

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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 In re: : Chapter 11
 :
 CHAPARRAL ENERGY, INC., et al., : Case No. 16-_____ (_____)
 :
 Debtors.¹ : Joint Administration Pending
 :
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**MOTION OF DEBTORS FOR ORDER UNDER
11 U.S.C. §§ 105(a) AND 366 (I) PROHIBITING UTILITY COMPANIES FROM
ALTERING OR DISCONTINUING SERVICE ON ACCOUNT OF PREPETITION
INVOICES, (II) APPROVING DEPOSIT AS ADEQUATE ASSURANCE OF PAYMENT,
AND (III) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS
BY UTILITY COMPANIES FOR ADDITIONAL ASSURANCE OF PAYMENT**

The debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) hereby move (the “**Motion**”) for entry of interim and final orders substantially in the forms attached hereto as Exhibit B and Exhibit C (respectively, the “**Interim Order**” and the “**Final Order**”), under Sections 105(a) and 366 of title 11 of the United States Code (the “**Bankruptcy Code**”), (a) prohibiting the Debtors’ utility service providers from altering, refusing, discontinuing service, or discriminating against the Debtors, (b) approving an adequate assurance deposit as adequate assurance of postpetition payment to the utility companies, and (c) establishing procedures for resolving any subsequent requests by the utility companies for additional adequate assurance of payment. In support of the Motion, the Debtors rely upon and

¹ The Debtors in these cases, along with the last four (or five digits, in cases in which multiple Debtors have the same last four digits) 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); Green Country Supply, Inc. (2723); and Roadrunner Drilling, L.L.C. (2399). The Debtors’ address is 701 Cedar Lake Blvd., Oklahoma City, OK 73114.



incorporate by reference the *Declaration of Mark A. Fischer, Chief Executive Officer of Chaparral Energy, Inc., in Support of Chapter 11 Petitions and First Day Pleadings*, filed with the Court concurrently herewith (the “**Fischer Declaration**”). In further support of the Motion, the Debtors, by and through their undersigned counsel, respectfully represent as follows:

JURISDICTION

1. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are Bankruptcy Code Sections 105(a) and 366. Such relief is warranted under Bankruptcy Rule 6003.

BACKGROUND

2. On the date hereof (the “**Petition Date**”), the Debtors filed voluntary petitions in this Court commencing cases for relief under Chapter 11 of the Bankruptcy Code (the “**Chapter 11 Cases**”). The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the Fischer Declaration.

3. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to Bankruptcy Code Sections 1107 and 1108. No trustee or examiner has been requested in the Chapter 11 Cases, and no committees have yet been appointed.

RELIEF REQUESTED

4. By this Motion, the Debtors request entry of interim and final orders, substantially in the form of Exhibits B and C, respectively, attached hereto, approving procedures that would provide adequate assurance of payment to their utility service providers

(the “**Utility Companies**”)² under Bankruptcy Code Section 366, while allowing the Debtors to avoid the threat of imminent termination of electricity, water, natural gas, waste removal, telephone, internet, alarm, telecommunication and similar utility products and services (collectively, the “**Utility Services**”) from the Utility Companies. Specifically, the Debtors request entry of interim and final orders (a) approving the Debtors’ deposit of \$1,400,000 (which is approximately fifty percent (50%) of the estimated monthly cost of the Utility Services based on historical averages over the preceding twelve (12) months) into a newly created, segregated, interest-bearing account, as adequate assurance of postpetition payment to the Utility Companies pursuant to Bankruptcy Code Section 366(b), (b) approving the additional adequate assurance procedures described below as the method for resolving disputes regarding adequate assurance of payment to Utility Companies, and (c) prohibiting the Utility Companies from altering, refusing, or discontinuing services to or discriminating against the Debtors except as may be permitted by the proposed procedures.

BASIS FOR RELIEF

A. The Debtors’ Utility Companies

5. As of the Petition Date, approximately one hundred and ten (110) Utility Companies provide Utility Services to the Debtors at various locations through approximately two hundred (200) accounts. The Utility Companies primarily service the Debtors’ corporate office in Oklahoma and the Debtors’ operations and facilities related to oil and gas production

² The Utility Companies known to and identified by the Debtors to date are listed on Exhibit A hereto. While the Debtors have used their best efforts to list all of their Utility Companies on Exhibit A, it is possible that certain Utility Companies may have been inadvertently omitted from this list. Accordingly, the Debtors reserve the right, under the terms and conditions of this Motion and without further order of the Court, to amend Exhibit A to add any Utility Companies that were omitted therefrom and to request that the relief requested herein apply to all such entities as well. In addition, the Debtors reserve the right to assert that any of the entities now or hereafter listed on Exhibit A is not a “utility” within the meaning of Bankruptcy Code Section 366(a).

and development in Oklahoma, Texas, and Kansas. On average, prior to the Petition Date, the Debtors were directly invoiced approximately \$2,600,000 each month for utility costs and generally made timely payments of utility costs. The Debtors are not currently aware of any past due amounts owed to any of the Utility Companies. Based on the timing of the filings in relation to the Utility Companies' billing cycles, however, there may be prepetition utility costs that have been invoiced to the Debtors for which payment is not yet due and prepetition utility costs for services provided since the end of the last billing cycle that have not yet been invoiced to the Debtors.

6. The Utility Services are crucial to the continued operations of the Debtors' business. As described in the Fischer Declaration, the Debtors are involved in the acquisition, exploration, development, production and operation of oil and natural gas properties and facilities primarily in Oklahoma, Texas and Kansas. The Debtors generate their revenues primarily through their interests in oil, gas and mineral leases, either by (i) their operation of oil and natural gas properties or (ii) through their rights and ownership in oil and natural gas properties operated by others under joint operating agreements, pooling agreements, unitization agreements, or similar agreements (collectively, "**Joint Operating Agreements**") in which Debtors have an interest. Where the Debtors serve as the operator pursuant to a Joint Operating Agreement, the Debtors must run their exploration and production equipment at nearly all times in order to effectively operate oil and gas properties, which they would be unable to do without the Utility Services. Further, the Debtors cannot operate their headquarters, from which they initiate all required transfers to operators, working interest holders, and royalty interest holders required pursuant to the Joint Operating Agreements to which the Debtors are a party. The failure to make such payments could result in such parties asserting statutory liens or the removal

of the Debtors as operator under various Joint Operating Agreements. Furthermore, the Utility Services are necessary to prevent blowouts and fires from damaging the Debtors' wells and other nearby property. Accordingly, if the Utility Companies refuse or discontinue service, even for a brief period, the Debtors' wells could pose a significant safety risk to people and property nearby, the Debtors' business operations would be severely disrupted, and the Debtors could be forced to cease operations.

B. The Adequate Assurance Deposit

7. The Debtors intend to pay all postpetition obligations owed to the Utility Companies in a timely manner. Nevertheless, to provide additional assurance of payment for future services to the Utility Companies, the Debtors will deposit \$1,400,000, which is an amount equal to approximately fifty percent (50%) of the estimated monthly cost of the Utility Services, into a newly created, segregated, interest-bearing account, within twenty (20) days of the Petition Date (the "**Adequate Assurance Deposit**"). The Adequate Assurance Deposit will be maintained during the Chapter 11 Cases with a minimum balance equal to 50% of the Debtors' estimated monthly cost of Utility Services. The Adequate Assurance Deposit may be adjusted by the Debtors to account for the termination of Utility Services by the Debtors or other arrangements with respect to adequate assurance of payment reached with individual Utility Companies.

8. The Debtors further propose that, to the extent the Debtors become delinquent with respect to a Utility Company's account, such Utility Company shall be permitted to file a written notice of such delinquency (the "**Delinquency Notice**") with the Court and serve such Delinquency Notice on: (a) Chaparral Energy, Inc., 701 Cedar Lake Blvd., Oklahoma City, OK 73114 (Attn: Linda Byford); (b) Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Attn: David F. McElhoe, Esq.); (c) Richards, Layton & Finger, P.A., One

Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight, Esq.); (d) counsel to the administrative agent for the Debtors' prepetition secured financing, Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700, Dallas, Texas 75201 (Attn: Chris Dewar, Esq.); (e) counsel to the ad hoc committee of the holders of the Debtors' prepetition unsecured notes, Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, NY 10005 (Attn: Evan Fleck, Esq. and Michael Price, Esq.); (f) counsel to the official committee of unsecured creditors, if one is appointed; and (g) the United States Trustee for the District of Delaware (each, a "**Delinquency Notice Party**"). Such Delinquency Notice must (a) set forth the amount of the delinquency, (b) set forth the location for which utility services are provided, and (c) provide the Debtors' account number(s) with the Utility Company that have become delinquent.

