**APPENDIX I**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS NOTICE.

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

**NOTICE OF (A) NON-VOTING STATUS WITH RESPECT TO THE DEBTORS' PROPOSED PLAN AND (B) ELECTION TO OPT OUT OF VOLUNTARY RELEASE OF CLAIMS AND INTERESTS BY HOLDERS OF ROYALTY CLASS ACTION CLAIMS AND ROYALTY CLASS ACTION EQUITY INTERESTS**

**PLEASE TAKE NOTICE THAT** Chaparral Energy, Inc. and its subsidiaries that are debtors and debtors-in-possession (collectively, the "**Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**") have commenced the solicitation of votes to accept the *Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization* (the "**Proposed Plan**").[2] Copies of the Plan and Disclosure Statement are available for a fee on the Bankruptcy Court's website at www.deb.uscourts.gov or free of charge on the Debtors' restructuring website at http://www.kccllc.net/chaparral2020.

You are receiving this notice (the "**Royalty Class Action Claim/Equity Interest Notice**") because you may be a holder of a Claim that is a Royalty Class Action Claim and/or an Interest that is a Royalty Class Action Equity Interest in the Chapter 11 Cases.

The Royalty Class Action Claims are Claims of non-governmental royalty owners arising from or in connection with any Debtor's alleged failure to properly report, account for, and distribute royalty interest payments to owners of mineral interests in the State of Oklahoma arising or accruing *after* May 9, 2016, the petition date in the Debtors' prior bankruptcy cases, which are captioned *In re Chaparral Energy, Inc.*, Case No. 16-1114 (Bankr. D. Del. 2016) (the "**Prior Bankruptcy Cases**") and *before* August 16, 2020. The Royalty Class Action Equity Interests relate to claims of non-governmental royalty owners arising from or in connection with any Debtor's alleged failure to properly report, account for, and distribute royalty interest payments to

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

[2] Capitalized terms used and not otherwise defined in this Appendix and Exhibit A to this Appendix have the meaning ascribed to them in the Proposed Plan.

owners of mineral interests in the State of Oklahoma arising or accruing *prior to* the petition date in the Prior Bankruptcy Cases that are still pending in the Prior Bankruptcy Cases, including a class proof of claim, Claim #1316, which was subsequently amended as Claim #2179 (the "**2016 Class Proof of Claim**"). Under the *First Amended Joint Plan of Reorganization for Chaparral Energy, Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (the "**Prior Bankruptcy Plan**"), the holder of any claim in the Prior Bankruptcy Cases that is classified in Class 8 (Royalty Payment Litigation Claims) and that becomes an allowed claim after March 21, 2017 is entitled to receive common stock of Chaparral Parent in full satisfaction, settlement, discharge, and release of, and in exchange for, such claim.

If and to the extent any such claims that are pending in the Prior Bankruptcy Cases (including the 2016 Class Proof of Claim) become allowed claims after the Petition Date, the holders of such claims will be treated as holders of Allowed Chaparral Parent Equity Interests under the Plan, subject to the terms of the Plan and as described in greater detail in the Plan and the Disclosure Statement. Receipt of this Royalty Class Action Claim/Equity Interest Notice shall not constitute an admission by the Debtors that any claim pending in the Prior Bankruptcy Case is an allowed claim or that any Person is the holder of an Allowed Claim or an Allowed Interest in the Chapter 11 Cases.

Under the terms of the Plan, (i) holders of Claims that are Royalty Class Action Claims are Unimpaired and presumed to accept the Plan under section 1126(f) of the Bankruptcy Code; and (ii) holders of Chaparral Parent Equity Interests, including Royalty Class Action Equity Interests, are Impaired and deemed to reject the Plan under section 1126(g) of the Bankruptcy Code. Accordingly, holders of Royalty Class Action Claims and holders of Chaparral Parent Equity Interests, including Royalty Class Action Equity Interests, are not entitled to vote to accept or reject the Plan.

