

**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. 16-11144 (LSS)
	:	
Debtors. ¹	:	Jointly Administered
	:	
	:	
-----X		

**NOTICE OF (I) EFFECTIVE DATE OF THE FIRST AMENDED JOINT PLAN
OF REORGANIZATION FOR CHAPARRAL ENERGY, INC.
AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE
BANKRUPTCY CODE AND (II) ESTABLISHING DEADLINE FOR THE
FILING OF ADMINISTRATIVE CLAIMS AGAINST THE DEBTORS**

TO ALL CREDITORS, EQUITY INTEREST HOLDERS, AND OTHER PARTIES-IN-INTEREST:

PLEASE TAKE NOTICE that an order (the “**Confirmation Order**”) confirming the *First Amended Joint Plan Of Reorganization For Chaparral Energy, Inc. And Its Affiliate Debtors Under Chapter 11 Of The Bankruptcy Code*, dated March 7, 2017 (as amended, modified or supplemented, the “**Plan**”) was entered by this Court on March 10, 2017. Unless otherwise defined in this notice, capitalized terms used herein shall have the meanings ascribed to them in the Plan and the Confirmation Order.

PLEASE TAKE FURTHER NOTICE that the Plan was substantially consummated, and the Effective Date (as defined in the Plan) occurred, on March 21, 2017.

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

Deadline For Filing Administrative Claims

PLEASE TAKE FURTHER NOTICE that **April 20, 2017**, at 5:00 p.m. (Prevailing Eastern Time) (the “**Administrative Claims Bar Date**”) was established by this Court as the deadline by which holders of Administrative Claims must file proofs of administrative claim against the Debtors. For your convenience, enclosed with this notice is a proof of administrative claim form (the “**Proof of Administrative Claim Form**”). The Proof of Administrative Claim Form is also available free of charge on KCC’s website at <http://www.kccllc.net/chaparralenergy>. You may also contact the Debtors’ Voting and Claims Agent, KCC, at (888) 830-4659.

PLEASE TAKE FURTHER NOTICE that holders of the following Administrative Claims are **not** required to file a Proof of Administrative Claim on or before the Administrative Claims Bar Date solely with respect to such Administrative Claim: (i) an Administrative Claim against the Debtors for which a signed proof of administrative claim has already been properly filed with the Clerk of this Court for the District of Delaware or KCC in a form substantially similar to the Proof of Administrative Claim Form; (ii) an Administrative Claim that has been previously allowed, and/or paid in full by the Debtors, in accordance with the Bankruptcy Code or an order of this Court, (iii) an Administrative Claim that constitutes a Professional Fee Claim, and (iv) an Administrative Claim on account of (a) Prepetition Credit Agreement Agent & Lenders Fees and Expenses, (b) the Ad Hoc Noteholders Committee Fees and Expenses, (c) Prepetition Notes Indenture Trustee Fees and Expenses, or (d) the Backstop Parties Fees and Expenses (collectively, the “**Excluded Administrative Claims**”).

PLEASE TAKE FURTHER NOTICE that all holders of Administrative Claims (other than Excluded Administrative Claims) must submit (by overnight mail, courier service, hand delivery, regular mail or in person) an original, written Proof of Administrative Claim Form so as to be **actually received** by KCC, by no later than 5:00 p.m. (Prevailing Eastern Time) on or before the Administrative Claims Bar Date (April 20, 2017) at the following address:

Chaparral Claims Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

Alternatively, holders of Administrative Claims may submit a Proof of Administrative Claim electronically by completing the Proof of Administrative Claim Form that can be accessed at KCC’s website, <http://www.kccllc.net/chaparralenergy>.

PLEASE TAKE FURTHER NOTICE that Proofs of Administrative Claims will be deemed timely filed only if **actually received** by KCC on or before the Administrative Claims Bar Date. Proofs of Administrative Claims may **not** be delivered by facsimile, telecopy, or e-mail transmission. Any facsimile, telecopy, or electronic mail submissions will **not** be accepted and will **not** be deemed filed until a Proof of Administrative Claim Form is submitted to KCC by overnight mail, courier service, hand delivery, regular mail, in person or electronically through KCC’s website.

PLEASE TAKE FURTHER NOTICE that parties wishing to receive acknowledgment that their Proofs of Administrative Claim Forms were received by KCC must submit (i) a copy of

the Proof of Administrative Claim Form and (ii) a self-addressed, stamped envelope (in addition to the original Proof of Administrative Claim Form sent to KCC).

PLEASE TAKE FURTHER NOTICE that to be valid, your Proof of Administrative Claim Form **MUST** (i) be signed by the applicable holder of the Administrative Claim; (ii) be written in the English language; (iii) be denominated in lawful currency of the United States; and (iv) be submitted with copies of any supporting documentation or an explanation of why any such documentation is not available.

PLEASE TAKE FURTHER NOTICE that any holder of an Administrative Claim who is required, but fails, to file a Proof of Administrative Claim Form with KCC on or before the Administrative Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Claim against the Debtors or the Reorganized Debtors (or filing a Proof of Administrative Claim Form with respect thereto), and the Debtors' and the Reorganized Debtors' property shall be forever discharged from any and all indebtedness or liability with respect to such Administrative Claim.

ALL PLEADINGS FILED WITH, AND ORDERS GRANTED BY, THE BANKRUPTCY COURT ARE AVAILABLE FOR INSPECTION ON THE BANKRUPTCY COURT'S INTERNET SITE AT WWW.DEB.USCOURTS.GOV AND AT NO COST FROM THE REORGANIZED DEBTORS' RESTRUCTURING WEBSITE: [HTTP://WWW.KCCLLC.NET/CHAPARRALENERGY](http://WWW.KCCLLC.NET/CHAPARRALENERGY).

Dated: March 21, 2017
Wilmington, Delaware

BY THE ORDER OF THE COURT
THE HONORABLE LAURIE SELBER
SILVERSTEIN

Counsel for the Debtors and Debtors-in-Possession

RICHARDS, LAYTON & FINGER, P.A.

Mark D. Collins (2981)
John H. Knight (No. 3848)
Joseph C. Barsalona II (No. 6102)
Brendan J. Schlauch (No. 6115)
One Rodney Square, 920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

LATHAM & WATKINS LLP

Richard A. Levy
Keith A. Simon
David F. McElhoe
885 Third Avenue
New York, New York 10022
Telephone: (212) 906-1200
Facsimile: (212) 751-4864

PRF # 82154 | Case No.: 16-11144 | Svc: 5 | PackID: 18521 | NameID: 12683226

JACQUELINE OLIVER FAMILY TRUST
DAVID RICHARD OLIVER CO-TRUSTEE
706 VISTA PALACIO
CAMARILLO, CA 93012

**Your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/chaparralenergy>.
Your unique login information is:**

ID: 23893239

PIN: NdVOFho5

USE ONLY FOR ADMINISTRATIVE EXPENSE CLAIMS THAT AROSE ON OR AFTER MAY 9, 2016.

April 20, 2017, at 5:00 p.m. (Prevailing Eastern Time) is the deadline to file this Administrative Expense Claim Request Form.

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		ADMINISTRATIVE EXPENSE PROOF OF CLAIM FORM
Debtor against which claim is asserted: (check one) <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Chaparral Energy, Inc. (Case No. 16-11144) <input type="checkbox"/> CEI Acquisition, L.L.C. (Case No. 16-11146) <input type="checkbox"/> Chaparral Exploration, L.L.C. (Case No. 16-11147) <input type="checkbox"/> CEI Pipeline, L.L.C. (Case No. 16-11148) <input type="checkbox"/> Chaparral Real Estate, L.L.C. (Case No. 16-11149) <input type="checkbox"/> Chaparral Biofuels, L.L.C. (Case No. 16-11150) </div> <div style="width: 48%;"> <input type="checkbox"/> Chaparral Resources, L.L.C. (Case No. 16-11151) <input type="checkbox"/> Chaparral CO2, L.L.C. (Case No. 16-11152) <input type="checkbox"/> Green Country Supply, Inc. (Case No. 16-11153) <input type="checkbox"/> Chaparral Energy, L.L.C. (Case No. 16-11154) <input type="checkbox"/> Roadrunner Drilling, L.L.C. (Case No. 16-11155) </div> </div>		Administrative Expense Claim Request THIS SPACE IS FOR COURT USE ONLY.
NOTE: This Administrative Expense Claim Request form is to be used solely in connection with a request for payment of an administrative expense arising after commencement of these cases pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): JACQUELINE OLIVER FAMILY TRUST Name and address where notices should be sent: NameID: 12683226 JACQUELINE OLIVER FAMILY TRUST DAVID RICHARD OLIVER CO-TRUSTEE 706 VISTA PALACIO CAMARILLO, CA 93012 <div style="text-align: right;">Telephone number: _____</div>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____
Name and address where payment should be sent (if different from above): <div style="text-align: right;">Telephone number: _____</div>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
IMPORTANT: Please list the name and address of any property related to your claim (if applicable). Property Name: _____ Property Address: _____		
1. Basis for Claim: _____ (See instruction #2 on reverse side.)		
2. Last four digits of any number by which creditor identifies debtor: _____		
3. TOTAL AMOUNT OF ADMINISTRATIVE EXPENSE CLAIM: <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		<div style="font-size: 2em;">\$</div> <div style="font-size: 1.5em; margin-top: 10px;">(Total)</div>
4. BRIEF DESCRIPTION OF CLAIM (attach any additional information): 		
5. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 6. Supporting Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <i>(See definition of "redacted" on reverse side.)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: DATE-STAMPED COPY: To receive an acknowledgment of the filing of your administrative expense proof of claim, enclose a stamped, self-addressed envelope and copy of this administrative expense proof of claim, or you may view your claim information by visiting the website of the Claims Agent (www.kccllc.net/ChaparralEnergy). IF PROOF OF CLAIM IS SENT BY MAIL, HAND DELIVERY, OR OVERNIGHT COURIER, SEND TO: <div style="text-align: center;"> Chaparral Claims Processing Center c/o KCC 2335 Alaska Avenue El Segundo, CA 90245 Please see instructions on back of Proof of Claim </div>		THIS SPACE IS FOR COURT USE ONLY.
Date: _____	Signature: the person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



