IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	§	Chapter 11
CHAPARRAL ENERGY, INC., *et al.*[1]	§	Case No. 16-11144 (LSS)
Debtors.	§	(Jointly Administered)
	§	**Re: Docket Nos. 18, 85, 191, 225, 300, 446, 499 & 527**

EIGHTH INTERIM ORDER (I) AUTHORIZING POSTPETITION LIMITED USE OF CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, AND 507, BANKRUPTCY RULES 2002, 4001, AND 9014, AND LOCAL BANKRUPTCY RULE 4001-2, (III) MODIFYING THE AUTOMATIC STAY, (IV) SCHEDULING A FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(B), AND (V) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**") filed by the above-captioned debtors, as debtors in possession (collectively, the "**Debtors**") pursuant to §§ 105, 361, 362, 363, and 507 of title 11 of the United States Code (the "**Bankruptcy Code**"), rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and rule 4001-2 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), which requests, *inter alia*:

(a) authorization for the Debtors to use Cash Collateral (as defined below) of JPMorgan Chase Bank, N.A., as administrative agent (the "**Prepetition Agent**") for the lenders party from time to time to the Prepetition Credit Agreement (as defined below) (collectively, the "**Prepetition Lenders**"), as well as the Issuing Banks, the Secured Swap Providers, and Banking Services Providers (each as defined in the Prepetition

[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.

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Credit Agreement, and together with the Prepetition Agent and the Prepetition Lenders, collectively, the "**Prepetition Secured Parties**") on an interim basis and solely upon the terms and conditions set forth in this order (the "**Interim Order**") during the period following the Petition Date (as defined below) and through the Termination Date (as defined below);

(b) authorization to provide adequate protection of the respective interests of the Prepetition Agent and the other Prepetition Secured Parties, pursuant to §§ 361 and 363(e) of the Bankruptcy Code, in the Prepetition Collateral (defined below) and Cash Collateral for such interim use;

(c) modification of the automatic stay imposed by § 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Interim Order and the Final Order (as defined below);

(d) that a final hearing (the "**Final Hearing**") be scheduled by the Court to consider entry of a final order (the "**Final Order**") authorizing on a final basis the relief requested in the Motion; and

(e) waiver of any applicable stay with respect to the effectiveness and enforceability of this Interim Order or the Final Order (including a waiver pursuant to Bankruptcy Rule 6004(h));

adequate and sufficient notice of the Motion under the circumstances having been given, and the Court having conducted an interim hearing on May 11, 2016 on the Motion and entered an interim order (the "**Original Interim Order**") [Docket No. 85] on May 13, 2016 granting the relief in the Motion on an interim basis to the extent provided in such order, and the Court having conducted a second interim hearing on June 9, 2016 on the Motion and entered a second interim order (the "**Second Interim Order**") [Docket No. 191] on June 9, 2016 granting the relief in the Motion on an interim basis to the extent provided in such order, and the Court, based upon certification of counsel, entered a third interim order (the "**Third Interim Order**") [Docket No. 225] on June 21, 2016 granting the relief in the Motion on an interim basis to the extent provided in such order, and the Court, based upon certification of counsel, entered a fourth interim order (the "**Fourth Interim Order**") [Docket No. 300] on July 12, 2016 granting the relief in the Motion on an interim basis to the extent provided in such order, and the Court, based

upon certification of counsel, entered a fifth interim order (the "**Fifth Interim Order**") [Docket No. 446] on August 29, 2016 granting the relief in the Motion on an interim basis to the extent provided in such order, and the Court, based upon certification of counsel, entered a sixth interim order (the "**Sixth Interim Order**") [Docket No. 499] on September 28, 2016 granting the relief in the Motion on an interim basis to the extent provided in such order, and the Court, based upon certification of counsel, entered a seventh interim order (the "**Seventh Interim Order**") [Docket No. 527] on October 13, 2016 granting the relief in the Motion on an interim basis to the extent provided in such order and as applicable based upon, among other things, the *Declaration of Mark A. Fischer, Chief Executive Officer of Chaparral Energy, Inc. in Support of Chapter 11 Petitions and First Day Pleadings* (the "**First Day Declaration**"), the evidence adduced by the parties, and the representations of counsel, the entire record made at the interim hearings, and the certifications of counsel; and it appearing to the Court that granting the relief sought in the Motion, on the terms and conditions contained herein, is necessary and essential to enable the Debtors to preserve the value of their businesses and property, to prevent immediate and irreparable harm to the Debtors' estates, and to facilitate the reorganization of the Debtors' businesses and that such relief is fair and reasonable. Accordingly, the Court hereby finds and determines as follows:

Factual and Procedural Background

A. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 1334 and 157. Consideration of the Motion constitutes a core proceeding as defined in 28 U.S.C. §§ 157(b)(2). Venue for the Chapter 11 Cases (as defined below) and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

B. On May 9, 2016 (the "**Petition Date**"), Chaparral Energy, Inc. ("**Chaparral**") and each of the other Debtors filed a voluntary petition for relief with this Court under chapter 11 of the Bankruptcy Code (collectively, the "**Chapter 11 Cases**"). The Chapter 11 Cases are being jointly administered under Case No. 16-11144.

C. The Debtors are continuing in possession of their property and are operating and managing their businesses as a debtors-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

D. The United States Trustee for the District of Delaware (the "**U.S. Trustee**") has not yet appointed an official committee of unsecured creditors or any other statutory committee (a "**Committee**") pursuant to § 1102 of the Bankruptcy Code.

Stipulations of the Debtors

E. Subject in all respects to paragraph 11 of this Interim Order and without prejudice to the rights of any other party-in-interest in the Chapter 11 Cases (but subject to the limitations with respect to such rights contained in paragraphs 21 and 22 of this Interim Order), the Debtors acknowledge, admit, agree, and stipulate as follows:

1. The Prepetition Agent, the Prepetition Lenders and the Debtors (other than Chaparral Biofuels, L.L.C.) are parties to that certain Eighth Restated Credit Agreement, dated as of April 12, 2010 (as further amended, restated, supplemented, or otherwise

modified prior to the commencement of these Chapter 11 Cases, the "**Prepetition Credit Agreement**").

2. Pursuant to that certain Amended and Restated Guaranty Agreement dated as of April 12, 2010 (the "**Parent Guaranty Agreement**"), Chaparral has guaranteed the obligations of the other Debtors who are borrowers under the Prepetition Credit Agreement.

3. The Prepetition Credit Agreement, the Parent Guaranty Agreement, and all notes, letter of credit agreements, letters of credit, guaranty agreements, pledge agreements, mortgages, deeds of trust, security agreements and any and all other agreements, instruments, fee letters or certificates executed and delivered by a Debtor in connection therewith or related thereto, including those delivered as security for the payment or performance of the indebtedness and obligations under the Prepetition Credit Agreement and the other Loan Documents (as defined in the Prepetition Credit Agreement), each as amended, restated, supplemented, or otherwise modified from time to time prior to the commencement of these Chapter 11 Cases, shall be referred to herein, collectively, as the "**Prepetition Loan Documents**." Each of the Prepetition Loan Documents, Swap Agreements (as defined below) and Banking Services Agreements (as defined below) is valid, binding, and enforceable against the Debtors (other than Chaparral Biofuels, L.L.C.) in accordance with its respective terms. For further reference only, the Prepetition Loan Documents include, without limitation, those instruments and documents listed on Exhibit A attached hereto or filed separately with this Court.

4. In addition to other amounts owed by the Debtors in accordance with the terms of the Prepetition Loan Documents, certain Secured Swap Providers (as defined in the Prepetition Credit Agreement) entered into Swap Agreements (as defined in the Prepetition Credit Agreement), pursuant to which certain of the Debtors are obligated to such Secured Swap Providers for the obligations thereunder (the "**Secured Swap Obligations**") (and the Secured Swap Providers have, to the extent set forth in the applicable Swap Agreement, contractual rights to offset or net out any termination values, payment amounts, or other transfer obligation arising under or in connection with the Swap Agreements, and contractual rights pursuant to a security agreement or arrangement or other credit enhancement, including the Prepetition Loan Documents, which form a part of or are related to the Swap Agreements, and provide that the Swap Obligations are secured by the liens and security interests granted by the Debtors pursuant to and to the extent set forth in the Prepetition Loan Documents). In addition to other amounts owed by the Debtors in accordance with the terms of the Prepetition Loan Documents, certain Banking Services Providers (as defined in the Prepetition Credit Agreement) entered into certain agreements (the "**Banking Services Agreements**")with respect to the provision of banking services, pursuant to which the Debtors (other than Chaparral Biofuels, L.L.C.) are obligated to such Banking Services Providers for the obligations thereunder (the "**Secured Banking Services Obligations**") (and which obligations are secured by the liens and security interests granted by the Debtors in favor of the Prepetition Agent pursuant to the Prepetition Loan Documents), in each case other than Chaparral Biofuels, L.L.C.

5. The Debtors (other than Chaparral Biofuels, L.L.C.) are in default under the terms and provisions of the Prepetition Loan Documents, the Swap Agreements and the Banking Services Agreements. These defaults exist, have not been timely cured, and are continuing. In accordance with the terms of the Prepetition Loan Documents, all outstanding Loans (as defined in the Prepetition Credit Agreement) thereunder are now fully due and payable by the Debtors (other than Chaparral Biofuels, L.L.C.). To the extent set forth in the Prepetition Loan Documents, the Swap Agreements, and Banking Services Agreements, the Debtors (other than Chaparral Biofuels, L.L.C.) are each jointly and severally indebted and liable to the Prepetition Secured Parties for all indebtedness, Loans and other obligations described in, secured by, arising under or in connection with the Prepetition Loan Documents, Swap Agreements, and Banking Services Agreements, including, without limitation, the Secured Swap Obligations and the Secured Banking Services Obligations (collectively, the "**Prepetition Indebtedness**"), without defense, counterclaim, or offset of any kind.[2]

6. As of the Petition Date, the Debtors (other than Chaparral Biofuels, L.L.C.) were indebted and liable to the Prepetition Secured Parties for all of the Prepetition Indebtedness including an aggregate principal amount of Loans made by the Prepetition Lenders of not less than $548,000,000, not less than $850,000 in face amount of undrawn Letters of Credit (as defined in the Prepetition Credit Agreement) issued by Issuing Banks, plus accrued and unpaid interest in an amount of not less than $4,000,000, amounts due and owing for indemnification obligations, Secured Swap Obligations and Banking Services Obligations, and fees and expenses (including, without limitation, the reasonable and documented fees and expenses of attorneys, consultants, accountants, experts, and financial advisors) and other obligations incurred in connection therewith, in each case in accordance with and subject to the terms in the Prepetition Loan Documents, the Swap Agreements and Banking Services Agreements.

