

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

_____)	
In re:)	Chapter 11
)	
CHAPARRAL ENERGY, INC., <i>et al.</i> ¹)	Case No. 20-11947 (MFW)
)	
Debtors.)	Jointly Administered
)	
)	<u>Objection Deadline:</u>
)	September 21, 2020, at 4:00 p.m. (ET)
)	
)	<u>Hearing Date:</u>
)	October 1, 2020, at 10:30 a.m. (ET)
)	
_____)	Re: D.I. 16

**CGG LAND (U.S.) INC.'S OBJECTION TO
DEBTORS' JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION**

CGG Land (U.S.) Inc. ("CGG"), by and through its undersigned counsel, hereby files its Objection to the confirmation of the *Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization* [D.I. 16] (the "**Plan**") and respectfully states as follows:

SUMMARY OF OBJECTION

1. The Court should deny confirmation of the Debtors' Plan because it contains material provisions that are contrary to the United States Bankruptcy Code and applicable bankruptcy law rendering the Plan non-confirmable under 11 U.S.C. § 1129(a)(1).

¹ The Debtors in these chapter 11 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. Specifically, the provisions of the Plan that purport to nullify and/or modify change of ownership or control provisions such as those contained in the License, as defined herein, between CGG and Chaparral Energy, L.L.C. (“**Chaparral Energy**”) are without legal basis and are contrary to both bankruptcy law and non-bankruptcy law.

3. The License contains an enforceable change of ownership or control provision that will be triggered pursuant to the Restructuring Transactions contemplated by the Debtors’ Plan if the License is sought to be assumed or assumed and assigned. Pursuant to Section 365(c)(1)(A) of the Bankruptcy Code, CGG must consent to the assumption of the License because non-bankruptcy law (both federal and Oklahoma law) provide CGG with a protection to the transfer of the data licensed under the License. CGG will not consent to the assumption of the License without strict compliance with the terms of the License, including the change in control provision that requires the payment of a transfer fee of fifty percent (50%) of the purchase price.

4. Furthermore, even if it is determined that the License is assumable without the consent of CGG under Section 365 of the Bankruptcy Code, the Debtors cannot assume the License without first curing any defaults and providing adequate assurance of future performance. The Plan, as currently filed, causes both non-monetary and monetary defaults under the License under the change of control and transfer fee provisions, which must be cured before the License can be assumed.

5. Further, to the extent the License is rejected, the terms of the License provide, among other things, that the licensee must return and/or destroy all Data and Derivatives subject to the License upon termination of the License. Thus, to the extent the License is rejected, CGG objects to the Plan to the extent that the Plan would relieve Chaparral Energy of its obligations upon termination of the License to return and/or destroy the Data and Derivatives that are subject to the License as required by the terms of the License.

6. In addition, CGG reserves all of its rights to seek rejection damages, if any, arising from the rejection of the License.

THE LICENSE

7. CGG and one of the Debtors, Chaparral Energy, are parties to that certain Master Geophysical Data-Use License (Multiple Transaction/U.S. Land) (as amended and/or supplemented from time to time, the “**License**”), dated July 28, 2017, pursuant to which CGG agreed to grant Chaparral Energy a non-exclusive license to use certain geophysical Data and Derivatives, as defined in the License. A true and correct copy of the License is attached hereto as **Exhibit “1.”**

8. The licensed Data and Derivatives constitute valuable and highly confidential intellectual property and a trade secret that are not generally available and are the sole property and proprietary information of CGG.

9. The License contains, among other things, an enforceable “change in ownership or control” provision that will be triggered pursuant to the Restructuring Transactions contemplated by the Debtors’ Plan, which require, among other things, the payment of a transfer fee of fifty percent (50%) of the purchase price. Specifically, with respect to change of ownership or control, the License provides as follows:

5. Transfer of License

Licensee is not permitted to sell, sublicense, assign, or transfer this License to a Third Party, in whole or in part, or transfer its rights or obligations hereunder, except as expressly authorized in this License.

5.1 Acquisitions/Mergers. This License will automatically terminate at such time as a Third Party becomes an Acquirer of Licensee unless (i) CGG receives payment from either Licensee or the Acquirer of an amount equal to fifty percent (50%) of the consideration actually paid by or due from Licensee for all Data licensed under this License and (ii) the Acquirer signs CGG’s then standard license agreement. In the event that this License

terminates, the provision of Section 9 regarding the return of Data and Derivatives will apply.

- 5.2 Other Changes in Ownership or Control. The provisions of this Section 5 will not apply to situations where the voting securities of Licensee (or any of its parents) are publicly traded and the Ownership of such securities changes over time in the normal course of business *unless*, however, Ownership or Control of Licensee (or any of its parents) becomes, *after the date hereof*, concentrated in one unrelated Third Party or more than one such Third Parties acting together.

Ex. 1 at § 5 (emphasis in original).²

10. In addition, the termination provisions of the License provide, among other things, as follows:

- 9.1 Return of Data/Destruction of Derivatives. Upon termination of this License or any Supplement, regardless of the cause, Licensee must, within 30 days, return

² The License defines a “Third Party” as:

“[A]ny corporation, individual, partnership, trust, or other entity not a party to the License (including Prospective Acquirers and Prospective Partners) other than a Related Entity.”

The License defines “Related Entity” as:

“[A]ny entity which (i) is Owned by Licensee, or (ii) Owns Licensee. An entity will be a Related Entity only so long as it (i) is Owned by Licensee or (ii) Owns Licensee. Notwithstanding the previous two sentences, neither of the following will be a Related Entity at any time: (a) an Acquirer of Licensee; or (b) any entity engaged in the business of licensing geophysical data.”

The License defines “Acquirer(s)” as:

“Third Parties that acquire, either directly or indirectly, Ownership or Control of Licensee, whether accomplished by statutory merger, consolidation or share exchange, stock sale or purchase, or any similar transaction.”

The License defines “Ownership” or “Owns” as:

“[I]n the case of a corporation or other entity that issues voting securities, greater than 50% of the outstanding common stock or other voting securities and, in the case of a partnership, trust or other entity, greater than 50% of the interest in the profits thereof.”

The License defines “Control(s)” as:

“[T]he ability to direct, manage or dictate the actions of or determine the management of the entity in question whether by the election of members of the Board of Directors or other governing body of such entity, or by having a majority number of members of such governing body or by other means.”