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INSTRUCTIONS FOR ADMINISTRATIVE EXPENSE PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, there may be exceptions to these general rules.

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, District of Delaware), the bankruptcy Debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Basis for Claim:

State the type of debt for which the administrative expense proof of claim is being filed. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

2. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

3. Total Amount of Administrative Expense Claim:

Fill in the applicable amounts of the entire administrative expense proof of claim. If interest or other charges in addition to the principal amount of the administrative expense proof of claim are included, check the appropriate place on the form and attach an itemization of interest and charges.

4. Brief Description of Claim

Describe the Administrative Expense Claim including, but not limited to, the actual and necessary costs and expenses of operating one or more of the Debtors' estates or any actual and necessary costs and expenses of operating one or more of the Debtors' businesses.

5. Credits:

An authorized signature on this administrative expense proof of claim serves as an acknowledgement that when calculating the amount of the administrative expense proof of claim, the creditor gave the Debtor credit for any payments received toward the debt.

6. Supporting Documents:

Attach to this administrative expense proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this administrative expense proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this administrative expense proof of claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on an administrative expense proof of claim.

DEFINITIONS

Name of Debtor and Case Number:

A complete list of Debtors with corresponding case numbers is listed above. You MUST fill in the specific Debtor against which your claim is being asserted and the case number of the Debtor's bankruptcy case. If you are asserting claims against more than one Debtor, you MUST file a separate administrative expense proof of claim for each Debtor.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the Debtor on the date of the bankruptcy filing.

Administrative Expense Claim

Any right to payment constituting a cost or expense of administration of any of the Debtors' Cases allowed under sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, any actual and necessary costs and expenses of operating one or more of the Debtors' Estates, any actual and necessary costs and expenses of operating one or more of the Debtors' businesses, and any fees or charges assessed against one or more of the Debtors' Estates, any actual and necessary costs and expenses of operating one or more of the Debtors' businesses, and any fees or charges assessed against one or more of the Estates of the Debtors under section 1930 of chapter 123 of title 28 of the United States Code.

Administrative Expense Creditor

An Administrative Expense Creditor is any person, corporation, or other entity to whom the Debtor owes a debt for an administrative expense.

Administrative Expense Proof of Claim

A form telling the Bankruptcy Court how much the Debtor owes a creditor for administrative expenses.

Submitting Administrative Expense Proof of Claim

Submit a signed original claim request with any attachments via United States mail, overnight courier service or hand delivery to:

**Chaparral Claims Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245**

Submission by facsimile or electronic mail will not be accepted.

INFORMATION

Acknowledgement of Filing a Claim

To receive acknowledgment of your filing, enclose a stamped self-addressed envelope and a copy of this administrative expense proof of claim or you may view your claim information by visiting the website of the Claims Agent (www.kccllc.net/ChaparralEnergy).

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the Debtors. These entities do not represent the bankruptcy court or the Debtors. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

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

In re:	X	
	:	Chapter 11
	:	
CHAPARRAL ENERGY, INC., <i>et al.</i>	:	Case No. 16-11144 (LSS)
	:	
Debtors. ¹	:	Jointly Administered
	X	

**NOTICE OF (A) PLAN CONFIRMATION HEARING, (B) OBJECTION AND
VOTING DEADLINES AND (C) SOLICITATION AND VOTING PROCEDURES**

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE ENTITLED
TO VOTE ON THE PLAN. THEREFORE, YOU SHOULD READ THIS
NOTICE CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF
YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

TO: ALL HOLDERS OF CLAIMS AGAINST, AND HOLDERS OF EQUITY INTERESTS IN, CHAPARRAL ENERGY, INC. AND ITS AFFILIATE DEBTORS AND DEBTORS IN POSSESSION AND ALL OTHER PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES

PLEASE TAKE NOTICE THAT on January 25, 2017, Chaparral Energy, Inc. and its affiliate debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) filed their (i) Plan of Reorganization for Chaparral Energy, Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 783] (as may be amended from time to time, the “Plan”) and (ii) Disclosure Statement for the Plan of Reorganization for Chaparral Energy, Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 784] (as may be amended from time to time, the “Disclosure Statement”).² On January 25, 2017, the Bankruptcy Court entered an order (i) approving the Disclosure Statement as containing “adequate information” pursuant to Bankruptcy Code Section 1125, (ii) establishing the Voting Record Date, Voting Deadline and other dates (iii) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan and (iv) approving the manner and forms of certain notices [Docket No. 780] (the “Disclosure Statement Order”).