7. No portion of the Prepetition Indebtedness or any amounts paid to the Prepetition Secured Parties or applied to the obligations under any of the Prepetition Loan Documents, the Swap Agreements and Banking Services Agreements prior to the Petition Date is subject to avoidance, subordination (whether equitable or otherwise), recharacterization, recovery, offset, counterclaim, defense, challenge, or Claim (as defined in § 101(5) of the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

8. Pursuant to the Prepetition Loan Documents and in order to secure the Prepetition Indebtedness, the Debtors (other than Chaparral Biofuels, L.L.C.) have granted valid, binding, perfected and enforceable first-priority liens and security interests (the "**Prepetition Liens**") to the Prepetition Agent for the benefit of the Prepetition Secured Parties in, to, and against the Collateral (as defined and described in the Prepetition Credit Agreement), and any and all other property, in each case, as set forth in the Prepetition Loan Documents, including, without limitation, all of the Debtors' (other than Chaparral Biofuels, L.L.C.) right, title, and interest in or to the following assets and

[2] Only Chaparral and Chaparral Energy LLC are obligated to the Secured Swap Providers under the Swap Agreements.

properties to the extent set forth in the Prepetition Loan Documents: (a) (i) all presently owned or after acquired real property, fixtures and improvements thereon, leases of real property, oil and gas properties and as-extracted collateral and (ii) certain contract rights, accounts receivable, equipment, general intangibles and other property relating to or arising from the ownership, operation, development, production, processing, treating, sale, purchase, exchange or transportation of such oil and gas properties and hydrocarbons, and other properties, in each case, covered by those certain mortgages forming a component of the Security Instruments (as defined in the Prepetition Credit Agreement), (b) all of the issued and outstanding equity of each Debtor (other than Chaparral), and (c) to the extent not otherwise included, all proceeds and products of any and all of the foregoing (collectively, the "**Prepetition Collateral**"). The Prepetition Liens are subject only to certain permitted liens (if any) under the Prepetition Loan Documents.

9. The Prepetition Agent's[3] first priority liens upon and security interests in the Prepetition Collateral and Cash Collateral are not subject to avoidance, subordination (whether equitable or otherwise), recharacterization, recovery, counterclaim, defense, challenge or Claim of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

10. Any and all cash, proceeds, products, rents, or profits of property that are cash equivalents, whether in the form of cash, negotiable instruments, documents of title, securities, deposit accounts, investment accounts, or in any other form of cash equivalent of any of the Debtors wherever held, and including those that were in any of the Debtors' respective possession, custody, or control as of the Petition Date or thereafter (collectively, the "**Cash**") shall be fully accounted for by the Debtors as set forth in this Interim Order. Any and all Cash (a) in which any of the Debtors and the Prepetition Agent or other Prepetition Secured Party have an interest as set forth in Section 363(a) of the Bankruptcy Code, (b) in any of the Debtors' bank accounts maintained at or controlled by the Prepetition Agent as of the Petition Date or deposited into such accounts after the Petition Date, (c) in any of the Debtors' bank accounts maintained at or controlled by any Prepetition Secured Party that are subject to valid rights of setoff of such entity, or (d) to the extent generated from the use, lease, sale, consumption, or other disposition of Prepetition Collateral is cash collateral of the Prepetition Agent within the meaning of §§ 363(a) and 552(b) of the Bankruptcy Code (collectively, the "**Cash Collateral**"); provided that Cash Collateral shall not include any Cash that is not property of the Debtors or Cash in which the Debtors have no right, title, or interest therein; provided further that nothing herein will affect any parties' rights under section 506(c) or 552(b) of the Bankruptcy Code. Nothing in this paragraph shall be construed so as to cause or imply any waiver of any claim, interest, or right of the Prepetition Agent and the other Prepetition Secured Parties to the Disputed Cash (as defined below), all of which are expressly reserved.

[3] All references to the Prepetition Agent in regard to liens upon and security interests in any property of these estates, including the Prepetition Collateral, shall be as to the Prepetition Agent for the benefit of the Prepetition Secured Parties.

11. The Debtors continue to collect Cash generated from the Prepetition Collateral, all of which constitute Prepetition Collateral under the Prepetition Loan Documents and are, accordingly, subject to the Prepetition Secured Parties' valid and perfected security interests and liens; provided that Cash Collateral shall not include any Cash that is not property of the Debtors or Cash in which the Debtors have no right, title, or interest therein.

12. The Prepetition Secured Parties are entitled, pursuant to §§ 105, 361, 362, and 363(e) of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral and Cash Collateral.

Review

F. The admissions, stipulations, agreements and releases set forth in this Interim Order are based upon and consistent with the Debtors' review of the Prepetition Secured Parties' liens and claims and a determination that, subject in all respects to paragraphs 11, 21 and 22 of this Interim Order, the Debtors have no claims, defenses or counterclaims with respect thereto.

Interim Hearings and Notice

G. Each Interim Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and Local Rule 4001-2(b). Notice of the requested relief sought at each Interim Hearing was provided by the Debtors to, among others: (i) the U.S. Trustee; (ii) the Prepetition Agent; (iii) counsel to the Prepetition Agent; and (iv) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (v) Milbank, Tweed, Hadley & McCloy LLP, as counsel to an ad hoc group of the Debtors' unsecured noteholders (the "**Ad Hoc Group**"); and (vi) counsel to the indenture trustees for the Debtors' unsecured notes. Notice of the Motion and the hearing thereon was provided pursuant to Bankruptcy Rules 2002, 4001(b) and (d), and 9006, as required by §§ 361 and 363 of the Bankruptcy Code and Local Rule 4001-2.

Need For and Consent to Limited Interim Use of Cash Collateral

H. The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and Local Rule 4001-2, and have an immediate need to obtain use

of the Prepetition Collateral and Cash Collateral (in the amount and in the manner set forth in the Interim Budget (as defined herein) and this Interim Order) in order to, among other things, operate their businesses, preserve and maintain the value of their assets and businesses, and maximize the return to all creditors. The ability of the Debtors to obtain liquidity through the use of the Cash Collateral is vital to the Debtors and their efforts to maximize the value of their assets. Absent entry of this Interim Order, the Debtors' estates and reorganization efforts will be immediately and irreparably harmed.

I. The Prepetition Agent, on behalf of the Prepetition Lenders, has consented to the Debtors' use of the Cash Collateral, on a limited and interim basis, exclusively on and subject to the terms and conditions set forth herein and for the duration of this Interim Order. Absent a further order of this Court or the consent of the Prepetition Agent, the Debtors are strictly prohibited from using the Cash Collateral except as expressly provided herein.

J. Based on the record before the Court, the terms of this Interim Order, including, without limitation, as to the Debtors' limited use of Cash Collateral and the provision of adequate protection therefor, are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration. The terms of this Interim Order were negotiated in good faith and at arm's length between the Debtors and the Prepetition Agent on behalf of the Prepetition Lenders.

K. The permission granted herein to use Cash Collateral (and provide adequate protection therefor) is necessary, essential, and appropriate to avoid immediate and irreparable harm to the Debtors and their estates. The Court concludes that entry of this Interim Order is in the best interests of the Debtors' estates and creditors as its implementation will, among other

things, allow the Debtors to preserve and maintain the value of their assets and businesses and enhance the Debtors' prospects for a successful reorganization.

Based upon the foregoing findings, stipulations, and conclusions, and upon the record made before the Court at each Interim Hearing, and good and sufficient cause appearing therefor;

IT IS NOW HEREBY ORDERED, ON AN INTERIM BASIS:

1. Motion. The Motion is granted in accordance with the terms and conditions set forth in this Interim Order. The Debtors shall not use any Cash Collateral except as expressly authorized and permitted herein or by subsequent order of the Court. Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived, or resolved at each Interim Hearing, and (except as set forth herein) all reservations of rights included therein, are hereby denied and overruled.

2. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Interim Order (including, without limitation, Paragraphs 3(a), 11, 12 and 13), the Debtors are hereby authorized, on an interim basis, to use consensually the Segregated Cash Collateral (as defined below), the Disputed Cash, and any other Cash of the Debtors in accordance with and only to the limited extent provided in the Interim Budget attached hereto as **Exhibit B** (the "**Interim Budget**") during the period from the Petition Date through and including the Termination Date (defined below), subject to any Authorized Variance (as defined below), and for the adequate protection payments to the Prepetition Agent and other Prepetition Secured Parties, as provided herein.

3. Budget; Use of Cash.

(a) For each Interim Budget Period (as defined below), the aggregate actual expenditures by the Debtors for Total Disbursements (as designated in the Interim Budget) shall not in any event exceed the aggregate amount budgeted therefor in the Interim Budget for such period by more than fifteen percent (15%)

of the budgeted amount, and the actual expenditures of the Debtors shall not, for each line item in the Interim Budget labeled Lease Operating Expense, Capital Expenditures, Royalty Payments, and Payroll & Benefits, exceed the amount budgeted for such line item in the Interim Budget for such period by more than fifteen percent (15%) of the budgeted amount (collectively, the "**Authorized Variance**"), unless approved by the Prepetition Agent or approved by order of this Court (for which the rights, objections, and defenses of all parties are reserved); provided that for purposes of calculating any Authorized Variance, the Total Disbursements shall be exclusive of any Professional Fees and any Lenders' Costs; provided further that if the Prepetition Agent terminates the consensual use of Cash Collateral pursuant to this Interim Order because of a breach by the Debtors of an Authorized Variance, the Debtors may nonetheless continue to use the Disputed Cash up to an aggregate amount of $35 million to continue to operate their business. Regardless of whether the Termination Date has occurred, in the event the Debtors seek to use more than $30 million of Disputed Cash in the aggregate during the entire period of the attached Interim Budget, then (i) the Debtors shall give the Prepetition Agent at least seven (7) calendar days prior written notice thereof; and (ii) such use shall be deemed approved by the Prepetition Agent unless the Prepetition Agent provides the Debtors with a written objection to such use on the basis that the Disputed Cash constitutes Cash Collateral that the Debtors have no entitlement to use without seeking further relief from the Court (and any other basis deemed appropriate by the Prepetition Agent), during such seven (7) calendar day notice period, in which case such objection shall be subject to resolution by the Court on an expedited basis, for which the rights, objections and defenses of all parties are reserved. For the avoidance of doubt, prior to such determination by the Court, the Debtors may continue to use the Disputed Cash up to an aggregate amount of $35 million.

(b) In the event that an expense budgeted under the line items in the Interim Budget labeled Lease Operating Expense, Capital Expenditures, Royalty Payments, and Payroll & Benefits for payment during any particular week in the Interim Budget exceeds the amount actually paid in respect of such line item during such week (the difference between the budgeted amount and the amount actually paid, the "**Line Item Carry Forward Amount**"), the Debtors shall be authorized to use the Line Item Carry Forward Amount toward expenses of the same line item during any subsequent week within a four-week budgeted period thereafter (but solely to the extent that the amount actually paid during such subsequent week exceeds the amount budgeted for such week).

(c) This Interim Order shall not be deemed to authorize payment of non-ordinary course budgeted expenses that otherwise require Court approval (*e.g.*, fees and costs of professionals employed under § 327 of the Bankruptcy Code) until such time as the requisite Court approval is obtained.

(d) Unless otherwise agreed to in writing by the Prepetition Agent, the Debtors shall maintain no accounts except (i) those identified in the order (the "**Cash Management Order**") granting the *Motion Of Debtors For Order (I)*

Authorizing Continued Use Of Existing Cash Management System, Including Maintenance Of Existing Bank Accounts, Checks, And Business Forms, (II) Authorizing Continuation Of Existing Deposit Practices, (III) Authorizing Continuation Of Intercompany Transactions, And (IV) Granting Superpriority Status To Postpetition Intercompany Claims (the "**Cash Management Motion**"), and (ii) any new accounts opened pursuant to the authority provided by, and subject to the terms of, the Cash Management Order or this Interim Order, and at all times, all accounts (other than those specifically identified, and solely for the limited purposes set forth, in the Cash Management Motion) shall be maintained throughout these Chapter 11 Cases in depository accounts at the Prepetition Agent bank. The Debtors will issue checks on their own accounts for the purpose of paying any Court-authorized prepetition obligations included in the Interim Budget only if and when authorized by an order of the Court, and only when due and otherwise properly payable and not otherwise addressed herein.

