IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
CHAPARRAL ENERGY, INC., *et al.*,[1]	)	Case No. 20-11947 (MFW)
Debtors.	)	(Jointly Administered)

DECLARATION OF CHARLES DUGINSKI, CHIEF EXECUTIVE OFFICER AND PRESIDENT OF CHAPARRAL ENERGY, INC., IN SUPPORT OF (I) APPROVAL OF THE DISCLOSURE STATEMENT AND (II) CONFIRMATION OF THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION

Under 28 U.S.C. § 1764, Charles Duginski declares as follows under the penalty of perjury:

1. I am the Chief Executive Officer and President of Chaparral Energy, Inc. ("**Chaparral Parent**"), which is incorporated in Delaware and is the parent corporation of the other debtors and debtors in possession (collectively, the "**Debtors**" or the "**Company**") in the above-captioned chapter 11 cases. I joined the Company and have been serving on its board of directors and as its Chief Executive Officer and President since December 2019.

2. I have more than 26 years of experience in the oil and natural gas industry. Prior to joining the Company, I was employed by Tapstone Energy, LLC, where I served as Chief Operating Officer, Senior Vice President, and board member. Prior to joining Tapstone, I

[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.

served as Chief Operating Officer of Echo Energy. I also served as Vice President – Southern Region Production of Continental Resources, Inc., where I had operational and technical responsibility for the Anadarko Basin. Before Continental, I held various positions of increasing responsibility at Chesapeake Energy Corporation, including District Manager – Haynesville and then Vice President – Haynesville/Barnett Business Unit. I began my career in technical roles at Mobil Oil and ExxonMobil and hold a Bachelor of Science in Mechanical Engineering from the University of Oklahoma.

3. I submit this declaration (the "**Declaration**") in support of the Debtors' request for entry of the proposed order, filed contemporaneously herewith (the "**Proposed Confirmation Order**") (i) approving, on a final basis, the *Disclosure Statement for the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization* [D.I. 17] (the "**Disclosure Statement**") and (ii) confirming the *Debtor' Amended Joint Prepackaged Chapter 11 Plan of Reorganization*, filed contemporaneously herewith (the "**Plan**"),[2] including the agreements and other documents set forth in those certain supplements to the Plan, filed with the Court on September 8, 2020 [D.I. 143], September 15, 2020 [D.I. 183], and September 23, 2020 [D.I. 210] (collectively, the "**Plan Supplement**"). Together with the Debtors' counsel, investment bankers and restructuring advisors, I have reviewed and am generally familiar with the terms and provisions of the Plan, the documents comprising the Plan Supplement, the Disclosure Statement, the Proposed Confirmation Order and the requirements for confirmation of the Plan under section 1129 of title 11 of the United States Code (the "**Bankruptcy Code**").

4. Except as otherwise indicated, the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, information provided to

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

me by employees of the Debtors, my opinion based upon my experience, knowledge and information concerning the Debtors' operations and financial condition, or my discussions with the Debtors' restructuring advisors – Davis Polk & Wardwell LLP ("**Davis Polk"**), as counsel, Richards, Layton & Finger, PA ("**RLF**"), as Delaware counsel, Opportune LLP ("**Opportune**"), as restructuring advisor, and Rothschild & Co. ("**Rothschild & Co**") and Intrepid Financial Partners, LLC ("**Intrepid**," and together with Davis Polk, RLF, Opportune, and Rothschild & Co., the "**Advisors**"), as investment bankers. If called upon to testify, I would testify competently to the facts set forth in the Declaration.

5. Additional information regarding the circumstances leading to the commencement of these Chapter 11 Cases and information regarding the Debtors' business and capital structure is set forth in the *Declaration of Charles Duginski, Chief Executive Officer and President of Chaparral Energy, Inc. in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* [D.I. 25], which I incorporate herein by reference.

PLAN

6. On August 15, 2020, approximately 78% of the RBL Lenders, 78% of the holders of the Senior Notes, and the Company signed the restructuring support agreement (the "**Restructuring Support Agreement**"), which requires each party to support the consummation of certain restructuring transactions through the Plan. The groundwork for the Restructuring Support Agreement was laid over the course of several months of discussions among the Debtors, the Advisors, the RBL Lenders, and the advisors to and members of an ad hoc group of holders of Senior Notes ("the **Ad Hoc Group**"). Importantly, the Restructuring Support Agreement and the Plan facilitates the Debtors' reorganization on terms that provide a recovery for all stakeholders. More specifically, the Plan provides, among other things, that:

(a) The Debtors will emerge from chapter 11 with a $300 million exit revolving credit facility (the "**Exit Facility**"). The Exit Facility will have an initial borrowing base equal to the lesser of (i) $175 million or (ii) the Reorganized Debtors' proved developed producing reserves on a PV-15 basis, plus hedges, on six-month roll-forward basis. There will be a minimum of $20 million of availability under the Exit Facility at emergence.

(b) RBL Lenders will receive, on account of their RBL Claims, (i) their pro rata share of (a) cash in the amount of the difference between their outstanding loans as of the effective date of the Plan and the initial borrowing base under the Exit Facility and (b) an additional amount of cash to be determined based on excess cash as of the Effective Date and (ii) new first-lien revolving loans.[3]

(c) The Debtors will fully equitize their approximately $300 million of outstanding prepetition Senior Notes Claims, with each holder of a Senior Notes Claim receiving, its pro rata share of (i) 100% of the total issued and outstanding shares of new common stock of the Reorganized Debtors (the "**New Common Stock**"), subject to dilution by any New Common Stock issued upon conversion of the Convertible Notes (as defined below), the issuance of shares of New Common Stock pursuant to any management incentive plan that may be approved by the board of directors of Reorganized Chaparral Parent, New Common Stock issued in connection with the "Put Option Premium" paid to the Backstop Parties, and any New Common Stock issued upon exercise of the warrants described below and (ii) rights, received prior to emergence, to participate in the Rights Offering.

