IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
CHAPARRAL ENERGY, INC., *et al.*,[1]	)	Case No. 20-11947 (MFW)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket Nos. 16 & 219**

NOTICE OF FILING OF PROPOSED ORDER CONFIRMING DEBTORS' AMENDED JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION

PLEASE TAKE NOTICE that on September 29, 2020, Chaparral Energy, Inc. and its subsidiaries that are debtors and debtors in possession (collectively, the "**Debtors**") filed the *Debtors' Amended Joint Prepackaged Chapter 11 Plan of Reorganization* [Docket No. 219] (the "**Plan**") with the United States Bankruptcy Court for the District of Delaware (the "**Court**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

PLEASE TAKE FURTHER NOTICE that the Confirmation Hearing will be held before The Honorable Mary F. Walrath, United States Bankruptcy Judge for the District of Delaware, beginning on **October 1, 2020 at 10:30 a.m. prevailing Eastern Time**. Please be advised that the Confirmation Hearing may be continued from time to time by the Court without further notice.

[1] The Debtors in these cases, along with the last four digits (or five digits, in cases in which multiple Debtors have the same last four digits) of each Debtor's federal tax identification number, are: CEI Acquisition, L.L.C. (1817); CEI Pipeline, L.L.C. (6877); Chaparral Biofuels, L.L.C. (1066); Chaparral CO2, L.L.C. (1656); Chaparral Energy, Inc. (90941); Chaparral Energy, L.L.C. (20941); Chaparral Exploration, L.L.C. (1968); Chaparral Real Estate, L.L.C. (1655); Chaparral Resources, L.L.C. (1710); Charles Energy, L.L.C. (3750); Chestnut Energy, L.L.C. (9730); Green Country Supply, Inc. (2723); Roadrunner Drilling, L.L.C. (2399); and Trabajo Energy, L.L.C. (9753). The Debtors' address is 701 Cedar Lake Boulevard, Oklahoma City, OK 73114.

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PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit A** is the proposed form of Confirmation Order.

PLEASE TAKE FURTHER NOTICE that the Debtors intend to present the proposed Confirmation Order, substantially in the form attached hereto, to the Court at the Confirmation Hearing. To the extent the Debtors make revisions to the proposed Confirmation Order, the Debtors intend to submit a revised form of order to the Court prior to or at the Confirmation Hearing.

Dated: September 29, 2020
Wilmington, Delaware

/s/ Travis J. Cuomo

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EXHIBIT A

Proposed Confirmation Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
CHAPARRAL ENERGY, INC., *et al.*,[1]	)	Case No. 20-11947 (MFW)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 219**

ORDER APPROVING DISCLOSURE STATEMENT AND CONFIRMING THE DEBTORS' AMENDED JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION

The above-captioned debtors and debtors-in-possession (the "**Debtors**")[2] having:

(a) proposed and filed the *Debtors' Joint Prepackaged Chapter 11 Plan*, dated August 17, 2020 [D.I. 16] and the *Debtors' Amended Joint Prepackaged Chapter 11 Plan*, dated September 29, 2020 [D.I. 219], attached hereto as Exhibit A (as amended, supplemented, or modified from time to time in accordance with the terms thereof, including as amended on September 29, 2020, the "**Plan**");

(b) filed the *Disclosure Statement for Debtors' Joint Prepackaged Chapter 11 Plan*, dated August 17 2020 [D.I. 17] (as amended, supplemented, or modified from time to time, the "**Disclosure Statement**");

(c) filed the appropriate forms of ballots for voting on the Plan (the "**Ballots**") and the *Notice of (A) Non-Voting Status with Respect to the Debtors' Plan and (B) Election to Opt Out of Voluntary Release of Claims and Interests by Holders of Chaparral Parent Equity Interests* (the "**Equity Holder Opt Out Form**"), attached as Exhibits 3 and 4 to the *Order (I) Scheduling a Combined Hearing to Consider (A) Approval of Disclosure Statement and (B) Confirmation of Plan, (II) Establishing a Deadline to Object to Disclosure Statement and Plan, (III)*

[1] The Debtors in these cases, along with the last four digits (or five digits, in cases in which multiple Debtors have the same last four digits) of each Debtor's federal tax identification number, are: CEI Acquisition, L.L.C. (1817); CEI Pipeline, L.L.C. (6877); Chaparral Biofuels, L.L.C. (1066); Chaparral CO2, L.L.C. (1656); Chaparral Energy, Inc. (90941); Chaparral Energy, L.L.C. (20941); Chaparral Exploration, L.L.C. (1968); Chaparral Real Estate, L.L.C. (1655); Chaparral Resources, L.L.C. (1710); Charles Energy, L.L.C. (3750); Chestnut Energy, L.L.C. (9730); Green Country Supply, Inc. (2723); Roadrunner Drilling, L.L.C. (2399); and Trabajo Energy, L.L.C. (9753). The Debtors' address is 701 Cedar Lake Boulevard, Oklahoma City, OK 73114.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan or Disclosure Statement (each as defined herein), as applicable.

Approving the Form and Manner of Notice of the Combined Hearing, Objection Deadline, and Notice of Commencement, (IV) Approving Solicitation Procedures and Forms of Ballots, (V) Approving Opt Out Procedures and Equity Holder Opt Out Form, (VI) Approving the Rights Offering Procedures and Related Materials, (VII) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases, and (VIII) Conditionally Waiving Requirements to (A) File Statement of Financial Affairs and Schedules of Assets and Liabilities and (B) Convene Section 341 Meeting of Creditors [D.I. 87] (the "**Combined Hearing and Solicitation Order**");

and the United States Bankruptcy Court for the District of Delaware (the "**Court**") having:

(d) entered the Combined Hearing and Solicitation Order which, among other things, (i) scheduled the hearing to consider the adequacy of the Disclosure Statement and confirmation of the Plan for October 1, 2020 at 10:30 a.m. (Prevailing Eastern Time), (ii) established September 21, 2020 at 4:00 p.m. (Prevailing Eastern Time) as the deadline for parties to object to the adequacy of the Disclosure Statement or confirmation of the Plan, (iii) approved the solicitation, balloting, tabulation, and related activities undertaken, or to be undertaken, by the Debtors in connection with the Plan (collectively, the "**Solicitation Procedures**") and approved the forms of Ballots, (iv) authorized the Debtors to continue the prepetition Solicitation in respect of the Plan after the Petition Date, (v) approved the Rights Offering Procedures, and (vi) approved the form of notice of the Confirmation Hearing and commencement of these Chapter 11 Cases (the "**Combined Notice**"); and

(e) entered the *Order (A) Authorizing the Debtors to Assume the Backstop Purchase Agreement, (B) Pay the Backstop Obligations, and (C) Granting Related Relief* [D.I. 212] (the "**Backstop Order**");

and the Debtors having:

(f) timely and properly solicited the Plan and Disclosure Statement and provided due notice of (i) the hearing to consider approval of the Disclosure Statement and confirmation of the Plan (the "**Combined Hearing**") and (ii) the commencement of the Chapter 11 Cases, in each case through the Combined Notice, to holders of Claims against and Interests in the Debtors and other parties in interest in compliance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), the Combined Hearing and Solicitation Order, and the Solicitation Procedures, as established by the affidavits of service, mailing, and publication filed with the Court, including the Affidavit of Robert Miller [D.I. 126] (the "**Notice Affidavit**") and *Affidavit of Publication of Notice* [D.I. 125] (the "**Publication Affidavit**");

(g) filed the Plan Supplement on September 9, 2020 [D.I. 143], September 15, 2020 [D.I. 183], and September 23, 2020 [D.I. 210] (collectively, the "**Plan Supplement**");

(h) provided due notice of the Plan Supplement to holders of Claims against the Debtors and other parties in interest in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Procedures, as established by the Certificates of Service of Robert Miller [D.I. 192, 201, 217] (together, the "**Plan Supplement Affidavit**"), and such filings and notice thereof being sufficient under the circumstances; and

(i) submitted the *Declaration of James Lee Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization]* [D.I. 223] (the "**Tabulation Declaration**"), describing the methodology used for the tabulation of votes and the results of voting with respect to the Plan;

and the Court having:

(j) considered the Plan and other relevant factors affecting the Chapter 11 Cases;

(k) found that the notice provided regarding the Combined Hearing, and the opportunity for any party in interest to object to confirmation of the Plan, have been adequate and appropriate under the circumstances and no further notice is required;

(l) considered, and having taken judicial notice of, the entire record of the Chapter 11 Cases;

(m) held the Combined Hearing;

(n) considered the entire record of the Combined Hearing, including, but not limited to:

(i) the Plan (including, without limitation, the Plan Supplement), the Disclosure Statement, and the Combined Hearing and Solicitation Order;

(ii) the Solicitation Affidavit, Combined Notice, the Notice Affidavit, the Publication Affidavit, and the Plan Supplement Affidavit;

(iii) the objections, reservation of rights, and other responses filed with respect to the Plan (collectively, the "**Objections**"), including the following:

(i) *Objection Of TGS-NOPEC Geophysical Company ASA, TGS-NOPEC Geophysical Company, and A2D Technologies, Inc. d/b/a TGS Geological Products and Services to Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization* [D.I. 195];

(ii) *CGG Land (U.S.) Inc.'s Objection to Debtors' Joint Prepackaged Chapter 11 Plan Of Reorganization of* [D.I. 196]; and

(iii) *USA Compression Partners, LLC's Limited Objection to Proposed Cure Amount Set Forth in Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization* [D.I. 206];

(iv) *Debtors' Memorandum of Law in Support of (I) Approval of the Disclosure Statement, and (II) Confirmation of the Amended Joint Prepackaged Chapter 11 Plan of Reorganization* [D.I. 225];

(v) *Declaration of Charles Duginski, Chief Executive Officer and President of Chaparral Energy, Inc., in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* [D.I. 25] (the "**First Day Declaration**");

(vi) *Declaration of Charles Duginski in Support of Confirmation of the Debtors' Amended Joint Prepackaged Chapter 11 Plan of Reorganization* [D.I. 224] (the "**Duginski Declaration**");

(vii) *Declaration of Paul Legoudes in Support of Confirmation of the Debtors' Amended Joint Prepackaged Chapter 11 Plan of Reorganization* [D.I. 221] (the "**Legoudes Declaration**");

(viii) *Declaration of David R. Gehring in Support of Confirmation of the Debtors' Amended Joint Prepackaged Chapter 11 Plan of Reorganization* [D.I. 222] (the "**Gehring Declaration**");

(ix) the Tabulation Declaration; and

(x) arguments of counsel and the evidence proffered, adduced, and/or presented at the Combined Hearing;

(o) overruled any and all Objections to the Plan, Disclosure Statement, and to confirmation not consensually resolved or withdrawn, unless otherwise indicated herein; and

(p) found the legal and factual bases set forth in the documents filed in support of confirmation of the Plan and approval of the Disclosure Statement and presented at the Combined Hearing establish just cause for the relief granted herein; and

after due deliberation and good and sufficient cause appearing therefor, and based on the decision set forth on the record, it is hereby **FOUND, ORDERED, and ADJUDGED that:**

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Jurisdiction and Venue. The Court has jurisdiction over the Chapter 11 Cases and confirmation of the Plan pursuant to 28 U.S.C. §§ 157, 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. Confirmation of the Plan and approval of the Disclosure Statement are core proceedings

pursuant to 28 U.S.C. § 157(b)(2)(A), (L), and (O), and the Court has jurisdiction to enter a Final Order with respect thereto. Each of the Debtor entities is an eligible debtor under section 109 of the Bankruptcy Code. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Commencement and Joint Administration of Chapter 11 Cases. On August 16, 2020 (the "**Petition Date**"), the Debtors commenced the Chapter 11 Cases. By order of the Court [D.I. 74], the Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015. The Debtors operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or official committee has been appointed in the Chapter 11 Cases.

C. Judicial Notice. The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Court, including, but not limited to, all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, adduced, and/or presented at the various hearings held before the Court during the pendency of the Chapter 11 Cases.

D. Adequacy of Disclosure Statement. The Disclosure Statement (a) contains sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable non-bankruptcy law, including the Securities Act of 1933, as amended (the "**Securities Act**"), (b) contains "adequate information" (as such term is defined in section 1125(a)(1) and used in section 1126(b) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions set forth therein, and (c) is approved in all respects.

E. Voting. Votes on the Plan were solicited after disclosure of "adequate information" as defined in section 1125 of the Bankruptcy Code. As evidenced by the Solicitation Affidavit and Tabulation Declaration, votes to accept the Plan have been solicited

and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

F. Ballots. The Ballots (a) adequately addressed the particular needs of these Chapter 11 Cases; (b) were appropriate for holders of Claims in Class 3 (RBL Claims) and Class 4 (Senior Notes Claims), the Classes of Claims entitled under the Plan (the "**Voting Classes**"), to vote to accept or reject the Plan; and (c) were in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable rules, laws, and regulations.

G. Solicitation.

1. Prior to the Petition Date, the Plan, the Disclosure Statement, and the Ballots, and, subsequent to the Petition Date, the Combined Notice, were transmitted and served in compliance with the Bankruptcy Rules (including Bankruptcy Rules 3017 and 3018), the Local Rules, and the Combined Hearing and Solicitation Order. The continued postpetition solicitation of the Voting Classes was proper and in compliance with section 1125 of the Bankruptcy Code. The period during which the Debtors solicited acceptances to the Plan was a reasonable period of time for the Voting Classes to make an informed decision to accept or reject the Plan.

2. The Debtors were not required to solicit votes from the holders of Claims or Interests in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), or Class 5 (General Unsecured Claims), or certain holders in Class 6 (Intercompany Claims) and Class 7 (Intercompany Interests), as such Classes (in the case of Class 6 (Intercompany Claims) and Class 7 (Intercompany Interests) only as it pertains to certain holders) are Unimpaired under the Plan and, therefore, deemed to accept the Plan. The Debtors also were not required to solicit votes from holders of Interests in Class 8 (Chaparral Parent Equity Interests) or Class 9 (Other

Chaparral Parent Interests), or certain holders in Class 6 (Intercompany Claims) and Class 7 (Intercompany Interests), as such Classes (in the case of Class 6 (Intercompany Claims) and Class 7 (Intercompany Interests) only as it pertains to certain holders) are deemed to reject the Plan. Although the Debtors were not required to solicit votes from holders of Chaparral Parent Equity Interests or Other Chaparral Parent Interests, who were substantially out of the money and deemed to reject the Plan, the Debtors served such holders with the Combined Notice, which referenced the Plan and Disclosure Statement. As described in and as evidenced by the Tabulation Declaration and the Solicitation Affidavit, the transmittal and service of the Solicitation Package[3] and the Combined Notice was timely, adequate, and sufficient under the circumstances.

3. The Solicitation Package and Solicitation of votes on the Plan (including the Rights Offering) was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, was conducted in good faith, and was in compliance with the Solicitation Procedures, the Combined Hearing and Solicitation Order, the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable rules, laws, and regulations.

4. As set forth in the Tabulation Declaration, the Solicitation Package was distributed to Holders in the Voting Classes that held a Claim as of the Voting Record Date. The establishment and notice of the Voting Record Date was reasonable and sufficient. The thirty-one (31) day period during which the Debtors solicited acceptances or rejections to the Plan from

[3] The Solicitation Package includes (a) the Debtors' cover letter in support of the Plan; (b) the appropriate Ballot and applicable voting instructions, together with a pre-addressed, postage prepaid return envelope; and (c) the Disclosure Statement and all exhibits thereto, including the Plan and all exhibits thereto.

Holders of Claims in Voting Classes was a reasonable and sufficient period of time for such Claims to make an informed decision to accept or reject the Plan.

H. Notice. As is evidenced by the Notice Affidavit, the Solicitation Affidavit, the Tabulation Declaration, and the Publication Affidavit, as applicable, all parties entitled to receive notice of the Solicitation Package, Combined Hearing, and the deadline for filing and serving objections to confirmation of the Plan) have been given due, proper, timely, and adequate notice in accordance with the Combined Hearing and Solicitation Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable rules, laws, or regulations, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

I. Plan Supplement. The filing and notice of the Plan Supplement (and subsequent amendments, modifications, and supplements thereto filed with the Court) was proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Solicitation Orders, and no other or further notice is or shall be required. Subject to the terms of the Plan and the Restructuring Support Agreement, the Debtors' right to alter, amend, update or modify the Plan Supplement, as well as the documents set forth therein, before the Effective Date is reserved.

J. Plan Modifications. The Plan and Plan Supplement contain certain modifications made after expiration of the Voting Deadline. Such modifications comply with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules. Such modifications constitute immaterial and/or technical modifications and/or do not adversely affect the treatment of any Claims or Interests. Pursuant to Bankruptcy Rule 3019, the modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that the holders of Claims be

afforded an opportunity to change previously cast acceptances or rejections of the Plan. No holder of a Claim shall be permitted to change its vote as a consequence of such modifications. Notice of these modifications was adequate and appropriate under the facts and circumstances of the Chapter 11 Cases.

K. Burden of Proof. The Debtors, as Plan proponents, have met their burden of proving the satisfaction of the requirements for confirmation of the Plan set forth in section 1129 of the Bankruptcy Code by a preponderance of the evidence, which is the applicable standard. Further, each witness who testified or submitted a declaration on behalf of the Debtors at or in connection with (including by declaration) the Combined Hearing was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

L. Voting Results. As more fully set forth in the Tabulation Declaration, Class 3 and Class 4 voted to accept the Plan.

M. Bankruptcy Rule 3016. The Plan is dated and identifies the Debtors as the entities submitting the Plan, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement satisfied Bankruptcy Rule 3016(b).

COMPLIANCE WITH SECTION 1129 OF BANKRUPTCY CODE

N. Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). As further detailed below, the Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code, including each element of sections 1129(a) and, to the extent applicable, section 1129(b)

1. *Proper Classification (11 U.S.C. §§ 1122 and 1123(a)(1))*. Article III of the Plan designates nine Classes of Claims or Interests. The Claims or Interests in each Class are substantially similar to other Claims or Interests in each such Class. Valid business, legal, and

factual reasons exist for separately classifying the various Classes of Claims and Interests under the Plan. The Plan, therefore, satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

2. *Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)).* The Plan specifies that Classes 1, 2, 5, and certain Claims and Interests in Classes 6 and 7, are Unimpaired under the Plan within the meaning of section 1124 of the Bankruptcy Code, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.

3. *Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)).* The Plan specifies that Classes 3, 4, 8, 9, and certain Claims and Interests in Classes 6 and 7, are Impaired under the Plan within the meaning of section 1124 of the Bankruptcy Code, and specifies the treatment of such Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

4. *No Disparate Treatment (11 U.S.C. § 1123(a)(4)).* The Plan meets the requirements of section 1123(a)(4) of the Bankruptcy Code because Holders of Allowed Claims or Interests will receive, on account of such Claims and Interests, the same rights and treatment as other Holders of Allowed Claims or Interests within such Holders' respective Classes. The Plan, therefore, satisfies section 1123(a)(4) of the Bankruptcy Code.

5. *Implementation of Plan (11 U.S.C. § 1123(a)(5)).* Article VII and other provisions of the Plan, the various documents included in the Plan Supplement, and the terms of this confirmation order (this "**Order**") provide adequate and proper means for the implementation of the Plan, including, without limitation, the (a) consummation of the Restructuring Transactions, (b) issuance of the Subscription Rights, the New Common Stock and New Warrants, (c) incurrence of the Exit Facility, and (d) issuance of the New Convertible Notes. The Plan, therefore, satisfies section 1123(a)(5) of the Bankruptcy Code.

6. *Charter Provisions (11 U.S.C. § 1123(a)(6)).* Article IV.K of the Plan provides that the New Corporate Governance Documents will prohibit the issuance of non-voting equity securities to the extent required by section 1123(a)(6) of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

7. *Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)).* Pursuant to Article IV.L of the Plan, on the Effective Date, the terms of the current members of the Chaparral Parent board of directors shall expire, and the Reorganized Chaparral Parent Board will include those directors set forth in the list of directors of the Reorganized Debtors included in the Plan Supplement. On and after the Effective Date, the existing officers of Reorganized Chaparral Parent shall continue to serve as officers for the Reorganized Debtors and the officers and overall management structure of Reorganized Chaparral Parent, and all officers and management decisions with respect to Reorganized Chaparral Parent (and/or any of its direct or indirect subsidiaries), compensation arrangements, and affiliate transactions shall only be subject to the approval of the Reorganized Chaparral Parent Board (or, with respect to the appointment of vice presidents, shall be only subject to approval consistent with the New Corporate Governance Documents). Effective as of the Effective Date, the Reorganized Debtors will either assume or reject the existing employment agreements with the current members of the senior management team or will enter into new employment agreements on the Effective Date with such individuals (to the extent any applicable member of the senior management team agrees), in each case, upon terms acceptable to the applicable employee, Reorganized Chaparral Parent, the Required Consenting Noteholders, and the Required Backstop Parties. The selection of the members of the Reorganized Chaparral Parent Board and members of the senior management team is consistent with the interests of all Holders of Claims and Interests, and public policy. No party in interest has objected to the manner of selection of the boards of directors or the officers

of the Debtors. Accordingly, the Debtors respectfully submit that the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

8. *Additional Plan Provisions (11 U.S.C. § 1123(b))*. As set forth below, the discretionary provisions of the Plan comply with section 1123(b) of the Bankruptcy Code and are not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, section 1123(b) of the Bankruptcy Code is satisfied.

(a) *Impairment/Unimpairment of Classes (11 U.S.C. § 1123(b)(1))*. In accordance with section 1123(b)(1) of the Bankruptcy Code, Classes 1, 2, and 5, and certain claims in Classes 6 and 7, are Unimpaired, and Classes 3, 4, 8, and 9 and certain claims in Classes 6 and 7, are Impaired, by the Plan.

(b) *Assumption and Rejection of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2))*. On the Effective Date, except as otherwise provided in the Plan or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, all Executory Contracts and Unexpired Leases shall be deemed assumed, including the Restructuring Support Agreement, without the need for any further notice to or action, order, or approval of the Court, as of the Effective Date under section 365 of the Bankruptcy Code, unless such Executory Contract and Unexpired Lease (1) was assumed or rejected previously by the Debtors; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a motion to reject filed on or before the Effective Date; or (4) is identified on the Rejected Executory Contract and Unexpired Lease List. Subject to the occurrence of the Effective Date, entry of this Order shall constitute approval of the assumptions, assumptions and assignments and rejections described in Article V of the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Court order but not assigned to a third party before the

Effective Date shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Court authorizing and providing for its assumption under applicable federal law. Thus, the Plan complies with section 1123(b)(2) of the Bankruptcy Code.

(c) *Retention of Claims (11 U.S.C. § 1123(b)(3)).*

(i) Except as otherwise provided in the Plan, this Order, the Plan Supplement, or in any agreement, instrument, or other document incorporated in or entered into in connection with the Plan, on the Effective Date, all property in each Debtor's Estate, including all claims, rights, Causes of Action, and any property, wherever located, acquired by any of the Debtors under or in connection with the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances and Interests (except for Liens securing obligations under the Exit Facility Documents, New Convertible Notes Indenture, and Liens securing obligations on account of Other Secured Claims that are Reinstated pursuant to the Plan, if any). On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property, wherever located, and prosecute and compromise or settle any Claims (including any Administrative Expense Claims), Interests, or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules other than restrictions expressly imposed by the Plan or this Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for Professionals' and ordinary course professionals' fees, disbursements, expenses or related support services without application to the Court. Thus, the Plan complies with section 1123(b)(3) of the Bankruptcy Code.

(ii) Except as expressly provided in the Plan or in this Order, nothing contained in the Plan or this Order shall be deemed to be a waiver or relinquishment of any rights or Causes of Action that the Reorganized Debtors, the Debtors, or the Estates may have, or that the Reorganized Debtors or the Debtors may choose to assert on behalf of their respective Estates or the Estates, as applicable, under any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including, without limitation, (A) any and all Causes of Action or claims against any Person or Entity, to the extent such Person or Entity asserts a crossclaim, counterclaim and/or claim for setoff that seeks affirmative relief against the Debtors, their officers, directors or representatives or (B) the turnover of any property of the Estates to the Debtors or Reorganized Debtors.

(iii) Except as expressly provided in the Plan or in this Order, nothing contained in the Plan or this Order shall be deemed to be a waiver or relinquishment of any rights or Causes of Action that the Debtors had immediately prior to the Petition Date or the Effective Date against or regarding any Claim left Unimpaired by the Plan. The Reorganized Debtors or the Debtors, as applicable, shall have, retain, reserve and be entitled to commence, assert and pursue all such rights and Causes of Action as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights respecting any Claim left Unimpaired by the Plan may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Cases had not been commenced.

(d) *Additional Plan Provisions (11 U.S.C. § 1123(b)(6))*. The Plan's other provisions are appropriate and consistent with the applicable provisions of the Bankruptcy Code, including, but not limited to, provisions for (i) distributions to holders of Claims, (ii) resolution of Disputed Claims and Interests, (iii) Allowance of certain Claims and Interests, (iv) indemnification obligations, (v) releases by the Debtors of certain parties, (vi) releases by

certain third parties, (vii) exculpations of certain parties, (viii) injunctions from certain actions, (ix) retention of the Court's jurisdiction, and (x) estimation of any Disputed Claims or Disputed Interests, thereby satisfying the requirements of section 1123(b)(6) of the Bankruptcy Code.

(e) *Cure of Defaults (11 U.S.C. 1123(d)).* Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount in Cash on the Effective Date or in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. Any counterparty to an Executory Contract or Unexpired Lease that failed to object timely to the proposed assumption or Cure Amount is deemed to have consented to such assumption or Cure Amount. The payment of the Cure Amount shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption in the event of a dispute regarding: (1) the amount of any payments to cure such a default; (2) the ability of the Reorganized Debtors or any assignee to provide adequate assurance of future performance under the Executory Contract or Unexpired Lease to be assumed; or (3) any other matter pertaining to assumption. The Debtor or the Reorganized Debtor, as applicable, shall be authorized to reject any executory contract or unexpired lease to the extent the Debtor or the Reorganized Debtor, as applicable, in the exercise of its sound business judgment, concludes that the Cure Amount as determined by Final Order or as otherwise finally resolved, renders assumption of such contract or lease unfavorable to the applicable Debtor's Estate or the Reorganized Debtor. Such rejected contracts, if any, shall be deemed as listed on the Rejected Executory Contract and Unexpired Lease List. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions

restricting the change in control or ownership interest composition or other bankruptcy-related defaults (including "anti-assignment", "ipso facto", or similar provisions contained therein), arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any Proof of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Court. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

O. The Debtors' Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). As further detailed below, the Debtors have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(2) of the Bankruptcy Code. Specifically:

1. Each of the Debtor entities is a proper debtor under section 109 of the Bankruptcy Code.

2. The Debtors have complied with all applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court.

3. The Debtors have complied with the applicable provisions of the Combined Hearing and Solicitation Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, including, but not limited to, sections 1125 and 1126(b) of the Bankruptcy Code, in (a) transmitting the Solicitation Package and related documents and (b) soliciting and tabulating votes with respect to the Plan.

4. Good, sufficient, and timely notice of the Combined Hearing has been provided to each holder of Claims that was entitled to vote to accept or reject the Plan and to holders of Claims or Interests that were not entitled to vote to accept or reject the Plan.

P. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Plan is the product of the open, honest, and good faith process through which the Debtors have conducted their

restructuring and reflects extensive, good faith, arm's length negotiations among the Debtors, the RBL Agent, the members of the Ad Hoc Committee, the Consenting Creditors (as defined in the Restructuring Support Agreement), and their other economic stakeholders. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' good faith, serve the public interest, and assure fair treatment of holders of Claims. Consistent with the overriding purpose of the Bankruptcy Code, the Chapter 11 Cases were filed and the Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtors' Estates. Accordingly, the Plan is fair, reasonable, and consistent with sections 1122, 1123, and 1129 of the Bankruptcy Code. Based on the foregoing, the facts and record of the Chapter 11 Cases, including, but not limited to, the Combined Hearing, the Duginski Declaration, the Legoudes Declaration, and the Gehring Declaration, the Plan has been proposed in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code.