(e) Neither the Prepetition Secured Parties' consent to the Interim Budget nor any provision set forth in this Interim Order shall be deemed or construed as agreement by any of the Prepetition Secured Parties to be surcharged under § 506(c) or any other provision of the Bankruptcy Code or any equitable or legal doctrine (other than as to the Carve Out).

4. Entitlement to Adequate Protection. The Prepetition Secured Parties are entitled, pursuant to §§ 361, 363(c)(2), and 363(e) of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral and the Cash Collateral, and the Debtors shall be obligated to provide such adequate protection in an amount equal to the aggregate decrease in the value of the respective interests of the Prepetition Agent or any other Prepetition Secured Party in the Prepetition Collateral and Cash Collateral from and after the Petition Date to the extent that the stay under section 362 of the Bankruptcy Code, the use, sale, or lease of the Prepetition Collateral under section 363 of the Bankruptcy Code, or any grant of a lien under section 364 of the Bankruptcy Code results in such aggregate decrease in value, if any (such aggregate decrease in value, the "**Adequate Protection Obligations**"); provided, however, that any adequate protection payments made to the Prepetition Agent or any other Prepetition Secured Party or their respective professionals pursuant to this Interim Order or on

account of outstanding principal, interest, fees, costs and/or expenses with respect to the Prepetition Indebtedness or other amounts arising in connection with any Prepetition Loan Document, Swap Agreement, or Banking Services Agreement shall not constitute decrease in value.

5. Adequate Protection. Subject to paragraphs 21 and 22 below, as adequate protection to the full extent of the Adequate Protection Obligations, and as an inducement to the Prepetition Secured Parties to permit the Debtors' use of Cash Collateral as provided for in this Interim Order, the Prepetition Agent and the other Prepetition Secured Parties are each hereby granted the following claims, liens, rights, and benefits:

(a) Adequate Protection Liens. Effective as of the Petition Date, to the extent of the Adequate Protection Obligations, and subject to the Carve Out, pursuant to §§ 361(2) and 363(c)(2) of the Bankruptcy Code, the Prepetition Agent, on behalf of the Prepetition Secured Parties, is hereby granted a valid, binding, continuing, enforceable, fully-perfected, non-voidable first priority lien and/or replacement lien on, and security interest in (collectively, the "**Adequate Protection Liens**") all of the Debtors' assets and properties of any kind or type, whether now owned and hereafter acquired, real and personal property, tangible and intangible assets, and rights of any kind or nature, wherever located, including, without limitation, all prepetition and postpetition property of the Debtors' estates, and all products, proceeds, rents, and profits thereof, whether existing on or as of the Petition Date, or thereafter acquired, or arising upon any use, lease, sale, consumption, or other disposition of such assets and properties, including without limitation, oil and gas properties and any as-extracted collateral, goods, fixtures, and hydrocarbons relating thereto, goods and other personal property, accounts receivable, other rights to payment, cash, inventory, general intangibles, contracts, servicing rights, swap and hedge proceeds and termination payments, servicing receivables, securities (including equity interests in all of the Debtors), chattel paper, owned real estate, real property leaseholds, fixtures, machinery, equipment, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, claims and causes of action (including those arising under § 549 of the Bankruptcy Code), commercial tort claims, insurance of any kind or type, property subject to avoided liens, and the products and proceeds of any and all of the foregoing (collectively, the "**Adequate Protection Collateral**"); provided that: (i) the Adequate Protection Collateral shall not include any Cash in which the Debtors have no right, title, or interest therein, (ii) the Adequate Protection Collateral shall not

include the Avoidance Actions or the Avoidance Actions Proceeds[4], and (iii) the Adequate Protection Liens shall be subject to (x) any valid, perfected, and unavoidable liens in property of the Debtors in existence as of the Petition Date and (y) any valid and unavoidable liens on property of the Debtors in existence for amounts outstanding as of the Petition Date that are perfected after the Petition Date as permitted by § 546(b) of the Bankruptcy Code, but only to the extent such valid, perfected and unavoidable liens are senior in priority to the Prepetition Liens in favor of the Prepetition Agent or the Prepetition Secured Parties as permitted in the Prepetition Loan Documents or pursuant to applicable law (the liens described in (x) and (y), the "**Other Senior Liens**"). The Adequate Protection Liens shall be deemed first priority (subject to the Carve Out and Other Senior Liens), perfected, and properly recorded for all purposes as to all parties and third parties as of the Petition Date without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages, deeds of trust, or other similar documents, or by the possession or control by the Prepetition Agent or any other Prepetition Secured Parties of any Adequate Protection Collateral.

(b) Status of the Adequate Protection Liens. The Adequate Protection Liens shall not be (1) subject or subordinate to any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under § 551 of the Bankruptcy Code or (2) except as otherwise set forth herein, subordinated to or made *pari passu* with any other lien or security interest under §§ 363 or 364 of the Bankruptcy Code or otherwise.

(c) Adequate Protection Claims. The Adequate Protection Obligations due to the Prepetition Agent and the other Prepetition Secured Parties shall also constitute allowed superpriority administrative claims against the Debtors and their estates as set forth below and to the extent provided in § 507(b) of the Bankruptcy Code, with priority in payment over any and all unsecured claims and administrative expense claims against the Debtors and their estates, now existing or hereafter arising in the Chapter 11 Cases (subject to the Carve Out), including all claims of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including without limitation, §§ 105, 326, 328, 330, 331, 503(b), 507(a), 507(b), 726, 1113, or 1114, and shall at all times be senior to the rights of the Debtors and their estates, and any successor trustee or any creditor, in the Chapter 11 Cases or any subsequent proceedings, including without limitation any Chapter 7 proceeding, under the Bankruptcy Code (the "**Adequate Protection Claims**"), which Adequate Protection Claims shall have recourse to and be payable from all Adequate Protection Collateral of the Debtors and their

[4] As used herein, the term "**Avoidance Actions**" means the Debtors' or their estates' claims and causes of action arising under the Bankruptcy Code, including §§ 544, 545, 547, 548, 549 and 550 of the Bankruptcy Code or any other similar state or federal law, and the term "**Avoidance Actions Proceeds**" means the proceeds and property recovered in respect of the Avoidance Actions.

estates. All parties reserve their rights to argue for and against joint and several liability against the Debtors and their estates for the Adequate Protection Claims.

6. Additional Adequate Protection. Subject to paragraphs 21 and 22 below, as additional adequate protection of the respective interests of the Prepetition Agent and the other Prepetition Secured Parties in the Prepetition Collateral:

(a) Payments: Subject to paragraph 32 below, the Debtors shall pay to the Prepetition Agent, for the ratable benefit of the Prepetition Secured Parties, adequate protection payments on the last business day of each calendar month after the entry of this Interim Order, in each case, in an amount equal to all accrued and unpaid prepetition or postpetition interest and, to the extent invoiced, reasonable fees and costs due and payable under the Prepetition Loan Documents, Swap Agreements, and Banking Services Agreements (including, without limitation, interest on loans, breakage costs, and, to the extent invoiced, accrued reasonable fees owing to any of the Prepetition Secured Parties), such payments to be calculated based on the Default Rate (as set forth in the Prepetition Loan Documents, the Swap Agreements, or Banking Services Agreement, as applicable). For the avoidance of doubt, all payments of interest pursuant to this paragraph shall be without prejudice to the rights of the Prepetition Agent and the other Prepetition Secured Parties to assert a claim for payment of additional interest at any other rates in accordance with Prepetition Loan Documents, the Swap Agreements, or Banking Services Agreements, including but not limited to Article III of the Prepetition Credit Agreement (and the Debtors, the Committee, the Ad Hoc Group, and any other party in interest shall have the right to object to such claim for additional interest).

(b) Fees and Expenses: The Debtors shall on an interim basis pay the reasonable and documented fees and expenses (including, but not limited to, contractual agency fees and the reasonable fees, disbursements, and other charges of counsel, third-party consultants, including financial consultants and auditors) incurred by the Prepetition Agent, any Issuing Bank, any Prepetition Lender or any Secured Swap Providers under and to the extent set forth in the Prepetition Loan Documents, the Swap Agreements, or Banking Services Agreements (collectively, the "**Lenders' Costs**"), arising on or subsequent to the Petition Date through the date that is the earliest to occur of (A) the Termination Date (defined below) and (B) the date the Final Order is entered by this Court. The payment of the Lenders' Costs shall be made within ten (10) business days after the receipt by the Debtors, any Committee, the U.S. Trustee and counsel to the Ad Hoc Group of invoices thereof (the "**Invoiced Fees**") (as redacted for, and subject in all respects to applicable privilege or work product doctrines, and any disclosure made shall be deemed inadvertent and shall not be considered to be a waiver of any applicable privilege or work product doctrine) and without the necessity of filing formal fee applications; provided that, the Debtors, the Committee, the U.S. Trustee and the Ad Hoc Group may dispute the payment of any specific portion of

the Invoiced Fees (the "**Disputed Invoiced Fees**") by filing with the Court a motion or other pleading setting forth the specific objections to the Disputed Invoiced Fees within ten (10) business days of the date such disputing party received the applicable invoice; and provided further that pending the resolution of such a dispute, the Debtors shall pay in full the Invoiced Fees as set forth above, excluding the Disputed Invoiced Fees, provided that notwithstanding the foregoing, the Lenders' Costs incurred prior to and unpaid as of the Petition Date shall, to the extent invoiced and subject to paragraphs 21 and 22, be paid within three (3) business days of the entry of this Interim Order. To the extent that the Court, after notice and a hearing on at least ten (10) days prior written notice to the Prepetition Agent, enters an order sustaining any such objections by the Debtors, any Committee, the U.S. Trustee or the Ad Hoc Group to the Disputed Invoiced Fees, the Court shall determine the applicable remedy with respect to the disallowed amount of the Invoiced Fees.

(c) Other Covenants: Except as otherwise ordered by this Court, the Debtors shall maintain their cash management arrangements (including their commercial credit card program with Banking Service Provider) in a manner materially consistent with the Cash Management Order which must be acceptable to the Prepetition Agent. The Debtors shall not use, lease, sell, consume, or otherwise dispose of any material assets outside the ordinary course of business, or seek authority of the Court to do any of the foregoing, without prior consultation with the Prepetition Agent at least five (5) business days prior to the date on which the Debtors seek the authority of the Court for such use, lease, sale, consumption, or other disposition; for the avoidance of doubt, nothing herein shall limit the Debtors' right to use, lease, sell, consume, or otherwise dispose of assets in the ordinary course of business, and in material compliance with the Prepetition Loan Documents. The Debtors shall comply with the covenants contained in the Prepetition Loan Documents regarding the maintenance and insurance of the Prepetition Collateral, Cash Collateral and the Adequate Protection Collateral.