Ex. 1 at § 1.1, 1.4, 1.10, 1.16, and 1.20.

or destroy all Data previously licensed to Licensee under each terminated Supplement and must, within the same 30-day period, provide written certification to CGG that (i) all copies of all or part of such Data have been returned to CGG or destroyed, (ii) all of such Data have been removed from Licensee's storage and archival systems, workstations, and prospect files, and (iii) Licensee has retained no copies of such Data. Licensee must also, within 30 days, destroy all Derivatives created from such Data and must, within the same 30-day period, provide written certification to CGG that (i) all copies of all or part of such Derivatives have been destroyed, (ii) all of such Derivatives have been removed from Licensee's storage and archival systems, workstations, and prospect files, and (iii) Licensee has retained no copies of such Derivatives. To the extent Licensee's computer back-up procedures create a copy of any part of the Data or Derivatives, Licensee is allowed to retain such copy only for the period it normally archives backed up computer records; provided, however, that until the information on such back-up copy is destroyed, Licensee will make no use of such Data or Derivatives, will make no further copies of such Data and Derivatives and will neither disclose nor transfer the Data or Derivatives to any Third Party. For a period of one year from the termination of any License or Supplement, CGG will have the right to audit Licensee's premises, systems and storage sites to verify that all of the affected Data and Derivatives have been returned or destroyed. The Parties agree that Licensee Interpretations need not be returned or destroyed and will remain the property of the Licensee.

Id. at § 9.1.

THE BANKRUPTCY CASE

11. On August 16, 2020 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors have continued to operate and manage their businesses as debtors-in-possession pursuant to §§ 1107 and 1108(a) of the Bankruptcy Code.

12. On August 17, 2020, the Debtors filed their Plan [D.I. 16] and Disclosure Statement [D.I. 17].

13. On August 18, 2020, the Court entered an *Order (I) Scheduling a Combined Hearing to Consider (A) Approval of Disclosure Statement and (B) Confirmation of Plan, (II) Establishing a Deadline to Object to Disclosure Statement and Plan, (III) Approving the Form and Manner of Notice of the Combined Hearing, Objection Deadline, and Notice of*

Commencement, (IV) Approving Solicitation Procedures and Forms of Ballots, (V) Approving Opt Out Procedures and Equity Holder Opt Out Form, (VI) Approving the Rights Offering Procedures and Related Materials, (VII) Approving Notice and Objection Procedures For the Assumption of Executory Contracts and Unexpired Leases, and (VIII) Conditionally Waiving Requirements to (A) File Statement of Financial Affairs and Schedules of Assets and Liabilities and (B) Convene Section 341 Meeting of Creditors [D.I. 87], in which the Court, among other things, scheduled a combined hearing on final approval of the Disclosure Statement and on confirmation of the Debtors' Plan, and established various deadlines relating to same.

14. The Plan is premised upon Restructuring Transactions that provide for a comprehensive restructuring of Claims against and Interests in the Debtors. [D.I. 17] at 15.

15. Specifically, the Plan provides that “[a]ll interests in Chaparral Parent (including, without limitation, the Chaparral Parent Equity Interests and the Other Chaparral Parent Equity Interests) shall be cancelled, released, and extinguished as of the Effective Date.”³ [D.I. 16] at 29. Further, the Plan provides that, “[o]n the Effective Date, the New Common Stock (including the New Common Stock on account of the Backstop Premium) and the New Warrants shall be issued and distributed by the Distribution Agent to the Entities entitled to receive the New Common Stock and New Warrants pursuant to, and in accordance with, the terms of the Plan, the New Corporate Governance Documents, the New Stockholders Agreement, and the New Warrant Agreements.” *Id.*

16. The Plan defines “New Common Stock” as the common stock, limited liability company membership units, or functional equivalent thereof of Reorganized Chaparral Parent having the terms set forth in the New Corporate Governance Documents to be issued on the

³ Chaparral Energy, Inc. (“**Chaparral Parent**”) is the direct or indirect parent of each of the Debtors. [D.I. 17] at 24.

Effective Date subject to the terms and conditions set forth in the Restructuring Support Agreement and the New Stockholders Agreement. [D.I. 16] at 11.

17. Further, the Plan provides that, “[e]xcept to the extent that any Holder of an Allowed Senior Notes Claim agrees to less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Senior Notes Claim, each Holder of an Allowed Senior Notes Claim shall receive its pro rata share (as determined as a percentage of all Senior Notes Claims) of (i) 100% of the total issued and outstanding New Common Stock” [D.I. 16] at 23-24.

18. Further, the Plan provides that, on the Effective Date, “the terms of the current members of the Chaparral Parent board of directors shall expire, and the Reorganized Chaparral Parent Board will include those directors set forth in the list of directors of the Reorganized Debtors included in the Plan Supplement.” [D.I. 16] at 34.

19. Moreover, the Plan provides that “the Restructuring Transactions may include changes to the corporate and/or capital structure of Chaparral Parent and/or any of its subsidiaries to be made on or prior to the Effective Date, in each case, subject to the Creditor Approval Rights and as may be set forth in the Plan Supplement,” including, but not limited to, “(i) the conversion of Chaparral Parent and/or one or more of its subsidiaries into corporations, limited liability companies or partnerships, (ii) the creation of one or more newly formed Entities and/or holding companies, (iii) the merger of one or more existing or newly formed entities and/or holding companies, (iv) the issuance of intercompany liabilities and/or intercompany equity, and (v) any ‘election’ that may be made for United States federal income tax purposes, (vi) the creation of one or more newly formed entities and/or (vi) the restructuring or repositioning of any of the direct or indirect subsidiaries of Chaparral Parent.” [D.I. 16] at 28.

20. With respect to executory contracts, the Plan provides that, on the Effective Date, “except as otherwise provided in the Plan or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, all Executory Contracts and Unexpired Leases shall be deemed assumed, including the Restructuring Support Agreement, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under Section 365 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease (1) was assumed or rejected previously by the Debtors; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a motion to reject filed on or before the Effective Date; or (4) is identified on the Rejected Executory Contract and Unexpired Lease List.” [D.I. 16] at 35.

21. The Plan provides that any monetary defaults under each Executory Contract to be assumed pursuant to the Plan shall be satisfied by Payment of the Cure Amount in Cash on the Effective Date or in the ordinary course of business. [D.I. 16] at 36. Further, the Plan provides that the Debtors shall provide notices of proposed Cure Amounts to counterparties to Executory Contracts, which shall include a description of the procedures for objection to assumption thereof based on the proposed cure Amounts or the Reorganized Debtors’ ability to provide “adequate assurance of future performance thereunder.” *Id.*

22. In the Plan, the Debtors reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List at any time through and including thirty days after the Effective Date. [D.I. 16] at 35-36.

23. In addition, the Plan provides that “[a]ssumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related

defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.” *Id.* at 37.

24. The Plan also provides that “[t]o the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breach by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor Party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.” [D.I. 16] at 36.

25. On September 9, 2020, the Debtors filed their *Notice of Filing Plan Supplement to the Chapter 11 Joint Prepackaged Plan of Reorganization for Chaparral Energy, Inc. and Its Affiliated Debtors* [D.I. 143], attaching as Exhibit “D” the Rejected Executory Contract and Unexpired Lease List. To date, the Debtors have not identified any contracts they intend to reject. *Id.* at 81.