PLEASE TAKE FURTHER NOTICE THAT the Debtors are soliciting acceptances of the Plan from Holders of Claims who are entitled to vote on the Plan. The Bankruptcy Court can confirm the Plan and bind all Holders of Claims and Equity Interests if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of Bankruptcy Code Section 1129(a). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (b) otherwise satisfies the requirements of Bankruptcy Code Section

¹ The Debtors in these cases, along with the last four or five 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 will have the meanings set forth in the Plan.

1129(b). If the Plan is confirmed by the Bankruptcy Court, it will be binding on all Holders of Claims and Equity Interests whether or not a particular Holder voted or affirmatively voted to reject the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Confirmation Hearing to consider confirmation of the Plan will commence at **10:00 a.m. prevailing Eastern Time on March 9, 2017**, before the Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to Bankruptcy Code Section 1127, prior to, during or as a result of the Confirmation Hearing, without further notice to parties in interest.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

1. In accordance with Bankruptcy Code Sections 1122 and 1123, the Plan contemplates classifying Holders of Claims and Equity Interests into various Classes for all purposes, including with respect to voting on the Plan, as follows:

SUMMARY OF STATUS AND VOTING RIGHTS

<u>Class</u>	<u>Claim/Equity Interest</u>	<u>Status</u>	<u>Voting Rights</u>
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	Secured Tax Claims	Unimpaired	Deemed to Accept
4	Prepetition Credit Agreement Claims	Impaired	Entitled to Vote
5	Prepetition Notes Claims	Impaired	Entitled to Vote
6	General Unsecured Claims	Impaired	Entitled to Vote
7	Convenience Class Claims	Impaired	Entitled to Vote
8	Royalty Payment Litigation Claims	Impaired	Entitled to Vote
9	Intercompany Claims	Impaired	Deemed to Accept
10	Old Parent Interests	Impaired	Deemed to Reject
11	Old Affiliate Interests in any Parent Subsidiary	Unimpaired	Deemed to Accept

2. **Voting Record Date.** The Voting Record Date is **January 17, 2017**. The Voting Record Date is the date by which it will be determined which Holders of Claims in Classes 4, 5, 6, 7, and 8 are entitled to vote on the Plan.

3. **Voting Deadline.** The deadline for voting on the Plan is **5:00 p.m. prevailing Eastern Time on February 27, 2017** (the "**Voting Deadline**"). If you hold a Claim against one or more of the Debtors as of the Voting Record Date and are entitled to vote to accept or reject the Plan, you should have received a Ballot, a Beneficial Holder Ballot, or a Master Ballot (as applicable) and corresponding voting instructions. For your vote to be counted, you **must**: (a) follow such voting instructions carefully, (b) complete **all** the required information on the Ballot, Beneficial Holder Ballot, or Master Ballot, as applicable; **and** (c) sign, date and return your completed Ballot, Beneficial Holder Ballot, or Master Ballot, as applicable, so that it is **actually received** by the Voting and Claims Agent according to and as set forth in detail in the voting instructions on or before the Voting Deadline. If you are instructed to return your Beneficial Holder Ballot to your Intermediary Record Owner, you must submit your completed ballot to your Intermediary Record Owner in enough time for your Intermediary Record Owner to send a Master Ballot recording your vote to the Voting and Claims Agent by the Voting Deadline. *A failure to follow such instructions may disqualify your vote.*

4. Temporary Allowance of Claims for Voting Purposes. Any Holder of a Claim against the Debtors for which the Debtors have filed an objection on or before **January 30, 2017**, whether such objection related to the entire claim or a portion thereof, shall not be entitled to vote on the Plan and shall not be counted in determining whether the requirements of Bankruptcy Code Section 1126(c) have been met with respect to the Plan. Any Holder of a Class 4, 5, 6, 7, or 8 Claim against the Debtors for which such Holder has filed a proof of claim, which, in whole or in part, reflects an unliquidated or contingent claim, and which is not subject to an objection filed by the Debtors, shall have its entire claim temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00. If any such Holder of a Class 4, 5, 6, 7, or 8 Claim described in this paragraph 4 disagrees with the Debtors' classification or status of its Claim, then such Holder **MUST** file with the Bankruptcy Court and serve upon the Notice Parties listed below, on or before **4:00 p.m. prevailing Eastern Time on February 20, 2017** (the "**Resolution Deadline**"), a motion requesting temporary allowance of its Claim solely for voting purposes in accordance with Bankruptcy Rule 3018 (such motion, the "**Temporary Allowance Motion**"). No later than three (3) Business Days after the filing and service of such Temporary Allowance Motion, the Voting and Claims Agent will send such Holder a Solicitation Package, including the appropriate ballot, and a pre-addressed, postage pre-paid envelope, which such Holder must then return its ballot according to the instructions attached thereto so it is **actually received** by the Voting and Claims Agent on or before the Voting Deadline. Please be advised that the Debtors reserve all of their rights and objections regarding any and all Temporary Allowance Motions that may be filed with the Bankruptcy Court and that the distribution of a Solicitation Package is not and shall not constitute a waiver or release of such rights and objections.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