Q. Payment for Services or Cost and Expenses (11 U.S.C. § 1129(a)(4)). All payments made or to be made by the Debtors for services or for costs and expenses in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, have been authorized by, approved by, or are subject to the approval of, the Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

R. Service of Certain Individuals (11 U.S.C. § 1129(a)(5)). On the Effective Date, the Reorganized Chaparral Parent Board shall consist of directors determined and selected by the Ad Hoc Group, which shall include the Chief Executive Officer of Reorganized Chaparral Parent, as set forth in the Plan Supplement. On and after the Effective Date, the existing officers of Reorganized Chaparral Parent shall continue to serve as officers for the Reorganized Debtors and the officers and overall management structure of Reorganized Chaparral Parent, and all

officers and management decisions with respect to Reorganized Chaparral Parent (and/or any of its direct or indirect subsidiaries), compensation arrangements, and affiliate transactions shall only be subject to the approval of the Reorganized Chaparral Parent Board (or, with respect to the appointment of vice presidents, the Chief Executive Officer), in each case, upon terms acceptable to the applicable employee, Reorganized Chaparral Parent, the Requiring Consenting Noteholders and the Required Backstop Parties. Effective as of the Effective Date, the Reorganized Debtors will either assume or reject the existing employment agreements with the current members of the senior management team or will enter into new employment agreements on the Effective Date with such individuals (to the extent any applicable member of the senior management team agrees). On September [•], 2020, the Debtors disclosed the identity and affiliations of the members of the Reorganized Chaparral Parent Board. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

S. Rate Changes (11 U.S.C. § 1129(a)(6)). The Plan does not provide for any rate changes over which a governmental regulatory commission has jurisdiction, and, accordingly, section 1129(a)(6) of the Bankruptcy Code is inapplicable to the Plan.

T. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)).

1. The Plan satisfies section 1129(a)(7) of the Bankruptcy Code because each holder of a Claim or Interest either (a) has voted to accept the Plan, (b) is Unimpaired and deemed to have accepted the Plan, or (c) shall receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such holder would receive or retain if the Debtors were to be liquidated under chapter 7 of the Bankruptcy Code on such date.

2. In addition, the liquidation analysis attached as Exhibit F to the Disclosure Statement and the other evidence related thereto in support of the Plan that was proffered or

adduced at, prior to, or in affidavits in connection with, the Combined Hearing (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was proffered, adduced, and/or presented, (b) utilize reasonable and appropriate methodologies and assumptions, (c) have not been controverted by other evidence, and (d) establish that, with respect to each Impaired Class of Claims or Interests, each holder of an Allowed Claim or Interest in such Class shall receive under the Plan on account of such Allowed Claim or Interest property of a value, as of the Effective Date, that is not less than the amount such holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(7) of the Bankruptcy Code.

U. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)).

1. Holders of Claims in Classes 1 (Other Secured Claims), 2 (Other Priority Claims), Class 5 (General Unsecured Claims), and certain holders of Claims in Classes 6 (Intercompany Claims) and 7 (Intercompany Interests) are Unimpaired and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to have accepted the Plan, thus meeting the requirements of section 1128(a)(8) of the Bankruptcy Code.

2. As reflected in the Tabulation Declaration, more than the requisite number of holders and Claim amounts in each Impaired Class of Claims entitled to vote to accept or reject the Plan have affirmatively voted to accept the Plan (i.e., Class 3 (RBL Claims) voted 100% in number and 100% in amount to accept the Plan and Class 4 (Senior Notes Claims) voted 100% in number and 100% in amount to accept the Plan).

3. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(8) of the Bankruptcy Code with respect to such Impaired Classes of Claims or Interests. Although Classes 8 and 9 are rejecting Classes for purposes of section 1129(a)(8) of the

Bankruptcy Code, the Plan is confirmable pursuant to section 1129(b) of the Bankruptcy Code notwithstanding such rejection.

V. Treatment of Administrative Expense Claims, Priority Tax Claims, Other Priority Claims, and Other Secured Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Expense Claims, Priority Tax Claims, Other Priority Claims, and Other Secured Claims pursuant to Articles II and III of the Plan satisfies the requirements of sections 1129(a)(9) of the Bankruptcy Code.

W. Acceptance by Impaired Class of Claims (11 U.S.C. § 1129(a)(10)). Class 3 (RBL Claims) and Class 4 (Senior Notes Claims), each of which is Impaired under the Plan, have voted to accept the Plan, determined without including any vote to accept the Plan by any insider, thereby satisfying section 1129(a)(10) of the Bankruptcy Code.

X. Feasibility (11 U.S.C. § 1129(a)(11)). All Allowed Claims shall be paid or otherwise satisfied in accordance with the terms of the Plan or Definitive Documents. The evidence proffered, adduced, and/or presented at the Combined Hearing (1) is reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered, (2) utilizes reasonable and appropriate methodologies and assumptions, (3) has not been controverted by other evidence, and (4) establishes that the Plan is feasible, the Reorganized Debtors shall have sufficient liquidity and be able to meet their financial obligations under the Plan and in the ordinary course of their businesses, and the confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

Y. Payment of Fees (11 U.S.C. § 1129(a)(12)). Article XII.C of the Plan provides that all such fees payable under section 1930 of title 28 of the United States Code, to the extent

not previously paid, will be paid by each of the applicable Reorganized Debtors for each quarter (including any fraction thereof) until the applicable Chapter 11 Case of such Reorganized Debtor is converted, dismissed, or closed, whichever occurs first, thereby satisfying section 1129(a)(12) of the Bankruptcy Code.

Z. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). The Plan provides that from and after the Effective Date, all retiree benefits as defined in section 1114 of the Bankruptcy Code, if any, will continue in accordance with applicable law. Therefore, the Debtors have satisfied section 1129(a)(13) of the Bankruptcy Code.

AA. Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtors are not required by a judicial or administrative order, or by statute, to pay a domestic support obligation and, accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable to the Plan.

BB. Plan of an Individual Debtor (11 U.S.C. § 1129(a)(15)). None of the Debtors are individuals and, accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable to the Plan.

CC. Transfers in Accordance with Non-Bankruptcy Law (11 U.S.C. § 1129(a)(16)). None of the Debtor entities is a nonprofit entity and, accordingly, section 1129(a)(16) of the Bankruptcy Code is inapplicable to the Plan.

DD. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). Although Classes 8 and 9 are rejecting Classes for purposes of section 1129(a)(8) of the Bankruptcy Code, the Plan is confirmable pursuant to section 1129(b) of the Bankruptcy Code notwithstanding such rejection because, based upon the record before the Court and the treatment provided to such Claims and Interests, the Plan does not discriminate unfairly against, and is fair and equitable with respect to, such Classes of Claims and Interests, and the Plan satisfies all the requirements for confirmation set forth in section 1129(a) of the Bankruptcy Code, except for

section 1129(a)(8). The evidence in support of confirmation of the Plan proffered or adduced by the Debtors at, or prior to, or in declarations filed in connection with, the Combined Hearing regarding the Debtors' classification and treatment of Claims and Interests and the requirements for confirmation of the Plan under section 1129(b) of the Bankruptcy Code (1) is reasonable, persuasive, credible, and accurate, (2) utilizes reasonable and appropriate methodologies and assumptions, and (3) has not been controverted by other credible evidence.

EE. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan that has been filed in the Chapter 11 Cases and meets the requirements of sections 1129(a) and (b), thereby satisfying the requirements of section 1129(c) of the Bankruptcy Code.

FF. Principal Purpose of Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act, thereby satisfying the requirements of section 1129(d) of the Bankruptcy Code.

GG. Not Small Business Cases (11 U.S.C. § 1129(e)). The Chapter 11 Cases are not small business cases and, accordingly, section 1129(e) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases.

HH. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record of the Chapter 11 Cases, including, but not limited to, the evidence proffered, adduced, and/or presented at the Combined Hearing, which is reasonable, persuasive, and credible, utilizes reasonable and appropriate methodologies and assumptions, and has not been controverted by other evidence, the Debtors, the Reorganized Debtors, and each of their successors, predecessors, control persons, members, agents, employees, officers, directors, financial advisors, investment bankers, attorneys, accountants, consultants, and other professionals (1) have solicited acceptances of the Plan and have solicited the Rights Offering in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, but not limited to, section

1125(e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation, and (2) shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, and purchase of any securities offered and sold under the Plan (including, without limitation, the New Common Stock, the New Warrants, the Subscription Rights and the New Convertible Notes) and, therefore, (a) are not, and, on account of any such offer, issuance, and solicitation, shall not be, liable at any time for any violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer, issuance, sale, or purchase of any securities offered and sold under the Plan and (b) are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article VIII of the Plan. In addition, the Debtors have acted and entered into the documents effectuating the Debtors' restructuring pursuant to the Plan in good faith and shall be deemed to continue to act in good faith if they proceed to consummate the Plan, the transactions contemplated hereby and thereby, and the Debtors' restructuring pursuant thereto. The Debtors fairly and reasonably negotiated the transactions effectuating the Debtors' restructuring at arm's length, and the resulting terms of the agreements (including each of the Definitive Documents) are in the best interests of the Debtors and the Estates.

II. Satisfaction of Confirmation Requirements. Based upon the foregoing, all other pleadings, documents, exhibits, statements, declarations, and affidavits filed in connection with confirmation of the Plan, and all evidence and arguments made, proffered, or adduced at the Combined Hearing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

ADDITIONAL FINDINGS REGARDING CHAPTER 11 CASES AND PLAN

JJ. Adequate Assurance. The Debtors have provided adequate assurance of future performance for each of the Executory Contracts and Unexpired Leases that are being assumed by the Debtors pursuant to the Plan. The Debtors have cured or provided adequate assurance that the Reorganized Debtors will cure defaults (if any) under or relating to each of the Executory Contracts and Unexpired Leases that are being assumed by the Debtors pursuant to the Plan. The Plan and such assumptions, therefore, satisfy the requirements of section 365 of the Bankruptcy Code.

KK. Implementation. All documents and agreements necessary to implement the Plan, including, but not limited to, the Plan Supplement, the New Corporate Governance Documents; the Exit Facility Documents, the New Convertible Notes Indenture, the Backstop Commitment Agreement, the Backstop Order, the Rights Offering Documents, the New Warrants Agreements, and the New Stockholders Agreement, are essential elements of the Plan and have been negotiated in good faith and at arm's length, and entry into and consummation of the transactions contemplated by each such document and agreement is in the best interests of the Debtors, the Estates, and the holders of Claims and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements and not be in conflict with any federal, state, or local law. The Debtors have exercised reasonable business judgment in determining which agreements to enter into and have provided sufficient and adequate notice of such documents and agreements. The Debtors are authorized, without any further notice to, or action, order, or approval of, the Court, to finalize, execute, and deliver all agreements, documents, instruments, and certificates relating to the Plan and to perform their obligations under such agreements, documents, instruments, and certificates in accordance with the Plan.

LL. Transfers by the Debtors. All transfers of property of the Estates shall be free and clear of all Liens, Claims, charges, interests, and other encumbrances, in accordance with applicable law, except as expressly provided in the Plan or this Order.

MM. Exemption from Securities Law.

1. To the extent that the Debtors' Solicitation prior to the Petition Date constituted an offer of new securities, the Solicitation was exempt from the registration requirements of the Securities Act, state "Blue Sky" laws, and similar statutes, rules, and regulations under Section 4(a)(2) of the Securities Act and Regulation D thereunder. Section 4(a)(2) of the Securities Act exempts from the registration provisions under the Securities Act any transaction "by an issuer not involving any public offering." 15 U.S.C. § 77d(2). Regulation D promulgated under the Securities Act similarly exempts from the registration provisions under the Securities Act offerings of securities to "accredited investors" (as such term is defined under Regulation D) ("**Accredited Investors**"), and a limited number of other investors. 17 C.F.R. §230.501 *et. seq*. Because the Debtors took steps to ensure that the prepetition submission of votes of holders of Claims entitled to vote on the Plan was available only to those holders who are Accredited Investors, the Debtors' prepetition solicitation did not constitute a public offering and fell within the exemption under Section 4(a)(2) and Regulation D of the Securities Act.

2. The offering, issuance, and distribution of the securities contemplated by the Plan and any and all agreements incorporated therein, including, but not limited to, the New Common Stock, Subscription Rights, New Convertible Notes, and New Warrants, shall be exempt from, among other things, the registration and prospectus delivery requirements of section 5 of the Securities Act, and any other applicable state or federal law requiring registration or delivery of a prospectus prior to the offering, issuance, distribution, or sale of securities,

pursuant to section 1145 of the Bankruptcy Code (in the case of the offering, issuance, and distribution of the New Common Stock (including, without limitation, the New Common Stock issuable upon exercise of the New Warrants but not including the New Common Stock issued as the Backstop Premium), Subscription Rights, and New Warrants), section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder (in the case of the issuance of the New Convertible Notes and the New Common Stock issued as the Backstop Premium), or pursuant to another applicable exemption from the registration requirements of the Securities Act.

NN. New Corporate Governance Documents.

1. The New Corporate Governance Documents, as may be amended or modified without further approval from the Court in accordance with their terms, are essential elements of the Plan, were proposed in good faith, are critical to the success and feasibility of the Plan, and are necessary and appropriate for the consummation of the Plan. Entry into the New Corporate Governance Documents and all related agreements and documents, is fair, reasonable, and in the best interests of the Debtors, their Estates, all holders of Claims, and the Reorganized Debtors. The New Corporate Governance Documents are the product of good faith, arm's length negotiations.

2. The Debtors exercised reasonable business judgment in determining to enter into the New Corporate Governance Documents and have provided sufficient and adequate notice thereof. The Reorganized Debtors are hereby authorized, without further approval of this Court or notice to any other party, to execute and deliver the applicable New Corporate Governance Documents, amend or modify such documents without further notice to, or approval from, the Court, and fully perform their obligations thereunder. Neither the execution and delivery by the Reorganized Debtors of any of the New Corporate Governance Documents, nor

the performance by the applicable Reorganized Debtor of its obligations thereunder, constitutes a violation of, or a default under, any contract or agreement to which they are a party, including, but not limited to, those contracts or agreements reinstated under the Plan.