LAW AND ARGUMENT

A. The License is an Executory Contract With a Valid Change in Ownership or Control Provision. The Plan Provisions Purporting to Invalidate the Change in Ownership or Control Provisions are Contrary to Law. In Addition, or Alternatively, the Debtors Cannot Assume or Assign the License Without Curing All Defaults Thereunder.

26. A debtor may not assume an executory contract unless and until all defaults are cured; i.e. the Debtors' cure obligations include the obligation to cure all existing defaults as of the time of assumption and assignment. 11 U.S.C. § 365(b)(1); *In re Thane International, Inc.*, 586 B.R. 540, 546 (Bankr. D. Del. 2018). Moreover, it is well-settled that an executory contract must generally be assumed in its entirety or not at all. One cannot reject the burdens of an executory

contract and accept only the benefits. *In re E-Z Serv Convenience Stores, Inc.*, 289 B.R. 45, 49 (Bankr. M.D.N.C. 2003); *In re Rovine Corp.*, 6 B.R. 661, 666 (Bankr. W.D. Tenn. 1980).

27. “An executory contract is a contract under which the obligation of both the bankrupt and the other party to the contract are so far underperformed that the failure of either to complete performance would constitute a material breach excusing the performance of the other.” *In re Columbia Gas Sys. Inc.*, 50 F.3d 233, 239 (3rd Cir. 1995) citing *Sharon Steel Corp. v. Nat’l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 39 (3rd Cir. 1989). The License is an executory contract within the meaning of Section 365 of the Bankruptcy Code because, *inter alia*, Chaparral Energy has continuing confidentiality obligations to CGG under the License and restrictions upon the use of the licensed data, and CGG has continuing obligations to allow Chaparral Energy to use the licensed data. *See In re Kmart Corp.*, 290 B.R. 614, 618 (Bankr. N.D. Ill. 2003) (“Generally speaking, a license agreement is an executory contract as such is contemplated in the Bankruptcy Code.”); *RCI Tech. Corp. v. Sunterra Corp. (In re Sunterra Corp.)*, 361 F.3d 257, 264 (4th Cir. 2004) (a software license agreement was executory when at the time of filing, the parties each possessed an ongoing obligation to maintain the confidentiality of the source code of the software developed by the other). “Courts generally found intellectual property licenses to be ‘executory’ within the meaning of section 365(c) because each party to the license had the material duty of ‘refraining from suing the other for infringement of any of the [intellectual property] covered by the license.’” *In re Golden Books Family Entm’t*, 269 B.R. 300, 308 (Bankr. D. Del. 2001) (*quoting In re Access Beyond Techs., Inc.*, 237 B.R. 32, 44 (Bankr. D. Del. 1999); *see also Pegasus Imaging Corp. v. Northrop Grumman Corp.*, No. 07-1937, 2010 WL 1528506 (M.D. Fla. April 14, 2010) (holding that duties do not cease when software is delivered pursuant to software license agreement); *In re Chapin Revenue Cycle Mgmt., LLC*, 343 B.R. 728, 730 (Bankr. M.D. Fla. 2006) (holding that an end-user license agreement was an executory contract).

28. The change in control provisions contained in the License prohibit a transfer of the License, except to a Related Entity, and further provide that the License will automatically terminate if a Third Party becomes an Acquirer of the License unless Chaparral Energy or the acquiring entity pay to CGG a “Transfer Fee” representing fifty percent (50%) of the cash consideration actually paid by or due from Chaparral Energy for the licensed data.

29. Change in ownership or control provisions such as those contained in the License are valid and enforceable against a debtor. *See e.g., In re Washington Capital Aviation & Leasing*, 156 B.R. 167, 174 (Bankr. E.D. Va. 1993) (language in a lease that required principal of the debtor to control debtor prevented sale of stock in debtor as a method of transferring the lease as valid, noting that the change in control provision at issue was neither an *ipso facto* clause nor an anti-assignment clause.); *see also Institut Pasteur v. Cambridge Biotech Corp.*, 104 F.3d 489, 494 (1st Cir. 1997) (suggesting licensors desiring to prevent the assignment of their material without consent could include provisions either limiting or terminating the licensee’s rights in the event of a change in ownership), *cert. den.*, 521 U.S. 1120 (1997), *abrogated on other grounds, Hardeman v. City of Boston*, 1998 WL 148382 (1st Cir. 1998).

30. The provisions of the Plan that purport to nullify the change of ownership and control provisions in the License are contrary to Bankruptcy law and non-Bankruptcy law. Moreover, to the extent the Plan provides for a change of ownership or control of the Debtors in violation of the change of ownership or control provisions of the License, and/or the Plan otherwise authorizes or enables the Debtors to assume (or assume and assign to third parties) the License without properly curing all defaults thereunder, including the default under the change of ownership or control provisions, the Plan further violates Bankruptcy law.

31. CGG objects to the assumption or assumption and assignment of the License because the Plan is premised upon a complete change of ownership and/or control as those terms

are defined in the License. Bankruptcy law provides that the Debtors are prohibited from assuming or assuming and assigning the License without curing all defaults thereunder, including non-monetary defaults such as under the change of ownership or control provisions.

32. Specifically, the Plan provides that all interest in Chaparral Parent will be extinguished as of the Effective date and the New Common Stock in Reorganized Chaparral Parent will be issued pro rata to Holders of Allowed Senior Note Claims. [D.I. 16] at 19-24. In addition, the Plan provides that the terms of the current members of the Chaparral Parent Board shall expire on the Effective Date and the Reorganized Chaparral Parent Board will include those directors set forth in the Plan Supplement. *Id.* at 34. Moreover, the Plan provides that “the Restructuring Transactions may include changes to the corporate and/or capital structure of Chaparral Parent and/or any of its subsidiaries to be made on or prior to the Effective Date, in each case, subject to the Creditor Approval Rights and as may be set forth in the Plan Supplement,” including, but not limited to, “(i) the conversion of Chaparral Parent and/or one or more of its subsidiaries into corporations, limited liability companies or partnerships, (ii) the creation of one or more newly formed Entities and/or holding companies, (iii) the merger of one or more existing or newly formed entities and/or holding companies, (iv) the issuance of intercompany liabilities and/or intercompany equity, and (v) any ‘election’ that may be made for United States federal income tax purposes, (vi) the creation of one or more newly formed entities and/or (vi) the restructuring or repositioning of any of the direct or indirect subsidiaries of Chaparral Parent.” [D.I. 16] at 28.

33. The Restructuring Transactions contemplated by the Plan would result in a change of ownership and control, triggering the Section 5.1 of the License. Pursuant to Section 5.1 of the License, the License will automatically terminate due to the Restructuring Transactions unless CGG receives payment of an amount equal to fifty percent (50%) of the consideration actually paid by or due from Licensee for all Data licensed under the License.