5. Plan Objection Deadline. The deadline for filing objections to the Plan is **February 27, 2017 at 4:00 p.m. prevailing Eastern Time** (the "**Plan Objection Deadline**").

6. Objections to the Plan. Any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim of such Entity; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is **actually received** no later than the Plan Objection Deadline by the parties listed below (the "**Notice Parties**"). CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

Notice Parties

- (a) Counsel to the Debtors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022-4834 (Attn: Keith Simon, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight, Esq.);
- (b) Counsel to the Prepetition Credit Agreement Agent, Vinson & Elkins LLP, 2001 Ross Avenue, Suite 3700, Dallas, Texas 75201-2975 (Attn: Bill Wallander, Esq.);
- (c) Counsel to the Ad Hoc Noteholders Committee, Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, New York, 10005 (Attn: Evan Fleck, Esq.); and
- (d) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: David Buchbinder, Esq.).

ADDITIONAL INFORMATION

7. Obtaining Solicitation Materials. If you would like to obtain a Solicitation Package or if you have questions regarding the procedures and requirements for objecting to the Plan, you may contact the Debtors' Voting and Claims Agent, Kurtzman Carson Consultants LLC, by: (i) calling the Debtors' restructuring hotline at (888) 830-4659; (ii) visiting the Debtors' restructuring website at: <http://www.kccllc.net/chaparralenergy>; and/or (iii) writing to Chaparral Energy, Inc., c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, California 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/chaparralenergy>. Please be advised that the Voting and Claims Agent is authorized to answer questions and provide additional copies of solicitation materials but may not advise you as to whether you should vote to accept or reject the Plan.

8. Filing the Plan Supplement. The Debtors will file the Plan Supplement no fewer than twenty-one (21) days prior to the Plan Objection Deadline and will serve the Plan Supplement on all parties that have filed requests for notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of such filing date and on such parties directed by the Court pursuant to the Disclosure Statement Order. Copies of the Plan Supplement may be obtained in the manner set forth in paragraph 7 above.

9. THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THE PROVISIONS ARE SET FORTH AT THE END OF THIS NOTICE. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

Wilmington, Delaware
January 25, 2017

LATHAM & WATKINS LLP

Attn: Richard A. Levy
Attn: Keith A. Simon
Attn: Annemarie V. Reilly
Attn: David F. McElhoe
885 Third Avenue
New York, New York 10022-4834
Fax: 212-751-4864

RICHARDS, LAYTON & FINGER, P.A.

Attn: Mark D. Collins
Attn: John H. Knight
Attn: Joseph C. Barsalona II
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Fax: 302-651-7701

Co-Counsel to the Debtors

RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED IN THE PLAN

X.B Release of Claims and Causes of Action

1. Release by the Debtors. Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in Article X of the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the "Debtor Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released will be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the "Debtor Release") from any and all Claims, Causes of Action, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether

for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of (i) the Debtors, the Chapter 11 Cases, the Disclosure Statement, the Plan, the Plan Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Plan Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of this Debtor Release will not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in Article X.B of the Plan will or will be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, will constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

2. Release By Third Parties. Except as otherwise expressly provided in Article X of the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released will be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all Claims, Causes of Action, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of (i) the Debtors, the Chapter 11 Cases, the Disclosure Statement, the Plan, the Plan Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated

in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Plan Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, however, that the foregoing provisions of this Third Party Release will not operate to waive or release (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any of the obligations of the Debtors and/or the Reorganized Debtors under the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan (including, without limitation, the Exit Facility Loan Documents) or assumed pursuant to the Plan (including, without limitation, the Postpetition Hedge Agreement or assumed pursuant to Final Order of the Bankruptcy Court; (iii) the rights of such Non-Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan (including, without limitation, the Exit Facility Loan Documents) or assumed pursuant to the Plan (including, without limitation, the Postpetition Hedge Agreements) or assumed pursuant to Final Order of the Bankruptcy Court; and/or (iv) any objections with respect to any Professional's final fee application or accrued Professional Fee Claims in these Chapter 11 Cases. The foregoing release will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Third Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, will constitute the Bankruptcy Court's finding that the Third Party Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Third Party Release; (iii) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