**WHILE YOU ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, THE OPT OUT ELECTION ATTACHED HERETO AS EXHIBIT A PROVIDES YOU WITH THE SEPARATE OPTION TO NOT GRANT THE VOLUNTARY RELEASE OF CLAIMS CONTAINED IN ARTICLE VIII OF THE PLAN. SOLELY FOR HOLDERS OF ROYALTY CLASS ACTION EQUITY INTERESTS, THE PLAN PROVIDES THAT GRANTING THE RELEASES CONTAINED IN SECTION VIII OF THE PLAN IS A CONDITION TO RECEIVING A DISTRIBUTION OF CASH UNDER THE PLAN (AS DESCRIBED IN MORE DETAIL BELOW) ON ACCOUNT OF SUCH ROYALTY CLASS ACTION EQUITY INTERESTS.**

Under Article III(B)(8) of the Plan, all Chaparral Parent Equity Interests will be cancelled, released, and extinguished, and will be of no further force or effect without any distribution to the Holders of such Interests on account of such Interests. Notwithstanding the foregoing, in exchange for each such Holder (a) agreeing to provide a release to the Released Parties and (b) not objecting to the Plan:

(i) each Holder of an Allowed Chaparral Parent Equity Interest that is a Partial Cash-Out Equity Interest shall receive such Holder's pro rata share (determined as a percentage of all Allowed Chaparral Parent Equity Interests as of the Effective Date) of (a) the All Holder Settlement Portion and (b) the New Warrants;

(ii) each Holder of an Allowed Chaparral Parent Equity Interest that is a Full Cash-Out Equity Interest shall receive (a) such Holder's pro rata share (determined as a percentage of all Allowed Chaparral Parent Equity Interests as of the Effective Date) of the All Holder Settlement Portion and (b) Cash in an amount equal to $0.01508 per share.

Notwithstanding the foregoing, if any of the Prior Bankruptcy Claims become fixed, liquidated, and allowed in the Prior Bankruptcy Cases after the Effective Date, then the Holders of the Prior Bankruptcy Equity Interests arising from such Prior Bankruptcy Claims shall be entitled to receive Cash in an amount equal to the amount such Holder would have otherwise received had such Holder's Prior Bankruptcy Equity Interests been Allowed Chaparral Parent Equity Interests as of the Effective Date (assuming all distributions on account of such Chaparral Parent Equity Interests had been made on the Effective Date), solely to the extent that such amount does not cause the total Cash paid to Holders of Prior Bankruptcy Equity Interests after the Effective Date to exceed the Cash-Out Cap, in each case in accordance with Article VI of the Plan. For the avoidance of doubt, any Holder of a Chaparral Parent Equity Interest that affirmatively elects to "opt out" of the releases contained in Article VIII of the Plan or objects to the Plan, shall not be entitled to receive the consideration described in this paragraph or in clauses (i) and (ii) above.

"*All Holder Settlement Portion*" means $1,200,000.

"*Partial Cash-Out Equity Interests*" means any Chaparral Parent Equity Interests that are not Full Cash-Out Equity Interests.

"*Full Cash-Out Equity Interests*" means (A) any Chaparral Parent Equity Interests not registered in the name of Cede & Co., as nominee for DTC, (B) any Royalty Class Action Equity Interests, and (C) any other Prior Bankruptcy Equity Interests. For the avoidance of doubt, the 2016 Class Proof of Claim shall be treated as a Full Cash-Out Equity Interest under the Proposed Plan.

"*Cash-Out Cap*" means $150,000.

**THE DEBTORS BELIEVE THAT THE AMOUNT OF THEIR LIABILITIES EXCEEDS THE VALUE OF THEIR ASSETS, AND THUS, HOLDERS OF ROYALTY CLASS ACTION EQUITY INTERESTS ARE SUBSTANTIALLY "OUT OF THE MONEY" UNDER ABSOLUTE PRIORITY PRINCIPLES APPLICABLE UNDER THE UNITED STATES BANKRUPTCY CODE. THEREFORE, HOLDERS OF ROYALTY CLASS ACTION EQUITY INTERESTS THAT ELECT TO OPT OUT OF THE VOLUNTARY RELEASE PROVISIONS CONTAINED IN SECTION VIII OF THE PLAN SHALL NOT RECEIVE THE CASH DISTRIBUTION THAT THEY MAY OTHERWISE BE ENTITLED TO RECEIVE UNDER THE PLAN AND SHALL NOT RECEIVE ANY CONSIDERATION OR DISTRIBUTION WHATSOEVER UNDER THE PLAN.**

**IF YOU WISH TO OPT OUT OF THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN, YOU MUST COMPLETE THE STEPS SET FORTH IN THE INSTRUCTIONS ON THE OPT OUT ELECTION BY NOVEMBER 9, 2020 AT 5:00 P.M. (PREVAILING EASTERN TIME) (THE "OPT-OUT DEADLINE"). IF YOU FAIL TO PROPERLY COMPLETE AND SUBMIT THE OPT OUT ELECTION PRIOR TO THE**

**OPT-OUT DEADLINE, THEN YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS IN SECTION VIII OF THE PLAN.**

If you have any questions concerning this Royalty Class Action Claim/Equity Interest Notice, the Disclosure Statement, the Plan, or the procedures set forth in the Opt Out Election; or wish to obtain a paper copy of the Plan, the Disclosure Statement or any exhibits to such documents, please contact Kurtzman Carson Consultants LLC (the "**Solicitation Agent**"), the Debtors' solicitation agent, at Chaparral 2020 Ballot Processing, Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, by calling (866) 523-2941 (Toll Free) or (781) 575-2044 (International), or by email at chaparral2020info@kccllc.com.

**EXHIBIT A**

2020 PLAN RELEASE OPT OUT ELECTION FORM

Article VIII of the *Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization Under the Bankruptcy Code* (the "**Plan**")[3] contains a voluntary third-party release (the "**Plan Release**") that binds, among other parties, holders of Claims and Interests, including Royalty Class Action Claims and Royalty Class Action Equity Interests that do not opt out of the Plan Release by properly completing the steps set forth in this Opt Out Election.

**THE DEBTORS BELIEVE THAT THE AMOUNT OF THEIR LIABILITIES EXCEEDS THE VALUE OF THEIR ASSETS, AND THUS, HOLDERS OF ROYALTY CLASS ACTION EQUITY INTERESTS ARE SUBSTANTIALLY "OUT OF THE MONEY" UNDER ABSOLUTE PRIORITY PRINCIPLES APPLICABLE UNDER THE BANKRUPTCY CODE. THEREFORE, HOLDERS OF ROYALTY CLASS ACTION EQUITY INTERESTS THAT ELECT TO OPT OUT OF THE RELEASE SHALL NOT RECEIVE THE CASH DISTRIBUTION THAT THEY MAY OTHERWISE BE ENTITLED TO RECEIVE UNDER THE PLAN AND SHALL NOT RECEIVE ANY CONSIDERATION OR DISTRIBUTION WHATSOEVER UNDER THE PLAN.**

**IF YOU (I) ABSTAIN FROM COMPLETING THIS OPT OUT ELECTION OR (II) YOU FAIL TO PROPERLY COMPLETE THIS OPT OUT ELECTION AND SUBMIT IT BY THE OPT OUT DEADLINE, YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASE.**

## Opt Out Instructions

A completed Opt Out Election should be returned to the Solicitation Agent in the enclosed envelope. An Opt Out Election ***should not be*** delivered to the Debtors. **Completed Opt Out Elections must be received by the Solicitation Agent by the Opt Out Deadline.** If your Opt Out Election is received after the Opt Out Deadline, your Opt Out Election will not be accepted, and you will be deemed to have consented to the Plan Release. If your Opt Out Election is received and the opt out box below is not checked, you will be deemed to have consented to the Plan Release. Any Opt Out Election that is illegible or does not provide sufficient information to identify the holder will not be valid.

If you are completing this Opt Out Election on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. In addition, please provide your name and mailing address if different from that set forth in the attached mailing label or if no such mailing label is attached to the Royalty Class Action Claim/Equity Interest Notice.