B. The Assumption of the License is Prohibited by 11 U.S.C. § 365(c)(1)(A) Absent the Consent of CGG.

34. The Court should reject any proposed assumption of the License as prohibited by Section 365(c)(1)(A) of the Bankruptcy Code, which provides that a trustee may not assume or assign an executory contract or unexpired lease of the debtor, whether or not such contract or lease prohibits or restricts assignment of rights or delegation of duties, if:

- (a) “applicable law excuses a party, other than the debtor, to such contract or lease from accepting performance from or rendering performance to an entity other than the debtor or the debtor in possession . . .,” and (b) “such party does not consent to such assumption or assignment . . .”.

35. “Applicable law” as used in Section 365(c)(1)(A) means “any law applicable to a contract, other than bankruptcy law”. *In re Trump Entertainment Resorts, Inc.*, 526 B.R. 116, 123 (Bankr. D. Del. 2015) citing *In re XMH Corp.*, 647 F.3d 690, 695 (7th Cir. 2011).

i. Oklahoma and Federal Trade Secret Law is “Applicable Law” under Section 365(c)(1)(A) Preventing Assumption and Assignment as Proposed in the Plan.

36. Oklahoma and U.S. trade secrets laws constitute “applicable law” under Section 365(c)(1)(A) and excuse CGG from accepting performance from or rendering performance to an unrelated acquiring entity absent strict compliance with the terms of the License, including payment of the Transfer Fee to CGG.

37. Although the Bankruptcy Code does not define “applicable law” for the purposes of Section 365(c)(1)(A), it has been interpreted to include non-bankruptcy federal law governing patent, trademark and copyright licenses. See, e.g., *Trump Entertainment Resorts*, 526 B.R. at 123 (applying federal trademark law); *Permian v. Catapult Entm't. Inc.*, (*In re Catapult Entm't Inc.*), 165 F.3d 747, 750 (9th Cir. 1999) (finding that federal patent law constitutes “applicable law” for the purposes of Section 365(c)(1)); *Everex Sys., Inc. v. Cadtrak Corp.* (*In re CFLC, Inc.*), 89 F.3d 673, 679 (9th Cir. 1996) (holding that federal law governs the assignability of a patent license and

finding that the application of federal law was supported by the federal patent policy of encouraging innovation); *In re Alltech Plastics, Inc.*, 71 B.R. 686, 689 (Bankr. W.D. Tenn. 1987) (finding federal law governs the assignability of patent licenses); *In re Sunterra Corp.*, 361 F.3d at 257 (finding that federal law constitutes applicable law in the case of copyright licenses); *In re Patient Educ Media, Inc.*, 210 B.R. 237 (Bankr. S.D.N.Y. 1997) (applying federal law to non-exclusive copyright license); *Harris v Emus Records Corp.*, 734 F.2d 1329 (9th Cir 1984) (applying federal law to copyright license); *NCP Mktg Group, Inc. v. Blanks (In re NCP Mktg Group, Inc.)*, 337 B.R. 230 (D. Nev. 2005) (applying federal law to trademark license).

38. While the case law does not address whether “applicable law” includes trade secret laws, it should apply equally to trade secret laws as it does for copyright, trademark and patent laws as they all serve similar purposes.

39. The Oklahoma Uniform Trade Secrets Act sets forth the definition of a trade secret in Oklahoma; in addition, the Oklahoma Supreme Court has adopted six factors from the Restatement of Torts, § 757, Comment b (1939), to help determine whether information is a trade secret. *MTG Guarnieri Mfg., Inc. v. Clouatre*, 239 P.3d 202, 209 (Okla. Civ. App. 2010) (citation omitted). The Oklahoma Uniform Trade Secrets Act, § 86, defines a trade secret as: “information, including a formula, pattern, compilation, program, device, method, technique or process, that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.” OKLA. STAT. tit. 78, § 86(4). The Restatement factors are: (1) the extent to which the information is known outside of the business, (2) the extent to which the information is known by employees and others involved in the business; (3) the extent of measures taken by the business to guard the secrecy of information; (4) the value of the information

to the business and to competitors; (5) the amount of effort or money expended by the business in developing the information; and (6) the ease or difficulty with which the information could be properly acquired or duplicated by others. *MTG Guarnieri Mfg.*, 239 P.3d at 210 (citations omitted).

40. The data licensed under the License is a protected trade secret under Oklahoma law.⁴ Cases in other states that have adopted the Uniform Trade Secrets Act have recognized the industry wide practice of treating seismic data as trade secrets. *See, e.g., In re Bass*, 113 S.W.3d 735, 742 (Tex. 2003) (It is undisputed that the oil and gas industry typically treats seismic data and other methods for obtaining subsurface geological information as trade secrets under Texas law); *see also LexMac Energy, L.P. v. Macquarie Bank Limited*, 4:08-cv-048, 2014 WL 12669718, at *34 (D. N.D. Feb. 19, 2014) (seismic data is trade secret); *MAR Oil Co. v. Korpan*, 3:11-cv-1261, 2014 WL 2986907 at *5 (N.D. Ohio April 18, 2014); *Musser David Land Co. v. Union Pac. Res.*, 201 F.3d 561, 569 (5th Cir. 2000); *Anadarko Petroleum Corp. v. Davis*, 06-2849, 2006 WL 3837518 at *15 (S.D. Tex. Dec. 28, 2006); *In re TXCO Res., Inc.*, 475 B.R. 781 (Bankr. W.D. Tex. 2012).

41. Under the Oklahoma Uniform Trade Secrets Act, disclosure or use of a trade secret results in a misappropriation action if it occurs without the express or implied consent of the owner. OKLA. STAT. tit. 78, § 86(2). In addition, a person who, without the owner's consent, knowingly copies or transmits a trade secret is guilty of larceny under Oklahoma law. OKLA. STAT. tit. 21, § 1732.

⁴ The License provides that it is governed by Oklahoma law. *See* Ex. 1 at Section 14.

42. Furthermore, federal trade secret law mirrors the Oklahoma Uniform Trade Secrets Act providing for a federal action for misappropriation of a trade secret if consent of the owner is not obtained. *See* 18 U.S.C. § 1836 *et seq.*

43. The Oklahoma Uniform Trade Secrets Act and federal trade secrets law constitute “applicable law” under Section 365(c)(1)(A) of the Bankruptcy Code. The trade secrets laws serve similar purposes to other laws considered “applicable law” under § 365(c)(1)(A), such as federal trademark, patent and copyright law, which prohibit nonconsensual assignments in order to provide protection of owners of information or materials that derive their value from being difficult to develop, unique and/or not publicly available by limiting who can use the information or materials without the owner’s consent. *See, e.g., In re Trump Entertainment Resorts*, 526 B.R. at 124; *In re CFLC, Inc.*, 89 F.3d 673, 679 (9th Cir. 1996); *In re Patient Educ. Media, Inc.*, 210 B.R. 237, 242 (Bankr. S.D.N.Y. 1997).