(d) The Reorganized Debtors will raise $35 million through the Rights Offering of new second lien convertible notes (the "**Convertible Notes**"), which will be issued at par. The Convertible Notes will be convertible into shares of New Common Stock equal to 50% of the New Common Stock outstanding upon the Reorganized Debtors' emergence from bankruptcy (subject to certain anti-dilution protections).

(e) All other Claims, including General Unsecured Claims, will receive treatment that renders them unimpaired under the Bankruptcy Code.

(f) All of the Debtors' existing common stock and other equity interests will be cancelled, released, and extinguished, and will be of no further force or

[3] The Plan provided the RBL Lenders who did not wish to provide revolving commitments with the option of receiving a distribution of cash and first lien, second out term loans instead of cash and first lien, first out revolving loans. However, because all RBL Lenders elected to provide revolving credit commitments, the Exit Facility will not include a second out term loan component.

effect. However, holders of the Debtors' existing common stock and certain other equity interests (including interests related to claims pending in the Company's prior bankruptcy cases) will receive their pro rata share of $1.2 million of cash and the package of cashless exercise warrants (or in the case of certain holders of equity interests, cash in an amount equal to $0.01508 per share in lieu of such warrants)

7. The transactions set forth in the Plan are supported by all of the Debtors' major stakeholders, leave General Unsecured Claims unimpaired, provide value to the Eligible Common Stockholders, set forth a clear pathway to emergence, and will leave the Reorganized Debtors deleveraged and positioned for long-term viability. For the reasons set forth herein, based on the standards supplied to me by counsel, I believe the Disclosure Statement satisfies the requirements of sections 1125 and 1126(b) of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 3017 and 3018 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and any other applicable laws, rules, or regulations. Furthermore, I believe the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code. Accordingly, I believe the Disclosure Statement should be approved on a final basis and the Plan should be confirmed.

DISCLOSURE STATEMENT SHOULD BE APPROVED ON A FINAL BASIS

A. The Disclosure Statement Satisfies Requirements of the Bankruptcy Code and Should Be Approved

8. It is my understanding that the Disclosure Statement satisfies the requirements of section 1125 and 1126 of the Bankruptcy Code and Bankruptcy Rules 3017(d), 3017(e), 2018(b), and 3018(c).

(i) The Disclosure Statement Contains Adequate Information Within the Meaning of Sections 1126(b)(2) and 1125(a) and (b) of the Bankruptcy Code

9. It is my understanding that the Disclosure Statement complies with section 1126(b)(2) of the Bankruptcy Code, which requires compliance with section 1125(a) of the

Bankruptcy Code. Section 1125(a)(1) of the Bankruptcy Code requires that a plan proponent provide "adequate information" regarding the proposed plan to holders of impaired claims and interests entitled to vote on the plan.

10. It is my understanding that the Disclosure Statement contains adequate information necessary to enable all parties in interest to make an informed judgment with respect to the Plan as required by section 1125 of the Bankruptcy Code. The Disclosure Statement contains historical information about the Debtor's business and detailed financial information, together with further explanations or summaries of (i) the events leading to the commencement of the Chapter 11 Cases; (ii) the Debtor's restructuring efforts and the Restructuring Transactions; (iii) anticipated events during the Chapter 11 Cases; (iv) the Plan and transactions to be consummated pursuant thereto; (v) financial information, projections and a liquidation analysis; (vi) risk factors affecting the Plan; (vii) means for implementing the Plan; (viii) securities law and federal tax law consequences of confirming the Plan; (ix) voting procedures and requirements; and (x) alternatives to confirmation of the Plan.

11. The Debtors commenced solicitation before the commencement of the Chapter 11 Cases and it is my understanding that the solicitation complied with applicable nonbankruptcy law, thereby satisfying the requirements of sections 1125(g) and 1126(b) of the Bankruptcy Code. I have been advised that because the Plan includes an issuance of New Common Stock in Reorganized Chaparral Parent to holders of Senior Notes Claims on account of their Senior Notes Claims, the Debtors' prepetition solicitation was in part governed by the Securities Act and "Blue Sky" laws. Specifically, it is my understanding that the Debtors' prepetition solicitation of creditors was exempt from registration under section 4(a)(2) of the Securities Act and Regulation D (a safe harbor regulation promulgated under that section), which

create an exemption from the Securities Act's registration requirements and otherwise applicable state laws for transactions not involving a "public offering."

12. It is also my understanding that the Debtors have complied with the requirements of section 4(a)(2) of the Securities Act and Regulation D thereunder. The Debtors took steps to ensure that the only holders of Claims entitled to vote on the Plan prior to the Petition Date were "accredited investors" (as such term is defined in Regulation D). Each holder of RBL Claims and Senior Notes Claims that executed the Restructuring Support Agreement represented that it was an accredited investor. In addition, the Ballots clearly stated that only accredited investors were permitted to vote prior to the Petition Date and required that each holder submitting a Ballot prior to the Petition Date represent that it was an accredited investor. Moreover, holders of RBL Claims and Senior Notes Claims who were not parties to the Restructuring Support Agreement and voted in favor of the Plan prior to the Petition Date would not become committed to acquire the New Common Stock as a result of prepetition vote because they had the right to change their votes at any time prior to the Voting Deadline. I believe the Solicitation therefore meets the requirements of applicable nonbankruptcy law and complies with section 1126(b)(1) of the Bankruptcy Code.

13. Based on the foregoing, I believe that the Disclosure Statement contains adequate information within the meanings of section 1125 of the Bankruptcy Code, satisfies the disclosure requirements of applicable non-bankruptcy law, including the Securities Act, and is appropriate under section 1125(g) of the Bankruptcy Code, as all of those provisions have been explained to me.

PLAN SATISFIES BANKRUPTCY CODE'S REQUIREMENTS FOR CONFIRMATION AND SHOULD BE APPROVED

14. Based on my understanding of the Plan, the events that have occurred during these Chapter 11 Cases, and discussions I have had with the Advisors regarding the requirements of the Bankruptcy Code, I believe that the Plan satisfies all provisions of section 1129 of the Bankruptcy Code and complies with all other applicable sections of the Bankruptcy Code, the Bankruptcy Rules, any local rules and applicable non-bankruptcy law and should therefore be confirmed.

