Docket #0013 Date Filed: 8/16/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
CHAPARRAL ENERGY, INC.,	:	Case No. 16-11144 (LSS)
Reorganized Debtor.[1]	:	
In re:	:	Chapter 11
CHAPARRAL ENERGY, INC., *et al.*,[2]	:	(Joint Administration Requested)
Debtors.	:	Case No. 20-_____ (___)
	:	**Hearing Date: To be determined**
	:	**Objection Deadline: To be determined**

JOINT MOTION FOR THE ENTRY OF (A) A PRELIMINARY APPROVAL ORDER (I) DIRECTING THE APPLICATION OF BANKRUPTCY RULE 7032, (II) PRELIMINARILY APPROVING THE SETTLEMENT, (III) APPOINTING THE SETTLEMENT ADMINISTRATOR, (IV) APPROVING FORM AND MANNER OF NOTICE TO CLASS MEMBERS, (V) CERTIFYING A CLASS, DESIGNATING A CLASS REPRESENTATIVE, AND APPOINTING CLASS COUNSEL FOR SETTLEMENT PURPOSES ONLY, (VI) SCHEDULING A SETTLEMENT FAIRNESS HEARING, AND (B) A JUDGMENT FINALLY APPROVING THE SETTLEMENT

Chaparral Energy, Inc. and its subsidiaries that are debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned cases (the "**2020 Bankruptcy Cases**"), and

[1] The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor's federal tax identification number, is Chaparral Energy, Inc. (0941). The Reorganized Debtor's address is 701 Cedar Lake Blvd., Oklahoma City, OK 73114.

[2] The Debtors in these cases, along with the last four digits (or five digits, in cases in which multiple Debtors have the same last four digits) of each Debtor's federal tax identification number, are: CEI Acquisition, L.L.C. (1817); CEI Pipeline, L.L.C. (6877); Chaparral Biofuels, L.L.C. (1066); Chaparral CO2, L.L.C. (1656); Chaparral Energy, Inc. (90941); Chaparral Energy, L.L.C. (20941); Chaparral Exploration, L.L.C. (1968); Chaparral Real Estate, L.L.C. (1655); Chaparral Resources, L.L.C. (1710); Charles Energy, L.L.C. (3750); Chestnut Energy, L.L.C. (9730); Green Country Supply, Inc. (2723); Roadrunner Drilling, L.L.C. (2399); and Trabajo Energy, L.L.C. (9753). The Debtors' address is 701 Cedar Lake Boulevard, Oklahoma City, OK 73114.

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Naylor Farms, Inc. (the "**Class Representative**") respectfully state the following in support of this joint motion (this "**Joint Motion**"):

RELIEF REQUESTED

1. The Debtors and the Class Representative, on behalf of itself and on behalf of similarly situated settlement class members (the "**Settlement Class Members**" or the "**Settlement Class**," excluding the Settlement Class Members that timely elect to opt-out of the Settlement Class), by and through their respective counsel, hereby seek the entry of:

A. a preliminary approval order (the "**Preliminary Approval Order**"), substantially in the form attached hereto as **Exhibit A**:

i. directing the application of Rule 7023 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and, by incorporation, Rule 23 of the Federal Rules of Civil Procedure (the "**Civil Rules**");

ii. preliminarily approving the *Settlement Agreement*, dated as of August 15, 2020, attached hereto as **Exhibit 1** to **Exhibit A** (the "**Settlement Agreement**" or the "**Settlement**")[3] among the Debtors, the Defendant (defined below), and the Class Representative (collectively, the "**Parties**");

iii. appointing JND Legal Administration ("**JND**") as the settlement administrator (the "**Settlement Administrator**");

iv. approving the form and manner of notice to the Settlement Class Members;

v. certifying the Settlement Class, designating Naylor Farms, Inc. as the Class Representative, and appointing Conner L. Helms of the Helms Law Firm and representative of Helms & Underwood, previously known as Helms, Underwood & Cook, as the settlement class counsel (the "**Settlement Class Counsel**") for settlement purposes only; and

vi. scheduling a final fairness hearing (the "**Settlement Fairness Hearing**") approximately 90 days after the entry of the Preliminary Approval Order, or as soon thereafter as is convenient for the Bankruptcy Court (defined below); and

[3] Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Settlement Agreement.

B. a judgment (the "**Judgment**"), substantially in the form attached hereto as **Exhibit B**, finally approving the Settlement Agreement pursuant to Civil Rule 23 and Bankruptcy Rule 7023 after the Settlement Fairness Hearing**.**

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), the Debtors consent to the entry of a final order by the Bankruptcy Court in connection with this Motion to the extent that it is later determined that the Bankruptcy Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue of the 2020 Bankruptcy Cases and related proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory predicates for the relief requested herein are sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), Rules 7023, 9014, and 9019 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 23 of the Federal Rules of Civil Procedure (the "**Civil Rules**").

INTRODUCTION

5. The Class Representative filed the Royalty Class Action Lawsuit (as defined below) against Chaparral Energy, L.L.C. ("**Defendant**") in 2011, alleging that Defendant underpaid royalties in violation of Oklahoma law by improperly deducting certain costs involved

in making the gas extracted from wells marketable. The Settlement Agreement proposes to resolve this litigation, as well as a related appeal pending before the United States Court of Appeals for the Third Circuit concerning a class proof of claim filed by the Class Representative in a prior bankruptcy proceeding (the "**2016 Class Proof of Claim**") initiated by the Defendant and certain of its Affiliates in 2016 (the "**Prior Bankruptcy Cases**").

6. Under the Settlement Agreement, the Settlement Class will receive a cash payment of $2.5 million on account of any claims that accrued after the petition date of the Prior Bankruptcy Cases. Defendant has also agreed to allow the class proof of claim in an aggregate amount of $45 million—half of the $90 million asserted in the 2016 Class Proof of Claim—on account of claims that accrued prior to the petition date of the Prior Bankruptcy Cases. That value will be distributed to the 2016 Class Claimants in the form of a cash-out payment pursuant to the 2020 prepackaged plan of reorganization (the "**2020 Plan**") as though the 2016 Class Claimants had received such equity prior to the commencement of these bankruptcy cases. In exchange, the Defendant will receive comprehensive releases of any claims that were or could have been asserted by the Settlement Class, providing a final resolution to litigation that began nearly nine years ago.

7. The Settlement is the result of hard-fought, arm's length negotiations between the Parties that spanned more than four years, with both sides represented by experienced and competent counsel who had more than sufficient information to rationally assess the Parties' respective strengths and weaknesses in the event that the Royalty Class Action Lawsuit were to go to trial. The Settlement provides the Settlement Class with immediate, certain, and reasonable value in exchange for the Settlement Class's release of claims, and it allows all Parties to avoid what would otherwise be protracted, expensive, and complex litigation

to reach a verdict at trial. It also provides creditors in the 2020 Bankruptcy Cases with the certainty they require to support the prepackaged 2020 Plan. As a result, the Settlement satisfies the applicable standards for approval under the Bankruptcy Code, the Bankruptcy Rules, and Civil Rule 23. Certification of the Settlement Class is also proper because, as explained below, a nearly identical class has been certified for trial purposes by the United States District Court for the Western District of Oklahoma, and the proposed class meets all the requirements for certification under Civil Rule 23.

8. The Parties propose to seek approval of the Settlement in two stages. In the first stage, the Bankruptcy Court would certify the Settlement Class for settlement purposes only, designate the Class Representative, and appoint Settlement Class Counsel. The Bankruptcy Court would also appoint the Settlement Administrator, approve the form and manner of notice to be provided to the Settlement Class, and preliminarily approve the Settlement. Upon such approvals, the Settlement Administrator would serve the Notice of Settlement, appraising Settlement Class Members of their ability to object at the Settlement Fairness Hearing. Then, at the Settlement Fairness Hearing, the Bankruptcy Court would hear argument on whether to approve the Settlement on a final basis, enter the Judgment, and approve the Class Fees and Expenses.[4]

9. The Parties believe that the Settlement Agreement is in the best interests of the Settlement Class Members, the Debtors, the Defendant, and all other relevant parties. Accordingly, the Parties respectfully request that the Bankruptcy Court enter the Preliminary Approval Order and the Judgment as set forth herein.

[4] Because the Settlement Agreement contemplates relief in connection with the Prior Bankruptcy Cases, including the allowance of the 2016 Class Proof of Claims, the Parties believe that it is appropriate to seek the requested relief in both the Prior Bankruptcy Cases and the 2020 Bankruptcy Cases, and have correspondingly made the relevant filings on both dockets.

BACKGROUND

I. The History of the Debtors

10. Chaparral Energy, Inc. and its subsidiaries are an independent oil and natural gas exploration and production company headquartered in Oklahoma City. Founded in 1988, the Company has over 212,000 net surface acres in the Mid-Continent region. The Company is focused in the oil window of the Anadarko Basin in the heart of Oklahoma, where it has approximately 114,000 net acres. The Company employs approximately 102 full-time and part-time personnel.

11. Chaparral Energy, L.L.C., a wholly owned subsidiary of Chaparral Energy, Inc. and a debtor in these 2020 Bankruptcy Cases, is an Oklahoma limited liability company with its principal place of business in Oklahoma. Chaparral Energy, L.L.C. operates approximately 2,500 oil and gas wells in the State of Oklahoma.

12. Certain of the Debtors previously filed chapter 11 petitions on May 9, 2016 and their cases remain pending.[5] Those debtors consummated a plan of reorganization (the "**Prior Bankruptcy Plan**") that converted $1.2 billion of prepetition debt to equity and eliminated approximately $100 million of annual interest, emerging from bankruptcy on March 21, 2017 at a time when commodity prices were recovering from their 2016 low. But since that time, oil and gas prices have declined precipitously, and as a result, the Debtors' capital structure and significant interest burden are not sustainable in current market conditions.

[5] More detail regarding the Prior Bankruptcy Cases and the events that preceded the Prior Bankruptcy Cases can be found in the *Declaration of Mark A. Fischer, Chief Executive Officer of Chaparral Energy, Inc. in Support of Chapter 11 Petitions and First Day Pleadings* (Docket No. 14) and the *Disclosure Statement for the Joint Plan of Reorganization for Chaparral Energy, Inc., and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (Docket No. 763), each of which was filed on the docket for the Prior Bankruptcy Cases.

13. On August 16, 2020 (the "**2020 Petition Date**"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these 2020 Bankruptcy Cases. No request for the appointment of a trustee or examiner has been made in these 2020 Bankruptcy Cases, and no committees have been appointed or designated.

II. The Royalty Class Action Lawsuit

14. On June 7, 2011, the Class Representative filed a putative class action lawsuit against Defendant in the United States District Court for the Western District of Oklahoma (the "**Oklahoma District Court**") on behalf of royalty owners in wells in that jurisdiction, asserting claims for breach of lease and breach of fiduciary duty based on Defendant's alleged underpaid royalties to royalty owners. *See Naylor Farms, Inc. v. Chaparral Energy, LLC*, No. 5:11-cv-00634-HE (the "**Royalty Class Action Lawsuit**"). In their amended complaint, plaintiffs alleged that Chaparral underpaid royalties by improperly deducting certain costs incurred by Chaparral in the course of calculating the applicable royalty amounts (the "**Amended Class Complaint**"). *See* First Am. Compl. ¶¶ 28-32, *Naylor Farms*, No. 5:11-cv-00634-HE (W.D. Okla. Oct. 21, 2011), ECF No. 26.

15. On October 13, 2015, the plaintiffs moved for class certification pursuant to Civil Rule 23(b)(3). While the class certification motion was pending before the Oklahoma District Court, Defendant and certain of its affiliates initiated the Prior Bankruptcy Cases in this Court. On July 22, 2016, the Class Representative filed a motion seeking limited relief from the automatic stay pursuant to section 362(d) of the Bankruptcy Code to permit the Oklahoma

District Court to determine whether to certify the class in the Royalty Class Action Lawsuit. Defendant stipulated to limited relief from stay to allow the class certification motion to proceed in the Oklahoma District Court and the Bankruptcy Court approved this resolution on August 16, 2016.

16. On August 15, 2016, the Class Representative filed the 2016 Class Proof of Claim in the Prior Bankruptcy Cases, which was later amended on February 16, 2017.

17. On January 17, 2017, the Oklahoma District Court—in accordance with the relief from the automatic stay granted by the Bankruptcy Court—entered an order granting the Class Representative's class certification motion, thereby certifying the class.

18. Shortly thereafter, on January 26, 2017, the Debtors filed an objection to the 2016 Class Proof of Claim (the "**Claim Objection**"). After conducting a hearing on February 28, 2017, the Bankruptcy Court took the Claim Objection under advisement.

19. On March 10, 2017, the Bankruptcy Court confirmed the Prior Bankruptcy Plan, which took effect on March 21, 2017 without any resolution of the Claim Objection. Soon thereafter, on May 24, 2017, the Bankruptcy Court issued a Memorandum Order determining that Bankruptcy Rule 7023 applied to the 2016 Class Proof of Claim and the Claim Objection would be denied.

20. On June 7, 2017, the Debtors appealed the Bankruptcy Court's denial of the Claim Objection to the United States District Court for the District of Delaware (the "**Delaware District Court**"). On September 24, 2019, the Delaware District Court affirmed the Bankruptcy Court's Memorandum Order. On November 5, 2019, the Debtors appealed the Delaware District Court's decision to the United States Court of Appeals for the Third Circuit (the "**Third Circuit**" and the proceeding initiated therein, the "**Third Circuit Appeal**"),

asserting that the Oklahoma District Court erred in affirming the Bankruptcy Court's order overruling the Debtors' Claim Objection and directing the application of Bankruptcy Rule 7023 (and, by extension, Civil Rule 23) to the Prior Bankruptcy Cases.

21. The Third Circuit Appeal remained pending when the parties reached an agreement in principle to settle the claims asserted in the Royalty Class Action Lawsuit. On July 7, 2020, the Third Circuit granted a joint motion for continuation of the oral argument on Defendant's appeal, originally scheduled for July 9, 2020.

22. At all times, the Defendant and Debtors have adamantly denied, and continue to deny, the claims asserted in the Royalty Class Action Lawsuit, and have vigorously defended against them.

III. Essential Terms of the Proposed Settlement

23. The Settlement Agreement provides for certification of the Settlement Class comprised of non-governmental royalty owners who own or owned mineral interests prior to the 2020 Petition Date covering wells operated by Chaparral in the State of Oklahoma, or in which Chaparral markets production, that produced natural gas and/or natural gas constituents or components, such as residue gas, natural gas liquids (or heavier liquefiable hydrocarbons), gas condensate or distillate, or casinghead gas and which is or was subject to a marketing arrangement including a percentage of proceeds, percentage of index and/or percentage of liquids arrangement and whose lease or leases with Chaparral include *Mittelstaedt* Clauses, with such Settlement Class commencing on June 1, 2006.

24. As set forth in the Settlement Agreement, within five business days of the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall transfer or cause to be transferred by wire transfer $2,500,000 (the "**Settlement Cash Proceeds**") into the Naylor

Settlement Account for the benefit of the Settlement Class. In addition, the Settlement Agreement provides for the payment of Class Fees and Expenses (which includes Settlement Class Counsel's attorneys' fees and the Class Representative's contribution award) in the amount of $1,000,000. The Settlement Proceeds shall be distributed by the Settlement Administrator to the Settlement Class Members in accordance with the Plan of Allocation and Distribution attached to the Settlement Agreement as **Exhibit A**. The material terms of the Settlement Agreement are as follows:[6]

a. Allowance of the 2016 Class Proof of Claim: The Debtors and the Class Representative agree to allow the 2016 Class Proof of Claim in an aggregate amount of $45,000,000, subject to the conditions set forth in the Agreement.

b. Certification of the Class for Settlement Purposes Only: The Settlement Class shall be certified for settlement purposes only, pursuant to Civil Rule 23(b)(3) as made applicable to these proceedings by Bankruptcy Rule 7023.

c. Appointment of a Settlement Administrator: JND Legal Administration shall be appointed as Settlement Administrator.

d. Designation of Class Representative: Naylor Farms, Inc. shall be designated as the Class Representative.

e. Appointment of Settlement Class Counsel: Conner L. Helms of the Helms Law Firm and representative of Helms & Underwood, previously known as Helms, Underwood & Cook shall be appointed as Settlement Class Counsel.

f. Stipulations: Two business days after the filing of the Joint Motion, the Parties will stipulate to the administrative closing of the Royalty Class Action Lawsuit. Following the Effective Date, the Parties will stipulate to the dismissal with prejudice of the Royalty Class Action Lawsuit and the Third Circuit Appeal.

[6] This summary of the Settlement Agreement is qualified in its entirety by the terms and provisions of the Settlement Agreement. To the extent that there are any inconsistencies between the description of the Settlement Agreement contained herein and the terms and provisions of the Settlement Agreement, the Settlement Agreement shall control.

g. Establishment of Settlement Account: Three business days after entry of the Preliminary Approval Order, the Settlement Administrator will establish the Naylor Settlement Account for the benefit of the Settlement Class.

h. Payments by Debtors: Within five business days of the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall transfer or cause to be transferred by wire transfer the Settlement Cash Payments to the Naylor Settlement Account.

i. Taxation of Settlement Distributions: Neither the Debtors nor the Reorganized Debtors nor the Defendant nor any Affiliate shall have any duties, obligations, or liabilities with regard to any income tax, gross production tax, severance tax, petroleum excise tax, or similar tax filings or payments that the members of the Settlement Class and/or Settlement Class Counsel may be required to make with respect to their respective shares of the Settlement Proceeds.

j. Administration Expenses: The Administration Expenses shall include costs, fees and/or expenses incurred or charged in connection with the following: (a) efforts to obtain current and accurate information regarding the identities and addresses of Settlement Class members; (b) preparation, mailing, and publication of all notices required to be sent to Settlement Class Members; (c) maintenance of the dedicated website to facilitate communications with Settlement Class Members and their access to information; (d) responding to telephone and electronic inquiries regarding the settlement by Settlement Class Members; (e) implementation of the Plan of Allocation and Distribution (including, but not limited to, the cost to print and mail Distribution Checks, and the cost of experts to calculate the allocation and distribution); (f) fees and expenses associated with the establishment and maintenance of the Naylor Settlement Account referenced below; (g) fees and expenses of the Settlement Administrator; and (h) costs of preparing and mailing Distribution Checks and tax documentation to members of the Settlement Class at the time specified in this Agreement.

k. Issuance of Notice of Settlement: The Settlement Administrator will send the Notice of Settlement, attached to the Preliminary Approval Order as **Exhibit 2**, by mail to the putative members of the Settlement Class for whom a mailing address can be found in Defendant's and the Debtors' current electronic databases containing the last-known addresses of royalty payees. The Settlement Administrator will publish the Notice of Settlement attached to the Preliminary Approval Order as **Exhibit 3** in (i) *The Daily Ardmoriete*, (ii) *Fairview Republican*, (iii) *Hughes County Tribune*, (iv) *McAlester News-Capital*, (v) *The Oklahoman*, (vi) *Tulsa World*, (vii) *Clinton Daily News*, and (viii) *Elk City Daily News*.

l. Releases: Each Settlement Class Member will grant releases for, among other things, all claims within the production periods of the Class Wells prior to the 2020 Petition Date for greater, additional, unpaid, late paid, or overpaid amounts of royalty and/or interest arising from any alleged breach or breaches of express royalty clauses or implied covenants in oil and gas leases, alleged failure to obtain the highest or best price; alleged violations or breaches of the Oklahoma Production Revenue Standards Act; alleged improper or unlawful deductions (of any kind) of/for production and postproduction costs from royalty (and/or based upon the direct and/or indirect factoring of such costs into the computation of royalties), including without limitation, use of gas for fuel, line loss, shrinkage, compression, use of gas for processing or compression, gathering, dehydration, blending, treating, fractionation, transportation, and storage fees, alleged claims for royalty or other payments for or based on Btu content of gas, natural gas liquids, casinghead gas, residue gas, helium, sulfur, and all other substances found in, or extracted or manufactured from, natural gas.

m. Released Parties: Released Parties include (a) the Defendant, the Affiliates of the Defendant, including those named on **Exhibit F** to the Settlement Agreement, and the Reorganized Debtors, and shall also include the respective past, present and future Affiliates, employees, officers, directors, limited partners, general partners, shareholders, managers, members, attorneys, agents and/or other representatives of such entities; and (b) other working interest owners in Class Wells, who shall also constitute Released Parties, but only to the extent the Defendant and/or the Affiliates of the Defendant marketed gas or gas constituents and paid royalty on behalf of such other working interest owners prior to the date on which the Judgment is entered.

n. Covenant Not to Sue: Except as otherwise provided in the Settlement Agreement, each Settlement Class Member agrees that, having received the benefits of the Settlement Consideration as consideration for releasing the Released Claims, under no circumstances will he/she/it seek to recover or receive, directly or indirectly, any further amount of money from the Defendant or any of the other Released Parties for any of the Released Claims during the Released Period. Each Settlement Class Member covenants not to sue any of the Released Parties for any of the Released Claims while Defendant pays royalty on the Class Wells.

o. Effect of Excessive Opt-Out: The Defendant has the right and option, in its sole discretion, to terminate the Settlement Agreement if members of the Settlement Class who have claims which, in the aggregate, exceed ten percent (10%) of the Settlement Proceeds, elect to opt-out of the Settlement.

p. Procedure for Approval of Fees and Expenses: Settlement Class Counsel and the Class Representative will file a motion seeking approval of the Class Fees and Expenses (the "**Fees and Expenses Motion**"). The Fees and Expenses Motion will be filed no later than 14 days before the objection deadline set forth in the Preliminary Approval Order. Settlement Class Counsel will request that the Fees and Expenses Motion be heard at the Settlement Fairness Hearing.

BASIS FOR RELIEF

I. The Bankruptcy Court Has Jurisdiction Over this Matter and Should Direct the Application of Bankruptcy Rule 7023 and Civil Rule 23

25. The Settlement will allow the Parties to avoid expensive and costly litigation and the uncertainty of litigating the Royalty Class Action Lawsuit to judgment. Because it is reasonably foreseeable that the Class Representative would object to a confirmation of the Debtors' restructuring plan absent the Settlement, and because there continue to be pending proceedings concerning the 2016 Class Proof of Claim in the Prior Bankruptcy Cases, Bankruptcy Rule 9014, governing contested matters, applies. *See* Fed. R. Bankr. P. 9014 advisory cmte. note (1982) ("Whenever there is an actual dispute, other than an adversary proceeding before the bankruptcy court, the litigation to resolve that dispute is a contested matter."); *see also* Fed. R. Bankr. P. 3020(b)(1) ("An objection to confirmation is governed by Rule 9014."); *In re Spring Ford Indus.*, No. 02-15015DWS, 2004 WL 231010, at *2 n.6 (Bankr. E.D. Pa. Jan. 20, 2004) ("While Rule 9014 does not define 'contested matter,' the advisory notes make clear that the term encompasses any actual dispute, other than an adversary proceeding . . . .").

26. Under Bankruptcy Rule 9014, a court may "direct that one or more of the other rules in Part VII shall apply." Fed. R. Bankr. P. 9014(c). Rule 7023, which is contained in Part VII, "expressly allows class certification in adversary actions . . . . Rule 9014 expands that Rule to contested matters, at the court's discretion." *In re Kaiser Grp. Int'l, Inc.*, 278 B.R. 58,

62 (Bankr. D. Del. 2002); *see also In re Zenith Labs., Inc.*, 104 B.R. 659, 663 (D.N.J. 1989) ("Thus, Rule 9014 permits the application of Rule 7023 and with it the latter's inclusion of Fed. R. Civ. P. 23."). The Parties agree that it is appropriate for the Bankruptcy Court to direct the application of Bankruptcy Rule 7023—and, by extension, Civil Rule 23—because the Settlement Agreement seeks to release claims.

II. The Bankruptcy Court Should Certify the Class, Designate a Class Representative, and Appoint Class Counsel Pursuant to Civil Rule 23[7]

a. The Bankruptcy Court Should Certify the Class

27. "Class actions serve an important function in our system of civil justice," *Gulf Oil Co. v. Bernard*, 452 U.S. 89, 99 (1981), and "[t]he Third Circuit has held that class actions should be looked upon favorably." *In re United Cos. Fin. Corp.*, 277 B.R. 596, 601 (Bankr. D. Del. 2002) (citing *Eisenberg v. Gagnon*, 766 F.2d 770, 785 (3d Cir. 1985)).

28. To certify a class for settlement purposes, a court must determine that Civil Rule 23(a), as well as Civil Rule 23(b)(1), (b)(2), or (b)(3), are satisfied. *Amchem Prods. v. Windsor*, 521 U.S. 591, 613-14 (1997); *In re Google, Inc. Cookie Placement Consumer Privacy Litig.*, 934 F.3d 316, 320 (3d Cir. 2019). The merits of the claims need not be adjudicated beyond what is necessary to determine whether the class satisfies these requirements. *See In re Hydrogen Peroxide Antitrust Litig.*, 552 F.3d 305, 316-17 (3d Cir. 2008).

29. Certification is warranted because the requirements of Civil Rules 23(a) and 23(b)(3) are easily satisfied. Indeed, the Oklahoma District Court previously certified a class for trial of similarly situated royalty owners, and that decision was upheld by the United States Court of Appeals for the Tenth Circuit. *See Naylor Farms, Inc. v. Chaparral Energy*, *LLC*, No.

[7] The positions expressed in this Section II are those of the Class Representative only and not of the Debtors. The Debtors do not dispute these positions solely for the purposes of the proposed Settlement.

civ-11-0634-HE, 2017 WL 187542 (W.D. Okla. Jan. 17, 2017), *aff'd*, 923 F.3d 779 (10th Cir. 2019).[8] As discussed below, the reasoning in those decisions amply supports certification of the Settlement Class that is proposed here.

i. Rule 23(a) is Satisfied

30. Civil Rule 23(a) includes four requirements for certification: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation. Fed. R. Civ. P. 23(a); *see also Amchem*, 521 U.S. at 613; *Johnston v. HBO Film Mgmt.*, 265 F.3d 178, 183 (3d Cir. 2001).

31. *Numerosity*. Civil Rule 23(a)(1) requires that the class be "so numerous that joinder of all members is impracticable . . . ." Fed. R. Civ. P. 23(a)(1). Joinder is impracticable when it would be "inefficient, costly, time-consuming, and probably confusing." *United Cos. Fin. Corp.*, 277 B.R. at 603 (quoting *Ardrey v. Fed. Kemper Ins. Co.*, 142 F.R.D. 105, 111 (E.D. Pa. 1992)). Courts can make common sense assumptions when making a finding of numerosity. *Id.* (quoting *Snider v. Upjohn Co.*, 115 F.R.D. 536, 539 (E.D. Pa. 1987)); *see also Johnston*, 265 F.3d at 184 (finding that "thousands of potential class members" would make joinder impracticable). Satisfaction of this requirement does not require a specific minimum number of class members; however, generally, if there are over forty members of the potential class, the numerosity requirement is satisfied. *See, e.g.*, *Stewart v. Abraham*, 275 F.3d 220, 226-27 (3d Cir. 2001) ("[G]enerally if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40, the first prong of Rule 23(a) has been met."). The numerosity requirement

[8] The Oklahoma District Court held that the class in the Royalty Class Action Lawsuit would be limited to include those "leases with *Mittelstaedt* Clauses." *Naylor Farms,* 2017 WL 187542, at *9. The proposed Settlement Class here is likewise limited to leases with *Mittelstaedt* Clauses—i.e., certain royalty provisions containing language that does not negate the implied duty of marketability. *See Mittelstaedt v. Santa Fe Minerals, Inc.*, 954 P.2d 1203, 1206 (Okla. 1998).

is easily satisfied here because the Settlement Class encompasses approximately 6,500 leases and more than 10,000 class members, rendering joinder impractical.

32. *Commonality.* Civil Rule 23(a)(2) requires that there be "questions of law or fact common to the class . . . ." Fed. R. Civ. P. 23(a)(2); *see also Walmart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011) ("That common contention . . . must be of such a nature that it is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke."). The commonality requirement is satisfied where "the named plaintiffs share at least one question of fact or law with the grievances of the prospective class." *In re Schering Plough Corp. ERISA Litig.*, 589 F.3d 585, 597 (3d Cir. 2009) (quoting *Baby Neal v. Casey*, 43 F.3d 48, 56 (3d Cir. 1994)). Further, "[c]ommonality does not require an identity of claims or facts among the class members." *Johnston*, 265 F.3d at 184. Factual differences among the claims of the prospective class members do not preclude a finding of commonality. *See Krell v. Prudential Ins. Co. of Am.*, 148 F.3d 283, 310 (3d Cir. 1998) ("A finding of commonality does not require that all class members share identical claims, and indeed 'factual differences among the claims of the putative class members do not defeat certification.'" (quoting *Baby Neal*, 43 F.3d at 56)).

33. As the Oklahoma District Court and the Tenth Circuit both concluded with respect to a class that is materially identical to the Settlement Class proposed by the Parties here, individual factual differences regarding oil and gas lease language, well location, or producing formations do not preclude a finding of commonality. *Naylor Farms*, 2017 WL 187524, at *5 (citations omitted) (because a majority of putative class members had leases that contained provisions known under Oklahoma state law as *Mittelstaedt* clauses, plaintiffs could "affirmatively demonstrate commonality on the implied duty of marketability," even "given

known variations in lease language"); *Naylor Farms,* 923 F.3d at 795-98 (same); *see also Naylor Farms v. Anadarko OGC Co.*, No. civ-08-668-R, 2009 WL 8572026, at *5 (W.D. Okla. Aug. 26, 2009) (concluding that "differing language of the leases is not an impediment to certification of the class on the basis of commonality"). The common questions among the Settlement Class Members include, among other things, "whether all classes leases contain the [implied duty of marketability]." *Naylor Farms*, 2017 WL 187524, at *3. For settlement purposes, the common questions raised in the Amended Class Complaint—including whether the leases contain the implied duty of marketability—generate common answers that would drive resolution of these claims, and therefore the commonality requirement is satisfied.

34. *Typicality.* Civil Rule 23(a)(3) requires that the "claims or defenses of the representative parties are typical of the claims or defenses of the class . . . ." Fed. R. Civ. P. 23(a)(3). In evaluating typicality, courts look to "whether the named plaintiffs' claims are typical, in common-sense terms, of the class, thus suggesting that the incentives of the plaintiffs are aligned with those of the class." *Beck v. Maximus, Inc.*, 457 F.3d 291, 295-96 (quoting *Baby Neal*, 43 F.3d at 55). A court must determine whether the named plaintiffs' personal circumstances are notably different, or if the legal theory underlying the named plaintiffs' claims is different, from those of the class members. *Johnston*, 265 F.3d at 184 (citing *Eisenberg*, 766 F.2d at 786). As long as the claims of the named plaintiffs and the claims of the prospective class members involve the same conduct by the defendant, the typicality requirement is satisfied, regardless of any factual differences between the claims. *Id.*

35. As the Oklahoma District Court concluded, varied language in the royalty agreements does not destroy typicality; the alleged practices at issue here (i.e., underpayment of royalties) could exist regardless of the amount of service gas needed to become marketable; and

specific defenses that the Defendant might raise against certain plaintiffs are insufficient to render the named plaintiffs unable to "prosecute the [actions] vigorously on behalf of the class." *Naylor Farms*, 2017 WL 187524, at *6-7 (quoting *Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1187-88 (10th Cir. 2002)). Because the claims of the Class Representative and the Settlement Class Members share the same essential characteristics (i.e., they all involve allegations concerning Defendant's method of calculating royalty), and the Class Representative does not allege that it was singled out in any respect, the typicality requirement is satisfied.

36. *Adequacy of Representation*. Civil Rule 23(a)(4) requires that the representative parties "fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). The adequacy inquiry includes two components: (1) the qualifications of the counsel to represent the class, and (2) any potential conflicts of interest between the named parties and the class they are seeking to represent. *Schering*, 589 F.3d at 602. The first component requires class counsel to be qualified and to serve the interests of the entire class. *Georgine v. Amchem Prods.*, 83 F.3d 610, 630 (3d Cir. 1996). The second requires the interests of the named plaintiffs be "sufficiently aligned" with those of the other class members. *Id.*

37. Here, the Class Representative and the Settlement Class Members are fully aligned for settlement purposes, and the Class Representative understands its duties as class representative. Further, Settlement Class Counsel is experienced in the field of oil and gas law and capable of ably representing the Settlement Class. The adequacy of representation requirement is therefore satisfied.

ii. Rule 23(b)(3) is Satisfied

38. Under Civil Rule 23(b)(3), class certification is proper where common questions of law or fact predominate over the questions affecting individual members of the

class, and where a class action is superior to any other potential methods to fairly and efficiently adjudicate the issue. Fed. R. Civ. P. 23(b)(3).

39. The predominance requirement incorporates the Rule 23(a) commonality requirement, although the predominance requirement is more demanding. *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 528 (3d Cir. 2004). To predominate, "the common issues must constitute a 'significant part' of the individual cases." *In re Chiang*, 385 F.3d 256, 273 (3d Cir. 2004) (quoting *Jenkins v. Raymark Indus., Inc.*, 782 F.2d 468, 472 (5th Cir. 1986)). The inquiry focuses on "whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 297 (3d Cir. 2011) (quoting *In re Ins. Broker Antitrust Litig.*, 579 F.3d 241, 266 (3d Cir. 2009)). It additionally requires a court to assess whether a class action can "achieve economies of time, effort, and expense, and promote uniformity of decision as to persons similarly situated." *Id.* (quoting Fed. R. Civ. P. 23(b)(3) advisory cmte. note (1966)). Further, the presence of individual questions for each class member does not mean that the common questions of law and fact do not predominate over those individual questions. *Chiang*, 385 F.3d at 273 (quoting *Eisenberg*, 766 F.2d at 786). Predominance does not require that each element of plaintiffs' claim is susceptible to class-wide proof, or that the common questions will be answered in favor of the class on the merits. *Amgen Inc. v. Conn. Ret. Plans*, 568 U.S. 455, 468-69 (2013).

40. The superiority requirement asks the court to balance, considering "fairness and efficiency," the merits of a class action as compared to the merits of other adjudicative methods. *Georgine*, 83 F.3d at 632. The rule provides courts with a list of relevant factors to consider: (1) the interest of class members in individually controlling the prosecution or defense of separate actions; (2) the extent and nature of litigation regarding the controversy

already begun by or against class members; (3) the desirability or undesirability of concentrating the litigation in the particular forum; and (4) the difficulties likely to be encountered in managing a class action. Fed. R. Civ. P. 23(b)(3).

41. With respect to predominance, the Oklahoma District Court concluded that the class was "sufficiently cohesive to warrant adjudication by representation" because plaintiffs provided evidence that their expert could determine damages on a class wide basis "through use of a model which permits well by well calculations." *Naylor Farms*, 2017 WL 187524, at *7-8. Predominance is satisfied for settlement purposes because all of the claims relate to whether Defendant took improper deductions from royalty owed to the Settlement Class Members, thereby breaching its duties under the leases.

42. With respect to superiority, the Oklahoma District Court concluded that "[b]ecause the amount an individual royalty owner would recover in this type of lawsuit would be dwarfed by the costs of bringing it," the superiority requirement was met. *Id.* at *9. That same rationale applies here. It would be inefficient for the judicial system as a whole—and economically infeasible for the Settlement Class Members—to bring individual suits outside of the class context. There are also no manageability concerns here with respect to the Settlement Class because, unlike a class that is certified for trial, the purpose of the Settlement Class is to settle the claims and avoid a trial altogether. *See Amchem*, 521 U.S. at 620 ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems, *see* Fed. Rule Civ. P. 23(b)(3)(D), for the proposal is that there be no trial.").

43. For these reasons, the Settlement Class should be certified for settlement purposes under Civil Rule 23.

III. The Bankruptcy Court Should Preliminarily Approve the Settlement.

44. Under Civil Rule 23(e), the settlement of a class action requires court approval based on a finding that the settlement is "fair, reasonable, and adequate . . . ." Fed. R. Civ. P. 23(e)(2). Judicial review of a proposed class action settlement typically proceeds in two stages: a preliminary fairness evaluation by the court, and a formal fairness hearing where the class members may object to the proposed settlement. *In re Nat'l Football League Players Concussion Injury Litig.*, 775 F.3d 570, 582-83 (3d Cir. 2014), *dismissing appeal from* 301 F.R.D. 191 (E.D. Pa. 2014); *Enteromedics, Inc. v. Blackford*, No. 17-cv-194, 2018 WL 4691046, at *2-3 (D. Del. Sept. 28, 2018).

45. At the preliminary approval stage, "counsel submit the proposed terms of the settlement to the court, and the court makes a 'preliminary fairness evaluation'" of the settlement's terms and evaluates the parties' proposed plan for notifying members of the settlement and their right to opt-out. *In re Wilmington Tr. Sec. Litig.*, No. 10-cv-0990, 2018 WL 3369674, at *4 (D. Del. July 10, 2018); *see also Harlan v. Transworld Sys, Inc.*, 302 F.R.D. 319, 324 (E.D. Pa. 2014). As to the merits of the settlement, "the court is required to determine only whether 'the proposed settlement discloses grounds to doubt its fairness or other obvious deficiencies . . . and whether it appears to fall within the range of possible approval.'" *Silvis v. Ambit Energy L.P.*, No. 14-5005, 2018 WL 1010812, at *6 (E.D. Pa. Feb. 22, 2018) (quoting *Nat'l Football League*, 301 F.R.D. at 198). "A settlement falls within the 'range of possible approval,' if there is a conceivable basis for presuming that the standard applied for final approval—fairness, adequacy, and reasonableness—will be satisfied." *Wilmington*, 2018 WL 3369674, at *4 (quoting *Mehling v. N.Y. Life Ins.*, 246 F.R.D. 467, 472 (E.D. Pa. 2007)); *see also Gates v. Rohm & Haas, Co.*, 248 F.R.D. 434, 438-39 (E.D. Pa. 2008) ("Preliminary approval . . .

is granted unless a proposed settlement is obviously deficient." (quotations and citation omitted)). The purpose of the inquiry is primarily to detect any issues with the settlement "that would risk making notice to the class, with its attendant expenses, and a hearing . . . futile gestures." *In re Nat'l Football League Players Concussion Injury Litig.*, 961 F. Supp. 2d 708, 714 (E.D. Pa. 2014) (quotations and citation omitted).

46. Some courts in the Third Circuit have looked to four factors in determining whether an "initial presumption of fairness" has been established: whether "(1) the negotiations occurred at arm's length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected." *In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 785 (3d Cir. 1995); *see also Harlan*, 302 F.R.D. 319, 324 (E.D. Pa. 2014) (same). Each factor counsels in favor of preliminary approval here or is otherwise neutral.

47. *First*, the negotiations occurred at arm's length. The Settlement was the product of four years of negotiation, with both sides ably represented by competent counsel who understood the nature of the claims that were asserted as well as the respective strengths and weaknesses of the Parties' positions in the event the claims were litigated to trial.

48. *Second*, there was sufficient discovery. The Royalty Class Action Lawsuit had already survived a class certification motion, pursuant to which the plaintiffs' claims were thoroughly analyzed and considered by both the Parties and the Oklahoma District Court following rigorous discovery related to class certification.

49. *Third*, the proponents of the settlement are experienced in litigation concerning royalty payments in the oil and gas context.

50. *Fourth*, all Settlement Class Members have the ability to opt-out of the Settlement prior to the Settlement Fairness Hearing, and therefore this factor does not counsel against preliminary approval.

51. At bottom, the Settlement—which is the product of good faith, arm's length negotiations between the Parties—provides certain and swift recovery to the Settlement Class Members, who otherwise face the prospect of years of expensive litigation and the possibility of no recovery at all. *See infr*a ¶¶ 40-41. It therefore falls well "within the range of reasonableness" sufficient to grant preliminary approval. *Gates*, 248 F.R.D. at 436.

IV. The Bankruptcy Court Should Approve the Form and Manner of the Proposed Notice of the Settlement and Approve the Retention of JND as the Settlement Administrator

52. Under Civil Rule 23(e)(1), a court must "direct notice in a reasonable manner to all class members who would be bound" by the settlement in question. Fed. R. Civ. P. 23(e)(1)(B). The notice pursuant to Civil Rule 23(e) is "designed to summarize the litigation and the settlement and to apprise class members of the right and opportunity to inspect the complete settlement documents, papers, and pleadings filed in the litigation." *Prudential*, 148 F.3d at 327 (internal quotations and citations omitted). In general, "the notice should contain sufficient information to enable class members to make informed decisions on whether they should take steps to protect their rights, including objecting to the settlement or, when relevant, opting out of the class." *In re Nat'l Football League Players Concussion Injury Litig.*, 821 F.3d 410, 435 (3d Cir. 2016) (quoting *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163, 180 (3d Cir. 2013)).

53. Upon this Court's approval, the Settlement Administrator will mail the Notice of Settlement, substantially in the form attached to the Preliminary Approval Order as

Exhibit 2, to each Settlement Class Member for whom the Debtors provide a mailing address.[9] The Parties propose that within ten (10) business days following the entry of the Preliminary Approval Order, the Settlement Administrator will service the Notice of Settlement upon each Settlement Class Member at the last known address of each Settlement Class Member according to the Debtors' electronic databases.

54. In addition, the Settlement Administrator will publish the Notice of Settlement, substantially in the form attached to the Preliminary Approval Order as **Exhibit 3**, in (i) *The Daily Ardmoriete*, (ii) *Fairview Republican*, (iii) *Hughes County Tribune*, (iv) *McAlester News-Capital*, (v) *The Oklahoman*, (vi) *Tulsa World*, (vii) *Clinton Daily News*, and (viii) *Elk City Daily News*.

55. The Notice of Settlement outlines the terms of the Settlement Agreement, notifies the Settlement Class of the anticipated motion for Class Fees and Expenses and Administration Expenses, and describes how each Settlement Class Member may obtain a copy of the Settlement Agreement.

56. Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(b), which requires a defendant to serve notice of a class action settlement upon the appropriate state and federal officials, the Settlement Administrator will serve notice, substantially in the form of that attached to the Preliminary Approval Order as **Exhibit 4,** upon the appropriate officials.

[9] In addition to notifying the Settlement Class Members of the Settlement and providing instructions on how to opt out, the Notice of Settlement also contains details concerning the releases under the 2020 Plan and the instructions and election form to opt out of those releases (as certain of the Settlement Class Members may be entitled to a distribution under the 2020 Plan, in accordance with the Plan of Allocation and Distribution, on account of the allowed 2016 Class Proof of Claim). The Debtors propose to include that opt-out information as part of the Notice of Settlement in order to minimize confusion and eliminate the cost and burden of a separate mailing.

57. As demonstrated by the Declaration of Jennifer M. Keough, Chief Executive Officer of JND Legal Administration (the "**Keough Declaration**"), JND possesses the requisite qualifications and experience to administer the Settlement Agreement and the Plan of Allocation and Distribution. An illustrative budget for providing the required notice to the Settlement Class and administering the Settlement is included as **Exhibit B** to the Keough Declaration. The Class Representative and the Debtors believe that JND should be appointed the Settlement Administrator for the reasons set forth therein, including the fact that JND currently serves as the settlement administrator for a comparable class action settlement involving oil and gas royalty deficiency claims in *In re Sheridan Holding Co. I, LLC, et al.*, No. 20-31844 (S.D. Tex.).

58. As attested to in the Keough Declaration, JND is a disinterested party in the 2020 Bankruptcy Cases. Although the Debtors do not propose to retain JND under section 327 of the Bankruptcy Code, JND has submitted the names of all known potential parties in interest (the "**Potential Parties in Interest**") in the 2020 Bankruptcy Cases for review. The list of Potential Parties in Interest was provided by the Debtors and included, among other things, the Debtors, significant equity holders, the Debtors' current and former directors and officers, secured creditors, top 30 unsecured creditors, vendors, and other parties. The results of the conflict check were compiled and reviewed by JND professionals and did not reveal any relationships that would present a disqualifying conflict of interest.

V. The Bankruptcy Court Should Schedule a Settlement Fairness Hearing

59. Following a preliminary approval and prior to final approval, Civil Rule 23 requires that courts hold a fairness hearing to allow objectors to submit briefs and present arguments against the settlement. Fed. R. Civ. P. 23(e)(1)(C); *see also GMC Pick-Up Truck*, 55

F.3d at 778, 781 (court reviewing terms of proposed class action settlement must hold a fairness hearing before formally certifying the class). It is at this stage of the process at which proponents of the agreement must show that the settlement is "fair, reasonable, and adequate." *Prudential*, 148 F.3d at 316 (quoting *GMC Pick-Up Truck*, 55 F.3d at 785); *see also* Annotated Manual for Complex Litigation, Fourth § 21.634 (at fairness hearing, parties may present experts, witnesses, and objectors may appear and testify).

60. In accordance with the 90-day notice requirement under the Class Action Fairness Act, *see* 28 U.S.C. § 1715(d), the Parties propose that the Bankruptcy Court schedule the Settlement Fairness Hearing no less than 90 days from the entry of the Preliminary Approval Order.

VI. After the Fairness Hearing, the Bankruptcy Court Should Approve the Settlement Agreement and Grant Related Relief on a Final Basis

a. The Settlement Satisfies the Requirements of Bankruptcy Rule 9019 and Section 363(b) of the Bankruptcy Code

61. This Court should finally approve the Settlement Agreement following the Settlement Fairness Hearing. Bankruptcy Rule 9019(a) provides that, "after notice and a hearing, the court may approve a compromise or settlement." Fed. R. Bankr. P. 9019(a). As courts routinely recognize, "[c]ompromises are favored in bankruptcy" in order to "minimize litigation and expedite the administration of a bankruptcy estate[.]" *In re Martin*, 91 F.3d 389, 393 (3d Cir. 1996) (citing 9 Collier on Bankruptcy ¶ 9019.03[1] (15th ed. 1993)); *In re Novapro Holdings, LLC*, No. 14-10895-LSS, 2019 WL 1324950, at *4 (D. Del. Mar. 25, 2019) (quoting *Martin*, 91 F.3d at 393). The decision of whether to approve the settlement is "within the sound discretion of the [c]ourt." *In re Managed Storage*, No. 09-10368 (MWF), 2020 WL 1532390, at *4 (Bankr. D. Del. Mar. 31, 2020) (citing *In re Nortel Networks, Inc.*, 522 B.R. 491, 510 (Bankr.

D. Del. 2014)). In evaluating a settlement, the role of the court is to "assess and balance the value of the claim that is being compromised against the value to the estate of the acceptance of the compromise proposal." *Martin*, 91 F.3d at 393. The settlement need not be the "best possible compromise" available to the debtor. *Managed Storage*, 2020 WL 1532390, at *4 (citing *Nortel*, 522 B.R. at 510). Rather, "the court need only conclude that the settlement falls within the reasonable range of litigation possibilities somewhere above the lowest point in the range of reasonableness." *Id.*

62. At the core of the court's evaluation of the settlement is a determination of whether or not the settlement is "fair and equitable." *In re Energy Future Holdings Corp.*, 648 F. App'x 277, 281 (3d Cir. 2016) (citing *In re Nutraquest, Inc.*, 434 F.3d 639, 644 (3d Cir. 2006)); *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968). In order to make that determination, the Bankruptcy Court "need not conduct a mini-trial or a full evidentiary hearing," *Managed Storage*, 2020 WL 1532390, at *4 (citing *In re Capmark Fin. Grp. Inc.*, 438 B.R. 471, 515 (Bankr. D. Del. 2010)), and the Bankruptcy Court does not require "all of the information necessary to resolve the factual dispute, for by doing so, there would be no need of settlement." *NovaPro*, 2019 WL 1324950, at *4 (citing *In re Key3Media Grp. Inc.*, 336 B.R. 87, 92 (Bankr. D. Del. 2005)). The Third Circuit has set forth four criteria to consider when determining whether to approve a proposed settlement under Bankruptcy Rule 9019: "(1) the probability of success in litigation; (2) the likely difficulties in collection; (3) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (4) the paramount interest of the creditors." *Martin*, 91 F.3d at 393; *see also Nutraquest,* 434 F.3d at 644-45 (applying the *Martin* factors); *NovaPro*, 2019 WL 1324950, at *5-6 (same).

63. Although the Bankruptcy Code generally restricts the ability of a trustee to sell an estate's assets outside the ordinary course of business, section 363(b) of the Bankruptcy Code provides that the "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). The purpose of section 363 is "to allow a trustee (or debtor-in-possession) the flexibility to engage in ordinary transactions without unnecessary creditor and bankruptcy oversight, while protecting creditors . . . when transactions are not ordinary." *In re Roth Am. Inc.*, 975 F.2d 949, 952 (3d Cir. 1992) (citations omitted). Where there is a legitimate business justification for the use of assets outside the ordinary course of business, courts will defer to the debtor's judgment. *Martin*, 91 F.3d at 395 ("[U]nder normal circumstances the court would defer to the trustee's judgment so long as there is a legitimate business justification."); *see also In re Filene's Basement, LLC*, No. 11-13511 (KJC), 2014 WL 1713416, at *12 (Bankr. D. Del. April 29, 2014) ("Transactions under [section] 363 must be based upon the sound business judgment of the debtor or trustee . . . . [W]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct." (citations and quotations omitted)).[10]

64. The Settlement Agreement satisfies the standards for approval under both Bankruptcy Rule 9019 and section 363(b) of the Bankruptcy Code, and it should be approved pursuant to both of those provisions.

65. *First*, the Defendant's probability of success in litigating the Royalty Class Action Lawsuit is uncertain. Although the Defendant continues to adamantly deny the claims

[10] The Parties additionally seek relief from the 14-day stay applicable under 11 U.S.C. § 6004(h) so that the Settlement Agreement may be effectuated expeditiously.

asserted against it, it cannot be certain that it would succeed in defending the Royalty Class Action Lawsuit if the lawsuit were to be litigated to judgment. Indeed, the Oklahoma District Court already ruled in favor of plaintiffs' class certification motion, and that decision was upheld by the Tenth Circuit Court of Appeals. *See Naylor Farms*, 2017 WL 187542, *aff'd*, 923 F.3d 779 (10th Cir. 2019). Further, the Bankruptcy Court previously overruled an objection to the 2016 Class Proof of Claim filed in the Prior Bankruptcy Cases, and that decision was upheld by the Delaware District Court. *See In re Chaparral Energy, Inc.*, 571 B.R. 642 (Bankr. D. Del. 2017), *aff'd*, 2019 WL 4643849 (D. Del. Sept. 24, 2019). The Settlement Agreement was also negotiated at arm's length between the Debtors and plaintiffs' Class Counsel, and it reflects the parties' shared understanding that the proposed resolution of plaintiffs' claims is fair and equitable in light of the parties' respective positions in the litigation. Accordingly, the Defendant's probability of successfully defending against the claims asserted against it is uncertain, and the Settlement Agreement is fair and reasonable in the context of that uncertainty.[11]

66. *Second*, litigation of the Royalty Class Action Lawsuit would necessarily give rise to expense, inconvenience, and delay for all parties involved. The Debtors have already expended considerable resources in litigating these claims, which have now been pending for nearly nine years. The claims that are asserted against the Defendant are complex, and resolution through litigation would undoubtedly require extensive merits discovery and expert witness testimony, along with the attendant costs—not only in dollars, but also in time and attention from the Reorganized Debtors' management. Further, the Debtors are litigating on

[11] In the event that the Settlement Agreement is not approved by the Bankruptcy Court or the Settlement Agreement does not become binding and enforceable for any reason, the Parties reserve all of their rights.

multiple tracks. In addition to the proceedings before the Oklahoma District Court, an appeal remains pending before the Third Circuit concerning the objection to the 2016 Class Proof of Claim. The Settlement Agreement would resolve both of these matters and avoid extensive legal fees and other associated costs and expenses that the Debtors would incur if they were required to litigate these claims to judgment.

67. *Third*, the Settlement is in the paramount interest of the creditors. The Settlement Agreement is supported by the Ad Hoc Group of Senior Noteholders represented by Stroock & Stroock & Lavan LLP, who have an interest in ensuring that the Settlement Agreement maximizes the value available to the Debtors' estates. The Settlement provides creditors with certainty, as it conclusively resolves plaintiffs' claims and avoids the potential for a much larger judgment against Chaparral as well as the legal costs and expenses associated with continued litigation. It also serves as a keystone of the 2020 Plan, as the certainty that it provides is important to maintaining creditor support; and further, the Settlement provides the basis for the 2016 Class Claimants' recoveries under the 2020 Plan.[12]

68. For these reasons, the Parties respectfully submit that the Settlement Agreement satisfies the required standards for approval under applicable law and that as such, the Bankruptcy Court should accordingly approve the Settlement Agreement pursuant to Bankruptcy Rule 9019 and section 363 of the Bankruptcy Code.

b. The Settlement Satisfies the Requirements of Civil Rule 23

69. Federal Rule of Civil Procedure 23(e) requires that "[t]he claims, issues, or defenses of a certified class . . . may be settled, voluntarily dismissed, or compromised only

[12] The second factor, ease of collection, is not relevant here, and it therefore does not counsel against approval of the Settlement.

with the court's approval." Fed. R. Civ. P. 23(e). Thus, a class action may be settled "only after a hearing and only on finding that [the settlement] is fair, reasonable, and adequate[.]" Fed. R. Civ. P. 23(e)(2); *see also Halley v. Honeywell Int'l, Inc.*, 861 F.3d 481, 488 (3d Cir. 2017) ("[A] class action cannot be settled without the approval of the court and a determination that the proposed settlement is fair, reasonable, and adequate." (quoting *Prudential*, 148 F.3d at 316)); *Nat'l Football League*, 821 F.3d at 436 ("A class action cannot be settled without court approval based on a determination that the proposed settlement is fair, reasonable, and adequate."). The purpose of the fairness inquiry under Civil Rule 23(e) is to protect "unnamed class members from unjust or unfair settlements affecting their rights when the representatives become faint hearted before the action is adjudicated." *Nat'l Football League*, 821 F.3d at 436 (quoting *Amchem*, 521 U.S. at 623). "In deciding the fairness of a proposed settlement . . . 'the evaluating court must, of course, guard against demanding too large a settlement based on its views of the merits of the litigation; after all, settlement is a compromise, a yielding of the highest hopes in exchange for certainty and resolution.'" *Prudential*, 148 F.3d at 316-17 (quoting *GMC Pick-Up Truck*, 55 F.3d at 806 (citations omitted)).

70. Courts in the Third Circuit consider the nine non-exclusive factors set forth in *Girsh v. Jepson*, 521 F.2d 153, 156-57 (3d Cir. 1975) in determining whether to approve a proposed class action settlement: "(1) the complexity, expense, and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action throughout the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement

fund to a possible recovery in light of all the attendant risks of litigation." *Halley*, 861 F.3d at 488 (quotations and alterations omitted) (quoting *Girsh*, 521 F.2d at 156-57); *see also Google, Inc.*, 934 F.3d at 322 (same).

71. Courts also consider, where relevant, the following additional factors set forth in the Third Circuit's decision in *Prudential*: "(1) the maturity of the underlying substantive issues, as measured by experience in adjudicating individual actions, the development of scientific knowledge, the extent of discovery on the merits of liability and individual damages; (2) the existence and probable outcome of claims by other classes and subclasses; (3) the comparison between the results achieved by the settlement for individual or subclass members and the results achieved—or likely to be achieved—for other claimants; (4) whether class or subclass members are accorded the right to opt-out of the settlement; (5) whether any provisions for attorney's fees are reasonable; and (6) whether the procedure for processing individual claims under the settlement is fair and reasonable." *Halley*, 861 F.3d at 488-89 (quoting *Prudential*, 148 F.3d at 323); *see also Nat'l Football League*, 821 F.3d at 437 ("Unlike the *Girsh* factors, each of which the district court must consider before approving a class settlement, the *Prudential* considerations are just that, prudential." (quoting *Baby Prods.*, 708 F.3d at 174)). Both the *Girsh* and *Prudential* factors strongly favor approval of the Settlement.

72. *First*, as described above, the subject matter of the litigation is complicated and technical, involving thousands of different leases and wells and a class period spanning more than a decade. The litigation was initiated nearly nine years ago, and the Settlement would resolve cases that are pending in two different forums—the Royalty Class Action Lawsuit before the Oklahoma District Court, and Chaparral's appeal in connection with the 2016 Class Proof of Claim in the Third Circuit. Continued litigation would likely require

years before the Settlement Class Members would face any prospect of a meaningful recovery, whereas the Settlement provides certain and immediate value. Litigation would also undoubtedly consume substantial resources—including attorneys' fees, expert fees, and other costs—on both sides. Thus, the "probable costs, in both time and money, of continued litigation" weigh heavily in favor of approval. *See In re Cendant Corp. Litig.*, 264 F.3d 201, 233 (3d Cir. 2001) (quoting *GMC Pick-Up Truck*, 55 F.3d at 812).

73. *Second*, the Settlement is supported by the Class Representative and Class Counsel, who negotiated at arm's length with Defendant for over four years, and all Settlement Class Members will be afforded the opportunity to opt-out of the Settlement[13] and object to any of its terms at the Settlement Fairness Hearing. If objections are raised, the Bankruptcy Court and the Parties may address them as appropriate.

74. *Third*, the litigation is sufficiently advanced such that "counsel had an adequate appreciation of the merits of the case before negotiating." *Cendant*, 246 F.3d at 235 (quoting *GMC Pick-Up Truck*, 55 F.3d at 813). The parties have already litigated a class certification motion and completed discovery in connection with that motion.

75. *Fourth* and *fifth*, the plaintiffs face meaningful risks in establishing liability and damages. Defendant has denied (and continues to deny) liability, and there is a real possibility that the Settlement Class Members would receive nothing if they litigated the Royalty Class Action Lawsuit to judgment. Potential barriers to establishing liability and/or damages include, among other things, the express terms of the leases; custom and usage in the industry regarding the interpretation of lease provisions, including how that custom changed over time;

[13] To avoid the unnecessary cost and administrative burden of multiple mailings to the class action plaintiffs, the Debtors will also provide the plaintiffs with the opportunity to opt-out of the voluntary releases contained in Article VIII of the Plan in connection with the settlement of the claims related to the Class Action Lawsuit.

differences in the quality of gas from one well to another; the place at which gas from specific wells first becomes a marketable product; changes in the marketing arrangements for gas for particular wells over time; and the difficulty in distinguishing between costs necessary to transform gas into a marketable product and costs that enhance the value of gas that is already marketable. Thus, the Settlement Class Members would have to confront significant obstacles before they could obtain any meaningful recovery if the litigation were to proceed to trial, as set forth in more detail under the eighth factor below.

76. *Sixth*, there is a possibility that the class could not be maintained through trial, including because of potential manageability concerns. But even if that were not the case, this factor should be afforded minimal weight, especially given the risks that the class would face in obtaining any recovery even if the class could be maintained.

77. *Seventh*, there is no evidence that Defendant has any ability to withstand a judgment in an amount greater than the value provided to the Settlement Class Members under the Settlement. To the contrary, the Debtors have faced a historic decline in oil and natural gas prices in recent months, which has been exacerbated by the COVID-19 pandemic and other macroeconomic conditions. Though the Debtors presently lack the ability to "withstand a judgment for an amount significantly greater than the [s]ettlement[,]" *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 538 (3d Cir. 2004) (quoting *Cendant*, 264 F.3d at 240), confirmation of the 2020 Plan (in conjunction with approval of the Settlement Agreement, which is closely tied to the 2020 Plan) will permit the Debtors to emerge from bankruptcy as a stronger and more viable enterprise.

78. *Eighth* and *ninth*, the settlement is reasonable "in light of the best possible recovery" and "in light of the risks the parties would face if the case went to trial." *Id.* Even if

plaintiffs could establish liability in the Royalty Class Action Lawsuit (which Defendant has adamantly denied and continues to deny) or defeat the Debtors' Third Circuit Appeal, there are significant risks that the Settlement Class Members' recovery would be minimal at best.

79. With respect to the Third Circuit Appeal, the best possible outcome for the 2016 Class Claimants is that the 2016 Class Proof of Claim is allowed in amount of $90 million (as opposed to $45 million under the Settlement Agreement). Since that claim would be equitized pursuant to the Prior Bankruptcy Plan, the equity issued on account of that claim would entitle the class to $112,784 of value under the 2020 Plan—added value of only $55,353 compared to the value that the class will be entitled to receive if the 2016 Class Proof of Claim if allowed in an amount of $45 million. Moreover, since the Settlement Class Members' claims arising on or prior to the date on which the Prior Bankruptcy Cases were commenced were discharged and barred as a result of the Bankruptcy Court's confirmation of the Prior Bankruptcy Plan, Settlement Class Members would have no recourse outside of the Settlement to obtain any recovery on account of those claims above and beyond what may be provided for on account of the 2016 Class Proof of Claim.

80. In addition, the relevant *Prudential* factors counsel in favor of approval. The underlying dispute is nearly nine years old, and the Parties' understandings with respect to the merits of the claims is well-developed; all Settlement Class Members have the opportunity to opt-out of the settlement if they choose; the provision for attorney's fees is reasonable in light of the complexity and duration of the litigation, among other things; and the procedure for processing individuals claims under the Settlement is reasonable.

81. At bottom, the Settlement provides the Settlement Class Members with certain and immediate value. Considered in light of the cost and risk of protracted litigation, the

Settlement is "fair, reasonable, and adequate" as to the Settlement Class, *Halley*, 861 F.3d at 488, and it should therefore be approved pursuant to Civil Rule 23(e).

NOTICE

82. The Debtors will provide notice of this motion to: (a) the U.S. Trustee for the District of Delaware; (b) the holders of the 20 largest unsecured claims against the Debtors (on a consolidated basis); (c) the Ad Hoc Group of Senior Noteholders represented by Stroock & Stroock & Lavan LLP; (d) the RBL Lender Group represented by Vinson & Elkins LLP; (e) the United States Attorney's Office for the District of Delaware; (f) the Internal Revenue Service; (g) the United States Securities and Exchange Commission; (h) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (i) the state attorneys general for states in which the Debtors conduct business; and (j) any party that requests service pursuant to Bankruptcy Rule 2002.

WHEREFORE, the Class Representative and the Debtors respectfully request that the Bankruptcy Court enter the Preliminary Approval Order and the Judgment, granting the relief requested herein and such other relief as the Bankruptcy Court deems appropriate under the circumstances.

Dated: August 16, 2020
Wilmington, Delaware

/s/ Seth A. Niederman
Seth A. Niederman (No. 4588)
FOX ROTHSCHILD LLP
919 N. Market Street, Suite 300
Wilmington, DE 19801-3046
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- and -

Conner L. Helms (*pro hac vice* pending)
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Proposed Settlement Class Counsel

/s/ Amanda R. Steele
John H. Knight (No. 3848)
Amanda R. Steele (No. 5530)
Brendan J. Schlauch (No. 6115)
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Proposed Counsel for Debtors and Debtors in Possession and Counsel to the Reorganized Debtor

- and -

Damian S. Schaible (*pro hac vice* pending)
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Proposed Counsel for Debtors and Debtors in Possession

Exhibit A

Preliminary Approval Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
CHAPARRAL ENERGY, INC.,	:	Case No. 16-11144 (LSS)
Reorganized Debtor.[1]	:	
In re:	:	Chapter 11
CHAPARRAL ENERGY, INC., *et al.*,[2]	:	Case No. 20-_____ (___)
Debtors.	:	(Jointly Administered)

PRELIMINARY APPROVAL ORDER (I) DIRECTING THE APPLICATION OF BANKRUPTCY RULE 7023, (II) PRELIMINARILY APPROVING THE SETTLEMENT, (III) APPOINTING THE SETTLEMENT ADMINISTRATOR, (IV) APPROVING FORM AND MANNER OF NOTICE TO CLASS MEMBERS, (V) CERTIFYING A CLASS, DESIGNATING A CLASS REPRESENTATIVE, AND APPOINTING CLASS COUNSEL FOR SETTLEMENT PURPOSES ONLY, (VI) SCHEDULING A SETTLEMENT FAIRNESS HEARING, AND (VII) GRANTING RELATED RELIEF

Upon the joint motion[3] of Chaparral Energy, Inc. and its subsidiaries that are debtors and debtors in possession (collectively, the "**Debtors**") in the Chapter 11 Cases and the Class

[1] The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor's federal tax identification number, is Chaparral Energy, Inc. (0941). The Reorganized Debtor's address is 701 Cedar Lake Blvd., Oklahoma City, OK 73114.

[2] The Debtors in these cases, along with the last four digits (or five digits, in cases in which multiple Debtors have the same last four digits) of each Debtor's federal tax identification number, are: CEI Acquisition, L.L.C. (1817); CEI Pipeline, L.L.C. (6877); Chaparral Biofuels, L.L.C. (1066); Chaparral CO2, L.L.C. (1656); Chaparral Energy, Inc. (90941); Chaparral Energy, L.L.C. (20941); Chaparral Exploration, L.L.C. (1968); Chaparral Real Estate, L.L.C. (1655); Chaparral Resources, L.L.C. (1710); Charles Energy, L.L.C. (3750); Chestnut Energy, L.L.C. (9730); Green Country Supply, Inc. (2723); Roadrunner Drilling, L.L.C. (2399); and Trabajo Energy, L.L.C. (9753). The Debtors' address is 701 Cedar Lake Boulevard, Oklahoma City, OK 73114.

[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Joint Motion for the Entry of (A) a Preliminary Approval Order (I) Directing the Application of Bankruptcy Rule 7032, (II) Preliminarily Approving the Settlement, (III) Appointing the Settlement Administrator, (IV) Approving Form and Manner of Notice to Class Members, (V) Certifying a Class, Designating a Class* (cont'd)

Representative (as defined in the Settlement Agreement attached hereto as **Exhibit 1** (the "**Settlement Agreement**")) for entry of a preliminary approval order (i) directing the application of rule 7023 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and by incorporation, rule 23 of the Federal Rules of Civil Procedure (the "**Civil Rules**"), (ii) preliminarily approving the Settlement Agreement, (iii) appointing the Settlement Administrator, (iv) approving form and manner of notice to Settlement Class members, (v) certifying the Settlement Class, designating a Class Representative, and appointing Class Counsel for settlement purposes only, (vi) scheduling a Settlement Fairness Hearing, and (vii) granting related relief; all as more fully set forth in the Joint Motion and the Settlement Agreement; and the Court having jurisdiction to consider the matters raised in the Joint Motion pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Joint Motion pursuant to 28 U.S.C. § 157; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Joint Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Joint Motion and opportunity for a hearing on the Joint Motion having been given to the Notice Parties, under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Joint Motion; and the Court having held a hearing on the Joint Motion (the "**Hearing**"); and the Court having found that the legal and factual bases set forth in the Joint Motion and at the Hearing establish just cause for the relief granted herein; and the Court having

(cont'd from previous page)

Representative, and Appointing Class Counsel for Settlement Purposes Only, (VI) Scheduling a Settlement Fairness Hearing, and (B) a Judgment Finally Approving the Settlement (the "**Joint Motion**").

determined that the relief requested in the Joint Motion being in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Settlement Agreement is preliminarily approved pursuant to Civil Rule 23 and Bankruptcy Rules 7023, 9014, and 9019.

2. The Plan of Allocation and Distribution attached as **Exhibit A** to the Settlement Agreement is hereby approved.

3. JND Legal Administration is appointed as the Settlement Administrator to administer the Settlement Agreement and the Plan of Allocation and Distribution as set forth in the Settlement Agreement. The Debtors are hereby authorized to pay the Settlement Administrator's fees as an Administration Expense.

4. The form of the notice to be sent to the Settlement Class Members (the "**Notice of Settlement**") attached to this Preliminary Approval Order as **Exhibit 2** and the service of the Notice of the Settlement by the Settlement Administrator to each Settlement Class Member, at the last known address of each Settlement Class Member according to the Debtors' current electronic databases (or as updated by the Settlement Administrator's searches for current addresses or as may otherwise be determined by the Parties) comports with all applicable law and is hereby approved.

5. The form of notice to be published in (i) *The Daily Ardmoriete*, (ii) *Fairview Republican*, (iii) *Hughes County Tribune*, (iv) *McAlester News-Capital*, (v) *The Oklahoman*, (vi) *Tulsa World*, (vii) *Clinton Daily News*, and (viii) *Elk City Daily News* attached to this Preliminary Approval Order as **Exhibit 3** is hereby approved.

6. The form of notice attached to this Preliminary Approval Order as **Exhibit 4** to be served in accordance with the Class Action Fairness Act upon the appropriate (a) State official of each State in which a Settlement Class Member resides and (b) Federal official is hereby approved.

7. The Notice of Settlement shall be mailed by first-class mail, postage prepaid, by the Settlement Administrator within ten (10) business days following the entry of this Preliminary Approval Order.

8. No later than seven (7) business days prior to the Settlement Fairness Hearing, Settlement Class Counsel shall cause to be filed with the Court a declaration that: (a) attests to the date(s) of mailing and publication of the Notice of Settlement; and (b) includes an exhibit, filed under seal, containing the names and addresses of the putative members of the Settlement Class to whom the Notice of Settlement was mailed.

9. The Settlement Class shall include:

> All non-governmental royalty owners who own or owned mineral interests prior to the Petition Date covering wells operated by Chaparral in the State of Oklahoma, or in which Chaparral markets production, that produced natural gas and/or natural gas constituents or components, such as residue gas, natural gas liquids (or heavier liquefiable hydrocarbons), gas condensate or distillate, or casinghead gas and which is or was subject to a marketing arrangement including a percentage of proceeds, percentage of index and/or percentage of liquids arrangement and whose lease or leases with Chaparral include *Mittelstaedt* Clauses, with such Settlement Class commencing on June 1, 2006.

10. The Settlement Class is approved for settlement purposes only pursuant to Civil Rule 23 and Bankruptcy Rules 7023 and 9014.

11. Naylor Farms, Inc. is hereby designated as the Class Representative for settlement purposes only. No aspect of the Settlement Agreement improperly grants preferential treatment to the Class Representative.

