

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

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In re	:	Chapter 11
	:	
CHISHOLM OIL AND GAS OPERATING, LLC, et al.,	:	Case No. 20–11593 (BLS)
	:	
Debtors.¹	:	(Jointly Administered)
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NOTICE OF BAR DATES FOR FILING PROOFS OF CLAIMS

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY HAVE A CLAIM AGAINST THE DEBTORS IN THE ABOVE-CAPTIONED CHAPTER 11 CASES. THEREFORE, YOU SHOULD READ THIS NOTICE CAREFULLY AND CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS, INCLUDING WHETHER YOU SHOULD FILE A PROOF OF CLAIM.

On June 17, 2020 (the “**Petition Date**”), Chisholm Oil and Gas Operating, LLC and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), filed voluntary cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

On July 14, 2020, the Bankruptcy Court, having jurisdiction over the chapter 11 cases of the Debtors, entered an order (the “**Bar Date Order**”) establishing the following bar dates:

(i) **August 25, 2020 at 5:00 p.m. (Prevailing Eastern Time)** as the deadline for each person (as defined in section 101(41) of the Bankruptcy Code) and entity (as defined in section 101(15) of the Bankruptcy Code, other than a governmental unit) (collectively, a “**Person**”) to file a proof of claim (each, a “**Proof of Claim**”) in respect of a prepetition claim (as defined in section 101(5) of the Bankruptcy Code) (a “**Claim**”), including secured claims, unsecured priority claims, unsecured non-priority claims, and claims arising under section 503(b)(9) of the Bankruptcy Code (a “**503(b)(9) Claim**”) against any of the Debtors (the “**General Bar Date**”), unless otherwise provided in the Bar Date Order;

(ii) **December 14, 2020 at 5:00 p.m. (Prevailing Eastern Time)** as the deadline for governmental units (as defined in section 101(27) of the Bankruptcy Code) to file a Proof of Claim in respect of a Claim against any of the Debtors (the “**Governmental Bar Date**”);

(iii) **the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, or (ii) 5:00 p.m. (Prevailing Eastern Time) on the date that is 30 days from the date on which the Debtors provide notice of a previously unsecured Claim, an amendment to the Debtors’ Schedules of Assets and Liabilities (collectively, the “Schedules”) (which, for the avoidance of doubt, shall include a change to whether a Claim is listed on the Schedules as “contingent,” “unliquidated,” or “disputed,”), or a supplement to the Schedules is the amended schedules bar date (the “Amended Schedules Bar Date”);**

(iv) **the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, or (ii) 5:00 p.m. (Prevailing Eastern Time) on the date that is 30 days following service of an order approving rejection of any executory contract or unexpired lease of the Debtors as the deadline by which claimants asserting Claims resulting from the Debtors’ rejection of an executory contract or unexpired lease must file Proofs of Claim for damages arising from such rejection² (the “Rejection Damages Bar Date” and, together with the General Bar Date, the Governmental Bar Date, and the Amended Schedules Bar Date, the “Bar Dates”).**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are Chisholm Oil and Gas Operating II, LLC (8730); Chisholm Oil and Gas Operating, LLC (5382); Cottonmouth SWD, LLC (9849); Chisholm Oil and Gas Nominee, Inc. (1558); and Chisholm Oil and Gas Management II, LLC (8174). The Debtors’ mailing address is 1 West Third Street, Suite 1700, Tulsa, OK 74103.

² Notwithstanding the foregoing, a party to an executory contract or unexpired lease that asserts a Claim on account of unpaid amounts accrued and outstanding as of the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages Claim) must file a Proof of Claim for such amounts on or before the applicable Bar Date, unless an exception identified in the Bar Date Order applies.

If you have any questions relating to this Notice, please feel free to contact Omni Agent Solutions (“Omni” or the “Noticing Agent”) at 1-866-989-6146 (toll free) or 1-818-646-2298 (international) or by e-mail at: ChisholmInquiries@OmniAgnt.com.

NOTE: The Noticing Agent cannot give legal advice.

