGAL COUNSEL HAS READ AND EXPLAINED TO EACH PARTY THE ENTIRE CONTENTS OF THIS SETTLEMENT AGREEMENT AND RELEASE IN FULL, AS WELL AS THE LEGAL CONSEQUENCES OF THIS RELEASE. ANY PARTY WHO IS UNREPRESENTED COVENANTS THAT HE, SHE, OR IT HAS READ THE ENTIRE CONTENTS OF THIS SETTLEMENT AGREEMENT AND RELEASE IN FULL, AND IS AWARE OF THE LEGAL CONSEQUENCES OF THIS RELEASE. EACH PARTY AGREES THAT THIS DISCLAIMER IS AN EFFECTIVE DISCLAIMER OF RELIANCE UNDER TEXAS LAW.

5.31. The person(s) signing this Settlement Agreement on behalf of AEL warrants and represents that he or she has authorization from AEL, and power and authority on behalf of AEL, to sign this Settlement Agreement and, thereby, to bind AEL.

5.32. The person(s) signing this Settlement Agreement on behalf of AEC warrants and represents that he or she has authorization from AEC, and power and authority on behalf of AEC, to sign this Settlement Agreement and, thereby, to bind AEC.

5.33. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same Settlement Agreement. The delivery of this Settlement Agreement in the form of a clearly legible electronically scanned version by email shall have the same force and effect as delivery of the originally executed Settlement Agreement.

5.34. The Parties agree that the Releases in this Settlement Agreement become effective immediately upon the fulfillment of all the conditions listed in Section 2.12.

**END OF AGREEMENT
SIGNATURE PAGES FOLLOW**

Agreed and accepted:



Antares Energy Company

Date: March 21, 2018

By: Quentin Olde

Position: Director




Antares Energy Limited (Administrators Appointed)

Date: March 21, 2018

By: Quentin Olde

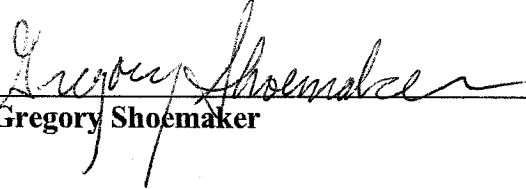
Position: Deed Administrator

Agreed and accepted:


James Cruickshank

Date: 16th MARCH 2018

Agreed and accepted:



Gregory Shoemaker

Date: March 16, 2013

EXHIBIT A

CAUSE NO. DC-16-15044

ANTARES ENERGY COMPANY and
ANTARES ENERGY LIMITED
(ADMINISTRATORS APPOINTED),

Plaintiffs,

v.

JAMES CRUICKSHANK and
GREGORY SHOEMAKER,

Defendants.

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IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

95th JUDICIAL DISTRICT

JOINT MOTION FOR AGREED ORDER OF DISMISSAL WITH PREJUDICE

Plaintiffs, Antares Energy Company and Antares Energy Limited (Administrators Appointed) (“Plaintiffs”), and Defendants James Cruickshank and Gregory Shoemaker (“Defendants”, and together with Plaintiffs, the “Parties”) have agreed to settle, adjust, and compromise all claims and counterclaims against each other in the above-captioned action. Accordingly, the Parties jointly move for and agree to dismiss with prejudice Plaintiffs’ claims against Defendants and Defendants’ counterclaims against Plaintiffs, pursuant to Texas Rule of Civil Procedure 162.

The Parties negotiated and settled their claims against one another pursuant to a Compromise Settlement Agreement and Mutual General Release. As part of that settlement, the Parties seek the dismissal with prejudice of Plaintiffs’ claims against Defendants and of Defendants’ counterclaims against Plaintiffs in the above-captioned action.

In addition, the Parties move the Court to order that all costs and expenses relating to this litigation (including attorney and expert fees and expenses) shall be borne solely by the party incurring same.

WHEREFORE, Plaintiffs, Antares Energy Company and Antares Energy Limited (Administrators Appointed) and Defendants James Cruickshank and Gregory Shoemaker pray that this Court enter the attached Order of Dismissal with Prejudice and for such further relief as this Court deems just and proper.

Dated: March __, 2018

Respectfully submitted,

/s/ Eugenie R. Rogers

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Company and Antares Energy Limited
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/s/ Jasmine S. Wynton

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*Attorneys for Defendants James
Cruickshank and Gregory Shoemaker*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on all counsel of record via the Court's e-filing and e-service system on March __, 2018.

/s/ Eugenie R. Rogers

Eugenie R. Rogers

CAUSE NO. DC-16-15044

**ANTARES ENERGY COMPANY and
ANTARES ENERGY LIMITED
(ADMINISTRATORS APPOINTED),**

Plaintiffs,

v.

**JAMES CRUICKSHANK and
GREGORY SHOEMAKER,**

Defendants.

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IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

95th JUDICIAL DISTRICT

AGREED ORDER OF DISMISSAL WITH PREJUDICE

The Court, having considered the Parties' Joint Motion for Agreed Order of Dismissal with Prejudice (the "Motion"), and noting the agreement of the Parties, hereby finds that the Motion should be GRANTED.

IT IS HEREBY ORDERED that in the above-entitled cause all claims made by Plaintiffs, Antares Energy Company and Antares Energy Limited (Administrators Appointed), against Defendants, James Cruickshank and Gregory Shoemaker, are hereby DISMISSED with prejudice to the re-filing of same.

IT IS HEREBY ORDERED that in the above-entitled cause all counterclaims made by Defendants, James Cruickshank and Gregory Shoemaker, against Plaintiffs, Antares Energy Company and Antares Energy Limited (Administrators Appointed), are hereby DISMISSED with prejudice to the re-filing of same.

IT IS FURTHER ORDERED that all costs and expenses relating to this litigation (including attorney and expert fees and expenses) shall be borne solely by the party incurring same.

This is a Final Judgment.

Dated: _____

HON. KEN MOLBERG
Judge, 95th District Court

AGREED:

/s/ Eugenie R. Rogers _____

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/s/ Jasmine S. Wynton _____

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