


Fill in this information to identify the case:

Debtor 1 Chaparral Energy Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware 

Case number 20-11947

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? AKM Enterprises, Inc. dba Mobilize
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>AKM Enterprises, Inc.</u> Name	<u>AKM Enterprises, Inc.</u> Name	<u>AKM Enterprises, Inc.</u> Name
<u>5177 Richmond Ave. Ste. 502</u> Number Street	<u>5177 Richmond Ave. Ste. 502</u> Number Street	<u>5177 Richmond Ave. Ste. 502</u> Number Street
<u>Houston Tx 77056</u> City State ZIP Code	<u>Houston Tx 77056</u> City State ZIP Code	<u>Houston Tx 77056</u> City State ZIP Code
Contact phone <u>832-483-2924</u>	Contact phone <u>832-483-2924</u>	Contact phone <u>832-483-2924</u>
Contact email <u>caritaj@moblize.com</u>	Contact email <u>caritaj@moblize.com</u>	Contact email <u>caritaj@moblize.com</u>

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

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page 1

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 53,260.20 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
Software Service

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

- Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

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12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

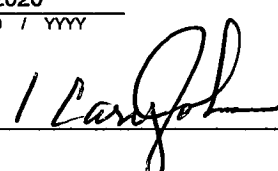
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/26/2020
MM / DD / YYYY

Carita Johnson
Signature



Print the name of the person who is completing and signing this claim:

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Name Carita D Johnson
First name Middle name Last name

Title Office Administrator

Company AKM Enterprises Inc. Mobilize dba
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 5177 Richmond Ave. Ste. 502
Number Street

Houston Tx 77056
City State ZIP Code

Contact phone 832-483-2924 Email caritaj@mobilize.com

Fw: Mobilize Termination- Filing

Amit Mehta <amit@moblize.com>

Sun 10/25/2020 5:19 PM

To: Carita Johnson <caritaj@moblize.com>

Cc: Nitin Mehta <nitinm@moblize.com>

Carita, please submit all below to the court. NOTE: They were willing to give us 30K before filing for the bankruptcy but we wanted to settle at 35K . You can also enclose the invoice of 53, 260.20 with it. Indicate to the court we are a Small business!

Amit

From: Justin Byrne <justin.byrne@chaparralenergy.com>**Sent:** Friday, July 17, 2020 8:26 AM**To:** Anthony Newton <anthonym@moblize.com>**Cc:** Josh Walker <Josh.Walker@chaparralenergy.com>; Michael Linse <michael.linse@chaparralenergy.com>; Amit Mehta <amit@moblize.com>**Subject:** FW: Mobilize Termination

Tony, Josh forwarded the below to me.

As he indicated, \$30,000 is our top line this week. Starting Monday, our top line is \$25,000. As I said yesterday, the sands keep shifting on all of us.

As for the subsequent events disclosure, the threshold for disclosure materially exceeds the amount in controversy here.

Look forward to hearing from you. JB

Justin Byrne

Vice President and General Counsel

Chaparral Energy, Inc.

405.426.4382 (o)

405.819.1450 (m)

justin.byrne@chaparralenergy.com**From:** Anthony Newton <anthonym@moblize.com>**Sent:** Friday, July 17, 2020 7:27:18 AM**To:** Josh Walker <Josh.Walker@chaparralenergy.com>; Michael Linse <michael.linse@chaparralenergy.com>**Cc:** Amit Mehta <amit@moblize.com>**Subject:** RE: Mobilize Termination

THIS EXTERNAL EMAIL WAS RECEIVED THROUGH THE CHAPARRAL MIMICAST SERVICE.

Hi Josh,

I spoke with Amit again about the \$30k offer. He appreciates the effort to resolve this matter, but \$30k still seems light. Mobilize, however, will accept the \$35k midpoint that was projected as the end result. As I mentioned, I

would be glad to draft the Settlement and Release to expedite the resolution and minimize distraction from your business.

The mention of the 8-K yesterday got me thinking. Even if Chaparral may file Chapter 11 as alluded to yesterday with respect to the settlement perhaps being a preference payment, this amount is a small matter for Chaparral but large for Mobilize. Does Chaparral want to have to disclose a lawsuit with a \$63k amount in controversy as a subsequent event on its next 10-Q?

Please consider the proposal of \$35k and let me know.

Thank you.

Regards,
Tony

From: Josh Walker <Josh.Walker@chaparralenergy.com>
Sent: Thursday, July 16, 2020 2:42 PM
To: Anthony Newton <anthonym@moblize.com>; Michael Linse <michael.linse@chaparralenergy.com>
Cc: Amit Mehta <amit@moblize.com>
Subject: RE: Mobilize Termination

Tony -- thank you again for your time today. We are maxed out at \$30k.

From: Anthony Newton <anthonym@moblize.com>
Sent: Wednesday, July 8, 2020 2:31 PM
To: Josh Walker <Josh.Walker@chaparralenergy.com>; Michael Linse <michael.linse@chaparralenergy.com>
Cc: Amit Mehta <amit@moblize.com>
Subject: Mobilize Termination
Importance: High

THIS EXTERNAL EMAIL WAS RECEIVED THROUGH THE CHAPARRAL MIMICAST SERVICE.