1. WHO MUST FILE A PROOF OF CLAIM

Except as otherwise set forth herein, the following Persons holding Claims against the Debtors arising prior to the Petition Date **MUST** file Proofs of Claim on or before the applicable Bar Date:

- a. any Person with a Claim against a Debtor that is not listed in the applicable Schedules, or is listed as “contingent,” “unliquidated,” or “disputed,” if such Person desires to participate in any of these chapter 11 cases or share in any distribution in any of these chapter 11 cases;
- b. any Person that believes that its Claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its Claim allowed in a different classification or amount other than that identified in the Schedules;
- c. any Person that believes that any Claim as listed in the Schedules is not an obligation of the specific Debtor against which the Claim is listed and that desires to have its Claim allowed against a Debtor other than the Debtor identified in the Schedules; and
- d. any Person that believes that its Claim against a Debtor is or may be entitled to administrative expense priority under section 503(b)(9) of the Bankruptcy Code.

2. WHO NEED NOT FILE A PROOF OF CLAIM

The following Persons, with Claims that would otherwise be subject to a Bar Date, need not file any Proofs of Claim:

- a. any Person with a Claim that is listed on the Schedules; *provided, however*, that (i) the Claim is not listed on the Schedules as “disputed,” “contingent,” or “unliquidated,” (ii) the Person does not dispute the amount, nature, or priority of the Claim as set forth in the Schedules, and (iii) the Person does not dispute that the Claim is an obligation of the specific Debtor against which the Claim is listed in the Schedules;
- b. any Person that has already filed a signed Proof of Claim with Omni or the Clerk of the Court against the respective Debtor(s) with respect to the Claim being asserted, utilizing a claim form that substantially conforms to the Proof of Claim Form;
- c. any Person that holds a Claim that has been allowed by order of the Court entered on or before the applicable Bar Date;
- d. any Person with a Claim that has been paid in full or will be paid in full in accordance with the Bankruptcy Code or an order of the Court;
- e. any Person that holds a Claim for which a separate deadline has been fixed by an order of the Court entered on or before the applicable Bar Date;
- f. any Person that holds an administrative expense allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code other than a 503(b)(9) Claim;
- g. any Person that holds an equity interest in the Debtors, which interest exclusively is based upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants, options, or rights to purchase, sell, or subscribe to such a security or interest; *provided, however*, that if any such holder asserts a Claim (as opposed to an ownership interest) against the Debtors (including a Claim relating to an equity interest or the purchase or sale of such equity interest), a Proof of Claim must be filed on or before the General Bar Date pursuant to the Procedures set forth herein and in the Bar Date Order;
- h. a current employee of the Debtors, if an order of the Court authorized the Debtors to honor such Claim in the ordinary course of business for wages, commissions, or benefits; *provided, however*, that a current employee must submit a Proof of Claim by the applicable Bar Date for all other Claims arising before the Petition Date, including Claims for wrongful termination, discrimination, harassment, hostile work environment, or retaliation;
- i. any current or former officer, director, or employee for Claims based on indemnification, contribution, or reimbursement;

- j. any Person with a Claim that is solely against any of the Debtors' non-Debtor affiliates;
- k. any Debtor or non-Debtor subsidiary or affiliate having a Claim against another Debtor; and
- l. any Person holding a Claim pursuant to that certain Credit Agreement, dated as of March 21, 2017, by and among Chisholm Oil and Gas Operating II, LLC, Chisholm Oil and Gas Operating, LLC, Citibank, N.A., as administrative agent (the "**RBL Agent**"), Wilmington Trust, National Association, as collateral agent, and the lenders party thereto from time to time, as amended, restated, supplemented or otherwise modified from time to time (the "**RBL Credit Agreement**") and all documents entered into in connection therewith, including Claims with respect to the Secured Hedge Agreements (as defined in the RBL Credit Agreement), Claims with respect to the Secured Cash Management Agreements (as defined in the RBL Credit Agreement), Claims on account of the Indemnified Liabilities (as defined in the RBL Credit Agreement), plus accrued and unpaid interest, fees, costs and other expenses, including reasonable and documented out-of-pocket attorney's fees, agent's fees, other professional fees and disbursements and other obligations arising under or in connection with the RBL Credit Agreement, in each case which Claims have been allowed pursuant to any order granting the Debtors authority to use cash collateral in these chapter 11 cases.

