

**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)
)	
)	Re: Docket No. 142

**ORDER (A) AUTHORIZING THE DEBTORS TO ASSUME THE BACKSTOP
PURCHASE AGREEMENT, (B) PAY THE BACKSTOP OBLIGATIONS, AND (C)
GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of Chaparral Energy, Inc. and its subsidiaries that are debtors and debtors in possession (collectively, the “**Debtors**”) in the Chapter 11 Cases for entry of an order, pursuant to sections 105, 363, 365, 503, and 507 of the Bankruptcy Code and Bankruptcy Rule 6004 and 6006 (a) authorizing the Debtors to assume the Backstop Purchase Agreement, (b) pay the Backstop Obligations, and (c) granting related relief, as all as more fully set forth in the Motion; and the Court having jurisdiction to consider the matters raised in the 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 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

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 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.



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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 Motion and opportunity for a hearing on the Motion having been given to the Notice Parties, and it appearing that no other or further notice need be provided; and the Court having held, if necessary, a hearing on the Motion (the “**Hearing**”); and the Court having reviewed the Motion and the Glodowski Declaration; and the Court having relied upon the representations set forth in the Glodowski Declaration in support of the findings set forth herein; and the Court having found that the (a) Backstop Purchase Agreement (including, without limitation the Put Option Premium, the Put Option Premium Cash Amount, the Expense Reimbursement, and the Indemnification Obligations) have been negotiated at arm’s length and in good faith, and are fair and reasonable, (b) Backstop Obligations payable thereunder are actual and necessary expenses of the Debtors’ estates, and (c) Backstop Purchase Agreement confers a substantial benefit upon the Debtors’ estates; and the Court having found that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and the Court having determined that the relief requested in the 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 Motion is GRANTED, as set forth herein.
2. All objections to the Motion or the relief requested therein, if any, that have not been withdrawn, waived, resolved, or settled, and all reservations of rights included therein, are overruled with prejudice.

3. Effective as of the date of this Order, the Backstop Purchase Agreement attached to the Motion as **Exhibit B** is approved in its entirety, the Debtors' entry into the Backstop Purchase Agreement is approved, and the Debtors are authorized and directed (and are hereby deemed) to assume the Backstop Purchase Agreement and to fully perform any and all obligations thereunder pursuant to section 365(a) of the Bankruptcy Code, including, without limitation, paying any premiums, fees, and expenses and indemnification obligations provided for or permitted by the Backstop Purchase Agreement (including, without limitation, the Put Option Premium, Put Option Premium Cash Amount, Expense Reimbursement and Indemnification Obligations) in accordance therewith, to the extent they become payable thereunder.

4. The Backstop Purchase Agreement shall be binding and enforceable against the parties thereto in accordance with its terms.

5. Any cure amount or other requirements of section 365 of the Bankruptcy Code are hereby deemed satisfied.

6. The failure to describe specifically or include any particular provision of the Backstop Purchase Agreement in the Motion or this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Backstop Purchase Agreement be assumed by the Debtors in its entirety and that the Debtors fully perform their obligations thereunder.

7. Without limiting any other provision of this Order, the Put Option Premium, Put Option Premium Cash Amount, the Expense Reimbursement and the Indemnification Obligations provided under the Backstop Purchase Agreement: (a) are actual and necessary costs of preserving the Debtors' estates and as such are approved and allowed as

administrative expenses pursuant to sections 503(b) and 507(a) of the Bankruptcy Code; and (b) shall be payable pursuant to the terms of the Backstop Purchase Agreement. Each of the Put Option Premium, Put Option Premium Cash Amount, the Expense Reimbursement and the Indemnification Obligations are legal, valid, and binding obligations of the Debtors and shall not be subject to further approval of the Court, and no recipient of any the Put Option Premium, Put Option Premium Cash Amount, the Expense Reimbursement or the Indemnification Obligations shall be required to file any motion or application with the Court as a condition precedent to the Debtors' obligation to pay such amounts. For the avoidance of doubt, the Put Option Premium, the Put Option Premium Cash Amount, the Expense Reimbursement, and the Indemnification Obligations shall survive any termination of the Backstop Purchase Agreement, in accordance with the terms specified therein.