9. The Debtors propose that if such delinquency is not cured and no Delinquency Notice Party has objected to the Delinquency Notice within ten (10) days of its receipt thereof, the Debtors will be required to (a) remit to such Utility Company from the Adequate Assurance Deposit the amount of postpetition charges claimed as delinquent in the Delinquency Notice and (b) replenish the Adequate Assurance Deposit for the amount remitted to such Utility Company. If a Delinquency Notice Party objects to the Delinquency Notice, then the Debtors propose that the Court hold a hearing to resolve the dispute and determine whether a payment should be remitted from the Adequate Assurance Deposit and, if such payment is warranted, how much should be remitted.

10. The Debtors submit that the Adequate Assurance Deposit, in conjunction with the Debtors' ability to pay for future Utility Services in the ordinary course of business, constitutes sufficient adequate assurance to the Utility Companies. If any Utility Company

believes that additional assurance is required, it may request such assurance pursuant to the Additional Adequate Assurance Procedures described below.

C. The Additional Adequate Assurance Procedures

11. In the event that any Utility Company requests additional adequate assurance of payment pursuant to Bankruptcy Code Section 366(c)(2), the Debtors propose that such request be addressed pursuant to the following procedures (the “**Additional Adequate Assurance Procedures**”):

- (a) Except as provided by the Additional Adequate Assurance Procedures, the Utility Companies are forbidden to (i) alter, refuse or discontinue services to, or discriminate against, the Debtors on account of unpaid prepetition invoices or any objections to the Debtors’ Adequate Assurance Deposit or due to the commencement of the Chapter 11 Cases or (ii) require the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the establishment of the Adequate Assurance Deposit.
- (b) The Debtors will serve on the Utility Companies (i) copies of this Motion and the interim order granting the relief requested herein within forty-eight (48) hours after the entry of the interim order and (ii) a copy of the final order granting the relief requested herein within forty-eight (48) hours after the entry of the final order.³
- (c) In the event that a Utility Company asserts that the Adequate Assurance Deposit is not satisfactory adequate assurance of payment as contemplated by Bankruptcy Code Section 366(c)(2), that Utility Company must serve a written request (an “**Additional Adequate Assurance Request**”) for adequate assurance in addition to or in lieu of its rights in the Adequate Assurance Deposit. All Additional Adequate Assurance Requests shall be delivered by mail and email to each of the following: (i) Chaparral Energy, Inc., 701 Cedar Lake Blvd., Oklahoma City, OK 73114 (Attn: Linda Byford), Email: linda.byford@chaparralenergy.com; (ii) Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Attn: David F. McElhoe, Esq.), Email: david.mcelhoe@lw.com; (iii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight, Esq.), Email:

³ Rule 9013-1(m)(iv) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) requires service of all first day motions and orders on affected parties within forty-eight (48) hours of entry of the first day order.

knight@rlf.com, (iv) counsel to the administrative agent for the Debtors' prepetition secured financing, Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700, Dallas, Texas 75201 (Attn: Chris Dewar, Esq.), Email: cdewar@velaw.com; (v) counsel to the ad hoc committee of the holders of the Debtors' prepetition unsecured notes, Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, NY 10005 (Attn: Evan Fleck, Esq and Michael Price, Esq.), Email: efleck@milbank.com; mprice@milbank.com); and (vi) counsel to the official committee of unsecured creditors, if one is appointed.

- (d) Any Additional Adequate Assurance Request must (i) set forth the location(s) for which Utility Services are provided, (ii) set forth the account number(s) for which Utility Services are provided, (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposit(s), (iv) set forth what the Utility Company would accept as satisfactory adequate assurance of payment, and (v) provide a facsimile number and an email address to which the Debtors may respond to the Additional Adequate Assurance Request.
- (e) Upon the Debtors' receipt of an Additional Adequate Assurance Request, the Debtors will promptly negotiate with the Utility Company to resolve the Additional Adequate Assurance Request.
- (f) Without further order of the Court, the Debtors may resolve an Additional Adequate Assurance Request by entering into agreements granting additional adequate assurance to the requesting Utility Company if the Debtors, in their sole discretion but subject to any cash collateral order (or accompanying budget) entered by this Court, determine that the Additional Adequate Assurance Request is reasonable or if the parties negotiate alternative consensual provisions.
- (g) If the Debtors determine that the Additional Adequate Assurance Request is not reasonable and are not able to promptly reach an alternative resolution with the Utility Company, the Debtors will request a hearing before this Court (the "**Determination Hearing**").
- (h) The Determination Hearing will be an evidentiary hearing at which the Court will determine whether the Adequate Assurance Deposit and the additional adequate assurance of payment requested by the Utility Company should be modified pursuant to Bankruptcy Code Section 366(c)(3).
- (i) Any Utility Company that does not serve an Additional Adequate Assurance Request will be deemed to have received adequate assurance of payment that is satisfactory to such Utility Company within the meaning of Bankruptcy Code Section 366(c)(2).

- (j) All Utility Companies, including subsequently added Utility Companies, will be prohibited from altering, refusing or discontinuing Utility Services to the Debtors, or from discriminating against the Debtors with respect to the provision of Utility Services, absent further order of this Court.

12. The Debtors request a final hearing on this Motion to be held within twenty-five (25) days after the Petition Date to ensure that, if a Utility Company argues that the Adequate Assurance Deposit or the Additional Adequate Assurance Procedures are not satisfactory and that the Utility Company is entitled to unilaterally alter, refuse, or discontinue Utility Services to the Debtors immediately following the thirtieth (30th) day after the Petition Date, the Debtors will have the opportunity, to the extent necessary, to request that the Court make such modifications to the proposed adequate assurance of payment in time to avoid any potential termination of Utility Services.

D. Subsequently Identified Utility Companies

13. The Debtors seek authority, in their sole discretion, to amend Exhibit A attached hereto to add or delete any Utility Company. To the extent that the Debtors subsequently identify any additional Utility Companies that provide Utility Services to them, the Debtors propose to add such Utility Companies to Exhibit A and to have the terms of the orders with respect to this Motion apply to any such Utility Companies. The Debtors will serve on any of the subsequently identified Utility Companies a copy of this Motion and the order entered with respect to the Motion, along with an amended Exhibit A that includes such Utility Company.

APPLICABLE AUTHORITY

14. Congress enacted Bankruptcy Code Section 366 to protect debtors from utility service cutoffs upon a bankruptcy filing while, at the same time, providing utility companies or providers with adequate assurance that the debtors will pay for postpetition

services. See H.R. Rep. No. 95-595, at 350 (1978), reprinted in 1978 U.S.C.C.A.N. 5963, 6306.

In the context of chapter 11 cases, the statutory framework for debtor protections and adequate assurance obligations was modified by the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (“**BAPCPA**”) with the addition of Bankruptcy Code Section 366(c).

15. Under Bankruptcy Code Section 366(c), a utility may alter, refuse or discontinue utility service if a debtor has not provided satisfactory adequate assurance within thirty (30) days of its bankruptcy filing. In addition, Bankruptcy Code Section 366(c) restricts the factors that a court can consider when determining whether an adequate assurance proposal is, in fact, adequate. Specifically, courts may not consider (a) the absence of a security deposit before the debtor’s petition date, (b) the debtor’s history of timely payments, or (c) the availability of an administrative expense priority, in determining the amount of a deposit. Bankruptcy Code Section 366(c), however, does not limit the court’s ability to determine the amount of payment necessary, if any, to provide adequate assurance. Instead, Bankruptcy Code Section 366(c) gives courts the same discretion in determining the amount of payment necessary for adequate assurance as they previously had under Bankruptcy Code Section 366(b). Compare 11 U.S.C. § 366(b) (2004) (pre-BAPCPA) (“On request of a party in interest and after notice and a hearing, the court may order reasonable modification of the amount of the deposit or other security necessary to provide adequate assurance.”), with 11 U.S.C. § 366(c)(3)(A) (2005) (post-BAPCPA) (“On request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance payment under paragraph (2).”); see also Richard Levin & Alesia Ranney-Marinelli, The Creeping Repeal of Chapter 11: The Significant Business Provisions of the Bankruptcy Abuse Protection and Consumer Protection Act of 2005, 79 Am.