12. Conner L. Helms of the Helms Law Firm and representative of Helms & Underwood, previously known as Helms, Underwood & Cook is hereby appointed as Settlement Class Counsel for settlement purposes only.

13. For the purposes of the Settlement Agreement, the Court finds that: (a) the Settlement Class is so numerous that joinder of all Class Members is impracticable; (b) there are questions of law or fact common to the Settlement Class; (c) the claims of the Class Representative are typical of the claims or defenses of the Settlement Class; (d) Naylor Farms, Inc., as Class Representative, and Conner L. Helms of the Helms Law Firm and representative of Helms & Underwood, previously known as Helms, Underwood & Cook, as Settlement Class Counsel, will fairly and adequately represent and protect the interests of the Settlement Class Members; (e) questions of law or fact common to members of the Settlement Class predominate over any questions affecting only individual members; and (f) a class action is superior to other available methods for fairly and efficiently adjudicating the controversy because: (i) the royalty owners who comprise the Settlement Class have little interest in individually controlling the prosecution of separate actions; (ii) no litigation concerning the controversy other than the Royalty Class Action Lawsuit and the litigation concerning the 2016 Class Proof of Claim that is currently pending before the Court of Appeals for the Third Circuit has been filed; (iii) it is desirable to concentrate the settlement of the claims in this forum; and (iv) no difficulties in managing the proposed Settlement as a class action appear.

14. If any putative member of the Settlement Class does not wish to be a member of the Settlement Class, then such party may opt out of the Settlement Class by following the procedures set forth in the Notice of Settlement and mailing the opt-out to the

Settlement Administrator at the address provided in the Notice of Settlement for its receipt on or before 5:00 p.m. prevailing Central Time on [•], 2020.

15. The Court shall conduct the Settlement Fairness Hearing on [•], 2020 at [•] prevailing Eastern Time, at the United States Bankruptcy Court for the District of Delaware, Courtroom [•], 824 North Market Street, Wilmington, Delaware, 19801, to consider, among other things, final approval of the Settlement Agreement and the Fees and Expenses Motion (as defined below). The Court may adjourn the Settlement Fairness Hearing without further notice of any kind.

16. At least fourteen days before the Objection Deadline (as defined below), the Class Representative and Settlement Class Counsel shall file a motion for approval and payment of Class Counsel fees and expenses, the Class Representative's contribution fee, and the administrative expenses of settlement to be paid from the Settlement Proceeds ("**Fees and Expenses Motion**") for consideration as set forth in the Settlement Agreement and Notice of Settlement. The Settlement Administrator shall post the Fees and Expenses Motion on the website established for the administration of the Settlement Agreement promptly following the filing of the Fees and Expenses Motion.

17. Objections or other responses to final approval of the Settlement Agreement and/or to the Fees and Expenses Motion are to be filed with the Court and served upon the parties listed below, so that they are received by all parties by [•], 2020 ("**Objection Deadline**"):

a. Davis Polk & Wardwell LLP, Attn: Angela Libby, James McClammy, and Jacob Weiner, 450 Lexington Avenue, New York, NY 10017, angela.libby@davispolk.com, james.mcclammy@davispolk.com, and jacob.weiner@davispolk.com;

b. Richards, Layton & Finger, P.A., Attn: John H. Knight, Amanda R. Steele, and Brendan J. Schlauch, One Rodney Square, 920 North King Street,

Wilmington, DE 19801, knight@rlf.com, steele@rlf.com, and schlauch@rlf.com;

c. Crowe & Dunlevy, Attn: John J. Griffin, Jr., 324 North Robinson Avenue, Suite 100, Oklahoma City, OK 73102, john.griffin@crowedunlevy.com;

d. Helms Law Firm, Attn: Conner Helms, 1 NE 2nd Street, Suite 202, Oklahoma City, OK 73104, conner@helmslegal.com;

e. Vinson & Elkins LLP, Attn: William L. Wallander and Bradley Foxman, Trammell Crow Center 2001 Ross Avenue, Suite 3900 Dallas, TX 75201, bwallander@velaw.com and bfoxman@velaw.com;

f. Stroock & Stroock & Lavan LLP, Attn: Erez E. Gilad and Samantha Martin, 180 Maiden Lane, New York, NY 10038, egilad@stroock.com and smartin@stroock.com; and

g. The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801.

18. Objections or other responses must (a) be in writing, (b) identify the owner number(s) and well name(s) as they appear on the check stubs of the member of the Settlement Class, and (c) state with particularity the legal and factual basis for such objection or other response to the Settlement Agreement or the Fees and Expenses Motion.

19. If the Settlement Agreement is not approved, is voided, terminated, or fails to become effective for any reason, the Class Representative, the Settlement Class, and the Debtors shall be returned to the status quo that existed immediately prior to the date of execution of the Settlement Agreement.

20. This Court retains jurisdiction to construe, interpret, enforce, and implement the Settlement Agreement and this Preliminary Approval Order.

Exhibit 1

Settlement Agreement

Execution Version

SETTLEMENT AGREEMENT

This Settlement Agreement, including all exhibits attached hereto (collectively, the "Agreement"), is entered into as of August 15, 2020, by and between the plaintiff Class Representative (as defined below in section 1.7), on behalf of itself and as representative of the Settlement Class (as defined below in section 1.30), and the defendant Chaparral Energy, L.L.C. ("Defendant"). Together the Class Representative, Settlement Class, and Defendant are referred to as the "Parties."

RECITALS

A. *Whereas*, on June 7, 2011, plaintiff Naylor Farms, Inc. filed a putative class action lawsuit against Chaparral Energy, L.L.C. styled *Naylor Farms, Inc. v. Chaparral Energy, LLC*, No. 5:11-cv-00634-HE, in the District Court for the Western District of Oklahoma (the "Oklahoma District Court"), on behalf of royalty owners in wells in the Western District of Oklahoma, asserting claims for breach of lease and breach of fiduciary duty based on Defendant's alleged underpaid royalties to royalty owners (the "Royalty Class Action Lawsuit"). Harrell's LLC (together with Naylor Farms, Inc., "Plaintiffs") was added as a plaintiff in the First Amended Complaint filed on October 21, 2011. The Plaintiffs moved for class certification on October 13, 2015 in the Oklahoma District Court (the "Class Certification Motion").

B. *Whereas*, on May 9, 2016, after the Class Certification Motion was fully briefed and while it was under consideration by the Oklahoma District Court, the Defendant and certain of its affiliates filed voluntary petitions under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), 11 U.S.C. §§ 101–1532 in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court," and the proceeding initiated therein, the "Prior Bankruptcy Cases").

C. *Whereas*, on July 22, 2016, Plaintiffs filed a motion seeking limited relief from the automatic stay pursuant to section 362(d) of the Bankruptcy Code to permit the Oklahoma District Court to adjudicate the Class Certification Motion, which had been stayed by the Prior Bankruptcy Cases. The Defendant consented to a lift of the automatic stay to allow the Oklahoma District Court to determine whether to certify the class in the Class Action.

D. *Whereas*, on August 15, 2016, Plaintiffs filed a class proof of claim (Claim #1316), which was subsequently amended on February 16, 2017 (Claim #2179; as amended, the "2016 Class Proof of Claim") in the Prior Bankruptcy Cases. On January 17, 2017, the Oklahoma District Court entered an order granting the Class Certification Motion. On January 26, 2017, the Defendant filed an objection to the 2016 Class Proof of Claim (the "Claim Objection"). After conducting a hearing on February 28, 2017, the Bankruptcy Court took the Claim Objection under advisement.

E. *Whereas*, on March 10, 2017, a plan of reorganization in the Prior Bankruptcy Cases was confirmed by the Bankruptcy Court (the "Prior Bankruptcy Plan"), which took effect on March 21, 2017 without any resolution of the Claim Objection. On May 24, 2017, the Bankruptcy Court issued a Memorandum Order determining that Bankruptcy Rule 7023 applied to the 2016 Class Proof of Claim and the Claim Objection would be denied.

F. *Whereas*, on June 7, 2017, Defendant appealed the Bankruptcy Court's denial of the Claim Objection to the United States District Court for the District of Delaware (the "Delaware District Court"). On September 24, 2019, the Delaware District Court affirmed the Bankruptcy Court's Memorandum Order.

G. *Whereas*, on November 5, 2019, Defendant appealed the Delaware District Court's decision to the United States Court of Appeals for the Third Circuit (the "Third Circuit"). On July 7, 2020, after the parties reached an agreement in principle to settle the Royalty Class Action Lawsuit, the Third Circuit granted a joint motion for a continuation of the oral argument originally scheduled for July 9, 2020.

H. *Whereas,* Defendant has adamantly denied, and continues to deny, the claims asserted in the Royalty Class Action Lawsuit.

I. *Whereas,* Chaparral Energy, Inc. (as debtor and debtor in possession, and together with its debtor affiliates in the jointly administered chapter 11 cases, collectively the "Debtors") filed voluntary petitions under chapter 11 of the Bankruptcy Code in the Bankruptcy Court commencing the proceeding styled *In re Chaparral Energy, Inc., et al*, Case No. [•] (the "2020 Bankruptcy Cases").

J. *Whereas,* all Parties acknowledge and agree that further prosecution and defense of the Royalty Class Action Lawsuit would be protracted and expensive and, having taken into account the uncertainty and risks inherent in any such litigation, have determined that it is desirable to compromise and settle all claims in the Royalty Class Action Lawsuit (and other such claims, as set forth herein) with respect to the Settlement Class described in this Agreement and to seek approval, implementation of and administration of this Settlement in the Bankruptcy Court.

K. *Whereas*, the Class Representative (on behalf of itself and as the representative of the Settlement Class) and Defendant have worked to resolve their differences, and have elected to settle those differences under the terms of this Agreement rather than litigate their respective positions to conclusion.

L. *Whereas*, the Parties intend by this Agreement to resolve claims of the Settlement Class against Defendant and Affiliates of Defendant and to resolve all other Released Claims (as defined below) in accordance with the terms of this Agreement.

M. *Whereas*, the Parties have agreed to consent to the certification of a class for settlement purposes only, in order to fulfill and implement the terms of this Agreement.

Now, therefore, the Class Representative (on behalf of itself and as the representative of the Settlement Class), the Settlement Class, the Settlement Class Counsel, and Defendant, in consideration of the execution of this Agreement, the mutual promises contained herein, the benefits to be received hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all Parties to this Agreement, hereby agree as follows:

Article I.
DEFINITIONS

The following terms and phrases shall have the following meanings under the provisions of this Agreement, whether used in the singular or plural, and whether in the possessive or non-possessive:

1.1 **"2016 Class Claimants"** shall mean the creditors holding claims against Defendant as of May 9, 2016 related to alleged underpayments of oil and gas royalties, as set forth in the 2016 Class Proof of Claim.

1.2 "**2020 Plan**" shall mean the Debtors' prepackaged chapter 11 plan of reorganization approved by the Bankruptcy Court in the 2020 Bankruptcy Cases.

1.3 **"Administration Expenses"** shall mean the reasonable expenses incurred by the Settlement Administrator pursuant to the Plan of Allocation and Distribution which is attached hereto as **Exhibit A**, and the Orders of the Bankruptcy Court which relate to the administration of this Agreement. Such expenses shall be paid by the Debtors or the Reorganized Debtors and shall include costs, fees and/or expenses incurred or charged by the Settlement Administrator in connection with the following:

(a) Efforts to obtain current and accurate information regarding the identities and addresses of Settlement Class members;

(b) Preparation, mailing, and publication of all notices required to be sent to Settlement Class members;

(c) Maintenance of the dedicated website to facilitate communications with Settlement Class members and their access to information;

(d) Responding to telephone and electronic inquiries regarding the settlement by Settlement Class members;

(e) Implementation of the Plan of Allocation and Distribution (including, but not limited to, the cost to print and mail Distribution Checks, and the cost of experts to calculate the allocation and distribution);

(f) Fees and expenses associated with the establishment and maintenance of the Naylor Settlement Account referenced below;

(g) Fees and expenses of the Settlement Administrator; and

(h) Costs of preparing and mailing Distribution Checks and tax documentation to members of the Settlement Class at the time specified in this Agreement.

The Debtors and Reorganized Debtors will reasonably cooperate with Settlement Class Counsel and the Settlement Administrator as they work to notify the members of the Settlement Class of

this Agreement and to distribute the Settlement Consideration to the Settlement Class Members and answer their questions or the questions of the Bankruptcy Court.

1.4 **"Affiliate**," whether capitalized or not, shall mean any entity that directly or indirectly (through one or more intermediaries) controls, or is controlled by, or is under common control with, the Defendant. As used in this definition, "controls" and "controlled" mean the ability to direct or cause the direction of the management and policies of another entity, whether by ownership, voting rights, or otherwise. A list of the Defendant's principal affiliates is attached as **Exhibit G**. These Affiliates are excluded from the Settlement Class. However, the definition of Affiliate contained in this section shall control if any Affiliate is not identified on **Exhibit G**.

1.5 **"Chaparral"** shall mean Chaparral Energy, Inc.

1.6 **"Class Fees and Expenses"** shall mean (a) payment to Settlement Class Counsel of fees, costs, and expenses in the amount of $850,000.00, which shall include any reimbursement of disbursements by Settlement Class Counsel; and (b) payment of a Class Representative Fee, also known as a case contribution award or incentive award, to be paid to the Class Representative, in the total amount of $150,000.00. For the avoidance of doubt, Class Fees and Expenses are separate and distinct from (and not included within) the Settlement Cash Proceeds, and no additional payments to any attorneys acting or purporting to act on behalf of the Settlement Class shall be made except as set forth in this Agreement.

1.7 **"Class Representative"** shall mean Naylor Farms, Inc.

1.8 **"Class Wells"** shall mean the oil and gas wells/properties that are included in the definition of the Settlement Class. **Exhibit F** hereto is a list of properties that are believed to comprise the Class Wells. However, the definition of Class Wells contained in this section 1.8 shall control in the event any such wells are not described in **Exhibit F**.

1.9 **"Defendant's Counsel"** shall mean Crowe & Dunlevy and Davis Polk & Wardwell LLP.

1.10 **"Distribution Check"** shall mean a check payable to the order of a Settlement Class Member as the distribution of the Settlement Class Member's share of the Settlement Cash Proceeds pursuant to the approved Plan of Allocation and Distribution. The Settlement Administrator shall cause to be issued and mailed checks to the Settlement Class Members as identified on the Summary Final Distribution Report in the amounts shown thereon. Each check shall itemize by Class Well the Settlement Class Member's distribution of the Settlement Cash Proceeds. The Settlement Administrator shall include notice language on or with each Distribution Check issued substantially similar to the following language or as otherwise required by the Bankruptcy Court:

> As a royalty owner and Settlement Class Member in the *Naylor Farms, Inc. v. Chaparral Energy, LLC* class action lawsuit, No. 5:11-cv-00634-HE, United States District Court for the Western District of Oklahoma and as settled as part of the proceedings in *In re Chaparral Energy, Inc.*, Case No. [•] in the United States Bankruptcy Court for the District of

Delaware, the enclosed Distribution Check represents your total share of the Settlement Cash Proceeds.

The distribution described above to members of the Settlement Class is based on the assumptions that: (a) for sales that occurred during the Released Period, the buyer was entitled to receive payment for all past claims covered by the settlement; and (b) if royalty interests passed through inheritance, devise, intra-family or interfamily transfers, that it was the intent that the heir, devisee or transferee also receive payment for all past claims covered by the Settlement. To the extent that these assumptions are incorrect or you are not the proper party to receive this payment, the Bankruptcy Court has approved the Plan of Allocation and Distribution which provides that the Settlement Class Member who receives payment shall in turn make the correct payment to the proper party or parties entitled thereto or return the funds to the Settlement Administrator.

The royalty owner(s) who is the intended recipient of the funds reflected in this Check, and anyone to whom the payment has been assigned, as a Settlement Class Member, accepts this settlement payment pursuant to the Notice of Settlement, and Judgments related thereto. The Judgments fully, completely and unconditionally release Defendant and other Released Parties from the Released Claims, as defined in the Agreement. The Settlement Class Member also agrees to fully, completely and unconditionally release the Defendant and other Released Parties, including but not limited to, the Class Representative, Settlement Class Counsel, and the Settlement Administrator in the manner set forth in the Agreement. For additional information, including the definitions of capitalized terms used herein, see [website address].

This Distribution Check, but not the binding effect of the Settlement, shall be null and void if not endorsed and presented to the financial institution or trust company in which the Naylor Settlement Account is established by the earlier of (a) the "Void Date" shown on the Distribution Check, or (b)

> ninety (90) days from the date when the Settlement Administrator mails the Distribution Check to the Settlement Class Member.

On the back of each check, next to the place for the Settlement Class Member's endorsement, the Settlement Administrator shall include language substantially similar to the following language or as otherwise required by the Bankruptcy Court:

> By endorsing and/or depositing this check, the payee is further evidencing his/her/its acceptance and acknowledgment of all the terms and conditions of the Agreement approved by the Bankruptcy Court as part of the 2020 Bankruptcy Cases styled [*In re Chaparral, Inc.*, Case No. 20-XXXXX (XXX)] in the United States Bankruptcy Court for the District of Delaware, and fully, completely and unconditionally releasing all Released Claims and Released Parties in accordance with the Agreement.

1.11 **"Distribution Date"** shall mean the date on which the Distribution Checks are first mailed to Settlement Class Members; the first mailing shall occur within 45 days of the Effective Date.

1.12 **"Effective Date"** shall mean the date on which the Judgments entered in both the Prior Bankruptcy Cases and the 2020 Bankruptcy Cases have become Final and Non-Appealable.

1.13 **"Final and Non-Appealable"** shall mean that a Judgment approving this Agreement and the proposed class settlement contemplated under this Agreement, is "Final and Non-Appealable" when 14 days have passed after the date of entry of the Judgment without the filing in any court of: (i) any motion which would legally extend the time to appeal the Judgment, or which challenges or seeks reconsideration, modification or vacation of the Judgment; or (ii) an appeal. If an appeal is filed, the Judgment becomes Final and Non-Appealable when (a) the appellate court enters an order or judgment dismissing or overruling the relief requested and that order or judgment itself becomes final and no longer subject to further review in any court, or (b) the appeal is voluntarily dismissed.

1.14 **"Final Undistributed Fund"** shall mean any monies from the Settlement Consideration that remain in the Naylor Settlement Account, including: (a) Uncashed Distribution Checks; and (b) Undistributed Proceeds.

1.15 **"Judgments"** shall mean the orders of the Bankruptcy Court entered pursuant to rules 7023 and 9019 of the Federal Rules of Bankruptcy Procedure in the Prior Bankruptcy Cases and the 2020 Bankruptcy Cases approving this Agreement between Defendant and the Settlement Class in accordance with the terms of this Agreement, which Judgments shall be substantially in the form of **Exhibit C** hereto.

1.16 **"Lien"** shall have the meaning set forth in in section 101(37) of the Bankruptcy Code.

1.17 **"*Mittelstaedt* Clause"** shall mean lease language considered by the Oklahoma Supreme Court in *Mittelstaedt v. Santa Fe Minerals, Inc.*, 954 P.2d 1203 (Okla. 1998); *TXO Prod. Corp. v. State ex rel. Comm'rs of Land Office*, 903 P.2d 259 (Okla. 1994); and *Wood v. TXO Prod. Corp.*, 854 P.2d 880 (Okla. 1992).

1.18 **"Naylor Settlement Account"** shall mean the account selected and established by the Settlement Administrator to receive the deposit of the Settlement Cash Proceeds at the time specified elsewhere in this Agreement. The Settlement Administrator shall, in its sole and unfettered discretion, select the depository for the Settlement Cash Proceeds, whether a national or state banking institution, other financial institution, or trust company, and the type of account, whether interest or non-interest bearing. The selections shall be final and binding on the Class Representative and the Settlement Class. Upon deposit of the Settlement Cash Proceeds into the Naylor Settlement Account, the Settlement Cash Proceeds shall inure first to the benefit of the Settlement Class, subject to (and unless otherwise provided by): (a) the terms of this Agreement; (b) the Final and Non-Appealable Judgments approving this Agreement; and (c) the Plan of Allocation and Distribution. Funds may be withdrawn from this Account only upon court order.

1.19 **"Notice of Settlement"** shall mean the notice to the members of the Settlement Class of: (a) this Agreement; (b) the request for Class Fees and Expenses; and (c) the Settlement Fairness Hearing. The Notice of Settlement shall be substantially in the form of **Exhibit D** and **Exhibit E** hereto.

1.20 **"Opt-Out Deadline"** shall mean the date by which the putative members of the Settlement Class must elect to opt-out of the Settlement Class as set forth in the Preliminary Approval Order.

1.21 **"Petition Date"** shall mean the date on which the Debtors commenced the 2020 Bankruptcy Cases.

1.22 **"Plan of Allocation and Distribution"** shall mean the reasonably designed methodology for allocating and distributing the Settlement Consideration to Settlement Class Members attached as **Exhibit A** hereto. The Plan of Allocation and Distribution must be approved by the Bankruptcy Court.

1.23 **"Plan of Notice"** shall mean the following procedures for providing Notice of Settlement to the members of the Settlement Class. Within ten (10) business days after entry of the Preliminary Approval Order, the Settlement Administrator will (a) send the Notice of Settlement, **Exhibit D**, by mail to the putative members of the Settlement Class for whom a mailing address can be found in Defendant's current electronic database containing last-known addresses of royalty payees, that Defendant will provide for implementation of this Agreement; and (b) publish the Notice of Settlement, **Exhibit E**, in (i) *The Daily Ardmoriete*, (ii) *Fairview Republican*, (iii) *Hughes County Tribune*, (iv) *McAlester News-Capital*, (v) *The Oklahoman*, (vi) *Tulsa World*, (vii) *Clinton Daily News*, and (viii) *Elk City Daily News*. The Settlement Administrator shall provide Settlement Class Counsel with a spreadsheet identifying by royalty owner number, name, complete mailing address, and email address(es), each member of the Settlement Class to whom the Notice of Settlement is mailed or otherwise provided.

1.24 **"Preliminary Approval Order"** shall mean the order (or orders) of the Bankruptcy Court in the Prior Bankruptcy Cases and the 2020 Bankruptcy Cases (a) preliminarily approving this Agreement, (b) approving the Settlement Administrator, (c) approving the form and manner of notice to Settlement Class Members, (d) scheduling a Settlement Fairness Hearing, and (e) certifying the Settlement Class for settlement purposes only, including appointing the Class Representative and Settlement Class Counsel. The Preliminary Approval Order shall also provide that if this Agreement is not approved, is voided, terminated, or fails to become effective for any reason the Parties shall be returned to the status quo that existed immediately prior to the date of execution of this Agreement. The Preliminary Approval Order shall conform, in all material respects, with the form of order **Exhibit B** hereto.

1.25 **"Released Claims"** shall mean and include all claims, demands, actions, causes of action, allegations, compulsory or permissive counterclaims, credits, off-sets, defenses, rights, obligations, costs, fees, losses, and damages of any and every kind or nature, known or unknown, whether in law or equity, in tort or contract, or arising under any statute or regulations, that are associated with the marketing, movement, treatment, processing, sale, trade, calculation, reporting, allocation, payment, and similar acts/activities relating in whole or in part to royalty on gas and its constituents produced from the Class Wells (including residue gas, natural gas liquids, fuel gas, casinghead gas, drip condensate, condensate, helium, nitrogen, and any other forms of hydrocarbon gas production or products therefrom) and on-lease and off-lease use of such gas during the Released Period. The Released Claims specifically include, but are not limited to, those claims that arise from or in connection with acts or omissions of any of the Released Parties (including, but not limited to, all intentional or negligent misconduct), which were or could have been asserted, made, or described in the operative petition, complaint, or amended complaint, and the answers or counterclaims in the Royalty Class Action Lawsuit, and shall also include and release any alternative theories of recovery for the same claims, actions, or subject matter that could have been asserted in the Royalty Class Action Lawsuit, even if not asserted.

Without limiting the generality of the foregoing, Released Claims additionally means and includes: all claims within the Released Period for greater, additional, lesser, unpaid, late paid, or overpaid amounts of royalty and/or interest arising from any alleged breach or breaches of express royalty clauses or implied covenants in oil and gas leases; alleged failure to obtain the highest or best price; alleged violations or breaches of the Oklahoma Production Revenue Standards Act; alleged improper or unlawful deductions (of any kind) of/for production and postproduction costs from royalty (and/or based upon the direct and/or indirect factoring of such costs into the computation of royalties), including without limitation, use of gas for fuel, line loss, shrinkage, compression, use of gas for processing, gathering, dehydration, blending, treating, fractionation, transportation, and storage fees, alleged claims for royalty or other payments for or based on Btu content of gas, natural gas liquids, casinghead gas, residue gas, helium, sulfur, and all other substances found in, or extracted or manufactured from, natural gas. Such Released Claims shall additionally include any and all claims for interest, statutory interest, penalties, attorneys' fees and other litigation expenses related to the Released Claims, and by way of clarification shall include and subsume any form of claim, allegation and/or cause of action asserting that the check stubs or royalty statements were in any way wrong, incorrect, inaccurate, incomplete, misleading, fraudulent, or were in any other manner improper.

The Released Claims shall include all claims with respect to all volumes of hydrocarbon gas production from Class Wells during the Released Period for which the Defendant (including its affiliated predecessors and affiliated successors and affiliated operators) are or were the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners). This includes the gross working interest of the Defendant in Class Wells, and shall also extend to and release all of the claims against the Defendant with respect to volumes of hydrocarbon production attributable to other persons and entities who sold their share of such production in Class Wells through the Defendant, with the Defendant having computed and distributed royalties on behalf of such third party working interest owners.

The Settlement Class Members agree that, in consideration of the benefits they are receiving under this Agreement, under no circumstances will they seek to recover or receive, directly or indirectly, any further amount of money from either the Defendant, its attorneys, or any other Released Party for any of the Released Claims. By way of example, but without limitation of the generality of the foregoing, the Settlement Class Members agree that they will not seek to recover from any outside operator(s) of any of the Class Wells the alleged royalty underpayments and other sums which are alleged to be owing by the Defendant and which are part of the Released Claims. For the consideration stated herein, each Settlement Class Member additionally covenants not to sue the Defendant or any other person or entity for any part of the production volumes associated with Defendant's interest in the Class Wells, or for any monetary relief or other relief associated with such volumes of production; rather, such matters are hereby released as part of the Released Claims.

The releases set forth herein are intended to release known and unknown claims as described herein. The Parties know that presently unknown or unappreciated facts could materially affect the claims or defenses of the Parties relating to the issues being settled in this Agreement and the desirability of entering into this Agreement. It is nevertheless the intent of the Parties to give the full and complete releases set forth herein.

1.26 **"Released Parties"** shall collectively refer to (a) the Defendant, the Affiliates of the Defendant, including those named on **Exhibit G**, and the Reorganized Debtors, and shall also include the respective past, present and future Affiliates, employees, officers, directors, limited partners, general partners, shareholders, managers, members, attorneys, agents and/or other representatives of such entities; and (b) other working interest owners in Class Wells, who shall also constitute Released Parties, but only to the extent the Defendant and/or the Affiliates of the Defendant marketed gas or gas constituents and paid royalty on behalf of such other working interest owners prior to the date on which Judgments in both the Prior Bankruptcy Cases and the 2020 Bankruptcy Cases have been entered.

1.27 **"Released Period"** shall mean the production periods of the Class Wells prior to the date on which the Judgment in the 2020 Bankruptcy Cases is entered.

1.28 **"Reorganized Debtors"** shall mean, collectively, a Debtor, or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the effective date of the 2020 Plan.

1.29 **"Settlement Administrator"** shall mean the person or entity to be appointed to administer this Agreement and the Plan of Allocation and Distribution until released from its duties by court order.

1.30 **"Settlement Class"** shall mean the below-described class that the Parties have agreed should be certified for settlement purposes only, pursuant to the Preliminary Approval Order. The Settlement Class is to be specifically defined as follows:

> All non-governmental royalty owners who own or owned mineral interests prior to the Petition Date covering wells operated by Chaparral in the State of Oklahoma, or in which Chaparral markets production, that produced natural gas and/or natural gas constituents or components, such as residue gas, natural gas liquids (or heavier liquefiable hydrocarbons), gas condensate or distillate, or casinghead gas and which is or was subject to a marketing arrangement including a percentage of proceeds, percentage of index and/or percentage of liquids arrangement and whose lease or leases with Chaparral include *Mittelstaedt* Clauses, with such Settlement Class commencing on June 1, 2006.

provided, however, that the term "Settlement Class" shall not include any putative members of the Settlement Class who timely and properly elect to opt-out of this Settlement.

1.31 **"Settlement Class Counsel"** shall mean Conner L. Helms of the Helms Law Firm and representative of Helms & Underwood, previously known as Helms, Underwood & Cook.

1.32 **"Settlement Class Member"** shall mean a person or entity who remains in the Settlement Class, i.e. a member of the Settlement Class who does not opt-out. For the avoidance of doubt, the Class Representative is a Settlement Class Member.

1.33 **"Settlement Consideration"** shall mean the settlement payments and distributions set forth in section 2.3 of this Agreement.

1.34 **"Settlement Fairness Hearing"** shall mean the proceedings to be held before the Bankruptcy Court to determine whether this Agreement should be approved as fair, adequate, and reasonable; whether the Judgments should be entered; and whether the motion for payment of Class Fees and Expenses should be approved.

1.35 **"Settlement Cash Proceeds"** shall mean $2,500,000.00.

1.36 **"Summary Final Distribution Report"** shall mean the summary chart prepared by Settlement Class Counsel or the Settlement Administrator to show the distribution of the Settlement Consideration to each member of the Settlement Class for whom an address and amount of distribution can be determined. Defendant will cooperate and provide non-privileged information, accessible to Defendant in the ordinary course of business, reasonably requested by the Settlement Administrator or Settlement Class Counsel but will not be responsible for the calculation of or distribution from the Summary Final Distribution Report.

1.37 **"Suspense Accounts"** shall mean collectively, each account of a royalty interest owner in a Class Well operated by Chaparral as of the Petition Date that is not in pay status in the last available revenue transaction report for the Class Well that the Debtors provide to Settlement Class Counsel.

1.38 **"Third Circuit Appeal"** shall mean the appeal pending before the United States Court of Appeals for the Third Circuit captioned *Chaparral Energy, L.L.C. v. Naylor Farms, Inc. & Harrel's LLC*, Case No. 19-3491.

1.39 **"Uncashed Distribution Checks"** shall mean any Distribution Check payable to a Settlement Class member that is not endorsed and presented to the financial institution or trust company in which the Naylor Settlement Account is established by the earlier of (a) the "Void Date" shown on the Distribution Check, or (b) ninety (90) days from the date when the Settlement Administrator mails the Distribution Check to the Settlement Class Member.

1.40 **"Undistributed Proceeds"** shall mean any money that remains in the Naylor Settlement Account after allocation of the Settlement Consideration to Settlement Class Members pursuant to the Plan of Allocation and Distribution, including any funds from the Settlement Cash Proceeds that are unclaimed or that cannot, through reasonable diligence, be distributed to Settlement Class Members within two (2) years of the Effective Date.

1.41 **"Unlocated Settlement Class Member"** shall mean (a) a Settlement Class Member who is not identifiable from the last revenue transaction report for the Class Well or from the information obtained from the successor third party operator, or (b) a Settlement Class Member who is identifiable, but whose accurate address is not ascertainable from the royalty owner payment records or has not been located despite reasonable and diligent efforts of the Settlement Administrator with information to do so in the event the United States Postal Service returns the Notice of Settlement mailed to any Settlement Class Member. Defendant shall have no obligation to provide Settlement Class Counsel or the Settlement Administrator with information to identify or ascertain accurate current addresses for Unlocated Settlement Class Members except to the extent that Defendant possesses that information (such as possessing last known addresses, tax identification numbers, or similar information). By way of example, but without limitation of the generality of the foregoing, if any of the owner information, address information, or related data is out of date and/or otherwise inaccurate, neither Defendant nor any of its Affiliates shall bear any liability for consequences from that inaccurate information. The Notice of Settlement encourages members of the Settlement Class to provide updated address or other information directly to the Settlement Administrator so they may receive the benefits of the Settlement.

Article II.
AGREEMENT

2.1 **Proceedings before the Bankruptcy Court.**

(a) To facilitate timely consideration of the Agreement and to provide timely Notice of Settlement to members of the Settlement Class, the Parties agree to proceed before the Bankruptcy Court to seek approval of this Settlement in the Prior Bankruptcy Cases (with respect

to the release of any Released Claims accruing on or before May 9, 2016, the distributions set forth in section 2.3(a), and other provisions of this Agreement for which approval of the Bankruptcy Court in the Prior Bankruptcy Cases may be required) and to seek approval of this Settlement in the 2020 Bankruptcy Cases (with respect to all other provisions of this Agreement, including the release of any Released Claims accruing during the Released Period but on or after May 10, 2016, and payment of the Settlement Cash Proceeds set forth in section 2.3(b)). The Debtors and the Class Representative will file a joint motion seeking entry of the Preliminary Approval Order and the Judgments as part of the Debtors' initial filings in the 2020 Bankruptcy Cases.

(b) Each of the Parties hereby covenants and agrees to cooperate with each other in good faith and to coordinate their activities (to the extent reasonably practicable) concerning the implementation and consummation of the Settlement, including, without limitation, with respect to obtaining the Preliminary Approval Order and the Judgments from the Bankruptcy Court.

(c) Each of the Parties hereby covenants and agrees that they shall not, directly or indirectly, file any motion, pleading, or other document with the Bankruptcy Court or any other court that, in whole or in part, is not materially consistent with this Agreement.

2.2 **Stipulations.** Within two (2) business days after the Debtors and the Class Representative file a joint motion seeking entry of the (a) Preliminary Approval Order and (b) the Judgments, the Parties will stipulate to the administrative closing of the Royalty Class Action Lawsuit. In conformance with section 4.1, below, the Parties will stipulate to the dismissal with prejudice of the Royalty Class Action Lawsuit and the Third Circuit Appeal and file those Stipulations in those actions no more than two (2) business days after the Effective Date. The stipulations will be consented to by the Parties herein and will be signed by their respective counsel.

2.3 **Settlement Payments and Distributions.**

(a) Allowance of the 2016 Class Proof of Claim

(i) The Debtors and the Class Representative agree to allow the 2016 Class Proof of Claim in an aggregate amount of $45,000,000.00, subject to the following conditions:

(A) All individual proofs of claim asserting claims subsumed within or similar to the 2016 Class Proof of Claim, including but not limited to Claim #1207, Claim #1208, Claim #1209, Claim #1210, and Claim #1213, shall be withdrawn from the Prior Bankruptcy Cases, but may be submitted to the Settlement Administrator for the purpose of determining any entitlement to a distribution in accordance with the 2020 Plan.

(B) The Parties hereby acknowledge and agree that, pursuant to the Prior Bankruptcy Plan, the 2016 Class Claimants shall be entitled to receive payment under the 2020 Plan as though they had received, in aggregate,

1,432,300 shares of Class A common stock of Chaparral Energy, Inc. prior to the commencement of the 2020 Bankruptcy Cases.

