

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE DYNAGAS LNG PARTNERS LP  
SECURITIES LITIGATION

No. 1:19-cv-04512 (AJN)

**PLAINTIFFS' NOTICE OF MOTION FOR PRELIMINARY APPROVAL OF  
SETTLEMENT, APPROVAL OF FORM OF CLASS NOTICE, AND A HEARING DATE  
FOR FINAL APPROVAL OF SETTLEMENT**

PLEASE TAKE NOTICE that, upon the accompanying Declaration of Andrew J. Entwistle, dated May 21, 2021, filed herewith (the "Entwistle Declaration"), the exhibits attached thereto, the contemporaneously-filed Plaintiffs' memorandum of law, all prior pleadings and proceedings in the consolidated class actions on behalf of investors in Dynagas LNG Partners LP, Court-appointed Lead Plaintiffs FNY Partners Fund LP, Mario Epelbaum and Scott Dunlop, together with plaintiff Irving Braun, will move this Court, before the Honorable Alison J. Nathan, United States District Judge, in Courtroom 906, Thurgood Marshall United States Courthouse, Foley Square, New York, New York 10007, on a date and at a time designated by the Court, for an Order, substantially in the form of the [Proposed] Order Preliminarily Approving Proposed Settlement and Providing for Notice, attached hereto as Exhibit A (the "Proposed Order"), or any other form as the Court deems appropriate: (i) granting preliminary approval of the proposed settlement (the "Settlement") as memorialized in the Stipulation and Agreement of Settlement (ECF No. 135); (ii) conditionally certifying a class for purposes of the Settlement only as defined in the Proposed Order (the "Settlement Class"); (iii) preliminarily appointing Lead Counsel Entwistle & Cappucci LLP as class counsel for purpose of the Settlement; (iv) approving the parties' proposed forms and method of giving notice of the pendency of this Action and the Settlement to the Settlement Class;

(v) directing that notice be given to the Settlement Class Members; and (vi) scheduling, for such time as the Court deems appropriate, a hearing at which the Court will consider (a) the Parties' request for final approval of the Settlement Class, the Settlement, and the Plan of Allocation, (b) entry of the [Proposed] Final Approval Judgment and Order of Dismissal, and (c) Lead Counsel's application for an award of attorneys' fees and reimbursement of litigation expenses; and (vii) granting such other and further relief as the Court deems just and proper.

The Proposed Order would set the following schedule for settlement-approval-related events, which is tethered to the date the Court enters the Proposed Order and the date for which the Court sets a hearing on final approval of the Settlement:

Event	Proposed Timing
Deadline for mailing the Notice and Claim Form to Settlement Class Members (the " <b>Notice Date</b> ")	Twenty-eight days after entry of the Court's Order. Proposed Order ¶ 8(b).
Deadline for publishing the Summary Notice	Within seven days after the Notice Date. <i>Id.</i> ¶ 8(d)
Deadline for motions in support of final approval of the Settlement, Plan of Allocation, and application for attorneys' fees and expenses	Thirty-five days prior to the Settlement Hearing. <i>Id.</i> ¶ 28.
Deadline for receipt of requests for exclusion or objections	Twenty-one days prior to the Settlement Hearing. <i>Id.</i> ¶¶ 14, 17
Deadline for filing reply papers, responses to objections and proof of mailing Notice	Seven days prior to the Settlement Hearing. <i>Id.</i> ¶ 28.
Deadline for submitting Claim Forms	120 days after the Notice Date. <i>Id.</i> ¶ 11
Final Approval Hearing	At the Court's earliest convenience following notice to the Settlement Class. <i>Id.</i> ¶ 5.

DATED: May 21, 2021

Respectfully Submitted,

/s/ Andrew J. Entwistle

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# **EXHIBIT A**

Exhibit A

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE DYNAGAS LNG PARTNERS LP  
SECURITIES LITIGATION

No. 1:19-cv-04512 (AJN)

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT, APPROVING  
FORM OF CLASS NOTICE, AND SETTING HEARING DATE FOR FINAL  
APPROVAL OF SETTLEMENT**

WHEREAS, a consolidated class action is pending before this Court entitled *In re Dynagas LNG Partners LP Securities Litigation*, Civ. A. No. 1:19-cv-04512 (the “Action”);

WHEREAS, the parties to the Action consisting of (a) lead plaintiffs FNY Partners Fund LP, Mario Epelbaum and Scott Dunlop (the “Lead Plaintiffs”) and named plaintiff Irving Braun (together with Lead Plaintiffs, “Plaintiffs”), on behalf of themselves and the Settlement Class (defined below); and (b) Defendants Dynagas LNG Partners LP (“Dynagas”), Dynagas Holding Ltd., Dynagas GP, LLC, George J. Prokopiou, Tony Lauritzen, Michael Gregos, Evangelos Vlahoulis, Alexios Rodopoulos, Levon A. Dedegian, UBS Securities LLC, Stifel, Nicolaus & Company, Incorporated, Morgan Stanley & Co. LLC and B. Riley FBR, Inc. (collectively, “Defendants” and, collectively with Lead Plaintiffs, the “Litigation Parties”), have determined to settle all claims asserted against Defendants in this Action with prejudice (the “Settlement”) on the terms and conditions set forth in the Stipulation and Agreement of Settlement, dated May 21, 2021 (the “Stipulation”), subject to approval of this Court;

WHEREAS, Lead Plaintiffs have made an application, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Stipulation, certifying the Settlement Class for purpose of the Settlement only, and authorizing notice to Settlement Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (a) Lead Plaintiffs' motion for preliminary approval of the Settlement, and the submissions and arguments in support thereof; and (b) the Stipulation and the exhibits attached thereto (ECF \_\_\_\_); and

WHEREAS, unless otherwise defined herein, all capitalized words contained herein shall have the same meanings as they have in the Stipulation;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Class Certification for Settlement Purposes** – Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the proposed Settlement, a class consisting of all persons and entities who purchased or otherwise acquired Dynagas LNG Partners LP securities, purchased or otherwise acquired call options on Dynagas securities or sold or otherwise transferred put options on Dynagas securities during the period from December 21, 2017 through March 21, 2019, inclusive (the “Class Period”) (the “Settlement Class” and its members the “Settlement Class Members”). Excluded from the Settlement Class are Defendants, the Officers and directors of Dynagas at all relevant times, their Immediate Family Members and their legal representatives, heirs, successors or assigns, the corporate parents and/or affiliates and any entity in which any of the above have or had a controlling interest, provided, however, that any Investment Vehicle shall not be excluded from the Settlement Class, and any Person who submits a request for exclusion to the Claims Administrator by the opt-out deadline that satisfies the requirements set forth in the Notice and that is accepted by the Court.

2. **Class Findings** – Pursuant to Rule 23(e)(1)(B)(ii) of the Federal Rules of Civil Procedure, the Court finds that it will likely be able to certify the Settlement Class for purposes of the proposed Settlement. Specifically, the Court finds for settlement purposes only that each element required for certification of the Settlement Class pursuant to Rule 23(a) of the Federal Rules of Civil Procedure has been met or will likely be met: (1) the members of the Settlement Class are so numerous that their joinder in the Action would be impracticable; (2) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (3) the claims of Lead Plaintiffs in the Action are typical of the claims of the Settlement Class; (4) Lead Plaintiffs and Lead Counsel have and will fairly and adequately represent and protect the interests of the Settlement Class. The Court also finds for settlement purposes only pursuant to Rule 23(b)(3) that common issues of law and fact predominate and a class action is superior to other available methods for the fair and efficient adjudication of the Action.

3. The Court hereby finds and concludes that pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Plaintiffs are adequate class representatives and certifies them as Class Representatives for the Settlement Class. The Court also appoints Lead Counsel Entwistle & Cappucci LLP as Class Counsel for the Settlement Class, pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

4. **Preliminary Approval of the Settlement** – The Court hereby preliminarily approves the Settlement, as embodied in the Stipulation, and finds, pursuant to Rule 23(e)(1)(B)(i) of the Federal Rules of Civil Procedure, that it will likely be able to finally approve the Settlement under Rule 23(e)(2) as being fair, reasonable, and adequate to the Settlement Class, subject to further consideration at the Settlement Hearing to be conducted as described below.

5. **Settlement Hearing** – The Court will hold a settlement hearing (the “Settlement Hearing”) on \_\_\_\_\_, 2021 at \_\_\_\_ a.m., in courtroom 906, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, New York 10007, for the following purposes: (a) to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Settlement Class, and should be granted final approval by the Court; (b) to determine whether a Judgment substantially in the form attached as Exhibit B to the Stipulation should be entered dismissing the Action with prejudice; (c) to determine whether the proposed Plan of Allocation should be approved as fair and reasonable; (d) to determine whether Lead Counsel’s anticipated application for an award of attorneys’ fees and reimbursement of expenses should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Settlement Hearing shall be given to Settlement Class Members as set forth in paragraph 8 of this Order.

6. The Court may adjourn the Settlement Hearing without further notice to the Settlement Class and may approve the proposed Settlement with such modifications as the Settling Parties may agree to, if appropriate, without further notice to the Settlement Class. The Court reserves the right to enter the Judgment approving the Settlement regardless of whether it has approved the proposed Plan of Allocation or Lead Counsel’s application for an award of attorneys’ fees and reimbursement of expenses.

7. **CAFA Notice** – As provided in the Stipulation, Defendants are required to serve the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715 et seq. (“CAFA”) no later than fourteen (14) calendar days following the filing of the Stipulation with the Court. The Defendants shall be solely responsible for the costs of the CAFA notice and administering the



CAFA notice. At least fourteen (14) calendar days before the Settlement Hearing, Defendants shall cause to be served on Lead Counsel and filed with the Court proof, by affidavit or declaration, of compliance with CAFA § 1715(b).

8. **Retention of Claims Administrator and Manner of Giving Notice** – Lead Counsel is hereby authorized to retain A.B. Data, Ltd. (the “Claims Administrator”) to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Claims for the proceeds of the Settlement, as more fully set forth below. Notice of the Settlement and the Settlement Hearing shall be given by Lead Counsel as follows:

(a) within twenty-one (21) calendar days of the date of entry of this Order, Dynagas shall provide or cause to be provided to the Claims Administrator (at no cost to the Settlement Fund, Lead Counsel or the Claims Administrator) shareholder lists of registered holders of Dynagas securities during the Class Period, as set forth in the records of its transfer agent. This information will be kept confidential and not used for any purpose other than to provide the notice contemplated by this Order.

(b) Not later than twenty-eight (28) calendar days after the entry of this Order (the “Notice Date”), the Claims Administrator shall cause a copy of the Notice and the Claim Form, substantially in the forms attached hereto as Exhibits 1 and 2, respectively (the “Notice Packet”) to be mailed by first-class mail to potential Settlement Class Members at the addresses set forth in the records provided by Dynagas or in records in which Dynagas causes to be provided, or who otherwise may be identified through further reasonable effort;

(c) contemporaneously with the mailing of the Notice Packet, the Claims Administrator shall cause copies of the Notice and Claim Form to be posted on a website to be

developed for the Settlement, from which copies of the Notice and Claim Form can be downloaded;

(d) not later than seven (7) calendar days after the Notice Date, the Claims Administrator shall cause the Summary Notice, substantially in the form attached hereto as Exhibit 3, to be published once in *The Wall Street Journal* and to be transmitted once over the *PR Newswire*; and

(e) not later than seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of such mailing and publication.

9. **Approval of Form and Content of Notice** – The Court: (a) approves, as to form and content, the Notice, Claim Form, and Summary Notice, attached hereto as Exhibits 1, 2, and 3, respectively; and (b) finds that the mailing and distribution of the Notice and Claim Form and the publication of the Summary Notice in the manner and form set forth in paragraph 8 of this Order (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the Releases to be provided thereunder), of their right to object to the Settlement, of their right to exclude themselves from the Settlement Class, and of their right to appear at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable

law and rules. The date and time of the Settlement Hearing shall be included in the Notice and Summary Notice before they are mailed and published, respectively.

10. **Nominee Procedures** – Lead Counsel, through the Claims Administrator, shall make all reasonable efforts to give notice to brokers and other nominees who purchased or otherwise acquired Dynagas common and preferred units during the Class Period for the benefit of another person or entity. Such brokers and other nominees shall either: (a) within seven (7) calendar days of receipt of this Notice, request from the Claims Administrator sufficient copies of the Notice and Claim Form (the “Notice Packet”) to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; (b) within seven (7) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to *In re Dynagas LNG Partners LP Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173132, Milwaukee, WI 53217 ; or (c) within seven (7) calendar days of receipt of this Notice, provide an electronic copy of the Notice Packet to the beneficial owner by electronic means by which the beneficial owner has agreed to receive communications regarding his, her or its investments in Dynagas securities.<sup>1</sup> Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with the terms of this Order shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

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<sup>1</sup> If the seventh calendar day after receipt of the Notice falls on a Saturday, Sunday or legal holiday, the time allowed to comply with this provision shall be extended until the end of the next business day.