Bankr. L.J. 603, 608-09 (2005) (stating that courts would likely continue to determine the amount and form of adequate protection after the implementation of the BAPCPA).

16. By making the Adequate Assurance Deposit and establishing the Additional Adequate Assurance Procedures, the Debtors seek to provide adequate assurance to the Utility Companies and to implement an orderly process to determine any challenges to the adequacy of that adequate assurance. Without the Additional Adequate Assurance Procedures, the Debtors could be forced to address numerous requests by Utility Companies in an unorganized manner at a critical period in the Chapter 11 Cases. The orderly process contemplated by the Additional Adequate Assurance Procedures, therefore, is necessary for a smooth transition by the Debtors into Chapter 11.

17. The relief requested herein does not undermine the rights of the Utility Companies under the Bankruptcy Code. First, the Adequate Assurance Deposit is one of the acceptable forms of adequate protection set forth in Bankruptcy Code Sections 366(b) and 366(c)(1). Accordingly, the Debtors are not seeking to bypass the limits on forms of security imposed by the Bankruptcy Code. Second, the Utility Companies may exercise their rights under Bankruptcy Code Section 366(c)(2) in accordance with the Additional Adequate Assurance Procedures. Finally, whatever rights the Utility Companies have under Bankruptcy Code Section 366(c)(3) would be preserved.

18. The Debtors maintain that the relief requested herein strikes a fair balance between the rights of Utility Companies and the Debtors' rights under the Bankruptcy Code and need to continue to receive the Utility Services upon which their businesses depend.

19. Similar relief to the relief requested herein has been granted by numerous courts in this district subsequent to the 2005 amendments to the Bankruptcy Code. See e.g. In re

Paragon Offshore PLC, Case No. 16-10386 (CSS) (Bankr. D. Del. Mar. 8, 2016); In re Verso Corporation (KG), (Bankr. D. Del. Feb. 29, 2016); In re Samson Resources Corporation, Case No. 15-11934 (CSS) (Bankr. D. Del. October 14, 2015); In re Quicksilver Resources Inc., Case No. 15-10585 (LSS) (Bankr. D. Del. April 14, 2015); In re OnCure Holdings, Inc., Case No. 13-11540 (KG) (Bankr. D. Del. June 18, 2013); In re Pension Worldwide, Inc., Case No. 13-10061 (PJW) (Bankr. D. Del. Feb. 7, 2013); In re School Specialty, Inc., Case No. 13-10125 (Bankr. D. Del. Jan. 28, 2013).

**BANKRUPTCY RULE 6003 HAS BEEN SATISFIED AND
BANKRUPTCY RULE 6004 SHOULD BE WAIVED**

20. Pursuant to Bankruptcy Rule 6003, the Court may grant relief regarding a motion to pay all or part of a prepetition claim within twenty one (21) days after the Petition Date if the relief is necessary to avoid immediate and irreparable harm. See Fed. R. Bankr. P. 6003(b). Based on the foregoing, the Debtors submit that they have satisfied the requirements of Bankruptcy Rule 6003(b) because the relief set forth in Exhibit B and Exhibit C is necessary to avoid immediate and irreparable harm.

21. To the extent that any aspect of the relief sought herein constitutes a use of property under Bankruptcy Code Section 363(b), the Debtors request a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14) day stay under Bankruptcy Rule 6004(h). As described above, the relief that the Debtors request in this Motion is immediately necessary in order for the Debtors to be able to continue to operate their businesses and preserve the value of their estates. The Debtors respectfully request that the Court waive the notice requirements imposed by Bankruptcy Rule 6004(a) and the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

CONSENT TO JURISDICTION

22. Pursuant to Rule 9013-1(f) of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Debtors consent to the entry of a final judgment or order with respect to this Motion if it is determined that the Court would lack Article III jurisdiction to enter such final order or judgment absent consent of the parties.

NOTICE

23. Notice of this Motion will be given to: (a) the Office of the United States Trustee for the District of Delaware; (b) the administrative agent for the Debtors’ prepetition secured financing; (c) counsel to the administrative agent for the Debtors’ prepetition secured financing; (d) the indenture trustee under the Debtors’ 9.875% senior notes due 2020; (e) the indenture trustee under the Debtors’ 8.25% senior notes due 2021; (f) the indenture trustee under the Debtors’ 7.625% senior notes due 2022; (g) Milbank, Tweed, Hadley & McCloy LLP, counsel to the to the ad hoc group of the holders of the Debtors’ prepetition unsecured notes; (h) the Internal Revenue Service; (i) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (j) the United States Attorney for the District of Delaware; (k) the Attorneys General for the states of Oklahoma, Texas, and Kansas; (l) the parties included on the Debtors’ consolidated list of thirty (30) largest unsecured creditors; (m) the Utility Companies; and (n) all parties entitled to notice pursuant to Local Rule 9013-1(m) (collectively, the “**Notice Parties**”). As this motion is seeking “first day” relief, this motion and any order entered hereon will be served in accordance with Local Rule 9013-1(m). The Debtors submit that, under the circumstances, no other or further notice is required.

24. If the Court enters an Interim Order granting this Motion, the Debtors propose to serve notice of such entry on the Notice Parties. The notice will provide that any objections to the relief granted in the Interim Order must be filed with the Court and served upon counsel for the Debtors no later than seven (7) days prior to the final hearing to be held on the Motion (the “**Objection Deadline**”). If an objection is timely filed and served prior to the Objection Deadline, such objection will be heard at the final hearing on the Motion. If no objections are timely filed and served, Debtors’ counsel will file a certification of counsel to that effect attaching a final form of order.

WHEREFORE, the Debtors respectfully request that the Court enter the proposed Interim and Final Orders substantially in the forms attached hereto as Exhibits B and C, respectively, granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: May 9, 2016
Wilmington, Delaware

/s/ John H. Knight
John H. Knight (No. 3848)
Mark D. Collins (No. 2981)
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*Proposed Counsel for Debtors and
Debtors in Possession*

EXHIBIT A

List of Utility Companies

Utility Companies

The Utility Companies known and identified by the Debtors to date are listed below.

While the Debtors have used their best efforts to list all of their Utility Companies below, it is possible that certain Utility Companies may have been inadvertently omitted from this list. Accordingly, the Debtors reserve the right, under the terms and conditions of the Motion and without further order of the Court, to amend this Exhibit A to add any Utility Companies that were omitted therefrom and to apply the relief requested to all such entities.

In addition, the Debtors reserve the right to argue that any entity now or hereafter listed on this Exhibit A is not a “utility” within the meaning of Bankruptcy Code Section 366(a).

Utility Company	Service	Account Number(s) ¹	Monthly Average ²	Adequate Assurance ³	Vendor Address(es)
Agrium US, Inc.	Water	<ul style="list-style-type: none"> • 520480 	\$15,600	\$7,800	P.O. Box 5067 Borger, TX 79008-5067
Alfalfa Electric Cooperative, Inc.	Heating and air conditioning	<ul style="list-style-type: none"> • Numerous⁴ 	\$61,307.37	\$30,653.69	P.O. Box 39 Cherokee, OK 73728-0039
AMA Techtel	Communications	<ul style="list-style-type: none"> • 8416 	\$73.61	\$36.81	P.O. Box 1981 Amarillo, TX 79105-1981
Amerigas	Gas	<ul style="list-style-type: none"> • 202580631 	\$431.75	\$215.88	101B Talbot AVE Thibodaux, LA 70301
Arkalon Ethanol LLC	Water	<ul style="list-style-type: none"> • 55000-01-000-000 • 75400-01-000-000 • CHA002 	\$400	\$200	P.O. Box 1178 Liberal, KS 67905
AT&T	Communications	<ul style="list-style-type: none"> • 171-793-5864 591 • 831-000-5259 639 • 831-000-4270-517 	\$67,660.15	\$33,830.08	P.O. Box 105262 Atlanta, GA 30348-5068

¹ Certain Utility Companies provide account numbers for individual locations, including the thousands of individual oil and gas wells operated by the Debtors, in addition to a master account number for all such individual accounts. In such instances, only the master account number is listed and the Monthly Average and Adequate Assurance columns reference the aggregate totals applicable to all individual accounts.