44. For the above reasons, CGG is excused from accepting performance from or rendering performance to an unrelated acquiring entity absent strict compliance with the terms of the License, including payment of the Transfer Fee to CGG. Accordingly, the License cannot be assumed under the Debtors’ Plan without the consent of CGG.

ii. Federal Copyright Law is “Applicable Law” under Section 365(c)(1)(A).

45. In addition, the U.S. Copyright Act further constitutes “applicable law” under Section 365(c)(1)(A) and precludes assumption of the License absent strict compliance with the terms of the License, including payment of the Transfer Fee to CGG.

46. The Copyright Act, 17 U.S.C. §102, *et. seq.*, provides protection to the authors of “original works of authorship” fixed in “any tangible medium of expression . . . from which they can be perceived, reproduced, or otherwise communicated,” including but not limited to both published and non-published literary, pictorial, graphic, artistic, audiovisual, sound recording,

architectural, and certain other intellectual works. It also applies to and protects compilations and derivative works.

47. A work need only have been independently created and possess “at least some minimal degree of creativity” to be sufficiently original for copyrightability. *Mason v. Montgomery Data, Inc.*, 967 F.2d 135, 141 (5th Cir. 1992). The Supreme Court has held that the level of creativity required under the Copyright Act “is extremely low; even a slight amount will suffice.” *Fiest Publ’ns, Inc. v. Rural Tel. Serv. Co.*, 499 U.S. 340, 111 S.Ct. 1282, 1287 (1991). For example, photographs and maps have been held to be copyrightable. See *SHL Imaging, Inc. v. Artisan House, Inc.*, 117 F. Supp. 2d 301, 308-311 (S.D.N.Y. 2000); *Mason*, 967 F.2d at 139-141; *City of New York v. Geodata Plus, LLC*, 537 F. Supp. 2d 443, 450-52 (E.D.N.Y. 2007); *Newton v. Voris*, 364 F. Supp. 562, 563-64 (D. Or. 1973).

48. It is well-settled that federal copyright law makes non-exclusive licenses such as the License are non-assignable absent consent of the licensor. See, e.g., *In re Patient Education Media, Inc.*, 210 B.R. 237, 241 (Bankr. S.D.N.Y. 1997); *In re Buildnet, Inc.*, 2002 WL 31103235, at *5 (Bankr. M.D.N.C. Sept. 20, 2002); *In re Sunterra Corp.*, 361 F.3d at 262, n.7; *In re Trump Entertainment Resorts*, 526 B.R. at 126.

49. Pursuant to the License, CGG provides the Debtors with a non-exclusive license to use sensitive, highly confidential, and copyrighted seismic data. The data licensed to Chaparral Energy under the License is an “original work of authorship” of CGG fixed in a tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated. Because the License is protected under copyright laws, Section 365(c)(1)(A) of the Bankruptcy Code prohibits the assumption or assumption and assignment of the License without the CGG’s consent. As such, the Plan provisions purporting to authorize the Debtors to assume and assign the License if not identified on the Debtor’s Rejected Executory Contracts and Unexpired Leases List, and

purporting to authorize the Debtors to assume and assign the License, violates Bankruptcy law. CGG does not consent to the assumption of the License absent strict compliance with the terms of the License, including payment of the Transfer Fee to CGG.

C. If the License is Rejected, CGG Objects to the Plan to the Extent it Would Relieve Chaparral Energy of its Obligations Upon Termination of the License.

50. If the License is rejected, CGG objects to the Plan to the extent that the Plan would relieve Chaparral Energy of its obligations upon termination of the License to, among other things, return and/or destroy the Data and Derivatives that are subject to the License as required by the terms of the License.

RESERVATION OF RIGHTS

51. CGG reserves the right to supplement, amend, and/or modify its objection and raise other objections they may have to confirmation of the Debtors' proposed Plan, as well as all other rights including, without limitation, the right to file any such further and additional objections to any filings in this proceeding that they deem appropriate.

52. In addition, CGG reserves all of its rights to seek rejection damages, if any, arising from the rejection of the License if it is rejected.

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WHEREFORE, CGG Land (U.S.) Inc. respectfully requests that the Court deny confirmation of the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization unless and until CGG's objections are resolved, and grant CGG Land (U.S.) Inc. such other and further relief to which it may be entitled in law and equity.

Dated: September 21, 2020
Wilmington, Delaware

BAYARD, P.A.

/s/ Evan T. Miller

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Attorneys for CGG Land (U.S.) Inc.

EXHIBIT 1

(License)

MASTER GEOPHYSICAL DATA-USE LICENSE
(Multiple Transaction / U.S. Land)

This Master Geophysical Data-Use License (the "License") is dated effective July 28, 2017, between **CGG Land (U.S.) Inc.**, a Delaware corporation ("CGG") and **Chaparral Energy L.L.C.**, an Oklahoma Limited Liability Company ("Licensee").

In consideration of the mutual promises contained in this License and other good and valuable consideration, CGG agrees to grant to Licensee and Licensee agrees to accept a non-exclusive license to use certain Data from time to time upon the terms and conditions set forth in this License. Upon each occasion CGG licenses specific Data to Licensee, the Parties will execute a supplemental agreement ("Supplement") to this License. The Supplement will be in substantially the form attached to this License as Exhibit A and will identify the specific Data licensed, the consideration to be paid by Licensee, and other particulars concerning the license transaction to which the Parties mutually agree.

From time to time, one or more of CGG's affiliated companies and one or more of Licensee's Related Entities (as defined below) may agree to adopt the terms of this License for use in licensing Data. In that event, the two companies will enter into a Supplement and, by referring to this License in the Supplement, agree to be bound by the terms set forth in this License as if they were parties to it.

1. Definitions Capitalized terms used in this License have the following meanings:
 - 1.1 "Acquirer(s)" means Third Parties that acquire, either directly or indirectly, Ownership or Control of Licensee, whether accomplished by statutory merger, consolidation or share exchange, stock sale or purchase, or any similar transaction.
 - 1.2 "CGG" is Defined in the first paragraph of this License.
 - 1.3 "Confidentiality Agreement(s)" means a written agreement between Licensee and a Third Party whereby the Third Party agrees to maintain the Data and Derivatives in strict confidence as provided in this License and not to Show or transfer the Data, Derivatives, or any analyses or interpretations thereof to any Third Party.
 - 1.3 "Consultant(s)" means Third Parties which are bona fide, recognized consultants in the geophysical industry engaged by Licensee to interpret, reprocess or make other technical studies of the Data for the sole use and benefit of Licensee. A Third Party cannot be a Consultant if such party (i) is a Prospective Partner, Partner, Prospective Acquirer or Acquirer of Licensee, (ii) is in the business of licensing geophysical data,

(iii) is in the business of producing hydrocarbons; or (iv) owns an economic interest in any oil and gas lease, production-sharing contract, or other interest within the geological area of the Data being used other than an overriding royalty interest granted to such party by Licensee as part of the party's compensation for consulting services.