8. The Put Option Premium and the Put Option Premium Cash Amount are hereby approved and shall not be subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether contractual, equitable, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under any applicable law or regulation by any person or entity.

9. The Put Option Premium and the Put Option Premium Cash Amount shall not be discharged, modified, or otherwise affected by any chapter 11 plan of the Debtors, dismissal of these cases, or conversion of these chapter 11 cases to chapter 7 cases, nor shall any of such amounts be required to be disgorged upon the reversal or modification on appeal of this Order.

10. The Backstop Purchase Agreement and the provisions of this Order, including all findings herein, shall be effective and binding upon all parties in interest in these

chapter 11 cases, including, without limitation, all creditors of any of the Debtors, any statutory or other committee appointed, the Debtors and their respective successors and assigns, including any trustee hereinafter appointed or elected for any of the Debtors, any examiner appointed, a responsible person, officer, or any other party appointed as a legal representative or designee of any of the Debtors or with respect to the property of the Debtors' estates, whether in these chapter 11 cases, in any successor chapter 11 or chapter 7 cases, or upon any dismissal of any such cases, and shall inure to the benefit of the Backstop Parties and the Debtors and their respective successors and assigns.

11. The Debtors are authorized to execute, deliver, and perform one or more amendments, waivers, consents, or other modifications to and under the Backstop Purchase Agreement (including any related agreements, documents or papers), in each case in accordance with the terms of the Backstop Purchase Agreement, and no further approval of the Court shall be required for any amendment, waiver, consent, or other modification to and under the Backstop Purchase Agreement (including any related agreements, documents or papers) that does not have a material adverse effect on the Debtors' estates; provided, however, that approval of the Court shall be required if, in connection with any such amendment, waiver, consent, or modification, the amount of the Put Option Premium or Put Option Premium Cash Amount is increased or any other payment obligation is imposed.

12. The Debtors are authorized to take any and all actions, and to execute any and all instruments, documents and papers necessary or appropriate to implement the terms of the Backstop Purchase Agreement and effectuate the relief granted pursuant to this Order.

13. The Backstop Purchase Agreement shall be solely for the benefit of the parties thereto and no other person or entity shall be a third-party beneficiary thereof. No entity,

other than the parties to the Backstop Purchase Agreement, shall have any right to seek or enforce specific performance of the Backstop Purchase Agreement.

14. To the extent the automatic stay provisions of section 362 of the Bankruptcy Code would otherwise apply, such provisions are vacated and modified to effectuate all of the terms and provisions of the Backstop Purchase Agreement and this Order, including, without limitation, permitting the Backstop Parties to exercise all rights and remedies under the Backstop Purchase Agreement in accordance with its terms, terminate the Backstop Purchase Agreement in accordance with its terms, and deliver any notice contemplated thereunder, in each case, without further order of the Court.

15. The failure of any Backstop Party to seek relief or otherwise exercise its rights and remedies under this Order, the Backstop Purchase Agreement, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of any of the Backstop Parties, except to the extent specifically provided in the Backstop Purchase Agreement.

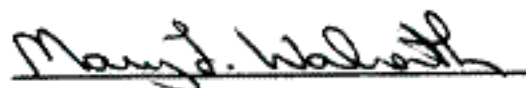
16. The requirements of Bankruptcy Rule 6004(a) are satisfied by the contents of the Motion.

17. Any Bankruptcy Rule (including, but not limited to, Bankruptcy Rule 6004(h)) or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

18. Notice of the Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice of the Motion or the entry of this Order shall be required.

19. The Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: September 24th, 2020
Wilmington, Delaware



MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE