

WHEN RECORDED RETURN TO:

INEOS USA Oil & Gas LLC
2600 South Shore Boulevard, Suite 200
League City, Texas 77573
Attention: Wade Pollard

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF TEXAS §
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COUNTY OF ZAVALA §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this “**Assignment**”), effective as of the Effective Time, is made and executed by and among **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company (“**CELLC**”), **CHESAPEAKE OPERATING, L.L.C.**, an Oklahoma limited liability company (“**COLLC**”), **CHESAPEAKE ENERGY MARKETING, L.L.C.**, an Oklahoma limited liability company (“**CMLLC**”), **CHESAPEAKE LAND DEVELOPMENT COMPANY, L.L.C.**, an Oklahoma limited liability company (“**CLDC**”) and **CHESAPEAKE ROYALTY, L.L.C.**, an Oklahoma limited liability company (“**CRLLC**” and together with CELLC, COLLC, CMLLC and CLDC, each, an “**Assignor**” and, collectively, “**Assignors**”) and **INEOS USA OIL & GAS LLC**, a Delaware limited liability company (“**Assignee**”), a subsidiary of INEOS Upstream Holdings Limited. Assignee and Assignors may be referred to herein collectively as the “**Parties**,” or individually as a “**Party**.”

ARTICLE I

ASSIGNMENT AND CONVEYANCE

Section 1.1 Assignment and Conveyance. Each Assignor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby, effective as of the Effective Time, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER, unto Assignee and its successors and assigns, and Assignee does hereby accept from each Assignor, all of such Assignor's right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the following, subject to the terms hereof and specifically LESS AND EXCEPT the Excluded Assets (subject to such exclusions, collectively, the **"Properties"**):

- (a) all oil and gas leases, oil, gas and mineral leases, subleases, record title, operating rights, other leaseholds, working interests and net revenue interests, in each case, located in the area described on Annex A attached hereto (the “**Target Area**”), including those described on Exhibit A-1

attached hereto, and also including, for the avoidance of doubt, any oil and gas leases, oil, gas and mineral leases, subleases, record title, operating rights, other leaseholds, working interests and net revenue interests specifically described in Exhibit A-1 not located within the Target Area, whether producing or non-producing, together with all amendments, renewals, extensions or ratifications thereof (collectively, the “**Real Property Interests**”);

- (b) all oil, gas, water and disposal wells located on or within the Target Area, whether producing, shut-in, plugged or abandoned, including those wells described in Exhibit A-1 attached hereto, and also including, for the avoidance of doubt, any wells specifically described in Exhibit A-1 not located within the Target Area (collectively, the “**Wells**”) and all tangible personal property, equipment, fixtures, improvements and other appurtenances located in the Target Area and owned in connection with the production, treating, storing, transportation or marketing of oil, condensate, gas, casinghead gas and other liquid or gaseous hydrocarbons produced in association therewith (“**Hydrocarbons**”) from the Wells, including, but not by way of limitation, all injection wells, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, water lines, vessels, tanks, boilers, separators, treating equipment, compressors, tools, air emission control or capture or vapor recovery equipment, other equipment, automation systems including meters and related telemetry on wells, power lines and telephone and communication lines and towers and the items set forth on Schedule 1.1(b) of the Purchase and Sale Agreement (the “**Equipment**”);
- (c) all presently existing unitization, pooling and/or communitization agreements, production sharing agreements, declarations or designations and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, insofar as the same are attributable or allocated to the Real Property Interests, Wells and/or Mineral Interests and all of such Assignor’s interest in and to the properties covered or units created thereby which are attributable to the Real Property Interests, Wells and/or Mineral Interests (collectively, the “**Units**”);
- (d) all mineral interests, overriding royalty interests and lessor royalties located in the Target Area, including those described on Exhibit A-2 attached hereto (the “**Mineral Interests**”);
- (e) all surface fee interests and other surface property located in the Target Area, including those described on Exhibit A-3 attached hereto, and all buildings, offices, improvements, appurtenances, field offices and yards and associated equipment inventories located thereon, including those listed on Exhibit A-3 attached hereto (the “**Surface Assets**”);
- (f) all gathering lines, sales lines, transmission lines, flow lines, gas lines, tubing, pumps, motors, gauges, valves, meters and other measurement

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equipment, and other machinery and equipment constituting part of the pipelines located in the Target Area, including those described on Exhibit A-4 attached hereto (the “**Transferred Pipeline Assets**”);

- (g) all contracts, agreements, or other legally binding arrangements presently existing to which Assignors are a party or are bound to the extent covering, attributable to or relating to any of the Properties and (in each case) that will be binding on Assignee after the Closing, including, without limitation: operating agreements, crude oil, condensate, and natural gas purchase and sale agreements, gathering agreements, transportation agreements, marketing, disposal or injection agreements, water supply or recycling agreements, farmout and farmin agreements, unitization, pooling and communitization agreements, exploration agreements, area of mutual interest agreements, exchange and processing contracts and agreements, partnership and joint venture agreements, confidentiality agreements and any other similar contracts, agreements and instruments, including, the rights and obligations in and to any Contracts listed on Schedule 5.14 to the Purchase and Sale Agreement to the extent assigned pursuant to the Midstream Assignments and those contracts and agreements described on Exhibit C to the Purchase and Sale Agreement (collectively, the “**Contracts**”); *provided* that “Contracts” shall exclude (i) any master service agreements, (ii) any contracts, agreements and instruments to the extent transfer is (A) restricted by their respective terms or Third Party agreement and the necessary consents to transfer are not obtained pursuant to Section 2.4 of the Purchase and Sale Agreement, or (B) subject to payment of a fee or other consideration under any license agreement or other agreement with a Person other than an Affiliate of Assignors, and for which no consent to transfer has been received or for which Assignee has not agreed in writing to pay the fee or other consideration, as applicable, (iii) except to the extent assigned pursuant to the Midstream Assignments, the rights in and to any Contracts listed on Schedule 5.14 to the Purchase and Sale Agreement, and (iv) the instruments constituting the Real Property Interests, Mineral Interests or Surface Assets and the assignments or conveyances in Assignors’ chain of title to same;
- (h) all (i) Hydrocarbons in, on, under or produced from the Real Property Interests, Wells, Units or Mineral Interests from and after the Effective Time and the proceeds therefrom and (ii) Stored CEM NGLs and Stored CEM Oil;
- (i) to the extent (i) relating to the Properties and owned by Assignors and their Affiliates, (ii) transferrable without payment of a fee or other additional consideration (or, to the extent that Assignee agrees in writing to pay such fee or other additional consideration) if such additional consideration is required, (iii) a change in ownership or transfer is not prohibited by an agreement with a Third Party or applicable Law, or for which consent to such change in ownership or transfer has been received; *provided, however*, that Assignors shall use Commercially Reasonable Efforts to obtain such consent and (iv) not subject to a confidentiality arrangement prohibiting disclosure

to Assignee; *provided, however*, that Assignors shall use Commercially Reasonable Efforts to obtain a waiver of such confidentiality arrangement:

- (i) easements, surface leases, subsurface leases, permits, licenses, servitudes, rights-of-way and all other rights and appurtenances situated on or used in connection with the operation of the Properties (“**Easements**”); and
- (ii) the original (or electronic paper copies where originals do not exist) title-related files, records and data (including electronic data) including title-related orders, contracts, opinions and lease and land files, well files, abstracts of title, leases, division of interest statements, maps, and similar title information, engineering and/or production files, regulatory filings, and environmental, legal and accounting records, in each case, to the extent related to the Real Property Interests, Units, Wells, Mineral Interests, Surface Assets, Transferred Pipeline Assets, Contracts, Easements, or Assumed Obligations; *provided, however*, that Assignors may retain the originals of such records as Assignors have reasonably determined may be required for litigation, Tax, accounting and auditing purposes (in which case Assignors shall provide Assignee with copies of such records) (“**Records**”);
- (j) in accordance with Section 2.12 of the Purchase and Sale Agreement, all insurance proceeds, Third Party claims and other payments associated with or attributable to any Casualty Loss;
- (k) the vehicles set forth on Exhibit A-5 attached hereto;
- (l) all rights, benefits and obligations arising from or in connection with any Imbalances as of the Effective Time;
- (m) (i) all G & G Data set forth in Part A of Exhibit A-6, including Assignors’ interpretation of such G & G Data, and (ii) the G & G Data set forth in Part B of Exhibit A-6, including Assignors’ interpretation of such G & G Data, to the extent (1) Assignee has obtained the necessary licensing described in Part B of Exhibit A-6 and provided evidence reasonably acceptable to Assignors that it has obtained such licensing and (2) a change in ownership or transfer is not prohibited by any license or agreement with a Third Party, or for which consent to such change in ownership or transfer has been received ((i) and (ii) collectively, the “**Covered G & G Data**”);
- (n) the cellular telephones provided by Assignors to the Transfer Employees pursuant to the Employment Transfer Agreement; *provided, however*, Assignee acknowledges and agrees that Assignors shall have the right to erase their confidential and proprietary data and other information not

otherwise comprising Records from any such cellular telephones prior to Closing; and

- (o) all rights, claims, interests and causes of action (including rights to trade credits, receivables, warranties, audit rights (including rights to receive refunds and revenues in connection therewith), whether arising at law, contract or otherwise, and rights to receive indemnity, funds, reimbursements or other payments and rights under policies or agreements of insurance), in each case, to the extent the same relate to any other Property or any Assumed Obligation.

TO HAVE AND TO HOLD the Properties unto Assignee, its successors and assigns, forever, all and singular of each Assignor's interests in and to such Properties, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining, subject to (i) the terms of the Real Property Interests, Contracts and Easements (subject to the terms of the Purchase and Sale Agreement), (ii) the Permitted Encumbrances and (iii) the other terms and provisions of this Assignment and of the Purchase and Sale Agreement.

Section 1.2 Special Warranty. This Assignment is made, executed and delivered without any covenant or warranty of title, either express, implied, statutory or otherwise, except each Assignor warrants Defensible Title to the Real Property Interests and Wells unto Assignee and its successors and assigns against every Person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under such Assignor and its Affiliates, but not otherwise, subject, however, to the Permitted Encumbrances (the "**Special Warranty**"). All claims in respect of this Special Warranty are subject to the survival period set forth in Section 2.3 of the Purchase and Sale Agreement.

Section 1.3 Subrogation. To the extent permitted by Law, Assignee will be subrogated to Assignors' rights in and to representations, warranties and covenants given with respect to the applicable Property. Each Assignor hereby grants and transfers to Assignee, to the extent so transferable and permitted by Law, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which such Assignor is entitled to enforce with respect to the Properties.

Section 1.4 Exclusions and Reservations. Notwithstanding any other provision of this Assignment to the contrary, the Properties shall not include and Assignors hereby RESERVE, EXCEPT and EXCLUDE from this Assignment the following (collectively, the "**Excluded Assets**"):

- (a) the Excluded Information;
- (b) the items expressly identified on Exhibit B attached hereto;
- (c) any existing or future refund of costs, Taxes or expenses borne by Assignors, their Affiliates or each of their respective predecessors in title attributable to the period prior to the Effective Time;

- (d) any and all proceeds from production and from the settlements of contract disputes with purchasers of Hydrocarbons or byproducts from the Real Property Interests and Wells, including, without limitation, settlement of take-or-pay disputes, insofar as said proceeds are attributable to periods of time prior to the Effective Time;
- (e) all rights of Assignors under Contracts attributable to periods before the Effective Time insofar as such rights relate to Assignors' indemnity obligations or other Liabilities of Assignors retained under the Purchase and Sale Agreement;
- (f) all rights and interests of Assignors (i) under any policy or agreement of insurance or indemnity (including, without limitation, any rights, claims or causes of action of an Assignor against Third Parties under any influence or hold harmless agreements and any indemnities received in connection with an Assignor's prior acquisition of any of the Properties), except for any rights or interests attributable to any Casualty Loss, (ii) under any bond, letter of credit or guarantee and except to the extent such rights and claims arise from the Assumed Obligations or (iii) relating to existing claims and causes of action that may be asserted against a Third Party, except to the extent such rights and claims arise from the Assumed Obligations;
- (g) all Hydrocarbons produced from the Properties with respect to all periods prior to the Effective Time and all proceeds from the disposition thereof other than Stored CEM NGLs, Stored CEM Oil and inventory for which an adjustment is made to the Purchase Price under Section 2.6(a) of the Purchase and Sale Agreement;
- (h) all audit rights (including rights to receive costs and revenues in connection therewith, in each case to the extent Assignors are responsible for such costs under the Purchase and Sale Agreement) arising under any of the Contracts or otherwise with respect to the Properties for any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances;
- (i) all trade credits, account receivables, note receivables, take-or-pay amounts receivable and other receivables attributable to the Properties (other than Stored CEM NGLs, Stored CEM Oil and inventory for which an adjustment is made under Section 2.6(a) of the Purchase and Sale Agreement and Unleased AR for which an adjustment is made pursuant to Section 2.6(h) of the Purchase and Sale Agreement) with respect to any period of time prior to the Effective Time, as determined in accordance with GAAP;
- (j) all data bearing devices (computers/tablets, external hard drives, and servers), network routers, network firewalls, and mobile devices, as well as email, software licenses, and owned licensed RF spectrums, *less and except* the cellular telephones provided by Assignors to the Transfer Employees pursuant to the Employment Transfer Agreement (*provided, however*, in

each case, Assignee acknowledges and agrees that Assignors shall have the right to erase any confidential or proprietary data and other information not otherwise comprising Records from any such cellular telephones and other devices prior to Closing);

- (k) all office supplies, furniture and related personal effects located off the Properties or only temporarily located on the Properties, excluding all office supplies, furniture and related items that are located at and used in connection with the activities performed at the field offices located on the Properties;
- (l) all artwork and personal effects located on the Properties;
- (m) Properties retained by Assignors under the Purchase and Sale Agreement or excluded from the Properties at Closing pursuant to Section 2.4 of the Purchase and Sale Agreement, subject to the terms of such Section;
- (n) all leased personal property;
- (o) all claims of Assignors or any of their Affiliates for refunds of or loss carry forwards with respect to Seller Taxes;
- (p) all drilling rigs and related equipment, work over rigs and related equipment, tools and other equipment brought onto a well site temporarily for purposes of drilling, reworking or maintaining a well; and
- (q) except to the extent related to any Assumed Obligation, any other right or interest of any Assignor, including claims against Third Parties, with respect to the period of ownership of the Properties prior to the Effective Time.

Section 1.5 Subject to Purchase and Sale Agreement. This Assignment is expressly made subject to that certain unrecorded Purchase and Sale Agreement dated as of February 17, 2023 between Assignors and Assignee (the “**Purchase and Sale Agreement**”), the terms of which shall survive the delivery of this Assignment as provided therein. In the event of a conflict between any of the provisions of this Assignment and any provision of the Purchase and Sale Agreement, the applicable provision of the Purchase and Sale Agreement shall control to the extent of such conflict; *provided, however*, that Third Parties may conclusively rely on this Assignment to vest title to the Properties in Assignee. By executing, delivering and accepting this Assignment, Assignors and Assignee do not intend to cause a merger of the terms of the Purchase and Sale Agreement into this Assignment and all covenants, indemnities and other terms and provisions set forth in the Purchase and Sale Agreement shall remain in full force and effect on and after the date hereof to the extent set forth in the Purchase and Sale Agreement.

Section 1.6 Assumption. Without limiting Assignee’s rights to indemnity or other rights under the Purchase and Sale Agreement or Assignee’s rights under the Special Warranty, effective as of the Effective Time, Assignee hereby assumes all of the Assumed Obligations.

**ARTICLE II
MISCELLANEOUS PROVISIONS**

Section 2.1 Limitations on Representations and Warranties.

- 2.1.1 EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS AND WARRANTIES OF SUCH ASSIGNOR IN ARTICLE 3 OF THE PURCHASE AND SALE AGREEMENT, THE CERTIFICATE DELIVERED AT CLOSING BY ASSIGNORS PURSUANT TO SECTION 8.2.5 OF THE PURCHASE AND SALE AGREEMENT AND THE SPECIAL WARRANTY CONTAINED IN SECTION 1.2, ASSIGNEE ACKNOWLEDGES THAT ASSIGNORS HAVE NOT MADE, AND EACH ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY OTHER REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE), AND ASSIGNEE HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON AND EXPRESSLY WAIVES, ANY SUCH OTHER REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE), OR ANY STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EQUITY OWNERS, CONSULTANTS, REPRESENTATIVES OR ADVISORS (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY EMPLOYEE, AGENT, OFFICER, DIRECTOR, MEMBER, MANAGER, EQUITY OWNER, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ANY ASSIGNOR OR ANY OF ITS AFFILIATES).
- 2.1.2 FURTHER, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNORS IN ARTICLE 3 OF THE PURCHASE AND SALE AGREEMENT, THE CERTIFICATE DELIVERED AT CLOSING BY ASSIGNORS PURSUANT TO SECTION 8.2.5 OF THE PURCHASE AND SALE AGREEMENT AND THE SPECIAL WARRANTY CONTAINED IN SECTION 1.2, EACH ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE) AS TO (A) TITLE OF THE PROPERTIES, (B) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, GAS BALANCING INFORMATION, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE PROPERTIES OR SUCH ASSIGNOR'S INTEREST THEREIN, (C) THE CONTENTS, CHARACTER, NATURE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY RECORDS, INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY

OR ON BEHALF OF SUCH ASSIGNOR, INCLUDING (I) ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE PROPERTIES, (II) ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY THIRD PARTIES, AND (III) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EQUITY OWNERS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, (D) THE ENVIRONMENTAL OR OTHER CONDITION OF THE PROPERTIES, AND (E) ANY ESTIMATES OF THE VALUE OF THE PROPERTIES OR FUTURE REVENUES GENERATED BY THE PROPERTIES.

- 2.1.3 EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SUCH ASSIGNOR IN ARTICLE 3 OF THE PURCHASE AND SALE AGREEMENT, THE CERTIFICATE DELIVERED AT CLOSING BY ASSIGNORS PURSUANT TO SECTION 8.2.5 OF THE PURCHASE AND SALE AGREEMENT AND THE SPECIAL WARRANTY CONTAINED IN SECTION 1.2, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES CONSTITUTING A PART OF THE PROPERTIES (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (D) ANY RIGHTS OF ASSIGNEE UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (E) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (F) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, AND (G) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF SUBSTANCES, WASTES OR MATERIALS INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR HEALTH, IT BEING THE EXPRESS INTENTION OF ASSIGNEE AND EACH ASSIGNOR THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNORS IN ARTICLE 3 OF THE PURCHASE AND SALE AGREEMENT AND THE CERTIFICATE DELIVERED AT CLOSING BY ASSIGNORS PURSUANT TO SECTION 8.2.5 OF THE PURCHASE AND SALE AGREEMENT, THE PERSONAL PROPERTY,

EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES IN WHICH SUCH ASSIGNOR HAS ANY INTEREST ARE BEING ACCEPTED BY ASSIGNEE, "AS IS, WHERE IS, WITH ALL FAULTS" AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND ASSIGNEE REPRESENTS TO EACH ASSIGNOR THAT ASSIGNEE WILL MAKE OR CAUSE TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND OTHER PROPERTIES AS ASSIGNEE DEEMS APPROPRIATE.

- 2.1.4 ASSIGNORS AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION 2.1 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY LAW, RULE OR ORDER.

Section 2.2 Cooperation. The Parties agree to use their commercially reasonable efforts to execute and deliver, or cause to be executed and delivered, such documents and do, or cause to be done, such other acts and things as might reasonably be requested by any Party to this Assignment to assure that the benefits of this Assignment are realized by the Parties. For the avoidance of doubt, Assignee and each Assignor agree each shall, from time to time and upon reasonable request, use commercially reasonable efforts to execute, acknowledge, and deliver in proper form, any instrument of conveyance, assignment, transfer, or other instruments reasonably necessary for transferring title in the Properties to Assignee or otherwise to implement the transactions contemplated herein, including the execution and delivery of any corrective amendments to this Assignment.

Section 2.3 Counterparts. This Assignment may be executed and delivered in multiple counterparts, except that, to facilitate recordation, certain counterparts hereof may include only that portion of the exhibits which contain descriptions of the Properties located in the recording jurisdiction in which the particular counterpart is to be recorded (or otherwise subject to the recording jurisdiction's recording or filing requirements and/or protections of the applicable recording or filing acts or regulations), and other portions of the Exhibits shall be included in such counterparts by reference only. All of such counterparts together shall constitute an original and one and the same instrument. Complete copies of this Assignment containing the entire Exhibits have been retained by Assignors and Assignee.

Section 2.4 Other Forms. Separate governmental form assignments of the Properties may be executed on officially approved forms by Assignors and Assignee, in sufficient counterparts to satisfy statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms hereof. The interests conveyed by such separate assignments are the same as, and not in addition to, the Properties conveyed herein.

Section 2.5 Exhibits. References in such Exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the appropriate records of the counties in which the Properties

are located.

Section 2.6 Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties, their successors, heirs, assigns and corporate successors.

Section 2.7 Severability. If any clause or provision of this Assignment is illegal, invalid or unenforceable under any present or future law, the remainder of this Assignment will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provisions as is possible to make such provision legal, valid and enforceable.

Section 2.8 Effective Time. This Assignment shall be effective as of 7:00 a.m. Central Time, October 1, 2022 (the “Effective Time”).

Section 2.9 No Third Party Beneficiaries. Except for the indemnification rights of the Seller Indemnified Parties and the Buyer Indemnified Parties under Article 10 of the Purchase and Sale Agreement, nothing in this Assignment, express or implied, is intended to confer upon anyone, other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Assignment or to constitute any Person a Third Party beneficiary of this Assignment.

Section 2.10 Defined Terms. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase and Sale Agreement.

Section 2.11 Governing Law; Venue. This Assignment, the legal relations between the Parties, and all claims or causes of action (whether in tort, contract, or statute) that may be based upon or arise out of, or relate to this Assignment, or the negotiation, execution or performance of this Assignment will be interpreted, construed and enforced in accordance with the Laws of the State of Texas (including its statutes of limitations), without giving effect to any rules or principles of conflicts of Law that might otherwise refer to the Laws of another jurisdiction. The venue for any action brought under this Assignment shall be Harris County, Texas.

Section 2.12 Other Miscellaneous Provisions. The following provisions of the Purchase and Sale Agreement are hereby incorporated herein by reference and shall apply *mutatis mutandis* to this Assignment: Sections 1.2 (References), 13.7 (Jurisdiction), 13.12 (Attorney Fees) and 13.16 (Waiver of Jury Trial, Special Damages, Etc.).

Section 2.13 No Multiple Conveyances. Assignors and Assignee acknowledge and agree that certain Mineral Deeds and Surface Deeds are being and will be executed contemporaneously herewith by Assignors and Assignee, which will effect the conveyance of the Mineral Interests and Surface Assets, respectively, and that such Mineral Deeds and Surface Deeds shall not constitute multiple conveyances of any of the Mineral Interests or Surface Assets. Any such separate deed or assignment (a) shall evidence this Assignment and conveyance of the applicable Properties herein made and shall not constitute any additional conveyance of any of the Properties, (b) is not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment or the Purchase and Sale Agreement and is not intended to create, and shall not create, any additional representations, warranties or covenants of or by Assignors or Assignee and (c) shall be deemed to contain all of


the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate deed or assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date set forth in the notaries' acknowledgments affixed hereto, but effective for all purposes as of the Effective Time.

"ASSIGNOR"

CHESAPEAKE EXPLORATION, L.L.C.,
an Oklahoma limited liability company

By: 
Name: Benjamin E. Russ
Title: Executive Vice President, General Counsel
and Corporate Secretary

ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA §
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COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 21st day of April, 2023, by Benjamin E. Russ, Executive Vice President, General Counsel and Corporate Secretary of **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company, on behalf of said company.

(Seal)





Notary Public, State of Oklahoma

Commission Expiration: 8/19/25

Commission No.: 09006936

“ASSIGNOR”

CHESAPEAKE OPERATING, L.L.C.,
an Oklahoma limited liability company

By: 
Name: Benjamin E. Russ
Title: Executive Vice President, General Counsel
and Corporate Secretary


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(Seal)




Notary Public, State of Oklahoma
Commission Expiration: 8/19/25
Commission No.: 09006936

“ASSIGNOR”

**CHESAPEAKE ENERGY MARKETING,
L.L.C.,**
an Oklahoma limited liability company

By: 

Name: Benjamin E. Russ

Title: Executive Vice President, General Counsel
and Corporate Secretary

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(Seal)




Notary Public, State of Oklahoma

Commission Expiration: 8/19/25

Commission No.: 09006936

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**CHESAPEAKE LAND DEVELOPMENT
COMPANY, L.L.C.,**

an Oklahoma limited liability company

By: 

Name: Benjamin E. Russ

Title: Executive Vice President, General Counsel
and Corporate Secretary

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This instrument was acknowledged before me on the 21st day of April, 2023, by Benjamin E. Russ, Executive Vice President, General Counsel and Corporate Secretary of **CHESAPEAKE LAND DEVELOPMENT COMPANY, L.L.C.**, an Oklahoma limited liability company, on behalf of said company.

(Seal)




Notary Public, State of Oklahoma

Commission Expiration: 8/19/25

Commission No.: 09006936

“ASSIGNOR”

CHESAPEAKE ROYALTY, L.L.C.,
an Oklahoma limited liability company

By: 

Name: Benjamin E. Russ

Title: Executive Vice President, General Counsel
and Corporate Secretary

ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA

§

COUNTY OF OKLAHOMA

§

§

This instrument was acknowledged before me on the 21st day of April, 2023, by Benjamin E. Russ, Executive Vice President, General Counsel and Corporate Secretary of **CHESAPEAKE ROYALTY, L.L.C.**, an Oklahoma limited liability company, on behalf of said company.

(Seal)





Notary Public, State of Oklahoma

Commission Expiration:

8/19/25

Commission No.:

09006936

"ASSIGNEE"

INEOS USA OIL & GAS LLC,
a Delaware limited liability company

By: Mathews Abraham
Name: Mathews Abraham
Title: Chief Operating Officer of INEOS USA Oil
& Gas LLC

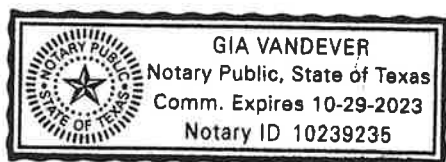
ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Harris

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This instrument was acknowledged before me on the 26th day of April, 2023 by Mathews Abraham, Chief Operating Officer of **INEOS USA OIL & GAS LLC**, a Delaware limited liability company, on behalf of said company.



(Seal)

Gia Vandever
Notary Public, State of Texas

Commission Expiration: 10-29-2023

Commission No.: 10239235

ANNEX A

Target Area

[See Attached.]

105

045

PG

0218

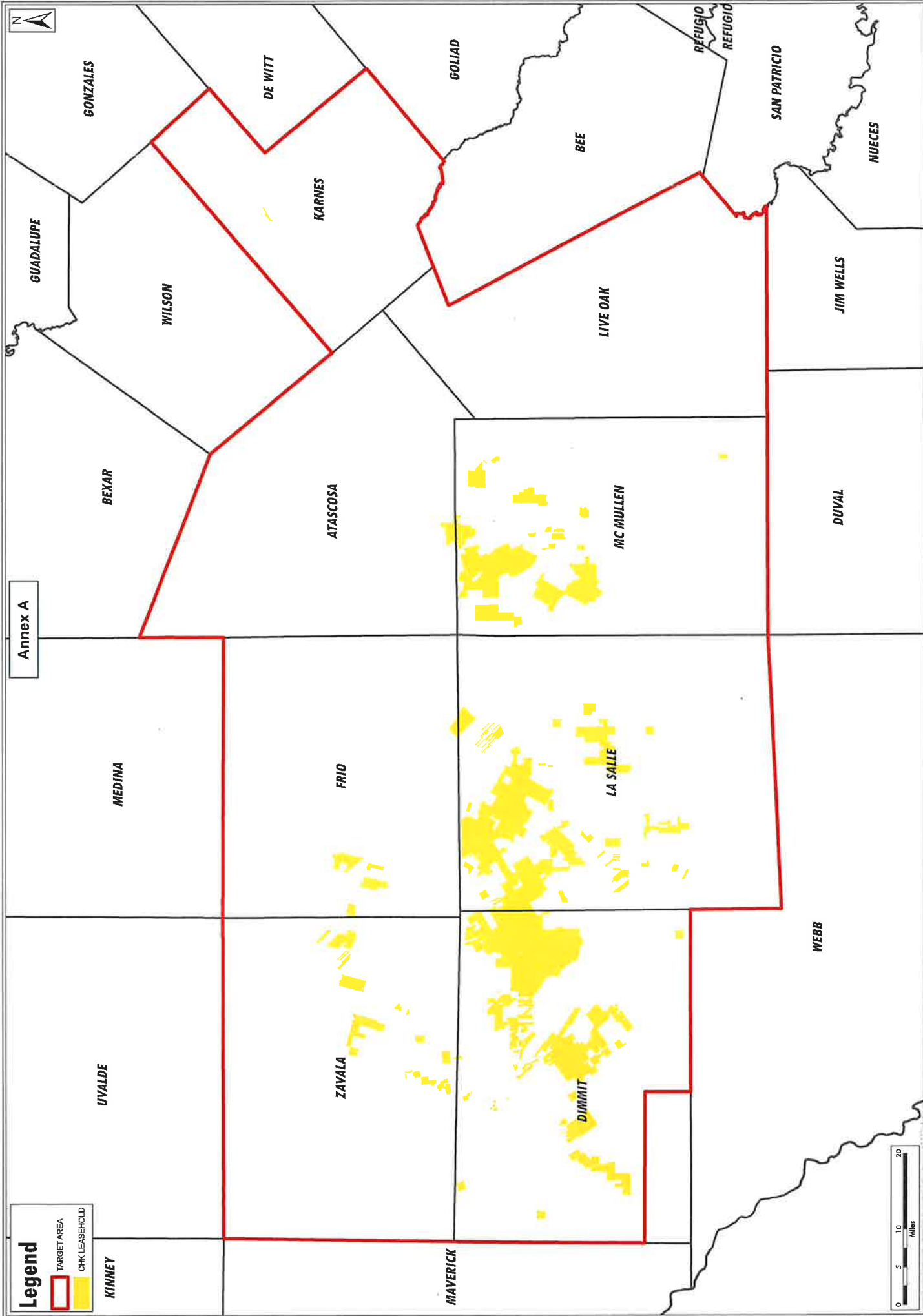


EXHIBIT A-1

Real Property Interests; Wells

[See Attached.]

0104560245

EXHIBIT A-1
Real Property Interests

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance by and among Chesapeake Exploration, L.L.C., Chesapeake Operating, L.L.C., Chesapeake Energy Marketing, L.L.C., Chesapeake Land Development Company, L.L.C., Chesapeake Royalty, L.L.C. and INEOS USA Oil & Gas LLC

LEASE #	TRACT	LESSOR	LESSEE	LEASE DATE	EXPIRATION DATE	STATE	COUNTY	BLK	PAGE	INSTRUMENT NUMBER
TX1250233-001	1A	ALAN FLEMING	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	344	077244
TX12502713-001	3A	ALAN FLEMING	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	344	077244
TX12502113-001	5A	ALAN FLEMING	PAI LENSUN PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	344	077244
TX1250233-001	7A	ALAN FLEMING	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	344	077244
TX1250245-001	1A	ALBERT MABRY	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	345	077245
TX1250245-001	5A	ALBERT MABRY	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	345	077245
TX1250245-001	7A	ALBERT MABRY	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	345	077245
TX1250256-001	1A	ANNA LOUISA WINTER	PATTERSON PETROLEUM, LLC	8/8/2007	8/8/2010	TX	ZAVALA	290	775	077154
TX1250256-001	3A	ANNA LOUISA WINTER	PATTERSON PETROLEUM, LLC	8/8/2007	8/8/2010	TX	ZAVALA	290	775	077154
TX1250256-001	7A	ANNA LOUISA WINTER	PATTERSON PETROLEUM, LLC	8/8/2007	8/8/2010	TX	ZAVALA	290	775	077154
TX1250253-001	1A	BARBARA BISHOP	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	653	077298
TX1250253-001	3A	BARBARA BISHOP	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	653	077298
TX1250080-001	13A	BARBARA BOWMAN REV MGMT TR	CHESAPEAKE EXPLORATION LLC	2/17/2010	2/17/2014	TX	ZAVALA	312	231	081055
TX1250080-001	15A	BARBARA BOWMAN REV MGMT TR	CHESAPEAKE EXPLORATION LLC	2/17/2010	2/17/2014	TX	ZAVALA	312	231	081055
TX1250080-001	16A	BARBARA BOWMAN REV MGMT TR	CHESAPEAKE EXPLORATION LLC	2/17/2010	2/17/2014	TX	ZAVALA	312	231	081055
TX1250080-001	17A	BARBARA BOWMAN REV MGMT TR	CHESAPEAKE EXPLORATION LLC	2/17/2010	2/17/2014	TX	ZAVALA	312	231	081055
TX1250080-001	18A	BARBARA BOWMAN REV MGMT TR	CHESAPEAKE EXPLORATION LLC	2/17/2010	2/17/2014	TX	ZAVALA	312	231	081055
TX1250080-001	19A	BARBARA BOWMAN REV MGMT TR	CHESAPEAKE EXPLORATION LLC	2/17/2010	2/17/2014	TX	ZAVALA	312	231	081055
TX1250080-001	20A	BARBARA BOWMAN REV MGMT TR	CHESAPEAKE EXPLORATION LLC	2/17/2010	2/17/2014	TX	ZAVALA	312	231	081055
TX1250080-001	21A	BARBARA BOWMAN REV MGMT TR	CHESAPEAKE EXPLORATION LLC	2/17/2010	2/17/2014	TX	ZAVALA	312	231	081055
TX1250080-001	22A	BARBARA BOWMAN REV MGMT TR	CHESAPEAKE EXPLORATION LLC	2/17/2010	2/17/2014	TX	ZAVALA	312	231	081055
TX1250080-001	23A	BARBARA BOWMAN REV MGMT TR	CHESAPEAKE EXPLORATION LLC	2/17/2010	2/17/2014	TX	ZAVALA	312	231	081055
TX1250080-001	24A	BARBARA BOWMAN REV MGMT TR	CHESAPEAKE EXPLORATION LLC	2/17/2010	2/17/2014	TX	ZAVALA	312	231	081055
TX1250197-001	1A	BARBARA T COPIE	AMERITEX MINERALS INC	1/26/2005	1/26/2009	TX	ZAVALA	90	330	073367
TX1250197-001	3A	BARBARA T COPIE	AMERITEX MINERALS INC	1/26/2005	1/26/2009	TX	ZAVALA	90	330	073367
TX1250228-001	1A	BETSY JAMES COOPER	PATTERSON PETROLEUM, LLC	6/26/2007	6/26/2012	TX	ZAVALA	289	279	076842
TX1250228-001	3A	BETSY JAMES COOPER	PATTERSON PETROLEUM, LLC	6/26/2007	6/26/2012	TX	ZAVALA	289	279	076842
TX1250263-001	1A	BILL TUMLINSON, JR	PATTERSON PETROLEUM, LLC	8/15/2007	8/15/2013	TX	ZAVALA	291	644	077294
TX1250263-001	3A	BILL TUMLINSON, JR	PATTERSON PETROLEUM, LLC	8/15/2007	8/15/2013	TX	ZAVALA	291	644	077294
TX1250263-001	5A	BILL TUMLINSON, JR	PATTERSON PETROLEUM, LLC	8/15/2007	8/15/2013	TX	ZAVALA	291	644	077294
TX1250263-001	7A	BILL TUMLINSON, JR	PATTERSON PETROLEUM, LLC	8/15/2007	8/15/2013	TX	ZAVALA	291	644	077294
TX1250270-001	1A	BONNIE WARD	PATTERSON PETROLEUM, LLC	5/24/2007	5/24/2013	TX	ZAVALA	288	618	076754
TX1250270-001	3A	BONNIE WARD	PATTERSON PETROLEUM, LLC	5/24/2007	5/24/2013	TX	ZAVALA	288	618	076754
TX1250270-001	5A	BONNIE WARD	PATTERSON PETROLEUM, LLC	5/24/2007	5/24/2013	TX	ZAVALA	288	618	076754
TX1250270-001	7A	BONNIE WARD	PATTERSON PETROLEUM, LLC	5/24/2007	5/24/2013	TX	ZAVALA	288	618	076754
TX1250234-001	1A	BRENDA BENSON	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	352	077248
TX1250234-001	3A	BRENDA BENSON	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	352	077248
TX1250234-001	5A	BRENDA BENSON	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	352	077248
TX1250234-001	7A	BRENDA BENSON	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	352	077248
TX1250235-001	1A	CARL NORTHCUTT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	352	077248
TX1250235-001	3A	CARL NORTHCUTT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	352	077248
TX1250235-001	5A	CARL NORTHCUTT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	352	077248
TX1250235-001	7A	CARL NORTHCUTT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	352	077248
TX1250236-001	1A	CARROLL BARNES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	360	077252
TX1250236-001	3A	CARROLL BARNES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	360	077252
TX1250236-001	5A	CARROLL BARNES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	360	077252
TX1250236-001	7A	CARROLL BARNES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	360	077252
TX1250270-001	1A	CATHERINE CHASE GROSS	CML EXPLORATION, LLC	3/12/2008	3/12/2011	TX	ZAVALA	296	1	078078
TX1250271-001	1A	CHARLES S GROSS TRUST	CML EXPLORATION, LLC	3/12/2008	3/12/2011	TX	ZAVALA	296	3	078079