## IMPORTANT INFORMATION REGARDING THE PLAN RELEASE

The Plan contains the following release, exculpation, and injunction provisions:

### *Relevant Definitions*

"**Exculpated Party**" means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) any statutory committees appointed in the

[3] Capitalized terms in this Opt Out Election not defined herein shall have the meaning ascribed to such terms in the Plan.

Chapter 11 Cases and each of their respective members; (d) each current and former Affiliate of each Entity in clause (a) through the following clause (e); and (e) each Related Party of each Entity in clause (a) through this clause (e).

"**Released Party**" means collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) the Reorganized Debtors; (c) the RBL Agent; (d) the Indenture Trustee; (e) the Ad Hoc Group and each member of the Ad Hoc Group; (f) Consenting Senior Noteholders; (g) each of the Backstop Parties; (h) the Exit Facility Lenders, Exit Facility Agent, New Convertible Notes Indenture Trustee, and holders of the New Convertible Notes; (i) each Holder of an RBL Claim or a Senior Notes Claim; (j) each Holder of a Chaparral Parent Equity Interest; (k) each current and former Affiliate of each Entity in clause (a) through the following clause (l); and (l) each Related Party of each Entity in clause (a) through this clause (l); provided, however, that in each case, an Entity shall not be a Released Party if it affirmatively elects to "opt out" of being a Releasing Party.

"**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) the Reorganized Debtors; (c) the RBL Agent; (d) the Indenture Trustee; (e) the Ad Hoc Group and each member of the Ad Hoc Group; (f) the Consenting Senior Noteholders; (g) each of the Backstop Parties; (h) the Exit Facility Lenders, Exit Facility Agent, New Convertible Notes Indenture Trustee, and holders of the New Convertible Notes; (i) each Holder of an RBL Claim or a Senior Notes Claim that (i) votes to accept the Plan or (ii) votes to reject the Plan or does not vote to accept or reject the Plan and does not affirmatively elect on a timely submitted ballot to "opt out" of being a Releasing Party; (j) each Holder of a Chaparral Parent Equity Interest that does not affirmatively elect on a timely submitted opt out form to "opt out" of being a Releasing Party; (k) each Holder of a Claim or Interest (other than a Chaparral Parent Equity Interest) that is presumed to accept the Plan or deemed to reject the Plan and does not affirmatively elect to "opt out" of being a Releasing Party by timely filing with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release (or, in the case of any Claim that is a Royalty Class Action Claim, by affirmatively electing on a timely submitted opt out form to "opt out" of being a Releasing Party); (l) each current and former Affiliate of each Entity in clause (a) through the following clause (m); and (m) each Related Party of each Entity in clause (a) through this clause (m).

***Release of Liens***

**Except (1) with respect to the Liens securing (a) the RBL Credit Facility, which Liens shall be retained by the Exit Facility Agent to secure the Exit Facility, (b) the New Convertible Notes, and (c) the Other Secured Claims that are Reinstated pursuant to the Plan, or (2) as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created or entered into pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and, subject to the consummation of the applicable distributions contemplated in the Plan, shall be fully released and discharged, at the sole cost of and expense of the Reorganized Debtors, and the Holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall execute such documents as may be reasonably requested by the Debtors or the Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the right, title, and interest of any Holders of such mortgages, deeds of trust, Liens,**

**pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.**

***Debtor Release***

**Notwithstanding anything contained in the Plan to the contrary, effective as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is deemed released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of the foregoing entities, from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, whether in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Cash Collateral Order, the RBL Credit Facility, the Senior Notes, the Chapter 11 Cases, the Restructuring Support Agreement, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, the Restructuring Support Agreement and related prepetition transactions, any Definitive Document, the Disclosure Statement, the New Corporate Governance Documents, the Plan, the Rights Offering Documents, the Exit Facility, the Exit Facility Documents, the New Convertible Notes, the New Convertible Notes Indenture, the New Common Stock, the New Warrants, the New Warrants Agreements, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the New Corporate Governance Documents, the New Stockholders Agreement, the Rights Offering, the Exit Facility, the New Convertible Notes, the New Common Stock, the New Warrants, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the Exit Facility, the New Convertible Notes, or any document, instrument, or agreement (including those set forth in the Plan Supplement, the Exit Facility, and the New Convertible Notes) executed to implement the Plan, including the assumption of the Indemnification Provisions as set forth in the Plan.**