A. The Plan Satisfies Section 1129(a)(1) of the Bankruptcy Code

15. I understand that section 1129(a)(1) of the Bankruptcy Code requires the Plan to comply with the applicable provisions such as sections 1122 and 1123 of the Bankruptcy Code. As detailed below, I have been advised by the Advisors that the Plan satisfies this requirement based on the facts and opinions set forth below.

(i) Section 1122: Plan's Classification Structure Is Proper

16. Article III of the Plan provides for the classification of Claims and Interests in nine individual Classes[4]:

Class 1:	Other Secured Claims
Class 2:	Other Priority Claims
Class 3:	RBL Claims
Class 4:	Senior Notes Claims
Class 5:	General Unsecured Claims
Class 6:	Intercompany Claims
Class 7:	Intercompany Interests
Class 8:	Chaparral Parent Equity Interests
Class 9:	Other Chaparral Parent Interests

17. I believe that the classification scheme is premised on, among other things, (a) the secured or unsecured status of the underlying obligation and (b) the differences in

[4] I have been advised that Administrative Expense Claims and Priority Tax Claims are not classified in the Plan in accordance with section 1123(a)(1) of the Bankruptcy Code.

the legal nature and/or priority of the underlying obligation. I believe that the Plan's classification scheme was not proposed to create a consenting Impaired Class and, thereby, manipulate voting. As a result of the foregoing, I believe that the Debtors' classification scheme complies with section 1122 of the Bankruptcy Code as it has been explained to me.

(i) Section 1123(a): Plan's Content Is Appropriate

18. I have been advised that the Plan fully complies with each of the seven requirements of section 1123(a) of the Bankruptcy Code, based on the following:

- Section 1123(a)(1). The Plan designates Classes of Claims and Interests as required by section 1123(a)(1).

- Section 1123(a)(2). The Plan specifies whether each Class of Claims or Interests is Impaired or Unimpaired under the Plan as required by section 1123(a)(2).

- Section 1123(a)(3). The Plan specifies the treatment of any Class of Claims or Interests that is Impaired as required by section 1123(a)(3).

- Section 1124(a)(3). The Plan meets the requirements of section 1123(a)(4) of the Bankruptcy Code because Holders of Allowed Claims or Interests will receive, on account of such Claims and Interests, the same rights and treatment as other Holders of Allowed Claims or Interests within such Holders' respective Classes. With respect to Class 3 (RBL Claims), each Holder of an RBL Claim has the same opportunity to elect receive one of two forms of consideration under the Plan. Moreover, all Holders of RBL Claims elected to provide revolving commitments and are therefore receiving the same distribution under the Plan. With respect to Class 4 (Senior Notes Claims), each Holder of a Senior Notes Claim has the same rights under the Plan and receives the same treatment under the Plan: (a) its pro rata share of 100% of the total issued and outstanding New Common Stock (subject to dilution) and (b) rights to purchase its pro rata share of the $35 million aggregate principal amount of New Convertible Notes in the Rights Offering. The consideration provided in the Backstop Commitment Agreement to the Backstop Parties, including the Backstop Premium, is not consideration on account of the Backstop Parties' Allowed Senior Notes Claims; rather, such consideration is provided in exchange for the new, valuable backstop commitments provided by the Backstop Parties.

- Section 1123(a)(5). The Plan and applicable definitive documents provide adequate means for the Plan's implementation as required by section

1123(a)(5) of the Bankruptcy Code. Specifically, the Plan provides for the following, among other things, (i) the continued corporate existence of the Reorganized Debtors, (ii) the authorization, issuance, and delivery of the New Common Stock, (iii) treatment of executory contracts and unexpired leases, (iv) taking of all necessary and appropriate actions by the Debtors or Reorganized Debtors, as applicable, to effectuate the transactions under and in connection with the Plan and the Backstop Commitment Agreement, and (v) all actions set forth in Article IV of the Plan.

- Section 1123(a)(6). The New Corporate Governance Documents and other applicable organizational documents contain provisions necessary to prohibit the issuance of nonvoting equity securities as required by section 1123(a)(6) of the Bankruptcy Code.

- Section 1123(a)(7). The Plan provisions governing the manner of section of any officer, director, or manager under the Plan are consistent with the interests of creditors and equity security holders and with public policy in accordance with section 1123(a)(7).

19. Accordingly, I believe the Plan satisfies section 1123(a) of the Bankruptcy Code.

(i) Section 1123(b): Plan's Content Is Permitted

20. I have been advised that section 1123(b) of the Bankruptcy Code sets forth permissive provisions that may be incorporated into a chapter 11 plan, and as discussed in more detail below, I believe that each applicable provision of the Plan is consistent with section 1123(b).

- Section 1123(b)(1). Pursuant to Article III of the Plan, Classes 3 (RBL Claims), 4 (Senior Notes Claims), 8 (Chaparral Parent Equity Interests). and 9 (Other Chaparral Parent Interests) are impaired.

- Section 1123(b)(2). The Plan provides for the assumption of all executory contracts and unexpired leases upon the Effective Date, unless such contract or lease (i) was assumed or rejected previously by the Debtors; (ii) previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to reject filed on or before the Effective Date; (iv) is identified on the Rejected Executory Contract and Unexpired Lease List. Additionally, the Plan complies with section 1123(d) of the Bankruptcy Code. The Plan provides for the satisfaction of monetary defaults under each Executory Contract and Unexpired Lease to be assumed under the Plan by payment of the default amount, if any, on the Effective Date or in

the ordinary course of business, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree, subject to the limitations described in Article V of the Plan or the proposed Confirmation Order.

- Section 1123(b)(3)(A). The Plan also provides for certain settlements of Claims against, and Interests in, the Debtors, including through the discharge, release, exculpation, and injunction provisions contained in Article VIII of the Plan. Article VIII Section A of the Plan additionally provides that the provisions of the Plan constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest.