OO. Injunction, Exculpation, and Releases.

1. The Court has jurisdiction under sections 157 and 1334(a) and (b) of title 28 of the United States Code to approve the releases, exculpations, and injunctions set forth in Article VIII of the Plan. Section 105(a) of the Bankruptcy Code permits issuance of the injunctions and approval of the releases and exculpations set forth in Article XII of the Plan.

2. The Released Parties include (a) each of the Debtors; (b) the Reorganized Debtors; (c) the RBL Agent; (d) the Indenture Trustee; (e) the Ad Hoc Group and each member of the Ad Hoc Group; (f) Consenting Senior Noteholders; (g) each of the Backstop Parties; (h) the Exit Facility Lenders, Exit Facility Agent, New Convertible Notes Indenture Trustee, and holders of the New Convertible Notes; (i) each Holder of an RBL Claim or a Senior Notes Claim; (j) each current and former Affiliate of each Entity in clause (a) through the following clause (k); and (k) each Related Party of each Entity in clause (a) through this clause (k); *provided*, *however*, that in each case, an Entity shall not be a Released Party if it affirmatively elects to "opt out" of being a Releasing Party. The Released Parties played a meaningful role in the negotiation and development of the Plan and the restructuring transactions and settlements contemplated thereby, including, but not limited to, agreeing to settle disputes and Claims, contributing claims in exchange for their treatment under the Plan, supporting the Plan, foregoing asserting certain rights, and/or providing valuable consideration assuring recoveries for the Estates' creditors and other stakeholders. The Released Parties made substantial contributions to the Debtors and their Estates and played an integral role in working towards the resolution of the Chapter 11 Cases. Accordingly, the release of potential claims belonging to the

Debtors or the Estates pursuant to the Plan are part of a fair and a valid exercise of the Debtors' business judgment, and the third party releases contemplated by Article VIII.E of the Plan are consensual, fair, reasonable, and appropriate under the circumstances of the Chapter 11 Cases.

3. The Exculpated Parties include collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) any Professional of each Entity in clauses (a) and (b); (d) each current and former Affiliate of each Entity in clause (a) through the following clause (e) (solely to the extent such parties are fiduciaries of the foregoing Entities in clause (a) through (b)); and (e) each Related Party of each Entity in clause (a) through this clause (e) (solely to the extent such parties are fiduciaries of the foregoing Entities in clause (a) through (b)). The Exculpated Parties made substantial contributions to the Debtors and their Estates and played an integral role in working towards the resolution of the Chapter 11 Cases. Accordingly, the exculpations contemplated by Article VIII.F of the Plan are part of a fair and a valid exercise of the Debtors' business judgment and are fair, reasonable, and appropriate under the circumstances of the Chapter 11 Cases.

4. Based on the record before the Court, including, but not limited to, the evidence proffered, adduced, and/or presented at the Combined Hearing, which is reasonable, persuasive, and credible, utilizes reasonable and appropriate methodologies and assumptions, and has not been controverted by other evidence, the release, exculpation, and injunction provisions set forth in the Plan (a) confer substantial benefit to the Estates, (b) are fair, equitable, reasonable, and necessary to the Debtors' reorganization, (c) are in the best interests of the Debtors, their Estates, and parties in interest, (d) are supported by valuable consideration, (e) are given and made after notice and opportunity for a hearing, and (f) with respect to the third party releases contemplated by Article VIII.E of the Plan, shall not be binding on (x) any holder of an RBL Claim or Senior Notes Claim who does not vote to accept the Plan and affirmatively elects

on a timely submitted ballot to "opt out" of being a Releasing Party; (y) any Holder of an Interest that is deemed to reject the Plan; and (z) any Holder of a Claim that is presumed to accept the Plan and affirmatively elects to "opt out" of being a Releasing Party by timely filing with the Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release (or, in the case of any Claim that is a Royalty Class Action Claim, by affirmatively electing on a timely submitted opt out form to "opt out" of being a Releasing Party). Accordingly, the Court finds that the release, exculpation, and injunction provisions set forth in the Plan (a) were proposed in good faith, are essential to the Plan, are appropriately tailored, and are intended to promote finality and prevent parties from attempting to circumvent the Plan's terms, (b) are critical to the success of the Plan, and (c) are consistent with the Bankruptcy Code and applicable law. The release, exculpation, and injunction provisions in the Plan are therefore valid and binding.

PP. Payment of Administrative Expense Claims and Priority Claims. Based on the evidence proffered, adduced, and/or presented by the Debtors at the Combined Hearing, the Plan provides for payment in full in Cash of all Allowed Administrative Expense Claims, Professional Fee Claims, Priority Tax Claims, Ad Hoc Group Fees and Expenses, and Other Priority Claims, as well as U.S. Trustee fees.

QQ. Retention of Jurisdiction. The Court may properly retain, and does hereby retain, jurisdiction over any matter arising under the Bankruptcy Code, or arising in, or related to, the Chapter 11 Cases or the Plan, after the Effective Date, and any other matter or proceeding that is within the Court's jurisdiction pursuant to 28 U.S.C. § 1334 or 28 U.S.C. § 157; *provided, however*, that the Court shall not retain jurisdiction over disputes concerning documents contained in the Plan Supplement, the Exit Facility Documents, or the New Convertible Notes that have a jurisdictional, forum selection or dispute resolution clause that refers disputes to a different court, and any disputes concerning documents contained in the Plan Supplement, the

Exit Facility Documents, or the New Convertible Notes that contain such clauses shall be governed in accordance with the provisions of such documents.

RR. Likelihood of Satisfaction of Conditions Precedent. Each of the conditions precedent to the Effective Date, as set forth in Article IX of the Plan, has been satisfied or waived in accordance with the provisions of the Plan or is reasonably likely to be satisfied or waived prior to the Effective Date, as applicable.

SS. Good Faith. The Debtors, the Ad Hoc Group, the RBL Lenders, the RBL Agent, and all of their respective managers, members, officers, directors, agents, financial advisors, attorneys, employees, equity holders, partners, affiliates and representatives will be acting in good faith if they proceed to consummate the Plan and the agreements, transactions and transfers contemplated thereby, including, but not limited to, the Rights Offering, the Exit Revolving Facility, the New Convertible Notes, and entry into the New Corporate Governance Documents.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Findings of Fact and Conclusions of Law. The findings and conclusions set forth above and in the record of the Combined Hearing constitute the Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014, and are incorporated by reference as though fully set forth herein. To the extent that any finding of fact shall be determined to be a conclusion of law, it shall be deemed so, and vice versa.

2. Notice of Combined Hearing. The Combined Notice and the Plan, and service thereof, complied with the terms of the Combined Hearing and Solicitation Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

3. Solicitation. The Solicitation on the Plan complied with the Solicitation Procedures, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable non-bankruptcy law.

4. Ballots. The forms of Ballots annexed to the Combined Order are in compliance with Bankruptcy Rule 3018(c), conform to Official Form Number 14, and are approved in all respects.

5. Tabulation Procedures. The procedures used for tabulations of votes to accept or reject the Plan as set forth in the Disclosure Statement, the Solicitation Procedures, the Tabulation Declaration, and the Ballots are approved.

6. Disclosure Statement. The Disclosure Statement (i) contains information of a kind generally consistent with the disclosure requirements of applicable non-bankruptcy law (including the Securities Act), (ii) contains "adequate information" (as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (iii) is approved in all respects. Accordingly, the Disclosure Statement is hereby APPROVED as providing holders of Claims entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code.

7. Confirmation. All requirements for the confirmation of the Plan have been satisfied. Accordingly, the Plan, in its entirety, is CONFIRMED pursuant to section 1129 of the Bankruptcy Code. Each of the terms and conditions of the Plan and the exhibits and schedules thereto, including, but not limited to, each document in the Plan Supplement, and any amendments, modifications, and supplements thereto, are an integral part of the Plan and are

incorporated by reference into this Order. The Plan complies with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. A copy of the confirmed Plan is attached hereto as Exhibit A. Once finalized and executed, the documents comprising the Plan Supplement and the Definitive Documents and all other documents contemplated by the Plan shall, as applicable, constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and the terms of the Plan and this Order.

8. Objections. All parties have had a fair opportunity to litigate all issues raised by the Objections, or which might have been raised, and the Objections have been fully and fairly litigated. All Objections, responses, statements, reservation of rights, and comments in opposition to the Plan, other than those withdrawn with prejudice in their entirety, waived, settled, or resolved prior to the Combined Hearing, or otherwise resolved on the record of the Combined Hearing and/or herein, are hereby overruled for the reasons stated on the record. The record of the Combined Hearing is hereby closed.

9. Plan Classification. The categories listed in Article III.A of the Plan classify Claims against, and Interests in, each of the Debtors, pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code, for all purposes, including, but not limited to, voting, confirmation of the Plan, and distributions pursuant to the Plan, and shall be controlling. The Court hereby holds that (a) the classifications of Claims and Interests under the Plan (i) are fair, reasonable, and appropriate and (ii) were not done for any improper purpose, (b) valid business, legal, and factual reasons exist for separately classifying the various Classes of Claims and Interests under the Plan, and (c) the creation of such Classes does not unfairly discriminate between or among holders of Claims or Interests.

10. Compromise of Controversies. In consideration for the Plan Distributions and other benefits provided under the Plan, the provisions of the Plan will constitute a good faith compromise and settlement of all claims and controversies incorporated in the Plan. The entry of this Order will constitute the Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Court's finding that all such compromises or settlements are (a) in the best interest of the Debtors, the Estates, and their respective property and stakeholders and (b) fair, equitable and reasonable. Subject to Article VI of the Plan, all Plan Distributions made to holders of Allowed Claims and Interests are intended to be and shall be final.

11. Plan Transactions. All of the transactions contemplated by the Plan are hereby approved. The Debtors and the Reorganized Debtors, as applicable, are authorized (but not directed) to take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, related to, or necessary to effectuate the Plan, including, but not limited to, the following: (a) the execution and delivery of (i) appropriate agreements or other documents of merger, amalgamation, consolidation, equity issuance, sale, and dissolution and (ii) certificates of incorporation, certificates of partnership, operating agreements, bylaws, or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of equity issuance, transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; and (c) all other actions that are consistent with the terms of the Plan that, subject to the Creditor Consent Rights, the Debtors or Reorganized Debtors, as applicable, determine are necessary or appropriate. Without in any way limiting the foregoing, this Order shall constitute (a) approval by the Court of the Restructuring Transactions,

the New Corporate Governance Documents, the New Stockholders Agreement, the Rights Offering Documents, the Backstop Commitment Agreement, the Exit Facility, the Exit Facility Documents, the New Convertible Notes, the New Convertible Notes Indenture, the New Common Stock, the New Warrants, the New Warrants Agreements, and (b) authorization (but not direction) for the Debtors and the Reorganized Debtors, as applicable, to enter into and execute, as applicable, the Restructuring Transactions, the New Corporate Governance Documents, the New Stockholders Agreement, the Rights Offering Documents, the Backstop Commitment Agreement, the Exit Facility, the Exit Facility Documents, the New Convertible Notes, the New Convertible Notes Indenture, the New Common Stock, the New Warrants, the New Warrants Agreements, and such other documents as may be required to effectuate, if applicable, the Restructuring Transactions or the issuance and distribution of the New Convertible Notes, the New Common Stock and the New Warrants.

12. Exit Revolving Facility.

(a) On the Effective Date, (a) the RBL Credit Agreement will be amended and restated in its entirety by the Exit Facility Credit Agreement, (b) the Debtors and the Reorganized Debtors, as applicable, shall be authorized to execute and deliver, and to consummate the transactions contemplated by, the Exit Facility Documents, without further notice to or order of the Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity (other than as expressly required by the Exit Facility Documents), and (c) the Exit Facility and the Exit Facility Documents have been negotiated in good faith and at arm's length, are fair and reasonable, for good and valuable consideration, and for legitimate business purposes as an inducement to the holders thereof to extend credit thereunder, and constitute legal, valid, binding and authorized indebtedness and obligations of each of the Reorganized Debtors, enforceable in accordance with their respective

terms, and such indebtedness and obligations shall not be and shall not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under the Plan, this Order or on account of the Confirmation or Consummation of the Plan, and the obligations, guarantees, mortgages, pledges, liens, other security interests and claims granted pursuant to or in connection with such financing are (i) valid, binding, perfected and enforceable on the collateral as set forth in the documents governing such financing, with the priority set forth in such documents, (ii) granted in good faith, for good and valuable consideration, and for legitimate business purposes, and (iii) (x) shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration and (y) not be deemed to constitute a fraudulent conveyance, and may not be recharacterized or avoided, in each case, under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act and any other applicable laws.

(b) On and as of the Effective Date, (i) the Reorganized Debtors shall execute and deliver the Exit Facility Documents, (ii) all RBL Lenders shall be deemed to be parties to, and bound by, the Exit Facility Credit Agreement, without the need for execution thereof by any such applicable RBL Lender; *provided, however*, that with respect to any RBL Lender that fails to execute and deliver its signature page to the Exit Facility Credit Agreement, any portion of the Cash to be distributed pursuant to or in connection with the Plan to such RBL Lender will be treated as an undeliverable distribution pursuant to Article VI.E.2 of the Plan until such RBL Lender executes and delivers to Reorganized Chaparral its signature page to the Exit Facility Credit Agreement; (iii) Reorganized Chaparral Parent shall be deemed to have borrowed the Exit Facility Revolving Loans from the Exit Facility Revolving Lenders on the terms and conditions set forth in the Exit Facility Documents (which loans will be guaranteed by the other Reorganized Debtors in accordance with the Exit Facility Documents); (iv) the Exit Facility

Revolving Lenders shall provide commitments in accordance with the Exit Facility Commitment Letter (as defined in the Restructuring Support Agreement); and (v) the RBL Cash Payment shall be made and applied as set forth in the Plan.

