

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re: : Chapter 11
: :
CHAPARRAL ENERGY, INC., : Case No. 16-11144 (LSS)
: :
Reorganized Debtor.¹ : **Re: Docket No. 1619**
: :
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In re: : Chapter 11
: :
CHAPARRAL ENERGY, INC., *et al.*,² : Case No. 20-11947 (MFW)
: :
Reorganized Debtors. : (Jointly Administered)
: :
----- X **Re: Docket No. 13**

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

Upon the joint motion³ of Chaparral Energy, Inc. and its subsidiaries that were debtors and debtors in possession (collectively, the “**Debtors**”) in the 2020 Bankruptcy Cases and the

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

² The Reorganized 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 Reorganized Debtors’ address is 701 Cedar Lake Boulevard, Oklahoma City, OK 73114.

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



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

determined that the legal and factual bases set forth in the Joint Motion and at the Settlement Fairness Hearing establish just cause for the relief granted herein; and this Court having entered an order preliminarily approving the Settlement Agreement, among other things (Docket No. 122 in Case No. 20-11947, and Docket No. 1631 in Case No. 16-11144) (the “**Preliminary Approval Order**”); and this Court having found that the Settlement Administrator complied with the Preliminary Approval Order; and this Court having found that the Settlement is fair, reasonable, and adequate; and this Court having found that the Plan of Allocation and Distribution is fair and reasonable to the Settlement Class; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

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

2. The Settlement Class shall include:

All non-governmental royalty owners who own or owned mineral interests prior to the Petition Date covering wells operated by Chaparral in the State of Oklahoma, or in which Chaparral markets production, that produced natural gas and/or natural gas constituents or components, such as residue gas, natural gas liquids (or heavier liquefiable hydrocarbons), gas condensate or distillate, or casinghead gas and which is or was subject to a marketing arrangement including a percentage of proceeds, percentage of index and/or percentage of liquids arrangement and whose lease or leases with Chaparral include *Mittelstaedt* Clauses, with such Settlement Class commencing on June 1, 2006 through August 16, 2020.

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

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

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

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

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

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

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

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

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

Released Parties. The Released Claims shall not include any claims accruing after August 16, 2020.

11. In accordance with the Settlement Agreement, each Settlement Class Member and the heirs, devisees, successors, assigns, agents and/or representatives of each Settlement Class Member shall be conclusively deemed to have released any and all Released Claims against the Released Parties, except that the Released Claims shall not include any claims accruing after August 16, 2020. For the avoidance of doubt, the Released Claims do not include claims by the Settlement Class Members to ordinary course royalty payments, consistent with the Debtors' past practice, as to which there is no dispute and the payment of which has been authorized by the Bankruptcy Court pursuant to the *Interim Order (I) Authorizing the Debtors to Pay (A) Royalty Payments, (B) Working Interest Disbursements, (C) Non-Royalty Lease Payments, (D) Operating Expenses, and (E) Joint Interest Billings, (II) Authorizing Financial Institutions to Honor and Process Related Checks and Fund Transfers, and (III) Granting Related Relief* [Case No. 20-11947, Docket No. 82].

12. As part of the Settlement Fairness Hearing, the Court considered and approved the payment of Class Fees and Expenses and Administration Expenses, as set forth in the *Order Awarding Class Fees and Expenses and Administration Expenses* (the “**Fees and Expenses Order**”).

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

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

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

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

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

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

the Court's sole discretion, not to exceed an amount sufficient to reimburse Settlement Class Counsel's appellate fees, Settlement Class Counsel's expenses, and the lost interest for one year to the Settlement Class caused by the likely delay.

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

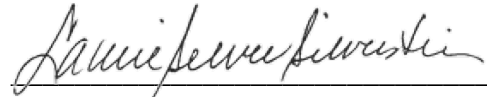
20. Neither the Preliminary Approval Order, this Judgment, the Settlement Agreement, the negotiations leading to the Settlement Agreement, nor the carrying out of the Settlement Agreement, including but not limited to the allowance of the 2016 Class Proof of Claim, may ever be used by any person or entity as proof of the viability of any claim, cause of action, or objection in these chapter 11 cases, the Royalty Class Action Lawsuit, or in any other proceeding.

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

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

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

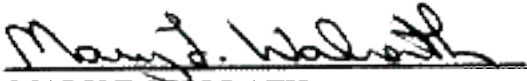
With respect to *In re Chaparral Energy, Inc.*, Case No. 16-11144 (LSS):

A handwritten signature in cursive script, reading "Laurie Selber Silverstein", written in black ink on a white background.