X.E Exculpation

Effective as of the Effective Date, the Exculpated Parties will neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of the Plan, the Disclosure Statement, the Restructuring Documents or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, including the Plan Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of the Plan; provided, however, that the foregoing provisions of this exculpation will not operate to waive or release: (i) any Causes of Action expressly set forth in and preserved by the Plan; (ii) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (iii) any of the obligations of the Debtors and/or the Reorganized Debtors under the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan (including, without limitation, the Exit Facility Loan Documents) or assumed pursuant to the Plan (including, without limitation, the Postpetition Hedge Agreements) or assumed pursuant to Final Order of the Bankruptcy Court, (iv) the rights of any Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan (including, without limitation, the Exit Facility Loan Documents) or assumed pursuant to the Plan (including, without limitation, the Postpetition Hedge Agreements) or assumed pursuant to Final Order of the Bankruptcy Court; and/or (v) any objections with respect to any Professional's final fee application or

accrued Professional Fee Claims in these Chapter 11 Cases; provided, further, that each Exculpated Party will be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in Article X.E of the Plan will or will be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan.

X.G Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, WILL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

Chaparral Energy, Inc.
c/o KCC
2335 Alaska Ave
El Segundo, CA 90245

PRF 81151 12683226

017262

JACQUELINE OLIVER FAMILY TRUST
DAVID RICHARD OLIVER CO-TRUSTEE
706 VISTA PALACIO
CAMARILLO CA 93012



May 27, 2016

Dear Partner,

As you are most assuredly aware, this is a tremendously difficult time for the energy industry. With oil prices dropping more than 70 percent since mid-2014, oil and gas companies, including Chaparral, have had to make difficult decisions in an effort to lower capital, operating, administrative and financing costs. As part of this effort, Chaparral continues to negotiate a financial restructuring agreement with the company's bondholders, which will reduce the company's debt by more than \$1.2 billion and enhance our financial flexibility and long-term security. As part of an anticipated agreement, Chaparral voluntarily filed for relief under Chapter 11 of the U.S. Bankruptcy Code on May 9. Doing so will better protect our business from legal and financial claims while we obtain court approval for our restructuring plan.

I want to assure you this does **not** mean Chaparral is going out of business, nor does it mean we are pursuing a sale or merger of the company. In February, we drew down \$141 million from our revolving credit facility that will help us continue to operate throughout this process. As such, our day-to-day business will continue without interruption.

Chaparral is committed to maintaining a strong relationship with our royalty, surface and working interest owners and the communities where we operate throughout this process. As a result, nothing should change for our owners. We intend to honor our commitments related to royalties, working interest, oil and gas leases and surface obligations. You can also rest assured you will continue to receive royalty and revenue payments during this process.

We understand that you may have additional questions regarding this process and what it means for you. We have created a dedicated restructuring page on our website to provide additional information and updates, which you can visit at chaparralenergy.com/restructuring. We have also established a restructuring hotline, which you can call Monday through Friday from 8 a.m. to 5 p.m. Central Standard Time at 888-830-4659 (internationally at 310-751-2644).

We deeply value our partnership with you and thank you for your continued support as we look forward to working with you for many, many more years.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark A. Fischer".

Mark A. Fischer
Chief Executive Officer
Chaparral Energy

Chaparral Energy, Inc.
c/o KCC
2335 Alaska Ave
El Segundo, CA 90245

PRF 76647 12683226

014241

JACQUELINE OLIVER FAMILY TRUST
DAVID RICHARD OLIVER CO-TRUSTEE
706 VISTA PALACIO
CAMARILLO CA 93012

[illegible]

In re:	X	Chapter 11
CHAPARRAL ENERGY, INC., <i>et al.</i>	:	Case No. 16-11144 (LSS)
	:	
Debtors. ¹	:	Jointly Administered
	:	
	:	Hearing Date: January 24, 2017 at 9:30 a.m. (ET)
	X	Obj. Deadline: January 17, 2017 at 4:00 p.m. (ET)

TO: ALL HOLDERS OF CLAIMS AGAINST, AND HOLDERS OF EQUITY INTERESTS IN, CHAPARRAL ENERGY, INC. AND ITS AFFILIATE DEBTORS AND DEBTORS IN POSSESSION AND ALL OTHER PARTIES-IN-INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES

PLEASE TAKE NOTICE THAT on December 19, 2016, Chaparral Energy, Inc. and its affiliate debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) filed their (i) Plan of Reorganization for Chaparral Energy, Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 665] (as may be amended from time to time, the “Plan”) and (ii) Disclosure Statement for the Plan of Reorganization for Chaparral Energy, Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 666] (as may be amended from time to time, the “Disclosure Statement”).³ The Debtors intend to promptly file a motion seeking entry of an order (i) approving the Disclosure Statement as containing “adequate information” pursuant to Bankruptcy Code Section 1125, (ii) establishing the Voting Record Date, Voting Deadline and other dates, (iii) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan, and (iv) approving the manner and forms of certain notices (the “Disclosure Statement Motion”).