21. Accordingly, I believe that each of the foregoing permissive provisions is consistent with section 1123(b) of the Bankruptcy Code.

B. Section 1129(a)(2): Debtors Have Complied with the Bankruptcy Code

22. To the best of my knowledge and belief and based on discussions with Advisors, I believe that the Debtors have complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126 of the Bankruptcy Code, regarding disclosure and solicitation. As discussed above, I believe that the Disclosure Statement contains adequate information for a holder of Claims or Interests in the Voting Classes to make a reasonably informed decision regarding the Plan. In addition, it is my understanding that the Debtors' solicitation and tabulation of votes with respect to the Plan were proper and conformed with the Solicitation Procedures.

C. Section 1129(a)(3): Plan Has Been Proposed in Good Faith and Is Not by Any Means Forbidden by Law

23. I believe that the Debtors have proposed the Plan in good faith and solely for the legitimate and beneficial purposes of restructuring the Debtors' balance sheet, enhancing the Debtors' value and ongoing business operations, and improving the Debtors' viability in a

challenging and volatile business environment. The Debtors engaged in months of extensive, arm's-length negotiations with the RBL Lenders and the Ad Hoc Group, each of whom, it is my understanding, were represented by experienced and sophisticated counsel and financial advisors. Such negotiations culminated in the proposed restructuring, as embodied in the Plan. I believe that the acceptance of the Plan by the holders of Claims and Interests in Classes 3 and 4 that voted on the Plan reflects the Plan's inherent fairness and good faith efforts to achieve the objectives of chapter 11. Furthermore, as has been explained to me, the Plan is not by any means forbidden by law, and indeed, is in full compliance with the Bankruptcy Code and applicable nonbankruptcy law. Accordingly, I believe the Debtors have proposed the Plan in good faith and solely for the legitimate purpose of reorganizing the Debtors' ongoing business.

D. Section 1129(a)(4): Plan Provides that Professional Fees and Expenses Are Subject to Court Approval

24. I understand that all payments for services provided to the Debtors during these cases must be approved by the Court as reasonable in accordance with section 1129(a)(4) of the Bankruptcy Code. The Plan provides that all requests for payment of Professional Fee Claims incurred prior to the Confirmation Date must be filed with the Bankruptcy Court no later than 45 days after the Effective Date. Distribution on account of Professional Fee Claims shall be made only when such Claims become Allowed by entry of an order of the Bankruptcy Court. Accordingly, I believe that the Plan complies with the requirements of section 1129(a)(4) of the Bankruptcy Code.

E. Section 1129(a)(5): Debtors Have Disclosed All Necessary Information Regarding Directors, Officers, and Insiders

25. I have been advised that section 1129(a)(5) of the Bankruptcy Code requires that (i) the plan proponent disclose the identity and affiliations of the proposed officers and directors of the reorganized debtors, (ii) the appointment or continuance of such officers and

directors be consistent with the interests of creditors and equity security holders and with public policy, and (iii) to the extent that these directors and officers are insiders, there be disclosure of the identity and nature of any compensation of any such insiders.

26. Based on my understanding of the Bankruptcy Code and the advice of Davis Polk and RLF, I believe the Debtors have satisfied the foregoing requirements through disclosure in the Plan and the Plan Supplement. The Plan Supplement provides that the Reorganized Chaparral Parent Board will initially consist of seven (7) directors (each, a "**Director**"). The initial Directors, as of the Plan Effective Date, shall include (i) two (2) Directors selected by Millstreet Capital Management LLC ("**Millstreet**"), at least one of whom must be independent, (ii) one Director selected by Avenue Energy Opportunities Fund, L.P. ("**Avenue**"), (iii) one Director selected by Amzak Capital Management, LLC ("**Amzak**"), (iv) one independent Director selected by Millstreet, Avenue and Amzak, (v) one independent Director selected by the Ad Hoc Group, and (vi) the individual then serving as the Chaparral Parent Chief Executive Officer. The Debtors will disclose the identity and affiliations of the members of the Reorganized Chaparral Parent Board prior to the Confirmation Hearing in an amended Plan Supplement.

27. Accordingly, I believe that the Plan satisfies the requirements under section 1129(a)(5) of the Bankruptcy Code as it has been explained to me.

F. Section 1129(a)(6): Debtors Have Disclosed All Necessary Information Regarding Directors, Officers, and Insiders

28. I am advised that, because the Plan does not provide for any rate changes, section 1129(a)(6) is inapplicable to these cases.

G. Section 1129(a)(7): Plan Satisfies Best Interests Test

29. I have been advised that section 1129(a)(7) of the Bankruptcy Code requires that each individual holder of an impaired claim or interest has either accepted the Plan or will receive or retain property having, as of the effective date of the Plan, a present value of not less than what such holder would receive if the debtor were liquidated under chapter 7 of the Bankruptcy Code at that time—commonly referred to as the "best interests" test. In consultation with the Debtors and their Advisors, Opportune prepared the liquidation analysis attached to the Disclosure Statement as Exhibit F (the "**Liquidation Analysis**").

30. I understand that the Liquidation Analysis demonstrates that holders of Impaired Claims or Interests will receive at least as much or more of a recovery under the Plan because, among other things, the continued operation of the Debtors as a going concern, rather than a chapter 7 liquidation, will allow the realization of more value on account of the assets of the Debtors. I believe that the Liquidation Analysis demonstrates that the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code. I believe that the assumptions and estimates in the Liquidation Analysis are appropriate in the context of these Chapter 11 Cases, and understand that they are based upon the knowledge and expertise of the Advisors, who have intimate knowledge of the Debtors' businesses and relevant industry and restructuring experience. Additionally, it is my understanding that further support for the proposition that the Plan satisfies the best interests test is set forth in the *Debtors' Memorandum of Law in Support of (A) Approval of the Disclosure Statement, and (II) Confirmation of the Joint Prepackaged Chapter 11 Plan of Reorganization* (the "**Memorandum**") and the *Declaration of Paul Legoudes in Support of Confirmation of Joint Prepackaged Chapter 11 Plan of Reorganization of Chaparral Energy, Inc. and its Debtor Affiliates,* both filed concurrently herewith. Based on

the foregoing, I believe the Plan satisfies the requirements of the best interests test under section 1129(a)(7) of the Bankruptcy Code.