- 1.4 "Control(s)" means the ability to direct, manage or dictate the actions of or determine the management of the entity in question whether by the election of members of the Board of Directors or other governing body of such entity, or by having a majority number of members of such governing body or by other means.
- 1.5 "Data" means geophysical and geological information, regardless of the form or medium on which it is displayed or stored. Data also includes interpretations created by CGG for license to third parties. Specific Data subject to this License is more particularly described in each Supplement.
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- 1.10 "Ownership" or "Owns" means, in the case of a corporation or other entity that issues voting securities, greater than 50% of the outstanding common stock or other voting securities and, in the case of a partnership, trust or other entity, greater than 50% of the interest in the profits thereof.
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- 1.12 "Partner(s)" means Third Parties contractually related to Licensee in Third Party Business Transactions (whether or not such relationships constitute a partnership at law).
- 1.13 "Processor(s)" means Third Parties which are bona fide recognized contractors that are engaged by Licensee to provide

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- 1.14 "Prospective Acquirer(s)" means any Third Party who is conducting bona fide negotiations in an endeavor to become an Acquirer.
- 1.15 "Prospective Partner(s)" means any Third Party who (i) has contacted Licensee or been contacted by Licensee concerning becoming a Partner; or (ii) is in any stage of negotiations with Licensee to become a Partner.
- 1.16 "Related Entity or Related Entities" means, at any time, any entity which (i) is Owned by Licensee, or (ii) Owns Licensee. An entity will be a Related Entity only so long as it (i) is Owned by Licensee or (ii) Owns Licensee. Notwithstanding the previous two sentences, neither of the following will be a Related Entity at any time: (a) an Acquirer of Licensee or (b) any entity engaged in the business of licensing geophysical data.
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- 1.19 "Supplement(s)" is defined in the second paragraph of this License.
- 1.20 "Third Party" or "Third Parties" means any corporation, individual, partnership, trust, or other entity not a party to this License (including Prospective Acquirers and Prospective Partners) other than a Related Entity.

1.21 "Third Party Business Transaction(s)" means farmouts, operating agreements, acreage trades, areas of mutual interest, joint development agreements, joint bidding agreements and similar business transactions entered with Third Parties for the joint exploration or development of a particular geographical area(s) covered by any Data or Derivatives.

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CGG

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10300 Town Park Drive
Houston, Texas 77072
Attention: Mike Bertness
Facsimile: 832-351-1054
Email:mike.bertness@cgg.com

Licensee

Chaparral Energy L.L.C.
701 Cedar Lake Blvd.
Oklahoma City, OK 73114
Attention: Michael Powell
Facsimile: 405-478-4598
Email:Michael.powell@chaparralenergy.com

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16. Entire Agreement There are no understandings or agreements relative to this License and each Supplement concluded by the Parties pursuant to this

License that are not fully expressed in this License. This License, as supplemented by each Supplement, is the entire agreement of the Parties concerning the subject matter hereof. This License and any Supplement may only be modified, amended or supplemented by a written document that (i) specifically references this License or the applicable Supplement and (ii) is signed by an authorized representative of each Party.

17. Conflict in Documents In the event of a conflict between the terms of this License and any Supplement, the terms of the Supplement will control. The preprinted terms and conditions appearing on any purchase order or any other order document issued by Licensee will not modify this License or any Supplement and will be null and void.

The Parties have executed this License in duplicate originals.

Licensee

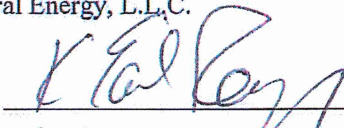
Chaparral Energy, L.L.C.

By

Name

Title

Date


K. EARL REYNOLDS
PRESIDENT-CEO

8-1-17

LJB

CGG

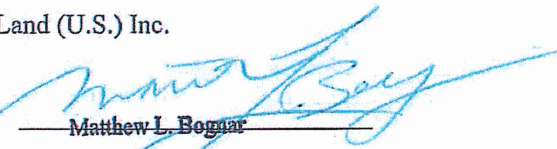
CGG Land (U.S.) Inc.

By

Name

Title

Date


Matthew L. Boggar
SVP MCNV Western Hemisphere

8/1/17

Supplement No. _____

This Supplement No. _____ ("Supplement") is dated this _____ day of _____
between _____ ("CGG") and
_____ ("Licensee") subject to the following:

1. The License. This Supplement is concluded pursuant to and made a part of that certain Master Geophysical Data-Use License between CGG Land Surveys, a division of CGG Land (U.S.) Inc., and dated, the ("License"), the terms of which are incorporated in this Supplement by reference, except as expressly negated or modified below.
2. The Data. The Data subject to this Supplement is described as:
3. Compensation. The compensation to be paid by Licensee to CGG for the non-exclusive right to use such Data is:
4. Parameters and Other Technical Matters:
5. Miscellaneous.

CGG:

Licensee:

By: _____

By: _____

CERTIFICATE OF SERVICE

I, Even T. Miller, hereby certify that on this 21st of September 2020, I caused a copy of the **CGG Land (U.S.) Inc.'s Objection to Debtors' Joint Plan of Reorganization** to be served on the parties listed below and on the attached service list via CM/ECF and email or first class mail (on those parties without email):

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

Office of the United States Trustee
for the District of Delaware
844 King Street, Suite 2207, Lockbox 35
Wilmington, DE 19801
Attn: Linda Richenderfer
Email: Linda.Richenderfer@usdoj.gov

Proposed Counsel to the Debtors
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attn: Damian S. Schaible, Angela M. Libby, Jacob S. Weiner
Email: damian.schaible@davispolk.com
angela.libby@davispolk.com
jacob.weiner@davispolk.com

Proposed Co-Counsel to the Debtors
Richards, Layton & Finger, P.A.
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920 North King Street
Wilmington, DE 19801
Attn: John H. Knight, Amanda R. Steele; Brendan J. Schlauch
Email: knight@rlf.com
steele@rlf.com
schlauch@rlf.com

Counsel to the RBL Agent
Vinson & Elkins LLP
Trammell Crow Center

2001 Ross Avenue, Suite 3900
Dallas, TX 75201
Attn: William L. Wallander, Bradley Foxman
Email: bwallander@velaw.com
bfoxman@velaw.com

Counsel to the Ad Hoc Group:
Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, NY 10038
Attn: Erez E. Gilad, Samantha Martin
Email: egilad@stroock.com
smartin@stroock.com

/s/ Evan T. Miller

Evan T. Miller (No. 5364)