TX1250279-001	1A	CHERYL RATCLIFF	TRIPLE I PARTNERSHIP	6/7/2006	6/7/2011	TX	ZAVALA	92	80	
TX1250279-001	3A	CHERYL RATCLIFF	TRIPLE I PARTNERSHIP	6/7/2006	6/7/2011	TX	ZAVALA	92	80	
TX1250279-001	5A	CHERYL RATCLIFF	TRIPLE I PARTNERSHIP	6/7/2006	6/7/2011	TX	ZAVALA	92	80	
TX1250279-001	7A	CHERYL RATCLIFF	TRIPLE I PARTNERSHIP	6/7/2006	6/7/2011	TX	ZAVALA	92	80	
TX1250208-001	1A	CHRISTOPHER TLAPEK	AMERITEX MINERALS INC	2/16/2005	2/16/2009	TX	ZAVALA	90	351	73374
TX1250208-001	3A	CHRISTOPHER TLAPEK	AMERITEX MINERALS INC	2/16/2005	2/16/2009	TX	ZAVALA	90	351	73374
TX1250264-001	1A	CLYDE NORTHCUTT, ET UX	PATTERSON PETROLEUM, LLC	9/10/2007	9/10/2010	TX	ZAVALA	291	648	077296
TX1250264-001	3A	CLYDE NORTHCUTT, ET UX	PATTERSON PETROLEUM, LLC	9/10/2007	9/10/2010	TX	ZAVALA	291	648	077296
TX1250264-001	5A	CLYDE NORTHCUTT, ET UX	PATTERSON PETROLEUM, LLC	9/10/2007	9/10/2010	TX	ZAVALA	291	648	077296
TX1250264-001	7A	CLYDE NORTHCUTT, ET UX	PATTERSON PETROLEUM, LLC	9/10/2007	9/10/2010	TX	ZAVALA	291	648	077296
TX1250276-001	1A	DAPHNE GROSS	CML EXPLORATION, LLC	5/5/2008	5/5/2011	TX	ZAVALA	298	445	078558
TX1250257-001	1A	DAVID JACKSON	PATTERSON PETROLEUM, LLC	8/15/2007	8/15/2013	TX	ZAVALA	290	649	077121
TX1250257-001	3A	DAVID JACKSON	PATTERSON PETROLEUM, LLC	8/15/2007	8/15/2013	TX	ZAVALA	290	649	077121
TX1250257-001	5A	DAVID JACKSON	PATTERSON PETROLEUM, LLC	8/15/2007	8/15/2013	TX	ZAVALA	290	649	077121
TX1250257-001	7A	DAVID JACKSON	PATTERSON PETROLEUM, LLC	8/15/2007	8/15/2013	TX	ZAVALA	290	649	077121
TX1250192-001	1A	DEVONWOOD ENTERPRISES, INC	AMERITEX MINERALS INC	8/31/2005	8/31/2008	TX	ZAVALA	91	63	073957
TX1250192-001	3A	DEVONWOOD ENTERPRISES, INC	AMERITEX MINERALS INC	8/31/2005	8/31/2008	TX	ZAVALA	91	63	073957
TX1250192-001	5A	DEVONWOOD ENTERPRISES, INC	AMERITEX MINERALS INC	8/31/2005	8/31/2008	TX	ZAVALA	91	63	073957
TX1250192-001	7A	DEVONWOOD ENTERPRISES, INC	AMERITEX MINERALS INC	8/31/2005	8/31/2008	TX	ZAVALA	91	63	073957
TX1250209-001	1A	DONALD J TLAPEK	AMERITEX MINERALS INC	2/16/2005	2/16/2009	TX	ZAVALA	90	327	73366
TX1250209-001	3A	DONALD J TLAPEK	AMERITEX MINERALS INC	2/16/2005	2/16/2009	TX	ZAVALA	90	327	73366
TX1250252-001	1A	DOROTHY BOES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	650	077297
TX1250252-001	3A	DOROTHY BOES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	650	077297
TX1250252-001	5A	DOROTHY BOES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	650	077297
TX1250252-001	7A	DOROTHY BOES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	650	077297
TX1250200-001	1A	ELOS TLAPEK	AMERITEX MINERALS INC	1/26/2005	1/26/2009	TX	ZAVALA	90	321	073364
TX1250200-001	3A	ELOS TLAPEK	AMERITEX MINERALS INC	1/26/2005	1/26/2009	TX	ZAVALA	90	321	073364
TX1250247-001	1A	ERIC NORTHCUTT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	290	645	077119
TX1250247-001	3A	ERIC NORTHCUTT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	290	645	077119
TX1250247-001	5A	ERIC NORTHCUTT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	290	645	077119
TX1250247-001	7A	ERIC NORTHCUTT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	290	645	077119
TX1250285-001	1A	ERIN LEARY WENCE	TRIPLE I PARTNERSHIP	6/7/2006	6/7/2011	TX	ZAVALA	92	87	
TX1250327-001	1A	EVELYN CUNNINGHAM	PATTERSON PETROLEUM, LLC	8/21/2007	8/21/2010	TX	ZAVALA	290	767	077150
TX1250327-001	3A	EVELYN CUNNINGHAM	PATTERSON PETROLEUM, LLC	8/21/2007	8/21/2010	TX	ZAVALA	290	767	077150
TX1250327-001	5A	EVELYN CUNNINGHAM	PATTERSON PETROLEUM, LLC	8/21/2007	8/21/2010	TX	ZAVALA	290	767	077150
TX1250327-001	7A	EVELYN CUNNINGHAM	PATTERSON PETROLEUM, LLC	8/21/2007	8/21/2010	TX	ZAVALA	290	767	077150
TX1250324-001	1A	FRANCES MAY	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	292	364	077401
TX1250324-001	3A	FRANCES MAY	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	292	364	077401
TX1250324-001	5A	FRANCES MAY	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	292	364	077401
TX1250324-001	7A	FRANCES MAY	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	292	364	077401
TX1250201-001	1A	FRANCIS TLAPEK	AMERITEX MINERALS INC	1/26/2005	1/26/2009	TX	ZAVALA	90	348	073373
TX1250201-001	3A	FRANCIS TLAPEK	AMERITEX MINERALS INC	1/26/2005	1/26/2009	TX	ZAVALA	90	348	073373
TX1250243-001	1A	GERALD JACKSON	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	350	077247
TX1250243-001	3A	GERALD JACKSON	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	350	077247
TX1250243-001	5A	GERALD JACKSON	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	350	077247
TX1250243-001	7A	GERALD JACKSON	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	350	077247
TX1250284-001	1A	H R MCNEIL ESTATE	TRIPLE I PARTNERSHIP	6/12/2006	6/12/2011	TX	ZAVALA	92	83	
TX1250284-001	3A	H R MCNEIL ESTATE	TRIPLE I PARTNERSHIP	6/12/2006	6/12/2011	TX	ZAVALA	92	83	
TX1250284-001	5A	H R MCNEIL ESTATE	TRIPLE I PARTNERSHIP	6/12/2006	6/12/2011	TX	ZAVALA	92	83	
TX1250284-001	7A	H R MCNEIL ESTATE	TRIPLE I PARTNERSHIP	6/12/2006	6/12/2011	TX	ZAVALA	92	83	
TX1250322-001	1A	HARRY F THOMPSON III, ET AL	FIRST ROCK, INC	12/20/2006	12/20/2009	TX	ZAVALA	284	595	76092
TX1250322-001	3A	HARRY F THOMPSON III, ET AL	FIRST ROCK, INC	12/20/2006	12/20/2009	TX	ZAVALA	284	595	76092
TX1250322-001	5A									