² Based on monthly average spend per vendor in 2015.

³ Assumed to be two (2) weeks based on calculated monthly average.

⁴ The invoice received from Alfalfa Electric Cooperative, Inc. includes numerous wells each with their own account number.

Utility Company	Service	Account Number(s) ¹	Monthly Average ²	Adequate Assurance ³	Vendor Address(es)
		<ul style="list-style-type: none"> • 405 275-1942 817 5 • 405 665 2636 805 7 • 405 A01-0680 213 5 • 580 254-2949 571 4 • 580 369-5511 853 9 • 580 772-1931 655 0 • 580 774-0570 740 6 • 918 148-5126 294 3 • 918 287-2977 279 2 • 405 478-0525 615 5 • 405 478-2257 619 7 • 940 665-3481 509 5 • 580-874-2514 497 7 • 337 550-1809 001 0510 • 405 478-2257 619 7 • 405 251-4618 440 5 • 620 624-2212 496 1 • 620 251-4618 440 5 • 405 372-0704 790 6 • 030 402 0490 001 • 030 515 1524 001 • BES02415816 • 562344 • 16924084-00001 			<p>P.O. Box 105268 Atlanta, GA 30348-5068</p> <p>P.O. Box 105414 Atlanta, GA 30348-5068</p> <p>P.O. Box 5001 Carol Stream, IL 60197-5019</p> <p>P.O. Box 5002 Carol Stream, IL 60197-5019</p> <p>P.O. Box 5014 Carol Stream, IL 60197-5019</p> <p>P.O. Box 5019 Carol Stream, IL 60197-5019</p> <p>P.O. Box 5017 Carol Stream, IL 60197-5019</p> <p>P.O. Box 9004 Carol Stream, IL 60197-5019</p>
Black Hills Energy	Electricity	<ul style="list-style-type: none"> • 9401 2363 42 • 2162 9289 76 	\$2,367.11	\$1,183.56	P.O. Box 6001 Rapid City, SD 57709-6001
Bridge Communications	Alarm monitoring	None	\$2970.00	\$1485.00	P.O. Box 1384 Ardmore, OK 73402
Caddo Electric Cooperative	Electricity	<ul style="list-style-type: none"> • 969000 • 969001 • 969002 • 969003 • 969004 	\$837.63	\$418.82	P.O. Box 70 Binger, OK 73009-0070
Canadian Valley Electric	Electricity	<ul style="list-style-type: none"> • 1003293700 	\$10.83	\$5.42	P.O. Box 269080 Oklahoma City, OK 73126-9080
Centerpoint Energy	Gas	<ul style="list-style-type: none"> • 945625-2 	\$392.55	\$196.28	P.O. Box 4583

Utility Company	Service	Account Number(s) ¹	Monthly Average ²	Adequate Assurance ³	Vendor Address(es)
					Houston, TX 77210-4583
Central Rural Electric Cooperative	Electricity	<ul style="list-style-type: none"> Numerous⁵ 	\$2,730.78	\$1,365.39	P.O. Box 1809 Stillwater, OK 74076-1809
Cimarron Electric Cooperative	Electricity	<ul style="list-style-type: none"> Master Acct # 4230000 	\$29,913.96	\$14,956.98	P O Box 299 Kingfisher, OK 73750
City of Coffeyville	Water/Waste removal/Electricity	<ul style="list-style-type: none"> 49-6895-05 20-5900-00 	\$17,995.46	\$8,997.73	P.O. Box 1629 Coffeyville, KS 67337-0949
City of Perry	Electricity	<ul style="list-style-type: none"> 12.004107.00 	\$2,305.39	\$1,152.70	P.O. Drawer 798 Perry, OK 73077
City of Stillwater	Water	<ul style="list-style-type: none"> 215255-62958 	\$14.86	\$7.43	P.O. Box 1449 Stillwater, OK 74076-1449
City of Weatherford	Water/Waste removal	<ul style="list-style-type: none"> 20-218000-000 13-154000-002 	\$531.50	\$265.75	522 W Rainey Avenue Weatherford, OK 73096
Clearwater Enterprises, Inc.	Gas	None	\$559.58	\$279.79	P.O. Box 26706 Section 109 Oklahoma City, OK 73126-0706
CMS Electric Cooperative, Inc.	Electricity	<ul style="list-style-type: none"> 61603 8567" 	\$98.07	\$49.04	P.O. Box 790 Meade, KS 67864
Coffeyville Resources Nitrogen	Water	<ul style="list-style-type: none"> 80-070-4214.00 6222 	\$281,700	\$140,850	P.O. Box 951811 Dallas, TX 75395-1811
Collecta, LTD.	Waste removal	<ul style="list-style-type: none"> 5022-383556 	\$95.06	\$47.53	P.O. Box 660177 Dallas, TX 75266-0177
Cooke County Electric Cooperative	Electricity	<ul style="list-style-type: none"> 49513001 49513002 49513003 49513005 49513006 	\$21,506.17	\$10,753.09	P.O. Box 530 Muenster, TX 76252-0530
Cotton Electric Cooperative, Inc.	Electricity	<ul style="list-style-type: none"> 2609100001 2608800002 2609200002 2609100201 	\$31,918.24	\$15,959.12	226 North Broadway Walters, OK 73572-1226
Cox Communications,	Communications	<ul style="list-style-type: none"> 501 6110 054284601 	\$2,606.44	\$1,303.22	P.O. Box 248851

⁵ The invoice received from Central Rural Electric Cooperative covers numerous wells each with their own account number.

Utility Company	Service	Account Number(s) ¹	Monthly Average ²	Adequate Assurance ³	Vendor Address(es)
Inc.		<ul style="list-style-type: none"> 001 6110 051785802 			Oklahoma City, OK 73124-8851
CPL Retail Energy	Electricity	<ul style="list-style-type: none"> 7960131 15780521 	\$106.16	\$53.08	P.O. Box 660897 Dallas, TX 75266-0897
Davis Sanitation	Waste removal	<ul style="list-style-type: none"> 14540 	\$400.00	\$200.00	P.O. Box 40 Tonkawa, OK 74653
Department of Public Safety	Waste removal	<ul style="list-style-type: none"> 173 	\$812.50	\$406.25	2401 NW 23rd St. Suite 45, Attn: Size & Weight Permit Division Oklahoma City, OK 73107-2431
East Central Electric	Electricity	<ul style="list-style-type: none"> 5278310 6684302 6684303 	\$888.42	\$444.21	P.O. Box 1178 Okmulgee, OK 74447-1178
Elkhart Water Department	Water	<ul style="list-style-type: none"> 487 	\$25.28	\$12.64	P.O. Box 640 Elkhart, KS 67950
Entergy Services	Electricity	<ul style="list-style-type: none"> 27241264 	\$184.25	\$92.13	P.O. Box 8108 Baton Rouge, LA 70891-8108
Epic Touch	Communications	<ul style="list-style-type: none"> 0000000302 001-0182081 001-0182070 	\$369.99	\$185.00	P.O. Box 817 Elkhart, KS 67950-0817
Fagan Answering Service, Inc.	Communications	None	\$46.86	\$23.43	P.O. Box 4113 Victoria, TX 77903
Guadalupe Valley Electric Coop, Inc.	Electricity	<ul style="list-style-type: none"> 127940003 	\$1.92	\$0.96	P.O. Box 118 Gonzales, TX 78629-0118
Harper Sanitation Services, Inc.	Waste removal	<ul style="list-style-type: none"> 190 	\$129.01	\$64.51	P.O. Box 1307 Woodward, OK 73802
Indian Electric Cooperative, Inc.	Electricity	<ul style="list-style-type: none"> 51770 	\$245,065.29	\$122,532.65	P.O. Box 49 Cleveland, OK 74020-0049
Kay Electric Cooperative	Electricity	<ul style="list-style-type: none"> 23350 	\$429,153.18	\$214,576.59	P.O. Box 607 Blackwell, OK 74631-0607
Kiwash Electric Cooperative, Inc. (CKEnergy Electric Cooperative)	Electricity	<ul style="list-style-type: none"> 602302 1011500 	\$120.92	\$60.46	P.O. Box 100 Cordell, OK 73632-0100
Lyntegar Electric Cooperative, Inc.	Electricity	<ul style="list-style-type: none"> 44617 	\$3.57	\$1.79	P.O. Bpx 970 Tahoka, TX 79373-0970
MCI Worldcom Com Service	Electricity	<ul style="list-style-type: none"> 8677394093 	\$14.91	\$7.46	P.O. Box 660206 Dallas, TX 75266-0206