11. **Participation in the Settlement** – Settlement Class Members who wish to participate in the Settlement and to be eligible to receive a distribution from the Net Settlement Fund must complete and submit a Claim Form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be postmarked no later than one hundred twenty (120) calendar days after the Notice Date. Notwithstanding the foregoing, Lead Counsel may, at its discretion, accept for processing late Claims provided such acceptance does not delay the distribution of the Net Settlement Fund to the Settlement Class. By submitting a Claim, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim and the subject matter of the Settlement.

12. Each Claim Form submitted must satisfy the following conditions: (a) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding paragraph; (b) it must be accompanied by adequate supporting documentation for the transactions and holdings reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional and holding information found in a broker confirmation slip or account statement, or such other documentation as is deemed adequate by Lead Counsel or the Claims Administrator; (c) if the person executing the Claim Form is acting in a representative capacity, a certification of his, her or its current authority to act on behalf of the Claimant must be included in the Claim Form to the satisfaction of Lead Counsel or the Claims Administrator; and (d) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

13. Any Settlement Class Member that does not timely and validly submit a Claim Form or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have waived

his, her, or its right to share in the Net Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Stipulation and the Settlement and all proceedings, determinations, orders, and judgments in the Action relating thereto, including, without limitation, the Judgment or Alternate Judgment, if applicable, and the Releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) shall be barred from commencing, maintaining, or prosecuting any of the Released Claims against each and all of the Released Defense Parties, as more fully described in the Stipulation and Notice. Notwithstanding the foregoing, late Claim Forms may be accepted for processing as set forth in Paragraph 11 above.

14. **Exclusion From the Settlement Class** – Any Settlement Class Member who wishes to exclude himself, herself, or itself from the Settlement Class must request exclusion in writing within the time and in the manner set forth in the Notice, which shall provide that: (a) any such request for exclusion from the Settlement Class must be mailed or delivered such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing, to: Claims Administrator at *In re Dynagas LNG Partners LP Securities Litigation*, EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173132, Milwaukee, WI 53217; and (b) each request for exclusion must: (i) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such person or entity “requests exclusion from the Settlement Class in *In re Dynagas LNG Partners LP Securities Litigation*, 1:19-cv-04512 (AJN)”; (iii) state the number of Dynagas common units, Dynagas Series A Preferred Units, Dynagas Series B Preferred Units, Dynagas 6.25% Notes and/or options contracts on Dynagas Units purchased/acquired and/or sold during the Class Period, as well as the dates, number of shares, and prices of each such purchase/acquisition

and sale; and (iv) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall not be effective unless it provides all the required information and is received within the time stated above or is otherwise accepted by the Court.

15. Any person or entity who or which timely and validly requests exclusion in compliance with the terms stated in this Order and is excluded from the Settlement Class shall not be a Settlement Class Member, shall not be bound by the terms of the Settlement or any orders or judgments in the Action relating to the Settlement, and shall not receive any payment out of the Settlement Fund.

16. Any Settlement Class Member who or which does not timely and validly request exclusion from the Settlement Class in the manner stated in this Order: (a) shall be deemed to have waived his, her, or its right to be excluded from the Settlement Class; (b) shall be forever barred from requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be bound by the provisions of the Stipulation, the Settlement, and all proceedings, determinations, orders, and judgments in the Action relating to the Settlement, including, but not limited to, the Judgment, and the Releases provided for therein whether favorable or unfavorable to the Settlement Class; and (d) shall be barred from commencing, maintaining, or prosecuting any of the Released Claims against any of the Released Defense Parties, as more fully described in the Stipulation and Notice.

17. **Appearance and Objections at Settlement Hearing** – Any Settlement Class Member who does not request exclusion from the Settlement Class may enter an appearance in the Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice, by filing with the Clerk of Court and delivering a notice of appearance to both Lead Counsel and Defendants' Counsel, at the addresses set forth in ¶ 18 below, such that it is received no later than

twenty-one (21) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Settlement Class Member who does not enter an appearance will be represented by Lead Counsel.

18. Any Settlement Class Member who does not request exclusion from the Settlement Class may file a written objection to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses and show cause, if that Settlement Class Member has any cause why the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses should not be approved; *provided, however*, that no Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses unless that Settlement Class Member has filed a written objection with the Court and served copies of such objection on Lead Counsel and Defendants' Counsel at the addresses set forth below such that they are received no later than twenty-one (21) calendar days prior to the Settlement Hearing.

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19. Any objections, filings, and other submissions by the objecting Settlement Class Member: (a) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention and whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number of Dynagas common units, Dynagas Series A Preferred Units, Dynagas Series B Preferred Units, Dynagas 6.25% Notes and/or options contracts on Dynagas Units ever purchased/acquired and/or sold during the Class Period, as well as the dates, number of units, and prices of each such purchase/acquisition and sale. Objectors who enter an appearance and desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing.

20. Any Settlement Class Member who or which does not make his, her, or its objection in the manner provided herein shall be deemed to have waived his, her, or its right to object to any aspect of the proposed Settlement, the proposed Plan of Allocation, and Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and shall be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the



Settlement, the Plan of Allocation, or the requested attorneys' fees and Litigation Expenses, or from otherwise being heard concerning the Settlement, the Plan of Allocation, or the requested attorneys' fees and Litigation Expenses in this or any other proceeding.

21. **Stay and Temporary Injunction** – Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation. Pending final determination of whether the Settlement should be granted final approval, the Court bars and enjoins Lead Plaintiffs, and all other members of the Settlement Class, from commencing or prosecuting any and all of the Released Claims against each and all of the Released Defense Parties.

22. **Settlement Administration Fees and Expenses** – All reasonable costs incurred in identifying Settlement Class Members and notifying them of the Settlement as well as in administering the Settlement shall be paid as set forth in the Stipulation without further order of the Court.

23. **Settlement Fund** – The contents of the Settlement Fund shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the Court. The Court approves Lead Counsel as Escrow Agent for the Settlement Fund.

24. **Taxes** – Lead Counsel is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

25. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation, the Settlement is not approved, or the Effective Date of the Settlement otherwise fails to occur, this Order (including the certification of the Settlement Class) shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the rights of Lead Plaintiffs, the other Settlement Class Members, and Defendants, and the Settling Parties shall revert to their respective positions in the Action as of March 16, 2021, as provided in the Stipulation.

26. **Use of this Order** – Neither this Order, the Stipulation (whether or not consummated), including the exhibits thereto, the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith): (a) shall be offered against any of the Released Defense Parties as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or admission by any of the Released Defense Parties with respect to the truth of any fact alleged or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defense Parties or in any way referred to for any other reason as against any of the Released Defense Parties, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; (b) shall be offered against Plaintiffs or any other Settlement Class Member as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or admission by any Plaintiff or Settlement Class Member that any of their claims are

without merit, that any of the Released Defense Parties had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Defense Parties, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or (c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given under the Stipulation represents the amount which could be or would have been recovered after trial; *provided, however*, that if the Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted under thereunder or otherwise to enforce the terms of the Settlement.

27. Defendants, their counsel, Defendants' insurers, and the other Released Defense Parties shall have no responsibility for, or liability with respect to, the Plan of Allocation or any application for attorneys' fees or expenses submitted by Lead Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

28. **Supporting Papers** – Lead Counsel shall file and serve the opening papers in support of the proposed Settlement, the proposed Plan of Allocation and Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses no later than thirty-five (35) calendar days prior to the Settlement Hearing; and reply papers, if any, shall be filed and served no later than seven (7) calendar days prior to the Settlement Hearing.

29. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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The Honorable Alison J. Nathan  
United States District Judge

# **EXHIBIT 1**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE DYNAGAS LNG PARTNERS LP  
SECURITIES LITIGATION

No. 19-cv-04512 (AJN)

**NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT;  
(II) SETTLEMENT FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD  
OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

***A Federal Court authorized this Notice. This is not a solicitation from a lawyer.***

**PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash or securities from a settlement in the above class action that, if approved by the Court, will resolve all claims. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.**

**WHAT THIS NOTICE CONTAINS**

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**NOTICE OF CLASS ACTION, NOTICE OF SETTLEMENT AND IDENTITY OF PARTIES, AND SUMMARY OF RECOVERY FROM SETTLEMENT**

**NOTICE OF PENDENCY OF CLASS ACTION:** Please be advised that your rights may be affected by the above-captioned securities class action (the “Action”)<sup>1</sup> pending in the United States District Court for the Southern District of New York (the “Court”) if, during the period from December 21, 2017 through March 21, 2019, inclusive (the “Class Period”), you purchased, or otherwise acquired securities<sup>2</sup> of Dynagas LNG Partners LP (“Dynagas” or the “Company”), purchased or otherwise acquired call options on Dynagas securities or sold or otherwise transferred put options on Dynagas securities.<sup>3</sup>

**NOTICE OF SETTLEMENT AND IDENTITY OF PARTIES:** Please also be advised that the four Court-appointed settlement class representatives FNY Partners Fund LP (“FNY”), Mario Epelbaum, Scott Dunlop and Irving Braun (collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class (as defined in ¶ 19 below), have entered into a stipulation of settlement with the thirteen defendants named in the Action: Dynagas LNG Partners LP, Dynagas GP, LLC, Dynagas Holdings Ltd. (“Dynagas Holding”), George J. Prokopiou, Tony Lauritzen, Michael Gregos, Evangelos Vlahoulis, Alexios Rodopoulos, Levon A. Dedegian, UBS Securities LLC, (“UBS”), Stifel, Nicolaus & Company, Incorporated (“Stifel”), Morgan Stanley & Co. LLC (“Morgan Stanley”), and B. Riley FBR, Inc. (“B. Riley” and collectively, the “Defendants”). The Settlement, if approved, will resolve all claims in the Action.

**SETTLEMENT CLASS RECOVERY:** In exchange for mutual releases by the Parties, including release by the Settlement Class of all claims against the Defendants, the Settlement Class will receive a recovery consisting of cash. In total, the Settlement will provide \$4.5 million in cash in recovery to the Settlement Class, less fees and expenses, as described below.

**If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the proposed Settlement, please DO NOT contact the Court, Defendants or**

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<sup>1</sup> Any capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement, dated May \_\_, 2021 (the “Stipulation”), which is available at [DynagasSecuritiesLitigation.com](http://DynagasSecuritiesLitigation.com).

<sup>2</sup> Under the proposed plan of allocation described below, the Dynagas securities eligible to participate in the distribution from the Settlement Fund are the following four securities which are collectively referred to herein as “Dynagas Units”: (1) Dynagas common units representing limited partnership interests (NYSE DLNG) (CINS: Y2188B108) (“common units”); (2) Dynagas Series A Fixed to Floating Rate Cumulative Redeemable Perpetual Preferred Units (NYSE DLNG PR A) (CINS: Y2188B116) (“Series A Preferred Units”); (3) Dynagas Series B Fixed to Floating Rate Cumulative Redeemable Perpetual Preferred Units (NYSE DLNG PR B) (CINS: Y2188B124) (“Series B Preferred Units”); and (4) Dynagas 6.25% senior unsecured notes matured October 2019 (CUSIP No. 26780TAA5) (“6.25% Notes”).

<sup>3</sup> Under the plan of allocation described below, the options contracts eligible to participate in distribution from the Settlement Fund all reference Dynagas common units.

their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 64 below).

## GENERAL INFORMATION

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging that Defendants violated the federal securities laws. Plaintiffs allege that Dynagas made material misrepresentations and omissions during the Class Period concerning the Company's financial ability to support its quarterly distribution to holders of its common units, as well as the charter rates contained in new charter contracts for two of its tanker ships, the *Ob River* and the *Arctic Aurora*. These statements included allegedly false and misleading statements in the offering documents for Dynagas' October 2018 offering of 2.2 million Series B Preferred Units (the "October 2018 Offering"). A more detailed description of the Action is set forth in ¶¶ 11-17 below. The proposed Settlement, if approved by the Court, will settle the claims of the Settlement Class, as defined in ¶ 19 below.

2. **Statement of the Settlement Class's Recovery:** Subject to Court approval, Plaintiffs, on behalf of themselves and the other members of the Settlement Class, have agreed to settle the Action in exchange for a payment of \$4,500,000.00 in cash (the "Settlement Amount"). The Net Settlement Fund (*i.e.*, the Settlement Amount, plus any and all interest earned thereon (the "Settlement Fund") less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys' fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the "Plan of Allocation") is set forth on pages \_\_\_ (Appendix A) below.

3. **Estimate of Average Amount of Recovery Per Unit:** Based on Plaintiffs' damages expert's estimates of the number of Dynagas Units purchased during the Class Period that may have been affected by the alleged conduct at issue in the Action and assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery is \$0.165 per common unit, \$0.241 per Series A Preferred Unit, \$0.551 per Series B Preferred Unit, and \$2.821 per 6.25% Note (each before the deduction of any Court-approved fees, expenses and costs as described herein). **Settlement Class Members should note, however, that the foregoing average recovery per unit is only an estimate.** Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased/acquired or sold their Dynagas Units, and the total number of shares for which valid Claim Forms are submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth herein (*see* pages \_\_\_ below) or such other plan of allocation as may be ordered by the Court.

4. **Statement of Potential Outcome of Case and Potential Damages:** The Parties do not agree on the average amount of damages per share that would be recoverable if Plaintiffs were to prevail in the Action. Among other things, Defendants do not agree with the assertions that they



violated the federal securities laws, or that their alleged conduct caused Settlement Class Members to incur any losses.