H. Section 1129(a)(8): Plan Has Been Accepted by Impaired Voting Classes

31. I have been advised that section 1129(a)(8) of the Bankruptcy Code requires that each class of Claims or equity Interests must either have accepted the Plan or not be Impaired under the Plan. Under the Plan, holders of Claims in Classes 1 (Other Secured Claims), 2 (Other Priority Claims), and 5 (General Unsecured Claims) are Unimpaired and, it is my understanding pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to have voted to accept the Plan. It is also my understanding that more than the requisite number of holders and Claim amounts in the following Impaired Classes of Claims that are entitled to vote to accept or reject the Plan, and that voted, have affirmatively voted to accept the Plan, as reflected in the Solicitation Affidavit:

- Class 3 (RBL Claims) voted 100% in number and 100% in amount to accept the Plan; and
- Class 4 (Senior Notes Claims) voted 100% in number and 100% in amount to accept the Plan.

32. Although Classes 8 (Chaparral Parent Equity Interests), 9 (Other Chaparral Parent Interests) and, to the extent Impaired, Class 6 (Intercompany Claims) and Class 7 (Intercompany Interests), are deemed to reject the Plan, it is my understanding that the Plan may nonetheless be confirmed over such rejections because, as set forth below, the Plan satisfies the requirements for cramdown under section 1129(b) of the Bankruptcy Code. As such, I believe the Plan complies with section 1129(a)(8).

I. Section 1129(a)(9): Plan Provides for Payment in Full of All Allowed Priority Claims

33. I understand that section 1129(a)(9) of the Bankruptcy Code requires that claims entitled to priority under section 507(a) of the Bankruptcy Code be paid in full in Cash unless the holders thereof agree to a different treatment with respect to such Claims. The Plan complies with section 1129(a)(9) of the Bankruptcy Code because, except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides for full payment of Allowed Administrative Claims (other than Holders of Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) on the applicable distribution date or in the ordinary course of business in accordance with the following: (1) if an Administrative Claim is Allowed as of the Effective Date, on or as soon as reasonably practicable after the Effective Date (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than sixty days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; or (4) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

34. Further, each holder of an Allowed Priority Tax Claim shall receive, on account of such Allowed Priority Tax Claim either (i) Cash equal to the amount of such Allowed Priority Tax Claim on the Effective Date or (ii) treatment in accordance with the terms set forth

in section 1129(a)(9)(C) of the Bankruptcy Code. For the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code.

35. Accordingly, I believe that the Plan complies with 1129(a)(9) of the Bankruptcy Code.

J. Section 1129(a)(10): At Least One Class of Impaired Claims Has Accepted the Plan

36. I understand that the Plan satisfies section 1129(a)(10) of the Bankruptcy Code, which I am advised requires the affirmative acceptance of the Plan by at least one class of impaired claims, determined without including any acceptance of the Plan by any insider. As discussed above, Class 3 (RBL Claims) and Class 4 (Senior Notes Claims), each of which is an Impaired Class, have voted to accept the Plan without counting the acceptance of insiders. As such, I believe that the Plan complies with section 1129(a)(10).

K. Section 1129(a)(11): Plan Is Feasible

37. I am advised that section 1129(a)(11) of the Bankruptcy Code requires the Court to determine whether a chapter 11 plan is feasible, *i.e.*, it is not likely to be followed by liquidation or the need for further financial reorganization. I understand that, in the context of the Plan, feasibility is generally established by demonstrating the Debtors' ability to implement the provisions of the Plan with a reasonable assurance of success. I have been advised on the various factors courts have considered when assessing the feasibility of a Plan.

38. Based upon my understanding of the Plan, the advice of the Advisors, and my experience with the Debtors' businesses and industry, I believe that the Plan is feasible. The Plan embodies a meticulously tailored restructuring that will provide for the continued viability of the Debtors' businesses. Moreover, the Debtors' management team has designed and has

made significant progress in implementing a business plan that will better position the Debtors to succeed given current industry trends. The Plan will deleverage the balance sheet by reducing funded debt in order to execute on this business plan.

39. My opinion is based, in part, upon the Debtors' analysis of their ability to fulfill their obligations under the Plan (including the estimated costs of administration), as well as financial projections that the Debtors have prepared with assistance from their advisors for the balance of the 2020 fiscal year and for fiscal years 2021 through 2024 (the "**Financial Projections**"), which are set forth in Exhibit D to the Disclosure Statement. The Financial Projections demonstrate the Debtors' ability to generate sufficient cash to service their debt and meet their obligations under the Plan.

40. In addition, upon the Effective Date, the Debtors expect to have sufficient funds to make all payments contemplated by the Plan as a result of the injection of $35 million in liquidity through the Rights Offering. It is my understanding that the Debtors, along with their Advisors, have closely evaluated their cash situation to ensure that they will be able to make all Plan payments required on the Effective Date as well as in the months to come. In fact, pursuant to the interim and final "all trade" orders [D.I. 83, 167], the Debtors generally have been paying obligations in the ordinary course during the pendency of these Cases

41. Based upon the Financial Projections and prior course of conduct, I believe that the Company will be able to meet all their obligations and make all the payments and distributions required pursuant to the Plan and, therefore, that confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization. Therefore, I believe that the Plan satisfies the feasibility requirements of section 1129(a)(11) of the Bankruptcy Code.

L. Section 1129(a)(12): All Statutory Fees Have or Will Be Paid

42. I am advised that the requirements of section 1129(a)(12) of the Bankruptcy Code are satisfied given that the Plan and Proposed Confirmation Order provide that, on the Effective Date or as soon as practicable thereafter, all Statutory Fees will be paid by the Debtors or the Reorganized Debtors, as applicable.