(c) By voting to accept the Plan, each RBL Lender thereby instructs and directs the RBL Agent, pursuant to the RBL Credit Agreement, and each such vote to accept the Plan will, for all purposes, constitute an instruction from such RBL Lender directing the RBL Agent and the Exit Facility Agent (as applicable), to (i) act as distribution agent to the extent required by the Plan, (ii) execute and deliver the Exit Facility Loan Documents, as well as to execute, deliver, file, record and issue any notes, documents (including UCC financing statements), or agreements in connection therewith, to which the Exit Facility Agent is a party and to promptly consummate the transactions contemplated thereby, and (iii) take any other actions required or contemplated to be taken by the Exit Facility Agent and/or the RBL Agent (as applicable) under the Plan or any of the Restructuring Documents to which it is a party.

13. Exit Revolving Facility Liens. Notwithstanding anything in the Plan or this Order to the contrary, (i) pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors and Reorganized Debtors are deemed to have waived the discharge or release of the Liens securing the RBL Claims as restructured in the RBL Credit Agreement and (ii) all property and assets of the Estates of the Debtors, including, without limitation, all claims, rights and litigation claims of the Debtors and any property and assets acquired by the Debtors or the Reorganized Debtors during the Chapter 11 Cases or under or in connection with the Plan, shall remain encumbered by and subject to the liens granted under the RBL Credit Agreement and other liens granted under the Exit Facility Credit Agreement, which, as of the Effective Date, shall secure the Exit Facility Revolving Loans and all other indebtedness and obligations of the Reorganized Debtors under and to the extent set forth in the Exit Facility Documents, and such liens (x) shall

be and hereby are ratified, reaffirmed as valid, enforceable, and not avoidable, and deemed granted by the Reorganized Debtors and (y) shall not be, and shall not be deemed to be, impaired, discharged or released by the Plan, this Order or on account of the Confirmation or Consummation of the Plan. The liens described in this paragraph shall be, and hereby are, deemed not to be fraudulent conveyances, fraudulent transfers, or contributions of equity and shall not otherwise be subject to avoidance or recharacterization.

14. Moreover, as evidenced by this Order, as of the Effective Date, the Exit Facility Agent and each of the Exit Facility Lenders shall have valid, binding, fully and automatically perfected, and enforceable Liens on, and security interests in, all collateral specified in the Exit Facility Documents and any related documents, with the priorities set forth in the applicable documents, intercreditor agreements (if any), and other documents related thereto, subject only to such Liens and security interests as may be expressly permitted under the Exit Facility. Notwithstanding the foregoing, the Exit Facility Agent is hereby authorized (but not directed) to execute, file, or record (in its sole discretion, as the trustee deems necessary), such financing statements, mortgages, notices of lien, and other similar documents to enable such parties to further validate, perfect, preserve, and enforce such Liens and security interests granted in connection with the Exit Facility, perfect in accordance with applicable law, or to otherwise evidence such Liens and security interests, as applicable, and all such financing statements, mortgages, notices, and other documents shall be deemed to have been filed or recorded as of the Effective Date; provided, however, that the Debtors or the Reorganized Debtors, as applicable, are hereby authorized (but not directed) to execute and deliver all such financing statements, mortgages, notices, and other documents as may be reasonably requested by the Exit Facility Agent or the Exit Facility Lenders.

15. Rights Offering. The Debtors or the Reorganized Debtors, as applicable, shall consummate the Rights Offering in accordance with the Rights Offering Procedures, the Backstop Commitment Agreement, the Combined Order, and the Plan. The Rights Offering was conducted in good faith pursuant to, and in compliance with, the Rights Offering Procedures, the Backstop Commitment Agreement (as applicable), the Plan and applicable non-bankruptcy law. The consummation of the Rights Offering is conditioned on the consummation of the Plan, the Rights Offering Procedures, and any other condition specified in the Backstop Commitment Agreement (as applicable).

16. New Convertible Notes; Rights Offering Documents.

(a) The New Convertible Notes are hereby approved. The applicable Reorganized Debtors are authorized (but not directed), without further approval of the Court or any other party, to (a) enter into the Rights Offering Documents, (b) enter into the New Convertible Notes Indenture and the Convertible Notes Documents and to consummate the transactions contemplated thereby, (c) grant Liens and collateral security required under the Convertible Notes Documents, (d) execute such security agreements, mortgages, control agreements, certificates, and other documents and agreements and deliveries as the holders under the New Convertible Notes Indenture or the New Convertible Notes Indenture Trustee reasonably request, (e) execute and deliver customary opinions, in each case with such changes as may be agreed between the Reorganized Debtors, the holders under the New Convertible Notes Indenture, and the New Convertible Notes Indenture Trustee thereunder without further notice to, or approval from, the Court, and the New Convertible Notes Indenture, and (f) execute and deliver all other documents, instruments, and agreements to be entered into, delivered, or contemplated under the Plan or hereunder, shall become effective in accordance with their terms on the Effective Date and are ratified. The New Convertible Notes Indenture, the Rights

Offering Documents, and all related documents, including, but not limited to, those granting collateral security required thereunder, as may be amended or modified without further approval from the Court in accordance with their terms, are hereby approved.

(b) The New Convertible Notes and the New Convertible Notes Documents have been negotiated in good faith and at arm's length, are fair and reasonable, for good and valuable consideration, and for legitimate business purposes as an inducement to the holders thereof to extend credit thereunder, and constitute legal, valid, binding and authorized indebtedness and obligations of each of the Reorganized Debtors, enforceable in accordance with their respective terms, and such indebtedness and obligations shall not be and shall not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under the Plan, this Order or on account of the Confirmation or Consummation of the Plan, and the obligations, guarantees, mortgages, pledges, liens, other security interests and claims granted pursuant to or in connection with such financing are (i) valid, binding, perfected and enforceable on the collateral as set forth in the documents governing such financing, with the priority set forth in such documents, (ii) granted in good faith, for good and valuable consideration, and for legitimate business purposes, and (iii) (x) shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration and (y) not be deemed to constitute a fraudulent conveyance, and may not be recharacterized or avoided, in each case, under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act and any other applicable laws.

(c) The Reorganized Debtors and Debtors, as applicable, are authorized to pay in full all fees, indemnities, and expenses incurred in connection with the Rights Offering and New Convertible Notes.

(d) As evidenced by this Order, as of the Effective Date, the New Convertible Notes Trustee and each of the holders of the New Convertible Notes shall have valid, binding, fully and automatically perfected, and enforceable Liens on, and security interests in, all collateral specified in the New Convertible Notes Indenture and any related documents, with the priorities set forth in the applicable documents, intercreditor agreements (if any), and other documents related thereto, subject only to such Liens and security interests as may be expressly permitted under the Exit Facility. Notwithstanding the foregoing, the New Convertible Notes Indenture Trustee is hereby authorized (but not directed) to execute, file, or record (in its sole discretion, as the trustee deems necessary), such financing statements, mortgages, notices of lien, and other similar documents to enable such parties to further validate, perfect, preserve, and enforce such Liens and security interests granted in connection with the New Convertible Notes, perfect in accordance with applicable law, or to otherwise evidence such Liens and security interests, as applicable, and all such financing statements, mortgages, notices, and other documents shall be deemed to have been filed or recorded as of the Effective Date; *provided*, *however*, that the Debtors or the Reorganized Debtors, as applicable, are hereby authorized (but not directed) to execute and deliver all such financing statements, mortgages, notices, and other documents as may be reasonably requested by the New Convertible Notes Indenture Trustee or the Ad Hoc Group.

17. Issuance of New Common Stock and New Warrants; Reinstatement of Intercompany Claims and Interests. The issuance and distribution of the New Common Stock, and New Warrants, and reinstatement of the Intercompany Claims and Interests (as applicable), are essential elements of the Plan, are fair, reasonable, and in the best interests of the Debtors, their Estates, and all holders of Claims, and are hereby approved. The Debtors and the Reorganized Debtors, as applicable, are authorized, without further approval of the Court or any

other party, to (a) issue and distribute the New Common Stock and New Warrants, and reinstate the Intercompany Claims and Interests, in accordance with the Plan, (b) execute and deliver all agreements, documents, instruments, and certificates relating thereto, and (c) perform their obligations thereunder. On the Effective Date, Reorganized Chaparral Parent and all Holders of New Common Stock then outstanding shall be deemed to be parties to, and thereby bound by, the New Stockholders Agreement, substantially in the form contained in the Plan Supplement, without the need for execution by any such Holder. On the Effective Date, the New Stockholders Agreement shall be binding on the Reorganized Debtors and all parties receiving, and all Holders of, the New Common Stock (whether or not a signatory thereto).

18. New Corporate Governance Documents;. The New Corporate Governance Documents, are essential elements of the Plan, and the New Corporate Governance Documents and the other related documents (as may be amended or modified without further approval from the Court in accordance with their terms) are fair, reasonable, and in the best interests of the Debtors, their Estates, and all holders of Claims and are hereby approved. The Debtors have exercised reasonable business judgment in determining to implement and adopt the New Corporate Governance Documents and the other related documents, and have provided sufficient and adequate notice of the terms of the New Corporate Governance Documents. The Debtors and the Reorganized Debtors, as applicable, are authorized, but without further approval of the Court or any other party, to (a) subject to the Creditor Approval Rights, execute and deliver all agreements, documents, instruments, and certificates relating to the New Corporate Governance Documents, and to take such other actions as reasonably deemed necessary to institute the measures set forth therein and to ensure compliance with, among other things, applicable law, and (b) perform their obligations thereunder, including, but not limited to, the payment of all fees, indemnities, and expenses provided therein. The Debtors have complied in

all respects, to the extent applicable to these Chapter 11 Cases, with section 1123(a)(6) of the Bankruptcy Code.

19. Exemption From Registration. The offering, issuance, and distribution of the securities contemplated by the Plan and any and all agreements incorporated therein, including, but not limited to, the Subscription Rights, New Convertible Notes, New Common Stock, and New Warrants, shall be exempt from, among other things, the registration and prospectus delivery requirements of section 5 of the Securities Act, and any other applicable state or federal law requiring registration or delivery of a prospectus prior to the offering, issuance, distribution, or sale of securities, pursuant to section 1145 of the Bankruptcy Code (in the case of the offering, issuance, and distribution of the New Common Stock (including, without limitation, the New Common Stock issuable upon exercise of the New Warrants but not including the New Common Stock issued as the Backstop Premium), Subscription Rights, and New Warrants), section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder (in the case of the issuance of the New Convertible Notes and the New Common Stock issued as the Backstop Premium), or pursuant to another applicable exemption from the registration requirements of the Securities Act (that, in the case of the New Warrants, will not result in the New Warrants being "restricted securities" within the meaning of such term under the Securities Act). In addition, any securities contemplated by the Plan and any and all agreements incorporated therein, including, but not limited to, the New Convertible Notes, New Common Stock, and New Warrants, shall be subject to (a) if issued pursuant to section 1145 of the Bankruptcy Code, the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, (b) compliance with any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such securities or instruments, (c) the restrictions, if any, on the transferability of such securities and

instruments, including, but not limited to, those set forth in the New Corporate Governance Documents, and (d) applicable regulatory approval, if any. DTC shall accept and conclusively rely upon the Plan and this Order in lieu of a legal opinion regarding whether any of the New Common Stock, New Convertible Notes or New Warrants (including the shares of New Common Stock issued upon the exercise of the New Warrants) is exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding anything to the contrary in the Plan, no entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the Subscription Rights, New Convertible Notes, New Common Stock, and New Warrants (including the shares of New Common Stock issued upon the exercise of the New Warrants) are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

20. Section 1146 Exemption. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code and applicable law, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to (a) any issuance, transfer, or exchange under the Plan of New Convertible Notes, New Common Stock, New Warrants, and the security interests in favor of the lenders under the Exit Revolving Facility, (b) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment, or recording of any lease or sublease, and (d) the consummation of sale transactions by the Debtors and approved by the Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under the Plan, the sale by the Debtors of any owned property pursuant to section 363(b) of the Bankruptcy Code, and any assumption, assignment, and/or sale by the Debtors of

their interests in unexpired leases of non-residential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, shall constitute a "transfer under a plan" and shall not be subject to any stamp, real estate transfer, recording, or other similar tax, and, upon entry of this Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

21. Continued Existence; Vesting of Assets in Reorganized Debtors; Restructuring Transactions.

(a) Except as otherwise provided in the Plan, the Plan Supplement or this Order, each Debtor shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended under the Plan, the New Corporate Governance Documents, or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and

require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law). On or after the Effective Date, each Reorganized Debtor, in its discretion, is hereby authorized take such action as permitted by applicable law and such Reorganized Debtor's organizational documents, as such Reorganized Debtor may determine is reasonable and appropriate, including, without limitation, causing: (i) a Reorganized Debtor to be merged into another Reorganized Debtor, or its Subsidiary and/or affiliate; (ii) a Reorganized Debtor to be dissolved; (iii) the transfer of any equity interests of any Reorganized Debtor from one Reorganized Debtor to another Reorganized Debtor; or (iv) the legal name of a Reorganized Debtor to be changed.

(b) Except as otherwise provided in the Plan, the Plan Supplement, this Order, or in any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, all property in each Debtor's Estate, all Causes of Action, and any property acquired by any of the Debtors under the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens securing obligations under the Exit Facility Documents, New Convertible Notes Indenture, and Liens securing obligations on account of Other Secured Claims that are Reinstated pursuant to the Plan, if any). On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for Professionals' and ordinary course professionals' fees, disbursements, expenses or related support services without application to the Court.

(c) The Debtors or Reorganized Debtors, as applicable, shall and are hereby authorized (but not directed) to take all actions as necessary or appropriate to effectuate the transactions described in, approved by, contemplated by, or necessary to effectuate the Restructuring Support Agreement and the Plan and may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan (collectively, the "**Restructuring Transactions**"), which transactions may include, as applicable: (i) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, reorganization, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate certificates or articles of incorporation, reincorporation, formation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution or other certificates or documentation for other transactions as described in clause (a), pursuant to applicable state law; (iv) the execution and delivery of the Rights Offering Documents, the New Convertible Notes Indenture, and the Exit Facility Documents, (v) the execution and delivery of the New Stockholders Agreement and the New Corporate Governance Documents, and any certificates or articles of incorporation, bylaws, or such other applicable formation documents (if any) of each Reorganized Debtor (including all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors and/or the Reorganized Debtors, as applicable); (vi) the issuance, distribution, reservation, or dilution, as applicable, of the New Common Stock, as set

forth in the Plan; (vii) the adoption of the Management Incentive Plan and the issuance and reservation of the New Common Stock to the participants in the Management Incentive Plan as determined by and on the terms and conditions set by the Reorganized Chaparral Parent Board after the Effective Date; and (viii) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with the Restructuring Transactions, in each case subject to the Creditor Consent Rights.