(d) Reporting: The Debtors shall comply in all material respects with the reporting requirements set forth in the Prepetition Loan Documents, all of which reports shall be provided to the Prepetition Agent. In addition, the Debtors shall provide the following additional reporting to the Prepetition Agent and, subject to appropriate confidentiality provisions, the Committee (if any):

(i) (A) on or before the fifth (5th) day after the last day of each calendar month, the Debtors will provide an updated rolling 13-week cash flow forecast of the Debtors substantially in the form of the Interim Budget (each, a "**Proposed Budget**"), which Proposed Budget, upon written approval by the Prepetition Agent, shall become the Interim Budget effective as of the tenth (10th) day after the end of each calendar month (the "**Budget Effective Date**"), and each such Interim Budget shall run from its respective Budget Effective Date through the Sunday prior to the Budget Effective Date of the next Interim Budget (the "**Interim Budget Period**"); (B) on or before each Thursday of each calendar week,

the Debtors will provide (1) a weekly report of receipts, disbursements and a reconciliation of actual expenditures and disbursements with those set forth in the Interim Budget for the prior week, which report and reconciliation shall be presented in substantially the same form as the Interim Budget (*i.e.*, with directly corresponding line items and variances for each on a line item by line item basis) and otherwise in form and detail reasonably satisfactory to the Prepetition Agent (the "**Budget Reconciliation**"), and (2) a statement setting forth in reasonable detail the cash balance for each deposit account of the Debtors as of the previous Friday; (C) the Debtors will provide, and/or make themselves available during normal business hours with reasonable prior notice, to representatives of the Prepetition Agent to discuss and provide qualitative explanations with respect to the foregoing; (D) the Debtors will provide a copy of the Proposed Budget to the U.S. Trustee, any Committee and counsel to the Ad Hoc Group contemporaneously with provision of the Proposed Budget to the Prepetition Agent; and (E) on or before the fifth (5^{th}) day after the last day of each calendar month, the Debtors shall provide a monthly report showing the amount they assert to be Cash Collateral, Disputed Cash, and Cash;

(ii) As soon as reasonably practicable after it becomes available, (A) a copy of the Debtors' business plan (the "**Business Plan**") supporting the disclosure statement filed or to be filed by the Debtors in support of the Debtors' proposed plan of reorganization and (B) any update of the Business Plan that is presented to Chaparral's board of directors, together with a reconciliation to the prior Business Plan (in each case with a copy thereof provided to the U.S. Trustee, any Committee and counsel to the Ad Hoc Group if requested);

(iii) A list of all Swap Agreements of the Debtors in place with entities or their affiliates that are not party to the Prepetition Credit Agreement as of the first business day of the calendar month of entry of this Interim Order and updated on the first business day of each calendar month thereafter (each such period, a "**Swap Reporting Period**"), which list contains (A) a summary of the material terms thereof (including type, term, effective date, termination date, counterparty, and the notional amounts or volumes, the net mark to market value thereof (as calculated within the prior five (5) business days), all credit support agreements relating thereto (including any margin required or supplied)) and (B) information on any Swap Agreements terminated or unwound during such Swap Reporting Period (in each case with a copy thereof provided to the U.S. Trustee, any Committee and counsel to the Ad Hoc Group if requested);

(iv) Detailed accounts payable aging for the Debtors as of calendar month-end to be provided within thirty (30) days after the last day of each calendar month, including and identifying all accounts

payable in respect of the Debtors' joint interest billing obligations and all, written demands or claims related to or asserting any liens in respect of any property or assets of the Debtors and their estates if the amount demanded or claimed exceeds $250,000 individually or $5,000,000 in the aggregate (in each case with a copy thereof provided to the U.S. Trustee, any Committee and counsel to the Ad Hoc Group if requested);

(v) A monthly report of capital expenditures (including cash calls made in respect of capital expenditures by operators of properties in which the Debtors have a non-operating interest if the amount demanded exceeds $500,000 individually or $5,000,000 in the aggregate) subject to a level of detail mutually agreed by the Debtors and the Prepetition Agent in their reasonable discretion (beginning with the year-to-date period ended April 30, 2016) for the Debtors to be provided as soon as available, but in any event within thirty (30) days after the last day of each calendar month (in each case with a copy thereof provided to the U.S. Trustee, any Committee and counsel to the Ad Hoc Group if requested);

(vi) Detailed accounts receivable aging for the Debtors as of calendar month end to be provided within thirty (30) days after the last day of each calendar month. The Debtor will inform the Prepetition Agent within three (3) business days of any written notice by any operator of any withheld production revenue distributions due to any asserted right of offset or other asserted right outside the ordinary course of business, along with the Debtor's estimate of the impact of any such asserted right on the Interim Budget, in each case if the amount demanded or claimed exceeds $500,000 individually or $3,000,000 in the aggregate (in each case with a copy thereof provided to the U.S. Trustee, any Committee and counsel to the Ad Hoc Group if requested);

(vii) Promptly, and in no event later than the thirtieth (30th) day of each calendar month, a monthly and year-to-date income statement, balance sheet, and monthly and year-to-date detail of capital expenditures as of the last day of the preceding calendar month (in each case with a copy thereof provided to the U.S. Trustee, any Committee and counsel to the Ad Hoc Group if requested);

(viii) Copies of all reports provided to the Committee or the U.S. Trustee, or any other party in interest in the Chapter 11 Cases, including monthly operating reports; and

(ix) Such other reports and information as the Prepetition Agent may reasonably request from time to time, including as to workovers, authorizations for expenditures ("**AFEs**"), royalty payments, and payments authorized by any "first day" pleading.

(e) Asset Sales. Unless otherwise agreed to by the Prepetition Agent in writing or approved by order of this Court, all sales and other dispositions (including casualty and condemnation events) of any Prepetition Collateral or Adequate Protection Collateral (each a "**Collateral Sale**") shall be on arms-length terms and in exchange for one-hundred percent (100%) cash consideration; provided that this limitation on Collateral Sales shall not prohibit the use, lease, sale, consumption, or other disposition of assets in the ordinary course of business. If required by the Final Order for which the rights, defenses, and objections of all parties are reserved, the Debtors shall deposit 100% of the net cash proceeds of any such Collateral Sale of (x) Prepetition Collateral or Adequate Protection Collateral into the Segregated Account, and (y) assets or property that is not Prepetition Collateral or Adequate Protection Collateral into the Operating Account (as defined below). Any proposed property exchange in the ordinary course of business with respect to Prepetition Collateral or Adequate Protection Collateral, whether or not in exchange for 100% cash consideration, shall not be subject to the Prepetition Agent's prior written consent. Any "farm-in," "farm-out," trade or swap, oil and gas properties, or other non-cash consideration received by the Debtors shall be subject in all respects to the Adequate Protection Liens granted herein.

(f) Access Rights. In addition to, and without limiting whatever rights to access the Prepetition Agent and Prepetition Secured Parties have under their Prepetition Loan Documents, upon reasonable prior written notice, at reasonable times during normal business hours, and otherwise not to be unreasonably withheld, the Debtors shall permit representatives, advisors, agents, and employees of the Prepetition Agent (i) to have access to and inspect the Debtors' properties, (ii) to examine the Debtors' books and records, and (iii) discuss the Debtors' affairs, finances, and condition with the Debtors' officers, management, financial advisors, and counsel.

7. Carve Out. As used in this Interim Order, "**Carve Out**" shall mean the sum of the following: (1) all statutory fees required to be paid by the Debtors to the Clerk of the Bankruptcy Court and to the Office of the U.S. Trustee under § 1930(a) of title 28 of the United States Code plus interest at the statutory rate (irrespective of whether the Carve Out Notice (as defined below) has been delivered); (2) all reasonable fees, disbursements, costs and expenses up to $50,000 incurred by a trustee appointed in the Debtors' cases under § 726(b) of the Bankruptcy Code (irrespective of whether the Carve Out Notice has been delivered); (3) to the extent allowed by this Court at any time (whether allowed before or after the delivery of a Carve Out Notice), whether by interim

order, procedural order, or otherwise, all accrued and unpaid fees, disbursements, costs, and expenses (collectively, the "**Professional Fees**") incurred by professionals or professional firms retained pursuant to §§ 327, 328, or 363 of the Bankruptcy Code by the Debtors or their estates (any such persons or firms, collectively, the "**Debtor Professionals**") and any Committee appointed pursuant to § 1102 of the Bankruptcy Code (any such persons or firms, the "**Committee Professionals**", and together with the Debtor Professionals, the "**Professionals**"), which were incurred at any time before or on the first business day following delivery by the Prepetition Agent of a Carve Out Notice (and including amounts incurred but not invoiced prior to the delivery of the Carve Out Notice); and (4) the Professional Fees of Professionals allowed by this Court at any time, whether by interim order, procedural order, or otherwise, in an aggregate amount not to exceed $2,350,000 and incurred after the first business day following delivery by the Prepetition Agent of the Carve Out Notice plus any unpaid restructuring fee, sale fee, or other success fee of any investment banker or financial advisor of the Debtors that has not previously been funded into the Carve Out Account (as defined below), to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (4) being the "**Post-Carve Out Notice Cap**"). The term "**Carve Out Notice**" shall mean a written notice delivered by electronic mail (or other electronic means) by the Prepetition Agent to Debtors' counsel (Latham & Watkins LLP), the U.S. Trustee, and counsel to any Committee, which notice may be delivered following the occurrence of a Termination Event (as defined below) stating that the Termination Date has occurred, further provided:

(a) Other than fees, disbursements, costs, and expenses incurred by the Professionals in connection with activities described in paragraph 23 of this

Interim Order, in no event shall the Carve Out be available to pay any Professional Fees incurred by any party, including the Debtors or any Committee or any Professionals engaged thereby, in connection with the initiation or prosecution of any claims, causes of action, adversary proceedings, contested matters, or other litigation against the Prepetition Agent or other Prepetition Secured Parties;

(b) So long as a Carve Out Notice has not been delivered in accordance with this Interim Order: (i) the Debtors shall be permitted to pay Professional Fees allowed and payable under sections 328, 330 or 331 of the Bankruptcy Code or other order of this Court, as the same may become due and payable, including on an interim basis; and (ii) such payments shall not reduce, or be deemed to reduce, the Carve Out;

(c) Without prejudice to the rights of any Professional to contest any such objection, nothing in this Interim Order shall be construed to impair the ability of any creditor or party in interest to object to any fees, expenses, reimbursements, or compensation sought by any Professional;

(d) Nothing in this Interim Order shall or shall be construed to limit the payment following the delivery of a Carve Out Notice of any of the statutory fees, Professional Fees, or other fees from Cash that is not Cash Collateral or Disputed Cash; provided that any limitation as to Disputed Cash shall only be to the extent the Court enters a final, non-appealable order determining that the Disputed Cash is Cash Collateral, for which the rights, objections, and defenses of all parties are reserved;

(e) Upon delivery of the Carve Out Notice as set forth above, the Debtors shall establish a reserve account (the "**Carve Out Account**") with the Prepetition Agent in an amount (the "**Carve Out Reserve**") equal to the sum of (i) all billed and unpaid fees, disbursements, costs, and expenses of all Professionals (including any outstanding holdbacks); (ii) all unbilled fees, disbursements, costs, and expenses of Professionals incurred prior to the delivery of the Carve Out Notice, and (iii) the Post Carve-Out Notice Cap (collectively, the "**Carve Out Professional Fees**"). The Debtors shall not commingle any funds contained in the Carve Out Account and shall use such funds to pay only the Professional Fees, as and when allowed by order of this Court;

(f) For purposes of determining the source of payment only and without limiting the rights of holders of allowed administrative expense claims to be paid from Cash that is not Cash Collateral or Disputed Cash, the Carve Out and Carve Out Reserve shall be funded (x) first from Cash that is not Cash Collateral or Disputed Cash, (y) second from Disputed Cash and (z) third from Cash Collateral, and the payment of the Professional Fees from the Carve Out and Carve Out Reserve shall be deemed to have been paid and satisfied: (x) first, from Cash, if any, that is not Cash Collateral or Disputed Cash; (y) second, from Disputed Cash, and (z) third, only if there is no Cash or Disputed Cash remaining

after payment in respect of (x) and (y) above, from Cash Collateral. After payment in full in cash of the allowed amount of the Professional Fees from the Carve Out and Carve Out Reserve, any funds remaining in the Carve Out Reserve shall be applied as follows: (i) first, Cash up to the amount of Cash Collateral, if any, used to fund the Carve Out Reserve shall be transferred to the Segregated Account (as defined below) and shall constitute Segregated Cash Collateral; (ii) second, Cash up to the amount of the Disputed Cash used to fund the Carve Out Reserve shall be transferred to the Operating Account and shall constitute Disputed Cash pending further Court order; and (iii) third, any funds remaining in the Carve Out Reserve thereafter shall be transferred to the Operating Account and shall constitute Cash that is not Cash Collateral.