(C) The Parties hereby acknowledge and agree that in the 2020 Bankruptcy Cases, the 2016 Class Claimants shall receive treatment equal, on a per share basis, to the value, if any, provided to Chaparral Energy, Inc.'s current equity security holders in accordance with the 2020 Plan, provided that that the treatment provided in Article III, Section (B)(8)(b) of the 2020 Plan shall be deemed to satisfy this obligation.

(D) The Parties further acknowledge and agree that the allowance of the 2016 Class Proof of Claim, including any filings made or actions taken by the Debtors, their Affiliates, or any other parties to effectuate the allowance of the 2016 Class Proof of Claim, is not, and shall not be deemed to be, an admission of liability or wrongdoing, and any such liability or wrongdoing is expressly denied by the Debtors and their Affiliates.

(b) Settlement Cash Payments

(i) Three (3) business days after entry of the Preliminary Approval Order (**Exhibit B** hereto, with no material variance unless agreed to by the Parties), the Settlement Administrator will (A) establish the Naylor Settlement Account, and (B) provide the Defendant or the Debtors a fully and properly-executed Form W-9 reflecting the payee name and address and a valid taxpayer identification number and wiring instructions for the Naylor Settlement Account. Within five (5) business days of Effective Date, the Defendant, the Debtors, or the Reorganized Debtors shall transfer or cause to be transferred by wire transfer the Settlement Cash Proceeds to the Naylor Settlement Account.

(ii) Within five (5) business days of the Effective Date or entry of the order approving Class Fees and Expenses, whichever is later, the Debtors or the Reorganized Debtors, as applicable, shall transfer or caused to be transferred by wire transfer the Class Fees and Expenses.

(iii) If this Agreement is not approved, is voided, terminated, or fails to become effective for any reason, the balance in the Naylor Settlement Account, including interest accrued thereon and less Administration Expenses actually incurred, shall be promptly returned to the Debtors or the Reorganized Debtors, as applicable.

2.4 **Taxes.** Neither the Debtors nor the Reorganized Debtors nor the Defendant nor any Affiliate shall have any duties, obligations, or liabilities with regard to any income tax, gross production tax, severance tax, petroleum excise tax, or similar tax filings or payments that the members of the Settlement Class and/or Settlement Class Counsel may be required to make with respect to their respective shares of the Settlement Consideration. Nor does the Defendant or any Affiliate assume under this Agreement any duty to bear any taxes of any kind that, by law, are taxes due by and burdening the Settlement Class Members rather than the Defendant or any such Affiliate, including, without limitation, income tax, gross production tax, severance tax,

petroleum excise tax, or similar taxes. The Settlement Administrator shall prepare, file and provide IRS Forms 1099-MISC to Settlement Class Members who receive payments that require such Forms, and the Defendant and any Affiliates shall have no responsibility for preparation, filing, and mailing IRS Forms 1099-MISC or any other tax forms.

2.5 **Claims Released by Settlement Class.** Each Settlement Class Member will release the Released Claims against the Released Parties during the Released Period in accordance with sections 4.1 through 4.3 below.

2.6 **Liens Released by Counsel.** Upon the Effective Date, Defendant, the Debtors, and the Reorganized Debtors shall be deemed to have been released, held harmless, and discharged of all mortgages, deeds of trust, Liens, pledges, or other security interests, including but not limited to any attorney's Liens, held by any and all counsel who represent or represented the Class Representative or any Settlement Class Members in the Royalty Class Action Lawsuit, including but not limited to Conner L. Helms, Helms & Underwood, Helms, Underwood & Cook, the Helms Law Firm, Gary Underwood, and Erin Moore arising out of or in connection with the Settlement Consideration or the Released Claims.

2.7 **Covenant Not to Sue**. Upon the Effective Date, and except as otherwise provided herein, each Settlement Class Member shall be deemed to have agreed that, having received the benefits of the Settlement Consideration as consideration for releasing the Released Claims, under no circumstances will he/she/it seek to recover or receive, directly or indirectly, any further amount of money from the Defendant or any of the other Released Parties for any of the Released Claims during the Released Period. If any Settlement Class Member violates the foregoing covenant, such breaching Settlement Class Member agrees to pay, in addition to such other damages sustained by the Defendant, the Debtors, or the Reorganized Debtors as a result of such violation, all attorneys' fees and costs incurred by any non-breaching Defendant, Debtor, or Reorganized Debtor as a result of such violation. Notwithstanding the foregoing, nothing in this Agreement is intended to release the Parties' rights and obligations under this Agreement, nor bar the Parties from seeking to enforce or effectuate this Agreement.

2.8 **Governing Law.** To promote certainty, predictability, the full enforceability of this Agreement as written, and nationwide application, the Parties agree that this Agreement shall be governed solely by any federal law as to due process, class certification, judgment, collateral estoppel, res judicata, release, settlement approval, allocation, case contribution award, the right to and reasonableness of attorneys' fees and expenses, and all other matters for which there is federal procedural or common law, including Third Circuit federal law regarding federal equitable common fund class actions. For any such matters where there is no federal common law, Oklahoma state law will govern, without giving effect to principles of conflicts of law that would require the application of the law of any other jurisdiction. If the provisions of this section (or any portion thereof) are held unenforceable in any jurisdiction, then such provisions shall be severable, and the Parties agree that the enforceability of the remaining provisions of this Agreement (or remaining portions of this section) shall not in any way be affected or impaired thereby and shall continue in full force and effect. Each Party agrees and consents that the exclusive jurisdiction and venue for any dispute relating to this Agreement shall be the Bankruptcy Court.

2.9 **No Waiver.** No delay or omission by any Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a Party on any one occasion is effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion, unless otherwise agreed in writing.

Article III.
DISTRIBUTION OF SETTLEMENT CONSIDERATION

3.1 Any distribution of Settlement Consideration, including distribution of any monies or funds from the Naylor Settlement Account, shall be in accordance with a Plan of Allocation and Distribution approved by the Bankruptcy Court. All distributions are subject to the terms of section 3.3 below. The Defendant and the Affiliates of the Defendant shall not be responsible or liable for any aspect of the allocation methodology or the Plan of Allocation and Distribution implementing that methodology.

3.2 In the manner set forth in this Agreement, the Debtors and the Class Representative agree that the Settlement Consideration shall be only for the benefit of the Settlement Class (subject to the other distributions and dispositions provided for in this Agreement), which by definition does not include those royalty owners who timely and properly opt-out of the Settlement Class after receiving the Notice of Settlement as contemplated under this Agreement.

3.3 The Defendant and Settlement Class Counsel shall provide reasonable cooperation to the Settlement Administrator in connection with the information reasonably needed by them in order to perform the activities contemplated under this Agreement, including the giving of Notice and the implementation of the Plan of Allocation and Distribution.

3.4 The Debtors or the Reorganized Debtors, as applicable, will provide updates to Settlement Class Counsel concerning the status of the distribution of the Settlement Consideration at least every six (6) months, with the first such update occurring no later than six (6) months after the Effective Date.

3.5 The Final Undistributed Fund shall be divided equally between the Defendant and the Oklahoma City Community Foundation.

3.6 At the Settlement Fairness Hearing, the Debtors shall support the approval of the Class Fees and Expenses.

3.7 Upon the Effective Date, all Settlement Class Members shall be deemed to have released all of the Released Parties, Settlement Class Counsel, and the Class Representative from all claims arising from or in connection with the negotiation, execution, solicitation, administration, determination, calculation, or payment of benefits or the investment or distribution of the Settlement Cash Proceeds. This release does not release any Party from its obligations under this Agreement.

3.8 Neither the entitlement to, nor the amount of any award of Class Fees and Expenses, shall constitute a condition for final approval of this Agreement.

Article IV.
RELEASES, DISMISSALS, AND PLAN OF ALLOCATION AND DISTRIBUTION

4.1 Upon the Effective Date, and in consideration of the promises set forth in this Agreement, including payment of the Settlement Consideration, the Parties agree to file all motions and other papers, and take any other steps reasonably necessary or desirable to cause the Royalty Class Action Lawsuit and the Third Circuit Appeal to be dismissed with prejudice and without fees or costs to any Party. To that end, and without limiting the foregoing, the Parties agree to file stipulations of dismissal before the Oklahoma District Court and before the Third Circuit no more than two (2) business days after the Effective Date, as set forth in section 2.2, above.

4.2 Upon the Effective Date, and in consideration of the promises set forth in this Agreement, including payment of the Settlement Consideration, the Settlement Class Members and their attorneys, including Class Counsel, shall be deemed to have, and by operation of the Judgments shall have, fully, finally and forever released, relinquished, and discharged the Released Parties from all Released Claims.

4.3 Upon the Effective Date, and in consideration of the promises set forth in this Agreement, including payment of the Settlement Consideration, each Settlement Class Member and their heirs, devisees, successors, assigns, agents and/or representatives shall be forever barred from asserting any and all Released Claims against the Released Parties, and each Settlement Class Member and the heirs, devisees, successors, assigns, agents and/or representatives shall be conclusively deemed to have released any and all such Released Claims against the Released Parties.

4.4 Each putative member of the Settlement Class who has not timely and properly elected to opt-out of this Settlement shall be a Settlement Class Member and shall receive distribution of the Settlement Consideration according to the Plan of Allocation and Distribution.

4.5 On the Distribution Date and in accordance with written payment instructions that the Debtors or the Reorganized Debtors provide, the Settlement Administrator shall wire transfer to the Reorganized Debtors the portion of the Settlement Cash Proceeds attributable to the Suspense Accounts for the benefit of the respective Settlement Class Members and shall otherwise issue and mail Distribution Checks to the Settlement Class Members in the amounts determined under this Agreement and the final Plan of Allocation and Distribution. The Judgments shall provide that the Released Parties, Settlement Class Counsel, and/or the Class Representative have no liability to any Settlement Class Member for mis-payments, late payment, nonpayment, overpayments, underpayments, interest, errors, or omissions as a result of the administration of the Settlement, including, without limitation, the distribution and disposition of the Settlement Cash Proceeds.

Article V.
COURT APPROVAL OF THE SETTLEMENT
AND CONTINUING JURISDICTION OF THE COURT

5.1 As part of Debtors' initial filings in the 2020 Bankruptcy Cases and as soon as practical after the Parties' execution of this Agreement, the Debtors will file a motion seeking entry of (a)

the Preliminary Approval Order and (b) the Judgments. The Debtors will assume the Agreement in the 2020 Bankruptcy Cases, and will not seek to avoid or reject the Agreement.

5.2 Defendant shall issue the notices of settlement contemplated by the Class Action Fairness Act of 2005 ("CAFA") in accordance with the deadlines provided by CAFA. The Settlement Fairness Hearing to approve this Agreement shall be scheduled for a date that will allow for the notice requirement of CAFA to be satisfied (28 U.S.C.A. § 1715(d)). The Class Representative and Settlement Class Counsel agree to cooperate and provide Defendant with any data or information they possess which may be helpful to Defendant in complying with the CAFA notice requirements, including without limitation the provisions of 28 U.S.C.A. § 1715 (b)(7)(A) and (B).

Article VI.
FAILURE TO OBTAIN APPROVAL OF SETTLEMENT

6.1 If the Effective Date does not occur within 240 days of the Petition Date, Defendant may elect to terminate this Agreement upon 30-days written notice to the Class Plaintiffs and Settlement Class Counsel, and this Agreement and the related Settlement and certification of the Settlement Class shall immediately become null and void and the balance in the Naylor Settlement Account (including any interest accrued thereon) shall be promptly returned to the Debtors or the Reorganized Debtors, as applicable.

6.2 This Agreement will automatically terminate if the Bankruptcy Court enters an order denying approval of the Settlement.

6.3 This Agreement will automatically terminate if the Effective Date does not occur within 18 months of the Petition Date or such other later date as the Class Representative and the Defendant may mutually agree upon in writing.

Article VII.
OPT-OUTS AND EFFECT OF EXCESSIVE OPT-OUT

7.1 The Parties' objective is to settle the Released Claims in the 2020 Bankruptcy Cases. This objective cannot be realized if a great number of members of the Settlement Class elect to opt-out of the Settlement Class. Settlement Class Counsel acknowledge that resolution of the Royalty Class Action Lawsuit is also in the best interest of the Settlement Class. Accordingly, the Defendant and Settlement Class Counsel agree that they will not solicit or actively encourage putative members of the Settlement Class to opt-out of the Settlement Class. However, this Agreement neither prohibits Settlement Class Counsel from counseling any putative member of the Settlement Class about his or her legal rights nor prohibits any putative member of the Settlement Class who seeks such counsel from electing to opt-out of the Settlement Class. Therefore, the Defendant shall have the right and option, in their sole discretion, to terminate this Agreement if members of the Settlement Class who have claims which, in the aggregate, exceed ten percent (10%) of the Settlement Cash Proceeds elect to opt-out of this Settlement. Within ten (10) business days after the Opt-Out Deadline, the Settlement Administrator shall determine whether the aforesaid threshold for opt-outs has been met and will notify Settlement Class Counsel and the Defendant's Counsel in writing regarding the results of that determination and

simultaneously provide a list of the members of the Settlement Class who have opted out. Defendant must elect to terminate this Settlement by written notice delivered to Settlement Class Counsel on or before the expiration of ten (10) business days following the date on which the above-referenced written notice of the threshold for opt-outs is provided to Defendant's Counsel. If Defendant does not exercise its right to terminate on or before the expiration of that ten (10) business day period, Defendant's right to terminate shall expire. If Defendant timely and properly exercises its option to terminate this Agreement, this Agreement shall become null and void, subject to the provisions of Article IX, below, and all orders of the Bankruptcy Court preliminarily or otherwise certifying the Settlement Class shall be vacated and the Parties shall be returned to the status quo that existed in the Royalty Class Action Lawsuit immediately prior to the date of execution of this Agreement.

7.2 The Class Representative hereby covenants and agrees not to opt-out of the Settlement Class.

Article VIII.
APPOINTMENT OF SETTLEMENT ADMINISTRATOR

8.1 The Bankruptcy Court shall appoint the Settlement Administrator pursuant to the Preliminary Approval Order. The duties undertaken by the Settlement Administrator shall be as described in the Plan of Allocation and Distribution and orders of the Bankruptcy Court. All ordinary expenses, including the compensation of the Settlement Administrator, shall be Administration Expenses, to be paid by the Debtors or the Reorganized Debtors and in the manner set forth in section 1.3 above.

Article IX.
EFFECT OF DISAPPROVAL, CANCELLATION, AND TERMINATION

9.1 If this Agreement is terminated pursuant to the terms hereof, including pursuant to Article VI or Article VII herein, or fails to become effective for any reason, then (a) all orders of the Bankruptcy Court preliminarily or otherwise certifying the Settlement Class or approving the Settlement shall be vacated, (b) the Parties shall be returned to the status quo that existed in the Royalty Class Action Lawsuit immediately prior to the date of execution of this Agreement (subject to appropriate extensions of deadlines to enable the Royalty Class Action Lawsuit to proceed), and (c) the Parties shall retain all of their respective rights and defenses as of immediately prior to the date of execution of this Agreement. The Parties shall then proceed in all respects as if this Agreement and related orders had not been executed and the balance in the Naylor Settlement Account (including interest accrued thereon) paid under this Agreement shall be returned to the Debtors or the Reorganized Debtors within 30 days. If this Agreement is not approved in full, is voided, terminated, or fails to become effective for any reason, then this Agreement (and the certification of the Settlement Class) shall have no continuing effect, and no reference to the fact of a proposed settlement, class certification, or the terms hereof shall be made in any court, administrative agency, or other tribunal (except to the extent needed to enforce the provisions hereof that remain in effect in such an event), and neither this Agreement nor the terms hereof may be used by any person or entity in any proceeding as an admission, concession, or indication of the validity of the claims in either the Royalty Class Action Lawsuit

and/or requested class certification in the Royalty Class Action Lawsuit, or evidence of wrongdoing, or liability or lack thereof, or for any purpose whatsoever, except as provided herein.

Article X.
MISCELLANEOUS

10.1 The Defendant contends that the claims and allegations of wrongdoing or liability on its part, individually and collectively, by the Class Representative and the Settlement Class in the Royalty Class Action Lawsuit and the claims set forth in the 2016 Class Proof of Claim are without merit. The Defendant expressly denies all allegations of wrongdoing or liability. It is expressly agreed that neither this Agreement, nor any document referred to herein, nor any action taken to carry out this Agreement, including, without limitation, the allowance of the 2016 Class Proof of Claim, is, may be construed as, or may be used as an admission by the Defendant or its Affiliates of any fault, wrongdoing or liability whatsoever with respect to the subject matter of the Royalty Class Action Lawsuit or the 2016 Class Proof of Claim. Defendant further does not admit that the certification of the Settlement Class in this case would be proper for trial and/or litigation purposes, although the certification of the Settlement Class solely for settlement purposes is proper because of the effect of this Settlement on the class issues.

10.2 The Class Representative, the Settlement Class, and the Defendant agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. Entering into or carrying out this Agreement, and any negotiations or proceedings related thereto, is not, shall not be construed as, or be deemed to be evidence of, an admission or concession by any of the Parties to this Agreement and shall not be offered or received in evidence in any action or proceeding by or against any Party hereto in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of the Settlement between the Defendant and the Settlement Class, the provisions of this Agreement, or the provisions of any related agreement, order, judgment, or release.

10.3 The Notice of Settlement shall require that any member of the Settlement Class who elects to opt-out of the Settlement Class or objects to this Agreement or to the motion for Class Fees and Expenses shall be in writing, shall be signed by the member of the Settlement Class who is opting-out or objecting, and shall be filed with the Bankruptcy Court on or before the Opt-Out Deadline. Because any appeal by an objecting member of the Settlement Class to any part or all of this Agreement or to Class Fees and Expenses would delay the payment under the Settlement, the Bankruptcy Court will be requested to enter the Judgments substantially in the form of **Exhibit C** that contains a provision providing that each objecting member of the Settlement Class must elect within 14 days of entry of the Judgments to: (a) appeal only the objecting Settlement Class Member's portion of the Settlement Consideration or Class Fees and Expenses (including the Class Representative Fee), which is hereby severed from the rest of the case so as to not delay the final judgment for all other Settlement Class Members; or (b) appeal on behalf of the entire Settlement Class; provided that if the objecting Settlement Class Member purports to appeal on behalf of the entire Settlement Class any of the Settlement, Class Fees and Expenses, or does not definitively choose option (a) or (b) above, each such objecting Settlement Class Member who appeals may be required to post a cash appeal bond to be set in the Bankruptcy Court's sole discretion, not to exceed an amount sufficient to reimburse Settlement

Class Counsel's appellate fees, Settlement Class Counsel's expenses, and the lost interest for one year to the Settlement Class caused by the likely delay.

10.4 Each Party shall use its best efforts to cause this Agreement to be approved and consummated. The Debtors, Settlement Class Counsel, and Class Representative shall also promptly take such actions as may be reasonably required to obtain final approval by the Bankruptcy Court of this Agreement, and to carry out the terms of this Agreement.

10.5 The Bankruptcy Court shall retain its traditional equitable powers over the Royalty Class Action Lawsuit as those powers pertain to this Agreement until the monies and funds in the Naylor Settlement Account are fully and finally distributed.

10.6 This Agreement, including its exhibits, constitutes the entire agreement among the Parties on the subjects addressed in this agreement, and no representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in this Agreement. No Party has relied on any representation, warranty, or other undertaking or promise not expressly included in this Agreement and the Parties disclaim the existence of any and all implied representations, warranties, or other undertakings or promises not expressly included in this Agreement. No contrary or supplementary oral agreement shall be admissible in a court to contradict, alter, supplement, or otherwise change the meaning of this Agreement. The exhibits to this Agreement are:

Exhibit A	Plan of Allocation and Distribution
Exhibit B	Form of Preliminary Approval Order
Exhibit C	Form of Judgment
Exhibit D	Form of Notice of Settlement for Direct Mail
Exhibit E	Form of Notice of Settlement for Publication
Exhibit F	List of Class Wells
Exhibit G	List of Affiliates of Defendant

10.7 To the extent there is a conflict between the provisions of this Agreement, the Preliminary Approval Order, the Judgments, and/or the Plan of Allocation and Distribution, each such document shall have controlling effect in the following rank order: (1) the Judgments, (2) the Preliminary Approval Order, (3) this Agreement, and (4) the Plan of Allocation and Distribution.

10.8 This Agreement may be executed in one or more counterparts, and may be exchanged by facsimile, pdf, and/or other imaged signatures which shall be as effective as original signatures. All executed counterparts taken together shall be deemed to be one and the same instrument. Counsel for the Parties to this Agreement shall exchange among themselves signed counterparts and a complete, assembled executed counterpart shall be filed with the Bankruptcy Court.

10.9 The Parties and their respective counsel have mutually contributed to the preparation of this Agreement. Accordingly, no provision of this Agreement shall be construed against any Party on the grounds that one of the Parties or its counsel drafted the provision. Except as

otherwise provided herein, each Party shall bear its own attorneys' fees and other litigation expenses and costs.

10.10 This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

10.11 Each of the undersigned represents that he or she is fully authorized to execute this Agreement on behalf of the Party for which he or she signs.

Article XI.
NOTICES

11.1 All Notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt), (b) when sent by email (with read receipt received or receipt acknowledged by the recipient), (c) one business day following the day sent by reputable overnight courier (with written confirmation of receipt), or (d) when received by the addressee, if sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses and representatives (if applicable) set forth below (or to such other addresses and representatives as a Party may designate by notice to the other Parties in accordance with this section).

(a) If to the Class Representative or the Settlement Class, then to:

Helms Law Firm
Attn: Conner L. Helms
1 NE 2nd Street, Suite 202
Oklahoma City, OK 73104
Email: conner@helmslegal.com

(b) If to the Defendant, then to:

Chaparral Energy, L.L.C.
Attn: Justin Byrne
701 Cedar Lake Blvd.
Oklahoma City, OK 73114
Email: justin.byrne@chaparralenergy.com

With copies (which shall not constitute notice) to:

Crowe & Dunlevy
Attn: John J. Griffin, Jr.
324 North Robinson Avenue, Suite 100
Oklahoma City, OK 73102
Email: john.griffin@crowedunlevy.com

and

Davis Polk & Wardwell LLP
Attn: Damian S. Schaible
Angela M. Libby
James I. McClammy
Jacob Weiner
450 Lexington Avenue
New York, NY 10017
Email: damian.schaible@davispolk.com
angela.libby@davispolk.com
james.mcclammy@davispolk.com
jacob.weiner@davispolk.com

[Signature Pages Follow]

Execution Version

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in several counterpart originals on the date set forth opposite their names.

CLASS REPRESENTATIVE:

Naylor Farms, Inc.

By: Dale Naylor

Dale Naylor, President

Date signed: August 13, 2020

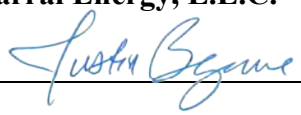
Execution Version

APPROVED BY SETTLEMENT CLASS COUNSEL:

Conner L. Helms, OBA No. 12155
HELMS LAW FIRM
1 NE 2nd Street, Suite 202
Oklahoma City, OK 73104
(405) 319-0700
conner@helmslegal.com

DEFENDANT:

Chaparral Energy, L.L.C.

By: 

Justin Byrne, Vice President and General Counsel

Date signed: August 14, 2020

Execution Version

APPROVED BY DEFENDANT'S COUNSEL:

John J. Griffin, Jr., OBA No. 3613
CROWE & DUNLEVY
A Professional Corporation
324 North Robinson Avenue
Suite 100
Oklahoma City, OK 73102
(405) 235-7718
john.griffin@crowedunlevy.com

ACKNOWLEDGED AND AGREED AS TO THE LIENS RELEASED BY COUNSEL SET FORTH IN SECTION 2.6 OF THIS AGREEMENT:

_____

Gary R. Underwood, OBA No. 9154

Execution Version

ACKNOWLEDGED AND AGREED AS TO THE LIENS RELEASED BY COUNSEL SET FORTH IN SECTION 2.6 OF THIS AGREEMENT:

Erin M. Moore, OBA No. 20787

Exhibit A

Plan of Allocation and Distribution

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
CHAPARRAL ENERGY, INC., *et al.*,[1]	Case No. 20-_____ (___)
Debtors.	(Joint Administration Requested)
In re:	Chapter 11
CHAPARRAL ENERGY, INC., *et al.*,[2]	Case No. 16-11144 (LSS)
Reorganized Debtor.	

PLAN OF ALLOCATION AND DISTRIBUTION

This Plan of Allocation and Distribution hereby instructs the Settlement Administrator[3] on the manner and methodology in which the Settlement Consideration shall be allocated and distributed to the Settlement Class Members (the "**Allocation Methodology**"). The Settlement Consideration will be allocated to each Class Well and then to each Settlement Class Member in each Class Well based on the factors and considerations set forth herein. The methodology set forth below is fair, reasonable, and adequate and in the best interest of the Settlement Class.

[1] The Debtors in these cases, along with the last four digits (or five digits, in cases in which multiple Debtors have the same last four digits) of each Debtor's federal tax identification number, are: CEI Acquisition, L.L.C. (1817); CEI Pipeline, L.L.C. (6877); Chaparral Biofuels, L.L.C. (1066); Chaparral CO2, L.L.C. (1656); Chaparral Energy, Inc. (90941); Chaparral Energy, L.L.C. (20941); Chaparral Exploration, L.L.C. (1968); Chaparral Real Estate, L.L.C. (1655); Chaparral Resources, L.L.C. (1710); Charles Energy, L.L.C. (3750); Chestnut Energy, L.L.C. (9730); Green Country Supply, Inc. (2723); Roadrunner Drilling, L.L.C. (2399); and Trabajo Energy, L.L.C. (9753). The Debtors' address is 701 Cedar Lake Boulevard, Oklahoma City, OK 73114.

[2] The reorganized debtor in this chapter 11 case, along with the last four digits of the reorganized debtor's federal tax identification number, is Chaparral Energy, Inc. (0941). The reorganized debtor's address is 701 Cedar Lake Blvd., Oklahoma City, OK 73114.

[3] Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Settlement Agreement.

A. Allocation Methodology

1. Defendant has provided or will provide data on the amounts paid by purchasers to the Debtors in respect of each Class Well that had a percent-of-proceeds ("**POP**"), percent-of-index ("**POI"**), or percent-of-liquids ("**POL**") type of fee arrangement (the calculation for each well an "**Individual Well POP Fee**") for three periods: (i) June 1, 2006 to April 30, 2016 ("**Period I**"); (ii) May 1, 2016 to May 31, 2016 ("**Period II**"); and (iii) June 1, 2016 to the 2020 Petition Date ("**Period III**").

2. For each period, the Individual Well POP Fee shall be multiplied against the most current royalty owners' net revenue interest ("**NRI**") in such Class Well (the result of such calculation, the "**Settlement Class Member Share**"). "Most current" shall mean current as of the 2020 Petition Date, the date that a Class Well was plugged and abandoned, or the date of sale by Defendant of its interest therein, as applicable.

3. For each period, each Settlement Class Member Share shall be divided by the aggregate of all Settlement Class Member Shares (for all Class Wells) to determine the Settlement Class Member's pro rata portion of the Settlement Consideration for such period. Defendant and its Affiliates shall not be entitled to a distribution and shall be excluded for purposes of determining the pro rata portions of the Settlement Consideration.

4. For Period II, each Settlement Class Member Share shall be further bifurcated into the period prior to and including the date on which the Prior Bankruptcy Cases were commenced (May 9, 2016, the "**Prior Petition Date**"), and the period after the Prior Petition Date, by multiplying the result by 9/31 and 22/31. The product of such calculations shall be assigned to Period I and Period III, respectively.

5. The Settlement Consideration shall be allocated as follows. For Period I, the Settlement Administrator shall apply each Settlement Class Member's pro rata portion

(including the adjustment on account of the bifurcated calculation for Period II, as set forth above) to the 1,432,300 shares of Class A common stock of Chaparral Energy, Inc. to which the 2016 Class Claimants would have been entitled pursuant to the 2016 Plan of Reorganization. The Settlement Administrator shall then determine the value, if any, to which each Settlement Class Member shall be entitled in accordance with the 2020 Plan on account of such shares.

6. For Period III, the Settlement Administrator shall apply the Settlement Class Member's pro rata portion (including the adjustment on account of the bifurcated calculation for Period II, as set forth above) to the $2.5 million Settlement Cash Proceeds in order to determine the share of the Settlement Cash Proceeds, if any, allocable to each Settlement Class Member.

7. The distribution described above is based on the assumptions that (a) for any sales that occurred during the Released Period, the buyer was entitled to receive payment for all past claims covered by the Settlement; and (b) if royalty interests passed through inheritance, devise, intra-family or interfamily transfers, that it was the intent that the heir, devisee or transferee also receive payment for all past claims covered by the Settlement.

8. To the extent these assumptions are incorrect or a payee is not the proper party to receive a distribution, such Settlement Class Member who receives payment shall in turn make the correct payment to the proper party or parties entitled thereto or return the funds to the Settlement Administrator.

B. Time for Determination of Opt-Outs and Allocation and Distribution of Settlement Consideration

9. Within ten (10) business days after the Opt-Out Deadline, the Settlement Administrator shall determine whether members of the Settlement Class who have claims that, in the aggregate, exceed ten percent (10%) of the Settlement Cash Proceeds, have elected to opt-out

of the Settlement Class and will notify Settlement Class Counsel and Defendant's Counsel in writing regarding the results of that determination and simultaneously provide a list of the members of the Settlement Class who have opted out.

10. At least ten (10) business days before the Settlement Fairness Hearing, the Settlement Class Counsel, with the assistance of the Class's expert, Settlement Administrator, and Defendant/the Debtors shall prepare a Summary Final Distribution Report that assumes that the Bankruptcy Court will approve the award of the Settlement Cash Proceeds in the amount of $2.5 million and that the 2016 Class Proof of Claim shall be allowed.

11. The Summary Final Distribution Report will set forth the amounts to be distributed from the Settlement Cash Proceeds and pursuant to the 2020 Plan on account of the allowed 2016 Class Proof of Claim to each Settlement Class Member. Settlement Class Counsel will seek approval of the Allocation Methodology used for the Summary Final Distribution Report at the Settlement Fairness Hearing.

12. Defendant has previously provided or will provide to the Settlement Administrator the information upon which the calculations will be based and will further provide last known addresses and tax identification numbers of Settlement Class Members currently available in Defendant's electronic databases, all of which shall be treated as Confidential Information.

13. Neither Defendant nor Defendant's Counsel is responsible or liable for any aspect of the Allocation Methodology or the Plan of Allocation and Distribution implementing that methodology.

14. Within thirty (30) days of the Effective Date, the Settlement Administrator will have determined the names, addresses, and final amounts of Distribution Checks for each Settlement Class Member in accordance with this Plan of Allocation and Distribution.

15. Within fifty (50) days after the Effective Date, the Settlement Administrator shall issue and mail, or cause to be mailed, Distribution Checks to the Settlement Class Members, enclosing a Form 1099, when applicable. If possible, without undue expense, the Distribution Checks shall include a line entry detail on a well-by-well basis of the Class Member's distribution amount. With each payment, the Settlement Administrator must include the notice as specified in section 1.10 of the Settlement Agreement.

16. Where a Settlement Class Member's distribution amount is $5.00 or less, the Settlement Administrator will not issue or mail the Settlement Class Member's payment. Distribution of such small amounts would result in unnecessary Administration Expenses to the Settlement Class, exceeding the value of the Distribution Check. Instead these funds will be treated as Undistributed Proceeds under the Settlement Agreement.

17. Upon the Effective Date, the Class Representative and each Settlement Class Member shall, by operation of the Judgments, have, fully, finally and forever released, relinquished, and discharged all Released Parties from all Released Claims, and shall be forever barred and estopped from asserting any of the Released Claims against any of the Released Parties.

18. On the Distribution Date and in accordance with written payment instructions that the Debtors or the Reorganized Debtors provide, the Settlement Administrator shall wire transfer to the Reorganized Debtors the portion of the Net Settlement Amount

attributable to the Suspense Accounts for the benefit of the respective Settlement Class Members.

19. Within ten (10) days of the mailing of the Distribution Checks, the Settlement Administrator shall provide to Settlement Class Counsel a check register in the form of an electronic spreadsheet, reflecting the actual distribution to each Settlement Class Member by owner, number, name, address, and amount paid. Within thirty (30) days after the Settlement Administrator issues and mails the Distribution Checks, it shall file this check register with the Court under seal.

20. Within one hundred twenty (120) days following the date reflected on the Distribution Checks, the Settlement Administrator shall file a reconciliation of the distribution of the Settlement Consideration, including the amount of any Undistributed Proceeds to be distributed as part of the Final Undistributed Fund.