The fact that you have received this notice does not mean that you have Claim or that the Debtors or the Court believe that you have a Claim against the Debtors. You should not file a Proof of Claim if you do not have a Claim against any of the Debtors.

3. INSTRUCTIONS FOR FILING PROOFS OF CLAIM

Except as otherwise set forth herein, each Person that asserts a Claim against the Debtors that arose before the Petition Date **MUST** file a Proof of Claim.

The following procedures with respect to preparing and filing of Proofs of Claim will apply:

- i. Proofs of Claim must substantially conform to either (i) the Proof of Claim Form annexed hereto or (ii) the Official Bankruptcy Form No. 410;
- ii. Proofs of Claim must (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date), (iii) specify by name and case number the Debtor against which the Claim is filed, (iv) set forth with specificity the legal and factual basis for the alleged Claim; (v) include supporting documentation for the Claim or an explanation as to why such documentation is not available, and (vi) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant under penalty of perjury;
- iii. If a Person asserts a Claim against more than one Debtor or has Claims against different Debtors, such Person must file a separate Proof of Claim against each Debtor; *provided, however*, that any filed Proof of Claim that identifies Claims against multiple Debtors, or any filed Proof of Claim that does not identify a Debtor, will be deemed as being submitted only against Chisholm Oil and Gas Operating, LLC;
- iv. Proofs of Claim must be filed (i) electronically through the website of the Debtors' Noticing Agent, Omni, using the interface available on such website located at www.omniagentsolutions.com/Chisholm under the link entitled "Submit a Proof of Claim" (the "**Electronic Filing System**") or (ii) by delivering the Proof of Claim by hand, mail, or overnight courier so as to actually be received by Omni on or before the applicable Bar Date, as follows:

If by overnight courier, hand delivery, or first class mail:

Chisholm Oil and Gas Operating, LLC, et al.
 Claims Processing Center
 c/o Omni Agent Solutions
 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367

- v. A Proof of Claim will be deemed timely filed only if it is **actually received** by Omni on or before the applicable Bar Date;
- vi. A Proof of Claim sent by facsimile, telecopy, or electronic mail transmission (other than a Proof of Claim filed electronically through the Electronic Filing System) **will not** be accepted; and
- vii. Notwithstanding the foregoing, a party to an executory contract or unexpired lease that has not been rejected by the Debtors as of the date of entry of the Bar Date Order and that asserts a Claim on account of unpaid amounts accrued and outstanding

as of the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages Claim) must file a Proof of Claim for such amounts on or before the applicable Bar Date, unless an exception identified in the Bar Date Order applies.

4. CONSEQUENCES OF FAILURE TO TIMELY FILE A PROOF OF CLAIM BY APPLICABLE BAR DATE

Pursuant to the Bar Date Order and Bankruptcy Rule 3003(c)(2), any holder of a Claim that is required to timely file a Proof of Claim on or before the applicable Bar Date as provided herein, but fails to do so:

(i) will not be treated as a creditor with respect to such Claim for the purposes of voting on a chapter 11 plan and distribution in these chapter 11 cases on account of such Claim; and

(ii) will forever be barred, estopped, and enjoined from asserting such Claim against each of the Debtors and their property (or filing a Proof of Claim with respect thereto), and each of the Debtors and their respective chapter 11 estates, successors, and property will be forever discharged from any and all indebtedness or liability with respect to or arising from such Claim.

5. DEBTORS' SCHEDULES, ACCESS THERETO, AND CONSEQUENCES OF AMENDMENT THEREOF

You may be listed as the holder of a Claim against the Debtors in the Schedules. To determine if and how you are listed in the Schedules, please refer to the descriptions set forth on the enclosed Proof of Claim Form regarding the nature, amount, and status of your Claim(s). If you received postpetition payments from the Debtors (as authorized by the Court) on account of your Claim, the enclosed Proof of Claim Form will reflect the net amount of your Claims. If the Debtors believe that you hold Claims against more than one Debtor, you will receive multiple Proof of Claim Forms, each of which will reflect the nature and amount of your Claim against each Debtor, as listed in the Schedules.