PLEASE TAKE FURTHER NOTICE THAT a hearing will held before the Laurie Selber Silverstein, United States Bankruptcy Judge, on **January 24, 2017 at 9:30 a.m. prevailing Eastern Time**, in the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801 (the “Disclosure Statement Hearing”), to consider the entry of an order approving the Disclosure Statement Motion. Please be advised that the Disclosure Statement Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan or related documents, you should contact Kurtzman Carson Consultants

The Debtors in these cases, along with the last four or five 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 will have the meanings set forth in the Plan.

LLC, the voting and claims agent retained by the Debtors in these chapter 11 cases, by: (i) calling the Debtors' restructuring hotline at (888) 830-4659; (ii) visiting the Debtors' restructuring website at: <http://www.kccllc.net/chaparralenergy>; and/or (iii) writing to Chaparral Energy, Inc., c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, California 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/chaparralenergy>.

PLEASE TAKE FURTHER NOTICE THAT objections, if any, to the adequacy of the Disclosure Statement or the relief sought in connection therewith must: (i) be made in writing; (ii) conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware; (iii) state with particularity the legal and factual basis for the objection; and (iv) be filed with the Bankruptcy Court (contemporaneously with a proof of service), and be served upon the following parties (the "Notice Parties") so as to be actually received by each of them on or before **4:00 p.m. prevailing Eastern Time on January 17, 2017** (the "Objection Deadline"):

- (a) Counsel to the Debtors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022-4834 (Attn: Keith Simon, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight, Esq.);
- (b) Counsel to the Prepetition Credit Agreement Agent, Vinson & Elkins LLP, 2001 Ross Avenue, Suite 3700, Dallas, Texas 75201-2975 (Attn: Bill Wallander, Esq.);
- (c) Counsel to the Ad Hoc Noteholders Committee, Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, New York, 10005 (Attn: Evan Fleck, Esq.); and
- (d) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: David Buchbinder, Esq.).

PLEASE TAKE FURTHER NOTICE THAT only those objections made in writing and timely filed and received by the Objection Deadline will be considered by the Bankruptcy Court during the Disclosure Statement Hearing. If no objections to the Disclosure Statement Motion are timely and properly filed and served in accordance with the procedures set forth herein, the Bankruptcy Court may enter an order granting the Disclosure Statement Motion without further notice.

Dated: December 19, 2016
Wilmington, Delaware

LATHAM & WATKINS LLP

Attn: Richard A. Levy
Attn: Keith A. Simon
Attn: Annemarie V. Reilly
Attn: David F. McElhoe
885 Third Avenue
New York, New York 10022-4834
Fax: 212-751-4864

RICHARDS, LAYTON & FINGER, P.A.

Attn: Mark D. Collins
Attn: John H. Knight
Attn: Joseph C. Barsalona II
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Fax: 302-651-7701

Co-Counsel to the Debtors

Information to identify the case:

Debtor: Chaparral Energy, Inc.

EIN: 73-1590941

United States Bankruptcy Court District of Delaware

Case Number: 16-11144 (LSS)

Official Form 309F (For Corporations or Partnerships)

Notice of Chapter 11 Bankruptcy Case

12/15

For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered. This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

Valid Picture ID is required for access to the J. Caleb Boggs Federal Building. Additionally, Debtor(s) must also present photo ID plus original verification of his/her social security number to the Bankruptcy Trustee. If you do not have a photo ID and/or original verification of your social security number, please contact the Office of the United States Trustee (302-573-6491).

1. Debtor's full name
Chaparral Energy, Inc.

2. All other names used in the last 8 years: N/A

Jointly Administered Cases <i>[Other Names, if any, used by the Debtor in the last 8 years appear in brackets and italics]</i>	Case No.	Tax ID.
CEI Acquisition, L.L.C.	16-11146	20-3551817
Chaparral Exploration, L.L.C.	16-11147	26-2831968
CEI Pipeline, L.L.C.	16-11148	20-5396877
Chaparral Real Estate, L.L.C.	16-11149	73-1591655
Chaparral Biofuels, L.L.C.	16-11150	26-0371066
Chaparral Resources, L.L.C.	16-11151	73-1591710
Chaparral CO2, L.L.C.	16-11152	73-1591656
Green Country Supply, Inc. <i>[Green Country Chemical; Green Country Submersible Pumps; Green Country Oilfield Services; GCS Chemical; GCS Submersible Pumps]</i>	16-11153	73-0802723
Chaparral Energy, L.L.C. <i>[Noram Petroleum, LLC]</i>	16-11154	73-1320941
Roadrunner Drilling, L.L.C.	16-11155	26-2172399