(d) The Debtors and the Reorganized Debtors, as applicable, are hereby authorized (but not directed) to finalize the Definitive Documents, and execute such documents, agreements, or filings that are contemplated by the Plan, the Plan Supplement, or any related documents and/or the Restructuring Transactions, without further order of the Court or corporate action, and to take any actions necessary or advisable or appropriate to implement the documents, agreements, or filings that are contemplated by the Plan, the Plan Supplement or any related documents.

22. Cancellation of Notes, Instruments, Certificates, and Other Documents. On the Effective Date, except to the extent otherwise provided in the Plan, all notes, instruments, certificates, shares, and other documents evidencing Claims or Interests shall be cancelled, and the obligations of the Debtors or the Reorganized Debtors thereunder or in any way related thereto shall be discharged and deemed satisfied in full, and the RBL Agent and the Indenture Trustee shall automatically and fully be released from all duties and obligations thereunder; *provided*, *however*, that notwithstanding confirmation or the occurrence of the Effective Date, any credit document, indenture, or agreement that governs the rights of the Holder of a Claim or Interest shall continue in effect solely for purposes of (1) allowing Holders of Allowed Claims to receive distributions under the Plan, (2) allowing and preserving the rights of the RBL Agent and

the Indenture Trustee to make distributions pursuant to the Plan, (3) preserving the RBL Agent's and the Indenture Trustee's rights to compensation and indemnification as against any money or property distributable to the Holders of RBL Claims and Senior Notes Claims, including permitting the RBL Agent and the Indenture Trustee to maintain, enforce, and exercise its charging liens, if any, against such distributions, (4) preserving all rights, remedies, indemnities, powers, and protections, including rights of enforcement, of the RBL Agent and the Indenture Trustee against any person (other than with respect to any claim released under the Debtor Release or the Third Party Release or claims subject to treatment in the Plan), including with respect to indemnification or contribution from the Holders of RBL Claims and Senior Notes Claims, or any exculpations of the RBL Agent and the Indenture Trustee, pursuant and subject to the terms of the RBL Credit Agreement and the Senior Notes Indenture as in effect on the Effective Date, (5) permitting the RBL Agent and the Indenture Trustee to enforce any obligation (if any) owed to the RBL Agent or the Indenture Trustee under the Plan, (6) permitting the RBL Agent and the Indenture Trustee to appear in the Chapter 11 Cases or in any proceeding in the Court or any other court, and (7) permitting the RBL Agent and the Indenture Trustee to perform any functions that are necessary to effectuate the foregoing; *provided*, *further*, however, that (a) the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, this Order, or the Plan, or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable, except as expressly provided for in the Plan and (b) except as otherwise provided in the Plan, the terms and provisions of the Plan shall not modify any existing contract or agreement that would in any way be inconsistent with distributions under the Plan. On the Effective Date, the RBL Agent and the Indenture Trustee shall be automatically and fully discharged and shall have no further obligation or liability except as provided in the Plan and this Order, and after the performance by the RBL Agent and the

Indenture Trustee and their representatives and professionals of any obligations and duties required under or related to the Plan or this Order, the RBL Agent and the Indenture Trustee shall be automatically and fully relieved of and released from any obligations and duties arising thereunder or hereunder. The reasonable and documented fees, expenses, and costs of the RBL Agent and the Indenture Trustee, including the reasonable and documented fees, expenses, and costs of their professionals incurred after the Effective Date in connection with the RBL Credit Agreement and the Senior Notes Indenture, as applicable, and reasonable and documented costs and expenses associated with effectuating distributions pursuant to the Plan will be paid by the Reorganized Debtors in the ordinary course. Notwithstanding anything to the contrary herein or in the Plan, in no event will the loans under the RBL Credit Agreement be cancelled or satisfied or repaid in full as a result of the implementation of the Plan, and instead the loans under the RBL Credit Agreement will be restructured as loans under the Exit Facility Credit Agreement as set forth herein and therein, and the Liens securing the RBL Credit Facility shall be retained by the Exit Facility Agent to secure the Exit Facility. As a condition precedent to receiving any distribution on account of its Senior Notes Claim, each Senior Noteholder shall be deemed to have surrendered its Senior Notes or other documentation underlying each Senior Notes Claim, and all such surrendered Senior Notes and other documentation shall be deemed to be cancelled pursuant to Article IV of the Plan except to the extent otherwise provided herein or in the Plan.

23. Preservation, Transfer, and Waiver of Rights of Action. In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations

contained in the Plan, including in Article VIII of the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided by the Plan or this Order. Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order of the Court, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore no preclusion doctrine, including, but not limited to, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of confirmation or consummation of the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors.

24. Operation as of Effective Date. As of the Effective Date, unless otherwise expressly provided in the Plan or this Order, the Reorganized Debtors may operate their businesses and may use, acquire and dispose of property and settle and compromise Claims and Interests without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and in all respects as if there were no pending cases under any chapter or provision of the Bankruptcy Code with respect to the Debtors.

25. Executory Contracts and Unexpired Leases.

(a) The assumption, assumption and assignment, or rejection, as applicable, of such Executory Contracts or Unexpired Leases as set forth in the Plan and the Rejected Executory Contract and Unexpired Lease List, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code, is hereby approved. Unless otherwise indicated, assumptions, assumptions and assignments, or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Court order but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Court authorizing and providing for its assumption under applicable federal law. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Court on or after the Effective Date by a Final Order. Notwithstanding anything to the contrary in the Plan or this Order, the Debtors, or the Reorganized Debtors, as applicable, shall have the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List at any time through and including thirty days after the Effective Date.

(b) Except as otherwise provided herein, in the Plan, or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. To the maximum extent permitted by law, to the extent that any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents,

or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any "change of control", "anti-assignment", "ipso facto", or similar provisions contained therein), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

(c) Nothing contained in the Plan or this Order or the listing of a document on the Rejected Executory Contract and Unexpired Lease List shall constitute an admission by the Debtors that such document is an executory contract or an unexpired lease or that any Debtor or its successors and assigns has any liability thereunder.

26. Distributions Under Plan.

(a) Except as set forth herein or in the Plan, each distribution under the plan (a "**Plan Distribution**") referred to in Article VI of the Plan shall be governed by the terms and conditions set forth herein and in the Plan applicable to such Plan Distribution and by the terms and conditions of the instruments evidencing or relating to such Plan Distribution, if any, which terms and conditions shall bind each entity receiving such Plan Distribution. Except as otherwise provided herein or in the Plan, Plan Distributions of consideration under the Plan shall be made by the Debtors or the Reorganized Debtors, as applicable, to the Distribution Agent for the benefit of the holders of Allowed Claims, and the other eligible entities under the Plan, as applicable. All Plan Distributions by the Distribution Agent according to the provisions of the

Plan shall be at the discretion of the Debtors or the Reorganized Debtors, as applicable, and the Distribution Agent shall not have any liability to any holder of an Allowed Claim or Allowed Interest for Plan Distributions made by it under the Plan.

(b) Commencing upon the Effective Date, the Debtors, Reorganized Debtors, the Distribution Agent, the RBL Agent, Exit Facility Agent, the Indenture Trustee, and the New Convertible Notes Indenture Trustee, as applicable, are hereby authorized and directed to distribute the amounts required under the Plan, this Order, or any other order of the Court, as applicable, to the holders of Allowed Claims or other eligible entities, as applicable, solely according to the provisions of the Plan, including, but not limited to, Article VI of the Plan, this Order, or any other order of the Court, as applicable.

27. Disputed Claims. The provisions of Article VII of the Plan, including, but not limited to, the provisions governing procedures for resolving Disputed Claims, are found to be fair and reasonable and are approved.

28. No Post-Petition Interest on Claims. Unless otherwise specifically provided for in the Plan or this Order, or required by applicable bankruptcy law, post-petition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

29. No Interest on Disputed Claims. Interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

30. Full and Final Satisfaction of Claims. Upon the Effective Date, all Claims against, or Interests in, any of the Debtors shall be deemed fixed and adjusted pursuant to the Plan, and the Debtors shall have no further liability on account of any Claims or Interests except

as set forth in the Plan or in this Order. Except as otherwise provided by the Plan or this Order, all payments and all distributions made by the Debtors or the Reorganized Debtors under, and in accordance with, the Plan shall be in full and final satisfaction, settlement, and release of all Claims and Interests.

31. Approval of Discharge, Releases, Injunctions, and Exculpations. In light of all of the circumstances and the record in the Chapter 11 Cases, including the evidence proffered or addressed at the Combined Hearing and through the Duginski Declaration, the First Day Declaration, the Legoudes Declaration, and the Gehring Declaration, each of the discharge, injunctions, indemnifications, and exculpations provided under the Plan, including those, without limitation, set forth in Articles VIII.B, VIII.C, VIII.D. VIII.E, VIII.F, and VIIIG of the Plan, are hereby approved as being (a) within the jurisdiction of the Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d), (b) an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code, (c) an integral element of the transactions and settlements incorporated in the Plan, (d) beneficial to, and in the best interests of, the Debtors and the Estates, (e) critical to the overall objections of the Plan, and (f) consistent with sections 105, 1123, 1129, and all applicable provisions of the Bankruptcy Code and applicable law.

32. Amendments and Modification of Plan. The amendments and modifications to the plan of reorganization since the filing thereof, including as may be reflected in the Plan, the Plan Supplement, and this Order, are approved in accordance with section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019(a). Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and (other than with respect to immaterial amendments or modifications to the Plan) subject to the reasonable consent of the Required Backstop Parties, the Required Consenting Noteholders, and the RBL Agent, and those restrictions on modifications set forth in the Plan and the

Restructuring Support Agreement, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Order, in such matters as may be necessary to carry out the purposes and intent of the Plan; *provided*, *however*, that Article X.A of the Plan or any consent rights therein may be modified only with the consent of the Required Backstop Parties, the Required Consenting Noteholders, and the RBL Agent.

33. Revocation or Withdrawal of Plan. The Debtors shall have the right, subject to the terms of the Restructuring Support Agreement, Article X of the Plan, and the Creditor Approval Rights, to revoke or withdraw the Plan before the Effective Date and to file subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if the Effective Date does not occur, then: (1) the Plan will be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant hereto will be null and void in all respects; and (3) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims, Interests, or Causes of Action, (b) prejudice in any manner the rights of any Debtor or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity.

34. Reversal. If any or all of the provisions of this Order are hereafter reversed, modified, or vacated by subsequent order of the Court or any other court of competent jurisdiction, such reversal, modification, or vacatur shall not affect the validity or the enforceability of (a) any act, obligations, indebtedness, liability, priority, or Lien incurred or undertaken by the Debtors or the Reorganized Debtors, as applicable, under or in connection

with the Plan (including, but not limited to, pursuant to any other order of the Court) prior to the date that the Debtors or the Reorganized Debtors received actual written notice of the effective date of any such reversal, modification, or vacatur or (b) any provisions of this Order that are not expressly reversed, modified, or vacated by such subsequent order of the Court or any other court of competent jurisdiction. Notwithstanding any such reversal, modification, or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Order, the Plan, and any amendments or modifications thereto.

35. Retention of Jurisdiction.

(a) Notwithstanding the entry of this Order and the occurrence of the Effective Date, on and after the Effective Date, the Court shall retain jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including, but not limited to, jurisdiction for the purposes set forth in Article XI of the Plan; *provided*, *however*, that the Court shall not retain jurisdiction over disputes concerning documents contained in the Plan Supplement, the Exit Facility Documents, or the New Convertible Notes that have a jurisdictional, forum selection or dispute resolution clause that refers disputes to a different court, and any disputes concerning documents contained in the Plan Supplement, the Exit Facility Documents, or the New Convertible Notes that contain such clauses shall be governed in accordance with the provisions of such documents.

(b) Notwithstanding any other provision in Article XI of the Plan to the contrary, nothing herein or in the Plan shall prevent the Reorganized Debtors from commencing and prosecuting any Causes of Action before any other court or judicial body which would otherwise have appropriate jurisdiction over the matter and parties thereto, and nothing

herein shall restrict any such courts or judicial bodies from hearing and resolving such Causes of Action.

36. Enforceability of Plan Documents. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code and the provisions of this Order, the Plan and all Plan-related documents (including all Definitive Documents) shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

37. Ownership and Control. The consummation of the Plan shall not, unless the Reorganized Debtors expressly agree in writing, constitute a change of ownership or change in control, as such terms are used in any statute, regulation, contract or agreement (including, but not limited to, any agreements assumed by the Debtors pursuant to the Plan or otherwise and any agreements related to severance or termination agreements or insurance agreements) in effect on the Effective Date and to which any of the Debtors is a party; *provided that* any change of control provisions in any employment agreements or programs to which the Reorganized Debtors are party shall only be modified with the consent of the applicable employee.

38. Successors and Assigns. Except as expressly set forth herein or in the Plan, the rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign, affiliate, officer, director, agent, representative, attorney, beneficiary, or guardian, if any, of each Entity.

39. No Successors In Interest. Except as to obligations expressly assumed pursuant to the Plan, the Reorganized Debtors shall not be deemed to be successors to the Debtors and shall not assume, nor be deemed to assume, or in any way be responsible for, any successor liability or similar liability with respect to the Debtors or the Debtors' operations that

are not expressly assumed or reinstated in connection with, or expressly provided by, the Plan or this Order.

40. Further Assurances. The holders of Claims receiving distributions under the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

41. Service of Documents. Any pleading, notice, or other document required by the Plan to be served shall be served pursuant to the terms of Article XII.G of the Plan.

42. Effectiveness of All Actions. Except as set forth in the Plan or this Order, all actions authorized to be taken pursuant to the Plan shall be effective on, prior to, or after the Effective Date pursuant to this Order, as applicable, without further notice to, or action, order, or approval of, the Court or further action by the respective shareholders, affiliates, subsidiaries, members (including, but not limited to, ex-officio members), officers, directors, principals, managers, trustees, employees, partners, agents, or representatives of the Debtors or the Reorganized Debtors and with the effect that such actions had been taken by unanimous action of such shareholders, affiliates, subsidiaries, members (including, but not limited to, ex-officio members), officers, directors, principals, managers, trustees, employees, partners, agents, or representatives.