As set forth above, if you agree with the nature, amount, and status of your Claim as listed in the Schedules and if your Claim is not listed in the Schedules as "disputed," "contingent," or "unliquidated," you need not file a Proof of Claim. Otherwise, you must do so before the applicable Bar Date in accordance with the procedures set forth in this Notice.

Copies of the Schedules may be reviewed by interested parties on the Court's electronic docket for the Debtors' chapter 11 cases, which is posted (i) on the website established by Omni for the Debtors' cases at www.omniagentsolutions.com/Chisholm and (ii) on the Court's website at <https://www.deb.uscourts.gov/>. (A login and password to the Court's Public Access to Electronic Court Records ("PACER") are required to access the information on the Court's website and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov). Copies of the Schedules also may be obtained by written request to the Noticing Agent, Omni, through the contact information set forth above.

In the event that the Debtors amend or supplement their Schedules subsequent to date of entry of the Bar Date Order, the Debtors will give notice of any amendment or supplement to the holders of Claims affected by such amendment or supplement within ten days after filing such amendment or supplement, and such holders must file a Proof of Claim by **the Amended Schedules Bar Date**, or be forever barred from so doing, and such deadline will be contained in any notice of such amendment or supplement of the Schedules provided to the holders of Claims affected thereby.

6. RESERVATION OF RIGHTS

Nothing contained in this Notice is intended to or should be construed as a waiver of the Debtors' right or the rights of the Official Committee of Unsecured Creditors (the "**Committee**") to: (a) dispute, or assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled Claim as disputed, contingent, or unliquidated; and (c) otherwise amend or supplement the Schedules.

A holder of a possible Claim against the Debtors should consult an attorney if such holder has any questions regarding this Notice, including whether the holder should file a Proof of Claim.

7. M&M Claims Resolution Protocol

Persons holding Claims against the Debtors arising prior to the Petition Date from landlord's, vendors', suppliers', carriers', warehousemen's, repairmen's, construction contractors', workers' and mechanics' liens, and other similar liens (collectively, "**Prepetition M&M Liens**") are subject to the following M&M Claims Resolution Protocol:

- a. The M&M Claims Resolution Protocol shall apply to all (i) Prepetition M&M Liens filed against the Debtors under applicable non-bankruptcy law and (ii) proofs of claim filed against the Debtors on account of any Prepetition M&M Liens in accordance with the Bar Date Order (collectively, the "**M&M Lien Claims**"). Each holder of an M&M Lien Claim is referred to herein as an "**M&M Lien Claimant**."
- b. The Debtors, the RBL Agent, and the Committee may dispute the amount, priority, and/or validity of any M&M Lien Claim subject to the M&M Claims Resolution Protocol.
- c. The Debtors will work expeditiously to resolve the M&M Lien Claims and will endeavor to do so in the order in which M&M Lien Claims have been asserted or filed, while also taking into account the amount of such asserted or filed claims and prioritizing accordingly.
- d. Following entry of the Bar Date Order, the Debtors shall serve each M&M Lien Claimant with a copy of the Order approving the M&M Claims Resolution Protocol and the Bar Date Notice, which describes the M&M Claims Resolution Protocol.
- e. Following entry of the Bar Date Order, the Debtors shall begin the process of implementing the M&M Claims Resolution Protocol by serving each M&M Lien Claimant that has filed an M&M Lien Claim with a notice (the "**Dispute Notice**") containing a proposed allowed amount and priority of such M&M Lien Claim (the "**Proposed Resolution**"). The Debtors shall serve each Dispute Notice as soon as reasonably practicable after each M&M Lien Claim is filed and after the Debtors have had a reasonable opportunity to review such claim and develop a Proposed Resolution. The Proposed Resolutions shall be determined in consultation with the RBL Agent. In addition, any Proposed Resolution that proposes granting an M&M Lien Claimant an Allowed M&M Lien Claim (i) in the amount of \$100,000 or more, and (ii) with priority over the liens granted pursuant to the RBL Credit Agreement and all documents entered into in connection therewith, shall require (y) the prior consent of the RBL Agent, which consent shall not be unreasonably withheld and (z) prior notice to the Committee, which will have 3 business days following receipt of such notice to object or seek relief from the Court with respect to the Proposed Resolution.
- f. Within seven days after service of the Dispute Notice, the M&M Lien Claimant shall serve the Debtors and the RBL Agent with a response that either (i) accepts the Proposed Resolution or (ii) rejects the Proposed Resolution and proposes a counteroffer (the "**Response**"). The Response shall be served on: (i) the Debtors, c/o Chisholm Oil and Gas Operating, LLC, 1 West Third Street, Suite 1700, Tulsa, OK 74103 and (ii) via email to proposed counsel to the Debtors, (A) Weil, Gotshal & Manges LLP, Attn: Matthew Barr, Esq. (Matthew.Barr@weil.com), Kelly DiBlasi, Esq. (Kelly.DiBlasi@weil.com), and Lauren Tauro, Esq. (Lauren.Tauro@weil.com) and (B) Young Conaway Stargatt & Taylor, LLP, Attn: M. Blake Cleary, Esq. (mbcleary@ycst.com) and Jaime L. Chapman, Esq. (jchapman@ycst.com); (iii) via email to counsel to the RBL Agent, (A) Linklaters LLP, Attn: Margot B. Schonholtz, Esq. (Margot.Schonholtz@linklaters.com) and Penelope J. Jensen, Esq. (Penelope.Jensen@linklaters.com) and (B) Morris, Nichols, Arsht & Tunnell LLP, Attn: Derek C. Abbott, Esq. (dabbott@mnat.com); and (iv) via email to proposed counsel to the Committee (A) Paul Hastings LLP, Attn: James T. Grogan (jamesgrogan@paulhastings.com) and Irena Goldstein (irenagoldstein@paulhastings.com) and (B) Blank Rome LLP, Attn: Regina S. Kelbon (Kelbon@BlankRome.com) and Stanley B. Tarr (Tarr@BlankRome.com).
- g. If an M&M Lien Claimant accepts the Proposed Resolution or the Debtors, after consultation with the RBL Agent, accept the counterproposal contained in the Response, the parties shall work in good faith to memorialize and file a stipulation with the Court under certification of counsel. To the extent a Response proposes granting an M&M Lien Claimant an Allowed M&M Lien Claim (i) in the amount of \$100,000 or more and (ii) with priority over the liens granted pursuant to the RBL Credit Agreement and all documents entered into in connection therewith, the Debtors shall not accept such counterproposal unless the RBL Agent consents, which consent shall not be unreasonably withheld, and the Debtors have provided notice to the Committee, which will have 3 business days following receipt of such notice to object or seek relief from the Court with respect to such counterproposal.
- h. If an M&M Lien Claimant does not respond to a Dispute Notice or the Debtors reject the counterproposal contained in the Response, the Debtors and the RBL Agent may file (i) an objection seeking to reduce, reclassify, and/or expunge the

applicable M&M Lien Claim or (ii) a motion on shortened notice seeking authority to estimate the M&M Lien Claim, and all applicable Bankruptcy Rules and Local Rules shall apply, including Bankruptcy Rules 3007 and 9019.

- i. For the avoidance of doubt and notwithstanding anything herein to the contrary, the M&M Claims Resolution Protocol does not apply to any payment to be made, or that has been made, by the Debtors pursuant the interim order [Document No. 61] and final order [Docket No. 160] entered by the Court authorizing the Debtors to pay or honor amounts owed to interest owners and for joint interest billings and other operating expenses, which are subject to the Lien Cap.

M. Blake Cleary (No. 3614) (mbcleary@ycst.com) Jaime Luton Chapman (No. 4936) (jchapman@ycst.com) S. Alexander Faris (No. 6278) (afaris@ycst.com) YOUNG CONAWAY STARGATT & TAYLOR, LLP Rodney Square 1000 North King Street Wilmington, Delaware 19801 Telephone: (302) 571-6600 Facsimile: (302) 571-1253	Matthew S. Barr Kelly DiBlasi Lauren Tauro WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153-0119 Telephone: 212-310-8000 Facsimile: 212-310-8007
PROPOSED ATTORNEYS FOR DEBTORS AND DEBTORS IN POSSESSION	