Core/2002 Service List

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country	Phone	Fax	Email
Debtor	Chaparral Energy, Inc.	Attn Justin Byrne John H. Knight, Esq. Amanda R. Steel, Esq.	701 Cedar Lake Blvd			Oklahoma City	OK	73114				justin.byrne@chaparralenergy.com knight@rff.com; steele@rff.com;
Proposed Local Counsel for the Debtor	Richards Layton & Finger, PA	Brendan J. Schlauch, Esq. Damian S. Schauble, Esq. Angela M. Libby, Esq. Jacob Weiner, Esq. Paavani Garg, Esq.	One Rodney Square 450 Lexington Ave	920 North King St.		Wilmington New York	DE NY	19801 10017		302-651-7700 212-450-4000	302-651-7701	schlauch@rff.com damian.schauble@davispolk.com; angela.libby@davispolk.com; jacob.weiner@davispolk.com; paavani.garg@davispolk.com
Proposed Counsel for the Debtor	Davis Polk & Wardwell LLP	James Lee Franchise Tax	222 N. Pacific Coast Highway 401 Federal St	3rd Floor PO Box 898		El Segundo Dover	CA DE	90245 19903		302-739-3073	302-739-5831	dosdoc_bankruptcy@state.de.us statetreasurer@state.de.us
Proposed Claims and Noticing Agent DE Secretary of State	Delaware Secretary of State	Centralized Insolvency Operation	820 Silver Lake Blvd Ste 100			Dover	DE	19904		302-672-6700	302-739-5835	
DE State Treasury	Delaware State Treasury	Centralized Insolvency Operation	PO Box 7346			Philadelphia	PA	19101-7346		800-973-0424	855-235-6787	
IRS	Internal Revenue Service	Attn Susanne Larson Centralized Insolvency Operation	31 Hopkins Plz Rm 1150			Baltimore	MD	21201		800-913-9358		sbse.insolvency.balt@irs.gov
IRS	Internal Revenue Service	Centralized Insolvency Operation	2970 Market St			Philadelphia	PA	19104			855-235-6787	
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	100 F St. NE			Washington	DC	20549		202-942-8088	202-772-9317; 202-772-9318	secbankruptcy-ogc-ado@sec.gov
SEC Regional Office	Securities & Exchange Commission	Kelly L Gibson Regional Director Andrew Calamari Regional Director	1617 JFK Boulevard Ste 520			Philadelphia	PA	19103		215-597-3100	215-597-3194	philadelphia@sec.gov
SEC Regional Office	Securities & Exchange Commission NY Office		Brookfield Pl	200 Vesey St. Ste 400		New York	NY	10281-1022		212-336-1100	212-336-1320	bankruptcynoticeschr@sec.gov
US Trustee for District of DE	Delaware	Attn Linda Richenderfer Esq	J Caleb Boggs Federal Bldg	844 King St Ste 2207	Lockbox 35	Wilmington	DE	19801				linda.richenderfer@usdoj.gov
US Attorneys Office for DE	US Attorney for Delaware	David C Weiss c/o Ellen Slight Matthew Denn	1007 Orange St. Ste 700 Carvel State Office Bldg	PO Box 2046 820 N. French St		Wilmington	DE	19899-2046 19801		302-573-6590 302-577-8600	302-573-6431 302-577-6499	usade.ecbankruptcy@usdoj.gov attorney.general@state.de.us
DE AG Office	Delaware Attorney General	Attn Bankruptcy Dept	820 N French St 6th Fl			Wilmington	DE	19801	CANAD A	302-577-8424	302-577-5866	attorney.general@state.de.us
Administrative Agent for the Debtors' Credit Facility	Delaware Dept of Justice	Attn Manager, Agency Services Group	20 King St West 4th Flr			Wilmington	DE	19801				
Counsel to the Administrative Agent for the Debtors' Credit Facility, Royal Bank of Canada	Royal Bank of Canada	Agency Services Group William L. Wallander, Esq., Bradley Foxman, Esq. & Trevor Spears, Esq.	Attn Manager, Agency Services Group			Toronto	ON	M5H 1C4			416-842-4023	bwallander@velaw.com; broxman@velaw.com; tspears@velaw.com
Indenture Trustee of 8.750% Senior Notes Due 2023	Vinson & Elkins LLP	Attn Mauri Cowen	Trammell Crow Center	2001 Ross Ave	Ste. 3900	Dallas	TX	75201		214-220-7905; 214-220-7784	214-999-7905; 214-999-7784	
Counsel to the Ad Hoc Group of Holders of Senior Notes	UMB Bank, N.A.		5555 San Felipe St	Ste 870		Houston	TX	77056		713-300-0590		khansen@stroock.com; egliad@stroock.com; smartin@stroock.com; isasson@stroock.com
Holder of Senior Notes	Strook & Strook & Lavan LLP	Kristopher M. Hansen, Erez E. Gilad, Samantha L. Martin, and Isaac S. Sasson	180 Maiden Ln			New York	NY	10038-4982		212-806-5881; 212-806-6559	212-806-6006	
Holder of Senior Notes	Young, Conaway, Stargatt & Taylor, LLP	Attn Matthew Lunn, Robert Poppiti	1000 North King St	Rodney Square		Wilmington	DE	19801		302-571-6600	302-571-1253	mlunn@ycst.com; rpoppiti@ycst.com
Attorney General for the State of Oklahoma	Office of the Oklahoma Attorney General	Attn Bankruptcy Dept	313 NE 21st St			Oklahoma City	OK	73105		405-521-3921	405-521-6246	
Attorney General for the State of Texas	Office of the Attorney General	Attn Bankruptcy Dept	PO Box 12548			Austin	TX	78711-2548		512-463-2100	512-475-2994	
Attorney General for the State of Texas	Office of the Attorney General	Attn Bankruptcy Dept	300 W 15th St			Austin	TX	78701		512-463-2100	512-475-2994	
Counsel to Lead Plaintiffs in Class Action and Naylor Farms, Inc.	Helms Law Firm	Attn Conner L. Helms, Esq. Attn Seth A. Niederman and Thomas M. Horan	One NE 2nd St 919 N Market St	Ste 202 Ste 300		Oklahoma City Wilmington North Little Rock	OK DE	73104 19801-3046		405-319-0700 302-654-7444	405-319-9292 302-656-8920	conner@helmslegal.com sniederman@foxrothschild.com; thoran@foxrothschild.com
Counsel to Lead Plaintiffs in Class Action and Naylor Farms, Inc.	Fox Rothschild LLP					Oklahoma City	OK	73102		405-702-1000	405-702-1001	
Arkansas Environmental Agency	Arkansas Dept of Environmental Quality		5301 Northshore Dr			North Little Rock	AR	72118-5317		501-682-0744	501-682-0880	
Kansas Environmental Agency	Kansas Dept of Health and Environment		Curtis State Building	1000 SW Jackson		Topeka	KS	66612		785-296-1500	785-368-6368	
Louisiana Environmental Agency	Louisiana Dept of Environmental Quality		602 N Fifth St			Baton Rouge	LA	70802		225-219-3953	225-219-3971	
New Mexico Environmental Agency	New Mexico Environment Dept Quality		1190 St Francis Dr	Ste N4050		Santa Fe	NM	87505		800-218-6157	505-827-2836	
Oklahoma Environmental Agency	Oklahoma Dept of Environmental Quality		707 N Robinson			Oklahoma City	OK	73102		405-702-1000	405-702-1001	
Texas Environmental Agency	Texas Commission On Environmental Quality		12100 Park 35 Cir			Austin	TX	78753		512-239-1000	512-239-4430	
Region 6 (AR LA NM OK TX)	Environmental Protection Agency, Region 6		1445 Ross Ave Ste 1200			Dallas	TX	75202-2733		214-665-2200	214-665-2118	
Region 7 (IA KS MO NE)	Environmental Protection Agency, Region 7		11201 Renner Blvd			Lenexa	KS	66219		913-551-7003	913-551-7066	
EPA Headquarters	Environmental Protection Agency	U.S. EPA William Jefferson Clinton Building South (WJC South)	1200 Pennsylvania Ave NW 2310A			Washington	DC	20004		202-564-8040	202-564-1778	
Top 20 Creditor	Naylor Farms Inc	Office of General Counsel	401 SW 24th Ave Box 205			Perryton	TX	79070		806-435-4869		conner@helmslegal.com