Utility Company	Service	Account Number(s) ¹	Monthly Average ²	Adequate Assurance ³	Vendor Address(es)
North Plains Electric Coop, Inc.	Electricity	<ul style="list-style-type: none"> • 22606700 • 7152202 • 8368301 • 22585300 • 8379002 • 22646300 • 2262640 	\$336,771.02	\$168,385.51	P.O. Box 1008 Perryton, TX 79070-1008
Northwestern Electric Cooperative	Electricity	<ul style="list-style-type: none"> • 236001 • 236002 • 236003 • 236006 • 236007 • 236009 • 236010 	\$786.50	\$393.25	P.O. Box 2707 Woodward, OK 73802
OG&E	Gas and electricity	<ul style="list-style-type: none"> • 1147252-9 • 1190398-6 • 127366449-8 • 127378865-1 • 127378867-7 • 127385055-0 • 127844297-3 • 127965706-6 • 128030509-3 • 128030510-1 • 128030511-9 • 128030512-7 • 128030513-5 • 128030514-3 • 128030515-0 • 128030610-9 • 128030611-7 • 128030612-5 • 128030613-3 • 128030614-1 • 128030615-8 • 128030616-6 	\$273,742.18	\$136,871.09	P.O. Box 24990 Oklahoma City, OK 73124-0990

Utility Company	Service	Account Number(s) ¹	Monthly Average ²	Adequate Assurance ³	Vendor Address(es)
		<ul style="list-style-type: none"> • 128030617-4 • 128030618-2 • 128030619-0 • 128030620-8 • 128030621-6 • 128046626-7 • 128046631-7 • 128064307-1 • 128064312-1 • 128064316-2 • 128064318-8 • 128087734-9 • 128109103-1 • 128389085-1 • 128403417-8 • 128415332-5 • 128455626-1 • 128634487-2 • 128840731-3 • 128988321-5 • 128993819-1 • 129029865-0 • 129030000-1 • 129070674-4 • 129098672-6 • 129258495-8 • 129258497-4 • 129258499-0 • 129454325-9 • 129544520-7 • 129720102-0 • 129722316-4 • 129761294-5 • 129761297-8 • 129763551-6 • 129830384-1 			

Utility Company	Service	Account Number(s) ¹	Monthly Average ²	Adequate Assurance ³	Vendor Address(es)
		<ul style="list-style-type: none"> • 129925434-0 • 129925435-7 • 129925436-5 • 129928096-4 • 129950173-2 • 129952613-5 • 129981243-6 • 129996232-2 • 130007061-0 • 130025039-4 • 130105298-9 • 130111429-2 • 130161163-6 • 130161164-4 • 130181040-2 • 130251754-3 • 130252666-8 • 130342709-8 • 130347355-5 • 130361197-2 • 130367373-3 • 1324041-1 • 1716518-4 • 1716528-3 • 1716553-1 • 1716568-9 • 1990416-8 • 1996365-1 • 1996375-0 • 2104223-9 • 2287863-1 • 2674337-7 • 2674338-5 • 2839177-9 • 2954567-0 • 633892-5 			

Utility Company	Service	Account Number(s) ¹	Monthly Average ²	Adequate Assurance ³	Vendor Address(es)
		<ul style="list-style-type: none"> • 633895-8 • 655706-0 • 84699 Cust. # 			
OKES	Electricity	None	\$428.56	\$214.28	Department 2841 Tulsa, OK 74182
Oklahoma City Water Resources Dept.	Water	<ul style="list-style-type: none"> • 250101363718 • 250101363716 • 250101363697 • 250101122695 	\$1,674.40	\$837.20	P.O. Box 26570 Oklahoma City, OK 73126-0570
Oklahoma Electric Cooperative	Electricity	<ul style="list-style-type: none"> • 0507401204-14606112 • 0515401004-12221410 • 0529100203-12221477 • 2431402501-12713261 • 2632300102-12221459 • 2920201103-11846936 • 2920201800-11846970 • 5111400302-82971966 • 6206200501-13078217 	\$2,336.87	\$1,168.44	P.O. Box 5481 Norman, OK 73070-5481
Oklahoma Natural Gas Company	Gas	<ul style="list-style-type: none"> • 210272022 1373263 36 • 210272022 1150225 64 • 212752650 1150234 64 • 210272022 1250943 91 • 211434610 2088123 09 • 211189278 1940950 18 • 211189278 1868575 91 • 211189278 1264867 82 	\$1,046.60	\$523.30	P.O. Box 219296 Kansas City, MO 64121-9296
Optistreams, Inc.	Communications	None	\$294.00	\$147.00	1187 N Willow Avenue Suite 103 PMB 250 Clovis, CA 93611-4411
Osage County RWD #21	Water	<ul style="list-style-type: none"> • 59612724 • 31262953 • 16866705 	\$141.09	\$70.55	33906 State HWY 18 Shidler, OK 74652
Pawhuska Utility Office	Water/Waste removal	<ul style="list-style-type: none"> • 663520100 • 662460100 	\$243.00	\$121.50	P.O. Box 539 Pawhuska, OK 74056
Pioneer Cellular	Communications	<ul style="list-style-type: none"> • CNPC036005 9 	\$1,120.00	\$560.00	P.O. Box 839 Kingfisher, OK 73750-0839

Utility Company	Service	Account Number(s) ¹	Monthly Average ²	Adequate Assurance ³	Vendor Address(es)
Pioneer Communications	Communications	<ul style="list-style-type: none"> • 0002175920 • 0002175924 • 0002179010 	\$117.33	\$58.67	P.O. Box 707 Ulysses, KS 67880-0707
Pioneer Electric Cooperative, Inc.	Electricity	<ul style="list-style-type: none"> • 514107 • 514687 • 514688 • 514705 • 514912 • 689289 • 689290 • 689291 • 689292 • 689296 • 689297 • 689298 • 691486 • 816064 • 816067 • 816069 • 816285 • 816286 	\$2,086.90	\$1,043.45	P.O. Box 369 Ulysses, KS 67880-0369
Pioneer Telephone Cooperative, Inc.	Communications	<ul style="list-style-type: none"> • PTCT 222413 1 • PTCT 184299 2 	\$227.31	\$113.66	P.O. Box 839 Kingfisher, OK 73750-0839
Ponca City Utility Authority	Electricity	<ul style="list-style-type: none"> • 84-6120-00 • 84-6140-01 	\$933.77	\$466.89	P.O. Box 1450 Ponca City, OK 74602
Pott County Development Authority	Water	<ul style="list-style-type: none"> • 619 	\$47.16	\$23.58	17508 Bethel Road Shawnee, OK 74801
Powell Oil, LLC	Electricity	<ul style="list-style-type: none"> • 2465301 	\$355.92	\$177.96	12942 Cimmaron Road Healdton, OK 73438
Progressive Waste Solutions of TX	Waste Services	<ul style="list-style-type: none"> • 23002567 	\$137.15	\$68.58	P.O. Box 650592 Dallas, TX 75265-0592
Protection One Alarm Monitoring, Inc.	Security Services	<ul style="list-style-type: none"> • 12448429 	\$1,548.73	\$774.37	P.O. Box 219044 Kansas City, MO 64121-9044
PTCI	Communications	<ul style="list-style-type: none"> • 123046 • 123047 	\$530.06	\$265.03	P.O. Box 1188 Guymon, OK 73942