5. **Attorneys’ Fees and Expenses:** Plaintiffs’ Counsel, which have been prosecuting the Action on a wholly contingent basis since May of 2019, have not received any payment of attorneys’ fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Court-appointed Lead Counsel, Entwistle & Cappucci LLP (“Lead Counsel”), will apply to the Court for an award of attorneys’ fees for all Plaintiffs’ Counsel in an amount not to exceed twenty-five percent of the Settlement Amount. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses paid or incurred in connection with the institution, prosecution and resolution of the claims against the Defendants, in an amount not to exceed \$150,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class and an award of up to \$2,500 per Plaintiff (\$10,000 in aggregate) to compensate them for their time in prosecuting the Action. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. If the Court approves Lead Counsel’s fee and expense application, the estimated average cost per eligible Dynagas Unit will be approximately \$0.047 per Common Unit, \$0.069 per Series A Preferred Unit, \$0.157 per Series B Preferred Unit and \$0.803 per 6.25% Note.

6. **Identification of Attorneys’ Representatives:** Plaintiffs and the Settlement Class are represented by Andrew J. Entwistle, Esq. of Entwistle & Cappucci LLP, Frost Bank Tower, 401 Congress Avenue, Suite 1170, Austin, Texas 78701, (512) 710-5960, aentwistle@entwistle-law.com; and (ii) Robert N. Cappucci, Esq. of Entwistle & Cappucci LLP, 230 Park Avenue, 3rd Floor, New York, New York 10169, (212) 894-7200, rcappucci@entwistle-law.com.

7. **Reasons for the Settlement:** Plaintiffs’ principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the proposed Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after contested motions, a trial of the Action and likely appeals that would follow a trial, a process that could be expected to last several years. Defendants deny all allegations of wrongdoing or liability whatsoever and are entering into the Settlement solely to eliminate the burden and expense of further protracted litigation.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:</b>	
<b>SUBMIT A PROOF OF CLAIM FORM POSTMARKED NO LATER THAN _____. ONLY ONE PROOF OF CLAIM FORM NEEDS TO BE SUBMITTED.<sup>4</sup></b>	This is the only way to be eligible to receive a payment from the proceeds of the Settlement. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Claims (defined in ¶ 29 below) that you have against the Defendants and the other Released Defense

<sup>4</sup> Electronically submitted information will be considered “postmarked” on the date it is received by the Claims Administrator.

	Parties (defined in ¶ 30 below), so it is in your interest to submit a Claim Form.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____.</b>	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Released Defense Parties concerning the Released Claims.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____.</b>	If you do not like the Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.
<b>GO TO A HEARING ON _____ AT _____, AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____.</b>	Filing a written objection and notice of intention to appear by _____ allows you to speak in Court, at the discretion of the Court, about the fairness of the Settlement, the Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.
<b>DO NOTHING.</b>	If you are a member of the Settlement Class and you do not submit a valid Proof of Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

### WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired the securities of Dynagas during the Class Period (from December 21, 2017 through March 21, 2019, inclusive). The Court has directed this Notice be sent because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement and

the Plan of Allocation (or some other plan of allocation), the Claims Administrator selected by Plaintiffs, and approved by the Court, will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to so do. It is also being sent to inform you of the terms of the Settlement and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement (the “Settlement Hearing”). See ¶¶ 54-62 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

### WHAT IS THIS CASE ABOUT?

11. Dynagas is a Marshall Islands limited partnership, which owns and operates liquified natural gas tanker ships. In this securities class action, Plaintiffs allege, among other things, that Defendants made false and misleading statements and omissions of material facts between December 21, 2017 and March 21, 2019 concerning the Company’s financial ability to support its quarterly distribution as well as the rates of its new long-term charter contracts on two of its tanker ships, the *Ob River* and the *Arctic Aurora*, which Plaintiffs contend each had the effect of artificially inflating the price of certain Dynagas securities. The allegations include claims that the registration statement and prospectus Dynagas issued in connection with an October 2018 offering of Series B Preferred Units (the October 2018 Offering) contained false statements and omitted material facts regarding the charter contract on the *Arctic Aurora*. The Settlement Class includes all persons and entities who purchased or otherwise acquired Dynagas securities during the Class Period as well as persons and entities who purchased or otherwise acquired call options on Dynagas securities or sold or otherwise transferred put options on Dynagas securities during the Class Period. Plaintiffs allege that three corrective disclosures, which allegedly revealed the truth concerning Dynagas’s financial condition and the contract rates contained in the new charter contracts, caused the market price of Dynagas securities to drop, thereby economically harming Settlement Class Members.

12. This instant Action was commenced on May 16, 2019 with the filing of an initial class action complaint in the United States District Court for the Southern District of New York, styled *Mario Epelbaum, on behalf of himself and all others similarly situated v. Dynagas LNG Partners LP, Dynagas GP, LLC, Dynagas Holding Ltd., Tony Lauritzen, Michael Gregos, and George Prokopiou*, 1:19-cv-04512-AJN (S.D.N.Y), alleging claims arising under Section 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder by the Securities and Exchange Commission (the “SEC”) and Section 20(a) of the Exchange Act. On July 16, 2019, several motions seeking the appointment of lead plaintiff(s) were filed pursuant to Section 21D of the Exchange Act, in a provision added by the Private Securities Litigation Reform Act of 1995 (“PSLRA”). On August 12, 2019, the Court entered an Order: (i)

appointing Mario Epelbaum, FNY Partners Fund LP (“FNY”) and Scott Dunlop as Lead Plaintiff(s) and (ii) approving Entwistle & Cappucci LLP to serve as Lead Counsel.

13. On September 26, 2019, Plaintiffs filed the Amended Class Action Complaint for Violations of the Federal Securities Laws (the “Complaint”). The Complaint asserts claims under Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder by the SEC, Sections 20A and 20(a) of the Exchange Act and Sections 11, 12(a)(2), and 15 of the Securities Act of 1933 (“Securities Act”) against Dynagas, Dynagas Holdings, Dynagas GP, George Prokopiou, Tony Lauritzen, Michael Gregos, Evangelos Vlahoulis, Alexios Rodopoulos, Levon A. Dedegian, UBS, Stifel, Morgan Stanley and B. Riley. The claims pursuant to Section 20A of the Exchange Act were brought only on behalf of Braun and such other Class members whose transactions were contemporaneous with, and directionally opposite to Dynagas’s sale of Series B Preferred Units in the October 2018 Offering. The claims pursuant to the Securities Act were brought only on behalf of Braun and such other Class members that purchased or otherwise acquired Dynagas Series B Preferred Units in or traceable to the October 2018 Offering. In response, Defendants<sup>5</sup> filed motions to dismiss the Complaint on December 5, 2019. That motion was extensively briefed by the Parties.

14. In October 2020, the Parties discussed conducting a mediation to see if they could achieve a settlement of the Action. The Parties selected as mediator the Honorable Jose L. Linares of McCarter & English, LLP, a former United States Chief Judge of the United States District Court for the District of New Jersey and scheduled a mediation session for mid-November 2020. The parties submitted confidential mediation briefs and, on November 13, 2020, Lead Counsel and Defendants’ counsel participated in a full-day mediation session before Judge Linares. A settlement was not reached at the mediation.

15. On November 25, 2020, the Court entered an Order: (i) granting the motion to dismiss as to Plaintiffs’ Exchange Act claims regarding the alleged materially misleading statements or omissions relating to Dynagas’ financial condition and charter contract renewals; and (ii) denying the motion to dismiss as to the alleged materially false and misleading statements and omissions related to Plaintiffs’ Securities Act claims regarding the allegedly materially misleading statements or omissions contained in the October 2018 Offering materials. This order meant that the claims asserting fraudulent conduct could not proceed to trial, unless such claims were revived in a second amended complaint or the Court’s decision dismissing the claims was overturned on an appeal, which could only happen after the non-fraud claims were resolved. The non-fraud claims, however, were permitted to proceed. Defendants filed their answer and affirmative defenses to the Complaint on February 1, 2021, denying that they engaged in any wrongdoing or committed any violation of the securities laws. On February 23, 2021, the Parties exchanged initial disclosures pursuant to Fed. R. Civ. P. 26(a)(1).

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<sup>5</sup> The motion was filed only by the corporate entity defendants and did not include individual Defendants George Prokopiou, Tony Lauritzen, Michael Gregos, Evangelos Vlahoulis, Alexios Rodopoulos Levon A. Dedegian, who had not been served at the time it was filed (or, in the case of Defendant Dedegian, at all). These individual Defendants subsequently stipulated on December 7, 2020 to be bound by the Court’s November 25, 2020 decision on dismissal.

16. In late February 2021, the Parties scheduled a second full-day mediation session before Judge Linares, which occurred on March 15, 2021. A settlement was not reached during that session, which concluded with a mediator's proposal to settle the Action for \$4,500,000.00 in cash, to be paid by or on behalf of Defendants. The Parties all informed the Mediator of their decision to accept the proposal the following day.

17. That agreement in principle was memorialized in the Stipulation, dated May \_\_, 2021 (the "Stipulation"), which sets forth the terms and conditions of the Settlement. Consistent with the Parties' agreement in principle, the Settlement resolves all claims, including the Exchange Act claims that had been dismissed by the Court, and including claims based on facts not now known to Plaintiffs or Settlement Class Members. The Stipulation can be viewed at [DynagasSecuritiesLitigation.com](http://DynagasSecuritiesLitigation.com).

18. On \_\_\_\_, 2021 the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Settlement Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?  
WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

19. If you are a member of the Settlement Class, you are subject to the terms of the Settlement, unless you timely and validly request to be excluded. The "Settlement Class" consists of:

all persons and entities who purchased or otherwise acquired Dynagas securities, purchased or otherwise acquired call options on Dynagas securities or sold or otherwise transferred put options on Dynagas securities during the period from December 21, 2017 through March 21, 2019, inclusive.

Excluded from the Settlement Class are Defendants, the Officers and directors of Dynagas at all relevant times, their Immediate Family Members and their legal representatives, heirs, successors or assigns, the corporate parents and/or affiliates and any entity in which any of the above have or had a controlling interest. Also excluded from the Settlement Class shall be any persons or entities who or which exclude themselves by submitting a request for exclusion from the Settlement Class in accordance with the requirements set forth in this Notice and whose request is accepted by the Court. See "What if I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself," on page \_\_ below.

If you owned Dynagas securities or call options on Dynagas securities that you did not purchase or otherwise acquire during the Class Period (from December 21, 2017 through March 21, 2019, inclusive) or put options that you did not sell or otherwise transfer during the Class Period, then you are not a Settlement Class Member by virtue of such ownership, and any losses you incurred on those Securities or options will not cause or increase any recovery in this Settlement.

If, during the Class Period, you purchased or otherwise acquired Dynagas securities other than Dynagas Units<sup>6</sup> or purchased or otherwise acquired call options on Dynagas securities other than Dynagas common units or sold or otherwise transferred put options on Dynagas securities other than Dynagas common units, you are a Settlement Class Member and will be bound by the Settlement, but you will not be eligible receive proceeds from the Settlement by virtue of such purchases/acquisitions and/or sales/transfers.

**RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.**

**IF YOU ARE A SETTLEMENT CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED NO LATER THAN**

\_\_\_\_\_.

**WHAT ARE PLAINTIFFS' REASONS FOR THE SETTLEMENT?**

20. Plaintiffs and Lead Counsel believe that the claims asserted against the Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against the Defendants through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages. Such risks include the potential challenges associated with proving that there were material misstatements and omissions in the public statements and public SEC filings at issue. Indeed, Plaintiffs' Exchange Act claims have already been dismissed by the Court, in part because the Court found that the allegations did not give rise to a strong inference that Defendants acted with fraudulent intent. There is a substantial likelihood that these Exchange Act claims would not be revived on appeal or reconsideration by the Court, and, even if they were, Plaintiffs might be unable to prove the allegations and overcome Defendants' defenses at trial. Regarding the Securities Act claims (i.e. the only claims in the Complaint that the Court did not dismiss), Defendants argue, among other things, that the language in the prospectus about the new charter for the *Arctic Aurora* vessel being in "direct continuation of the Current Charter" was neither false nor misleading because it referred to the absence of a gap in time between the charter contracts, not the rate of the new charter. Further, Defendants assert this statement could not and did not cause investors to believe that the new charter rate for the *Arctic Aurora* was at the same rate as the current charter, because Dynagas had previously disclosed information that permitted investors to calculate the new charter rate for the *Arctic Aurora* before the commencement of the October 2018 Offering. In addition, Defendants assert Plaintiffs' control person claims must fail because there was no primary violation and, separately, because Plaintiffs cannot prove culpable participation by any of the alleged control persons. Thus, there were very significant risks attendant to the continued prosecution of the claims against the Defendants.

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<sup>6</sup> The "Dynagas Units" are: (1) Dynagas common units; (2) Dynagas Series A Preferred Units; (3) Dynagas Series B Preferred Units; and (4) Dynagas 6.25% Notes which are defined in Footnote 2, above.