Exhibit B

Form of Preliminary Approval Order

INTENTIONALLY OMITTED

Exhibit C

Form of Judgment

INTENTIONALLY OMITTED

Exhibit D

Form of Notice of Settlement for Direct Mail

INTENTIONALLY OMITTED

Exhibit E

Form of Notice of Settlement for Publication

INTENTIONALLY OMITTED

Exhibit F

List of Class Wells

Location Name	Prop Number
AARDVARK #1H-18	6951.0001
AARDVARK 2715 #2H-18	7278.0001
AARDWOLF #1H-16	6950.0001
ABEL #1-29	0002.0001
ABEL#2-29	0003.0001
ADKINS #1-11 (SOLD)	6473.0001
ADKINS #2-14 (SOLD)	6744.0001
ALEXANDER #1-21 (TA) SOLD	0020.0001
ALICE #1-23 (P&A)	0029.0001
ALLEN ESTATE #1-7 (SOLD)	0036.0001
ALLEY #1 (P&A)	0042.0001
ALVERSTONE 1206 1LMH-17	8173.0001
ALVERSTONE 1206 2SMH-17	8442.0001
ALVERSTONE 1206 3LMH-17	8441.0001
ANDERSON #1HX-34 (TA) SOLD	6827.0001
ANDERSON #2HX 27-34 (TA) SOLD	6847.0001
ANDERSON #4H 27-34 (TA) SOLD	6996.0001
ANN #1-2	4262.0001
ANSON #1B (Cleveland) (SOLD)	6428.0001.002
ANSWER #1-19H (TA) (SOLD)	6940.0001
APPLE GAS UNIT #1 (SOLD)	7203.0001
ATKINSON #3-11	0089.0001
ATKINSON #4-11	0090.0001
AUGUSTA 2007 #1LMH-4	7276.0001
AVEL UNIT (P&A)	0095
AYERS #1-23	0104.0001
BAGGETT #1H-22 SOLD	6825.0001
BAIRD #1-11 (SOLD)	0157.0001
BAKER #1-27	6573.0001
BAKER #2-27	7181.0001
BALL #1-7	0164.0001
BANNER COOP #1-17	0173.0001
BANNISTER 1-7 (SOLD)	0181.0001
BARBEE 2105 #1LMH-4	7830.0001
BARNES #1-21 (OSWEGO) (SOLD)	4711.0001.001
BASS #1-28	5292.0001
BAUGH A #1-34 (SOLD)	0226.0001

Location Name	Prop Number
BECKNER #1-35 (SOLD)	0249.0001
BELL "A" #1-21 (TA) SOLD	0256.0001
BELL #1-4 (WBO) (TA) SOLD	0255.0001
BENDA 1-10	0267.0001
BENELLI 2106 #1UMH-9	7831.0001
BENSON TRUST #1A-11 (SOLD)	0276.0001
BERRY #1 (SOLD)	5440.0001
BERRYMAN, JW #1-27	0290.0001
BIG ELK #1H-11 (SOLD)	6556.0001
BIG ELK #2H-11 (SOLD)	6811.0001
BIGELOW #1 (SOLD)	4428.0001
BILLY #5 (SOLD)	5005.0005
BLACK DOG'S BAND #11-31 (SOLD)	6643.0009
BLACK DOG'S BAND #12-31 (SOLD)	6643.0010
BLACK DOG'S BAND #1-31C (SOLD)	6643.0001
BLACK DOG'S BAND #1-36 (SOLD)	7056.0001
BLACK DOG'S BAND #14-31 (SOLD)	6643.0014
BLACK DOG'S BAND #2-31 (SOLD)	6643.0002
BLACK DOG'S BAND #3-31 (SOLD)	6643.0003
BLACK DOG'S BAND #3-36 (SOLD)	7275.0001
BLACK DOG'S BAND #4-31 (SOLD)	6643.0006
BLACK DOG'S BAND #5-31 (SOLD)	6643.0005
BLACK DOG'S BAND #7-31 (SOLD)	6643.0008
BOECKMAN #1-34 (P&A)	0343.0001
BOMHOFF #4-20 (P&A)	0357.0001
BOMMER #1-14 (TA) SOLD	0358.0001
BONEBRAKE #3-21	0360.0001
BONZAI 2105 1MOH-18	8140.0001
BOOMER #1-31-HUNTON	0363.0001
BOOMHAUER 2007 #1LMH-13	7868.0001
BOURQUIN #2-24 (TA) SOLD	0379.0001
BOURQUIN 1-L SOLD	0378.0001
BOUSE #3-22 (SOLD)	0381.0001
BOWLES #1HX 21-16 SOLD	6803.0001
BOWLES #2H 21-16 (TA) SOLD	6848.0001
BOWLES #4H 21-16 SOLD	6974.0001
BOYD #1H-3	6610.0001
BRANDT 1707 #1LMH-12	7739.0001
BRAY #2-4 (SOLD)	0416.0001
BRILL #1-28	5545.0001

Location Name	Prop Number
BRILL #2-28	6210.0001
BRINDLEY #1-29	0430.0001
BROADBENT #1-7	4035.0001
BROOKIE 1306 #1UMH-18	7558.0001
BROOKS #1H-21 (SOLD)	6659.0001
BROWN #1-18H SOLD	7080.0001
BROWN #2-27 (P&A)	0460.0001
BROWN #2-32 SOLD	4267.0001
BROWNING 2205 #1UMH-22	7884.0001
BRYAN #1-2 (SOLD)	0502.0001
BUCKLES FARM #1-7	0515.0001
BUCKMINSTER #1-28 (SOLD)	0516.0001
BUDDHA 2716 #1H-22	7280.0001
BUGG #1-12 (P&A)	0519.0001
BULL TRUST #1-22H SOLD	7081.0001
BULLOCK-DIERKSON UNIT	7960
BURDEN ""A"" #3-14 (SOLD)	6381.0001
BURNETT #1-27	0544.0001
BURNETT #3-27	0546.0001
BURNHAM, CORA #1-22 (P&A)	0548.0001
BUSSE #1H-19	6989.0001
BUTCHER "A" #1-4	0559.0001
CABLE #2-19 (SOLD)	0569.0001
CAMRICK UNIT (SOLD)	3843
CANADAY #1-24	4026.0001
CARMICHAEL #1-2	0594.0001
CARY #2-10 (P&A)	0604.0001
CARY #2-3 (P&A)	0602.0001
CASE #1-20 (SOLD)	0606.0001
CASTONGUAY UNIT #1-5 (SOLD)	0610.0001
CATES #1-14 (SOLD)	0611.0001
CAUDILL A #1	6157.0001
CHALOUPEK #1-21H SOLD	7092.0001
CHAPIN, GOLDIE #1-1 (SOLD)	0642.0001
CHARLES #1-21 A (HUNTON)(SOLD)	4507.0001.001
CHARLES #1-21 A (MISS)(SOLD)	4507.0001.002
CHARLES E #10 (SOLD)	5237.0004
CHARLES E #6 (SOLD)	5237.0001
CHARLES E #7 (SOLD)	5237.0002
CHARLES E #8 (SOLD)	5237.0003

Location Name	Prop Number
CHARLES HENNEKE #2	7971.0001
CHUDA #3	7999.0002
CHUDA #4	7999.0001
CLARA #1-1	7013.0001
CLARA #1-32 (SOLD)	0671.0001
CLARK #1-28	0678.0001
CLARK, JOHNNIE #1-8 (SOLD)	0682.0001
CLENNEY # 24-393 SOLD	7093.0001
CLOUSE #2-5	0702.0001
CLOUSE #3-5	0703.0001
CLOW "A" #1-8 (MISS) (TA)	0705.0001.001
CLOW "A" #1-8 (OSWEGO) (TA)	0705.0001.002
CLOW #2-5	0704.0001
CLOW #3-5	4485.0001
CLOW #4-5	4722.0001
CMI #1-1	0708.0001
CMI #2-1	0709.0001
COBBLE #1-24	0715.0001
COBBLE #2-24	0716.0001
COLE #1-3 SOLD	0720.0001
COLONIAL 2007 #1LMH-26	7935.0001
CONSTIEN #2-10	4488.0001
COOKSEY #1-7	0753.0001
COTTONWOOD 2205 #1UMH-34	7859.0001
COULSON #2-28	0766.0001
CRALL #1H-12 (P&A)	4825.0001
CRAUN #1-32	0799.0001
CRAWFORD "A" #1-33 (P&A)	0800.0001
CROCKETT #2-4 (SOLD)	0806.0001
CUSTER #1-6H SOLD	7094.0001
CUTTHROAT GAP #1-29C (SOLD)	6644.0001
CUTTHROAT GAP #1H-29 (SOLD)	6513.0001
CUTTINGS LEASE	0830
DAISY #1H-5	6630.0001
DANNE, HELEN #1-35 (RED FORK)	0845.0001.002
DANNE, HELEN #1-35 (SOLD)	0845.0001
DAVID "A" #1-1 (P&A)	0866.0001
DAVIDSON CPC 7 (WBO) SOLD	5416.0001
DAVISON #2H-11	6716.0001
DAVISON #2H-2	6717.0001

Location Name	Prop Number
DAVISON #2H-3	6530.0001
DAVISON #3H-3	6812.0001
DAVISON 2716 #4H-3	7411.0001
DEAN #1-A	0887.0001
DEAN #2H-7	6602.0001
DEAN #3-9 (OSWEGO)	4381.0001.001
DEAN #3H-7	6714.0001
DENNIS, GEORGE K #1-35 (SOLD)	0913.0001
DEPRIEST #1H-33 (TA) SOLD	5286.0001
DEPRIEST #2H-33 SOLD	6413.0001
DEWITT, H.H. #1-7 (SOLD)	0929.0001
DICK-TOEDTMAN #2	7965.0001
DICK-TOEDTMAN #3	7967.0001
DICK-TOEDTMAN #4	7968.0001
DIETERICH #1MH-10	6838.0001
DIETERICH #2-10 (SOLD)	0935.0001
DIETERICH #2MH-10	6968.0001
DIETERICH #4-10 (SOLD)	0937.0001
DISCOVERY UNIT (BURBANK) (SOLD)	5262
DOCKHORN #1-19	0941.0001
DOCKHORN #2-19	0942.0001
DOCKHORN #3-19	5638.0001
DOGWOOD 2205 #1LMH-28	7860.0001
DOLESE #1-17	0950.0001
DONNIE 1707 #1OH-12	7547.0001
DOUGLASS #1-23 (SOLD)	6833.0001
DOVER UNIT MERAMEC TRACT #01	R2054
DOVER UNIT MERAMEC TRACT #02	R2055
DOVER UNIT MERAMEC TRACT #03	R2056
DOVER UNIT MERAMEC TRACT #04	R2057
DOVER UNIT MERAMEC TRACT #05	R2058
DOVER UNIT MERAMEC TRACT #06	R2059
DOVER UNIT MERAMEC TRACT #07	R2060
DOVER UNIT MERAMEC TRACT #08	R2061
DOVER UNIT MERAMEC TRACT #09	R2062
DOVER UNIT MERAMEC TRACT #10	R2063
DOVER UNIT MERAMEC TRACT #11	R2064
DOVER UNIT MERAMEC TRACT #12	R2065
DOVER UNIT MERAMEC TRACT #13	R2066
DOVER UNIT MERAMEC TRACT #14	R2067

Location Name	Prop Number
DOVER UNIT MERAMEC TRACT #15	R2068
DOVER UNIT MERAMEC TRACT #16	R2069
DOVER UNIT MERAMEC TRACT #17	R2070
DOVER UNIT MERAMEC TRACT #18	R2071
DOVER UNIT MERAMEC TRACT #19	R2072
DOVER UNIT MERAMEC TRACT #20	R2073
DOVER UNIT MERAMEC TRACT #21	R2074
DOVER UNIT MERAMEC TRACT #22	R2075
DOVER UNIT MERAMEC TRACT #23	R2076
DOVER UNIT MERAMEC TRACT #24	R2077
DOVER UNIT MERAMEC TRACT #25	R2078
DOVER UNIT MERAMEC TRACT #26	R2079
DOVER UNIT MERAMEC TRACT #27	R2080
DOVER UNIT MERAMEC TRACT #28	R2081
DOVER UNIT MERAMEC TRACT #29	R2082
DOVER UNIT MERAMEC TRACT #30	R2083
DOVER UNIT MERAMEC TRACT #31	R2084
DOVER UNIT MERAMEC TRACT #32	R2085
DOVER UNIT MERAMEC TRACT #33	R2086
DOVER UNIT MERAMEC TRACT #34	R2087
DOVER UNIT MERAMEC TRACT #35	R2088
DOVER UNIT MERAMEC TRACT #36	R2089
DOVER UNIT MERAMEC TRACT #37	R2090
DOVER UNIT MERAMEC TRACT #38	R2091
DOVER UNIT MERAMEC TRACT #39	R2092
DOVER UNIT MERAMEC TRACT #40	R2093
DOVER UNIT MERAMEC TRACT #41	R2094
DOVER UNIT MERAMEC TRACT #42	R2095
DOVER UNIT MERAMEC TRACT #43	R2096
DOVER UNIT MERAMEC TRACT #44	R2097
DOVER UNIT MERAMEC TRACT #45	R2098
DOVER UNIT MERAMEC TRACT #46	R2099
DOVER UNIT MERAMEC TRACT #47	R2100
DOVER UNIT MERAMEC TRACT #48	R2101
DOVER UNIT MERAMEC TRACT #49	R2102
DOVER UNIT MERAMEC TRACT #50	R2103
DOVER UNIT MERAMEC TRACT #51	R2104
DOVER UNIT MERAMEC TRACT #52	R2105
DOVER UNIT MERAMEC TRACT #53	R2106
DOVER UNIT MERAMEC TRACT #54	R2107

Location Name	Prop Number
DOVER UNIT MERAMEC TRACT #55	R2108
DOVER UNIT MERAMEC TRACT #56	R2109
DOVER UNIT MERAMEC TRACT #57	R2110
DOVER UNIT MERAMEC TRACT #58	R2111
DOVER UNIT MERAMEC TRACT #59	R2112
DOVER UNIT MERAMEC TRACT #60	R2113
DOVER UNIT MERAMEC TRACT #61	R2114
DOVER UNIT MERAMEC TRACT #62	R2115
DOVER UNIT MERAMEC TRACT #63	R2116
DOVER UNIT MISS TRACT #01	R1915
DOVER UNIT MISS TRACT #02	R1916
DOVER UNIT MISS TRACT #03	R1917
DOVER UNIT MISS TRACT #04	R1918
DOVER UNIT MISS TRACT #05	R1919
DOVER UNIT MISS TRACT #06	R1920
DOVER UNIT MISS TRACT #07	R1921
DOVER UNIT MISS TRACT #08	R1922
DOVER UNIT MISS TRACT #09	R1923
DOVER UNIT MISS TRACT #10	R1924
DOVER UNIT MISS TRACT #11	R1925
DOVER UNIT MISS TRACT #12	R1926
DOVER UNIT MISS TRACT #13	R1927
DOVER UNIT MISS TRACT #14	R1928
DOVER UNIT MISS TRACT #15	R1929
DOVER UNIT MISS TRACT #16	R1930
DOVER UNIT MISS TRACT #17	R1931
DOVER UNIT MISS TRACT #18	R1932
DOVER UNIT MISS TRACT #19	R1933
DOVER UNIT MISS TRACT #20	R1934
DOVER UNIT MISS TRACT #21	R1935
DOVER UNIT MISS TRACT #22	R1936
DOVER UNIT MISS TRACT #23	R1937
DOVER UNIT MISS TRACT #24	R1938
DOVER UNIT MISS TRACT #25	R1939
DOVER UNIT MISS TRACT #26	R1940
DOVER UNIT MISS TRACT #27	R1941
DOVER UNIT MISS TRACT #28	R1942
DOVER UNIT MISS TRACT #29	R1943
DOVER UNIT MISS TRACT #30	R1944
DOVER UNIT MISS TRACT #31	R1945

Location Name	Prop Number
DOVER UNIT MISS TRACT #32	R1946
DOVER UNIT MISS TRACT #33	R1947
DOVER UNIT MISS TRACT #34	R1948
DOVER UNIT MISS TRACT #35	R1949
DOVER UNIT MISS TRACT #36	R1950
DOVER UNIT MISS TRACT #37	R1951
DOVER UNIT MISS TRACT #38	R1952
DOVER UNIT MISS TRACT #39	R1953
DOVER UNIT MISS TRACT #40	R1954
DOVER UNIT MISS TRACT #41	R1955
DOVER UNIT MISS TRACT #42	R1956
DOVER UNIT MISS TRACT #43	R1957
DOVER UNIT MISS TRACT #44	R1958
DOVER UNIT MISS TRACT #45	R1959
DOVER UNIT MISS TRACT #46	R1960
DOVER UNIT MISS TRACT #47	R1961
DOVER UNIT MISS TRACT #48	R1962
DOVER UNIT MISS TRACT #49	R1963
DOVER UNIT MISS TRACT #50	R1964
DOVER UNIT MISS TRACT #51	R1965
DOVER UNIT MISS TRACT #52	R1966
DOVER UNIT MISS TRACT #53	R1967
DOVER UNIT MISS TRACT #54	R1968
DOVER UNIT MISS TRACT #55	R1969
DOVER UNIT MISS TRACT #56	R1970
DOVER UNIT MISS TRACT #57	R1971
DOVER UNIT MISS TRACT #58	R1972
DOVER UNIT MISS TRACT #59	R1973
DOVER UNIT MISS TRACT #60	R1974
DOVER UNIT MISS TRACT #61	R1975
DOVER UNIT MISS TRACT #62	R1976
DOVER UNIT MISS TRACT #63	R1977
DOVER UNIT OSW TRACT #01	R1978
DOVER UNIT OSW TRACT #02	R1979
DOVER UNIT OSW TRACT #03	R1980
DOVER UNIT OSW TRACT #04	R1981
DOVER UNIT OSW TRACT #05	R1982
DOVER UNIT OSW TRACT #06	R1983
DOVER UNIT OSW TRACT #07	R1984
DOVER UNIT OSW TRACT #08	R1985

Location Name	Prop Number
DOVER UNIT OSW TRACT #09	R1986
DOVER UNIT OSW TRACT #10	R1987
DOVER UNIT OSW TRACT #11	R1988
DOVER UNIT OSW TRACT #12	R1989
DOVER UNIT OSW TRACT #13	R1990
DOVER UNIT OSW TRACT #14	R1991
DOVER UNIT OSW TRACT #15	R1992
DOVER UNIT OSW TRACT #16	R1993
DOVER UNIT OSW TRACT #17	R1994
DOVER UNIT OSW TRACT #18	R1995
DOVER UNIT OSW TRACT #19	R1996
DOVER UNIT OSW TRACT #20	R1997
DOVER UNIT OSW TRACT #21	R1998
DOVER UNIT OSW TRACT #22	R1999
DOVER UNIT OSW TRACT #23	R2000
DOVER UNIT OSW TRACT #24	R2001
DOVER UNIT OSW TRACT #25	R2002
DOVER UNIT OSW TRACT #26	R2003
DOVER UNIT OSW TRACT #27	R2004
DOVER UNIT OSW TRACT #28	R2005
DOVER UNIT OSW TRACT #29	R2006
DOVER UNIT OSW TRACT #30	R2007
DOVER UNIT OSW TRACT #31	R2008
DOVER UNIT OSW TRACT #32	R2009
DOVER UNIT OSW TRACT #33	R2010
DOVER UNIT OSW TRACT #34	R2011
DOVER UNIT OSW TRACT #35	R2012
DOVER UNIT OSW TRACT #36	R2013
DOVER UNIT OSW TRACT #37	R2014
DOVER UNIT OSW TRACT #38	R2015
DOVER UNIT OSW TRACT #39	R2016
DOVER UNIT OSW TRACT #40	R2017
DOVER UNIT OSW TRACT #41	R2018
DOVER UNIT OSW TRACT #42	R2019
DOVER UNIT OSW TRACT #43	R2020
DOVER UNIT OSW TRACT #44	R2021
DOVER UNIT OSW TRACT #45	R2022
DOVER UNIT OSW TRACT #46	R2023
DOVER UNIT OSW TRACT #47	R2024
DOVER UNIT OSW TRACT #48	R2025

Location Name	Prop Number
DOVER UNIT OSW TRACT #49	R2026
DOVER UNIT OSW TRACT #50	R2027
DOVER UNIT OSW TRACT #51	R2028
DOVER UNIT OSW TRACT #52	R2029
DOVER UNIT OSW TRACT #53	R2030
DOVER UNIT OSW TRACT #54	R2031
DOVER UNIT OSW TRACT #55	R2032
DOVER UNIT OSW TRACT #56	R2033
DOVER UNIT OSW TRACT #57	R2034
DOVER UNIT OSW TRACT #58	R2035
DOVER UNIT OSW TRACT #59	R2036
DOVER UNIT OSW TRACT #60	R2037
DOVER UNIT OSW TRACT #61	R2038
DOVER UNIT OSW TRACT #62	R2039
DOVER UNIT OSW TRACT #63	R2040
DOVER UNIT TRACT #01	R0735
DOVER UNIT TRACT #02	R0736
DOVER UNIT TRACT #03	R0737
DOVER UNIT TRACT #04	R0738
DOVER UNIT TRACT #05	R0739
DOVER UNIT TRACT #06	R0740
DOVER UNIT TRACT #07	R0741
DOVER UNIT TRACT #08	R0742
DOVER UNIT TRACT #09	R0743
DOVER UNIT TRACT #10	R0744
DOVER UNIT TRACT #11	R0745
DOVER UNIT TRACT #12	R0674
DOVER UNIT TRACT #13	R0746
DOVER UNIT TRACT #14	R0747
DOVER UNIT TRACT #15	R0748
DOVER UNIT TRACT #16	R0675
DOVER UNIT TRACT #17	R0749
DOVER UNIT TRACT #18	R0750
DOVER UNIT TRACT #19	R0751
DOVER UNIT TRACT #20	R0752
DOVER UNIT TRACT #21	R0753
DOVER UNIT TRACT #22	R0676
DOVER UNIT TRACT #23	R0755
DOVER UNIT TRACT #24	R0756
DOVER UNIT TRACT #25	R0757

Location Name	Prop Number
DOVER UNIT TRACT #26	R0677
DOVER UNIT TRACT #27	R0758
DOVER UNIT TRACT #28	R0759
DOVER UNIT TRACT #29	R0678
DOVER UNIT TRACT #30	R0760
DOVER UNIT TRACT #31	R0761
DOVER UNIT TRACT #32	R0763
DOVER UNIT TRACT #33	R0764
DOVER UNIT TRACT #34	R0765
DOVER UNIT TRACT #35	R0766
DOVER UNIT TRACT #36	R0767
DOVER UNIT TRACT #37	R0768
DOVER UNIT TRACT #38	R0769
DOVER UNIT TRACT #39	R0770
DOVER UNIT TRACT #40	R0679
DOVER UNIT TRACT #41	R0771
DOVER UNIT TRACT #42	R0772
DOVER UNIT TRACT #43	R0773
DOVER UNIT TRACT #44	R0774
DOVER UNIT TRACT #45	R0680
DOVER UNIT TRACT #46	R0775
DOVER UNIT TRACT #47	R0776
DOVER UNIT TRACT #48	R0777
DOVER UNIT TRACT #49	R0681
DOVER UNIT TRACT #50	R0778
DOVER UNIT TRACT #51	R0779
DOVER UNIT TRACT #52	R0682
DOVER UNIT TRACT #53	R0780
DOVER UNIT TRACT #54	R0683
DOVER UNIT TRACT #55	R0684
DOVER UNIT TRACT #56	R0781
DOVER UNIT TRACT #57	R0685
DOVER UNIT TRACT #58	R0686
DOVER UNIT TRACT #59	R0782
DOVER UNIT TRACT #60	R0687
DOVER UNIT TRACT #61	R0783
DOVER UNIT TRACT #62	R0784
DOVER UNIT TRACT #63	R0785
DRAKE #1-4 (SOLD)	0978.0001
DUFFY #1 (SOLD)	4570.0001

Location Name	Prop Number
DUMAS, CHARLES #1-6 (SOLD)	0989.0001
ECKROAT #1-18 (P&A)	1024.0001
ECKROAT #2-18 (SOLD)	1025.0001
EDMUND #1-32	1034.0001
ELIZABETH #1-2	1053.0001
ELMA #1-6	1064.0001
ELMENHORST #1-33	1065.0001
ELSIE #2-16 (SOLD)	1067.0001
ELSIE #3H-25	6494.0001
ELSIE #4H-25	6594.0001
ELSIE #5H-25A	6654.0001
ENFIELD #1-R (P&A)	1072.0001
ENFISCO #4 (SOLD)	6029.0004
ENFISCO #6 (SOLD)	6029.0006
ENFISCO #8 (SOLD)	6029.0007
ENGLE #1H-6	6720.0001
ENGLE #2H-6	6601.0001
ERGENBRIGHT #1-5 (SOLD)	1078.0001
ERIKSON #3-33	5389.0001
ERIKSON #5-33	5391.0001
ERIKSON #6H-33	5392.0001
ERIKSON #7H-33	6459.0001
ERNEST #1-32	1082.0001
ESSARY #1-13	1084.0001
EVANS "D" #1	1106.0001
EVANS "D" #2	1107.0001
EVANS, BEN #1-32 (SOLD)	1108.0001
EVANS, BEN #2-32 (SOLD)	1109.0001
EVEREST 1107 #1UMH-24	7826.0001
EVEREST 1107 #1WH-24	7827.0001
EVERETT UNIT #1-25 (P&A)	1111.0001
EVERGREEN 2205 1MOH-35	8141.0001
FAIRCHILD #1-34 (SOLD)	1119.0001
FALKENSTEIN, C W #3-11	6148.0001
FARBER 2007 #1MH-6	7540.0001
FARRAR #1	6409.0001
FARRIS #1-31	1134.0001
FARRIS 1-32 (SOLD)	1135.0001
FARRIS M #12 (SOLD)	5238.0003
FARRIS M #14 (SOLD)	5238.0004

Location Name	Prop Number
FARRIS M #15 (SOLD)	5238.0005
FARRIS M #17 (SOLD)	5238.0006
FARRIS M #18 (SOLD)	5238.0007
FARRIS M #3 (SOLD)	5238.0001
FARRIS M #30 (SOLD)	5238.0008
FARRIS M #32 (SOLD)	5238.0016
FARRIS M #5 (SOLD)	5238.0002
FDSU TRACT #01-A	R1010
FDSU TRACT #01-B	R1011
FDSU TRACT #01-C	R1012
FDSU TRACT #01-D	R1013
FDSU TRACT #02	R1014
FDSU TRACT #03	R1015
FDSU TRACT #04	R1016
FDSU TRACT #05-A	R1017
FDSU TRACT #05-B	R1018
FDSU TRACT #06-A	R1019
FDSU TRACT #06-B	R1020
FDSU TRACT #07	R1021
FDSU TRACT #08-A	R1022
FDSU TRACT #08-B	R1023
FDSU TRACT #08-C	R1024
FDSU TRACT #09	R1025
FDSU TRACT #10	R1026
FDSU TRACT #11-A	R1027
FDSU TRACT #11-B	R1028
FDSU TRACT #12-A	R1029
FDSU TRACT #12-B	R1030
FDSU TRACT #12-C	R1031
FDSU TRACT #13	R1032
FDSU TRACT #14	R1033
FDSU TRACT #15	R1034
FDSU TRACT #16	R1035
FDSU TRACT #17	R1036
FDSU TRACT #18 & #30	R1037
FDSU TRACT #19	R1038
FDSU TRACT #21	R1039
FDSU TRACT #22	R1040
FDSU TRACT #23	R1041
FDSU TRACT #24	R1042

Location Name	Prop Number
FDSU TRACT #25	R1043
FDSU TRACT #26-B	R1045
FDSU TRACT #27-A	R1046
FDSU TRACT #27-B	R1047
FDSU TRACT #28	R1048
FDSU TRACT #29	R1049
FDSU TRACT #31	R1051
FDSU TRACT #32-A	R1052
FDSU TRACT #32-B	R1053
FDSU TRACT #33	R1054
FDSU TRACT #34	R1055
FDSU TRACT #35	R1056
FDSU TRACT #36-A	R1057
FDSU TRACT #36-B	R1058
FDSU TRACT #37	R1059
FDSU TRACT #37-S	R1060
FDSU TRACT #38	R1061
FDSU TRACT #38-S	R1062
FDSU TRACT #39	R1063
FDSU TRACT #40	R1064
FDSU TRACT #41	R1065
FDSU TRACT #42	R1066
FDSU TRACT #43	R1067
FDSU TRACT #44	R1068
FDSU TRACT #45	R1069
FDSU TRACT #46	R1070
FDSU TRACT #47	R1071
FDSU TRACT #48	R1072
FDSU TRACT #49-A	R1073
FDSU TRACT #49-B	R1074
FDSU TRACT #50	R1075
FDSU TRACT #51	R1076
FDSU TRACT #52	R1077
FDSU TRACT #53	R1078
FDSU TRACT #53-A	R1079
FDSU TRACT #54	R1080
FDSU TRACT #55-A	R1081
FDSU TRACT #55-B	R1082
FDSU TRACT #56	R1083
FDSU TRACT #57	R1084

Location Name	Prop Number
FDSU TRACT #58	R1085
FDSU TRACT #59	R1086
FDSU TRACT #59-S	R1087
FDSU TRACT #60	R1088
FDSU TRACT #61	R1089
FDSU TRACT #62	R1090
FDSU TRACT #63	R1091
FDSU TRACT #64	R1092
FDSU TRACT #65-A	R1093
FDSU TRACT #65-B	R1094
FDSU TRACT #66-A	R1095
FDSU TRACT #66-B	R1096
FDSU TRACT #67	R1097
FDSU TRACT #68	R1098
FDSU TRACT #69	R1099
FDSU TRACT #70	R1100
FDSU TRACT #71	R1101
FDSU TRACT #72	R1102
FENDEROSA 2107 #1LMH-4	7912.0001
FERRIL #2-13	1163.0001
FIELDS #1-31 (SOLD)	1167.0001
FISHER GW #1 (SOLD)	5231.0001
FISHER GW #10 (SOLD)	5231.0004
FISHER GW #11 (SOLD)	5231.0005
FISHER GW #12 (SOLD)	5231.0018
FISHER GW #14 (SOLD)	5231.0006
FISHER GW #17 (SOLD)	5231.0007
FISHER GW #20 (SOLD)	5231.0008
FISHER GW #21 (SOLD)	5231.0009
FISHER GW #22 (SOLD)	5231.0010
FISHER GW #24 (SOLD)	5231.0011
FISHER GW #26 (SOLD)	5231.0012
FISHER GW #28 (SOLD)	5231.0013
FISHER GW #6 (SOLD)	5231.0003
FLECK CPC 4 SOLD	5417.0001
FLEMING #1-4 (P&A)	1174.0001
FLOWERS, OSCAR C "B" #1 (SOLD)	7201.0001
FLYNT #1-2 (TA) SOLD	3933.0001
FLYNT #1-2-CHESTER(LOWER) (TA) SOLD	3933.0001.001
FLYNT #1-2-TORONTO(UPPER) (TA)	3933.0001.002

Location Name	Prop Number
SOLD	
FLYNT #2-2 CHESTER (LOWER) SOLD	4492.0001.001
FORAKER 1207 1SMH-11	8121.0001
FORAKER 1207 2UMH-11	8184.0001
FORAKER 1207 3WH-11	8120.0001
FORMAN #1-20	1191.0001
FOSTER #4-21	5744.0001
FOSTER, L.A. #1-21 (SOLD)	1200.0001
FOSTER, L.A. #1-21D (SOLD)	1200.0001.002
FOX #1-16 (SOLD)	1209.0001
FOX #1-7 (SOLD)	4260.0001
FRONK #20-314 SOLD	7104.0001
FRY, ETHEL UNIT #1-5 SOLD	1228.0001
FUKSA 2007 #1LMH-14	7232.0001
GABL #1-1	1239.0001
GALLUP, ETHEL #1	4587.0001
GALLUP, J.A. #1	4588.0001
GALT, EDWARD #1-13	4645.0001
GAMBLE #1-3 (SOLD)	1241.0001
GARY #1-7	1255.0001
GASTON #1-18 (P&A)	3940.0001
GAUT A #1-31 (TA)	5420.0001
GEHRKE #1 (SOLD)	1272.0001
GEORGE 2-22 (SOLD)	1268.0001
GERKEN 2205 #1UMH-33	7846.0001
GETTINGS "A" #1-16	1276.0001
GIBSON, EMILY #2	6190.0001
GILLILAND GAS UNIT #1 (TA) SOLD	1287.0001
GILMORE #1-34 (SOLD)	1289.0001
GILSON #1-24	4101.0001
GILSON #2H-24	5630.0001
GILSON #3H-24	6172.0001
GLADYS #1-25	1296.0001
GLADYS #2H-25	6683.0001
GLADYS #3H-25	6865.0001
GLADYS 2712 #4H-25	7372.0001
GLEA #1-22	1298.0001
GLENDA JOY #1H-2	6884.0001
GLENN #1-9	1303.0001
GLOCK 2205 #1LMH-15	7875.0001

Location Name	Prop Number
GLODEN #1-24 (SOLD)	1304.0001
GOLDEN 1306 #1WH-18	7557.0001
GOLDTRAP #2-8 (SOLD)	1315.0001
GOODWIN UNIT #1-3 (SOLD)	1321.0001
GOTTSCH #2-10	1332.0001
GRAY #1-15R (WBO) SOLD	6897.0001
GREAT WHITE HAIR #1H-4 (SOLD)	6642.0001
GREER, M.S. UNIT #5 (SOLD)	3862.0004
GREER, M.S. UNIT #6 (SOLD)	3862.0005
GREER, M.S. UNIT #8 (SOLD)	3862.0007
GREER, M.S. UNIT #9 (SOLD)	3862.0008
GREGORY #1-32 (SOLD)	1362.0001
GROENWALD #1-18 (SOLD)	1378.0001
GUNDLACH, SOPHIA #1-22 (SOLD)	1385.0001
GUTH #1-24	4143.0001
H.E.L.C. #1H-16	6729.0001
H.E.L.C. #2H-16	7044.0001
HABBEN #2-7 (FORMLY #1 & #2) (SOLD)	1394.0001
HAFFNER #1-4 (SOLD)	1395.0001
HANK 2709 #1H-4	7350.0001
HARDIN UNIT #1-18	1439.0001
HARMAN #1-4	1441.0001
HARREL #1-8	1448.0001
HARRIS, RUBY #1 (SOLD)	4529.0001
HARTWIG #2-15 (MISS-HNT) (SOLD)	5651.0001.002
HARTWIG #2-15 (SOLD)	5651.0001
HAWK #1H-12 (SOLD)	6738.0001
HAWKER #1-33 (SOLD)	1492.0001
HAWKINS LITTLE #1-9 (SOLD)	1495.0001
HEATHER #1H-12	6868.0001
HEATHER #2H-12A	7384.0001
HELEN #1H-11	6964.0001
HELGA #2-29 (SOLD)	1515.0001
HELGA #4-29 (SOLD)	1517.0001
HEMLOCK 2205 1MOH-26	8142.0001
HENDERSON #3 (SOLD)	5192.0005
HENNESSEY UNIT 1907 #1LMH-27	7908.0001
HENNESSEY UNIT 1907 #1LMH-34	8135.0001
HENNESSEY UNIT 1907 #1UMH-33	8274.0001
HENNESSEY UNIT 1907 #2LOH-33	8275.0001

Location Name	Prop Number
HENNESSEY UNIT 1907 #3LMH-36-1	8165.0001
HENNESSEY UNIT 1907 #3UMH-33	8276.0001
HENNESSEY UNIT 1907 #4LOH-33	8277.0001
HENNESSEY UNIT 1907 #4UMH-36-1	8138.0001
HENNESSEY UNIT 1907 #5LMH-36-1	8139.0001
HENNESSEY UNIT 1907 #5UMH-33	8278.0001
HENNESSEY UNIT 1907 #6LOH-33	8279.0001
HENRY WIENS ESTATE #3	7986.0001
HENRY WIENS ESTATE #4	7986.0002
HENRY-JOHN #1-36	1533.0001
HERBER #1-6 (TA)	4140.0001
HERBER #2H-6 (TA)	4317.0001
HICKMAN 2107 #1MH-22	7539.0001
HIGDON #1-14	1548.0001
HILL "A" #1-11	1558.0001
HILL "A" #2-11	1558.0002
HINTON #3-28	1571.0001
HOBRECHT #1-10 (SOLD)	1576.0001
HODGDEN #1-2	1578.0001
HODGES #1-5 (TA) SOLD	4986.0001
HOGE #1-27 (SOLD)	1586.0001
HOGE #2-27 (SOLD)	1587.0001
HOGE #4-27 (SOLD)	1589.0001
HOLDER #1-14 (SOLD)	3946.0001
HOLDER #4-14 (SOLD)	1598.0001
HOMER H HENSON #1	7974.0001
HOMER H HENSON #2	7974.0002
HOWERTON #1-32 (SOLD)	1636.0001
HUCEK #1-1 (P&A)	1646.0001
HURST #1-28 (P&A)	1670.0001
HYER #1-15 (P&A)	1677.0001
INDEPENDENCE #1H-35	7164.0001
INGLE #2-29	6411.0001
IRETON #1-35 (SOLD)	1686.0001
IRETON #2-35 (SOLD)	1687.0001
IRV 2809 #1H-32 (P&A)	7344.0001
ISHMAEL #1-1 (P&A)	1692.0001
JACK B WHITE #1	4436.0001
JACK B WHITE #2	4436.0002
JAMES #1H-27 SOLD	7161.0001