(g) To the extent that any Carve Out payments are made from Prepetition Collateral or Cash Collateral and not reimbursed as set forth above, such payments shall constitute a decrease in the value of the Prepetition Collateral and Cash Collateral for all purposes of this Interim Order, including, without limitation, all adequate protection and superpriority claims granted under the Bankruptcy Code and this Interim Order, including the Adequate Protection Liens and Adequate Protection Claims; and

(h) Notwithstanding anything to the contrary contained in this Interim Order or in any Prepetition Loan Document, the liens, security interests, and claims granted to the Prepetition Agent or any of the other Prepetition Secured Parties under, pursuant to, or in connection with this Interim Order or any Prepetition Loan Document (including, without limitation, the Adequate Protection Liens, the Adequate Protection Claims, the Adequate Protection Obligations, the Prepetition Indebtedness, and the Prepetition Liens) shall be subject to the payment in full in cash of the Carve Out. Further, notwithstanding anything to the contrary in this Interim Order, (i) the failure of the Carve Out Reserve to satisfy in full the Professional Fees shall not affect or impair the priority of the Carve Out, (ii) in no way shall the Budget, Carve Out Reserve or any estimate by the Debtors of the amounts described in paragraph (e)(i) or (e)(ii) above operate or be construed as a cap or limitation on the Carve Out or on the amount of Professional Fees due and payable by the Debtors, and (iii) in no way shall the Carve Out operate or be construed as a cap or limitation on the amount of Professional Fees due and payable by the Debtors.

8. Termination. The Debtors' right to use the Cash Collateral on a consensual basis pursuant to this Interim Order shall terminate (the date of any such termination, the "**Termination Date**") without further notice or court proceeding on the earliest to occur of (i) December 8, 2016, if the Final Order has not been entered by the Court on or before such date (unless such period is extended by mutual written agreement of the Prepetition

Agent and the Debtors); (ii) any of the events set forth in any of the clauses below (other than clauses (a) or (b) below); or (iii) the passage of five (5) business days (any such five-business-day period of time, the "**Default Notice Period**") following the delivery of a written notice (any such notice a "**Default Notice**") by the Prepetition Agent to the Debtors' counsel (Latham & Watkins, LLP), the U.S. Trustee, counsel to the Ad Hoc Group and counsel to any Committee, as applicable, of the occurrence of any of the events set forth in any of clauses (a) or (b) below, unless such occurrence is cured by the Debtors prior to the expiration of such Default Notice Period with respect to such clause or such occurrence is waived in writing by the Prepetition Agent in its sole discretion, provided that, during the Default Notice Period, the Debtors shall be entitled to continue to use the Cash Collateral in accordance with the terms of this Interim Order (the events set forth in this Paragraph 8 are collectively referred to herein as the "**Termination Events**" or separately a "**Termination Event**"):

(a) Failure of the Debtors to make any payment under this Interim Order to the Prepetition Agent or other Prepetition Secured Parties on the date such payment becomes due and payable;

(b) Failure of the Debtors to comply with any term, provision, or agreement set forth in this Interim Order in any material respect;

(c) The Debtors shall grant, create, incur, or suffer to exist any postpetition liens or security interests other than (i) those granted pursuant to this Interim Order, or (ii) any other junior liens or security interests that the Debtors are permitted to incur under the Prepetition Loan Documents or this Interim Order;

(d) This Interim Order shall cease to be in full force and effect or an order shall be entered by the Court reversing, amending, supplementing, staying, vacating, or otherwise modifying this Interim Order in any material respect without the prior written consent of the Prepetition Agent;

(e) [Intentionally omitted];

(f) [Intentionally omitted];

(g) The Court shall enter an order terminating or reducing the period pursuant to § 1121 of the Bankruptcy Code during which the Debtors have the exclusive right to file a plan of reorganization and solicit acceptances thereof;

(h) [Intentionally omitted];

(i) The entry of an order in the Chapter 11 Cases charging any of the Prepetition Collateral, Cash Collateral or Adequate Protection Collateral under § 552(b) of the Bankruptcy Code or § 506(c) of the Bankruptcy Code against the Prepetition Agent or the other Prepetition Secured Parties or under which any person takes action against a material portion of the Prepetition Collateral, Cash Collateral or Adequate Protection Collateral or the commencement of other actions that are materially adverse to the Prepetition Agent or the other Prepetition Secured Parties or their respective rights and remedies under the Prepetition Loan Documents, the Swap Agreements, or Banking Services Agreements in the Chapter 11 Cases (except for the Carve Out);

(j) The entry of an order by the Court granting relief from any stay of proceeding (including, without limitation, the automatic stay) so as to allow a third party to proceed with foreclosure (or granting of a deed in lieu of foreclosure) or other enforcement action against any of the Prepetition Collateral, Cash Collateral or Adequate Protection Collateral with a market value in excess of $2,250,000;

(k) [intentionally omitted];

(l) [intentionally omitted];

(m) The payment from Cash Collateral of any prepetition claims that are junior in interest or right to the liens on property held by the Prepetition Agent on behalf of the Prepetition Secured Parties, other than as permitted by an order entered in the Chapter 11 Cases;

(n) The allowance by the Court of any claims or charges, or the entry of any order of the Court authorizing any claims or charges, other than as permitted under this Interim Order, entitled to superpriority under § 364(c)(1) of the Bankruptcy Code *pari passu* or senior to the Prepetition Indebtedness or the Adequate Protection Obligations, or there shall arise or be granted by the Court (i) any claim having priority over any or all administrative expenses of the kind specified in § 503(b) or § 507(b) of the Bankruptcy Code (other than the Carve Out) *pari passu* or senior to the Adequate Protection Obligations, or (ii) subject to the Other Senior Liens, any lien on the Prepetition Collateral, Cash Collateral or Adequate Protection Collateral having a priority senior to or *pari passu* with the Prepetition Liens or the Adequate Protection Liens granted herein, except as expressly provided in the Prepetition Loan Documents or in this Interim Order;

(o) The Court shall have entered an order dismissing any of the Chapter 11 Cases, or converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(p) The Court shall have entered an order appointing a chapter 11 trustee or any examiner with enlarged powers relating to the operation of the businesses in the Chapter 11 Cases, unless consented to in writing by the Prepetition Agent;

(q) Except as permitted by paragraph 11 of this Interim Order, the filing by any Debtor of any motion, pleading, application or adversary proceeding challenging the validity, enforceability, perfection, or priority of the liens securing the Prepetition Indebtedness or asserting any other cause of action against and/or with respect to the Prepetition Indebtedness, the Prepetition Collateral, Cash Collateral, Adequate Protection Claims, Adequate Protection Liens, Adequate Protection Collateral, the Prepetition Agent, or any of the other Prepetition Secured Parties (or if the Debtors support any such motion, pleading, application, or adversary proceeding commenced by any third party, except for participation in formal or informal discovery not initiated by the Debtors); provided, that the Debtors and all other parties-in-interest reserve all of their respective rights regarding the amount of the Adequate Protection Obligations; or

(r) Except as permitted by paragraph 11 of this Interim Order, the Debtors shall obtain court authorization to commence, or shall commence, join in, assist, or otherwise participate as an adverse party in any lawsuit, contested matter, adversary proceeding or other proceeding against the Prepetition Agent or any of the Prepetition Secured Parties relating to the Prepetition Indebtedness (except for participation in formal or informal discovery not initiated by the Debtors); provided, that the Debtors and all other parties-in-interest reserve all of their respective rights regarding the amount of the Adequate Protection Obligations.

9. Remedies upon the Termination Date. Upon the occurrence of the Termination Date, the Debtors shall immediately cease using Cash Collateral pursuant to this Interim Order. Any delay or failure of the Prepetition Agent or any of the other Prepetition Secured Parties to exercise rights or remedies under the Prepetition Loan Documents, the Swap Agreements, Banking Services Agreements, or this Interim Order shall not constitute a waiver of their respective rights or remedies thereunder, hereunder, or otherwise, unless any such waiver is pursuant to a written instrument executed in accordance with the terms of the applicable document. The Prepetition Agent shall be

entitled to apply the payments or proceeds of the Prepetition Collateral, Cash Collateral and the Adequate Protection Collateral in accordance with the provisions of the Prepetition Loan Documents, Swap Agreements, and Banking Services Agreements. Notwithstanding the occurrence of the Termination Date or anything herein, all of the rights, remedies, benefits, and protections provided to the Prepetition Agent and the other Prepetition Secured Parties under this Interim Order shall survive the Termination Date. Notwithstanding anything in this Interim Order to the contrary, nothing in this Interim Order shall, or shall be deemed to, constitute a waiver of the Debtors' rights to seek Court approval for the non-consensual use of Cash Collateral on or after the occurrence of the Termination Date or if the Final Order is not in form and substance acceptable to the Debtors. The objections and defenses of the Prepetition Agent, the other Prepetition Secured Parties and all other parties-in-interest are reserved in connection with such non-consensual use.

10. Secured Swap Providers. Subject to entry of the Final Order, the Debtors, Prepetition Agent and each Secured Swap Provider, as applicable, agree and stipulate, that each Secured Swap Provider has the current right because of the Debtors' commencement of the Chapter 11 Cases (each, a "**Bankruptcy Termination Event**") to pursue certain remedies, including the right to liquidate, terminate or accelerate such Swap Agreements and, to the extent permitted under sections 362, 553 (if applicable), 560, and 561 of the Bankruptcy Code, to offset or net termination values, payment amounts, fees and costs of enforcement, or other transfer obligations thereunder in accordance with and subject to the terms of the Swap Agreements, Banking Services Agreements and the Prepetition Loan Documents, and to process, offset, net and/or apply

such amounts in accordance with and subject to the terms of the Swap Agreement and the Prepetition Loan Documents to reduce permanently the Prepetition Indebtedness, and in the event of any amount owing to any Debtor in excess of and after such netting, application, or offset, such excess shall be promptly paid to the Debtors in cash and immediately thereafter be transferred to the Segregated Account. In the event of any such termination, the Secured Swap Provider may hold any termination amount pending exercise of its offset rights to the extent permitted under sections 362, 553, 560, and 561 of the Bankruptcy Code or further Order of this Court (with the rights, objections, and defenses of all parties reserved in connection with such offset). Further, nothing in this paragraph shall in any way waive or limit the rights and remedies of the Secured Swap Providers and the Prepetition Lenders under Bankruptcy Code, including sections 560, 561, 553 (if applicable), and 362, all of which are expressly reserved and may be exercised at any time (with the rights, objections, and defenses of all parties reserved in connection with such exercise).