M. Section 1129(a)(13): Continuation of Retiree Benefits

43. I am advised that Section 1129(a)(13) of the Bankruptcy Code requires that all retiree benefits continue post-confirmation at any levels established in accordance with section 1114 of the Bankruptcy Code. It is my understanding that the Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code because Article V.G of the Plan provides that from and after the Effective Date, all retiree benefits as defined in section 1114 of the Bankruptcy Code, if any, will continue in accordance with applicable law.

N. Sections 1129(a)(14), (a)(15), and (a)(16): Inapplicable Provisions

44. I am advised that sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code are not applicable to these Chapter 11 Cases given that section 1129(a)(14) of the Bankruptcy Code relates to the payment of domestic support obligations, section 1129(a)(15) of the Bankruptcy Code applies only in cases in which the debtor is an "individual," and section 1129(a)(16) of the Bankruptcy Code applies to transfers of property by a corporation or trust that is not a moneyed, business, or commercial corporation, or trust.

O. Sections 1129(a)(b): Plan Satisfies "Cram Down" Requirements for Non-Accepting Classes

45. It is my understanding that, based on the advice of the Debtors' counsel, section 1129(b) of the Bankruptcy Code provides a mechanism (known as "cram down") for confirmation of a chapter 11 plan in circumstances where the plan is not accepted by all impaired

classes of claims. Under section 1129(b), the court may "cram down" a plan over the dissenting vote of an impaired class or classes of claims or interests so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to such dissenting class or classes.

(i) The Plan Does Not Discriminate Unfairly

46. It is my understanding, based on the advice of the Debtors' counsel, that a plan unfairly discriminates where similarly situated classes are treated differently without a reasonable basis for the disparate treatment. Here, the Plan does not discriminate unfairly with respect to any rejecting Class, as noted below.

(a) Interests classified in Class 8 (Chaparral Parent Equity Interests) are legally distinct from, and not equally situated to, Claims or Interests in any other Class under the Plan, including Class 9 (Other Chaparral Parent Equity Interests). Class 8 (Chaparral Parent Equity Interests) consists of (a) common stock of Chaparral Parent issued and outstanding immediately prior to the Effective Date (other than restricted stock and/or restricted stock units that have not vested or are not scheduled to be settled as of the Petition Date) and (b) Prior Bankruptcy Equity Interests (i.e., any right of a Holder of a Prior Bankruptcy Claim to receive common stock of Chaparral Parent expressly provided under the Prior Bankruptcy Plan upon such Prior Bankruptcy Claim becoming fixed, liquidated, and allowed in the Prior Bankruptcy Cases). All Chaparral Parent Equity Interests are classified together and receive the same treatment under the Plan. Therefore, there is no unfair discrimination among holders of Chaparral Parent Equity Interests.

(b) Interests classified in Class 9 (Other Chaparral Parent Interests) are legally distinct from, and not equally situated to, Claims or Interests in any other Class under the Plan. Interests classified in Class 9 (Other Chaparral Parent Interests) consist of Interests in Chaparral Parent other than Chaparral Parent Equity Interests, including Subordinated Claims (if any), restricted stock and/or restricted stock units that have not vested or are not scheduled to be settled as of the Petition Date, and any other claim, interest, or other equity-related rights associated with any equity-related agreements that are not Chaparral Parent Equity Interests. Therefore, there is no unfair discrimination among holders of Other Chaparral Parent Interests.

(c) With respect to Class 6 (Intercompany Claims) and Class 7 (Intercompany Interests), the relevant Claims and Interests may be Unimpaired or Impaired. Certain of these intercompany claims and intercompany interests, which exist to support the Debtors' corporate structure, ultimately may be reinstated because reinstatement of intercompany claims and interests advances an efficient reorganization by avoiding the need to unwind and recreate the corporate structure and relationships of the reorganized Debtors. This reinstatement does not affect the economic substance of the Plan for the Debtors' stakeholders.

47. For the reasons discussed above, it is my view that the Plan does not discriminate unfairly with respect to any Class.

(i) The Plan is Fair and Equitable

48. I have been advised that where a chapter 11 plan has not been accepted by all impaired classes, the Bankruptcy Code requires the plan proponent to show that the plan is fair and equitable with respect to the non-accepting impaired class(es).

49. I believe that this standard is satisfied. Distributions under the Plan are made in the order of priority prescribed by the Bankruptcy Code and in accordance with the absolute priority rule. With respect Class 8 (Chaparral Parent Equity Interests) and Class 9 (Other Chaparral Parent Interests), no Claim or Interest junior to the Interests in such Classes will receive a recovery under the Plan on account of such Claim or Interest. Furthermore, no Claim or Interest senior to the Interests in Class 8 (Chaparral Parent Equity Interests) and Class 9 (Other Chaparral Parent Interests) will receive a recovery under the Plan in an amount in excess of such senior Claim or Interest. Although Intercompany Claims and Intercompany Interests may be reinstated under the Plan and, therefore, would be Unimpaired, such treatment is for the purposes of preserving the Debtors' corporate structure and will have no economic substance.

50. For these reasons, I believe the Plan is "fair and equitable" and, therefore, consistent with the requirements of section 1129(b) of the Bankruptcy Code with respect to Classes 6, 7,8 and 9.

P. Sections 1129(c): Plan Is the Only Plan on File

51. I understand that, because no other plan has been filed in these Chapter 11 Cases and neither the Debtors nor any other party is presently seeking confirmation of any plan other than the Plan, the Plan complies section 1129(c) of the Bankruptcy Code..

Q. Section 1129(d): Principal Purpose of Plan Is Not Avoidance of Taxes

52. I believe that the principal purpose of the Plan is not the avoidance of taxes or the avoidance of section 5 of the Securities Act, and no party has objected on any such grounds. The Plan, therefore, satisfies the requirements of section 1129(d) of the Bankruptcy Code.