Location Name	Prop Number
JANELLE 2716 #1H-24	7284.0001
JANTZ #1H-8	6992.0001
JARVIS UNIT #1-22 (SOLD)	1723.0001
JEANETTE #1-1 (P&A)	1728.0001
JENSEN #1-28	1734.0001
JENSEN #1-34 (SOLD)	1738.0001
JENSEN #2-28	1735.0001
JENSEN #3-34 (SOLD)	1739.0001
JOACHIM #1-14	1742.0001
JOACHIM #2H-14	6470.0001
JOHN H HENNEKE #1	7973.0001
JOHNSON 2-27 #2	6980.0001
JOHNSTON #1-32 (SOLD)	1766.0001
JOHNSTON #1H-24 (Weaber #2H-24)SOLD	6561.0001
JOMAR #1-18 (SOLD)	1772.0001
JOMAR #2-18 (SOLD)	1773.0001
JORDAN #2-6 (SOLD)	1788.0001
JULIA MAE #1-11 (SOLD)	1791.0001
K&J FARMS #1-2 (TA) SOLD	1796.0001
KANE #1H-5	6991.0001
KATIE FAYE #1-19 (SOLD)	1811.0001
KAUFMAN #1 (SOLD)	4778.0001
KAUK #2-3 (SOLD)	1812.0001
KECK #1-2	7983.0001
KELTCH #2-6 (P&A)	1830.0001
KEPHART #1-18 (P&A)	1841.0001
KEWANEE #1B (SOLD)	5178.0005
KEWANEE #2B (SOLD)	5178.0006
KEWANEE #3 (SOLD)	5178.0004
KILIMANJARO 1106 #1UMH-2	7790.0001
KILIMANJARO 1106 #1WH-2	7598.0001
KING #3 (SOLD)	5192.0002
KING #4 (SOLD)	5192.0003
KING 2809 #1H-33	7348.0001
KING KOOPA 1606 #1UMH-22	7559.0001
KING KOOPA 1606 #2LMH-22	8069.0001
KING KOOPA 1606 #3UMH-22	8070.0001
KING KOOPA 1606 #4UMH-22	8071.0001
KING KOOPA 1606 #5LMH-22	8059.0001
KING KOOPA 1606 #6UMH-22	8060.0001

Location Name	Prop Number
KLETKE #1H-7	7064.0001
KLINNERT UNIT #1-32 (WBO) (SOLD)	1882.0001
KOETTER #1-35 (SOLD)	1893.0001
KRAUS #1-19 (SOLD)	1900.0001
KUDU #1H-21	6952.0001
KUDU 2715 #2H-21	7277.0001
LABADIE #2C (SOLD)	5236.0005
LAGALY #1-24	1929.0001
LAMASTER #1H-23 SOLD	6626.0001
LAMASTER #2H-23 SOLD	6785.0001
LANMAN #1-12	1948.0001
LAUBACH #1-6 (P&A)	1957.0001
LAURENE #1-33	1962.0001
LAVADA #1-4 (SOLD)	1965.0001
LAWRENCE #1-34 (SOLD)	1970.0001
LEAKE "A" #1-7 (SOLD)	4924.0001
LEAKE #1-7 (SOLD)	4106.0001
LEAKE #3-7 (SOLD)	6462.0001
LEATHERMAN, LESTER #1-34 SOLD	7112.0001
LEE #1MH-1	6957.0001
LEE 2106 #2MH-1	7260.0001
LEFORCE #1H-26	6631.0001
LEGRANDE #1-21 (TA) (SOLD)	1988.0001
LEUSZLER #1-32	2007.0001
LEVAN ESTATE #1-31	2009.0001
LIBERTY #1H-27	7165.0001
LINDSAY DEESE UNIT	3878
LINDSAY DEESE UT -TR1	R0263
LINDSAY DEESE UT -TR10	R0272
LINDSAY DEESE UT -TR11	R0273
LINDSAY DEESE UT -TR12	R0274
LINDSAY DEESE UT -TR13	R0275
LINDSAY DEESE UT -TR14	R0276
LINDSAY DEESE UT -TR15	R0277
LINDSAY DEESE UT -TR16	R0278
LINDSAY DEESE UT -TR17	R0279
LINDSAY DEESE UT -TR18	R0280
LINDSAY DEESE UT -TR19	R0281
LINDSAY DEESE UT -TR2	R0264
LINDSAY DEESE UT -TR20	R0282

Location Name	Prop Number
LINDSAY DEESE UT -TR21	R0283
LINDSAY DEESE UT -TR22	R0284
LINDSAY DEESE UT -TR3	R0265
LINDSAY DEESE UT -TR4	R0266
LINDSAY DEESE UT -TR5	R0267
LINDSAY DEESE UT -TR6	R0268
LINDSAY DEESE UT -TR7	R0269
LINDSAY DEESE UT -TR8	R0270
LINDSAY DEESE UT -TR9	R0271
LISA #1-5	2027.0001
LISA #1A (SOLD)	6057.0001
LISA #3A (SOLD)	6057.0003
LOCHNER GAS UNIT #1-23 (SOLD)	2039.0001
LONIGAN 1-34 (P&A)	2063.0001
LOOKOUT NORTH #2 (SOLD)	5264.0001
LOOKOUT NORTH #5 (SOLD)	5264.0002
LOOKOUT SOUTH #1 (SOLD)	5264.0003
LOOKOUT SOUTH #1A (SOLD)	5264.0004
LOOKOUT SOUTH #2S (SOLD)	5264.0005.001
LOOKOUT SOUTH #4S (SOLD)	5264.0006
LORENE #1-1	4189.0001
LORENZ, DON #1-28 (SOLD)	2070.0001
LORENZ, DON #2-28 (P&A)	2071.0001
LORNA DEE #1H-10	6988.0001
LOVETT #1-17	2080.0001
LOWENHAUPT #1-14	7984.0001
LOWREY #1-11XLH SOLD	6916.0001
LUDWIG #2-28	2092.0001
LUECKE WEBER #2-14 (SOLD)	2094.0001
LUIGI 1605 #1UMH-19	7621.0001
LUTHI #1-33 (P&A)	2098.0001
MABEL H HENSON #1	7976.0001
MACH #1-26 (SOLD)	2109.0001
MACH #2-11	2108.0001
MANGO 2205 #1MOH-23	8143.0001
MARCELLA #1-18 (TA)	2125.0001
MARGARET, O.#1-20	2128.0001
MARGARET, O.#2-20 (P&A)	2129.0001
MARKES #1-4	2134.0001
MARKES #1MH-4	6869.0001

Location Name	Prop Number
MARKES #2-4 (TA)	2134.0002
MARKES #4-4	2134.0003
MARKES #5-4	4814.0001
MARY BETTY #1-13 (SOLD)	2152.0001
MARY LEE #2	6767.0001
MATTIE #1-6 (TA)	2171.0001
MAVERICK #1A-20 (SOLD)	2173.0001
MAXEY, JR & RL #1-24 (SOLD)	2179.0001
MAYBERRY #30-A (SOLD)	2185.0001
MCALPIN #2H-34	6719.0001
MCALPIN #3H-34	6886.0001
MCBRIDE #10 (SOLD)	5248.0002
MCBRIDE #11 (SOLD)	5248.0003
MCBRIDE #18 (SOLD)	5248.0004
MCBRIDE #20 (SOLD)	5248.0005
MCBRIDE #23 (SOLD)	5248.0006
MCBRIDE #32 (SOLD)	5248.0007
MCBRIDE #33 (SOLD)	5248.0008
MCBRIDE #34A (SOLD)	5248.0015
MCBRIDE #4 (SOLD)	5248.0001
MCCASLIN 'B' #3-25	2212.0001
MCCOMAS #1-5	2223.0001
MCDONALD, ALICE #1-19 (SOLD)	2238.0001
MCKEAN #1-16 (P&A)	2245.0001
MEHEW #1-6 (SOLD)	2294.0001
MELVIN SCOTT #1-8 (P&A)	2308.0001
MENDENHALL, PAUL #1-11 SOLD	2315.0001
MENDENHALL, PLUNK #2-11 SOLD	2316.0001
MENG #1-11 SOLD	2317.0001
MER #1-31	5343.0001
MERCER #1-32 (TA) SOLD	2318.0001
MILLER #1-26 (TA) SOLD	2347.0001
MILLER #1-3 (P&A)	2342.0001
MILLER #1-9	2344.0001
MILLER A #10 (SOLD)	5232.0004
MILLER A #11 (SOLD)	5232.0007
MILLER A #12 (SOLD)	5232.0005
MILLER A #14 (SOLD)	5232.0009
MILLER A #16 (SOLD)	5232.0011
MILLER A #2 (SOLD)	5232.0001

Location Name	Prop Number
MILLER A #5 (SOLD)	5232.0002
MILLER A #7 (SOLD)	5232.0006
MILLER A #9 (SOLD)	5232.0003
MILLS, EARL #2-28	2363.0001
MILLS, EARL #3-28	2364.0001
MILLSAP #1C (SOLD)	5274.0002
MITCHELL #1-7 (SOLD)	2375.0001
MOE JEROME 2201 #1WH-23 (SOLD)	7267.0001
MORAVA #1-29 (SOLD)	2428.0001
MORLAND #2H-10	6514.0001
MORLAND #3H-10	6990.0001
MORLAND 2716 #4H-10	7401.0001
MORRIS FAMILY #1-28H (P&A)	7133.0001
MURROW #2H-4	6672.0001
MURROW #3H-4	6685.0001
MYERS #1-13 (TA) SOLD	2472.0001
MYRTLE #1H-16	6885.0001
N MENO UNIT-IRVING UNRUH #1-5	2535.0001
NABHI #1H-22	6510.0001
NASH, NE UNIT TRACT 01	R0650
NASH, NE UNIT TRACT 02	R0651
NASH, NE UNIT TRACT 03	R0652
NASH, NE UNIT TRACT 04	R0653
NASH, NE UNIT TRACT 05	R0654
NASH, NE UNIT TRACT 06	R0655
NASH, NE UNIT TRACT 07	R0656
NASH, NE UNIT TRACT 08	R0657
NASH, NE UNIT TRACT 09	R0658
NASH, NE UNIT TRACT 10	R0659
NASH, NE UNIT TRACT 11	R0660
NASH, NE UNIT TRACT 12	R0661
NASH, NE UNIT TRACT 13	R0662
NASH, NE UNIT TRACT 14	R0663
NASH, NE UNIT TRACT 15	R0664
NASH, NE UNIT TRACT 16	R0665
NASH, NE UNIT TRACT 17	R0666
NASH, NE UNIT TRACT 18	R0667
NASH, NE UNIT TRACT 19	R0668
NASH, NE UNIT TRACT 20	R0669
NASH, NE UNIT TRACT 21	R0670

Location Name	Prop Number
NAULT #1-28 (SOLD)	2487.0001
NAYLOR FARMS #1-11H SOLD	7129.0001
NEELY UNIT	2494
NELSON #1-21 (P&A)	2501.0001
NETHERTON #1-15	2503.0001
NEVIUS "A" 1-25	2505.0001
NICOLE #1-9	4559.0001
NOBLE-THOMPSON #1-9 (SOLD)	2543.0001
NORMAN #1-14 (P&A)	2547
NORTH MENO HORIZ TRACT #01	R2041
NORTH MENO HORIZ TRACT #02	R2042
NORTH MENO HORIZ TRACT #03	R2043
NORTH MENO HORIZ TRACT #04	R2044
NORTH MENO HORIZ TRACT #05	R2045
NORTH MENO HORIZ TRACT #06	R2046
NORTH MENO HORIZ TRACT #07	R2047
NORTH MENO HORIZ TRACT #08	R2048
NORTH MENO HORIZ TRACT #09	R2049
NORTH MENO HORIZ TRACT #10	R2050
NORTH MENO HORIZ TRACT #11	R2051
NORTH MENO HORIZ TRACT #12	R2052
NORTH MENO HORIZ TRACT #13	R2053
NORTH MENO UNIT TRACT #01	R1838
NORTH MENO UNIT TRACT #02	R1839
NORTH MENO UNIT TRACT #03	R1840
NORTH MENO UNIT TRACT #04	R1841
NORTH MENO UNIT TRACT #05	R1842
NORTH MENO UNIT TRACT #06	R1843
NORTH MENO UNIT TRACT #07	R1844
NORTH MENO UNIT TRACT #08	R1845
NORTH MENO UNIT TRACT #09	R1846
NORTH MENO UNIT TRACT #10	R1847
NORTH MENO UNIT TRACT #11	R1848
NORTH MENO UNIT TRACT #12	R1849
NORTH MENO UNIT TRACT #13	R1850
NORTHROP #1-21 (TA) (SOLD)	2558.0001
NW TECUMSEH UNIT-TR01	R1136
NW TECUMSEH UNIT-TR02	R1137
NW TECUMSEH UNIT-TR03	R1138
NW TECUMSEH UNIT-TR04	R1139

Location Name	Prop Number
NW TECUMSEH UNIT-TR05	R1140
NW TECUMSEH UNIT-TR06	R1141
NW TECUMSEH UNIT-TR07	R1142
NW TECUMSEH UNIT-TR08	R1143
NW TECUMSEH UNIT-TR09	R1144
NW TECUMSEH UNIT-TR10	R1145
NW TECUMSEH UNIT-TR11	R1146
NW TECUMSEH UNIT-TR12	R1147
NW TECUMSEH UNIT-TR13	R1148
NW TECUMSEH UNIT-TR14	R1149
NW TECUMSEH UNIT-TR15	R1150
NW TECUMSEH UNIT-TR16	R1151
NW TECUMSEH UNIT-TR17	R1152
NW TECUMSEH UNIT-TR18	R1153
NW TECUMSEH UNIT-TR19	R1154
NW TECUMSEH UNIT-TR20	R1155
NW TECUMSEH UNIT-TR21	R1156
NW TECUMSEH UNIT-TR22	R1157
NW TECUMSEH UNIT-TR23	R1158
NW TECUMSEH UNIT-TR24	R1159
NW TECUMSEH UNIT-TR25	R1160
NW TECUMSEH UNIT-TR26	R1161
NW TECUMSEH UNIT-TR27	R1162
NW TECUMSEH UNIT-TR28	R1163
NW TECUMSEH UNIT-TR29	R1164
NW TECUMSEH UNIT-TR30	R1165
NW TECUMSEH UNIT-TR31	R1166
NW TECUMSEH UNIT-TR32	R1167
NW TECUMSEH UNIT-TR33	R1168
NW TECUMSEH UNIT-TR34	R1169
NW TECUMSEH UNIT-TR35	R1170
NW TECUMSEH UNIT-TR36	R1171
NW TECUMSEH UNIT-TR37	R1172
NW TECUMSEH UNIT-TR38	R1173
NW TECUMSEH UNIT-TR39	R1174
NW TECUMSEH UNIT-TR40	R1175
NW TECUMSEH UNIT-TR41	R1176
NW TECUMSEH UNIT-TR42	R1177
NW TECUMSEH UNIT-TR43	R1178
NW TECUMSEH UNIT-TR44	R1179

Location Name	Prop Number
NW TECUMSEH UNIT-TR45	R1180
NW TECUMSEH UNIT-TR46	R1181
NW TECUMSEH UNIT-TR47	R1182
NW TECUMSEH UNIT-TR48	R1183
NW TECUMSEH UNIT-TR49	R1184
NW TECUMSEH UNIT-TR50	R1185
NW TECUMSEH UNIT-TR51	R1186
NW TECUMSEH UNIT-TR52	R1187
NW TECUMSEH UNIT-TR53	R1188
NW TECUMSEH UNIT-TR54	R1189
NW TECUMSEH UNIT-TR55	R1190
NW TECUMSEH UNIT-TR56	R1191
NW TECUMSEH UNIT-TR57	R1192
NW TECUMSEH UNIT-TR58	R1193
NW TECUMSEH UNIT-TR59	R1194
ORANGE 2205 #1MOH-14	8144.0001
OSWALD #1-3 SOLD	3971.0001
OSWALD #2-3 SOLD	3972.0001
OSWALD #3-3 (TA) SOLD	3973.0001
OTTIS #2-20 (SOLD)	2602.0001
OWL #1MH-1 (SOLD)	6870.0001
OZELL #1H-31 SOLD	6839.0001
PAASCH #1-12 SOLD	2607.0001
PAASCH #2-12 SOLD	2608.0001
PADBERG #1-35 (SOLD)	2609.0001
PASTORIOUS #1-10 (SOLD)	2628.0001
PATRIOT #1H-32	7163.0001
PATTERSON 1-29	2635.0001
PEAR 2106 #1LMH-23	7873.0001
PEBBLE 2007 #1LMH-9	7972.0001
PECAN 2106 #1UMH-16	7907.0001
PENGUIN #1MH-26 (SOLD)	7158.0001
PENNER #1-2	2658.0001
PERDUE 1707 #1OH-22	7469.0001
PERKINS, V.O. #1-3 (SOLD)	2662.0001
PERRY OSWEGO WATERFLOOD UNIT (SOLD)	3883
PERRY TRUST #1-11 (SOLD)	2666.0001
PERRY-FERRAND #2-27 (SOLD)	5467.0001
PERRY-FERRAND #27-A (SOLD)	2664.0001
PERRY-FERRAND #3-27 (SOLD)	5468.0001

Location Name	Prop Number
PETERS H #1-9 (TA)	2678.0001
PETREE #1-8 (P&A)	2680.0001
PETREE #3-9	4081.0001
PETREE #5-9	4414.0001
PETTIGREW "A" #1-15	2694.0001
PHILLIPS #2H-10	6673.0001
PHILLIPS #2H-16	6674.0001
PHILLIPS #2H-9	6495.0001
PHILLIPS #3-33 (SOLD)	4779.0001
PHILLIPS #3H-9	7016.0001
PHILLIPS #512 (SOLD)	5266.0005
PITMAN #1-24 (SOLD)	2732.0001
PITMAN 2107 #1LMH-36	7833.0001
PIXLEY #13 (SOLD)	5257.0010
PIXLEY #7R (SOLD)	5178.0010.002
PLATTER 2007 #1LMH-36	7901.0001
PLOEGER #1-27 (SOLD)	2736.0001
POLO, EAST WATERFLOOD UNIT (SOLD)	3885
POPLAR #1MH-31	7038.0001
POSPISIL #1-29	2752.0001
POST #1-18 (P&A)	2753.0001
POWERS #1-8 (CEI) (SOLD)	2762.0001
POWERS, W L #1-8	2764.0001
POWFU HORIZONTAL (SOLD)	7028
PRODIGY #1-19H (TA) (SOLD)	6941.0001
PSO #1-14 (SOLD)	6832.0001
QUARRY #1A (SOLD)	5210.0003
QUARRY #2A (SOLD)	5210.0001
RADTKE #1-15 (SKINNER)	4196.0001.001
RADTKE #1-15 MISS./HUNTON	4196.0001.002
RAGAN #1-29 (TA) (SOLD)	2790.0001
RAINEY #1-12 (P&A)	2791.0001
RAINS #1A-29 (SOLD)	2792.0001
RAMSEY #1-10 (P&A)	2798.0001
RATZLAFF #2-11 (WBO) (SOLD)	2811.0002
RAY #1H-11 (P&A)	4382.0001
RAY #5-11 (P&A)	4874.0001
REDDICK #1-24H SOLD	7119.0001
REDWOOD 2105 #1MH-3	7380.0001
REGIER #1-25	2835.0001

Location Name	Prop Number
REMINGTON 2205 #1MOH-32	8105.0001
RHODES #2H-33	6721.0001
RHODES #3H-33	7017.0001
RHODYBACK 10-1 (SOLD)	2846.0001
RICHARD #7-2 (SOLD)	4633.0001
RICK #1B (TA) (SOLD)	5236.0001
RICK #3B (SOLD)	5236.0003
RIDDLE #2-32A (BROMIDE)(P&A)	2851.0001.001
RIDDLE #2-32A (P&A)	2851.0001
RIDDLE #2-32A (TULIP CREEK)(P&A)	2851.0001.002
RIDLEY, BRUCE #1 (WBO) (SOLD)	7451.0001
RISELEY #1-30	2868.0001
RISING #1-19	2867.0001
ROBERTSON #2-34 (SOLD)	2876.0001
ROBERTSON #4H-34 (SOLD)	6151.0001
ROBINSON GAS UNIT #1-23 (P&A)	2881.0001
ROGERS #1-21 (SOLD)	2888.0001
ROGERS,IDA MARIE #1-3 (TA) SOLD	2890.0001
ROHRER, H.E. #1 (TA) SOLD	4167.0001
ROLLINS #1-2 (TA) SOLD	2893.0001
ROOF #1-20 (SOLD)	2895.0001
ROSE, GEORGE L. #1 (SOLD)	4528.0001
ROSS #1-34H (SOLD)	2901.0001
ROTHER #2-4	7653.0001
RUBY #1-36 (P&A)	2929.0001
RUBY #2H-36	6660.0001
RUBY #3H-36	6718.0001
RUBY 2712 #4H-36	7371.0001
RUGER 2205 #1MOH-29	8106.0001
SALISBURY #1-21 (SOLD)	2954.0001
SANFORD 1207 1SMH-2	8174.0001
SAUNDERS #3-2 SOLD	7110.0001
SAVAGE 2106 #1MH-11	8021.0001
SAWATSKY #1-3 (P&A)	2977.0001
SCHULTZ #2H-15	6615.0001
SCHULTZ #3H-15	6715.0001
SCHUMACHER #1-22	3010.0001
SCHUPBACH #1H-20	6620.0001
SCHUSTER #2-23 SOLD	3011.0001
SCHWAB #1-33 (P&A)	3012.0001

Location Name	Prop Number
SCHWARZ "C" #1-29 (SOLD)	3013.0001
SCHWARZ #2-36	3015.0001
SCOUT #1H-1 (SOLD)	6478.0001
SE TONKAWA UNIT TRACT 01	R0323
SE TONKAWA UNIT TRACT 02	R0324
SE TONKAWA UNIT TRACT 03	R0325
SELMAN #1-2	3039.0001
SEQUOIA 2106 1MOH-12	8145.0001
SEVERIN #1-19	7995.0001
SHADOWCREEK 2007 #1LMH-10	7951.0001
SHANNON #2-35	3053.0001
SHAW #2-2 (P&A)	3058.0001
SHIRE #1H-8	6632.0001
SHIRE #2H-8	6749.0001
SIEGRIST #4-9	3112.0001
SIGNAL HILL #15-1A (SOLD)	5233.0002
SIGNAL HILL #16-1 (SOLD)	5233.0014
SIGNAL HILL #16-1B (SOLD)	5233.0015
SIGNAL HILL #1A (SOLD)	5233.0005
SIGNAL HILL #1B-21 (SOLD)	5233.0022
SIGNAL HILL #21-1 (SOLD)	5233.0023
SIGNAL HILL #2-15 (SOLD)	5233.0001
SIGNAL HILL #2C (SOLD)	5233.0016
SIGNAL HILL #3-16 (SOLD)	5233.0017
SIGNAL HILL #3-17 (SOLD)	5233.0019
SIGNAL HILL #3A (SOLD)	5233.0007
SIGNAL HILL #3D (SOLD)	5233.0021
SIGNAL HILL #4 (SOLD)	5233.0003
SIGNAL HILL #4C (SOLD)	5233.0012
SIMPSON A #12 (SOLD)	5247.0001
SIMPSON A #22 (SOLD)	5247.0002
SIMPSON A #24 (SOLD)	5247.0003
SIMPSON A #26 (SOLD)	5247.0004
SISSON #1-36	3121.0001
SMITH, J. H. A-3 (SOLD)	4433.0001
SNODDY #1H-21	6867.0001
SNODDY #2H-21	7043.0001
SPARKS #1-31 (SOLD)	3177.0001
SPYGLASS 2007 #1LMH-12	8022.0001
STATE "A" #1-36 (TRI)	3225.0001

Location Name	Prop Number
STATE "A" #2-36	3994.0001
STATE "A" #3-36	5791.0001
STATE #1-13 SOLD	3213.0001
STATE #1-29 (PPMC)	3215.0001
STATE #1-36 (KAY CTY) (SOLD)	3219.0001
STATE #1-5 (P&A)	3212.0001
STATE F #2 LOVELL ZONE (TA) SOLD	3227.0001.001
STATE F #2 CHESTER ZONE (TA) SOLD	3227.0001.002
STATE GAS UNIT "B" #1 SOLD	7202.0001
STEINFELDT #1-28 (SOLD)	3269.0001
STELLA DICK #1	7964.0001
STEPHENS UNIT #2	7996.0001
STEWARD #1H-8	7154.0001
STINSON #1A (SOLD)	5187.0001
STINSON #2A (SOLD)	5187.0002
STINSON #3A (SOLD)	5187.0003
STINSON #B-1 (SOLD)	5327.0001
STITH #1 (SOLD)	5190.0001
STITH #10 (SOLD)	5190.0008
STITH #11 (SOLD)	5190.0011
STITH #12 (SOLD)	5190.0012
STITH #13 (SOLD)	5190.0013
STITH #5 (SOLD)	5190.0010
STITH #8 (SOLD)	5190.0006
STITH #9 (SOLD)	5190.0007
STOOKEY 1-18 (SOLD)	3309.0001
STREBER #1-20 (SOLD)	3316.0001
STURDIVAN STATE #2-23 SOLD	7099.0001
SUTTER "A" #1-9	3342.0001
SW ANTIOCH GIBSON SAND UNIT	3897
SYCAMORE UNIT	5062
SYCAMORE UNIT TRACT #01	R0912
SYCAMORE UNIT TRACT #02	R0913
SYCAMORE UNIT TRACT #03	R0914
SYCAMORE UNIT TRACT #04	R0915
SYCAMORE UNIT TRACT #05	R0916
SYCAMORE UNIT TRACT #06	R0917
SYCAMORE UNIT TRACT #07A	R0918
SYCAMORE UNIT TRACT #08	R0919

Location Name	Prop Number
SYCAMORE UNIT TRACT #09	R0920
SYCAMORE UNIT TRACT #10	R0921
SYCAMORE UNIT TRACT #11	R0922
SYCAMORE UNIT TRACT #12	R0923
SYCAMORE UNIT TRACT #13	R0924
SYCAMORE UNIT TRACT #14	R0925
SYCAMORE UNIT TRACT #15	R0926
SYCAMORE UNIT TRACT #16	R0927
SYCAMORE UNIT TRACT #16A	R0928
SYCAMORE UNIT TRACT #17	R0929
SYCAMORE UNIT TRACT #18	R0930
SYCAMORE UNIT TRACT #19	R0931
SYCAMORE UNIT TRACT #20	R0932
SYCAMORE UNIT TRACT #21	R0933
SYCAMORE UNIT TRACT #22	R0934
SYCAMORE UNIT TRACT #23	R0935
SYCAMORE UNIT TRACT #24	R0936
SYCAMORE UNIT TRACT #25	R0937
SYCAMORE UNIT TRACT #26	R0938
SYCAMORE UNIT TRACT #27	R0939
SYCAMORE UNIT TRACT #28	R0940
SYCAMORE UNIT TRACT #29	R0941
SYCAMORE UNIT TRACT #30	R0942
SYCAMORE UNIT TRACT #31	R0943
SYCAMORE UNIT TRACT #32	R0944
SYCAMORE UNIT TRACT #34	R0945
SYCAMORE UNIT TRACT #36	R0946
SYCAMORE UNIT TRACT #37	R0947
SYCAMORE UNIT TRACT #38	R0948
SYCAMORE UNIT TRACT #39	R0949
SYCAMORE UNIT TRACT #40	R0950
SYCAMORE UNIT TRACT #41	R0951
SYCAMORE UNIT TRACT #44	R0952
SYCAMORE UNIT TRACT #45	R0953
SYCAMORE UNIT TRACT #46A	R0954
SYCAMORE UNIT TRACT #49	R0955
SYCAMORE UNIT TRACT #50	R0956
SYCAMORE UNIT TRACT #51	R0957
SYCAMORE UNIT TRACT #52	R0958
SYCAMORE UNIT TRACT #53	R0959

Location Name	Prop Number
SYCAMORE UNIT TRACT #54	R0960
SYCAMORE UNIT TRACT #55	R0961
SYCAMORE UNIT TRACT #56	R0962
SYCAMORE UNIT TRACT #57	R0963
SYCAMORE UNIT TRACT #58	R0964
SYCAMORE UNIT TRACT #59	R0965
SYCAMORE UNIT TRACT #60	R0966
SYCAMORE UNIT TRACT #61A	R0967
SYCAMORE UNIT TRACT #62	R0968
SYCAMORE UNIT TRACT #63	R0969
SYCAMORE UNIT TRACT #64	R0970
SYCAMORE UNIT TRACT #65	R0971
SYCAMORE UNIT TRACT #66	R0972
SYCAMORE UNIT TRACT #67	R0973
SYCAMORE UNIT TRACT #68	R0974
SYCAMORE UNIT TRACT #69	R0975
TATE #1-A (SOLD)	6429.0001
TAYLOR #1-13 (BEAVER CO) SOLD	4166.0001
TAYLOR #1-24	3995.0001
TAYLOR #1-7	3363.0001
TEMPLE "F" #1-31	3370.0001
TEXHOMA #1-32 (P&A)	3373.0001
THE DUDE 1707 #1UMH-12	7544.0001
THEMER "A" #3-4	3376.0001
THOMAS #1-24 (SOLD)	3379.0001
THOMAS, J.B. #1 (P&A)	3382.0001
THOMASSON #1 (SOLD)	6539.0001
TIDBALL #1-26 (SOLD)	3407.0001
TITTERINGTON #1-15	3412.0001
TITTERINGTON A #2-15	6415.0001
TITTERINGTON, W C #A-1	6158.0001
TITUS #1-25 (P&A)	4931.0001
TREECE "A" #1-4 (P&A)	3433.0001
TRIBAL #1-19	3437.0001
TROJAN 2007 #1MH-11	7233.0001
TROJAN 2007 #1MH-2	7234.0001
TRUMAN UNIT #1-27 (SOLD)	3440.0001
TULSA UNIVERSITY C-1A	4613.0001
V BAR FARMS #1-27H SOLD	7091.0001
VANDERWORK "A" #1-36(P&A) (TORONTO)	3495.0001.002

Location Name	Prop Number
VANN #1-28 (TA) (SOLD)	3496.0001
VANN #2-28 (SOLD)	3497.0001
VANN C-1-T (SOLD)	3500.0001
VANN D-1 (TA) (SOLD)	3501.0001
VASICEK #1-29	3502.0001
VICKI #1-32 (TA) (SOLD)	3516.0001
VOORHEES 1-15 (SOLD)	3539.0001
VOORHEES 2-15 (SOLD)	3540.0001
VOORHEES, LEON #1-13	4646.0001
VORE #1-7 (TA)	3541.0001
VORE #1-8	3544.0001
VORE #2-7 (MISSISSIPPI) (SOLD)	3542.0001.001
W. V. WEATHERS UNIT #1 (P&A)	4305.0001
W.I.C. #2-30 (SOLD)	3546.0001
WADKINS #1-11 (SOLD)	3551.0001
WALLER #1-31 (SOLD)	3565.0001
WALTERS "A" #1-21 (SOLD)	3573.0002
WALTERS #1-21 (SOLD)	3573.0001
WANDA #1 (SOLD)	5254.0001
WARR #1-21	3586.0001
WAY VIDA #2 (SOLD)	5250.0001
WAY VIDA #4 (SOLD)	5250.0002
WAY VIDA #5 (SOLD)	5250.0003
WAY VIDA #7 (SOLD)	5250.0004
WAY VIDA #8 (SOLD)	5250.0005
WAY VIDA #9 (SOLD)	5250.0006
WEBER UNIT #2-25 (SOLD)	4667.0001
WEG #4 (AVANT) (SOLD)	3610.0001
WEHMULLER #2-2	3612.0001
WELLS #20-316 SOLD	7082.0001
WELLS A #1-6 (SOLD)	3623.0001
WESSEL #1H-1	6686.0001
WESSEL #2H-1	6866.0001
WHEELER #2-18 SOLD	7076.0001
WHITAKER "A" #1-20 (P&A)	3671.0001
WHITE #1	3679.0001
WHITE #1-19	8474.0001
WHITE OAK 2206 #1UMH-36	7263.0001
WHITEHORN #1-31B (SOLD)	6905.0001
WHITEHORN #1-35B (SOLD)	6771.0001

Location Name	Prop Number
WHITEHORN #2-31B (SOLD)	6905.0003
WHITEHORN #4-31B (SOLD)	6905.0004
WHITEHORN #5-31B (SOLD)	6905.0005
WHITEHORN #6-31B (SOLD)	6905.0006
WIEDEMAN #1-27 (SOLD)	3707.0001
WIEDEMANN #1-15 (P&A)	3708.0001
WILDS "B" #1-31	3724.0001
WILDS #1-24 (P&A)	3723.0001
WILKERSON #1-11	3725.0001
WILLEFORD "G" #1-19 (SOLD)	3729.0001
WILLIAMS, D M #1-13 (P&A)	3740.0001
WILLIAMSON #1	7988.0001
WILLIAMSON 2107 #1UMH-19	7626.0001
WILLIS #1-34 (SOLD)	3745.0001
WILLS, PAUL "A" #3-25 (SOLD)	3748.0001
WILLS, PAUL "A" #6-25 (SOLD)	3749.0001
WILSON B #12 (SOLD)	5234.0003
WILSON B #14 (SOLD)	5234.0015
WILSON B #15 (SOLD)	5234.0004
WILSON B #16 (SOLD)	5234.0005
WILSON B #18 (SOLD)	5234.0006
WILSON B #19 (SOLD)	5234.0007
WILSON B #20 (SOLD)	5234.0008
WILSON B #21 (SOLD)	5234.0009
WILSON B #22 (SOLD)	5234.0010
WILSON B #23 (SOLD)	5234.0017
WILSON B #6 (SOLD)	5234.0001
WILSON B #7 (SOLD)	5234.0012
WILSON B #8 (SOLD)	5234.0002
WION #1-17 (SOLD)	3766.0001
WITTKOPP #2-10	3768.0001
WITTROCK/KERR #2-1 (P&A)	3770.0001
WOLF #1-29 (P&A)	3774.0001
WOLF 2209 #1OH-20	7423.0001
WOODARD #2H-24	4880.0001
WOODARD #3H-24	5396.0001
WOODARD #4H-24	6408.0001
WOODWARD #1-13A (P&A)	3785.0001
WRIGHT #1-32 (CELLC-Opr)	3799.0001
WYATT #1-23 (P&A)	3802.0001

Location Name	Prop Number
YORK #1-29 (SOLD)	3808.0001
YOUNG A #1 (SOLD)	3811.0001
ZALOUDIK #1	3819.0002
ZALOUDIK #2	3819.0003
ZALOUDIK #3	3819.0004
ZALOUDIK #4-1 (P&A)	3824.0001
ZALOUDIK LEASE	3819.0001

Exhibit G

List of Affiliates of Defendant

CEI Acquisition, L.L.C.
CEI Pipeline, L.L.C.
Chaparral Biofuels, L.L.C.
Chaparral CO2, L.L.C.
Chaparral Energy, Inc.
Chaparral Energy, L.L.C.
Chaparral Exploration, L.L.C.
Chaparral Real Estate, L.L.C.
Chaparral Resources, L.L.C.
Charles Energy, L.L.C.
Chestnut Energy, L.L.C.
Green Country Supply, Inc.
Roadrunner Drilling, L.L.C.
Trabajo Energy, L.L.C.