Core/2002 Service List

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country	Phone	Fax	Email
Top 20 Creditor	Roan Resources LLC		320 S Boston Ste 900			Tulsa	OK	74103		918-949-4680		
Top 20 Creditor	George W Clark Jr Trust		3801 E Forman Rd			El Reno	OK	73036				
Top 20 Creditor	Dale Operating Company		2100 Ross Ave Ste 1870			Dallas	TX	75201		214-979-9010		
Top 20 Creditor	Sightline White Star Petroleum Holdings LLC		PO Box 3195			Oklahoma City	OK	73101		405-819-0264		jonathan.kraft@yahoo.com
Top 20 Creditor			301 NW 63rd Ste 900			Oklahoma City	OK	73116				
Top 20 Creditor	BCE-Mach III LLC		PO Box 248819			Oklahoma City	OK	73124-8819				ktucker@machresources.com
Top 20 Creditor	BCE Roadrunner LLC		1201 Louisiana St Ste 3308			Houston	TX	77002		713-400-8213		kristin@bayoucityenergy.com
Top 20 Creditor	RAF Exploration LLC		5816 NW 135th St Ste A			Oklahoma City	OK	73142				
Top 20 Creditor	Paloma Partners IV LLC		1100 Louisiana Ste 5100			Houston	TX	77002		713-650-8500		
Top 20 Creditor	Heritage Resources-NonOp LLC		PO Box 13580			Oklahoma City	OK	73113		405-594-4060	405-594-4051	
Top 20 Creditor	Leader Energy Services LLC		Department #300, PO Box 4776			Houston	TX	77210				
Top 20 Creditor	Devon Energy Prod Co LP		PO Box 842485			Dallas	TX	75284-2485		405-228-4800	405-552-4550	
Top 20 Creditor	Bison Water Midstream (BWM) LLC		PO Box 258831			Oklahoma City	OK	73125-8831				arsupport@bisonok.com
Top 20 Creditor	Chisholm Oil & Gas Operating LLC	Attn Robert M Zinke	6100 S Yale Ave Ste 1700			Tulsa	OK	74136				accountspayable@chisholmog.com
Top 20 Creditor	Tom & Marty Rother Trust		5325 234th St NW			Okarche	OK	73762		405-263-4404		
Top 20 Creditor	King Energy LLC		7025 N Robinson			Oklahoma City	OK	73116		405-463-0909		lacie.mcgillicuddy@chk.com
Top 20 Creditor	Chesapeake Operating Inc		PO Box 207295			Dallas	TX	75320-7295				ben.ingold@contango.com;
Top 20 Creditor	Contango Resources, Inc		PO Box 735060			Dallas	TX	75373-5060				scott.dubois@contango.com
Top 20 Creditor	Chesapeake Operating Inc		6100 North Western Ave			Oklahoma City	OK	73118				
Top 20 Creditor	Devon Energy Prod Co LP		333 West Sheridan Ave			Oklahoma City	OK	73102-5015				
Top 20 Creditor	Bison Water Midstream (BWM)		PO Box 249			Oklahoma City	OK	73101				
Top 20 Creditor	Contango Resources, Inc		717 Texas Ave	Ste 2900		Hosuton	TX	77002		713-236-7400	713-236-4424	
Top 20 Creditor	BCE-Mach III LLC		14201 Wireless Way	Ste 300		Oklahoma City	OK	73134-2521				
Counsel to the State of Louisiana, Office of Mineral Resources	Louisiana Departement of Justice	Ryan M. Seidemann	PO Box 94005			Baton Rouge	LA	70804-9005		225-326-6000	225-326-6099	seidemannr@ag.state.la.us; lentoc@ag.state.la.us
Counsel to Royal Bank of Canada Counsel to the Unclaimed Property Division of the Texas Comptroller of Public Accounts	Womble Bond Dickinson (US) LLP Office of the Attorney General of Texas	Ericka F. Johnson, Esq. Bankruptcy & Collections Division	1313 North Market St Ste 1200 Jason B. Binford and Layla D. Milligan	PO Box 12548-MC 008		Wilmington Austin	DE TX	19801 78711-2548		302-252-4320	302-252-4330	ericka.johnson@wbd-us.com jason.binford@oag.texas.gov; layla.milligan@oag.texas.gov
Counsel to U.S. Specialty Insurance Company	McElroy, Deutch, Mulvaney & Carpenter, LLP	Gary D. Bressler and David P. Primack	300 Delaware Ave Ste 770			Wilmington	DE	19801		302-300-4515	302-654-4031	gbressler@mdmc-law.com; dprimack@mdmc-law.com;
Counsel to U.S. Specialty Insurance Company	McElroy, Deutch, Mulvaney & Carpenter, LLP	Michael R. Morano	1300 Mount Kemble Ave	PO Box 2075		Morristown	NJ	07962-2075		973-425-4174	973-425-0161	mmorano@mdmc-law.com
Counsel to Matagorda County, Palacios ISD, Galveston County, Harris County, Montgomery County and Cypress-Fairbanks ISD	Linebarger Goggan Blair & Sampson, LLP											
Counsel to Midland Central Appraisal District	McCreary, Veselka, Bragg & Allen, P.C.	John P. Dillman	PO Box 3064			Houston	TX	77253-3064		713-844-3400	713-844-3503	houston_bankruptcy@publicans.com
		Tara LeDay	PO Box 1269			Round Rock	TX	78680		512-323-3200	512-323-3205	tleeday@mvbalaw.com