R. Section 1129(e): Inapplicable Provisions

53. I have been advised that the provisions of section 1129(e) of the Bankruptcy Code apply only to "small business cases" as defined therein. Because these Chapter 11 Cases are not "small business cases," section 1129(e) of the Bankruptcy Code does not apply.

RELEASES, EXCULPATIONS AND INJUNCTIONS PROVIDED UNDER THE PLAN ARE APPROPRIATE AND SHOULD BE APPROVED

54. Article VIII of the Plan provides the following: (a) a release by the Debtors, the Reorganized Debtors, and the Estates (the "**Debtors Releases**"); (b) a release by the Releasing Parties of the Released Parties (the "**Third Party Releases**"); (c) an exculpation provision for the Exculpated Parties (the "**Exculpations**"); and (d) a customary injunction provision intended to implement the Debtors Releases, Third Party Releases, Exculpations, and discharge provided by the Plan (the "**Injunctions**"). I believe that the Debtors Releases, Third Party Releases, Exculpations, and Injunctions are integral components of the Plan, and I have been informed (and based on the standards supplied to me by counsel, believe) that the Debtors

Releases, Third Party Releases, Exculpations, and Injunctions are consistent with the Bankruptcy Code and comply with applicable case law.

A. The Debtors' Releases Are Appropriate and Should Be Approved

55. Article VIII Section D of the Plan provides for Debtor Releases of certain claims, rights, and causes of action that the Debtors may have against the Released Parties specified in the Plan.

56. Based on my participation in the negotiations regarding the Plan, I believe that the Debtors and the Advisors considered the Debtors' Releases and ultimately concluded that the settlement of claims and controversies set forth in the Plan would be in the best interests of the Debtors and their estates. Moreover, it is my belief that the Released Parties are vital to the Debtors' reorganization and critical to the consummation of the Plan. The Debtors' officers and directors as well as the RBL Lenders and Ad Hoc Group were instrumental in negotiating the Plan which provides for: (a) agreed-upon recoveries to holders of Claims in Class 3 (RBL Claims) and Class 4 (Senior Notes); (b) payment in full, or otherwise rendering unimpaired, all Allowed claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and Class 5 (General Unsecured Claims); (c) access to cash collateral and exit financing, the preservation of the Debtors' businesses as a going concern and maintenance of jobs, and the avoidance of potentially costly and protracted litigation; and (d) a distribution to holders of equity.

57. Moreover, I believe the Debtor Releases meet the factors considered by the Third Circuit, as explained to me by my advisors, to be approved. *First*, I believe the Released Parties were instrumental in negotiating and formulating the Plan and share the common goal of the Debtors' successful reorganization. Moreover, it is my understanding that the Released Parties also share an identify of interest with the Debtors as many of the Released Parties have indemnification rights against the Debtors under their respective debt documents,

including the RBL Credit Agreement and Senior Notes Indenture. *See* RBL Credit Agreement § 12.03; Senior Notes Indenture § 7.7. Similarly, under their articles of incorporation and bylaws, the Debtors have indemnification obligations to their current and former directors and officers, and the indemnification rights of the Debtors' former officers and directors will survive and be assumed by the Reorganized Debtors. *See* Plan Supplement, Ex. A (Article VII of the Third Amended and Restated Bylaws). As such, it is my belief that pursuing litigation against certain of the Released Parties is tantamount to pursuing litigation against the Debtors. *Second*, I believe that each Released Party made significant contributions to the Debtors' reorganization, as noted below:

(a) the RBL Agent and the holders of RBL Claims, in their capacities as such and, to the extent applicable, as Exit Facility Agent and Exit Facility Lenders, have (i) consented to the use of their Cash Collateral to fund these Chapter 11 Cases; (ii) voted in favor of, and therefore provided the Third Party Releases set forth in, the Plan; (iii) agreed to provide revolving commitments to the Reorganized Debtors under the Exit Facility to ensure that the Debtors have sufficient liquidity to operate their businesses upon emergence; (iv) agreed to forbear from exercising rights and remedies arising as a result of numerous prepetition events of default under the RBL Credit Agreement; and (v) otherwise supported and taken reasonable steps to consummate the Plan and Exit Facility. In addition, certain holders of RBL Claims agreed to execute the Restructuring Support Agreement, which was crucial to obtaining the support of the Ad Hoc Group for a consensual, value maximizing, prepackaged bankruptcy proceeding.

(b) The Ad Hoc Group and the Consenting Noteholders have, among other things, (i) voted in favor of, and therefore provided the Third Party Releases set forth in, the Plan; (ii) executed the Restructuring Support Agreement, which was crucial to obtaining the support of the RBL Agent and the holders of RBL Claims for a consensual, value maximizing, prepackaged bankruptcy proceeding, (iii) agreed, by executing the Restructuring Support Agreement and voting in favor of the Plan, to reinstate all General Unsecured Claims and to provide a distribution to holders of Chaparral Parent Equity Interests; (iv) agreed to forbear from exercising rights and remedies arising as a result of a prepetition event of default under the Senior Notes Indenture; and (v) otherwise supported and taken reasonable steps to consummate the Plan. In addition, 100% of the voting Senior Notes Claims in amount voted in favor of the Plan and

agreed to support the settlements and compromises set forth in the Plan, including the reinstatement of all General Unsecured Claims and the distribution to holders of Chaparral Parent Equity Interests.

(c) The Backstop Parties, by executing the Backstop Commitment Agreement, have provided valuable commitments to fully backstop the Rights Offering. The Rights Offering is an integral component of the Plan; without the full $35 million in proceeds, the Debtors will not have sufficient cash to make distributions under the Plan. In addition, were the Rights Offering not fully backstopped, the RBL Lenders would not have agreed to provide the Debtors with the use of their Cash Collateral and would not have agreed to provide new revolving commitments.