Exhibit 2

Notice of Settlement for Direct Mail

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
CHAPARRAL ENERGY, INC., *et al.*,[1]	)	Case No. 20-_____ (___)
Debtors.	)	(Joint Administration Requested)
In re:	)	Chapter 11
CHAPARRAL ENERGY, INC., *et al.*,[2]	)	Case No. 16-11144 (LSS)
Reorganized Debtor.	)	

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

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 RELEASE OF CERTAIN CLAIMS. IF YOU DO NOT OPT-OUT OF THE SETTLEMENT CLASS, YOUR LEGAL RIGHTS WILL BE AFFECTED. IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE, THE PROPOSED SETTLEMENT AGREEMENT, OR YOUR PARTICIPATION IN THE PROPOSED SETTLEMENT, PLEASE DO NOT CONTACT THE COURT, THE DEFENDANT, OR ITS COUNSEL. ALL QUESTIONS SHOULD BE DIRECTED TO SETTLEMENT CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR. A HEARING TO DETERMINE THE FAIRNESS OF THE SETTLEMENT AGREEMENT AND TO FINALLY APPROVE THE SETTLEMENT AGREEMENT WILL BE HELD ON [•], 2020 AT [•], PREVAILING EASTERN TIME, BEFORE THE HONORABLE [•], AT 824 NORTH MARKET STREET, WILMINGTON, DELAWARE, 19801.

[1] The Debtors in these cases, along with the last four digits (or five digits, in cases in which multiple Debtors have the same last four digits) of each Debtor's federal tax identification number, are: CEI Acquisition, L.L.C. (1817); CEI Pipeline, L.L.C. (6877); Chaparral Biofuels, L.L.C. (1066); Chaparral CO2, L.L.C. (1656); Chaparral Energy, Inc. (90941); Chaparral Energy, L.L.C. (20941); Chaparral Exploration, L.L.C. (1968); Chaparral Real Estate, L.L.C. (1655); Chaparral Resources, L.L.C. (1710); Charles Energy, L.L.C. (3750); Chestnut Energy, L.L.C. (9730); Green Country Supply, Inc. (2723); Roadrunner Drilling, L.L.C. (2399); and Trabajo Energy, L.L.C. (9753). The Debtors' address is 701 Cedar Lake Boulevard, Oklahoma City, OK 73114.

[2] The reorganized debtor in this chapter 11 case, along with the last four digits of the reorganized debtor's federal tax identification number, is Chaparral Energy, Inc. (0941). The reorganized debtor's address is 701 Cedar Lake Blvd., Oklahoma City, OK 73114.

THIS IS AN OFFICIAL NOTICE SENT TO YOU UNDER COURT ORDER FROM THE HONORABLE [•], JUDGE OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, TO THE SETTLEMENT CLASS, DEFINED AS:

> All non-governmental royalty owners who own or owned mineral interests prior to the Petition Date covering wells operated by Chaparral in the State of Oklahoma, or in which Chaparral markets production, that produced natural gas and/or natural gas constituents or components, such as residue gas, natural gas liquids (or heavier liquefiable hydrocarbons), gas condensate or distillate, or casinghead gas and which is or was subject to a marketing arrangement including a percentage of proceeds, percentage of index and/or percentage of liquids arrangement and whose lease or leases with Chaparral include *Mittelstaedt* Clauses, with such Settlement Class commencing on June 1, 2006.

More information can be found on the website established for communications about this settlement: naylorchaparralfundsettlement.com. The website includes a list of Class Wells that are affected by, and subject to, this Settlement as well as the entire Settlement Agreement with its exhibits (the "Settlement Agreement" or "Agreement").[3]

The United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") authorized this notice (this "Notice"). This is not a solicitation from a lawyer. The purpose of this Notice is to advise you that:

1. The Bankruptcy Court has preliminarily approved the Settlement and has certified a Settlement Class for settlement purposes only as defined above.

2. The Class Representative, Class Counsel, and Defendant have entered into a Settlement Agreement that shall become effective if court orders approving the Settlement become final and not subject to appeal. The Settlement Agreement provides that the 2016 Class Proof of Claim shall be allowed, pursuant to which the 2016 Class Claimants shall be entitled to receive payment under the 2020 Plan as though they had had received, in aggregate, 1,432,300 shares of Class A common stock of Chaparral Energy, Inc. prior to the commencement of the 2020 Bankruptcy Cases; and that the Defendant shall pay $2,500,000.00 (Two Million Five Hundred Thousand Dollars) in cash to the Settlement Class (the "Settlement Cash Proceeds"), $850,000 (Eight Hundred Fifty Thousand Dollars) to Settlement Class Council on account of fees, costs, and expenses, and $150,000 (One Hundred Fifty Thousand Dollars) to the Class Representative (together with the payment to the Settlement Class Counsel, the "Class Fees and Expenses"), subject to the conditions and qualifications set forth in the Agreement.

[3] Capitalized terms not defined herein shall have the meanings set forth in the Settlement Agreement.

3. The Bankruptcy Court will conduct a hearing to determine whether to finally approve the Settlement, among other things (the "Settlement Fairness Hearing").

TO OBTAIN THE BENEFITS OF THIS PROPOSED SETTLEMENT, YOU DO NOT HAVE TO DO ANYTHING.

II. SUMMARY OF THE CLASS ACTION LITIGATION

This Royalty Class Action Lawsuit was originally filed against Chaparral Energy, L.L.C. on June 7, 2011 as *Naylor Farms, Inc. v. Chaparral Energy, LLC*, No. 5:11-cv-00634-HE (the "Royalty Class Action Lawsuit") in the District Court for the Western District of Oklahoma (the "Oklahoma District Court") on behalf of royalty owners in wells in that jurisdiction, asserting claims for breach of lease and breach of fiduciary duty based on Defendant's alleged underpaid royalties to royalty owners. The Released Claims (as defined in section 1.25 of the Settlement Agreement) include all claims that were or could have been asserted in the Royalty Class Action Lawsuit relating to royalties on gas and gas constituents in connection with the Royalty Class Action Lawsuit.

Defendant has adamantly denied, and continues to deny, the claims asserted in the Royalty Class Action Lawsuit and has vigorously defended against them.

On August 16, 2020, Chaparral Energy, Inc. and its subsidiaries, including Chaparral Energy, L.L.C., filed a voluntary petition under chapter 11 of title 11 of the United States Code in the Bankruptcy Court. With the commencement of the 2020 Bankruptcy Cases, the Parties jointly moved for preliminary approval of the Settlement and approval of this Notice to be provided to potential members of the Settlement Class. If the Settlement is not approved or is terminated, the Parties shall be returned to the status quo that existed immediately prior to the date of execution of the Settlement Agreement. If the Bankruptcy Court finally approves the Settlement, the Royalty Class Action Lawsuit will be dismissed with prejudice.

By giving this Notice, the Bankruptcy Court is not expressing any opinion regarding the merits of the Class Representative's claims or Defendant's defenses. Nothing contained in this Notice should be construed as suggesting the Court's view as to which side might prevail should this matter proceed to trial on the merits.

III. CLASS CERTIFICATION

The Bankruptcy Court has entered the Preliminarily Approval Order. The Preliminary Approval Order is available at naylorchaparralfundsettlement.com or http://www.kccllc.net/chaparral2020.

In the Preliminary Approval Order, for settlement purposes only, the Bankruptcy Court approved the Settlement Class as described above, designated Naylor Farms, Inc. as the Class Representative of the Settlement Class, and appointed Conner L. Helms of the Helms Law Firm and representative of Helms & Underwood, previously known as Helms, Underwood & Cook, as Settlement Class Counsel.

You may hire your own attorney if you wish; however, you will be responsible for your attorney's fees and expenses.

IV. THE PROPOSED CLASS SETTLEMENT

Following extensive settlement negotiations, the Class Representative, on behalf of itself and the Settlement Class, Settlement Class Counsel, and the Defendant have agreed to enter into the Settlement Agreement and grant the releases of the Released Claims contained therein.

The basic terms of the Settlement Agreement between the Settlement Class and the Defendant are as follows:

1. The 2016 Class Proof of Claim will be allowed in an aggregate amount of $45,000,000.00, subject to the following conditions:

   (a) All individual proofs of claim asserting claims subsumed within or similar to the 2016 Class Proof of Claim, including but not limited to Claim #1207, Claim #1208, Claim #1209, Claim #1210, and Claim #1213, shall be withdrawn from the Prior Bankruptcy Cases, but may be submitted to the Settlement Administrator for the purpose of determining any entitlement to a distribution in accordance with the 2020 Plan.

   (b) The Parties acknowledge and agree that, pursuant to the Prior Bankruptcy Plan, the 2016 Class Claimants shall be entitled to receive payment under the 2020 Plan as though they had received, in aggregate, 1,432,300 shares of Class A common stock of Chaparral Energy, Inc. prior to the commencement of the 2020 Bankruptcy Cases.

   (c) The Parties acknowledge and agree that in the 2020 Bankruptcy Cases, the 2016 Class Claimants shall receive treatment equal, on a per share basis, to the value, if any, provided to Chaparral Energy, Inc.'s current equity security holders in accordance the 2020 Plan.

   (d) The Parties acknowledge and agree that the allowance of the 2016 Class Proof of Claim, including any filings made or actions taken by the Debtors, their Affiliates, or any other parties to effectuate the allowance of the 2016 Class Proof of Claim, is not, and shall not be deemed to be, an admission of liability or wrongdoing, and any such liability or wrongdoing is expressly denied by the Debtors and their Affiliates.

2. Defendant will pay the following sums: $2,500,000.00 to the Settlement Class in full, complete, and final settlement of all Released Claims as to all Released Parties; $850,000.00 to the Settlement Class Counsel; and $150,000.00 to the Class Representative.

3. The Released Parties include: (a) the Defendant, the Affiliates of the Defendant, including those named on **Exhibit G** to the Settlement Agreement, and the Reorganized Debtors, and shall also include the respective past, present and future Affiliates, employees, officers, directors, limited partners, general partners, shareholders, managers, members, attorneys, agents and/or other representatives of such entities; and (b) other working interest owners in Class Wells, who shall also constitute Released Parties, but only to the extent the Defendant and/or the Affiliates of the Defendant marketed gas or gas constituents and paid royalty on behalf of such other working interest owners prior to the date on the Judgments in both the Prior Bankruptcy Cases and the 2020 Bankruptcy Cases have been entered.

4. Defendant and the Class Representative agree that the Settlement Cash Proceeds shall be for the benefit of the Settlement Class.

5. Upon the Effective Date, all Settlement Class Members shall be deemed to have released all of the Released Parties, Settlement Class Counsel, and the Class Representative from all claims arising from or in connection with the negotiation, execution, solicitation, administration, determination, calculation, or payment of benefits or the investment or distribution of the Settlement Cash Proceeds.

6. The Released Claims (as defined in section 1.25 of the Settlement Agreement) include all claims, demands, actions, causes of action, allegations, compulsory or permissive counterclaims, credits, off-sets, defenses, rights, obligations, costs, fees, losses, and damages of any and every kind or nature, known or unknown, whether in law or equity, in tort or contract, or arising under any statute or regulations, that are associated with the marketing, movement, treatment, processing, sale, trade, calculation, reporting, allocation, payment, and similar acts/activities relating in whole or in part to royalty on gas and its constituents produced from the Class Wells (including residue gas, natural gas liquids, fuel gas, casinghead gas, drip condensate, condensate, helium, nitrogen, and any other forms of hydrocarbon gas production or products therefrom) and on-lease and off-lease use of such gas during the Released Period. The Released Claims specifically include, but are not limited to, those claims that arise from or in connection with acts or omissions of any of the Released Parties (including, but not limited to, all intentional or negligent misconduct), which were or could have been asserted, made, or described in the operative petition, complaint, or amended complaint, and the answers or counterclaims in the Royalty Class Action Lawsuit, and shall also include and release any alternative theories of recovery for the same claims, actions, or subject matter that could have been asserted in the Royalty Class Action Lawsuit, even if not asserted.

   Without limiting the generality of the foregoing, Released Claims additionally means and includes: all claims within the Released Period for

greater, additional, lesser, unpaid, late paid, or overpaid amounts of royalty and/or interest arising from any alleged breach or breaches of express royalty clauses or implied covenants in oil and gas leases; alleged failure to obtain the highest or best price; alleged violations or breaches of the Oklahoma Production Revenue Standards Act; alleged improper or unlawful deductions (of any kind) of/for production and postproduction costs from royalty (and/or based upon the direct and/or indirect factoring of such costs into the computation of royalties), including without limitation, use of gas for fuel, line loss, shrinkage, compression, use of gas for processing, gathering, dehydration, blending, treating, fractionation, transportation, and storage fees, alleged claims for royalty or other payments for or based on Btu content of gas, natural gas liquids, casinghead gas, residue gas, helium, sulfur, and all other substances found in, or extracted or manufactured from, natural gas. Such Released Claims shall additionally include any and all claims for interest, statutory interest, penalties, attorneys' fees and other litigation expenses related to the Released Claims, and by way of clarification shall include and subsume any form of claim, allegation and/or cause of action asserting that the check stubs or royalty statements were in any way wrong, incorrect, inaccurate, incomplete, misleading, fraudulent, or were in any other manner improper.

The Released Claims shall include all claims with respect to all volumes of hydrocarbon gas production from Class Wells during the Released Period for which the Defendant (including its affiliated predecessors and affiliated successors and affiliated operators) are or were the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners). This includes the gross working interest of the Defendant in Class Wells, and shall also extend to and release all of the claims against the Defendant with respect to volumes of hydrocarbon production attributable to other persons and entities who sold their share of such production in Class Wells through the Defendant, with the Defendant having computed and distributed royalties on behalf of such third party working interest owners.

The Settlement Class Members agree that, in consideration of the benefits they are receiving under the Settlement Agreement, under no circumstances will they seek to recover or receive, directly or indirectly, any further amount of money from either the Defendant, its attorneys, or any other Released Party for any of the Released Claims. By way of example, but without limitation of the generality of the foregoing, the Settlement Class Members agree that they will not seek to recover from any outside operator(s) of any of the Class Wells the alleged royalty underpayments and other sums which are alleged to be owing by the Defendant and which are part of the Released Claims. For the consideration stated in the Settlement Agreement, each Settlement Class Member additionally covenants not to sue the Defendant or any other person or entity for any part of the production volumes associated with Defendant's interest in the Class Wells,

or for any monetary relief or other relief associated with such volumes of production; rather, such matters are released as part of the Released Claims.

The releases set forth in the Settlement Agreement are intended to release known and unknown claims as described therein. The Parties know that presently unknown or unappreciated facts could materially affect the claims or defenses of the Parties relating to the issues being settled in the Settlement Agreement and the desirability of entering into the Settlement Agreement. It is nevertheless the intent of the Parties to give the full and complete releases set forth in the Settlement Agreement.

7. Defendant has asserted and continues to assert many defenses to the Class Representative's and Settlement Class's claims and contentions. Defendant expressly asserts its defenses have merit and that they have no liability to the Settlement Class or the Class Representative.

V. DISTRIBUTION OF SETTLEMENT CONSIDERATION TO SETTLEMENT CLASS MEMBERS

Each putative member of the Settlement Class who has not timely and properly elected to opt-out of the Settlement shall be a Settlement Class Member and shall receive distribution of the Settlement Consideration according to the Plan of Allocation and Distribution.

On the Distribution Date and in accordance with written payment instructions that the Debtors or the Reorganized Debtors provide, the Settlement Administrator shall wire transfer to the Reorganized Debtors the portion of the Settlement Cash Proceeds attributable to the Suspense Accounts for the benefit of the respective Settlement Class Members and shall otherwise issue and mail Distribution Checks to the Settlement Class Members entitled to such distributions in the amounts determined under the Settlement Agreement and the final Plan of Allocation and Distribution. The Settlement Administrator shall also distribute the value, if any, to which the Settlement Class is entitled under the 2020 Plan on account of the allowed 2016 Class Proof of Claim, as set forth in the Plan of Allocation and Distribution. The Judgments shall provide that the Released Parties, Settlement Class Counsel, and/or the Class Representative have no liability to any Class Member for mis-payments, late payment, nonpayment, overpayments, underpayments, interest, errors, or omissions as a result of the administration of the Settlement, including, without limitation, the distribution and disposition of the Settlement Cash Proceeds.

Defendant has provided or will provide data on the amounts paid to purchasers in respect of each Class Well that had a percent-of-proceeds ("POP"), percent-of-index ("POI"), or percent-of-liquids ("POL") type of fee arrangement (the calculation for each well an "Individual Well POP Fee") for three periods: (i) June 1, 2006 to April 30, 2016 ("Period I"); (ii) May 1, 2016 to May 31, 2016 ("Period II"); and (iii) June 1, 2016 to the 2020 Petition Date ("Period III").

For each period, the Individual Well POP Fee shall be multiplied against the most current royalty owners' net revenue interest ("NRI") in such Class Well (the result of such calculation, the "Settlement Class Member Share"). "Most current" shall mean current as of the 2020 Petition Date, the date that a Class Well was plugged and abandoned, or the date of sale by

Defendant of its interest therein, as applicable. For Period II, each Settlement Class Member Share shall be further bifurcated into the period prior to and including the date on which the Prior Bankruptcy Cases were commenced (May 9, 2016, the "Prior Petition Date"), and the period after the Prior Petition Date, by multiplying the result by 9/31 and 22/31. The product of such calculations shall be assigned to Period I and Period III, respectively.

For each period, each Settlement Class Member Share shall be divided by the aggregate of all Settlement Class Member Shares (for all Class Wells) to determine the Settlement Class Member's pro rata portion of the Settlement Consideration for such period.

The Settlement Consideration shall be allocated as follows. For Period I, the Settlement Administrator shall apply each Settlement Class Member's pro rata portion (including the adjustment on account of the bifurcated calculation for Period II, as set forth above) to the 1,432,300 shares of Class A common stock of Chaparral Energy, Inc. to which the 2016 Class Claimants would have been entitled pursuant to the Prior Bankruptcy Plan. The Settlement Administrator shall then determine the value, if any, to which each Settlement Class Member shall be entitled in accordance with the 2020 Plan on account of such shares. For Period III, the Settlement Administrator shall apply the Settlement Class Member's pro rata portion (including the adjustment on account of the bifurcated calculation for Period II, as set forth above) to the $2,500,000.00 Settlement Cash Proceeds in order to determine the share of the Settlement Cash Proceeds, if any, allocable to each Settlement Class Member.

A draft of the Plan of Allocation and Distribution that details more fully the allocation process is attached as **Exhibit A** to the Settlement Agreement and remains subject to Court approval.

VI. CLASS SETTLEMENT FAIRNESS HEARING

The Settlement Fairness Hearing will be held on [•], 2020 beginning at _____[a./p].m., prevailing Eastern Time, in the United States Bankruptcy Court for the District of Delaware, Courtroom ___, 824 North Market Street, Wilmington, Delaware, 19801.

A SETTLEMENT CLASS MEMBER WHO DOES NOT OPT-OUT DOES NOT NEED TO APPEAR AT THE SETTLEMENT FAIRNESS HEARING OR TAKE ANY OTHER ACTION TO PARTICIPATE IN THE SETTLEMENT.

VII. WHAT ARE YOUR OPTIONS AS A SETTLEMENT CLASS MEMBER?

You Can Participate in the Class Settlement by Doing Nothing.

By taking no action, your interests will be represented by the Class Representative and Settlement Class Counsel. As a Settlement Class Member, you will be bound by the outcome of the Settlement, if finally approved by the Bankruptcy Court. The Class Representative and Settlement Class Counsel believe that the Settlement is in the best interest of the Settlement Class, and, therefore, they intend to support the proposed Settlement at the Settlement Fairness Hearing.

You May Opt-Out of the Settlement Class.

If you do not wish to be a member of the Settlement Class, then you may opt-out of the Settlement Class as set forth in section 10.3 of the Settlement Agreement and summarized below. You must mail your opt-out to the Settlement Administrator at the address provided below:

CHAPARRAL ENERGY, INC.
c/o JND Legal Administration
PO Box 91308
Seattle, WA 98111

If you do choose to opt out of the Settlement Class, any claims you may have against Chaparral Energy, L.L.C. arising on or prior to May 9, 2016 including claims related to alleged underpayments of royalties, have been discharged and are barred pursuant to the Prior Bankruptcy Plan. Therefore, if you opt out of the Settlement Class, you shall not be entitled to any payments or compensation on account of such claims.

IN ORDER TO BE VALID, YOUR OPT-OUT MUST BE RECEIVED BY THE SETTLEMENT ADMINISTRATOR ON OR BEFORE [•]:00 [A./P.]M. PREVAILING EASTERN TIME ON [•], 2020.

Your opt-out must state the following:

(a) I elect to opt-out of the Settlement Class. I understand it will be my responsibility to pursue any claims I may have, if I so desire, on my own and at my expense;

(b) My Chaparral royalty identification owner number is #____. I have owned a royalty interest in the following Class Wells: [identify each Class Well by Well/ property name as shown on your check stub]; and

(c) Your notarized signature.

You May Remain a Member of the Settlement Class but Object to the Proposed Settlement.

Under the Settlement Agreement, you have the right to remain a member of the Settlement Class but still object to the proposed Settlement and any of its terms, including the requests for Class Counsels' Fees and Expenses. To object to the Settlement, you must file with the Clerk of the Court for the United States Bankruptcy Court for the District of Delaware, Courtroom [•], 824 North Market Street, Wilmington, Delaware, 19801, on or before [•]:00 [a./p].m. prevailing Eastern Time on [•], 2020, a written objection containing the following information:

(a) The caption of this action shown above on the first page of this Notice;

(b) A reasonably detailed statement of each objection;

(c) Your current address and telephone number;

(d) Your owner identification number with Chaparral;

(e) The name of each well in which you own a royalty interest as shown on your check stub from Chaparral; and

(f) Your signature.

If you fail to timely file such written statement or to provide the required information, the Bankruptcy Court will treat your objection as not filed at all. Also, any appeal by a valid and timely objector must comply with the Settlement Agreement, which is available in its entirety at naylorchaparralfundsettlement.com or http://www.kccllc.net/chaparral2020.

VIII. CONDITIONS AND CONSEQUENCES OF NON-APPROVAL

If the Bankruptcy Court does not approve the Settlement or if a Party exercises any rights to void or terminate the Settlement, as set forth in the Agreement, or if the Settlement fails to become effective for any reason, the Parties shall be returned to the status quo that existed immediately prior to the date of execution of the Settlement Agreement, except insofar as the Parties' rights may separately be affected by the 2020 Plan and the releases set forth therein (discussed in further detail below).

IX. NOTICE OF NON-VOTING STATUS WITH RESPECT TO THE DEBTORS' PLAN AND ELECTION TO OPT OUT OF THE VOLUNTARY RELEASE OF CLAIMS AND INTERESTS BY HOLDERS OF CHAPARRAL ENERGY, INC. EQUITY INTERESTS

Attached as **Appendix I** to this notice is a separate notice that may apply to you as a holder of Chaparral Energy, Inc. equity interests. In the event that you are entitled to a distribution under the Plan of Allocation and Distribution and the 2020 Plan on account of the allowed 2016 Class Proof of Claim, you have the option to not grant the voluntary release of claims contained in Article VIII of the 2020 Plan (which would otherwise apply to you as a holder of Chaparral Energy, Inc. equity interests on account of the allowed 2016 Class Proof of Claim). The 2020 Plan provides that granting the release contained in Article VIII of the 2020 Plan is a condition to receiving a distribution. Please refer to Appendix I for further details, including instructions for how to opt-out of the releases set forth in the 2020 Plan. The opt-out form attached as **Exhibit A** to Appendix I applies only to the releases in the 2020 Plan and will not cause you to opt-out of the Settlement Class. In order to opt-out of the Settlement Class, you must follow the instructions set forth in section VII above.

X. SCOPE OF NOTICE AND ADDITIONAL INFORMATION

This Notice of Settlement contains only a summary of the Royalty Class Action Lawsuit and the proposed Settlement Agreement. The pleadings and other papers filed in the Debtors' chapter 11 cases are available for review at http://www.kccllc.net/chaparral2020 or the Court's website at www.deb.uscourts.gov.

You also may obtain a copy of the Complaint and Settlement Agreement, as well as any status updates on this case, from the following website: naylorchaparralfundsettlement.com. You may also call the Settlement Administrator at [•].

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, THE DEFENDANT, OR ITS COUNSEL REGARDING THIS NOTICE.

INQUIRIES SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR.

APPENDIX I

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS NOTICE.

In re:	)	Chapter 11
CHAPARRAL ENERGY, INC., *et al.*,[4]	)	Case No. 20-_____ (___)
Debtors.	)	(Jointly Administered)

NOTICE OF (A) NON-VOTING STATUS WITH RESPECT TO THE DEBTORS' PLAN AND (B) ELECTION TO OPT OUT OF VOLUNTARY RELEASE OF CLAIMS AND INTERESTS BY HOLDERS OF ROYALTY CLASS ACTION CLAIMS AND ROYALTY CLASS ACTION EQUITY INTERESTS

PLEASE TAKE NOTICE THAT Chaparral Energy, Inc. and its subsidiaries that are debtors and debtors-in-possession (collectively, the "**Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**") have commenced the solicitation of votes to accept the *Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization* (the "**Plan**").[5] Copies of the Plan and Disclosure Statement are available for a fee on the Bankruptcy Court's website at www.deb.uscourts.gov or free of charge on the Debtors' restructuring website at http://www.kccllc.net/chaparral2020.

You are receiving this notice (the "**Royalty Class Action Claim/Equity Interest Notice**") because you may be a holder of a Claim that is a Royalty Class Action Claim and/or an Interest that is a Royalty Class Action Equity Interest in the Chapter 11 Cases.

The Royalty Class Action Claims are Claims of non-governmental royalty owners arising from or in connection with any Debtor's alleged failure to properly report, account for, and distribute royalty interest payments to owners of mineral interests in the State of Oklahoma arising or accruing *after* the petition date in the Debtors' prior bankruptcy cases, which are captioned *In re Chaparral Energy, Inc.*, Case No. 16-1114 (Bankr. D. Del. 2016) (the "**Prior Bankruptcy Cases**"). The Royalty Class Action Equity Interests relate to claims of non-governmental royalty owners arising from or in connection with any Debtor's alleged failure to properly report, account for, and distribute royalty interest payments to owners of mineral

[4] The Debtors in these cases, along with the last four digits (or five digits, in cases in which multiple Debtors have the same last four digits) of each Debtor's federal tax identification number, are: CEI Acquisition, L.L.C. (1817); CEI Pipeline, L.L.C. (6877); Chaparral Biofuels, L.L.C. (1066); Chaparral CO2, L.L.C. (1656); Chaparral Energy, Inc. (90941); Chaparral Energy, L.L.C. (20941); Chaparral Exploration, L.L.C. (1968); Chaparral Real Estate, L.L.C. (1655); Chaparral Resources, L.L.C. (1710); Charles Energy, L.L.C. (3750); Chestnut Energy, L.L.C. (9730); Green Country Supply, Inc. (2723); Roadrunner Drilling, L.L.C. (2399); and Trabajo Energy, L.L.C. (9753). The Debtors' address is 701 Cedar Lake Boulevard, Oklahoma City, OK 73114.

[5] Capitalized terms used and not otherwise defined in this Appendix and Exhibit 1 to this Appendix have the meaning ascribed to them in the Plan.

interests in the State of Oklahoma arising or accruing *prior to* the petition date in the Prior Bankruptcy Cases that are still pending in the Prior Bankruptcy Cases. Under the *First Amended Joint Plan of Reorganization for Chaparral Energy, Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (the "**Prior Bankruptcy Plan**"), the holder of any claim in the Prior Bankruptcy Cases that is classified in Class 8 (Royalty Payment Litigation Claims) and that becomes an allowed claim after March 21, 2017 is entitled to receive common stock of Chaparral Parent in full satisfaction, settlement, discharge, and release of, and in exchange for, such claim. If and to the extent any such claims that are pending in the Prior Bankruptcy Cases become allowed claims after the Petition Date, the holders of such claims will be treated as holders of Allowed Chaparral Parent Equity Interests under the Plan, subject to the terms of the Plan and as described in greater detail in the Plan and the Disclosure Statement. Receipt of this Royalty Class Action Claim/Equity Interest Notice shall not constitute an admission by the Debtors that any claim pending in the Prior Bankruptcy Case is an allowed claim or that any Person is the holder of an Allowed Claim or an Allowed Interest in the Chapter 11 Cases.

Under the terms of the Plan, (i) holders of Claims that are Royalty Class Action Claims are Unimpaired and presumed to accept the Plan under section 1126(f) of the Bankruptcy Code and (ii) holders of Chaparral Parent Equity Interests, including Royalty Class Action Equity Interests, are Impaired and deemed to reject the Plan under section 1126(g) of the Bankruptcy Code. Accordingly, holders of Royalty Class Action Claims and holders of Chaparral Parent Equity Interests, including Royalty Class Action Equity Interests, are not entitled to vote to accept or reject the Plan.

WHILE YOU ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, THE OPT OUT ELECTION ATTACHED HERETO AS EXHIBIT A PROVIDES YOU WITH THE SEPARATE OPTION TO NOT GRANT THE VOLUNTARY RELEASE OF CLAIMS CONTAINED IN ARTICLE VIII OF THE PLAN. SOLELY FOR HOLDERS OF ROYALTY CLASS ACTION EQUITY INTERESTS, THE PLAN PROVIDES THAT GRANTING THE RELEASES CONTAINED IN SECTION VIII OF THE PLAN IS A CONDITION TO RECEIVING A DISTRIBUTION OF CASH UNDER THE PLAN.

Under Article III(B)(8) of the Plan, all Chaparral Parent Equity Interests will be cancelled, released, and extinguished, and will be of no further force or effect without any distribution to the Holders of such Interests on account of such Interests. Notwithstanding the foregoing, in exchange for each such Holder (a) agreeing to provide a release to the Released Parties and (b) not objecting to the Plan:

(i) each Holder of an Allowed Chaparral Parent Equity Interest that is a Partial Cash-Out Equity Interest shall receive such Holder's pro rata share (determined as a percentage of all Allowed Chaparral Parent Equity Interests as of the Effective Date) of (a) the All Holder Settlement Portion and (b) the New Warrants;

(ii) each Holder of an Allowed Chaparral Parent Equity Interest that is a Full Cash-Out Equity Interest shall receive (a) such Holder's pro rata share (determined as a percentage of all Allowed Chaparral Parent Equity Interests as of the Effective Date) of the All Holder Settlement Portion and (b) Cash in an amount equal to $0.01508 per share.

Notwithstanding the foregoing, if any of the Prior Bankruptcy Claims become fixed, liquidated, and allowed in the Prior Bankruptcy Cases after the Effective Date, then the Holders of the Prior Bankruptcy Equity Interests arising from such Prior Bankruptcy Claims shall be entitled to receive Cash in an amount equal to the amount such Holder would have otherwise received had such Holder's Prior Bankruptcy Equity Interests been Allowed Chaparral Parent Equity Interests as of the Effective Date (assuming all distributions on account of such Chaparral Parent Equity Interests had been made on the Effective Date), solely to the extent that such amount does not cause the total Cash paid to Holders of Prior Bankruptcy Equity Interests after the Effective Date to exceed the Cash-Out Cap, in each case in accordance with Article VI of the Plan. For the avoidance of doubt, any Holder of a Chaparral Parent Equity Interest that affirmatively elects to "opt out" of the releases contained in Article VIII of the Plan or objects to the Plan, shall not be entitled to receive the consideration described in this paragraph or in clauses (i) and (ii) above.

"*All Holder Settlement Portion*" means $1,200,000.

"*Partial Cash-Out Equity Interests*" means any Chaparral Parent Equity Interests that are not Full Cash-Out Equity Interests.

"*Full Cash-Out Equity Interests*" means (A) any Chaparral Parent Equity Interests not registered in the name of Cede & Co., as nominee for DTC, (B) any Royalty Class Action Equity Interests, and (c) any other Prior Bankruptcy Equity Interests.

"*Cash-Out Cap*" means $150,000.

THE DEBTORS BELIEVE THAT THE AMOUNT OF THEIR LIABILITIES EXCEEDS THE VALUE OF THEIR ASSETS, AND THUS, HOLDERS OF ROYALTY CLASS ACTION EQUITY INTERESTS ARE SUBSTANTIALLY "OUT OF THE MONEY" UNDER ABSOLUTE PRIORITY PRINCIPLES APPLICABLE UNDER THE UNITED STATES BANKRUPTCY CODE. THEREFORE, HOLDERS OF ROYALTY CLASS ACTION EQUITY INTERESTS THAT ELECT TO OPT OUT OF THE VOLUNTARY RELEASE PROVISIONS CONTAINED IN SECTION VIII OF THE PLAN SHALL NOT RECEIVE THE CASH DISTRIBUTION THAT THEY MAY OTHERWISE BE ENTITLED TO RECEIVE UNDER THE PLAN AND SHALL NOT RECEIVE ANY CONSIDERATION OR DISTRIBUTION WHATSOEVER UNDER THE PLAN.

IF YOU WISH TO OPT OUT OF THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN, YOU MUST COMPLETE THE STEPS SET FORTH IN THE INSTRUCTIONS ON THE OPT OUT ELECTION BY [•], 2020 AT [•] P.M. (PREVAILING EASTERN TIME) (THE "OPT-OUT DEADLINE"). IF YOU FAIL TO PROPERLY COMPLETE AND SUBMIT THE OPT OUT ELECTION PRIOR TO THE OPT-OUT DEADLINE, THEN YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS IN SECTION VIII OF THE PLAN.

If you have any questions concerning this Royalty Class Action Claim/Equity Interest Notice, the Disclosure Statement, the Plan, or the procedures set forth in the Opt Out Election; or wish to obtain a paper copy of the Plan, the Disclosure Statement or any exhibits to such documents, please contact Kurtzman Carson Consultants LLC (the "**Solicitation Agent**"), the

Debtors' solicitation agent, at Chaparral 2020 Ballot Processing, Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, by calling (866) 523-2941 (Toll Free) or (781) 575-2044 (International), or by email at chaparral2020info@kccllc.com.

EXHIBIT A

2020 PLAN OPT OUT ELECTION FORM

Article VIII of the *Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization Under the Bankruptcy Code* (the "**Plan**")[6] contains a voluntary third-party release (the "**Release**") that binds, among other parties, holders of Claims and Interests, including Royalty Class Action Interests and Royalty Class Action Equity Interests that do not opt out of the Release by properly completing the steps set forth in this Opt Out Election.