3. Address

701 Cedar Lake Blvd.
Oklahoma City, OK 73114

4. Debtor's attorney (name and address)

RICHARDS, LAYTON & FINGER, P.A.
Mark D. Collins (No. 2981)
John H. Knight (No. 3848)
Joseph C. Barsalona II (No. 6102)
Brendan J. Schlauch (No. 6115)
One Rodney Square
920 North King Street
Wilmington, Delaware 19801

Contact phone: (302) 651-7700
Email: Collins@rlf.com
Knight@rlf.com
Barsalona@rlf.com
Schlauch@rlf.com

LATHAM & WATKINS LLP
Richard A. Levy
Keith A. Simon
David F. McElhoe
885 Third Avenue
New York, New York 10022-4834

Contact phone: (212) 906-1200
Email: Richard.Levy@lw.com
Keith.Simon@lw.com
David.McElhoe@lw.com

5. Bankruptcy clerk's office

Documents in this case may be filed at this address.
You may inspect all records filed in this case at this
office or online at www.pacer.gov

824 Market Street, 3rd Floor
Wilmington, DE 19801

Hours open: Monday – Friday
8:00 AM – 4:00 PM
Contact phone 302-252-2900

6. Meeting of creditors

The debtor's representative must attend the meeting to
be questioned under oath.
Creditors may attend, but are not required to do so.

(Enter Date and Time)

June 17, 2016 at 10:00 a.m.

The meeting may be continued or adjourned to a later date.
If so, the date will be on the court docket.

Location:

844 King Street, Room 2112,
Wilmington, DE 19801

7. Proof of claim deadline

Deadline for filing proof of claim: Not yet set. If a deadline is set, notice will be sent at a later time.

A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be filed either electronically or as a paper document. For more information on how to file a Proof of Claim, visit the Delaware Bankruptcy Court's website at <http://www.deb.uscourts.gov/claims-information>.

Your claim will be allowed in the amount scheduled unless:

- Your claim is designated as disputed, contingent or unliquidated;
- You file a proof of claim in a different amount; or
- You receive another notice

If your claim is not scheduled or if your claim is designated as disputed, contingent, or unliquidated, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled.

You may review the schedules at the bankruptcy clerk's office or online at www.pacer.gov

Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.

8. Exception to discharge deadline

The bankruptcy clerk's office must
receive a complaint and any
required filing fee by the following
deadline.

You must start a judicial proceeding by filing a complaint if you want to have a debt excepted from discharge under 11 U.S.C. § 1141(d)(5)(A).

Deadline for filing the complaint: August 16, 2016.

9. Creditors with a foreign address

If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.

10. Filing a Chapter 11 bankruptcy case

Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.

11. Discharge of debtors

Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge under 11 U.S.C. § 1141(d)(6)(A), you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- ☐ Connect Transport, LLC (Case No. 16-33971)
 ☐ Port Allen Terminal, LLC (Case No. 16-33976)
- ☐ Big Rig Tanker, L.L.C. (Case No. 16-33972)
 ☐ Port Hudson Terminal, LLC (Case No. 16-33977)
- ☐ MG Rolling Stock Land, L.L.C. (Case No. 16-33973)
 ☐ Murphy Terminals, LLC (Case No. 16-33978)
- ☒ Murphy Energy Corporation (Case No. 16-33974)
 ☐ Connect Terminals, LLC (Case No. 16-33979)
- ☐ Murphy Holdings, Inc. (Case No. 16-33975)

Official Form 410

Proof of Claim

04/16

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

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

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

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

NameID: 12811648

1. Who is the current creditor?	<u>JACQUELINE OLIVER FAMILY TRUST</u> Name of the current creditor (the person or entity to be paid for this claim)		
	Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>JACQUELINE OLIVER FAMILY TRUST</u> <u>DAVID RICHARD OLIVER CO-TRUSTEE</u> <u>706 VISTA PALACIO</u> <u>CAMARILLA, CA 93012</u>	Where should payments to the creditor be sent? (if different) Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Country _____ Contact phone _____ Contact email _____	
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>(805) 388-6063</u> Contact email _____	Contact phone _____ Contact email _____	
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____			
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

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

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

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

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

9. Is all or part of the claim secured? ☐ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

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

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

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

☐ No

☐ Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

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

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

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

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

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

Check the appropriate box:

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

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

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

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

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

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

Executed on date _____
MM / DD / YYYY

Signature _____

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

Name

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Number

Street

City

State

ZIP Code

Country

Contact phone

Email