(d) The Debtors' directors and officers have made a substantial contribution to the Chapter 11 Cases through (i) negotiating the restructuring, as embodied in the Plan and the related agreements; (ii) obtaining substantial recoveries for holders of General Unsecured Claims (who are Unimpaired and will receive payment in full in cash) and holders of Chaparral Parent Equity Interests, to which neither set of stakeholders would have otherwise been entitled; (iii) obtaining agreement from the RBL Lenders and Ad Hoc Group to provide considerations to the holders of Chaparral Parent Equity Interests; and (iv) devoting significant time to negotiate these prepackaged Chapter 11 Cases in addition to their regular duties.

Third, I believe the Plan releases, including the Debtor Releases are essential to the Debtors' reorganization. Without the Plan releases, including the Debtor Releases, the RBL Lenders and Ad Hoc Group would not have been willing to fund and support the Restructuring Transactions contemplated by the Plan. Without such Third Party Releases, the Debtors would not have been able to provide the unimpaired recoveries to Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and Class 5 (General Unsecured Claims) or the distributions to the holders of Chaparral Parent Equity Interests and emerge from chapter 11 as a stronger, more competitive enterprise. *Fourth*, my understanding is that the Debtor Releases and Third Party Releases enjoy broad support from creditors entitled to vote on the Plan, as demonstrated by the Voting Classes' overwhelming acceptance of the Plan.

58. Accordingly, to the best of my knowledge and belief, and based on discussions with the Debtors' legal counsel regarding the requirements and factors outline by the

Third Circuit in connection with such releases, I believe there is ample justification for providing the Debtor Releases pursuant to the Plan.

B. The Third Party Releases Are Appropriate and Should be Approved

59. Article VIII Section E of the Plan sets forth Third Party Releases of certain claims, rights, and causes of action that the Releasing Parties may have against the Released Parties.

60. I have been advised that the Releasing Parties have all consented to the Non-Debtor Releases. I understand that an overwhelming majority of the holders of Claims in the Voting Classes have voted to accept the Plan and consent to the Non-Debtor Releases, and that Released Parties that did not vote in favor of the Plan either had an opportunity to affirmatively opt out of the releases that they chose not to exercise or were deemed Unimpaired under the Plan. I have reviewed the ballots that were used to solicit votes from holders of Claims in the Voting Classes and discussed the form and, based upon my understanding and conversations with the Debtors' advisors, I believe that the Combined Notice provided clear notice of the Third Party Releases and the ability to opt out.

61. In addition, as described above and in the Memorandum, the Released Parties have provided important and substantial contributions to the Chapter 11 Cases and confirmation of the Plan. Without the Third-Party Releases, I believe that the Debtors would not have been able to obtain or maintain the level of support provided by the Released Parties. Without the contributions and support of the Released Parties, I likewise believe that the Debtors would not be able to confirm and consummate the Plan.

62. Given the extensive disclosure, the opportunity to opt out of the Third Party Releases, and the unanimous vote to accept the Plan and not opt out of Third Party Releases, to the best of my knowledge and belief, and based on discussions with the Debtors'

legal counsel regarding the requirements and factors outline by the Third Circuit in connection with such releases, I believe there is ample justification for providing the Third Party Releases pursuant to the Plan.

C. The Plan Exculpation Provision Should Be Approved

63. Article VIII Section F of the Plan provides for the exculpation of the Exculpated Parties. I believe that the Exculpated Parties have participated in the Debtors' restructuring in good faith and the Exculpation Provision is necessary to protect those parties who have contributed to the Debtors' reorganization from collateral attacks related to any good faith acts or omissions related to the Debtors' restructuring. Further, I believe that the scope of the Exculpation Provision is appropriately tailored to cover only actions taken in connection with the negotiation of the Plan. To the best of my knowledge and belief, and based on discussions with the Debtors' legal counsel regarding the requirements and factors outline by the Third Circuit in connection with such exculpations, I believe there is ample justification for providing the Exculpations pursuant to the Plan.

D. The Plan Injunction Provisions Should Be Approved

64. I believe that the Injunctions contained in Article VIII Section G of the Plan are necessary to effectuate and implement the release provisions in the Plan, particularly the Debtors Releases, Third Party Releases, and Exculpations. Moreover, it is my understanding that the Injunctions are essential to protect the Debtors, the Reorganized Debtors, and the assets of the estates from any potential litigation from prepetition creditors after the Effective Date. Any such litigation could hinder the efforts of the Debtors and the Reorganized Debtors to effectively fulfill their responsibilities as contemplated in the Plan and thereby undermine the Debtors' efforts to maximize value for all of its stakeholders. Additionally, it is my understanding that the Injunctions are narrowly tailored to achieve their purpose, and similar

injunctions have been approved by courts in other chapter 11 cases. To the best of my knowledge and belief, and based on discussions with the Debtors' legal counsel regarding the requirements and factors outline by the Third Circuit in connection with such injunctions, I believe there is ample justification for providing the Injunctions pursuant to the Plan.

CAUSE EXISTS TO WAIVE THE STAY OF THE CONFIRMATION ORDER

65. I am advised that, generally, Bankruptcy Rule 3020(e) imposes a 14-day stay of the effectiveness of an order confirming a chapter 11 plan of reorganization, unless the bankruptcy court orders otherwise. I believe that a waiver of the stay, which would permit the Debtors to consummate the Plan and commence its implementation without delay after the entry of the Proposed Order, is in the best interests of the Debtors' Estates and creditors and will not prejudice any parties in interest.

CONCLUSION

66. In light of the foregoing, I believe that (i) the Plan and the transactions embodied therein have been structured to accomplish the Debtors' goal of maximizing returns to stakeholders and effectively reorganizing the Debtors; (ii) the Plan has been proposed by the Debtors in good faith; and (iii) confirmation of the Plan is in the best interests of the Debtors, their Estates, their creditors, and other parties in interest in these Chapter 11 Cases.

67. Accordingly, I believe that the Plan satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules and other applicable non-bankruptcy laws, as they have been explained to me, and should be confirmed.

Pursuant to section 1746 of title 28 of the United States Code, I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 29, 2020

Chaparral Energy, Inc.
Debtors and Debtors in Possession

/s/ Charles Duginski
Charles Duginski
Chief Executive Officer and President of
Chaparral Energy, Inc.