THE DEBTORS BELIEVE THAT THE AMOUNT OF THEIR LIABILITIES EXCEEDS THE VALUE OF THEIR ASSETS, AND THUS, HOLDERS OF ROYALTY CLASS ACTION EQUITY INTERESTS ARE SUBSTANTIALLY "OUT OF THE MONEY" UNDER ABSOLUTE PRIORITY PRINCIPLES APPLICABLE UNDER THE BANKRUPTCY CODE. THEREFORE, HOLDERS OF ROYALTY CLASS ACTION EQUITY INTERESTS THAT ELECT TO OPT OUT OF THE RELEASE SHALL NOT RECEIVE THE CASH DISTRIBUTION THAT THEY MAY OTHERWISE BE ENTITLED TO RECEIVE UNDER THE PLAN AND SHALL NOT RECEIVE ANY CONSIDERATION OR DISTRIBUTION WHATSOEVER UNDER THE PLAN.

IF YOU (I) ABSTAIN FROM COMPLETING THIS OPT OUT ELECTION OR (II) YOU FAIL TO PROPERLY COMPLETE THIS OPT OUT ELECTION AND SUBMIT IT BY THE OPT OUT DEADLINE, YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASE.

Opt Out Instructions

A completed Opt Out Election should be returned to the Solicitation Agent in the enclosed envelope. An Opt Out Election ***should not be*** delivered to the Debtors. **Completed Opt Out Elections must be received by the Solicitation Agent by the Opt Out Deadline.** If your Opt Out Election is received after the Opt Out Deadline, your Opt Out Election will not be accepted, and you will be deemed to have consented to the Release. If your Opt Out Election is received and the opt out box below is not checked, you will be deemed to have consented to the Release. Any Opt Out Election that is illegible or does not provide sufficient information to identify the holder will not be valid.

If you are completing this Opt Out Election on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. In addition, please provide your name and mailing address if different from that set forth in the attached mailing label or if no such mailing label is attached to the Royalty Class Action Claim/Equity Interest Notice.

IMPORTANT INFORMATION REGARDING THE RELEASE

The Plan contains the following release, exculpation, and injunction provisions:

[6] Capitalized terms in this Opt Out Election not defined herein shall have the meaning ascribed to such terms in the Plan.

Relevant Definitions

"**Exculpated Party**" means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) any statutory committees appointed in the Chapter 11 Cases and each of their respective members; (d) each current and former Affiliate of each Entity in clause (a) through the following clause (e); and (e) each Related Party of each Entity in clause (a) through this clause (e)..

"**Released Party**" means collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) the Reorganized Debtors; (c) the RBL Agent; (d) the Indenture Trustee; (e) the Ad Hoc Group and each member of the Ad Hoc Group; (f) Consenting Senior Noteholders; (g) each of the Backstop Parties; (h) the Exit Facility Lenders, Exit Facility Agent, New Convertible Notes Indenture Trustee, and holders of the New Convertible Notes; (i) each Holder of an RBL Claim or a Senior Notes Claim; (j) each Holder of a Chaparral Parent Equity Interest; (k) each current and former Affiliate of each Entity in clause (a) through the following clause (l); and (l) each Related Party of each Entity in clause (a) through this clause (l); provided, however, that in each case, an Entity shall not be a Released Party if it affirmatively elects to "opt out" of being a Releasing Party.

"**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) the Reorganized Debtors; (c) the RBL Agent; (d) the Indenture Trustee; (e) the Ad Hoc Group and each member of the Ad Hoc Group; (f) the Consenting Senior Noteholders; (g) each of the Backstop Parties; (h) the Exit Facility Lenders, Exit Facility Agent, New Convertible Notes Indenture Trustee, and holders of the New Convertible Notes; (i) each Holder of an RBL Claim or a Senior Notes Claim that (i) votes to accept the Plan or (ii) votes to reject the Plan or does not vote to accept or reject the Plan and does not affirmatively elect on a timely submitted ballot to "opt out" of being a Releasing Party; (j) each Holder of a Chaparral Parent Equity Interest that does not affirmatively elect on a timely submitted opt out form to "opt out" of being a Releasing Party; (k) each Holder of a Claim or Interest (other than a Chaparral Parent Equity Interest) that is presumed to accept the Plan or deemed to reject the Plan and does not affirmatively elect to "opt out" of being a Releasing Party by timely filing with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release (or, in the case of any Claim that is a Royalty Class Action Claim, by affirmatively electing on a timely submitted opt out form to "opt out" of being a Releasing Party); (l) each current and former Affiliate of each Entity in clause (a) through the following clause (m); and (m) each Related Party of each Entity in clause (a) through this clause (m).

Release of Liens

Except (1) with respect to the Liens securing (a) the RBL Credit Facility, which Liens shall be retained by the Exit Facility Agent to secure the Exit Facility, (b) the New Convertible Notes, and (c) the Other Secured Claims that are Reinstated pursuant to the Plan, or (2) as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created or entered into pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and, subject to the consummation of the applicable distributions contemplated in the Plan, shall be fully released and discharged, at the sole cost of and expense of the Reorganized Debtors, and the Holders of such mortgages, deeds of trust,

Liens, pledges, or other security interests shall execute such documents as may be reasonably requested by the Debtors or the Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the right, title, and interest of any Holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.

Debtor Release

Notwithstanding anything contained in the Plan to the contrary, effective as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is deemed released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of the foregoing entities, from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, whether in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Cash Collateral Order, the RBL Credit Facility, the Senior Notes, the Chapter 11 Cases, the Restructuring Support Agreement, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, the Restructuring Support Agreement and related prepetition transactions, any Definitive Document, the Disclosure Statement, the New Corporate Governance Documents, the Plan, the Rights Offering Documents, the Exit Facility, the Exit Facility Documents, the New Convertible Notes, the New Convertible Notes Indenture, the New Common Stock, the New Warrants, the New Warrants Agreements, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the New Corporate Governance Documents, the New Stockholders Agreement, the Rights Offering, the Exit Facility, the New Convertible Notes, the New Common Stock, the New Warrants, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the Exit Facility, the New Convertible Notes, or any document, instrument, or agreement (including those set forth in the Plan Supplement, the Exit

Facility, and the New Convertible Notes) executed to implement the Plan, including the assumption of the Indemnification Provisions as set forth in the Plan.

Third-Party Release

Notwithstanding anything contained in the Plan to the contrary, effective as of the Effective Date, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of the foregoing entities, is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, whether in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Cash Collateral Order, the RBL Credit Facility, the Senior Notes, the Chapter 11 Cases, the Restructuring Support Agreement, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, the Restructuring Support Agreement and related prepetition transactions, any Definitive Document, the Disclosure Statement, the New Corporate Governance Documents, the Plan, the Rights Offering Documents, the Exit Facility, the Exit Facility Documents, the New Convertible Notes, the New Convertible Notes Indenture, the New Common Stock, the New Warrants, the New Warrants Agreements, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the New Corporate Governance Documents, the New Stockholders Agreement, the Rights Offering, the Exit Facility, the New Convertible Notes, the New Common Stock, the New Warrants, or the Plan (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the Exit Facility, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the assumption of the Indemnification Provisions as set forth in the Plan.

Exculpation

Notwithstanding anything contained herein to the contrary, effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third Party Release, and except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, the Restructuring Support Agreement and related prepetition transactions, any Definitive Document, the Chapter 11 Cases, the Disclosure Statement, the New Corporate Governance Documents, the New Stockholders Agreement, the Plan, the Rights Offering Documents, the Exit Facility, the Exit Facility Documents, the New Convertible Notes Indenture, the New Common Stock, the New Warrants, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Rights Offering Documents, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the entry into the Exit Facility the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion), except for claims related to any act or omission that is determined in a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth above does not release any post Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the Exit Facility, the New Convertible Notes, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Injunction

Effective as of the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order and any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the Exit Facility, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, all Entities that have held, hold, or may hold claims or interests that

have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

Release Opt Out Election

PURSUANT TO THE PLAN, IF YOU, AS A HOLDER OF ROYALTY CLASS ACTION CLAIMS AND/OR ROYALTY CLASS ACTION INTERESTS, WHO HAS BEEN GIVEN NOTICE OF THE OPPORTUNITY TO OPT OUT OF GRANTING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN BUT DO NOT OPT OUT, YOU ARE AUTOMATICALLY DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN.

By checking the box below, the undersigned holder of Royalty Class Action Claims and/or Royalty Class Action Equity Interests, having received notice of the opportunity to opt out of granting the releases contained in Article VIII of the Plan:

☐ **Elects to *opt out* of the releases contained in Article VIII of the Plan and *forgo any distribution of Cash under the Plan solely with respect to Royalty Class Action Equity Interests*.**

By signing this Release Opt Out Election Form, the undersigned certifies that:

(a) the undersigned is either (i) the holder of Royalty Class Action Claims and/or Royalty Class Action Equity Interests or (ii) an authorized signatory for an entity that is the holder of Royalty Class Action Claims and/or Royalty Class Action Equity Interests;

(b) the undersigned has received a copy of the Royalty Class Action Claim/Equity Interest Notice and the Opt Out Election Form and that the election to opt out of the releases contained in Article VIII of the Plan is made pursuant to the terms and conditions set forth in the Opt Out Election Form; and

(c) no other Release Opt Out Form with respect to the Royalty Class Action Claims and/or Royalty Class Action Equity Interests has been submitted or, if any other Opt Out Election Forms have been submitted with respect to such Royalty Class Action Claims and/or Royalty Class Action Equity Interests, then any such earlier Opt Out Election Forms are hereby revoked.

Name of Holder:

Signature:

Name and Title of Signatory (if different than holder):

Street Address:

City, State Zip Code:

Telephone Number:

E-mail address:

Date Completed:

Exhibit 3

Publication Notice of Settlement

If You Are or Were a Royalty Owner in an Oklahoma Oil and Gas Well Operated by Chaparral Energy, L.L.C., You Could be a Part of a Proposed Class Action Settlement

Go to naylorchaparralfundsettlement.com for more information, including the entire Settlement Agreement with its exhibits (the "Settlement Agreement"). Exhibit F to the Settlement Agreement contains a list of the Class Wells subject to the Settlement. All capitalized terms not defined herein have the same meaning as set forth in the Settlement Agreement.

The Settlement Class includes:

> All non-governmental royalty owners who own or owned mineral interests prior to the Petition Date covering wells operated by Chaparral in the State of Oklahoma, or in which Chaparral markets production, that produced natural gas and/or natural gas constituents or components, such as residue gas, natural gas liquids (or heavier liquefiable hydrocarbons), gas condensate or distillate, or casinghead gas and which is or was subject to a marketing arrangement including a percentage of proceeds, percentage of index and/or percentage of liquids arrangement and whose lease or leases with Chaparral include *Mittelstaedt* Clauses, with such Settlement Class commencing on June 1, 2006.

The litigation which is the subject of the Settlement seeks damages for Defendant's alleged improper payment of royalty. Defendant has adamantly denied, and continues to deny, all claims asserted in the litigation and has vigorously defended against them. Nothing contained in this notice should be construed as suggesting the Bankruptcy Court's (as defined below) view as to which side might prevail should this matter proceed to class certification and trial on the merits.

On _____, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") preliminarily approved the Settlement in which Defendant has agreed to allow the 2016 Class Proof of Claim (pursuant to which the 2016 Class Claimants shall be entitled to receive payment under the 2020 Plan as though they had received, in aggregate, 1,432,300 shares of Class A common stock of Chaparral Energy Inc. prior to the commencement of the 2020 Bankruptcy Cases); to pay $2,500,000.00 (Two Million Five Hundred Thousand Dollars) in cash to the Settlement Class (the "Settlement Cash Proceeds"); to pay $850,000.00 (Eight Hundred Fifty Thousand Dollars) to Settlement Class Counsel on account of fees, costs, and expenses; and to pay $150,000.00 (One Hundred Fifty Thousand Dollars) to the Class Representative, subject to the conditions and qualifications set forth in the Settlement Agreement.

Complete information about the Settlement can be found in the Settlement Agreement. In exchange for the consideration being provided by the Defendant under the Settlement Agreement, Settlement Class Members will release Defendant and other Released Parties identified in the Settlement Agreement from all Released Claims.

The Released Claims (as defined in section 1.25) of the Settlement Agreement) include all claims, demands, actions, causes of action, allegations, compulsory or permissive counterclaims, credits, off-sets, defenses, rights, obligations, costs, fees, losses, and damages of any and every

kind or nature, known or unknown, whether in law or equity, in tort or contract, or arising under any statute or regulations, that are associated with the marketing, movement, treatment, processing, sale, trade, calculation, reporting, allocation, payment, and similar acts/activities relating in whole or in part to royalty on gas and its constituents produced from the Class Wells (including residue gas, natural gas liquids, fuel gas, casinghead gas, drip condensate, condensate, helium, nitrogen, and any other forms of hydrocarbon gas production or products therefrom) and on-lease and off-lease use of such gas during the Released Period. The Released Claims specifically include, but are not limited to, those claims that arise from or in connection with acts or omissions of any of the Released Parties (including, but not limited to, all intentional or negligent misconduct), which were or could have been asserted, made, or described in the operative petition, complaint, or amended complaint, and the answers or counterclaims in the Royalty Class Action Lawsuit, and shall also include and release any alternative theories of recovery for the same claims, actions, or subject matter that could have been asserted in the Royalty Class Action Lawsuit, even if not asserted.

Without limiting the generality of the foregoing, Released Claims additionally means and includes: all claims within the Released Period for greater, additional, lesser, unpaid, late paid, or overpaid amounts of royalty and/or interest arising from any alleged breach or breaches of express royalty clauses or implied covenants in oil and gas leases; alleged failure to obtain the highest or best price; alleged violations or breaches of the Oklahoma Production Revenue Standards Act; alleged improper or unlawful deductions (of any kind) of/for production and postproduction costs from royalty (and/or based upon the direct and/or indirect factoring of such costs into the computation of royalties), including without limitation, use of gas for fuel, line loss, shrinkage, compression, use of gas for processing, gathering, dehydration, blending, treating, fractionation, transportation, and storage fees, alleged claims for royalty or other payments for or based on Btu content of gas, natural gas liquids, casinghead gas, residue gas, helium, sulfur, and all other substances found in, or extracted or manufactured from, natural gas. Such Released Claims shall additionally include any and all claims for interest, statutory interest, penalties, attorneys' fees and other litigation expenses related to the Released Claims, and by way of clarification shall include and subsume any form of claim, allegation and/or cause of action asserting that the check stubs or royalty statements were in any way wrong, incorrect, inaccurate, incomplete, misleading, fraudulent, or were in any other manner improper.

The Released Claims shall include all claims with respect to all volumes of hydrocarbon gas production from Class Wells during the Released Period for which the Defendant (including its affiliated predecessors and affiliated successors and affiliated operators) are or were the operator (or a working interest owner who marketed its share of gas and directly paid royalties to the royalty owners). This includes the gross working interest of the Defendant in Class Wells, and shall also extend to and release all of the claims against the Defendant with respect to volumes of hydrocarbon production attributable to other persons and entities who sold their share of such production in Class Wells through the Defendant, with the Defendant having computed and distributed royalties on behalf of such third party working interest owners.

The Settlement Class Members agree that, in consideration of the benefits they are receiving under the Settlement Agreement, under no circumstances will they seek to recover or receive, directly or indirectly, any further amount of money from either the Defendant, its attorneys, or any other Released Party for any of the Released Claims. By way of example, but without limitation of the generality of the foregoing, the Settlement Class Members agree that they will

not seek to recover from any outside operator(s) of any of the Class Wells the alleged royalty underpayments and other sums which are alleged to be owing by the Defendant and which are part of the Released Claims. For the consideration stated in the Settlement Agreement, each Settlement Class Member additionally covenants not to sue the Defendant or any other person or entity for any part of the production volumes associated with Defendant's interest in the Class Wells, or for any monetary relief or other relief associated with such volumes of production; rather, such matters are released as part of the Released Claims.

The releases set forth in the Settlement Agreement are intended to release known and unknown claims as described therein. The Parties know that presently unknown or unappreciated facts could materially affect the claims or defenses of the Parties relating to the issues being settled in the Settlement Agreement and the desirability of entering into the Settlement Agreement. It is nevertheless the intent of the Parties to give the full and complete releases set forth in the Settlement Agreement.

The lawyer that represents the Settlement Class as Settlement Class Counsel is Conner L. Helms of the Helms Law Firm and representative of Helms & Underwood, previously known as Helms, Underwood & Cook, in Oklahoma City, Oklahoma. You may hire your own attorney if you wish; however, you will be responsible for your attorney's fees and expenses.

What Are My Legal Rights as a Settlement Class Member?

- **Do Nothing, Stay in the Settlement Class, and Receive Benefits of the Settlement:** If the Bankruptcy Court approves the proposed Settlement, you will receive the benefits, if any, provided in the Settlement Agreement after the Effective Date.

- **Stay in the Settlement Class, but Object to All or Part of the Settlement:** You can file and serve a written objection to the Settlement and appear before the Bankruptcy Court. Your written objection must contain the information described in the Notice of Settlement found at the website listed above and must be filed with the Bankruptcy Court no later than _____. If you stay in the Settlement Class, you will be bound by any Judgments entered by the Bankruptcy Court.

- **Opt-Out of the Settlement Class:** To exclude yourself from the Settlement Class you must submit a written opt-out to the Settlement Administrator at the following address: CHAPARRAL ENERGY, INC., c/o JND Legal Administration, P.O. Box 91308, Seattle, WA 98111. Your opt-out must contain the information described in the Notice of Settlement that can be found at the website listed above. You cannot opt-out yourself on the website, by telephone, or by e-mail.

IN ORDER TO BE VALID, YOUR OPT-OUT MUST BE RECEIVED BY THE SETTLEMENT ADMINISTRATOR ON OR BEFORE 5:00 P.M. PREVAILING EASTERN TIME ON [•], 2020.

The Bankruptcy Court will hold a Settlement Fairness Hearing on _____ at _____, prevailing Eastern Time in the United States Bankruptcy Court for the District of Delaware, Courtroom [•], 824 North Market Street, Wilmington, Delaware, 19801.

At the hearing, the Bankruptcy Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Bankruptcy Court will also consider the request for Class Fees and Expenses. Please note that the date of the Settlement Fairness Hearing is subject to change without further notice. If you plan to attend the hearing, you should check with the Bankruptcy Court and naylorchaparralfundsettlement.com to confirm no change to the date and time of the Settlement Fairness Hearing has been made.

This notice provides only a summary of the Settlement Agreement. For more detailed information regarding the rights and obligations of Settlement Class Members, read the Settlement Agreement and other documents posted on the website above, contact the Settlement Administrator at [•].

Exhibit 4

CAFA Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
CHAPARRAL ENERGY, INC., *et al.*,[1]	)	Case No. 20-_____ (___)
Debtors.	)	(Joint Administration Requested)

NOTICE PURSUANT TO 28 U.S.C. § 1715
OF PROPOSED CLASS ACTION SETTLEMENT

Pursuant to 28 U.S.C. § 1715, Chaparral Energy, L.L.C. ("Defendant") serves this notice (the "Notice") upon the appropriate federal and state officials of a proposed class action settlement of the claims against Defendant in the Royalty Class Action Lawsuit as defined below.

On August 16, 2020, (the "2020 Petition Date") Chaparral Energy, Inc. and its subsidiaries (as debtors in possession, and together with its debtor affiliates in the jointly administered chapter 11 cases, collectively the "Debtors") filed voluntary petitions under chapter 11 title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court" or the "Court") commencing the proceeding styled *In re Chaparral Energy, Inc., et al.*, Case No. 20-[•] (hereinafter the "2020 Bankruptcy Cases").

On August 16, 2020, Naylor Farms, Inc. (the "Class Representative") and the Debtors filed a Joint Motion for the Entry of (A) a Preliminary Approval Order (I) Directing the Application of Bankruptcy Rule 7032, (II) Preliminarily Approving the Settlement, (III) Appointing the Settlement Administrator, (IV) Approving Form and Manner of Notice to Class Members, (V) Certifying a Class, Designating a Class Representative, and Appointing Class Counsel for Settlement Purposes Only, (VI) Scheduling a Settlement Fairness Hearing, and (B) a Judgment Finally Approving the Settlement (the "Joint Motion") in the 2020 Bankruptcy Cases and in the Prior Bankruptcy Cases commenced by certain of the Debtors on May 9, 2016 in the Bankruptcy Court that are jointly administered under Case No. 16-11144. In accordance with 28 U.S.C. § 1715 Defendant provides this Notice and the additional information referenced below.

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[1] The Debtors in these cases, along with the last four digits (or five digits, in cases in which multiple Debtors have the same last four digits) of each Debtor's federal tax identification number, are: CEI Acquisition, L.L.C. (1817); CEI Pipeline, L.L.C. (6877); Chaparral Biofuels, L.L.C. (1066); Chaparral CO2, L.L.C. (1656); Chaparral Energy, Inc. (90941); Chaparral Energy, L.L.C. (20941); Chaparral Exploration, L.L.C. (1968); Chaparral Real Estate, L.L.C. (1655); Chaparral Resources, L.L.C. (1710); Charles Energy, L.L.C. (3750); Chestnut Energy, L.L.C. (9730); Green Country Supply, Inc. (2723); Roadrunner Drilling, L.L.C. (2399); and Trabajo Energy, L.L.C. (9753). The Debtors' address is 701 Cedar Lake Boulevard, Oklahoma City, OK 73114.

(1) A copy of the complaint and any materials filed with the complaint and any amended complaint

On June 7, 2011, the Class Representative filed a putative class action lawsuit against Chaparral Energy, L.L.C. ("Defendant") styled *Naylor Farms, Inc. v. Chaparral Energy, LLC*, No. 5:11-cv-00634-HE (the "Royalty Class Action Lawsuit") in the District Court for the Western District of Oklahoma (the "Oklahoma District Court") on behalf of royalty owners in wells in that jurisdiction, asserting claims for breach of lease and breach of fiduciary duty based on Defendant's alleged underpaid royalties to royalty owners. The Oklahoma District Court entered an order certifying the class on January 17, 2017, and the certification was affirmed by the United States Court of Appeals for the Tenth Circuit on May 3, 2019.

Defendant has adamantly denied, and continues to deny, the claims asserted in the Royalty Class Action Lawsuit has vigorously defended against them.

A copy of the Amended Class Complaint in the Royalty Class Action Lawsuit is provided on the enclosed disc.[2]

(2) Notice of any scheduled judicial hearing.

The Court has preliminarily approved the settlement. A copy of the Preliminary Approval Orders are provided on the enclosed disc. The Court has set a Settlement Fairness Hearing on the settlement on _____, 2020 at _____, prevailing Eastern Time at The United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, Delaware, 19801 in Courtroom [•].

(3) Any proposed or final notification to class members of: (A)(i) the members' rights to request exclusion from the class action; or (ii) if no right to request exclusion exists, a statement that no such right exists, and (B) a proposed settlement of class action.

Proposed notices to class members containing this information are reflected in **Exhibit D** and **Exhibit E** to the Settlement Agreement. A copy of the Settlement Agreement is attached to the Motion as **Exhibit 1** of **Exhibit A** and is provided on the enclosed disc.

(4) Any proposed or final class action settlement.

See the Settlement Agreement attached as **Exhibit 1** of **Exhibit A** to the Joint Motion.

(5) Any settlement or other agreement contemporaneously made between class counsel and counsel for the Defendant.

All settlement agreements between the parties and their counsel are described in paragraph (4) above.

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[2] This disc, referenced throughout this notice, is enclosed only with copies of this notice served on the appropriate federal and state officials shown on the attached service list.

(6) Any final judgment or notice of dismissal.

No final judgment or notice of dismissal of the Plaintiffs' claims against Defendant has been filed in this matter.

(7) (A) If feasible, the names of class members who reside in each State and the estimated proportionate share of the claims of such members to the entire settlement to that State's appropriate State official; or (B) if the provision of information under subparagraph (A) is not feasible, a reasonable estimate of the number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement.

To the extent feasible, this information is reflected in Schedule 1 attached to this Notice. Schedule 1 is an estimate of the number of Settlement Class members residing in each of the states and territories and an estimate of the proportionate share of the claims of such members to the entire settlement. Specific, final amounts associated with payments to specific class members and to members within any particular state will be determined in accordance with the allocation and distribution procedures provided for in the Settlement Agreement.

(8) Any written judicial opinion related to the materials described under subparagraph (3) through (6).

None exist at this time.

Dated: August [•], 2020

/s/ [DRAFT]

John H. Knight (No. 3848)
Amanda R. Steele (No. 5530)
Brendan J. Schlauch (No. 6115)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King St.
Wilmington, Delaware 19801
Telephone: 302-651-7700
Fax: 302-651-7701
E-mail: knight@rlf.com
steele@rlf.com
schlauch@rlf.com

- and -

Damian S. Schaible (*pro hac vice* pending)
Angela M. Libby (*pro hac vice* pending)
Jacob S. Weiner (*pro hac vice* pending)
DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Telephone: 212-450-4000
Fax: 212-701-5800
Email: damian.schaible@davispolk.com
angela.libby@davispolk.com
jacob.weiner@davispolk.com

Proposed Counsel for Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing Notice and referenced disc was sent via First Class Mail on August ____, 2020 to the following federal and state officials:

/s/ [DRAFT]

Exhibit B

Judgment

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
CHAPARRAL ENERGY, INC.,	:	Case No. 16-11144 (LSS)
Reorganized Debtor.[1]	:	
In re:	:	Chapter 11
CHAPARRAL ENERGY, INC., *et al.*,[2]	:	Case No. 20-_____ (___)
Debtors.	:	(Jointly Administered)

JUDGMENT (I) DIRECTING THE APPLICATION OF BANKRUPTCY RULE 7023, (II) CERTIFYING THE SETTLEMENT CLASS FOR SETTLEMENT PURPOSES ONLY, (III) FINALLY APPROVING THE SETTLEMENT AGREEMENT, AND (IV) GRANTING RELATED RELIEF

Upon the joint motion[3] of Chaparral Energy, Inc. and its subsidiaries that are debtors and debtors in possession (collectively, the "**Debtors**") in the Chapter 11 Cases and the Class

[1] The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor's federal tax identification number, is Chaparral Energy, Inc. (0941). The Reorganized Debtor's address is 701 Cedar Lake Blvd., Oklahoma City, OK 73114.

[2] The Debtors in these cases, along with the last four digits (or five digits, in cases in which multiple Debtors have the same last four digits) of each Debtor's federal tax identification number, are: CEI Acquisition, L.L.C. (1817); CEI Pipeline, L.L.C. (6877); Chaparral Biofuels, L.L.C. (1066); Chaparral CO2, L.L.C. (1656); Chaparral Energy, Inc. (90941); Chaparral Energy, L.L.C. (20941); Chaparral Exploration, L.L.C. (1968); Chaparral Real Estate, L.L.C. (1655); Chaparral Resources, L.L.C. (1710); Charles Energy, L.L.C. (3750); Chestnut Energy, L.L.C. (9730); Green Country Supply, Inc. (2723); Roadrunner Drilling, L.L.C. (2399); and Trabajo Energy, L.L.C. (9753). The Debtors' address is 701 Cedar Lake Boulevard, Oklahoma City, OK 73114.

[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Joint Motion for the Entry of (A) a Preliminary Approval Order (I) Directing the Application of Bankruptcy Rule 7032, (II) Preliminarily Approving the Settlement, (III) Appointing the Settlement Administrator, (IV) Approving Form and Manner of Notice to Class Members, (V) Certifying a Class, Designating a Class Representative, and Appointing Class Counsel for Settlement Purposes Only, (VI) Scheduling a Settlement Fairness Hearing, and (B) a Judgment Finally Approving the Settlement* (the "**Joint Motion**").

Representative (as defined in the Settlement Agreement attached hereto as **Exhibit 1** (the "**Settlement Agreement**")) the parties seek entry of a judgment (the "**Judgment**"): (i) directing the application of rule 7023 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and by incorporation, rule 23 of the Federal Rules of Civil Procedure (the "**Civil Rules**"), (ii) certifying the Settlement Class for settlement purposes only, (iii) finally approving the Settlement Agreement, and (iv) granting related relief, all as more fully set forth in the Joint Motion and the Settlement Agreement; and the Court having jurisdiction to consider the matters raised in the Joint Motion pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Joint Motion pursuant to 28 U.S.C. § 157; and consideration of the Joint Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a judgment consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Joint Motion in this district is permissible pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Joint Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Notice of Settlement and opportunity for a hearing on the Joint Motion were appropriate under the circumstances and no other notice need be provided; and this Court having found that each member of the Settlement Class was afforded a reasonable opportunity to opt out of or object to the Settlement; and this Court having reviewed the Joint Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "**Settlement Fairness Hearing**"); and this Court having considered each of the factors listed in Civil Rule 23; and this Court having

determined that the legal and factual bases set forth in the Joint Motion and at the Settlement Fairness Hearing establish just cause for the relief granted herein; and this Court having entered an order preliminarily approving the Settlement Agreement, among other things [Docket No. [•]] (the "**Preliminary Approval Order**"); and this Court having found that the Settlement Administrator complied with the Preliminary Approval Order; and this Court having found that the Settlement is fair, reasonable, and adequate; and this Court having found that the Plan of Allocation and Distribution is fair and reasonable to the Settlement Class; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. Pursuant to, and in accordance with, Bankruptcy Rule 7023 and Civil Rule 23, the Settlement Agreement is hereby approved on a final basis.

2. The Settlement Class shall include:

> All non-governmental royalty owners who own or owned mineral interests prior to the Petition Date covering wells operated by Chaparral in the State of Oklahoma, or in which Chaparral markets production, that produced natural gas and/or natural gas constituents or components, such as residue gas, natural gas liquids (or heavier liquefiable hydrocarbons), gas condensate or distillate, or casinghead gas and which is or was subject to a marketing arrangement including a percentage of proceeds, percentage of index and/or percentage of liquids arrangement and whose lease or leases with Chaparral include *Mittelstaedt* Clauses, with such Settlement Class commencing on June 1, 2006.

3. The Settlement Class is certified for settlement purposes only pursuant to Civil Rule 23 and Bankruptcy Rules 7023 and 9014.

4. The Settlement Agreement, including the releases set forth therein, meets the standards applied by bankruptcy courts for the approval of a compromise and settlement pursuant to Bankruptcy Rule 9019, is reasonable, fair, and equitable and supported by adequate

consideration, and is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

5. The Settlement Agreement satisfies the requirements of 11 U.S.C. § 363(b). Entry into the Settlement Agreement represents the reasonable exercise of sound and prudent business judgment by the Debtors.

6. Upon Defendant's or the Reorganized Debtors' transfer of the Settlement Cash Proceeds to the Naylor Settlement Account, the allowance of the 2016 Class Proof of Claim, and the Defendant's or the Reorganized Debtors' payment of Class Fees and Expenses, the Debtors and the Reorganized Debtors shall have no further liability for payment of any additional amount under the Settlement Agreement, except as otherwise provided in the Settlement Agreement.

7. The putative members of the Settlement Class listed on **Exhibit 2** to this Judgment elected to opt-out of the Settlement Class and are not entitled to receive any Distribution Check.

8. The portion of the Settlement Consideration attributable to the Suspense Accounts of the Settlement Class Members shall be returned to the Debtors or the Reorganized Debtors, as applicable, within the time and as provided in the Settlement Agreement.

9. All Settlement Class Members who did not exercise the right to opt out of the Settlement Class are bound by this Judgment and the terms of the Settlement Agreement.

10. In accordance with the Settlement Agreement, each Settlement Class Member and the heirs, devisees, successors, assigns, agents and/or representatives of each Settlement Class Member shall be barred from asserting any and all Released Claims against the Released Parties.

11. In accordance with the Settlement Agreement, each Settlement Class Member and the heirs, devisees, successors, assigns, agents and/or representatives of each Settlement Class Member shall be conclusively deemed to have released any and all Released Claims against the Released Parties.

12. As part of the Settlement Fairness Hearing, the Court considered and approved the payment of Class Fees and Expenses and Administration Expenses, as set forth in the Order Awarding Class Fees and Expenses and Administration Expenses [Docket No. [•]] (the "**Fees and Expenses Order**").

13. Distribution of the Settlement Consideration shall be made to Settlement Class Members in accordance with the Plan of Allocation and Distribution.

14. Distribution of the Final Undistributed Fund shall be divided equally between Defendant and the Oklahoma City Community Foundation.

15. The Settlement Administrator shall file a Notice of Reconciliation of the Naylor Settlement Account to attest to the distribution of all funds deposited into the Naylor Settlement Account within ten (10) business days after the distribution of the Final Undistributed Fund.

16. The Class Representative, Settlement Class Counsel, the Debtors, and the Released Parties shall have no liability to the Settlement Class or to any Settlement Class Member for mis-payment, late payment, nonpayment, overpayment, underpayments, interest, errors, or omissions in the allocation or distribution methodology or process, or for the results of such methodology or process, including, without limitation, the distribution and disposition of the Settlement Cash Proceeds.

17. If any Settlement Class Member establishes a right to a greater share of the Settlement Consideration than the amount actually received, that Settlement Class Member's sole remedy shall be a claim against the other Settlement Class Members.

18. Any objecting Settlement Class Member that wishes to appeal this Judgment or the Fees and Expenses Order must file a notice of appeal within (14) days of entry of this Judgment pursuant to Bankruptcy Rule 8002 and must elect either to: (a) appeal only the objecting Settlement Class Member's portion of the Settlement Consideration or Class Fees and Expenses (including the Class Representative Fee), which is hereby severed from the rest of the case so as to not delay the final judgment for all other Settlement Class Members; or (b) appeal on behalf of the entire Settlement Class; provided that if the objecting Settlement Class Member purports to appeal on behalf of the entire Settlement Class any of the Settlement or Class Fees and Expenses, or does not definitively choose option (a) or (b) above, each such objecting Settlement Class Member who appeals may be required to post a cash appeal bond to be set in the Court's sole discretion, not to exceed an amount sufficient to reimburse Settlement Class Counsel's appellate fees, Settlement Class Counsel's expenses, and the lost interest for one year to the Settlement Class caused by the likely delay.

19. All documents, electronic data and other materials produced by the Defendant in the Royalty Class Action Lawsuit that were designated confidential, shall be returned to the Defendant or destroyed promptly after this Judgment becomes Final and Non-Appealable. If destroyed, Settlement Class Counsel shall provide a declaration to Defendant's counsel to attest to the destruction and shall specify the date when the destruction occurred.

20. Neither the Preliminary Approval Order, this Judgment, the Settlement Agreement, the negotiations leading to the Settlement Agreement, nor the carrying out of the

Settlement Agreement, including but not limited to the allowance of the 2016 Class Proof of Claim, may ever be used by any person or entity as proof of the viability of any claim, cause of action, or objection in these chapter 11 cases, the Royalty Class Action Lawsuit, or in any other proceeding.

21. The Debtors, the Reorganized Debtors, the Class Representative, and Settlement Class Counsel are hereby authorized to take any and all actions necessary and appropriate to implement the terms of this Judgment.

22. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Judgment are immediately effective and enforceable upon its entry.

23. This Court retains jurisdiction to construe, interpret, enforce, and implement the Settlement Agreement and this Judgment.

Exhibit 1

Settlement Agreement

INTENTIONALLY OMITTED

Exhibit 2

Opt-Out List