*Third-Party Release*

**Notwithstanding anything contained in the Plan to the contrary, effective as of the Effective Date, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of the foregoing entities, is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, whether in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Cash Collateral Order, the RBL Credit Facility, the Senior Notes, the Chapter 11 Cases, the Restructuring Support Agreement, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, the Restructuring Support Agreement and related prepetition transactions, any Definitive Document, the Disclosure Statement, the New Corporate Governance Documents, the Plan, the Rights Offering Documents, the Exit Facility, the Exit Facility Documents, the New Convertible Notes, the New Convertible Notes Indenture, the New Common Stock, the New Warrants, the New Warrants Agreements, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the New Corporate Governance Documents, the New Stockholders Agreement, the Rights Offering, the Exit Facility, the New Convertible Notes, the New Common Stock, the New Warrants, or the Plan (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the Exit Facility, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the assumption of the Indemnification Provisions as set forth in the Plan.**

*Exculpation*

**Notwithstanding anything contained herein to the contrary, effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third Party Release, and except as otherwise**

**specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, the Restructuring Support Agreement and related prepetition transactions, any Definitive Document, the Chapter 11 Cases, the Disclosure Statement, the New Corporate Governance Documents, the New Stockholders Agreement, the Plan, the Rights Offering Documents, the Exit Facility, the Exit Facility Documents, the New Convertible Notes Indenture, the New Common Stock, the New Warrants, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Rights Offering Documents, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the entry into the Exit Facility the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion), except for claims related to any act or omission that is determined in a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth above does not release any post Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the Exit Facility, the New Convertible Notes, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.**

***Injunction***

**Effective as of the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order and any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the Exit Facility, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, all Entities that have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching,**

**collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.**

**Plan Release Opt Out Election**

**PURSUANT TO THE PLAN, IF YOU, AS A HOLDER OF ROYALTY CLASS ACTION CLAIMS AND/OR ROYALTY CLASS ACTION INTERESTS, WHO HAS BEEN GIVEN NOTICE OF THE OPPORTUNITY TO OPT OUT OF GRANTING THE PLAN RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN BUT DO NOT OPT OUT, YOU ARE AUTOMATICALLY DEEMED TO HAVE CONSENTED TO THE PLAN RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN.**

By checking the box below, the undersigned holder of Royalty Class Action Claims and/or Royalty Class Action Equity Interests, having received notice of the opportunity to opt out of granting the releases contained in Article VIII of the Plan:

☐ **Elects to *opt out* of the releases contained in Article VIII of the Plan and *forgo any distribution of Cash under the Plan solely with respect to Royalty Class Action Equity Interests*.**

By signing this Plan Release Opt Out Election Form, the undersigned certifies that:

(a) the undersigned is either (i) the holder of Royalty Class Action Claims and/or Royalty Class Action Equity Interests or (ii) an authorized signatory for an entity that is the holder of Royalty Class Action Claims and/or Royalty Class Action Equity Interests;

(b) the undersigned has received a copy of the Royalty Class Action Claim/Equity Interest Notice and the Opt Out Election Form and that the election to opt out of the releases contained in Article VIII of the Plan is made pursuant to the terms and conditions set forth in the Opt Out Election Form; and

(c) no other Plan Release Opt Out Form with respect to the Royalty Class Action Claims and/or Royalty Class Action Equity Interests has been submitted or, if any other Opt Out Election Forms have been submitted with respect to such Royalty Class Action Claims and/or Royalty Class Action Equity Interests, then any such earlier Opt Out Election Forms are hereby revoked.

Name of Holder: _____

Signature: _____

Name and Title of Signatory:
(if different than holder) _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

E-mail address: _____

Date Completed: _____