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Dated: December 9, 2020

With respect to *In re Chaparral Energy, Inc.*, Case No. 20-11947 (MFW):

A handwritten signature in cursive script, reading "Mary F. Walrath", written in black ink on a white background.

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Dated: December 9, 2020

Exhibit 1

Settlement Agreement

SETTLEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article I.
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 **“Chaparral”** shall mean Chaparral Energy, Inc.

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

1.7 **“Class Representative”** shall mean Naylor Farms, Inc.

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

1.9 **“Defendant’s Counsel”** shall mean Crowe & Dunlevy and Davis Polk & Wardwell LLP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.35 **“Settlement Cash Proceeds”** shall mean \$2,500,000.00.

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

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

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

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

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

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

Article II.

AGREEMENT

2.1 Proceedings before the Bankruptcy Court.

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

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

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

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

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

2.3 Settlement Payments and Distributions.

(a) Allowance of the 2016 Class Proof of Claim

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

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

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

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

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

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

(b) Settlement Cash Payments

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

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

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

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

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

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

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

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

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

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

Article III.

DISTRIBUTION OF SETTLEMENT CONSIDERATION

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

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

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

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

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

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

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

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

Article IV.

RELEASES, DISMISSALS, AND PLAN OF ALLOCATION AND DISTRIBUTION

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

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

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

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

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

Article V.

**COURT APPROVAL OF THE SETTLEMENT
AND CONTINUING JURISDICTION OF THE COURT**

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

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

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

Article VI.

FAILURE TO OBTAIN APPROVAL OF SETTLEMENT

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

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

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

Article VII.

OPT-OUTS AND EFFECT OF EXCESSIVE OPT-OUT

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

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

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

Article VIII.

APPOINTMENT OF SETTLEMENT ADMINISTRATOR

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

Article IX.

EFFECT OF DISAPPROVAL, CANCELLATION, AND TERMINATION

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

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

Article X.
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article XI.

NOTICES

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

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

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

- (b) If to the Defendant, then to:

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

With copies (which shall not constitute notice) to:

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

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and

Davis Polk & Wardwell LLP

Attn: Damian S. Schaible

Angela M. Libby

James I. McClammy

Jacob Weiner

450 Lexington Avenue

New York, NY 10017

Email: damian.schaible@davispolk.com

angela.libby@davispolk.com

james.mcclammy@davispolk.com

jacob.weiner@davispolk.com

[Signature Pages Follow]

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

CLASS REPRESENTATIVE:

Naylor Farms, Inc.

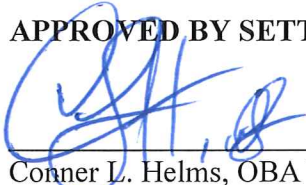
By: 

Dale Naylor, President

Date signed: August 13, 2020

Execution Version

APPROVED BY SETTLEMENT CLASS COUNSEL:



Conner L. Helms, OBA No. 12155

HELMS LAW FIRM

1 NE 2nd Street, Suite 202

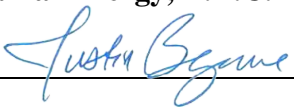
Oklahoma City, OK 73104

(405) 319-0700

conner@helmslegal.com

DEFENDANT:

Chaparral Energy, L.L.C.


By: 

Justin Byrne, Vice President and General Counsel

Date signed: August 14, 2020

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APPROVED BY DEFENDANT'S COUNSEL:



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

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

Gary R. Underwood, OBA No. 9154

Execution Version

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

A handwritten signature in black ink that reads "Erin M. Moore". The signature is written in a cursive, flowing style.

Erin M. Moore, OBA No. 20787

Exhibit A

Plan of Allocation and Distribution

A. Allocation Methodology

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B

Form of Preliminary Approval Order

INTENTIONALLY OMITTED

Exhibit C

Form of Judgment

INTENTIONALLY OMITTED

Exhibit D

Form of Notice of Settlement for Direct Mail

INTENTIONALLY OMITTED

Exhibit E

Form of Notice of Settlement for Publication

INTENTIONALLY OMITTED

Exhibit F**List of Class Wells**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit G

List of Affiliates of Defendant

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

Exhibit 2

Opt-Out List

Citation 2004 Investment LP
Citation 2002 Investment LP
Citation Oil & Gas Corp.