11. Usage and Reservation of Rights With Respect to Disputed Cash. Except as provided in Paragraphs 12 and 13 of this Interim Order, the Debtors, the Committee, the Prepetition Secured Parties and any other party in interest, reserve all of their respective rights, claims and defenses with respect to whether any Cash, including any Cash that was the subject of the Debtors' borrowings under the Prepetition Credit Agreement on or before the Petition Date (collectively, the "**Disputed Cash**") constitutes Cash Collateral in which the Prepetition Secured Parties have valid and perfected liens and security interests and/or that is or should be subject to an actual, resulting, or constructive trust, or other equitable trust or subject to any other equitable interest in

favor of the Prepetition Secured Parties. The Debtors, the Committee, the Prepetition Agent, the other Prepetition Secured Parties and any other party in interest, reserve their respective rights to assert claims and interests, or seek any other relief with respect to the Cash and Disputed Cash. The Debtors, the Committee and any other party in interest further reserve their respective rights to assert that a portion of the G&A should be, or should have been, payable from the Segregated Cash Collateral, and the Prepetition Secured Parties reserve their rights to oppose such relief.

12. Debtors' Obligations to Segregate Cash Collateral Under Section 363(c)(4). As soon as reasonably practicable and not later than entry of the Final Order, the Debtors shall establish and implement procedures consistent with the Cash Management Order and reasonably acceptable to the Prepetition Agent or otherwise approved by this Court (for which the rights, objections, and defenses of all parties are reserved) to segregate and account for all Cash Collateral (other than Disputed Cash) as of the Petition Date and thereafter (collectively, the "**Segregated Cash Collateral**"), which procedures shall include, without limitation, that the Debtors promptly transfer all Cash Collateral out of the Debtors' main operating account with the Prepetition Agent (the "**Operating Account**") (or any other account) and deposit such Cash Collateral into the Segregated Account (unless otherwise approved by this Court, for which the rights, objections, and defenses of all parties are reserved). Subject only to the provisions and rights set forth in Paragraphs 21 and 22 of this Interim Order, the Prepetition Secured Parties' respective perfected liens and security interests in the Prepetition Collateral shall continue to attach to the Segregated Cash Collateral irrespective of any commingling of the Segregated Cash Collateral with other Cash in the Operating Account (or any other

account) on or after the Petition Date and prior to its transfer to the Segregated Account. Any failure by the Debtors on or after the Petition Date to comply with the segregation requirements of § 363(c)(4) of the Bankruptcy Code in respect of any Cash Collateral (including any Disputed Cash that is later determined to have constituted Cash Collateral) shall not be used as a basis to challenge the claims, or the extent, validity, enforceability or perfected status of the liens or security interests securing such claims, of any party, including without limitation, the Prepetition Secured Parties, any mineral interest owners or joint venture partners of the Debtors. "**Segregated Account**" shall mean a segregated deposit account established with Prepetition Agent with such account and the funds on deposit therein being subject to the Prepetition Liens and the Adequate Protection Liens, and to provide additional adequate protection hereunder, in each case subject to the provisions and rights set forth in Paragraphs 21 and 22 of this Interim Order.

13. Limited Usage of Segregated Cash Collateral. The Debtors are authorized to use Segregated Cash Collateral solely to pay (i) Capital Expenditures (as designated in the Interim Budget) and Lease Operating Expenses (as designated in the Interim Budget) related to the Prepetition Collateral or Adequate Protection Collateral and any other expenses that are directly necessary for the operation and preservation of the Prepetition Collateral or Adequate Protection Collateral, in each case as permitted by and in accordance with the Interim Budget and subject to the Authorized Variance, (ii) the Carve Out in accordance with Paragraph 7(f), and (iii) for such other expenses as may be ordered by the Court after notice and a hearing, or as may be agreed to in writing by the Prepetition Agent in its sole discretion.

14. Jurisdiction Over Operating Account Disputes. The Court shall retain jurisdiction to resolve any disputes with respect to the extent to which Cash deposited into the Operating Account by or for the benefit of the Debtors or any other Cash or cash equivalents of the Debtors constitutes Cash Collateral (and subject to the terms of this Interim Order, all rights of the Debtors, the Committee, the Prepetition Secured Parties, the Ad Hoc Group, and any other party in interest with respect to any such dispute are expressly preserved).

15. [intentionally omitted]

16. Payments Free and Clear. Except to the extent of the Carve Out and subject to Paragraphs 21 and 22 of this Interim Order, any and all payments or proceeds remitted to the Prepetition Agent on behalf of the Prepetition Secured Parties pursuant to the provisions of this Interim Order or any subsequent order of the Court shall be irrevocable and received indefeasibly and free and clear of any claim, charge, assessment, or other liability.

17. [intentionally omitted]

18. Reservation of Rights of the Prepetition Agent and Prepetition Secured Parties. Notwithstanding any other provision hereof, the grant of adequate protection to the Prepetition Agent and the other Prepetition Secured Parties pursuant hereto is without prejudice to the right of the Prepetition Agent and the other Prepetition Secured Parties to seek modification of the grant of adequate protection provided hereby so as to provide different or additional adequate protection with respect to any postpetition decrease in value of the interests of the Prepetition Agent or the other Prepetition Secured Parties in any Prepetition Collateral or Cash Collateral from and after the Petition Date, and without

prejudice to the right of the Debtors or any other party in interest to contest any such modification. Nothing herein shall be deemed to waive, modify, or otherwise impair the respective rights of the Prepetition Agent or the other Prepetition Secured Parties (including, for the avoidance of doubt, any right to terminate any Swap Agreement or right of setoff held by a Secured Swap Provider under the Swap Agreements) under the Prepetition Loan Documents, the Swap Agreements, Banking Services Agreements, under equity, or under law, and the Prepetition Agent and the other Prepetition Secured Parties expressly reserve all of their respective rights and remedies whether now existing or hereafter arising under the Prepetition Loan Documents, the Swap Agreements, Banking Services Agreements, and/or equity or law in connection with all defaults, events of default or Events of Default (as defined in the Prepetition Loan Documents, the Swap Agreements, or Banking Services Agreements, as applicable, and whether arising prior to or after the Petition Date). This Interim Order shall not modify § 12.02 of the Prepetition Credit Agreement in any respect, and, to the extent that any action of the Prepetition Agent contemplated by this Interim Order requires the consent or approval of some or all of the Prepetition Secured Parties, such consent or approval shall be obtained in accordance with § 12.02 of the Prepetition Credit Agreement. Furthermore, this Interim Order and the transactions contemplated hereby shall be without prejudice to (i) the rights of the Prepetition Secured Parties to move to vacate the automatic stay, move for the appointment of a trustee or examiner, move to dismiss or convert the Chapter 11 Cases, or to take any other action in the Chapter 11 Cases and to appear and be heard in any matter raised in the Chapter 11 Cases (and in each case without prejudice to the right of the Debtors or any other party in interest to contest any such request), and (ii) any and

all rights, remedies, claims and causes of action which the Prepetition Agent or the other Prepetition Secured Parties may have against any non-Debtor party liable for the Prepetition Indebtedness.

19. Modification of Automatic Stay. The Debtors shall perform all acts and make, execute, and deliver any and all instruments as may be reasonably necessary to implement the terms and conditions of this Interim Order and the transactions contemplated hereby. The stay of § 362 of the Bankruptcy Code is hereby modified to permit the Debtors and each of the Prepetition Agent and the other Prepetition Secured Parties to accomplish the transactions and to make the transfers authorized by this Interim Order.

20. Perfection of Adequate Protection Liens; Landlord Agreements.

(a) The Prepetition Agent is hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, deeds of trust, notices of lien, or similar instruments in any jurisdiction in order to validate and perfect the liens and security interests granted to it hereunder. Whether or not the Prepetition Agent shall, in its sole discretion, choose to file such financing statements, intellectual property filings, mortgages, deeds of trust, notices of lien, or similar instruments, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not subject to challenge, dispute, or subordination as of the Petition Date. If the Prepetition Agent determines to file or execute any financing statements, intellectual property filings, mortgages, deeds of trust, notices of lien, or similar instruments, the Debtors will cooperate and assist in any such execution and/or filings as reasonably requested by the Prepetition Agent, and the automatic stay shall be modified to allow such filings.

(b) A certified copy of this Interim Order may, in the discretion of the Prepetition Agent, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, intellectual property filings, mortgages, deeds of trust, notices of lien, or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Interim Order for filing and recording; provided that, notwithstanding the date of any such filing, the date of such perfection shall be deemed to be the Petition Date.

(c) Effective upon entry of the Final Order, any provision of any lease or other license, or other agreement that requires the consent or approval of one or

more landlords or other parties in order for any Debtor to transfer any such leasehold interest, or the proceeds thereof, or other collateral related thereto, in connection with this Interim Order is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Any such provision shall have no force and effect with respect to the granting of Adequate Protection Liens on such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor in accordance with the terms of the Prepetition Loan Documents or this Interim Order.

21. Preservation of Rights Granted Under this Interim Order.

(a) Except as expressly provided in this Interim Order, no claim or lien having a priority senior to or *pari passu* with those granted by this Interim Order to the Prepetition Agent and other Prepetition Secured Parties shall be granted or allowed, and the Adequate Protection Liens shall not be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under § 551 of the Bankruptcy Code or subordinated to or made *pari passu* with any other lien or security interest, whether under § 364(d) of the Bankruptcy Code or otherwise.

(b) Notwithstanding any order dismissing any of the Chapter 11 Cases under § 1112 of the Bankruptcy Code or otherwise entered at any time, (x) the Adequate Protection Claims, the other priority and administrative claims granted pursuant to this Interim Order and the Adequate Protection Liens shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all Adequate Protection Obligations shall have been paid and satisfied in cash (and such Adequate Protection Claims, the other administrative claims granted pursuant to this Interim Order and the Adequate Protection Liens shall, notwithstanding such dismissal, remain binding on Debtors and all parties in interest); and (y) the Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in clause (x) above.

(c) The Prepetition Agent and the Prepetition Secured Parties shall be entitled to the protections afforded in § 363(m) of the Bankruptcy Code, if any.

(d) Subject to Paragraph 22, the adequate protection payments made pursuant to this Interim Order shall not be subject to counterclaim, setoff, subordination, recharacterization, defense, or avoidance in the Chapter 11 Cases or any subsequent chapter 7 cases (other than a defense that the payment has actually been made).

(e) Except as expressly provided in this Interim Order, the Adequate Protection Obligations, the Adequate Protection Claims and the Adequate Protection Liens and all other rights and remedies of the Prepetition Agent and the Prepetition Secured Parties granted by the provisions of this Interim Order shall survive, and shall not be modified, impaired, or discharged by (i) the entry of an

order converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the Chapter 11 Cases, or (ii) the entry of an order confirming a plan of reorganization in any of the Chapter 11 Cases and, pursuant to § 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining Adequate Protection Obligations.