43. Notice of Order and Effective Date; Substantial Consummation of Plan. The Solicitation Agent shall serve notice of the entry of this Order (by serving the "Notice of Effective Date" or otherwise) to (a) all holders of Claims or Interests and (b) those parties on whom the Plan, Disclosure Statement, and related documents were served. Such service constitutes good and sufficient notice pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c). On the Effective Date, or as soon thereafter as is reasonably practicable, the Debtors shall file with

the Court a "Notice of Effective Date" and cause the Solicitation Agent to serve such Notice of Effective Date by first class mail, postage prepaid, or by facsimile to those persons who have filed with the Court requests for notices pursuant to Bankruptcy Rule 2002, which notice and service shall constitute appropriate and adequate notice that the Plan has become effective. Upon the Effective Date, the Plan shall be deemed substantially consummated as to each Debtor entity, consistent with the definition of "substantial consummation" as defined in section 1101(2) of the Bankruptcy Code.

44. Transactions on Business Days. If any payment, distribution, act or deadline under the Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of such act, or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date.

45. Filing of Additional Documents. On or before substantial consummation of the Plan, the Debtors shall file with the Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

46. Utility Deposits. All utilities, including, but not limited to, any Person who received a deposit or other form of "adequate assurance" of performance pursuant to section 366 of the Bankruptcy Code during the Chapter 11 Cases (collectively, the "**Deposits**"), whether pursuant to the *Final Order (I) Prohibiting Utilities from Altering, Refusing, and Discontinuing Service, (II) Deeming Utilities Adequately Assured of Future Performance, and (III) Establishing Procedures for Resolving Requests by Utility Companies for Additional Adequate Assurance, and (IV) Authorizing Financial Institutions to Honor and Process Related Checks and Fund Transfers* [D.I. 165] or otherwise, including, but not limited to, gas, electric, and telephone services, are directed to return such Deposits to the Reorganized Debtors, either by setoff against

valid and undisputed post-petition indebtedness or by Cash refund, within thirty (30) days following the Effective Date; *provided*, *however*, that there are no outstanding disputes related to post-petition payments due.

47. General Authorizations. Pursuant to section 1142 of the Bankruptcy Code, Section 303 of the Delaware General Corporation Law, and any comparable provisions of the business corporation or similar law of any applicable state, the Debtors, the Reorganized Debtors, and any other necessary parties are authorized and empowered (but not directed) without further corporate action or action by the Debtors' directors, members, partners, shareholders, or any other person to (a) execute and deliver any instrument, agreement, or document, (b) adopt amendments to by-laws or similar governing documents, (c) appoint, on the Effective Date, the board of directors or other similar governing body of each Reorganized Debtor, and (d) perform any act that is necessary, desirable, or required to comply with the terms and conditions of the Plan and this Order and consummation of the Plan, and are authorized and empowered (but not directed), without limitation, to take all actions necessary or appropriate to enter into, implement, perform under, and consummate the contracts, instruments, and other agreements or documents created in connection with the Plan, including, without limitation, entering into the Definitive Documents.

48. Professional Fee Claims.

(a) All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be filed no later than 45 days after the Effective Date. The Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, and prior Court orders. The amount of the Allowed Professional Fee Claims owing to the Professionals shall be paid in Cash

to such Professionals, including from funds held in the Professional Fee Escrow Account when such Professional Fee Claims are Allowed by entry of an order of the Court.

(b) As soon as reasonably practicable after the Confirmation Date, and no later than one Business Day prior to the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals and for no other Entities until all Professional Fee Claims Allowed by the Court have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Court. No Liens, claims, or interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. Such funds shall not be considered property of the Estates, the Debtors, or the Reorganized Debtors.

(c) The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals from the funds held in the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by an order of the Court; *provided*, *however*, that obligations with respect to Allowed Professional Fee Claims shall not be limited nor be deemed limited to funds held in the Professional Fee Escrow Account. When all Professional Fee Claims Allowed by the Court have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Court, any remaining funds held in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further notice to or action, order, or approval of the Court or any other Entity.

49. Payment of Statutory Fees. All fees payable pursuant to section 1930(a) of the Judicial Code related to the Chapter 11 Cases, including fees and expenses payable to the U.S. Trustee will be paid by each of the applicable Reorganized Debtors for each quarter

(including any fraction thereof) until the applicable Chapter 11 Case of such Reorganized Debtor is converted, dismissed, or closed, whichever occurs first.

50. Term of Injunctions or Stays. Unless otherwise provided in this Order or the Plan, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court, and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Order), shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Order shall remain in full force and effect in accordance with their terms.

51. Plan Supplement. All materials included in the Plan Supplement (as may be amended in accordance with the terms of the Plan or this Order) are integral to, part of, and incorporated by reference into the Plan. The Plan Supplement (as may be amended in accordance with the terms of the Plan or this Order) and all related documents are hereby approved, including, but not limited to, (a) the New Corporate Governance Documents; (b) the New Stockholders Agreement; (c) the Restructuring Steps Memorandum; (d) the identity of the members of the Reorganized Chaparral Parent Board and the officers of Reorganized Chaparral Parent; (e) the Backstop Commitment Agreement; (f) the Exit Facility Credit Agreement; (g) the New Convertible Notes Indenture; and (h) the New Warrants Agreements, and all other documents, instruments or agreements necessary or appropriate to implement the Plan and the transactions contemplated thereby.

52. Documents, Mortgages, and Instruments**.** Each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the Plan, including the Restructuring Transactions, and this Order.

53. Entire Agreement. Except as otherwise indicated, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

54. Headings. The headings contained within this Order are used for the convenience of the parties and shall not alter or affect the meaning of the text of this Order.

55. Board of Directors. On the Effective Date, the terms of the current members of the Chaparral Parent board of directors shall expire, and the Reorganized Chaparral Parent Board will include those directors set forth in the list of directors of the Reorganized Debtors included in the Plan Supplement. On the Effective Date, the officers and overall management structure of Reorganized Chaparral Parent, and all officers and management decisions with respect to Reorganized Chaparral Parent (and/or any of its direct or indirect subsidiaries), compensation arrangements, and affiliate transactions shall only be subject to the approval of the Reorganized Chaparral Parent Board. From and after the Effective Date, each director, officer, or manager of the Reorganized Debtors shall be appointed and serve pursuant to the terms of their respective charters and bylaws or other formation and constituent documents, the New Stockholders Agreement, and the New Corporate Governance Documents, and applicable laws of the respective Reorganized Debtor's jurisdiction of formation. To the extent that any such director or officer of the Reorganized Debtors is an "insider" pursuant to section 101(31) of the Bankruptcy Code, the Debtors will disclose the nature of any compensation paid to such director or officer, to the extent known.

56. Non-Severability. Except as set forth in Article VIII of the Plan, the provisions of the Plan, including its release, injunction, exculpation and compromise provisions, and the Plan Supplement documents, are mutually dependent and non-severable. Each term and

provision of the Plan and the Plan Supplement documents are (1) valid and enforceable pursuant to their terms; (2) integral to the Plan an may not be deleted or modified without the consent of the Debtors; and (3) non-severable and mutually dependent. The provisions of the Plan shall not be severable unless such severance is agreed to by the Debtors (or, if after the Effective Date, the Reorganized Debtors), subject to the Creditor Consent Rights, and such severance would constitute a permissible modification of the Plan pursuant to section 1127 of the Bankruptcy Code.

57. Effect of Non-Occurrence of Conditions to Effective Date. If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (a) constitute a waiver or release of any Claims by or Claims against or Interests in the Debtors; (b) prejudice in any manner the rights of the Debtors, any holders of a Claim or Interest or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any holders of Claims or Interests, or any other Entity in any respect.

58. Certain Governmental Matters. Notwithstanding any provision in the Plan, the Plan Supplement, this Order or other Plan related documents (as used solely in this paragraph 58, collectively, the "**Plan Documents**"): nothing discharges or releases the Debtors, the Reorganized Debtors, or any non-debtor from any right, claim, liability, defense or Cause of Action of the United States or any State, or impairs the ability of the United States or any State to pursue any right, claim, liability, defense, or Cause of Action against any Debtor, Reorganized Debtor or non-debtor. Contracts, purchase orders, agreements, leases, covenants, guaranties, indemnifications, operating rights agreements or other interests of or with the United States or any State shall be, subject to any applicable legal or equitable rights or defenses of the Debtors, their estates, or Reorganized Debtors or any other party in interest under applicable non-

bankruptcy law, paid, treated, determined and administered in the ordinary course of business as if the Debtors' bankruptcy cases were never filed and the Debtors and Reorganized Debtors shall comply with all applicable non-bankruptcy law. All rights, claims, liabilities, defenses or Causes of Action, of or to the United States or any State shall survive the Chapter 11 Cases as if they had not been commenced and be determined in the ordinary course of business, including in the manner and by the administrative or judicial tribunals in which such rights, claims, liabilities, defenses or Causes of Action would have been resolved or adjudicated if the Chapter 11 Cases had not been commenced; *provided*, that nothing in the Plan Documents shall alter any legal or equitable rights or defenses of the Debtors, the Reorganized Debtors under non-bankruptcy law with respect to any such claim, liability, or cause of action. Without limiting the foregoing, for the avoidance of doubt, nothing shall: (i) require the United States or any State to file any proofs of claim or administrative expense claims in the Chapter 11 Cases for any right, claim, liability, defense, or Cause of Action; (ii) affect or impair the exercise of the United States' or any State's police and regulatory powers against the Debtors, the Reorganized Debtors or any non-debtor; (iii) be interpreted to set cure amounts or to require the United States or any State to novate or otherwise consent to the transfer of any federal or state contracts, purchase orders, agreements, leases, covenants, guaranties, indemnifications, operating rights agreements or other interests; (iv) affect or impair the United States' or any State's rights and defenses of setoff and recoupment, or ability to assert setoff or recoupment against the Debtors or the Reorganized Debtors and such rights and defenses are expressly preserved; (v) constitute an approval or consent by the United States or any State without compliance with all applicable legal requirements and approvals under non-bankruptcy law; or (vi) relieve any party from compliance with all licenses and permits issued by governmental units in accordance with non-bankruptcy law.

59. Special Provisions.

(a) *Securities and Exchange Commission*. Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan, and/or this Order, no provision of this Plan or this Order shall (i) preclude the United States Securities and Exchange Commission ("**SEC**") from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any non-debtor person or entity in any forum.

(b) *Railroad Commission of Texas*. Nothing in this Order or the Plan discharges, releases, precludes, or enjoins: (i) any liability to any Governmental Unit that is not a Claim; (ii) any Claim of a Governmental Unit arising on or after the Confirmation Date; (iii) any police or regulatory liability to a Governmental Unit that any entity would be subject to as the owner or operator of property after the Confirmation Date; or (iv) any liability to a Governmental Unit on the part of any non-debtor. Nor shall anything in this Order or the Plan enjoin or otherwise bar a Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding sentence. Notwithstanding any provision of the Plan, this Order, or any implementing or supplementing plan documents, Governmental Units' setoff rights under federal law as recognized in section 553 of the Bankruptcy Code, and recoupment rights, in either case if any, shall be preserved and are unaffected. Nothing in this Order or the Plan divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or the Plan to adjudicate any defense asserted under this Order or the Plan.

(c) *Texas Taxing Authority*. Notwithstanding any other provision or the plan or this order, the Certain Texas Taxing Entities[4] shall be classified in Class 1 as "Other Secured Claims" and paid in full in cash (a) within ten business days after the Effective Date or as soon thereafter as is reasonably practical, or (b) when due according to their terms, whichever occurs later. The prepetition and postpetition tax liens, including statutory liens and privileges, if any, of the Certain Texas Taxing Entities, to the extent that the Certain Texas Taxing Entities are entitled to such liens, shall be expressly retained in accordance with applicable non-bankruptcy law with respect to taxes payable under applicable state law to the Certain Texas Taxing Entities in the ordinary course of business, until such time as such allowed Other Secured Claims to the Certain Texas Taxing Entities are paid in full. Claims of the Certain Texas Taxing Entities shall include all accrued interest properly charged under applicable non-bankruptcy law through the date of payment. Any postpetition ad valorem tax liabilities incurred by the Debtors after the Petition Date shall be paid by the Debtors in the ordinary course of business, subject to applicable non-bankruptcy laws including penalty and interest, when due without further notice to of order of this Court. All rights of the Certain Texas Taxing Entities are reserved with respect to any failure of the Debtors to pay the Other Secured Claims of the Certain Texas Taxing Entities.

(d) *Texas Comptroller*. The following provisions of this Order will govern the treatment of the Texas Comptroller of Public Accounts (the "Texas Comptroller") concerning the duties and responsibilities of the Debtors and the Reorganized Debtors relating to all unclaimed property presumed abandoned (the "Texas Unclaimed Property") under Texas

[4] "Certain Texas Taxing Entities" means each of the taxing authorities represented by Perdue, Brandon, Fielder, Collins & Mott, LLC

Property Code, Title 6, Chapters 72-76 and other applicable Texas laws (the "Texas Unclaimed Property Laws"):

(i) Notwithstanding section 362 of the Bankruptcy Code, after the Effective Date, the Texas Comptroller and its agents may commence an audit of the Debtors in accordance with the Texas Unclaimed Property Laws (the "Texas Unclaimed Property Audit") and pursue recovery of any unremitted Texas Unclaimed Property identified pursuant to the Texas Unclaimed Property Audit. The Debtors and the Reorganized Debtors shall fully cooperate with the Auditors to enable them to accurately and timely perform the Texas Unclaimed Property Audit by making the entities' employees, professionals, books, and records available.

(ii) The Debtors' rights and defenses with respect to any allegations and claims asserted against the Debtors arising from or relating to the Texas Unclaimed Property Audit are hereby reserved; provided, however, that upon agreement between the Debtors or the Reorganized Debtors and the Texas Comptroller or a final nonappealable determination by a court or other tribunal with jurisdiction as to the amount of unremitted Texas Unclaimed Property, if any, that is due in connection with the Texas Unclaimed Property Audit, the Debtors or the Reorganized Debtors shall turn over such unremitted Texas Unclaimed Property to the Texas Comptroller.