Utility Company	Service	Account Number(s) ¹	Monthly Average ²	Adequate Assurance ³	Vendor Address(es)
		<ul style="list-style-type: none"> • 184388 			
Public Service Co of Oklahoma	Electricity	<ul style="list-style-type: none"> • 950-079-752-3-8 • 950-523-507-0-9 • 951-016-790-0-9 • 951-178-130-0-6 • 952-720-852-0-0 • 952-901-832-0-1 • 953-122-560-0-1 • 953-140-782-0-5 • 953-952-213-0-2 • 954-185-554-0-5 • 954-679-130-0-0 • 955-152-213-0-7 • 957-209-710-0-1 • 958-347-940-1-8 	\$112,395.28	\$56,197.64	P.O. Box 24421 Canton, OH, 44701-4421
RSVP Answering Service	Communications	<ul style="list-style-type: none"> • 6706 • 6806 	\$244.45	\$122.23	501 W Edmond Road Edmond, OK 73003
Republic Services	Waste management	<ul style="list-style-type: none"> • 3-0060-0037123 • 3-0060-2001246 • 3-0376-0071128 • 3-0789-0002709 • 3-0847-0048090 	\$1,447.52	\$723.76	P.O. Box 9001099 Louisville, KY 40290-1099 P.O. Box 78829 Phoenix, AZ 85062-8829
Rignet, Inc.	Communications	<ul style="list-style-type: none"> • 50494 • C200126 	\$194.75	\$97.38	1880 South Dairy Ashford St 300 Houston, TX 77077
Rural Electric Coop, Inc.	Electricity	<ul style="list-style-type: none"> • 14901 	\$24,770.20	\$12,385.10	P.O. Box 609 Lindsay, OK 73052-0609
SW Water, Inc.	Water	<ul style="list-style-type: none"> • 1415 	\$25.00	\$12.50	C/O 1 st State Bank 2 nd St & Broadway Pond Creek, OK 73766
Satcom Direct, Inc.	Communications	<ul style="list-style-type: none"> • N300CW 	\$96.16	\$52.45	P.O. Box 372667 Satellite Beach , FL 32937-2667 P.O. Box 101617 Atlanta, GA 30392-1617
Shidler Telephone	Communications	<ul style="list-style-type: none"> • 366 	\$654.28	\$327.14	P.O. Box 25,

Utility Company	Service	Account Number(s) ¹	Monthly Average ²	Adequate Assurance ³	Vendor Address(es)
Company		<ul style="list-style-type: none"> • 152 			Shidler, OK 74652
Sooner Answer Service, Inc.	Communications	<ul style="list-style-type: none"> • 317 	\$160.00	\$80.00	501 West Edmond Road Edmond, OK 73003
Sprint	Communications	<ul style="list-style-type: none"> • 221391613-089 	\$773.91	\$386.96	P.O. Box 4181 Carol Stream, IL 60197-4181
Thyssenkrupp Elevator Corp	Elevator Services	<ul style="list-style-type: none"> • 48214 	\$1,175.91	\$587.96	P.O. Box 933004 Atlanta, GA 31193-3004
Total Communications, Inc.	Communications	<ul style="list-style-type: none"> • 7869 • 3912 • 3889 	\$97.70	\$48.85	P.O. Box 269069 Oklahoma City, OK 73126
Transworld Network Corp	Communications	<ul style="list-style-type: none"> • 0000462535-0001 	\$611.67	\$305.84	255 Pine Ave North Oldsmar, FL 34677
Tri-County Electric Cooperative, Inc.	Electricity	<ul style="list-style-type: none"> • 28233150 • 28233 • 61236006 • 61236 • 28233235 • 28233067 • 28233101 • 28233110 • 28233180 • 27233173 • 28233237 • 28233068 • 28233013 • 28233022 • 28233025 • 28233053 • 28233059 • 28233061 • 28233063 • 28233074 • 28233085 • 28233043 • 28233086 • 28233179 	\$330,948.77	\$165,474.39	P.O. Box 880 Hooker, OK 73945-0880

Utility Company	Service	Account Number(s) ¹	Monthly Average ²	Adequate Assurance ³	Vendor Address(es)
Tyco Integrated Security, LLC	Security Services	<ul style="list-style-type: none"> 01300 107223139 01300 107228508 	\$139.83	\$69.92	P.O. Box 371967 Pittsburgh, PA 15250-7967
US Cellular	Communications	<ul style="list-style-type: none"> 846458059 846691074 	\$1,787.72	\$893.86	Dept 0205 Palatine, IL 60055-0205
Verdigris Valley Electric Coop, Inc.	Communications	<ul style="list-style-type: none"> 118403 	\$11,001.45	\$5,500.73	P.O. Box 219 Collinsville, OK 74021
Verizon Wireless	Communications	<ul style="list-style-type: none"> 513275518-00001 742071623-00001 	\$20,397.36	\$10,198.68	P.O. Box 660108 Dallas, TX 75266-0108
Waste Connections of Oklahoma	Waste Management	<ul style="list-style-type: none"> 5016-439383-001 5016-439383-002 	\$402.28	\$201.14	P.O. Box 660177 Dallas, TX 75266-0177
Waste Management of OKC	Waste Management	<ul style="list-style-type: none"> 323-0303949-2175-0 	\$1,366.45	\$683.23	P.O. Box 660345 Dallas, TX 75266
West Texas Gas, Inc.	Gas	<ul style="list-style-type: none"> 040-240-0006-00 040-240-0005-00 040-008-0265-05 040-019-0047-0 	\$27,319.09	\$13,659.55	P.O. Box 1005 Canadian, TX 79014-1005
Western Carter County Water & Sewer	Water	<ul style="list-style-type: none"> 2102 2103 2104 	\$72.65	\$36.33	P.O. Box 63 Ratliff City, OK 73481
Windstream	Communications	<ul style="list-style-type: none"> 040010870 040010778 040010728 125089359 126106718 100026303 	\$1,298.74	\$649.37	P.O. Box 9001908 Louisville, KY 40290-1908
WM Recycle America	Waste Management	<ul style="list-style-type: none"> 55478 	\$45.25	\$22.63	P.O. Box 73356 Chicago, IL 60673-7356
XCEL Energy	Gas	<ul style="list-style-type: none"> 54-1862851-6 54-8100777-8 54-8010919-9 54-8100764-3 54-1862851-6 54-1362487-4 54-8100805-3 	\$90,915.22	\$45,457.61	P.O. Box 9477 Minneapolis, MN 55484-9477

EXHIBIT B

Proposed Interim Order

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

	X	
In re:	:	Chapter 11
	:	
CHAPARRAL ENERGY, INC., <u>et al.</u> ,	:	Case No. 16-_____ (_____)
	:	
Debtors. ¹	:	Joint Administration Pending
	:	
	X	

**INTERIM ORDER UNDER 11 U.S.C. §§ 105(a) AND 366
(I) PROHIBITING UTILITY COMPANIES FROM ALTERING OR
DISCONTINUING SERVICE ON ACCOUNT OF PREPETITION INVOICES,
(II) APPROVING DEPOSIT AS ADEQUATE ASSURANCE OF PAYMENT,
AND (III) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS
BY UTILITY COMPANIES FOR ADDITIONAL ASSURANCE OF PAYMENT**

Upon the motion (the “**Motion**”)² of the Debtors for an Interim Order, under Bankruptcy Code Sections 105(a) and 366 (i) prohibiting the Debtors’ Utility Companies from altering, refusing, discontinuing service or discriminating against the Debtors, (ii) approving an adequate assurance deposit as adequate assurance of postpetition payment to the Utility Companies, and (iii) establishing procedures for resolving any subsequent requests by the Utility Companies for additional adequate assurance of payment; and the Court having reviewed the Motion and the Fischer Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest and should be granted on an interim basis to the extent set forth herein; and the Court

¹ The Debtors in these cases, along with the 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); Green Country Supply, Inc. (2723); and Roadrunner Drilling, L.L.C. (2399). The Debtors’ address is 701 Cedar Lake Blvd., Oklahoma City, OK 73114.

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

having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED on an interim basis, as set forth herein.
2. Absent further order of this Court, the Utility Companies, including any subsequently added Utility Companies, are hereby prohibited from altering, refusing, or discontinuing service to, or discriminating against, the Debtors on account of unpaid prepetition invoices or due to the commencement of the Chapter 11 Cases, or requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than in accordance with the Additional Adequate Assurance Procedures contained herein.
3. The Debtors shall deposit a total of \$1,400,000 into a newly created, segregated, interest-bearing account (the “**Adequate Assurance Deposit**”) within twenty (20) days after the Petition Date. The Adequate Assurance Deposit shall serve as a cash security deposit to provide adequate assurance of payment for Utility Services provided to the Debtors after the Petition Date and through the pendency of these cases. The balance of the Adequate Assurance Deposit may be reduced by the Debtors, without further order, to account for the termination of Utility Services by the Debtors or other arrangements with respect to adequate assurance of payment reached with a Utility Company. The obligation to maintain the Adequate

Assurance Deposit shall terminate upon the effective date of a confirmed plan of reorganization or such other time as these cases may be closed.