(f) The terms and provisions of this Interim Order shall continue in the Chapter 11 Cases, in any successor cases if the Chapter 11 Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code, and the Adequate Protection Liens, the Adequate Protection Claims, the other administrative claims granted pursuant to this Interim Order, and all other rights and remedies of the Prepetition Agent and the other Prepetition Secured Parties granted by the provisions of this Interim Order shall continue in full force and effect until all Adequate Protection Obligations are indefeasibly paid in full in cash.

(g) Until the claims of the Prepetition Secured Parties under the Prepetition Loan Documents, Swap Agreements, and Banking Services Agreements are fully satisfied by their terms, the Debtors shall not be authorized to obtain credit secured by a lien or security interest in the Prepetition Collateral, or the Cash Collateral, without the prior written consent of the Prepetition Agent or order of this Court upon reasonable notice.

22. Effect of Stipulations. As a result of the Debtors' review of the Prepetition Loan Documents, the Swap Agreements, Banking Services Agreements, and the facts relating thereto, the Debtors have admitted, stipulated, and agreed to the various stipulations and admissions contained in this Interim Order, which stipulations and admissions shall be binding upon the Debtors and any successors thereto in all circumstances. The stipulations and admissions contained in this Interim Order shall also be binding upon all other parties in interest, including any Committee or any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors, for all purposes unless (a) such party (subject in all respects to any agreement or applicable law which may limit or affect such party's right or ability to do so) has properly filed a motion seeking standing to file an adversary proceeding or contested matter, as required under the Bankruptcy Rules (subject in either case to the limitations contained herein, including, without

limitation, in this paragraph 22) by no later than the date that is 75 days from the date of entry of the Interim Order (or in the case of the Committee appointed within 30 days of the Petition Date), by no later than sixty (60) days from the date of the appointment of the first Committee appointed (each of the foregoing, the "**Challenge Period**"), (x) challenging the amount, validity, enforceability, priority, or extent of the Prepetition Indebtedness or any of the Prepetition Secured Parties' respective security interests in or liens on the Prepetition Collateral, or (y) otherwise asserting any other claims, counterclaims, causes of action, objections, contests, or defenses against the Prepetition Agent or any other Prepetition Secured Party, on behalf of the Debtors' estates (collectively, the "**Claims and Defenses**"), and (b) the Court rules in favor of the plaintiff sustaining any such challenge or claim in any such duly filed adversary proceeding or contested matter. If no such motion seeking standing to file an adversary proceeding or a contested matter is timely filed prior to the expiration of the Challenge Period, without further order of the Court: (w) the Debtors' stipulations and admissions contained this Interim Order shall be binding on all parties in interest, including any Committee; (x) the Prepetition Indebtedness and other obligations under the Prepetition Loan Documents, Swap Agreements, and Banking Services Agreements shall constitute an allowed claim, not subject to counterclaim, setoff, subordination, recharacterization, defense, or avoidance, for all purposes in the Chapter 11 Cases and any subsequent chapter 7 case; (y) the Prepetition Secured Parties' respective liens on, and security interests in, the Prepetition Collateral shall be deemed to have been, as of the Petition Date, and to be, legal, valid, binding, perfected, first priority (subject to the Carve Out and Other Senior Liens), not subject to defense, counterclaim, recharacterization, subordination, or

avoidance; and (z) the Prepetition Indebtedness and other obligations under the Prepetition Loan Documents, Swap Agreements, and Banking Services Agreements, the Prepetition Secured Parties' respective liens on, and security interests in, the Prepetition Collateral, and the respective Prepetition Secured Parties (and their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys, or advisors) shall not be subject to any other or further challenge by any Committee or any other party in interest with respect to, and any such Committee or party in interest shall be enjoined from seeking to exercise the rights of, any of the Debtors' estates, including without limitation, any successor thereto (including, without limitation, any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period); provided that if the Chapter 11 Cases are converted to chapter 7 or a Trustee is appointed prior to the expiration of the Challenge Period, any such estate representative or Trustee shall receive the full benefit of any remaining Challenge Period, subject to the limitations described herein. If any such motion seeking standing to file adversary proceeding or contested matter is timely filed prior to the expiration of the Challenge Period, the stipulations and admissions contained in this Interim Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any Committee and any other person, including any Trustee, except as to any such findings and admissions that were expressly challenged in such adversary proceeding or contested matter. Nothing in this Interim Order vests or confers on any person, including any Committee, standing or authority to pursue any cause of action belonging to the Debtors or their estates. In the event that there is a timely successful challenge brought pursuant to this paragraph, the Court shall retain jurisdiction

to fashion an appropriate remedy. Nothing in this paragraph limits the time period during which the Debtors or any other person may challenge the amount or calculation of Adequate Protection Obligations asserted by the Prepetition Secured Parties. Upon entry of a final non-appealable order by the Court determining any of the Prepetition Secured Parties to be undersecured or otherwise not entitled to the adequate protection payments provided in this Interim Order pursuant to § 506(b) of the Bankruptcy Code or not allowed on any other basis (including, without limitation, on account of the Debtors' use of Prepetition Collateral), then such adequate protection payments may be reapplied, recharacterized or disallowed as the Court so directs in a final, non-appealable order; provided, however, that the Prepetition Secured Parties reserve their rights to assert defenses to any such arguments and to otherwise oppose any such reapplication, recharacterization or disallowance.

23. Limitation on Use of Cash Collateral. The Debtors shall use Cash Collateral on a consensual basis solely as provided in this Interim Order. Notwithstanding anything herein or in any other order of the Court to the contrary, and subject to the Carve Out and the proviso below, no Cash Collateral may be used to: (a) initiate, litigate, object, contest, or raise any defense to the validity, perfection, priority, extent, or enforceability of the Prepetition Indebtedness, or the liens or claims granted under this Interim Order or the Prepetition Loan Documents, Swap Agreements, and Banking Services Agreements; (b) initiate, litigate, assert any Claims or Defenses against any of the Prepetition Agent or any other Prepetition Secured Party or their respective agents, affiliates, representatives, attorneys, or advisors; (c) seek to modify any of the rights granted to the Prepetition Agent or other Prepetition Secured Parties hereunder; or (d)

pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved by an order of the Court, provided that, notwithstanding anything to the contrary herein, no more than $50,000 of the Prepetition Collateral, Cash Collateral or the Carve Out in the aggregate may be used by any Committee to investigate the validity, perfection, priority, extent, or enforceability of the Prepetition Indebtedness or the liens on the Prepetition Collateral or Cash Collateral, any Claims or Defenses, or any other causes action against the Prepetition Agent or any of the other Prepetition Secured Parties.

24. Binding Effect; Successors and Assigns. The provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in the Chapter 11 Cases, including without limitation, the Prepetition Agent and the other Prepetition Secured Parties, any Committee, the Debtors, the Ad Hoc Group and their respective successors and assigns (including any trustee hereinafter appointed or elected for the estate of any Debtor, an examiner appointed pursuant to § 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the Prepetition Agent, the other Prepetition Secured Parties, and the Debtors and their respective successors and assigns, provided that, except to the extent expressly set forth in this Interim Order, the Prepetition Agent and the other Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral or Cash Collateral on a consensual basis, or extend any financing to any trustee or similar responsible person appointed for the estate of any Debtor. For all adequate protection purposes throughout the Chapter 11 Cases, the Prepetition Agent and the other

Prepetition Secured Parties shall be deemed to have requested adequate protection as of the Petition Date. For the avoidance of doubt, such request will survive termination of this Interim Order.

25. Limitation of Liability. In permitting the use of the Prepetition Collateral and Cash Collateral, or in exercising any rights or remedies as and when permitted pursuant to this Interim Order, subject to entry of the Final Order, the Prepetition Secured Parties shall not be deemed to be in control of the operations of any of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the governance, operation, or management of any of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, the Internal Revenue Code, the WARN Act, the Bankruptcy Code, or any similar federal or state statute, each as may be amended from time to time). Furthermore, nothing in this Interim Order shall in any way be construed or interpreted to impose or allow the imposition upon the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in § 101(2) of the Bankruptcy Code).

26. No Impact on Certain Contracts/Transactions. No rights of any person under §§ 555, 556, 559, 560, 561, and 562 of the Bankruptcy Code shall be affected by the entry of this Interim Order as to any contract or transaction of the kind listed in such sections of the Bankruptcy Code.

27. Affirmation of Obligations and Liens. Subject to paragraphs 11 and 22, (a) the Debtors are hereby authorized and deemed to ratify, reaffirm, and adopt the Prepetition Loan Documents, the Swap Agreements, and the Banking Services

Agreements, including the validity, extent, priority, perfection, and enforceability of the liens, liabilities, and obligations to the Prepetition Agent and the other Prepetition Secured Parties incurred thereunder and the liens, security interests, and mortgages granted to the Prepetition Agent and the other Prepetition Secured Parties thereunder, and (b) the validity, extent, priority, perfection, and enforceability of the Prepetition Secured Parties' respective prepetition claims, liens, mortgages, and security interests in the Debtors' property shall not be subject to invalidation, avoidance, subordination, or other challenge by any of the Debtors, and, in furtherance thereof, the Debtors hereby release, waive, and affirmatively agree not to allege or otherwise pursue any or all defenses, affirmative defenses, counterclaims, claims, causes of action, recoupments, setoffs, or other rights that they may have to contest (i) any Defaults or Events of Default (as such terms, or similar terms are defined in the Prepetition Loan Documents, the Swap Agreements, and the Banking Services Agreements) that were or could have been declared by any of the Prepetition Secured Parties as of the Petition Date, and (ii) the amount of the Debtors' indebtedness and obligations to the Prepetition Secured Parties as of the Petition Date.

28. Effectiveness. This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Rules or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of

execution or effectiveness of this Interim Order. To the extent that any finding of fact shall be determined to be a conclusion of law it shall be so deemed and vice versa.

29. Proofs of Claim. None of the Prepetition Secured Parties will be required to file proofs of claim in any of the Chapter 11 Cases or successor cases, and the Debtors' stipulations herein shall be deemed to constitute a timely filed proof of claim against the applicable Debtor(s). Any order entered by the Court in relation to the establishment of a bar date for any prepetition claim in any of the Chapter 11 Cases or successor cases shall not apply to the Prepetition Agent or the other Prepetition Secured Parties with respect to the Prepetition Indebtedness. Notwithstanding the foregoing, the Prepetition Agent (on behalf of itself and the other Prepetition Secured Parties) is hereby authorized and entitled, in its sole discretion, but not required, to file (and amend and/or supplement, as it sees fit) a master proof of claim for any claims of the Prepetition Secured Parties arising from the Prepetition Loan Documents; provided, however, that nothing herein shall waive the right of any Prepetition Secured Party to file its own proof of claim against the Debtors. Bankruptcy Rule 3001(e) shall not apply to any transfer of any claim or claims of Prepetition Indebtedness by a Prepetition Secured Party to another Prepetition Secured Party. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest, including, without limitation, the numerosity requirements set forth in section 1126 of the Bankruptcy Code.