(iii) The Texas Comptroller may file or amend any Proofs of Claim in these Chapter 11 Cases following the Effective Date as a result of the filing of any property reports or in the ordinary course of the Unclaimed Property Audit.

(iv) Nothing herein precludes Debtors and Reorganized Debtors from compliance with continued obligations pursuant to Texas Unclaimed Property Laws.

(e) *Sightline Petroleum, LLC.* For the avoidance of doubt, the Plan shall not discharge, release, enjoin, stay, or otherwise impair any claims or defenses of Sightline Petroleum, LLC against Chaparral Energy, LLC asserted in the litigation pending before the District Court for Oklahoma County styled Sightline Petroleum, LLC v. Chaparral Energy,

L.L.C. (Case No. CJ-2019-2887) and, as of the Effective Date, the continuation of such litigation shall not be stayed by section 362 of the Bankruptcy Code.

(f) *The Chubb Group*. Notwithstanding anything to the contrary in the Disclosure Statement, Definitive Documents (including Plan sections V.A., V.F., and V.G.), Restructuring Support Agreement, this Order, or any other document related to any of the foregoing or any other order of the Court (including, without limitation, any other provision that purports to be preemptory or supervening, grants an injunction, discharge or release, confers Court jurisdiction or requires a party to opt out of any releases) and as a supplement to Plan section V.D.:

(i) as of the Effective Date, the Debtors and Reorganized Debtors: shall jointly and severally assume, pursuant to sections 105 and 365 of the Bankruptcy Code, all insurance policies issued at any time to any of the Debtors (or their predecessors) by ACE American Insurance Company, Federal Insurance Company and each of their U.S.-based affiliates (collectively, "**Chubb**") and all agreements, documents and instruments relating thereto (collectively and including any D&O Liability Insurance Policies and other director and officer liability insurance policies issued at any time by Chubb, the "Chubb Insurance Program") in their entirety and pursuant to their terms and conditions;

(ii) nothing shall alter, modify or otherwise amend the terms and conditions of the Chubb Insurance Program;

(iii) on and after the Effective Date, the Reorganized Debtors shall be liable in full for all of the obligations and amounts arising under the Chubb Insurance Program, regardless of whether they arise or become due before or after the Effective Date, without the need or requirement for Chubb to file or serve any objection to a notice of proposed Cure Amount (or lack of such notice) or to file or serve a proof of Claim or request, motion, or application for payment of an Administrative Claim (and, for the avoidance of doubt, Chubb shall not be subject to any Claim bar date or similar deadline or provision of the Plan governing a Cure Amount or Administrative Claim); and

(iv) the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in Article VIII of the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Court, solely to permit: (i) claimants with valid workers' compensation claims or direct action claims against Chubb under applicable non-bankruptcy law to proceed with their claims; (ii) Chubb to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against Chubb under applicable non-bankruptcy law or an order has been entered by this Court granting a claimant relief from the automatic stay or the injunctions set forth in Article VIII of the Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing; and (iii) as of the Effective Date and subject to the terms of the Chubb Insurance Program and/or applicable non-bankruptcy law, Chubb to (A) cancel any policies under the Chubb Insurance Program, and (B) take other actions relating to the Chubb Insurance Program (including effectuating a setoff).

(g) *Certain Seismic and Geological Counterparties*. Notwithstanding anything in the Plan, the Plan Supplement, any schedule of Assumed Executory Contracts and Unexpired Leases, any schedule of Rejected Executory Contracts and Unexpired Leases, or this Order, (i) the transfer under the Plan of any seismic, geological, or geophysical data, derivatives, or interpretations thereof, or of intellectual property (collectively, the "**Materials**") owned by (a) TGS-NOPEC Geophysical Company ASA, TGS-NOPEC Geophysical Company, A2D Technologies, Inc., d/b/a TGS Geological Products and Services, successor to A2D LP, or their affiliates and/or (b) CGG Land (U.S.) Inc., or its affiliates (collectively, the "**Seismic and Geological Counterparties**"); and/or (ii) the assumption, assumption and assignment, rejection, modification, termination or release (including validity and applicability of the provisions of the Plan with respect to any change in ownership or control provisions) under the Plan of any master license agreement, license agreement, and/or supplemental or related agreements between any of the Seismic and Geological Counterparties and any Debtor (the "**Seismic or Geological**

Agreements"), in each case, shall remain subject to a subsequent order of the Court after notice to the applicable Seismic and Geological Counterparty and an opportunity to respond; *provided, however*, that Reorganized Chaparral Parent and/or the Reorganized Debtors are authorized to continue operating under the Seismic or Geological Agreements (including the use of the Materials and any intellectual property thereunder) in the ordinary course of business (without the payment of any change in ownership or control fees) until the earliest of (x) sixty (60) days from the entry of this Order or such later date as may be agreed between the Reorganized Chaparral Parent and/or the Reorganized Debtors and the applicable Seismic and Geological Counterparty and (y) the date such agreements are deemed assumed, assumed and assigned, rejected or terminated, in which case, the order authorizing such assumption, assumption and assignment, rejection or termination, shall govern with respect to all matters provided for therein, including any continued operation under the applicable Seismic or Geological Agreement; *provided further* that all rights and defenses of the Debtors (including Reorganized Chaparral Parent and the Reorganized Debtors) and the Seismic and Geological Counterparties under non-bankruptcy and bankruptcy law, and all objections of the Seismic or Geological Counterparties (and the Debtors', Reorganized Chaparral Parent's, and the Reorganized Debtors' rights and defenses with respect thereto) to the terms of the Plan, insofar as they should relate or be applied to the Seismic and Geological Counterparties and regarding assumption or assumption and assignment (including all rights and defenses under section 365 of the Bankruptcy Code and with respect to the validity and enforceability of change in ownership and control provisions and whether any Materials constitute intellectual property), are reserved and preserved with respect to such Seismic or Geological Agreements.

(h) *Department of Justice*. Nothing discharges or releases the Debtors, the Reorganized Debtors, or any non-debtor from any right, claim, liability, defense or Cause of

Action of the United States or any federally-recognized Indian tribes or Indian individuals with (a) lands or minerals held in federal trust or (b) lands held in fee with federal restriction on alienation (collectively, "**Indian Landowners**") or any State, or impairs the ability of the United States, Indian Landowners or any State to pursue any right, claim, liability, defense, or Cause of Action against any Debtor, Reorganized Debtor or non-debtor. Contracts, purchase orders, agreements, leases, covenants, guaranties, indemnifications, operating rights agreements or other interests of or with the United States, Indian Landowners or any State shall be, subject to any applicable legal or equitable rights or defenses of the Debtors or Reorganized Debtors under applicable non-bankruptcy law, paid, treated, determined and administered in the ordinary course of business as if the Debtors' bankruptcy cases were never filed and the Debtors and Reorganized Debtors shall comply with all applicable non-bankruptcy law. All rights, claims, liabilities, defenses or Causes of Action, of or to the United States, Indian Landowners or any State shall survive the Chapter 11 Cases as if they had not been commenced and be determined in the ordinary course of business, including in the manner and by the administrative or judicial tribunals in which such rights, claims, liabilities, defenses or Causes of Action would have been resolved or adjudicated if the Chapter 11 Cases had not been commenced; provided, that nothing in the Plan Documents shall alter any legal or equitable rights or defenses of the Debtors or the Reorganized Debtors under non-bankruptcy law with respect to any such claim, liability, or cause of action. Without limiting the foregoing, for the avoidance of doubt, nothing shall: (i) require the United States, Indian Landowners or any State to file any proofs of claim or administrative expense claims in the Chapter 11 Cases for any right, claim, liability, defense, or Cause of Action; (ii) affect or impair the exercise of the United States', any Indian Landowner's or any State's police and regulatory powers against the Debtors, the Reorganized Debtors or any non-debtor; (iii) be interpreted to set cure amounts or to require the United States, Indian

Landowners or any State to novate or otherwise consent to the transfer of any federal, Indian Landowner or state contracts, purchase orders, agreements, leases, covenants, guaranties, indemnifications, operating rights agreements or other interests; (iv) affect or impair the United States', Indian Landowner's or any State's rights and defenses of setoff and recoupment, or ability to assert setoff or recoupment against the Debtors or the Reorganized Debtors and such rights and defenses are expressly preserved; (v) constitute an approval or consent by the United States, Indian Landowners or any State without compliance with all applicable legal requirements and approvals under non-bankruptcy law; (vi) impair the audit rights or alter any applicable statute of limitations of, or with respect to, any administrative review process of the United States Department of Interior ("**DOI**") and DOI shall retain and have the right to audit and/or perform any compliance review, including but not limited to pending Audit Case No. 15-00263 and CIM No. 20-00047, and collect additional monies from the Debtors or the Reorganized Debtors in the ordinary course as if the bankruptcy cases had not been commenced; or (vii) relieve any party from compliance with all licenses and permits issued by governmental units in accordance with non-bankruptcy law.

(i) *Sureties*. Notwithstanding any other provision of this Order (together with any orders, documents or agreements relating thereto and any amended versions of the foregoing, as used solely in this paragraph 57(i), the "**Plan Documents**"), the rights of US Specialty Insurance Company (together with any and all of its surety affiliates, "**Surety**") against any of the Debtors and their non-debtor affiliates in connection with: (i) surety bonds or similar or related instruments issued and/or executed by the Surety on behalf of certain of the Debtors and/or their non-debtor affiliates (each a "**Bond**" and collectively the "**Bonds**"); (ii) any and all indemnity-related agreements, including, but not limited to, the Payment and Indemnity Agreement executed by Chaparral L.L.C., and Chaparral Energy, Inc., on or about June 18,

2004 (collectively, "Indemnity Agreement"); (iii) any and all collateral-related agreements, including, but not limited to, the Collateral Security Agreement and Receipt bearing number 23046, executed by Chaparral Energy, Inc., Chaparral Energy, L.L.C., and Chaparral Energy, L.L.C. (collectively, "**Collateral Agreement**"); (iv) any cash collateral or other collateral of the Surety; and (v) any related documents ((i) through (v), collectively, the "**Surety Assets**") are not affected, impacted or impaired by the Plan Documents. Notwithstanding any provision in the Plan Documents to the contrary: (a) all set-off, recoupment, trust and lien rights, and all security interests, of the Surety and any obligee and/or beneficiary under any Bond are preserved against the Debtors and their non-debtor affiliates, and, further, all parties' right and defenses with respect to any such rights and/or interests are also preserved; (b) the Indemnity Agreement, the Collateral Agreement and the Bonds are assumed by the Debtors; (c) the Surety reserves all of its rights to modify, extend and/or cancel any Bond; (d) the Surety has no obligation to issue or execute any new bond on behalf of any entity, and the Surety has no obligation to extend, modify or increase the amount of any Bond; (e) the Surety will not be deemed to have released any of the Debtors or their non-debtor affiliates and the Surety will not be enjoined from pursuing any of its rights against any of them; (f) the Surety will be deemed to have opted-out of third-party releases and such third-party releases shall not apply to the Surety; (g) to the extent the Surety pays or has paid, in part or in full, a claim which relates to a claim against any of the Debtors, said claim against any of the Debtors shall not be eliminated or reduced solely as a result of the Surety having paid such claim and all the Surety's subrogation rights shall, subject to all applicable non-bankruptcy law, remain and shall not be subordinated to any remaining claim or claims of said party against any of the Debtors or other party; and (h) the Surety shall not be required to file any claims against any of the Debtors in these Bankruptcy cases.

60. References to and Omissions of Plan Provisions. References to articles, sections, and provisions of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any particular article, section, or provision of the Plan in this Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Court that the Plan be confirmed in its entirety, except as expressly modified herein, and incorporated herein by reference.

61. Waiver of Section 341(a) Meeting. As of the Confirmation Date, the meeting of the Debtors' creditors under Section 341(a) of the Bankruptcy Code (the "**Creditors' Meeting**") has not been convened. The convening of the Creditors' Meeting is hereby waived in accordance with the Combined Hearing and Solicitation Order.

62. Termination of Challenge Period. The Challenge Period (as defined in the final Cash Collateral Order) is terminated as of the date hereof, and the stipulations, admissions, waivers, and releases contained in the final Cash Collateral Order shall be binding on the Debtors' estates and all parties in interest.

63. Waiver of Stay. The stay of this Order provided by any Bankruptcy Rule (including Bankruptcy Rule 3020(e)), whether for fourteen (14) days or otherwise, is hereby waived, and this Order shall be effective and enforceable immediately upon its entry by the Court.

64. Final Order. This Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof.

65. Closing of Chapter 11 Cases. The Reorganized Debtors shall promptly, upon the full administration of the Chapter 11 Cases, file with the Court all documents required by the Bankruptcy Rules and any applicable orders of the Court to close the Chapter 11 Cases.

66. Binding Effect; Waiver of Bankruptcy Rules 3020(e), 6004(h), and 7062 and Federal Rule of Civil Procedure 62(a). The 14-day stay provided by Bankruptcy Rules 3020(e), 6004(h), and 7062 and Federal Rule of Civil Procedure 62(a) shall not apply to this Order. Immediately upon the entry of this Order, (a) the provisions of the Plan shall be binding upon (i) the Debtors, (ii) all holders of Claims against, or Interests in, the Debtors, whether or not Impaired under the Plan and whether or not, if Impaired, such holders accepted the Plan, (iii) each Person acquiring property under the Plan, (iv) any other party in interest, (v) any Person making an appearance in the Chapter 11 Cases, and (vi) each of the foregoing's respective heirs, successors, assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians, and (b) the Debtors authorized to consummate the Plan immediately upon entry of this Order.

67. Conflicts with This Order. The provisions of the Plan and this Order shall be construed in a manner consistent with each other so as to effect the purpose of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any provision of this Order that cannot be so reconciled, then solely to the extent of such inconsistency, the provisions of this Order shall govern, and any provision of this Order shall be deemed a modification of the Plan and shall control and take precedence. Subject to paragraph 34 of this Order, the provisions of this Order are integrated with each other and are non-severable and mutually dependent.