21. There were also risks related to establishing loss causation and damages. Defendants have asserted a negative causation defense and a due diligence defense, and deny that a class should even be certified (for any purpose other than the Settlement). Had any of these arguments been accepted in whole or in part, they could have eliminated or limited Settlement Class Members' potential recovery. Further, in order to succeed, Plaintiffs would have had to prevail at several stages – obtaining class certification, on a motion for summary judgment, at trial, and with respect to the dismissed Exchange Act claims, a second motion to dismiss. Even if Plaintiffs prevailed at each of these stages, they would likely need to defend appeals. Thus, there were significant risks attendant to the continued prosecution of the Action, and there was no guarantee that further litigation would have resulted in a higher recovery, or any recovery at all. Finally, nine of the Defendants reside outside of the United States, increasing the risk that Plaintiffs would be unable to execute a judgment in their favor against these Defendants promptly, or at all.

22. In light of these risks, including the uncertainty of any recovery for the Settlement Class, Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, namely \$4.5 million in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action against the Defendants might produce a smaller recovery, or no recovery at all, after summary judgment, trial, and appeals and international execution of judgment.

23. Defendants have denied, and continue to deny, the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants also have denied, and continue to deny, that the Settlement Class has suffered any losses or damages. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission by the Defendants of any wrongdoing, liability, loss causation or measure of damages.

**WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?**

24. If there were no Settlement and Plaintiffs failed to establish any essential legal or factual element of their claims against the Defendants, neither Plaintiffs nor the other Settlement Class Members, would recover anything from these Defendants. Also, if Defendants were successful in establishing any of their defenses, either at summary judgment, at trial or on appeal, the Settlement Class could recover substantially less from the Defendants than the amount provided in the Settlement, or nothing at all.

**HOW ARE SETTLEMENT CLASS MEMBERS  
AFFECTED BY THE ACTION AND THE SETTLEMENT?**

25. If you are a Settlement Class Member, you are represented by the Court-appointed Settlement Class Representatives (Plaintiffs) and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section

entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” below.

26. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?,” below.

27. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation or Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” below.

28. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by the Stipulation and any orders issued by the Court in the Action. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Plaintiffs and each of the other Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Claim (as defined in ¶ 29 below) against the Defendants and the other Released Defense Parties (as defined in ¶ 30 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Claims against any of the Released Parties.

29. “Released Claims” means and includes any and all Claims, including Unknown Claims, that have been or could have been asserted by or on behalf of Lead Plaintiff or any member of the Settlement Class in the Action, in any capacity, which arise out of, are based upon, or relate in any way to the purchase or acquisition of Dynagas securities (i) during the Class Period or (ii) in, contemporaneous with, or traceable to the October 2018 Offering, including but not limited to any claims alleged in the Action, and any claims related to the allegations, transactions, facts, events, matters, occurrences, acts, disclosures, representations, statements, omissions, failures to act, or any other matter whatsoever involved, set forth, referred to, or otherwise related, directly or indirectly, to the allegations in the Action or the disclosures made in connection therewith (including the adequacy and completeness of such disclosures).

30. “Released Defense Parties” means Defendants and each and all of their Related Parties, including all of the current and former Officers, directors, employees, and insurers of each Defendant.

31. “Unknown Claims” means and includes any and all claims which any Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any and all claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims. This includes claims which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement and the releases set forth herein, including his, her, or its decision to object or not to object to this Settlement. Plaintiffs and Defendants acknowledge, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged,



that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which they now know or believe to be true with respect to the acts or omissions of the Releasees, but it is their intention fully and finally and forever to settle and release any and all claims, matters, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore have existed with respect to acts or omissions relating to the subject matter of the Released Claims and the claims released pursuant to the Stipulation. The Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendants shall expressly waive, and by operation of the Judgment each of the other Settlement Class Members shall be deemed to have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiffs and Defendants have acknowledged, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

32. Pursuant to the Judgment, without further action by anyone, upon the Effective Date, the Defendants, on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged, and shall forever be barred from instituting, commencing, or prosecuting, any Claim or Unknown Claim against Plaintiffs, Settlement Class Members or Plaintiffs' Counsel related to their Class-Period transactions in Dynagas securities, this Action or the prosecution thereof. The release set forth in this Paragraph shall not apply to any Person who submits a request for exclusion from the Settlement Class that is accepted by the Court.

### **WHAT WILL I NEED TO DO TO PARTICIPATE IN THE SETTLEMENT?**

33. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form with adequate supporting documentation **postmarked no later than** \_\_\_\_\_. A Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, [DynagasSecuritiesLitigation.com](http://DynagasSecuritiesLitigation.com), or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 877-235-9861. Please retain all records of your ownership of and transactions in Dynagas securities, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

**HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE?**

34. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

35. Pursuant to the Settlement, Defendants have agreed to pay or cause to be paid four million five hundred thousand dollars (\$4,500,000.00) in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the “Net Settlement Fund” (that is, the Settlement Fund less: (a) all federal, state and/or local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Settlement Class Members and administering the Settlement on behalf of Settlement Class Members; and (c) any attorneys’ fees and Litigation Expenses awarded by the Court) will be distributed to Settlement Class Members who or which submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

36. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

37. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court’s order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund or the plan of allocation.

38. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

39. Unless the Court otherwise orders, any Settlement Class Member who or which fails to submit a Claim Form postmarked on or before \_\_\_\_\_ shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Claims (as defined in ¶ 29 above) against the Released Defense Parties (as defined in ¶ 30 above) and will be enjoined and prohibited from filing, prosecuting or pursuing any of the Released Claims against any of the Released Defense Parties, whether or not such Settlement Class Member submits a Claim Form.

40. Participants in and beneficiaries of a plan covered by ERISA (“ERISA Plan”) should NOT include any information relating to their transactions in Dynagas securities held through the ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY those shares that they held outside of the ERISA Plan. Claims based on any ERISA Plan’s purchases or sales of Dynagas securities during the Class Period may be made by the ERISA Plan’s trustees. To the extent any of the Defendants or any of the other persons or entities

excluded from the Settlement Class are participants in such an ERISA Plan, such persons or entities shall not receive, either directly or indirectly, any portion of the recovery that may be obtained from the Settlement by the ERISA Plan.

41. The Court has reserved jurisdiction to allow, disallow or adjust on equitable grounds the Claim of any Settlement Class Member.

42. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

43. Only Settlement Class Members, *i.e.*, persons and entities who purchased or otherwise acquired Dynagas securities, purchased or acquired call options on Dynagas securities or sold or transferred call options on Dynagas securities during the Class Period, will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms.

44. The objective of the Plan of Allocation is to distribute the Settlement proceeds equitably among those Settlement Class Members according to their alleged economic losses as a proximate result of the alleged wrongdoing. The Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Settlement Class Members might have been able to recover after a trial, if successful. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purpose of making pro rata allocations of the Net Settlement Fund.

45. Under the proposed plan of allocation, Recognized Loss Amounts related to transactions in Dynagas common units, Dynagas Series A Preferred Units or Dynagas 6.25% Notes are calculated as 0.75 multiplied by the difference in the amount of alleged artificial inflation in the prices of at the time of purchase and at the time of sale. The Recognized Loss Amounts related to transactions in Dynagas Series B Preferred Units will be calculated as the greater of: (a) 0.75 multiplied by the difference in the amount of alleged artificial inflation in the prices of at the time of purchase and at the time of sale; or (b) the statutory damages available pursuant to Section 11 of the Securities Act, assuming the truth of the allegations in the Complaint and the failure of all defenses. For call options on Dynagas common units, the recognized loss will be 0.75 multiplied by the change in market price of each call option held over at least one corrective disclosure date (“Corrective Disclosure Date”) on that (those) Corrective Disclosure Date(s). For put options on Dynagas common units, the recognized loss will be negative 0.75 multiplied by the change in market price of each put option held in a short position over at least one Corrective Disclosure Date on that (those) Corrective Disclosure Date(s).

46. In order to be eligible for a recovery under the Plan of Allocation, Dynagas securities or call options on Dynagas securities purchased or acquired during the Class Period must have been held through one or more of the three dates on which Plaintiffs allege that the amount of artificial inflation in Dynagas securities decreased (the “Corrective Disclosure Dates”). Similarly, in order to be eligible for a recovery under the Plan of Allocation, put options on Dynagas

securities sold or transferred during the Class Period must have been sold or transferred prior to a Corrective Disclosure Date and remained open through one or more subsequent Corrective Disclosure Date. Under the Plan of Allocation, the Corrective Disclosure Dates are: November 16, 2018, January 28, 2019, and March 23, 2019. The proposed Plan of Allocation is included in this Notice as Appendix A.

47. Under the proposed plan of allocation the Recognized Loss Amount related to Dynagas securities and options other than Dynagas Units and put and call options on Dynagas Units is zero. Claims relating to any such securities and options are nevertheless released by the Settlement.

48. Derivative instruments other than put and call options on Dynagas securities (*e.g.* forward contracts, swaps, etc.) (“Exotic Derivatives”), to the extent they may have existed, are not included in the Settlement. You are not a Settlement Class Member by virtue of any holdings or transactions in such instruments, you are not entitled to any recovery by virtue of any holdings or transactions in such instruments, and you are not bound by the Settlement by virtue of any holdings or transactions in such Exotic Derivatives. However, if you are otherwise a Settlement Class Member (*e.g.* if you also purchased Dynagas Units or transacted in put options or call options on Dynagas securities during the Class Period), any claims you may have based on your holdings or transactions in Exotic Derivatives may be forever released by operation of the final judgment if you do not exclude yourself from the Settlement Class as described in ¶¶ 50-53, below.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?**

49. Plaintiffs’ Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Plaintiffs’ Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys’ fees for all Plaintiffs’ Counsel in an amount not to exceed twenty-five percent of the Settlement Amount. At the same time, Lead Counsel also intend to apply for reimbursement of Litigation Expenses in an amount not to exceed \$150,000 which may include an application for reimbursement for reasonable time and costs expended by Plaintiffs directly related to their representation of the Settlement Class not to exceed \$10,000 in aggregate. The Court will determine the amount of any award of attorneys’ fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS? HOW DO I EXCLUDE MYSELF?**

50. Each Settlement Class Member will be bound by the determinations, orders and judgments in this Action relating to the Settlement, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to *In re Dynagas LNG Partners LP Securities Litigation*, EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217. The exclusion request must be

*received* no later than \_\_\_\_\_. You will not be able to exclude yourself from the Settlement Class after that date. Each Request for Exclusion must: (a) state the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (b) state that such person or entity “requests exclusion from the Settlement Class in *In re Dynagas LNG Partners LP Securities Litigation*, Civil Action No. 19-cv-04512 (AJN);” (c) state the number of Dynagas Units and options on Dynagas Units that the person or entity requesting exclusion purchased/acquired and sold during the Class Period and the statutory “lookback” period (December 21, 2017 through June 19, 2019, inclusive for common units, Series A Preferred Units, 6.25% Notes and options, and **December 21, 2017 through September 26, 2019 for Series B Preferred Units**) as well as the dates and prices of each such purchase/acquisition and sale, and provide appropriate documentary proof of such purchases/acquisitions and sales; and (d) be signed by the person or entity requesting exclusion or an authorized representative under penalty of perjury. A Request for Exclusion shall not be valid and effective unless it provides all the information and documentation called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

51. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration or other proceeding relating to any Released Claim against any of the Released Defense Parties.

52. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

53. Dynagas has the right to terminate the Settlement if valid requests for exclusion are received in an amount that exceeds an amount agreed to by Defendants and Plaintiffs.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? HOW DO I OBJECT? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

54. **Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. Settlement Class Members can participate in the Settlement without attending the Settlement Hearing. Please Note: The date and time of the Settlement Hearing may change without further written notice to the Settlement Class. You should monitor the Court’s docket and the website maintained by the Claims Administrator, [DynagasSecuritiesLitigation.com](http://DynagasSecuritiesLitigation.com), before making plans to attend the Settlement Hearing. You may also confirm the date and time of the Settlement Hearing by contacting Lead Counsel.**

55. The Settlement Hearing will be held on \_\_\_\_\_, before the Honorable Alison J. Nathan at the United States District Court for the Southern District of New York, Thurgood Marshall U.S. Courthouse, 40 Foley Square, Courtroom 906, New York, New York 10007. The Court will consider whether to approve the Settlement, the Plan of Allocation, Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.

56. Any Settlement Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation or Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk’s Office at the United States District Court for the Southern District of New York at the address set forth below on or before \_\_\_\_\_. You must also mail the papers to Lead Counsel and Defendants’ Counsel at the addresses set forth below so that the papers are *received* on or before \_\_\_\_\_.

<u>Clerk’s Office</u>	<u>Lead Counsel</u>	<u>Defendants’ Counsel</u>
Office of the Clerk United States District Court for the Southern District of New York Daniel Patrick Moynihan U.S Courthouse 500 Pearl Street New York, NY 10007	<b>Entwistle &amp; Cappucci LLP</b> Andrew J. Entwistle Frost Bank Tower 401 Congress Avenue, Suite 1170 Austin, TX 78701  and  Robert N. Cappucci 230 Park Avenue, 3rd Floor New York, NY 10169	<b>Wilmer Cutler Pickering Hale                      and Dorr LLP</b> Michael G. Bongiorno Jeremy T. Adler 7 World Trade Center 250 Greenwich Street New York, NY 10007  and  <b>Skadden, Arps, Slate,                      Meagher &amp; Flom, LLP</b> Scott D. Musoff Maria da Silva Haichuan Luo One Manhattan West New York, NY 10001

57. Any objection: (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member’s objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court’s attention; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number of Dynagas securities and options on Dynagas securities the person or entity objecting purchased/acquired and sold during the Class Period and lookback period (December 21, 2017 through June 19, 2019, inclusive) as well as the dates and prices of each such purchase/acquisition and sale/transfer. You may not object to the Settlement, the Plan of Allocation or Lead Counsel’s motion for attorneys’ fees and reimbursement of Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a Settlement Class Member.

58. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

59. If you wish to be heard orally at the Settlement Hearing, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in ¶ 56 above so that the notice is *received* on or before \_\_\_\_\_. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

60. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in ¶ 56 above so that the notice is *received* on or before \_\_\_\_\_.

61. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel or review the Court's docket.

**62. Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

#### WHAT IF I BOUGHT DYNAGAS SECURITIES ON SOMEONE ELSE'S BEHALF?

63. If you purchased or otherwise acquired Dynagas securities or call options on Dynagas securities from December 21, 2017 through March 21, 2019, inclusive (the Class Period), or sold or transferred put options on Dynagas securities during the Class Period, for the beneficial interest of persons or organizations other than yourself, you must either: (a) within seven (7) calendar days of receipt of this Notice, request from the Claims Administrator sufficient copies of the Notice and Claim Form (the "Notice Packet") to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; (b) within seven (7) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to *In re Dynagas LNG Partners LP Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173132, Milwaukee, WI 53217; or (c) within seven (7) calendar days of receipt of this Notice, provide an electronic copy of the Notice Packet to the beneficial owner by electronic means by which the beneficial owner has agreed to receive communications regarding his, her or its investments in Dynagas securities.<sup>7</sup> If you choose option (b), the Claims Administrator will send a copy of the Notice Packet to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this

<sup>7</sup> If the seventh calendar day after receipt of the Notice falls on a Saturday, Sunday or legal holiday, the time allowed for you to comply with this provision shall be extended until the end of the next business day.

Notice may also be obtained from the website maintained by the Claims Administrator, [DynagasSecuritiesLitigation.com](http://DynagasSecuritiesLitigation.com), by calling the Claims Administrator toll-free at 877-235-9861, or by emailing the Claims Administrator at [info@DynagasSecuritiesLitigation.com](mailto:info@DynagasSecuritiesLitigation.com)

**CAN I SEE THE COURT FILE?  
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

64. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S Courthouse. 500 Pearl Street, New York, New York 10007. Additionally, copies of the Complaint, the briefing and order on Defendants' Motion to Dismiss, and the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, [DynagasSecuritiesLitigation.com](http://DynagasSecuritiesLitigation.com).

**Requests for the Notice or to be added to the mailing list for future notices in the Action should be made to:**

*In re Dynagas LNG Partners LP Securities  
Litigation.* c/o A.B. Data, Ltd.  
P.O. Box 173132, Milwaukee, WI 53217  
[info@DynagasSecuritiesLitigation.com](mailto:info@DynagasSecuritiesLitigation.com)

**Inquiries, other than requests for the Notice, should be made to Lead Counsel:**

Andrew J. Entwistle, Esq.  
ENTWISTLE & CAPPUCCI LLP  
Frost Bank Tower  
401 Congress Avenue, Suite 1170  
Austin, Texas 78701  
(512) 710-5960  
[aentwistle@entwistle-law.com](mailto:aentwistle@entwistle-law.com)

**DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.**

Dated: \_\_\_\_\_, 2021

By Order of the Court  
United States District Court  
Southern District of New York



**Appendix A  
Plan of Allocation**

1. For Dynagas Units<sup>8</sup> purchased or otherwise acquired between December 21, 2017 and March 21, 2019:
  - A. For each Dynagas Unit held at the end of trading on June 19, 2019, the Exchange Act Recognized Loss shall be the lesser of:
    - (1) the applicable purchase date artificial inflation per unit figure, as found in Table A; or
    - (2) the difference between the purchase price per unit and the applicable average closing price between March 22, 2019 and June 19, 2019, as found in Table B.<sup>9</sup>
  - B. For each Dynagas Unit sold between March 22, 2019 and June 19, 2019, the Exchange Act Recognized Loss shall be the lesser of:
    - (1) the applicable purchase date artificial inflation per unit figure, as found in Table A; or
    - (2) the difference between the purchase price per unit and the sales price per unit; or
    - (3) the difference between the purchase price per unit and the applicable average closing price between March 22, 2019 and the date of sale, as found in Table B.<sup>10</sup>

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<sup>8</sup> The following four securities are collectively referred to herein as “Dynagas Units”: (1) Dynagas common units representing limited partnership interests (NYSE DLNG) (CINS: Y2188B108) (“common units”); (2) Dynagas Series A Fixed to Floating Rate Cumulative Redeemable Perpetual Preferred Units (NYSE DLNG PR A) (CINS: Y2188B116) (“Series A Preferred Units”); (3) Dynagas Series B Fixed to Floating Rate Cumulative Redeemable Perpetual Preferred Units (NYSE DLNG PR B) (CINS: Y2188B124) (“Series B Preferred Units”); and (4) Dynagas 6.25% Senior Unsecured Notes that matured October 2019 (CUSIP No. 26780TAA5) (“Dynagas 6.25% Notes”).

<sup>9</sup> Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated.

<sup>10</sup> Pursuant to Section 21(D)(e)(2) of the Private Securities Litigation Reform Act of 1995, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, if the plaintiff sells or repurchases the subject security prior to the expiration of the 90-day period described in paragraph (1), the plaintiff’s damages shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the security and the mean trading price of the security during the period beginning immediately after dissemination of information correcting the misstatement or omission and ending on the date on which the plaintiff sells or repurchases the security.”

- C. For each Dynagas Unit sold between December 21, 2017 and March 21, 2019, the Exchange Act Recognized Loss shall be the lesser of:
- (1) the applicable purchase date artificial inflation per unit figure less the applicable sales date artificial inflation per unit figure, as found in Table A; or
  - (2) the difference between the purchase price per unit and the sales price per unit.
2. For call options on Dynagas Units (“call options”) purchased or otherwise acquired to initiate or increase a long position during the Class Period:
- A. For each call option<sup>11</sup> held at the end of trading on June 19, 2019, the Exchange Act Recognized Loss shall be the lesser of:
- (1) the applicable purchase date per-option artificial inflation figure;<sup>12</sup> or
  - (2) the difference between the purchase price and the applicable average closing price between March 22, 2019 and June 19, 2019.
- B. For each call option sold<sup>13</sup> between March 22, 2019 and June 19, 2019, the Exchange Act Recognized Loss shall be the lesser of:
- (1) the applicable purchase date per-option artificial inflation figure; or
  - (2) the difference between the purchase price per option and the sales price per option; or
  - (3) the difference between the purchase price and the applicable average closing price between March 22, 2019 and the date of sale.
- C. For call each option sold between December 21, 2017 and March 21, 2019, the Exchange Act Recognized Loss shall be the lesser of:
- (1) the applicable purchase date per-option artificial inflation figure less the applicable sales date per-option artificial inflation figure; or
  - (2) the difference between the purchase price and the sales price.
3. For put options on Dynagas Units (“put options”) written or otherwise sold to initiate or increase a short position during the Class Period:
- A. For each put option open at the end of trading on June 19, 2019, the Exchange Act Recognized Loss shall be the lesser of:

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<sup>11</sup> Per option figures for both call options and put options will be adjusted to reflect the number of Dynagas Units underlying each option.

<sup>12</sup> In accordance with the process used to estimate artificial price inflation for the Dynagas Units, artificial inflation per call option will be calculated by accumulating market price declines, if any, that occurred on each Corrective Disclosure Date.

<sup>13</sup> The sales price for call options that were exercised or expired without exercise is deemed to be zero.

- (1) the applicable sale date per-option artificial deflation figure;<sup>14</sup> or
  - (2) the difference between the applicable average closing price between March 22, 2019 and June 19, 2019 and the sale price.
- B. For each put option repurchased<sup>15</sup> between March 22, 2019 and June 19, 2019, the Exchange Act Recognized Loss shall be the lesser of:
  - (1) the applicable per-option sale date artificial deflation figure; or
  - (2) the difference between the repurchase price and the sales price; or
  - (3) the difference between the applicable average closing price between March 22, 2019 and the date of repurchase and the sale price.
- C. For each put option repurchased between December 21, 2017 and March 21, 2019, the Exchange Act Recognized Loss shall be the lesser of:
  - (1) the applicable sale date per-option artificial deflation figure less the applicable purchase date per-option artificial deflation figure; or
  - (2) the difference between the repurchase price and the sale price.
4. For each Series B Preferred Unit purchased or otherwise acquired between October 16, 2018 and March 21, 2019, the Securities Act Recognized Loss shall be the difference between the purchase price per share (not to exceed \$25.00) and:
  - A. If sold prior to the end of trading on September 26, 2019, the sales price.
  - B. If still held at the end of trading on September 26, 2019, \$19.70.<sup>16</sup>
5. For securities other than Series B Preferred Units,<sup>17</sup> a Claimant's Recognized Loss shall be 75% of the aggregate Exchange Act Recognized Loss as described in Paragraphs 1-3 above. For Series B Preferred Units, a Claimant Recognized Loss shall be the greater of (a) 75% of the aggregate Exchange Act Recognized Loss as described in Paragraphs 1-3 above; or (b) 100% of the aggregate Securities Act Recognized Loss as described in Paragraph 4 above. A Claimant's Total Recognized Loss shall be the total of his, her or its Recognized Loss on each Dynagas security.

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<sup>14</sup> In accordance with the process used to estimate artificial price inflation for the Dynagas Units, artificial deflation per put option will be calculated by accumulating the put option price increases, if any, that occurred on each Corrective Disclosure Date.

<sup>15</sup> The repurchase price for put options that were assigned or expired without assignment is deemed to be zero.

<sup>16</sup> \$19.70 was the closing price of the Series B Preferred Units on September 26, 2019, the date on which the Complaint asserting claims under the Securities Act was filed. As such, this Plan uses September 26, 2019 as the "...time such suit was brought" for purposes of establishing Plaintiffs' statutory measure of damages under the Securities Act.

<sup>17</sup> *i.e.* common units, Series A Preferred Units, 6.25% Notes, call options and put options.

## **ADDITIONAL PROVISIONS**

**I. FIFO Matching:** All purchases/acquisitions and sales of Dynagas securities in the Class Period shall be matched on a First-In-First-Out (“FIFO”) basis. Sales of Dynagas securities between December 21, 2017 through March 21, 2019 and holdings as of the close of trading on March 21, 2019 will be matched first against any holdings of Dynagas securities at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

**II. Purchase/Sale Dates:** A purchase/acquisition or sale of Dynagas securities shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.

**III. Gifts:** The receipt or grant by gift, devise or inheritance of Dynagas securities during the Class Period shall not be deemed to be a purchase, acquisition or sale of Dynagas securities for the calculation of an Authorized Claimant’s Recognized Losses, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/sale unless (i) the donor or decedent purchased the security during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights to claims relating to the purchase or sale of Dynagas securities; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those shares of Dynagas securities.

**IV. Short Sales:** The date of covering a “short sale” is deemed to be the date of purchase or acquisition of Dynagas Securities. The date of a “short sale” is deemed to be the date of sale of Dynagas Securities. Under the Plan of Allocation, however, the Recognized Loss on all “short sales” of Dynagas Units and call options is zero.

**V. Dynagas Securities Purchased/Sold Through the Exercise of Options:** Option contracts on Dynagas Units are eligible to participate in the Settlement. With respect to Dynagas Units purchased or sold through the exercise or assignment of an option, the purchase/sale date of the Dynagas Unit is the exercise or assignment date of the option and the purchase/sale price of the Dynagas Unit is the exercise price of the option.

**VI. Calculation of Market Loss/Gain:** For each Claimant, the Claims Administrator shall determine the difference between (i) the Total Purchase Amount<sup>18</sup> and (ii) the sum of the Total Sales Proceeds<sup>19</sup> and Total Holding Value.<sup>20</sup> This difference will be deemed a Claimant’s

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<sup>18</sup> The “Total Purchase Amount” is the total amount the Claimant paid (excluding commissions and other charges) for Dynagas securities purchased or acquired during between December 21, 2017 through March 21, 2019.

<sup>19</sup> The Claims Administrator shall match any sales of Dynagas securities between December 21, 2017 through March 21, 2019, first against the Claimant’s opening position in Dynagas securities (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for sales of Dynagas securities between December 21, 2017 through March 21, 2019 shall be the “Total Sales Proceeds.”

Market Loss with respect to his, her, or its overall purchases/acquisitions of Dynagas Securities and options on Dynagas Securities, during the Class Period.

**VII. Calculation and Cap of Claimant Total Recognized Loss:** For each Claimant, the Claimants' Total Recognized Loss will be the lesser of (i) the aggregate Recognized Loss associated with all Class Period purchases or acquisitions of Dynagas Securities or (ii) the Claimant's Market Loss. A Claimant with a negative Market Loss (*i.e.* a gain) with respect to all of his, her or its transactions in Dynagas Securities and options on Dynagas Securities between December 21, 2017 and March 21, 2019 will have a Total Recognized Loss of \$0, and will not be eligible for any distribution.