4. To the extent the Debtors become delinquent with respect to a Utility Company's account, such Utility Company shall be permitted to file a written notice of such delinquency (the "**Delinquency Notice**") with the Court and serve such Delinquency Notice on: (a) Chaparral Energy, Inc., 701 Cedar Lake Blvd., Oklahoma City, OK 73114 (Attn: Linda Byford); (b) Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Attn: David F. McElhoe, Esq.); (c) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight, Esq.); (d) counsel to the administrative agent for the Debtors' prepetition secured financing, Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700, Dallas, Texas 75201 (Attn: Chris Dewar, Esq.); (e) counsel to the ad hoc committee of the holders of the Debtors' prepetition unsecured notes, Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, NY 10005 (Attn: Evan Fleck, Esq. and Michael Price, Esq.); (f) counsel to the official committee of unsecured creditors, if one is appointed, and (g) the United States Trustee for the District of Delaware (each, a "**Delinquency Notice Party**"). Such Delinquency Notice must (x) set forth the amount of the delinquency, (y) set forth the location for which utility services are provided, and (z) provide the Debtors' account number(s) with the Utility Company that have become delinquent.

5. If the delinquency is not cured and no Delinquency Notice Party has objected to the Delinquency Notice within ten (10) days of the receipt thereof, the Debtors shall (a) remit to such Utility Company from the Adequate Assurance Deposit the amount of postpetition charges claimed as delinquent in the Delinquency Notice and (b) replenish the

Adequate Assurance Deposit for the amount remitted to such Utility Company. If a Delinquency Notice Party objects to the Delinquency Notice, the Court shall hold a hearing to resolve the dispute and determine whether a payment should be remitted from the Adequate Assurance Deposit and, if such payment is warranted, how much shall be remitted.

6. The following procedures (the “**Additional Adequate Assurance Procedures**”) are hereby approved with respect to all Utility Companies, including all subsequently added Utility Companies:

- (a) Except as provided by the Additional Adequate Assurance Procedures, all Utility Companies are forbidden to (i) alter, refuse, or discontinue services to, or discriminate against, the Debtors on account of unpaid prepetition invoices or any objections to the Debtors’ Adequate Assurance Deposit, or due to the commencement of the Chapter 11 Cases or (ii) require the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the establishment of the Adequate Assurance Deposit.
- (b) In the event that a Utility Company asserts that the Adequate Assurance Deposit is not satisfactory adequate assurance of payment as contemplated by Bankruptcy Code Section 366(c)(2), that Utility Company shall serve a written request (an “**Additional Adequate Assurance Request**”) for adequate assurance in addition to or in lieu of its rights in the Adequate Assurance Deposit. All Additional Adequate Assurance Requests shall be delivered by mail and email to Delinquency Notice Party.
- (c) Any Additional Adequate Assurance Request must (i) set forth the location(s) for which Utility Services are provided, (ii) set forth the account number(s) for which Utility Services are provided, (iii) include a summary of the Debtors’ payment history relevant to the affected account(s), including any security deposit(s), (iv) set forth what the Utility Company would accept as satisfactory adequate assurance of payment and (v) provide a facsimile number and an email address to which the Debtors may respond to the Additional Adequate Assurance Request.
- (d) Upon the Debtors’ receipt of an Additional Adequate Assurance Request, the Debtors will promptly negotiate with the Utility Company to resolve the Additional Adequate Assurance Request.
- (e) Without further order of the Court, the Debtors may resolve an Additional Adequate Assurance Request by entering into agreements granting additional adequate assurance to the requesting Utility Company if the

Debtors, in their sole discretion but subject to any cash collateral order (or accompanying budget) entered by this Court, determine that the Additional Adequate Assurance Request is reasonable or if the parties negotiate alternative consensual provisions.

- (f) If the Debtors determine that the Additional Adequate Assurance Request is not reasonable and are not able to promptly reach an alternative resolution with the Utility Company, the Debtors shall request a hearing before this Court (the “**Determination Hearing**”).
- (g) The Determination Hearing shall be an evidentiary hearing at which the Court shall determine whether the Adequate Assurance Deposit and the additional adequate assurance of payment requested by the Utility Company should be modified pursuant to Bankruptcy Code Section 366(c)(3)(A). The Determination Hearing shall be without prejudice to the right of any Utility Company to seek relief under Bankruptcy Code Section 366(c)(3) through a separate hearing on notice to the Debtors. Nothing set forth herein is intended to, nor shall it, modify or alter the burdens of proof in connection with the Determination Hearing or any such separate hearing.
- (h) Any Utility Company that does not serve an Additional Adequate Assurance Request shall be deemed to have received adequate assurance of payment that is satisfactory to such Utility Company within the meaning of Bankruptcy Code Section 366(c)(2).
- (i) All Utility Companies, including subsequently added Utility Companies, shall be prohibited from altering, refusing or discontinuing Utility Services to the Debtors, or from discriminating against the Debtors with respect to the provision of Utility Services, absent further order of this Court.

7. The Debtors are authorized, in their sole discretion, to amend Exhibit A attached to the Motion to add or delete any Utility Company, and this Interim Order shall apply in all respects to any such Utility Company that is subsequently added to Exhibit A to the Motion. For those Utility Companies that are subsequently added to Exhibit A, the Debtors shall serve a copy of the Motion and this Interim Order on such Utility Company, along with an amended Exhibit A that includes such Utility Company.

8. The Debtors are authorized to pay on a timely basis in accordance with their prepetition practices all undisputed invoices in respect of postpetition Utility Services rendered by the Utility Companies to the Debtors.

9. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under any order regarding the use of cash collateral, or budget in connection therewith, approved by this Court in these Chapter 11 Cases.

10. Notwithstanding anything to the contrary contained in this Interim Order or in the Motion, any payment, obligation, or other relief authorized by this Interim Order shall be subject to and limited by the requirements imposed on the Debtors under the terms of any interim and/or final orders regarding the use of cash collateral.

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

12. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

13. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

15. The final hearing (the "**Final Hearing**") on the Motion shall be held on _____, 2016, at ____:_____.m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on _____, 2016, and shall be served on: (a) Chaparral Energy, Inc., 701 Cedar Lake

Blvd., Oklahoma City, OK 73114 (Attn: Linda Byford), (b) Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Attn: David F. McElhoe), (c) Richards, Layton & Finger, One Rodney Square 920 North King St., Wilmington, Delaware 19801 (Attn: John H. Knight), (d) counsel to the administrative agent for the Debtors' prepetition secured financing, Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700, Dallas, Texas 75201 (Attn: Chris Dewar, Esq.); (e) counsel to the ad hoc committee of the holders of the Debtors' prepetition unsecured notes, Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, NY 10005 (Attn: Evan Fleck, Esq. and Michael Price, Esq.); (f) counsel to the official committee of unsecured creditors, if one is appointed, and (g) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801 (Attn: David Buchbinder), no later than _____, 2016, at 5:00 p.m. Prevailing Eastern Time. In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.

16. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Dated: _____, 2016
Wilmington, Delaware

THE HONORABLE [_____]]
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT C

Proposed Final Order

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

	X	
In re:	:	Chapter 11
	:	
CHAPARRAL ENERGY, INC., <u>et al.</u> ,	:	Case No. 16-_____ (_____)
	:	
Debtors. ¹	:	Jointly Administered
	:	
	X	

**FINAL ORDER UNDER 11 U.S.C. §§ 105(a) AND 366
(I) PROHIBITING UTILITY COMPANIES FROM ALTERING OR
DISCONTINUING SERVICE ON ACCOUNT OF PREPETITION INVOICES,
(II) APPROVING DEPOSIT AS ADEQUATE ASSURANCE OF PAYMENT,
AND (III) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS
BY UTILITY COMPANIES FOR ADDITIONAL ASSURANCE OF PAYMENT**

Upon the motion (the “**Motion**”)² of the Debtors for entry of a Final Order, under Bankruptcy Code Sections 105(a) and 366 (i) prohibiting the Debtors’ Utility Companies from altering, refusing, discontinuing service or discriminating against the Debtors, (ii) approving an adequate assurance deposit as adequate assurance of postpetition payment to the Utility Companies, and (iii) establishing procedures for resolving any subsequent requests by the Utility Companies for additional adequate assurance of payment; and the Court having reviewed the Motion and the Fischer Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein

¹ The Debtors in these cases, along with the last four (or five digits, in cases in which multiple Debtors have the same last four digits) 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); Green Country Supply, Inc. (2723); and Roadrunner Drilling, L.L.C. (2399). The Debtors’ address is 701 Cedar Lake Blvd., Oklahoma City, OK 73114.

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

in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED on a final basis, as set forth herein.
2. All objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. Absent further order of this Court, the Utility Companies, including any subsequently added Utility Companies, are hereby prohibited from altering, refusing or discontinuing service to, or discriminating against, the Debtors on account of unpaid prepetition invoices or due to the commencement of the Chapter 11 Cases, or requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than in accordance with the Additional Adequate Assurance Procedures contained herein.
4. To the extent not already deposited pursuant to the Interim order, the Debtors shall deposit a total of \$1,400,000 into a newly created, segregated, interest-bearing account (the “**Adequate Assurance Deposit**”) within twenty (20) days after the Petition Date. The Adequate Assurance Deposit shall serve as a cash security deposit to provide adequate assurance of payment for Utility Services provided to the Debtors after the Petition Date and through the pendency of these cases. The balance of the Adequate Assurance Deposit may be reduced by the Debtors, without further order, to account for the termination of Utility Services

by the Debtors or other arrangements with respect to adequate assurance of payment reached with a Utility Company. The obligation to maintain the Adequate Assurance Deposit shall terminate upon the effective date of a confirmed plan of reorganization or such other time as these cases may be closed.

5. To the extent the Debtors become delinquent with respect to a Utility Company's account, such Utility Company shall be permitted to file a written notice of such delinquency (the "**Delinquency Notice**") with the Court and serve such Delinquency Notice on: (a) Chaparral Energy, Inc., 701 Cedar Lake Blvd., Oklahoma City, OK 73114 (Attn: Linda Byford); (b) Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Attn: David F. McElhoe, Esq.); (c) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight, Esq.); (d) counsel to the administrative agent for the Debtors' prepetition secured financing, Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700, Dallas, Texas 75201 (Attn: Chris Dewar, Esq.); (e) counsel to the ad hoc committee of the holders of the Debtors' prepetition unsecured notes, Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, NY 10005 (Attn: Evan Fleck, Esq. and Michael Price, Esq.); (f) counsel to the official committee of unsecured creditors, if one is appointed; and (g) the United States Trustee for the District of Delaware (each, a "**Delinquency Notice Party**"). Such Delinquency Notice must (x) set forth the amount of the delinquency, (y) set forth the location for which utility services are provided, and (z) provide the Debtors' account number(s) with the Utility Company that have become delinquent.

6. If the delinquency is not cured and no Delinquency Notice Party has objected to the Delinquency Notice within ten (10) days of the receipt thereof, the Debtors

shall (a) remit to such Utility Company from the Adequate Assurance Deposit the amount of postpetition charges claimed as delinquent in the Delinquency Notice and (b) replenish the Adequate Assurance Deposit for the amount remitted to such Utility Company. If a Delinquency Notice Party objects to the Delinquency Notice, the Court shall hold a hearing to resolve the dispute and determine whether a payment should be remitted from the Adequate Assurance Deposit and, if such payment is warranted, how much shall be remitted.

7. The following procedures (the “**Additional Adequate Assurance Procedures**”) are hereby approved with respect to all Utility Companies, including all subsequently added Utility Companies:

- (a) Except as provided by the Additional Adequate Assurance Procedures, all Utility Companies are forbidden to (i) alter, refuse or discontinue services to, or discriminate against, the Debtors on account of unpaid prepetition invoices or any objections to the Debtors’ Adequate Assurance Deposit, or due to the commencement of the Chapter 11 Cases or (ii) require the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the establishment of the Adequate Assurance Deposit.
- (b) In the event that a Utility Company asserts that the Adequate Assurance Deposit is not satisfactory adequate assurance of payment as contemplated by Bankruptcy Code Section 366(c)(2), that Utility Company shall serve a written request (an “**Additional Adequate Assurance Request**”) for adequate assurance in addition to or in lieu of its rights in the Adequate Assurance Deposit. All Additional Adequate Assurance Requests shall be delivered by mail and email to each Delinquency Notice Party.
- (c) Any Additional Adequate Assurance Request must (i) set forth the location(s) for which Utility Services are provided, (ii) set forth the account number(s) for which Utility Services are provided, (iii) include a summary of the Debtors’ payment history relevant to the affected account(s), including any security deposit(s), (iv) set forth what the Utility Company would accept as satisfactory adequate assurance of payment and (v) provide a facsimile number and an email address to which the Debtors may respond to the Additional Adequate Assurance Request.
- (d) Upon the Debtors’ receipt of an Additional Adequate Assurance Request, the Debtors will promptly negotiate with the Utility Company to resolve the Additional Adequate Assurance Request.

- (e) Without further order of the Court, the Debtors may resolve an Additional Adequate Assurance Request by entering into agreements granting additional adequate assurance to the requesting Utility Company if the Debtors, in their sole discretion but subject to any cash collateral order (or accompanying budget) entered by this Court, determine that the Additional Adequate Assurance Request is reasonable or if the parties negotiate alternative consensual provisions.
- (f) If the Debtors determine that the Additional Adequate Assurance Request is not reasonable and are not able to promptly reach an alternative resolution with the Utility Company, the Debtors shall request a hearing before this Court (the “**Determination Hearing**”).
- (g) The Determination Hearing shall be an evidentiary hearing at which the Court shall determine whether the Adequate Assurance Deposit and the additional adequate assurance of payment requested by the Utility Company should be modified pursuant to Bankruptcy Code Section 366(c)(3)(A). The Determination Hearing shall be without prejudice to the right of any Utility Company to seek relief under Bankruptcy Code Section 366(c)(3) through a separate hearing on notice to the Debtors. Nothing set forth herein is intended to, nor shall it, modify or alter the burdens of proof in connection with the Determination Hearing or any such separate hearing.
- (h) Any Utility Company that does not serve an Additional Adequate Assurance Request shall be deemed to have received adequate assurance of payment that is satisfactory to such Utility Company within the meaning of Bankruptcy Code Section 366(c)(2).
- (i) All Utility Companies, including subsequently added Utility Companies, shall be prohibited from altering, refusing or discontinuing Utility Services to the Debtors, or from discriminating against the Debtors with respect to the provision of Utility Services, absent further order of this Court.

8. The Debtors are authorized, in their sole discretion, to amend Exhibit A attached to the Motion to add or delete any Utility Company, and this Final Order shall apply in all respects to any such Utility Company that is subsequently added to Exhibit A to the Motion. For those Utility Companies that are subsequently added to Exhibit A, the Debtors shall serve a copy of the Motion and this Final Order on such Utility Company, along with an amended Exhibit A that includes such Utility Company.

9. The Debtors are authorized to pay on a timely basis in accordance with their prepetition practices all undisputed invoices in respect of postpetition Utility Services rendered by the Utility Companies to the Debtors.

10. Notwithstanding anything to the contrary in this Final Order or in the Motion, any payment, obligation, or other relief authorized by this Final Order shall be subject to and limited by the requirements imposed on the Debtors under the terms of any interim and/or final orders approving the use of cash collateral.

11. Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Final Order, shall be deemed an admission as to the validity of any underlying obligation or a waiver of any rights the Debtors may have to dispute such obligation on any ground that applicable law permits.

12. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Final Order shall be effective and enforceable immediately upon entry hereof.

13. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

14. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Final Order is necessary to avoid immediate and irreparable harm.

15. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Final Order.

16. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Final Order.

Dated: _____, 2016

Wilmington, Delaware

THE HONORABLE [_____]]
UNITED STATES BANKRUPTCY JUDGE