Gentlemen,

Good afternoon. I hope you and your families are doing well and staying safe. My name is Tony Newton. I am corporate counsel for Mobilize. Your contact information was provided to me by Amit Mehta.

I am writing with respect to termination of the services contract with Mobilize. The services contract that Chaparral Energy signed included a 90-day termination notification, so that the parties would have fee and cost predictability. Chaparral Energy terminated the services contract in January, but did not remit fees after that date for the 90-day period. The total amount of the termination fees for Chaparral Energy's three wells amounts to \$53,260.20.

We have never spoken or communicated, so I don't know your background. I believe I am the most objective person at Mobilize with respect to the referenced matters, and I am here to get everyone past this point, so we can move forward without the need for legal intervention.

As such, I am requesting an telephone conversation to finalize the services contract termination and related payment.

Please advise as to convenient times this week.

Thank you in advance for your time and attention.

Regards,
Tony

Anthony F. Newton

Counsel
 Mobilize
 Telephone: +1 832-452-0269
 Email: anthonym@mobilize.com



Billing Conversion Bundling Proposal
 From Legacy/Day Rate to Subscription Based Service

Chaparral Energy, Inc
ProACT - Pricing Proposal

The pricing below reflects a "Full Fleet" Commitment with discounts based off of current product list price

Current Active Rig Fleet = 3 Rig(s)					
Plan	Discount	\$/Rig/Day	\$/Rig/Otr	\$/Rig/Year	Total Savings per Rig per Year
Current/ Legacy	N/A	\$ 300.00	\$ 16,425.00	\$ 65,700.00	-
Quarterly Contract	55%	\$ 197.26	\$ 10,800.00	\$ 43,200.00	\$ 22,500.00

ProFRAC - Pricing Proposal

Discount	\$/Otr/Frac Crew	\$/Rig/Year (1) Crews	Total Savings for Bundle Package vs. List Pricing
80%	\$12,000.00	\$ 48,000.00	73%

***NOTE- A Trial Period of up to 45 Days will initiate upon Execution of this Proposal and with Feed Stream**

- 1) Historical well uploads billed at discounted rate of \$400 for (less than 25) or bulk rate of \$350 for (25+).
- 2) Subscription can be transferred to another active rig should a contractor be released and replaced.
- 3) If rig is not replaced, credit of remaining service can be transferred to existing fleet if there is at least 30 days of service remaining in subscription term.
- 4) Access and fees paid to 3rd party hubs for live WITS/WITSML data to be made available by: **Chaparral Energy, Inc**
- 5) Additional or specialized services not covered in the above proposal can be provided within a separate price quote.
- 6) Prices are in USD and do not include tax.
- 7) Customer agrees to review and execute a mutually agreed upon version of the Mobilize Subscription Agreement.
- 8) ~~Customer agrees to pay for transmission charges with their commodity~~

The Pricing Below, Customer and Mobilize Agree to Execute this Proposal

Signed and Accepted by:

Signed and accepted by:

X
 Name: Michael Linse
 Company: Chaparral Energy, Inc
 Title: Drilling Engr Supervisor
 Date: Mar 8, 2019

X
 Name: Jesse K. Dyson IV
 Company: Mobilize
 Title: Account Executive
 Date: 4-17-19



Moblize
 5177 Richmond Ave Ste 502
 Houston, TX 77056
 713 900 4639
 billing@moblize.com

INVOICE

BILL TO
 Chaparral Energy
 701 Cedar Lake Blvd
 Oklahoma City, OK 73114

INVOICE # 20049902
DATE 04/30/2020
DUE DATE 05/30/2020
TERMS Net 30

WELL NAME
 Final Termination /Entire Fleet

DESCRIPTION	QTY	RATE	AMOUNT
ProACT:ProACT - Subscription (Monthly) Region: Mid Con Rig ID: NABORS M16, Nabors M43 & Power Rig 6	270	197.26	53,260.20

FINAL TERMINATION FOR THE ENTIRE FLEET. NOTICE OF
 TERMINATION DATE: 01/08/2020 Client agreed to a ninety (90) day
 termination clause with written notice.
 January 8, 2020 to April 8, 2020

Unless otherwise agreed in writing by the supplier, all invoices are payable within thirty (30) days of the date of the invoice. Exemption from taxes and duty is extended to you without prejudice to ourselves. We reserve the right to charge you with taxes at any subsequent date should authorities determine that goods covered by this invoice are taxable.

BALANCE DUE **\$53,260.20**

moblize

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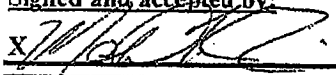
ProFRAC - Pricing Proposal

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- 5) Additional or specialized services not covered in the above proposal can be provided within a separate price quote.
- 6) Prices are in USD and do not include tax.
- 7) Customer agrees to review and execute a mutually agreed upon version of the Moblize Subscription Agreement.
- 8) Client agrees to a ninety (90) day termination clause with written notice.

By Signing Below, Customer and Moblize Agree to Execute this Proposal

Signed and accepted by:

 Name: Michael Linse
 Company: Chaparral Energy, Inc
 Title: Drilling Engr Supervisor
 Date: May 8, 2019

Signed and accepted by:
 X
 Name: Jesse K. Dyson IV
 Company: Moblize
 Title: Account Executive
 Date: 4-17-19