**VIII. Determination of Distribution Amount:** The total net funds available for distribution in this Action as a result of the Settlement Amount and all interest earned thereon, less taxes, notice and administration costs, attorneys' fees and litigation expenses awarded (the Net Settlement Fund) will be allocated *pro rata* based on each Authorized Claimant's proportional share of the Net Settlement Fund as determined by his, her or its Total Recognized Loss as compared to the aggregate Total Recognized Losses of all Authorized Claimants. This proportional share is the Authorized Claimant's "Distribution Amount." The Distribution Amount for Authorized Claimants with a Total Recognized Loss of \$0.00 will be \$0.00. Such Claimants will in any event be bound by the Settlement.

**IX. De Minimis Limitation:** If an Authorized Claimant's Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant. Those funds will be included in the distribution to other Authorized Claimants.

**X. Redistribution of Unclaimed Funds:** If any funds remain after the final distribution of recoveries in the Action (*i.e.*, if the Net Settlement Fund less distributions is positive) because of uncashed distributions or other reasons, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distribution checks, any balance remaining nine months after the final distribution of such funds shall be redistributed to Authorized Claimants who have cashed their initial distribution and who would receive at least \$10.00 from such redistribution, after payment of any unpaid costs or fees incurred in administering the funds, including for such redistribution. Additional redistributions to Authorized Claimants who have cashed their prior distribution checks and who would receive at least \$10.00 on such additional redistributions, subject to the conditions previously noted, may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional redistribution, after the deduction of any additional fees and expenses that would be incurred with respect to such redistributions, is cost-effective. At such time as it is determined that the redistribution of funds remaining is not cost-effective, the remaining balance (the Net

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<sup>20</sup> When calculating Total Holding Value, the Claims Administrator shall ascribe a holding value based on each security's March 22, 2019 closing price: \$2.38 per share of Dynagas Common Unit held as of the close of trading on March 21, 2019, \$19.43 per Series A Preferred Unit held as of the close of trading on March 21, 2019, \$19.26 per Series B Preferred Unit held as of the close of trading on March 21, 2019, and \$960.00 per 6.25% Note held as of the close of trading on March 21, 2019. For call options still held or put options still short as of the close of trading on March 21, 2019, the Claims Administrator shall apply the same methodology based on the closing price of each option on March 22, 2019 or the next nearest trading date.

Settlement Fund less distributions) shall be contributed to non-sectarian, not-for-profit 501(c)(3) organizations recommended by Lead Counsel and approved by the Court.

**XI. Release:** Payment pursuant to the Plan of Allocation, or such other plan as may be approved by the Court, shall be conclusive against all Authorized Claimants. No Person shall have any claim against Plaintiffs, Lead Counsel, the Claims Administrator or any other agent designated by Lead Counsel, or the Released Defense Parties and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or any order of the Court. Plaintiffs and Defendants, and their respective counsel, and Plaintiffs' damages expert and all other Releasees shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the plan of allocation approved by the Court, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

**XII. Approval and Modification:** The Plan of Allocation set forth herein is the plan that is being proposed by Plaintiffs and Lead Counsel to the Court for approval. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding a modification of the Plan of Allocation will be posted on the settlement website, [DynagasSecuritiesLitigation.com](http://DynagasSecuritiesLitigation.com).

**TABLE A****Estimated Artificial Inflation from December 21, 2017 through and including  
March 21, 2019**

Transaction Date	Artificial Inflation Per Common Unit	Artificial Inflation Per Series A Preferred Unit	Artificial Inflation Per Series B Preferred Unit	Artificial Inflation Per \$1,000 6.25% Note
December 21, 2017 - November 15, 2018	\$ 2.32	\$ 4.00	\$ 2.98	\$ 33.26
November 16, 2018 - January 25, 2019	\$ 1.24	\$ 3.61	\$ 2.30	\$ 22.73
January 26, 2019 - March 21, 2019	\$ 0.28	\$ 1.12	\$ 0.39	\$ 4.29

**TABLE B****Average Closing Price between 03/22/2019 and Date of Sale per Dynagas Unit**

Date of Sale	Common Unit	Series A Preferred Unit	Series B Preferred Unit	6.25% Note
03/22/2019	\$2.38	\$19.43	\$19.26	\$960.00
03/25/2019	\$2.35	\$19.52	\$19.09	\$956.25
03/26/2019	\$2.34	\$19.53	\$19.04	\$955.67
03/27/2019	\$2.33	\$19.50	\$19.01	\$952.58
03/28/2019	\$2.30	\$19.49	\$19.01	\$951.66
03/29/2019	\$2.29	\$19.50	\$18.97	\$953.03
04/01/2019	\$2.28	\$19.50	\$18.95	\$953.14
04/02/2019	\$2.28	\$19.51	\$18.93	\$954.01
04/03/2019	\$2.29	\$19.57	\$18.94	\$954.12
04/04/2019	\$2.30	\$19.61	\$18.97	\$956.56
04/05/2019	\$2.31	\$19.67	\$19.00	\$958.33
04/08/2019	\$2.31	\$19.72	\$19.03	\$958.99
04/09/2019	\$2.32	\$19.76	\$19.05	\$961.19
04/10/2019	\$2.33	\$19.80	\$19.07	\$963.07
04/11/2019	\$2.33	\$19.83	\$19.10	\$963.65
04/12/2019	\$2.34	\$19.83	\$19.11	\$964.42
04/15/2019	\$2.34	\$19.86	\$19.14	\$964.16
04/16/2019	\$2.33	\$19.88	\$19.17	\$964.75
04/17/2019	\$2.33	\$19.89	\$19.18	\$965.27
04/18/2019	\$2.32	\$19.89	\$19.19	\$965.66
04/22/2019	\$2.32	\$19.91	\$19.21	\$965.27
04/23/2019	\$2.32	\$19.92	\$19.22	\$965.84
04/24/2019	\$2.32	\$19.94	\$19.23	\$966.56
04/25/2019	\$2.31	\$19.95	\$19.23	\$966.81
04/26/2019	\$2.31	\$19.98	\$19.24	\$967.13
04/29/2019	\$2.31	\$20.01	\$19.25	\$965.24
04/30/2019	\$2.31	\$20.05	\$19.28	\$965.63
05/01/2019	\$2.32	\$20.08	\$19.31	\$965.76
05/02/2019	\$2.31	\$20.11	\$19.32	\$965.35
05/03/2019	\$2.32	\$20.11	\$19.33	\$965.67
05/06/2019	\$2.32	\$20.11	\$19.35	\$965.81
05/07/2019	\$2.31	\$20.10	\$19.36	\$965.94
05/08/2019	\$2.31	\$20.09	\$19.37	\$965.48
05/09/2019	\$2.31	\$20.08	\$19.38	\$964.99
05/10/2019	\$2.31	\$20.07	\$19.39	\$964.44
05/13/2019	\$2.31	\$20.05	\$19.39	\$964.51
05/14/2019	\$2.31	\$20.04	\$19.38	\$964.53
05/15/2019	\$2.30	\$20.03	\$19.37	\$964.12
05/16/2019	\$2.30	\$20.02	\$19.37	\$964.21
05/17/2019	\$2.30	\$20.01	\$19.36	\$964.29
05/20/2019	\$2.29	\$19.94	\$19.30	\$963.87
05/21/2019	\$2.28	\$19.89	\$19.25	\$963.77
05/22/2019	\$2.28	\$19.83	\$19.20	\$963.31
05/23/2019	\$2.27	\$19.75	\$19.13	\$963.01
05/24/2019	\$2.25	\$19.68	\$19.06	\$962.87
05/28/2019	\$2.24	\$19.62	\$19.01	\$962.32
05/29/2019	\$2.23	\$19.58	\$18.97	\$961.74
05/30/2019	\$2.22	\$19.56	\$18.95	\$961.26
05/31/2019	\$2.21	\$19.53	\$18.93	\$960.62
06/03/2019	\$2.20	\$19.51	\$18.92	\$960.26



06/04/2019	\$2.20	\$19.49	\$18.91	\$959.77
06/05/2019	\$2.19	\$19.45	\$18.87	\$959.48
06/06/2019	\$2.18	\$19.40	\$18.82	\$959.49
06/07/2019	\$2.17	\$19.34	\$18.77	\$959.22
06/10/2019	\$2.16	\$19.29	\$18.72	\$959.05
06/11/2019	\$2.15	\$19.25	\$18.68	\$958.98
06/12/2019	\$2.15	\$19.22	\$18.65	\$958.82
06/13/2019	\$2.14	\$19.18	\$18.61	\$958.80
06/14/2019	\$2.13	\$19.14	\$18.57	\$958.99
06/17/2019	\$2.12	\$19.11	\$18.53	\$959.15
06/18/2019	\$2.11	\$19.07	\$18.50	\$959.37
06/19/2019	\$2.10	\$19.04	\$18.46	\$959.60

# **EXHIBIT 2**

**EXHIBIT 2**

***In re Dynagas LNG Partners LP Securities Litigation,***  
**c/o A.B. Data, Ltd.**  
**P.O. Box 173132**  
**Milwaukee, WI 53217**

**Toll-Free Number: 877-235-9861**  
**Email: [info@DynagasSecuritiesLitigation.com](mailto:info@DynagasSecuritiesLitigation.com)**  
**Website: [DynagasSecuritiesLitigation.com](http://DynagasSecuritiesLitigation.com)**

**PROOF OF CLAIM AND RELEASE FORM**

To be eligible to receive a share of the Net Settlement Fund in connection with the Settlement of this Action, you must complete and sign this Proof of Claim and Release Form (“Claim Form”) and mail it by first-class mail to the above address, **postmarked no later than \_\_\_\_\_**.

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to receive any money in connection with the Settlement.

**Do not mail or deliver your Claim Form to the Court, the parties to the Action, or their counsel.**

**SUBMIT YOUR CLAIM FORM ONLY TO THE CLAIMS ADMINISTRATOR  
AT THE ADDRESS SET FORTH ABOVE.**

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## **PART I – GENERAL INSTRUCTIONS**

1. It is important that you completely read and understand the Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Fairness Hearing and (III) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses (the "Notice") that accompanies this Claim Form, including the proposed plan of allocation set forth in the Notice. The Notice describes the proposed Settlement, how Settlement Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein.

2. This Claim Form is directed to all members of the "Settlement Class," which consists of all persons and entities who purchased or otherwise acquired the securities of Dynagas LNG Partners LP. ("Dynagas") during the period from December 21, 2017 through March 21, 2019, inclusive (the "Class Period"), all persons who purchased call options on Dynagas securities during the Class Period and all Persons who sold put options on Dynagas securities during the Class Period, excluding certain individuals and entities related to the defendants. By submitting this Claim Form, you will be making a request to share in the proceeds of the Settlement described in the Notice. **IF YOU ARE NOT A SETTLEMENT CLASS MEMBER** (see the definition of the Settlement Class on page \_\_\_ (Paragraph 19) of the Notice, which sets forth who is included in and who is excluded from the Settlement Class), **OR IF YOU, OR SOMEONE ACTING ON YOUR BEHALF, SUBMITTED A REQUEST FOR EXCLUSION FROM THE SETTLEMENT CLASS, DO NOT SUBMIT A CLAIM FORM. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A SETTLEMENT CLASS MEMBER.** **THUS, IF YOU ARE EXCLUDED FROM THE SETTLEMENT CLASS, ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.**

3. **Submission of this Claim Form does not guarantee that you will share in the proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation as the Court approves.**

4. Use the Schedule of Transactions in Parts III and IV of this Claim Form to supply all required details of your transaction(s) (including free transfers and deliveries) in and holdings of Dynagas securities and options during the Class Period. On this schedule, please provide all of the requested information with respect to your holdings, purchases, acquisitions, and sales of Dynagas securities, whether such transactions resulted in a profit or a loss. **Failure to report all transaction and holding information during the requested time periods may result in the rejection of your claim.**

5. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of Dynagas securities and options set forth in the Schedule of Transactions in Parts III and IV of this Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The Parties, including Dynagas, and the Claims Administrator do not independently have information about your investments in Dynagas securities and options. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL**

**DOCUMENTS. Please keep a copy of all documents that you send to the Claims Administrator. Also, please do not highlight any portion of the Claim Form or any supporting documents.**

6. All joint beneficial owners must each sign this Claim Form and their names must appear as “Claimants” in Part II of this Claim Form. If you owned Dynagas securities or options during the Class Period and held them in your name, you are the beneficial owner as well as the record owner and you must sign this Claim Form to participate in the Settlement. If, however, you owned Dynagas securities during the Class Period and the securities were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these shares, but the third party is the record owner. The beneficial owner, not the record owner, must sign this Claim Form to be eligible to participate in the Settlement.

7. **One Claim should be submitted for each separate legal entity.** Separate Claim Forms should be submitted for each separate legal entity (*e.g.*, a claim from joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual’s name). Conversely, a single Claim Form should be submitted on behalf of one legal entity including all transactions made by that entity on one Claim Form, no matter how many separate accounts that entity has (*e.g.*, a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Claim Form).

8. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, last four digits of the Social Security Number (or taxpayer identification number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Dynagas securities; and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person’s accounts.)

9. By submitting a signed Claim Form, you will be swearing that you:

- (a) own(ed) the Dynagas securities or option contracts you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner thereof.

10. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

11. If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to the proposed plan of allocation (or such other plan of allocation as the Court approves) will be made after any appeals are resolved, and after the completion of all claims processing. The claims process will take substantial time to complete fully and fairly. Please be patient.

12. **PLEASE NOTE:** As set forth in the proposed plan of allocation, each Authorized Claimant

shall receive his, her or its pro rata share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

13. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator, A.B. Data, Ltd., at the address on the first page of this Claim Form, by email at [info@DynagasSecuritiesLitigation.com](mailto:info@DynagasSecuritiesLitigation.com), or by toll-free phone at 877-235-9861, or you can visit the Settlement website, [DynagasSecuritiesLitigation.com](http://DynagasSecuritiesLitigation.com), where copies of the Claim Form and Notice are available for downloading.

14. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the *mandatory* electronic filing requirements and file layout, you may visit the Settlement website at [DynagasSecuritiesLitigation.com](http://DynagasSecuritiesLitigation.com) or you may email the Claims Administrator's electronic filing department at [info@DynagasSecuritiesLitigation.com](mailto:info@DynagasSecuritiesLitigation.com). **Any file not in accordance with the required electronic filing format will be subject to rejection.** Only one claim should be submitted for each separate legal entity (*see* Paragraph 7 above) and the *complete* name of the beneficial owner of the securities must be entered where called for (*see* Paragraph 6 above). No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email to that effect. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the Claims Administrator's electronic filing department at [info@DynagasSecuritiesLitigation.com](mailto:info@DynagasSecuritiesLitigation.com) to inquire about your file and confirm it was received.**

**IMPORTANT: PLEASE NOTE**

**YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL OR BY ELECTRONIC MEANS BY WHICH YOU MAY HAVE AGREED TO RECEIVE COMMUNICATIONS ABOUT YOUR INVESTMENTS IN DYNAGAS SECURITIES WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT WITHIN 60 DAYS, CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT 877-235-9861.**

**PART II – CLAIMANT INFORMATION**

**Please complete this PART II in its entirety. The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above.**

Beneficial Owner’s First Name

Beneficial Owner’s Last Name

Co-Beneficial Owner’s First Name

Co-Beneficial Owner’s Last Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner(s) listed above)

Address1 (street name and number)

Address2 (apartment, unit or box number)

City

State

Zip Code

Country

Last four digits of Social Security Number or Taxpayer Identification Number

Telephone Number (home)

Telephone Number (work)

Telephone Number (mobile)

Email address (E-mail address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.):

Account Number (where securities were traded)<sup>1</sup>:

Claimant Account Type (check appropriate box):

- Individual (includes joint owner accounts)
- Corporation
- IRA/401K

- Pension Plan
- Estate
- Other \_\_\_\_\_ (please specify)

Trust

<sup>1</sup> If the account number is unknown, you may leave blank. If filing for more than one account for the same legal entity you may write “multiple.” Please see Paragraph 7 of the General Instructions above for more information on when to file separate Claim Forms for multiple accounts.



**PART III – SCHEDULE OF TRANSACTIONS IN DYNAGAS LNG PARTNERS LP SECURITIES**

Please be sure to include proper documentation with your Claim Form as described in detail in Part I – General Instructions, Paragraph 5, above.

**DYNAGAS COMMON UNITS REPRESENTING LIMITED PARTNERSHIP INTERESTS  
 (“COMMON UNITS” OR “COMMON STOCK”) (CINS: Y2188B108) (Ticker Symbol: DLNG)**

<b>1. HOLDINGS AS OF DECEMBER 21, 2017</b> – State the total number of Dynagas Common Units (shares) held as of the opening of trading on December 21, 2017. (Must be documented.) If none, write “zero” or “0.” _____	Confirm Proof of Position Enclosed <input type="checkbox"/>
--	--

**2. PURCHASES/ACQUISITIONS FROM DECEMBER 21, 2017 THROUGH JUNE 19, 2019** – Separately list each and every purchase or acquisition (including free receipts) of Dynagas Common Units from after the opening of trading on December 21, 2017 through June 19, 2019 and including the close of trading on June 19, 2019. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Units (Shares) Purchased/Acquired	Purchase/ Acquisition Price Per Unit (Share)	Total Purchase/ Acquisition Price (excluding taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>

<b>3. SALES FROM DECEMBER 21, 2017 THROUGH JUNE 19, 2019</b> – Separately list each and every sale or disposition (including free deliveries) of Dynagas Common Units from after the opening of trading on December 21, 2017, through June 19, 2019 and including the close of trading on June 19, 2019 (Must be documented.)	<b>IF NONE, CHECK HERE</b> <input type="checkbox"/>
---	--

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Units (Shares) Sold	Sale Price Per Unit (Share)	Total Sale Price (not deducting taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>

<b>4. HOLDINGS AS OF JUNE 19, 2019</b> – State the total number of Dynagas Common Units (shares) held as of the close of trading on June 19, 2019. (Must be documented.) If none, write “zero” or “0.” _____	Confirm Proof of Position Enclosed <input type="checkbox"/>
--	--

**DYNAGAS SERIES A FIXED TO FLOATING RATE CUMULATIVE REDEEMABLE PERPETUAL PREFERRED UNITS (“PREFERRED A UNITS”) (CINS: Y2188B116) (Ticker Symbol: DLNG PR A)**

<b>1. HOLDINGS AS OF DECEMBER 21, 2017</b> – State the total number of Dynagas Preferred A Units held as of the opening of trading on December 21, 2017. (Must be documented.) If none, write “zero” or “0.” _____	Confirm Proof of Position Enclosed <input type="checkbox"/>
--	--

**2. PURCHASES/ACQUISITIONS FROM DECEMBER 21, 2017 THROUGH JUNE 19, 2019** – Separately list each and every purchase or acquisition (including free receipts) of Dynagas Preferred A Units from after the opening of trading on December 21, 2017 through June 19, 2019 and including the close of trading on June 19, 2019. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Units (Shares) Purchased/Acquired	Purchase/ Acquisition Price Per Unit (Share)	Total Purchase/ Acquisition Price (excluding taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>

**3. SALES FROM DECEMBER 21, 2017 THROUGH JUNE 19, 2019** – Separately list each and every sale or disposition (including free deliveries) of Dynagas Preferred A Units from after the opening of trading on December 21, 2017, through June 19, 2019 and including the close of trading on June 19, 2019 (Must be documented.)

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Units (Shares) Sold	Sale Price Per Unit (Share)	Total Sale Price (not deducting taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>

<b>4. HOLDINGS AS OF JUNE 19, 2019</b> – State the total number of Dynagas Preferred A Units held as of the close of trading on June 19, 2019. (Must be documented.) If none, write “zero” or “0.” _____	Confirm Proof of Position Enclosed <input type="checkbox"/>
--	--

**DYNAGAS SERIES B FIXED TO FLOATING RATE CUMULATIVE REDEEMABLE PERPETUAL PREFERRED UNITS (“PREFERRED B UNITS”) (CINS: Y2188B124) (Ticker Symbol: DLNG PR B)**

<b>1. HOLDINGS AS OF DECEMBER 21, 2017</b> – State the total number of Dynagas Preferred B Units held as of the opening of trading on December 21, 2017. If none, write “zero” or “0.” _____	Proof of Position Enclosed? (Y/N) <input type="checkbox"/>
--	---

**2. PURCHASES/ACQUISITIONS FROM DECEMBER 21, 2017 THROUGH SEPTEMBER 26, 2019** – Separately list each and every purchase or acquisition (including free receipts) of Dynagas Preferred B Units from after the opening of trading on December 21, 2017 through **September 26, 2019** and including the close of trading on **September 26, 2019**. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Units (Shares) Purchased/Acquired	Purchase/ Acquisition Price Per Unit (Share)	Total Purchase/ Acquisition Price (excluding taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>

**3. SALES FROM DECEMBER 21, 2017 THROUGH SEPTEMBER 26, 2019** – Separately list each and every sale or disposition (including free deliveries) of Dynagas Preferred B Units from after the opening of trading on December 21, 2017, through **September 26, 2019** and including the close of trading on September 26, 2019 (Must be documented.)

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Units (Shares) Sold	Sale Price Per Unit (Share)	Total Sale Price (not deducting taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>

**4. HOLDINGS AS OF SEPTEMBER 26, 2019** – State the total number of Dynagas Preferred B Units held as of the close of trading on September 26, 2019. (Must be documented.) If none, write “zero” or “0.” \_\_\_\_\_

Confirm Proof of Position Enclosed

**DYNAGAS 6.25% SENIOR UNSECURED NOTES MATURED OCTOBER 2019  
(CUSIP No. 26780TAA5) (“6.25% NOTES”)**

<b>1. HOLDINGS AS OF DECEMBER 21, 2017</b> – State the total number of Dynagas 6.25% Notes held as of the opening of trading on December 21, 2017. (Must be documented.) If none, write “zero” or “0.” _____	Confirm Proof of Position Enclosed <input type="checkbox"/>
--	--

<b>2. PURCHASES/ACQUISITIONS FROM DECEMBER 21, 2017 THROUGH JUNE 19, 2019</b> – Separately list each and every purchase or acquisition (including free receipts) of Dynagas 6.25% Notes from after the opening of trading on December 21, 2017 through June 19, 2019 and including the close of trading on June 19, 2019. (Must be documented.)				
Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Notes Purchased/Acquired	Purchase/ Acquisition Price Per Note	Total Purchase/ Acquisition Price (excluding taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>

<b>3. SALES FROM DECEMBER 21, 2017 THROUGH JUNE 19, 2019</b> – Separately list each and every sale or disposition (including free deliveries) of Dynagas 6.25% Notes from after the opening of trading on December 21, 2017, through June 19, 2019 and including the close of trading on June 19, 2019 (Must be documented.)				<b>IF NONE, CHECK HERE</b> <input type="checkbox"/>
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Notes Sold	Sale Price Per Note	Total Sale Price (not deducting taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>

<b>4. HOLDINGS AS OF JUNE 19, 2019</b> – State the total number of shares of Dynagas 6.25% Notes held as of the close of trading on June 19, 2019. (Must be documented.) If none, write “zero” or “0.” _____	Confirm Proof of Position Enclosed <input type="checkbox"/>
--	--

**PART IV -- SCHEDULE OF TRANSACTIONS IN  
OPTIONS CONTRACTS ON DYNAGAS LNG PARTNERS LP SECURITIES**

**CALL OPTIONS**

**A. BEGINNING HOLDINGS:** At the close of trading on **December 21, 2017**, I had the following call option contract positions (if your position was short, include the position in parentheses):

Number of Contracts	Underlying Security (enter "CU" for Common Units)	Expiration Month and Year & Strike Price of Options (e.g. 12/22 \$15)	Indicate "Y" or "N" Was this an Open Sale Contract?
		/ ____.	<input type="checkbox"/>
		/ ____.	<input type="checkbox"/>
		/ ____.	<input type="checkbox"/>
		/ ____.	<input type="checkbox"/>

**B. PURCHASES OF CALL OPTIONS:** I purchased call option contracts between **December 21, 2017** and the close of trading on **June 19, 2019**, inclusive (must be documented):

Date of Purchase/Acquisition (List Chronologically, Month/Day/Year)	Number of Contracts	Underlying Security (enter "CU" for Common Units)	Expiration Month and Year & Strike Price of Options (e.g. 12/22 \$15)	Sale Price Per Contract	Amount Expended (excluding taxes, commissions and fees)
/ /			/ ____.	\$	.
/ /			/ ____.	\$	.
/ /			/ ____.	\$	.
/ /			/ ____.	\$	.
/ /			/ ____.	\$	.
/ /			/ ____.	\$	.
/ /			/ ____.	\$	.
/ /			/ ____.	\$	.