30. WAIVER OF CLAIMS. SUBJECT TO PARAGRAPHS 11 AND 22, IN CONSIDERATION OF THE USE OF CASH COLLATERAL FOR THE BENEFIT OF THE ESTATES, THE DEBTORS AND THEIR SUCCESSORS AND ASSIGNS

(COLLECTIVELY, THE "**RELEASING PARTIES**") HEREBY RELEASE, ACQUIT, FOREVER DISCHARGE, AND COVENANT NOT TO SUE EACH OF THE PREPETITION SECURED PARTIES AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, ATTORNEYS, AND AGENTS, AND THEIR SUCCESSORS AND ASSIGNS (THE "**RELEASED PARTIES**") FROM ANY AND ALL ACTS AND OMISSIONS, AND FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, AVOIDANCE ACTIONS, COUNTERCLAIMS, DEMANDS, CONTROVERSIES, COSTS, DEBTS, SUMS OF MONEY, ACCOUNTS, RECKONINGS, BONDS, BILLS, DAMAGES, OBLIGATIONS, LIABILITIES, OBJECTIONS, LEGAL PROCEEDINGS, EQUITABLE PROCEEDINGS, AND EXECUTIONS OF ANY NATURE, TYPE, OR DESCRIPTION, WHICH THE RELEASING PARTIES HAVE OR MAY COME TO HAVE AGAINST THE RELEASED PARTIES THROUGH THE DATE OF THIS INTERIM ORDER, TO THE EXTENT SUCH CLAIMS RELATE TO OR ARISE OUT OF THE PREPETITION INDEBTEDNESS, PREPETITION LOAN DOCUMENTS, THE SWAP AGREEMENTS, OR THE BANKING SERVICES AGREEMENTS OR THE MATTERS, TRANSACTIONS, OR DOCUMENTS RELATED HERETO OR THERETO, AT LAW OR IN EQUITY, BY STATUTE OR COMMON LAW, IN CONTRACT, IN TORT, INCLUDING BANKRUPTCY CODE CHAPTER 5 CAUSES OF ACTION, WHETHER UNDER THE LAW OF THE UNITED STATES OR ANY OTHER COUNTRY, UNION, ORGANIZATION OF FOREIGN COUNTRIES, OR OTHERWISE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED (COLLECTIVELY, THE "**RELEASED CLAIMS**"). SUBJECT

TO PARAGRAPHS 11 AND 22, THE DEBTORS FURTHER COVENANT NOT TO SUE THE RELEASED PARTIES ON ACCOUNT OF ANY RELEASED CLAIM. THIS PARAGRAPH IS IN ADDITION TO AND SHALL NOT IN ANY WAY LIMIT ANY OTHER RELEASE, COVENANT NOT TO SUE, OR WAIVER BY THE RELEASING PARTIES IN FAVOR OF THE RELEASED PARTIES.

31. U.S. Specialty Insurance Company. Notwithstanding anything in this Interim Order to the contrary, nothing in this Interim Order shall in any way prime or affect any rights of U.S. Specialty Insurance Company and/or its successors and/or assigns (the "Surety"), as to (a) any funds it is holding (estimated to be $1 million) and/or being held for it, whether in trust, as security or otherwise, (b) any substitutions or replacements of said funds (including accretions to and interest earned on said funds), and (c) any letters of credit related to any indemnity, collateral trust, or related agreements between the Surety and any of the Debtors (collectively (a) to (c), the "Surety Assets"). Nothing in this Interim Order shall (a) affect any rights of the Surety under any indemnity, collateral trust, or related agreements between the Surety and any of the Debtors as to the Surety Assets, and any requirement of the Debtors to segregate Cash Collateral shall not apply to the Surety Assets, (b) prime any setoff, recoupment and/or lien rights of the Surety or any party to whose rights the Surety may become subrogated therein, or (c) affect any rights or remedies of the Prepetition Secured Parties in connection with (i) the Surety Assets, or (ii) any rights or remedies of the Surety or any party to whose rights the Surety may become subrogated therein, all of which are expressly preserved.

32. Additional Reservations of Rights. All parties reserve their respective rights as to (a) whether the Final Order should provide for current payment of interest as adequate protection (the "**Interest Payment**") and (b) the rate at which interest should accrue as part of the secured claims of the Prepetition Agent and the Prepetition Lenders (the "**Interest Accrual**"); provided that, interest shall be paid as adequate protection on the last business day of November at the non-default rate based on the Alternate Base Rate plus Applicable Margin rather than the Default Rate (the "**November Interest Payment**").[5] Any ruling on the Interest Payment and Interest Accrual issues shall apply *nunc pro tunc* to June 9, 2016, without prejudice to any party's right to appeal such ruling (with any ruling from the appellate court to be effective *nunc pro tunc* to June 9, 2016), provided that the November Interest Payment shall not be subject to disgorgement on account of any rights asserted pursuant to the reservation of rights in this paragraph.

33. Headings. The headings in this Interim Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this Interim Order.

34. Final Hearing. The Final Hearing on the Motion is scheduled for December 7, 2016, at 10:00 a.m. (prevailing Eastern Time) before the Court. The Debtors shall promptly mail copies of this Interim Order to the parties having been given notice of the Interim Hearing and to any other party which has filed a request for notices with the Court. Any party in interest objecting to the relief sought at the Final Hearing shall submit any such objection in writing and file such objection with the Court (with a courtesy copy to Chambers) and serve such objection on the following parties so as to be

[5] Alternate Base Rate, Applicable Margin, and Default Rate are defined in the Prepetition Credit Agreement. The Debtors shall transfer funds from its accounts with Arvest Bank to the Operating Account in the amount that the Default Rate as applied is greater than the June Interest Payment, and such funds shall be held in the Operating Account pending further Order of this Court or the specific written consent of the Prepetition Agent for the use of such funds.

received no later than 4:00 p.m. (prevailing Eastern Time) on November 30, 2016: (a) Chaparral Energy, Inc., 701 Cedar Lake Blvd., Oklahoma City, OK 73114 (Attn: Mark Fischer), (b) Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Attn: Keith A. Simon, Esq.), (c) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins, Esq. and John H. Knight, Esq.), (d) Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3700 Dallas, TX 75201-2975 (Attn: William L. Wallander, Esq.), (e) Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, NY 10005-1413 (Attn: Evan Fleck, 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, Lockbox 35, Wilmington, DE 19801 (Attn: David Buchbinder, Esq. and Natalie M. Cox, Esq.).

35. Jurisdiction. The Court shall retain jurisdiction to enforce the terms of this Interim Order and to adjudicate any and all matters arising from or related to the interpretation or implementation of this Interim Order.

36. Controlling Effect of Interim Order. To the extent any provision of this Interim Order conflicts or is inconsistent with any provision of the Motion, the provisions of this Interim Order shall control to the extent of such conflict.

IT IS SO ORDERED.

DATED this 21st day of November, 2016.

THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

List of Prepetition Loan Documents

[Filed separately at Docket No. 86]

EXHIBIT B

[Interim Budget]

Chaparral Energy, Inc et al

13 Week Forecast of Cash Receipts and Disbursements

($ in 000s)

	Forecasted week: 1	2	3	4	5	6	7	8	9	10	11	12	13	
Week Ending:	**5/13/16**	**5/20/16**	**5/27/16**	**6/3/16**	**6/10/16**	**6/17/16**	**6/24/16**	**7/1/16**	**7/8/16**	**7/15/16**	**7/22/16**	**7/29/16**	**8/5/16**	**13 Weeks**
Receipts														
Oil & Gas Receipts	$ 4	$ 12,767	$ 4,606	$ 2,451	$ 225	$ 1,125	$ 16,880	$ 3,826	$ 1,610	$ 230	$ 18,395	$ 2,759	$ 1,727	$ 66,606
JIB Receipts	255	128	1,276	751	215	107	107	966	750	214	107	1,072	628	6,577
Hedge Receipts	-	-	-	-	-	-	25,000	-	-	-	-	-	-	25,000
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts	$259	$12,895	$5,882	$3,202	$440	$1,233	$41,987	$4,792	$2,360	$444	$18,502	$3,831	$2,355	$98,182
Disbursements														
Operating Disbursements [1]														
Payroll & Benefits	(1,019)	(221)	(1,730)	(363)	(1,712)	(326)	(1,730)	(326)	(1,749)	(326)	(1,730)	(326)	(1,749)	($13,306)
LOE	(2,633)	(2,368)	(2,368)	(2,401)	(1,961)	(1,961)	(3,501)	(2,401)	(2,821)	(2,821)	(2,821)	(2,821)	(2,896)	(33,770)
Capex	(5,216)	(4,313)	(3,668)	(3,483)	(2,471)	(2,144)	(1,266)	(1,908)	(1,696)	(1,571)	(2,380)	(2,281)	(2,002)	(34,400)
G&A	(263)	(251)	(384)	(211)	(160)	(244)	(388)	(181)	(190)	(275)	(388)	(181)	(190)	(3,306)
Working Interests & Royalty	(4)	(5,061)	(30)	(3)	-	(5,133)	(61)	(3)	(0)	(6,043)	-	(131)	-	(16,469)
Other	(42)	(58)	(23)	(119)	(113)	(35)	(112)	(41)	(91)	(126)	(125)	(124)	(123)	(1,132)
Total Operating Disbursements	($9,176)	($12,272)	($8,203)	($6,579)	($6,417)	($9,842)	($7,058)	($4,859)	($6,547)	($11,161)	($7,445)	($5,863)	($6,960)	($102,383)
Net Cash Flow From Operations	($8,917)	$623	($2,321)	($3,377)	($5,977)	($8,610)	$34,929	($68)	($4,187)	($10,717)	$11,058	($2,032)	($4,605)	($4,201)
One-Time/Non-Recurring Items														
Retained Professionals	-	-	($431)	-	-	-	($575)	-	-	-	-	($3,431)	-	($4,438)
Other	(90)	(129)	(57)	(115)	(67)	(95)	(49)	(73)	(118)	(59)	(58)	(57)	(56)	($1,023)
Net Cash Flow After Non-Recurring Items	($9,007)	$494	($2,809)	($3,492)	($6,044)	($8,705)	$34,305	($141)	($4,305)	($10,776)	$11,000	($5,520)	($4,661)	($9,662)
Debt Service														
Interest & Fees	-	-	-	(3,150)	-	-	-	(3,255)	-	-	-	-	(3,150)	($9,555)
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow After Debt Service	**($9,007)**	**$494**	**($2,809)**	**($6,642)**	**($6,044)**	**($8,705)**	**$34,305**	**($3,395)**	**($4,305)**	**($10,776)**	**$11,000**	**($5,520)**	**($7,811)**	**($19,216)**
Beginning Cash Balance (Book)	$174,736	$165,729	$166,223	$163,414	$156,772	$150,727	$142,023	$176,327	$172,932	$168,627	$157,851	$168,851	$163,331	$174,736
Add: Net Cash Flow After Debt Service	(9,007)	494	(2,809)	(6,642)	(6,044)	(8,705)	34,305	(3,395)	(4,305)	(10,776)	11,000	(5,520)	(7,811)	($19,216)
Less: Debt repayments	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Change in Cash	(9,007)	494	(2,809)	(6,642)	(6,044)	(8,705)	34,305	(3,395)	(4,305)	(10,776)	11,000	(5,520)	(7,811)	($19,216)
Ending Cash Balance (Book)	**$165,729**	**$166,223**	**$163,414**	**$156,772**	**$150,727**	**$142,023**	**$176,327**	**$172,932**	**$168,627**	**$157,851**	**$168,851**	**$163,331**	**$155,520**	**$155,520**

Note:

1) Operating disbursements include payment of pre-petition expenses.

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