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU **MUST** PHOTOCOPY THIS PAGE AND CHECK THIS BOX  IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL **NOT** BE REVIEWED

**CALL OPTIONS CONT'D**

**C. SALE TRANSACTIONS:** I made the following sales of the call option contracts listed on page \_\_\_ ) from **December 21, 2017 through June 19, 2019**, inclusive (Must be documented, Include Exercises, Assignments and Expirations):

Date of Sale/Assignment/Exercise (List Chronologically) (Month/Day/Year)	Number of Contracts	Underlying Security (Enter "CU" for Common Units)	Expiration Month and Year & Strike Price of Options (e.g. 12/22 \$15)	Sale Price Per Contract	Aggregate Amount Received (Excluding Taxes, Commissions and Fees)	Enter "S" if Sold, "EXE" if Exercised, "A" if Assigned or "EXP" if Expired
/ /			/ __. __	\$	\$	
/ /			/ __. __	\$	\$	
/ /			/ __. __	\$	\$	
/ /			/ __. __	\$	\$	
/ /			/ __. __	\$	\$	
/ /			/ __. __	\$	\$	
/ /			/ __. __	\$	\$	
/ /			/ __. __	\$	\$	

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU **MUST** PHOTOCOPY THIS PAGE AND CHECK THIS BOX  IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL **NOT** BE REVIEWED

**D. ENDING HOLDINGS:** At the close of trading on **June 19, 2019**, I had the following call option contract positions (if your position was short, include the position in parentheses):

Number of Contracts	Underlying Security (Enter "CU" for Common Units)	Expiration Month and Year & Strike Price of Options (e.g. 12/22 \$15)	Indicate "Y" or "N" Was this an Open Sale Contract?
		/ __. __	<input type="checkbox"/>
		/ __. __	<input type="checkbox"/>
		/ __. __	<input type="checkbox"/>
		/ __. __	<input type="checkbox"/>

**PUT OPTIONS**

**A. BEGINNING HOLDINGS:** At the close of trading on **December 21, 2017**, I had the following put option contract positions (if your position was short, include the position in parentheses):

Number of Contracts	Under-lying Security (enter "CU" for Common Units)	Expiration Month and Year & Strike Price of Options (e.g. 12/22 \$15)	Indicate "Y" or "N" Was this an Open Sale Contract?
		/ __. __	<input type="checkbox"/>
		/ __. __	<input type="checkbox"/>
		/ __. __	<input type="checkbox"/>
		/ __. __	<input type="checkbox"/>

**B. SALES/TRANSFERS OF PUT OPTIONS:** I made the following sales of put option contracts between **December 21, 2017** and the close of trading on **June 19, 2019**, inclusive (must be documented):

Date of Sale/Assignment/Exercise/Expiration (List Chronologically) (Month/Day/Year)	Number of Contracts	Under-lying Security (Enter "CU" for Common Units)	Expiration Month and Year & Strike Price of Contracts (e.g. 12/22 \$15.00)	Price Received Per Contract	Aggregate Amount Received (Excluding Taxes, Commissions and Fees)	Enter "S" if Sold, "EXE" if Exercised, "A" if Assigned or an "EXP" if Expired
/ /			/ __. __	\$	\$	
/ /			/ __. __	\$	\$	
/ /			/ __. __	\$	\$	
/ /			/ __. __	\$	\$	
/ /			/ __. __	\$	\$	
/ /			/ __. __	\$	\$	
/ /			/ __. __	\$	\$	
/ /			/ __. __	\$	\$	

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU **MUST** PHOTOCOPY THIS PAGE AND CHECK THIS BOX  IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL **NOT** BE REVIEWED

**PUT OPTIONS CONT'D**

**C. PURCHASES / REPURCHASES OF PUT OPTIONS:** I made the following purchases and/or repurchases of the put option contracts listed on page \_\_\_ from **December 21, 2017 through June 19, 2019**, inclusive (Must be documented):

Date of Purchase/Acquisition (List Chronologically) (Month/Day/Year)	Number of Contracts	Underlying Security (enter "CU" for Common Units)	Expiration Month and Year & Strike Price of Options (e.g. 12/22 \$15)	Sale Price Per Contract	Aggregate Amount Expended (excluding taxes, commissions and fees)
/ /			/ ____.	\$	\$
/ /			/ ____.	\$	\$
/ /			/ ____.	\$	\$
/ /			/ ____.	\$	\$
/ /			/ ____.	\$	\$
/ /			/ ____.	\$	\$
/ /			/ ____.	\$	\$
/ /			/ ____.	\$	\$

**D. ENDING HOLDINGS:** At the close of trading on **June 19, 2019**, I had the following put option contract positions (if your position was short, include the position in parentheses):

Number of Contracts	Underlying Security (Enter "CU" for Common Units)	Expiration Month and Year & Strike Price of Options (e.g. 12/22 \$15)	Indicate "Y" or "N" Was this an Open Sale Contract?
		/ ____.	<input type="checkbox"/>
		/ ____.	<input type="checkbox"/>
		/ ____.	<input type="checkbox"/>
		/ ____.	<input type="checkbox"/>



IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU **MUST** PHOTOCOPY THIS PAGE AND CHECK THIS BOX  IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL **NOT** BE REVIEWED

**NOTE: DERIVATIVE INSTRUMENTS OTHER THAN CALL OPTIONS AND PUT OPTIONS (E.G. FORWARD CONTRACTS OR SWAPS) ARE NOT INCLUDED IN THE CLASS DEFINITION AND ARE NOT ELIGIBLE TO RECEIVE DISTRIBUTIONS FROM THE NET SETTLEMENT FUND. YOU DO NOT NEED TO REPORT YOUR HOLDINGS OR TRANSACTIONS IN SUCH INSTRUMENTS (IF ANY) TO THE CLAIMS ADMINISTRATOR.**

**PART V - RELEASE OF CLAIMS AND SIGNATURE**

**YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE 9 OF THIS CLAIM FORM.**

I (we) hereby acknowledge that, pursuant to the terms set forth in the Stipulation, without further action by anyone, upon the Effective Date of the Settlement, I (we), on behalf of myself (ourselves) and my (our) heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs' Claim (including, without limitation, any Unknown Claims) against the Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees.

**CERTIFICATION**

By signing and submitting this Claim Form, the claimant(s) or the person(s) who represent(s) the claimant(s) agree(s) to the release above and certifies (certify) as follows:

1. that I (we) have read and understand the contents of the Notice and this Claim Form, including the releases provided for in the Stipulation and the terms of the Plan of Allocation;
2. that the claimant(s) is (are) a Settlement Class Member(s), as defined in the Notice, and is (are) not excluded by definition from the Settlement Class as set forth in the Notice;
3. that the claimant(s) has (have) **not** submitted a request for exclusion from the Settlement Class;
4. that I (we) own(ed) the Dynagas securities identified in the Claim Form and have not assigned the claim against the Defendants or any of the other Defendants' Releasees to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
5. that the claimant(s) has (have) not submitted any other claim covering the same purchases of Dynagas securities and knows (know) of no other person having done so on the claimant's (claimants') behalf;
6. that the claimant(s) submit(s) to the jurisdiction of the Court with respect to claimant's (claimants') claim and for purposes of enforcing the releases set forth herein;
7. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator, or the Court may require;
8. that the claimant(s) waive(s) the right to trial by jury, to the extent it exists, agree(s) to the determination by the Court of the validity or amount of this Claim and waives any right of appeal or review with respect to such determination;
9. that I (we) acknowledge that the claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and

10. that the claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) the claimant(s) is (are) exempt from backup withholding or (b) the claimant(s) has (have) not been notified by the IRS that he, she, it or they is (are) subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the claimant(s) that he, she, it or they is (are) no longer subject to backup withholding. **If the IRS has notified the claimant(s) that he, she, it or they is (are) subject to backup withholding, please strike out the language in the preceding sentence indicating that the claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

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Signature of claimant Date

---

Print claimant name here

---

Signature of joint claimant, if any Date

---

Print joint claimant name here

***If the claimant is other than an individual, or is not the person completing this form, the following also must be provided:***

---

Signature of person signing on behalf of claimant Date

---

Print name of person signing on behalf of claimant here

---

Capacity of person signing on behalf of claimant, if other than an individual, *e.g.*, executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of claimant – see Paragraph 8 on page 3.)

**REMINDER CHECKLIST:**

1. Sign the above release and certification. If this Claim Form is being made on behalf of joint claimants, then both must sign.
2. Attach only **copies** of acceptable supporting documentation as these documents will not be returned to you.
3. Do not highlight any portion of the Claim Form or any supporting documents.
4. Keep copies of the completed Claim Form and documentation for your own records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll-free at 877-235-9861.**
6. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, you must send the Claims Administrator written notification of your new address. If you change your name, inform the Claims Administrator.
7. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at the address below, by email at [info@DynagasSecuritiesLitigation.com](mailto:info@DynagasSecuritiesLitigation.com), or by toll-free phone at 877-235-9861, or you may visit the website maintained by the Claims Administrator: [DynagasSecuritiesLitigation.com](http://DynagasSecuritiesLitigation.com). **DO NOT** call Defendants or their counsel with questions regarding your claim.

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, **POSTMARKED NO LATER THAN \_\_\_\_\_, 2021**, ADDRESSED AS FOLLOWS:

*In re Dynagas LNG Partners LP Securities Litigation,*  
c/o A.B. Data, Ltd.  
P.O. Box 173132  
Milwaukee, WI 53217

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if a postmark date on or before \_\_\_\_\_ is indicated on the envelope and it is mailed First Class and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

# **EXHIBIT 3**

**EXHIBIT 3**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE DYNAGAS LNG PARTNERS LP  
SECURITIES LITIGATION

No. 19-cv-04512 (AJN)

**SUMMARY NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED  
SETTLEMENT; (II) SETTLEMENT FAIRNESS HEARING; AND (III) MOTION FOR  
AN AWARD OF ATTORNEYS' FEES AND  
REIMBURSEMENT OF LITIGATION EXPENSES**

**TO: All persons and entities who purchased or otherwise acquired the securities of Dynagas LNG Partners LP (“Dynagas”), purchased or otherwise acquired call options on Dynagas securities, or sold or otherwise transferred put options on Dynagas securities during the period from December 21, 2017 through March 21, 2019, inclusive (the “Settlement Class”):**

**PLEASE READ THIS NOTICE CAREFULLY, YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.**

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York, that the above-captioned litigation (the “Action”) has been provisionally certified as a class action for settlement purposes only on behalf of the Settlement Class, except for certain persons and entities who are excluded from the Settlement Class by definition as set forth in the full printed Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses (the “Notice”).

YOU ARE ALSO NOTIFIED that Plaintiffs in the Action have reached a proposed settlement of the Action for \$4,500,000 in cash (the “Settlement”) to be paid on Defendants’ behalf, that, if approved, will resolve all claims in the Action.

A hearing will be held on \_\_\_\_\_, 2021 at \_\_\_\_\_ a.m./p.m., before the Honorable Alison J. Nathan at the United States District Court for the Southern District of New York, Thurgood Marshall U.S. Courthouse, 40 Foley Square, Courtroom 906, New York, New York 10007, to determine whether: (i) the proposed Settlement should be approved as fair, reasonable and adequate; (ii) the Action should be dismissed with prejudice against Defendants, and the Releases specified and described in the Stipulation and Agreement of Settlement dated May \_\_\_\_, 2021 (and in the Notice) should be granted; (iii) the proposed Plan of Allocation should be approved as fair and reasonable; and (iv) Lead Counsel’s application for an award of attorneys’ fees and reimbursement of litigation expenses should be approved.

**If you are a member of the Settlement Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Settlement Fund.** If you have not yet received the Notice and Claim Form, you may obtain copies of these documents by contacting the Claims Administrator at *In re Dynagas LNG Partners LP Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173132, Milwaukee, WI 53217, 877-235-9861. Copies of the Notice and Claim Form can also be downloaded from the website maintained by the Claims Administrator, [DynagasSecuritiesLitigation.com](http://DynagasSecuritiesLitigation.com).

If you are a member of the Settlement Class, in order to be eligible to receive a payment under the proposed Settlement, you must either: (1) submit a Claim Form by first class mail, addressed in accordance with the instructions thereon and **postmarked no later than \_\_\_\_\_, 2021**; or (2) **if specifically permitted by the Claims Administrator, submit all required information electronically in accordance with the Claims Administrator's instructions no later than \_\_\_\_\_, 2021**. If you are a Settlement Class Member and do not submit a proper Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlement, but you will nevertheless be bound by any judgments or orders entered by the Court in the Action.

If you are a member of the Settlement Class and wish to exclude yourself from the Settlement Class, you must submit a request for exclusion such that it is **received no later than \_\_\_\_\_, 2021** in accordance with the instructions set forth in the Notice. If you properly exclude yourself from the Settlement Class, you will not be bound by any judgments or orders entered by the Court in the Action and you will not be eligible to share in the proceeds of the Settlement.

Any objections to the proposed Settlement, the proposed Plan of Allocation or Lead Counsel's motion for attorneys' fees and reimbursement of litigation expenses, must be filed with the Court and delivered to Lead Counsel and Defendants' Counsel such that they are **received no later than \_\_\_\_\_, 2021** in accordance with the instructions set forth in the Notice.

**Please do not contact the Court, the Clerk's office, the Defendants or their counsel regarding this notice. All questions about this notice, the proposed Settlement or your eligibility to participate in the Settlement should be directed to Lead Counsel or the Claims Administrator.**

Inquiries, other than requests for the Notice and Claim Form, should be made to Lead Counsel: Andrew J. Entwistle, Esq. and Robert N. Cappucci, ENTWISTLE & CAPPUCCI LLP, 230 Park Avenue, 3rd Floor, New York, NY 10169, Telephone: (212) 894-7200, Facsimile: (212) 894-7272, Email: [aentwistle@entwistle-law.com](mailto:aentwistle@entwistle-law.com) and [rcappucci@entwistle-law.com](mailto:rcappucci@entwistle-law.com). Requests for the Notice and Claim Form should be made to: *In re Dynagas LNG Partners LP Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173132, Milwaukee, WI 53217, 877-235-9861, [info@DynagasSecuritiesLitigation.com](mailto:info@DynagasSecuritiesLitigation.com). Additional information may be made available at the website maintained by the claims administrator: [DynagasSecuritiesLitigation.com](http://DynagasSecuritiesLitigation.com).

By Order of the Court