LEASE #	TRACT	LESSOR	LESSEE	LEASE DATE	EXPIRATION DATE	STATE	COUNTY	BOOK	PAGE	INSTRUMENT NUMBER
TX1250219-001	7A	ROBERT A WARD JR, ET UX	PATTERSON PETROLEUM, LLC	5/24/2007	5/24/2013	TX	ZAVALA	288	617	076753
TX1250243-001	1A	ROBERT L NORTHCUIT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	343	077243
TX1250243-001	3A	ROBERT L NORTHCUIT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	343	077243
TX1250243-001	5A	ROBERT L NORTHCUIT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	343	077243
TX1250243-001	7A	ROBERT L NORTHCUIT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	343	077243
TX1250251-001	1A	RONALD NORTHCUIT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	658	077300
TX1250251-001	3A	RONALD NORTHCUIT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	658	077300
TX1250251-001	5A	RONALD NORTHCUIT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	658	077300
TX1250251-001	7A	RONALD NORTHCUIT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	658	077300
TX1250244-001	1A	ROSEMARY BAKER	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	364	077254
TX1250244-001	3A	ROSEMARY BAKER	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	364	077254
TX1250244-001	5A	ROSEMARY BAKER	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	364	077254
TX1250244-001	7A	ROSEMARY BAKER	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	291	364	077254
TX1250199-001	1A	ROSEMARY T PERKINSON	AMERITEX MINERALS INC	1/26/2005	1/26/2009	TX	ZAVALA	90	339	073370
TX1250199-001	3A	ROSEMARY T PERKINSON	AMERITEX MINERALS INC	1/26/2005	1/26/2009	TX	ZAVALA	90	339	073370
TX1250248-001	1A	SAMUEL BARNES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	290	773	077153
TX1250248-001	3A	SAMUEL BARNES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	290	773	077153
TX1250248-001	5A	SAMUEL BARNES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	290	773	077153
TX1250248-001	7A	SAMUEL BARNES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2010	TX	ZAVALA	290	773	077153
TX1250249-001	1A	STEPHEN BARNES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	71	077185
TX1250249-001	3A	STEPHEN BARNES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	71	077185
TX1250249-001	5A	STEPHEN BARNES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	71	077185
TX1250249-001	7A	STEPHEN BARNES	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	291	71	077185
TX1250261-001	1A	SUSAN K JACKSON	PATTERSON PETROLEUM, LLC	8/15/2007	8/15/2013	TX	ZAVALA	291	340	077242
TX1250261-001	3A	SUSAN K JACKSON	PATTERSON PETROLEUM, LLC	8/15/2007	8/15/2013	TX	ZAVALA	291	340	077242
TX1250261-001	5A	SUSAN K JACKSON	PATTERSON PETROLEUM, LLC	8/15/2007	8/15/2013	TX	ZAVALA	291	340	077242
TX1250261-001	7A	SUSAN K JACKSON	PATTERSON PETROLEUM, LLC	8/15/2007	8/15/2013	TX	ZAVALA	291	340	077242
TX1250205-001	1A	SUSAN KOHLHAGEN	AMERITEX MINERALS INC	2/16/2005	2/16/2009	TX	ZAVALA	90	363	073378
TX1250205-001	3A	SUSAN KOHLHAGEN	AMERITEX MINERALS INC	2/16/2005	2/16/2009	TX	ZAVALA	90	363	073378
TX1250272-001	1A	TEXAS TECH FOUNDATION, INC	CML EXPLORATION, LLC	3/18/2008	3/18/2011	TX	ZAVALA	295	534	078025
TX1250272-001	3A	TEXAS TECH FOUNDATION, INC	CML EXPLORATION, LLC	3/18/2008	3/18/2011	TX	ZAVALA	295	534	078025
TX1250272-001	5A	TEXAS TECH FOUNDATION, INC	CML EXPLORATION, LLC	3/18/2008	3/18/2011	TX	ZAVALA	295	534	078025
TX1250272-001	7A	TEXAS TECH FOUNDATION, INC	CML EXPLORATION, LLC	3/18/2008	3/18/2011	TX	ZAVALA	295	534	078025
TX1250212-001	1A	THOMAS W TLAPEK, JR	AMERITEX MINERALS INC	2/16/2005	2/16/2009	TX	ZAVALA	90	366	073379
TX1250212-001	3A	THOMAS W TLAPEK, JR	AMERITEX MINERALS INC	2/16/2005	2/16/2009	TX	ZAVALA	90	366	073379
TX1250127-000	3A	TRIPLE J PARTNERSHIP, ET AL	AMERITEX MINERALS INC	4/25/2005	4/25/2008	TX	ZAVALA	90	198	733222
TX1250127-000	5A	TRIPLE J PARTNERSHIP, ET AL	AMERITEX MINERALS INC	4/25/2005	4/25/2008	TX	ZAVALA	90	198	733222
TX1250213-001	1A	TRIPLE J PARTNERSHIP, ET AL	AMERITEX MINERALS INC	7/10/2006	7/10/2009	TX	ZAVALA	280	367	
TX1250213-001	3A	TRIPLE J PARTNERSHIP, ET AL	AMERITEX MINERALS INC	7/10/2006	7/10/2009	TX	ZAVALA	280	367	
TX1250213-001	5A	TRIPLE J PARTNERSHIP, ET AL	AMERITEX MINERALS INC	7/10/2006	7/10/2009	TX	ZAVALA	280	367	
TX1251433-000	1A	W H & IDNA PAYSINGER, ET AL	C CONRAD DICKERSON	2/21/1957	2/21/1967	TX	ZAVALA	79	129	
TX1251433-000	2A	W H & IDNA PAYSINGER, ET AL	C CONRAD DICKERSON	2/21/1957	2/21/1967	TX	ZAVALA	79	129	
TX1251433-000	3A	W H & IDNA PAYSINGER, ET AL	C CONRAD DICKERSON	2/21/1957	2/21/1967	TX	ZAVALA	79	129	
TX1251433-000	4A	W H & IDNA PAYSINGER, ET AL	C CONRAD DICKERSON	2/21/1957	2/21/1967	TX	ZAVALA	79	129	
TX1251433-000	5A	W H & IDNA PAYSINGER, ET AL	C CONRAD DICKERSON	2/21/1957	2/21/1967	TX	ZAVALA	79	129	
TX1251433-000	6A	W H & IDNA PAYSINGER, ET AL	C CONRAD DICKERSON	2/21/1957	2/21/1967	TX	ZAVALA	79	129	
TX1251433-000	7A	W H & IDNA PAYSINGER, ET AL	C CONRAD DICKERSON	2/21/1957	2/21/1967	TX	ZAVALA	79	129	
TX1251433-000	8A	W H & IDNA PAYSINGER, ET AL	C CONRAD DICKERSON	2/21/1957	2/21/1967	TX	ZAVALA	79	129	
TX1251433-000	9A	W H & IDNA PAYSINGER, ET AL	C CONRAD DICKERSON	2/21/1957	2/21/1967	TX	ZAVALA	79	129	
TX1250246-001	1A	WANDA NORTHCUIT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	290	651	077122
TX1250246-001	3A	WANDA NORTHCUIT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	290	651	077122
TX1250246-001	5A	WANDA NORTHCUIT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	290	651	077122
TX1250246-001	7A	WANDA NORTHCUIT	PATTERSON PETROLEUM, LLC	7/15/2007	7/15/2013	TX	ZAVALA	290	651	077122
TX1250282-001	1A	WAYNE MILLER JR	CML EXPLORATION, LLC	6/7/2008	6/7/2011	TX	ZAVALA	298	644	078567
TX1250282-001	3A	WAYNE MILLER JR	CML EXPLORATION, LLC	6/7/2008	6/7/2011	TX	ZAVALA	298	644	078567
TX1250280-001	1A	WAYNE M BURKETT	CML EXPLORATION, LLC	6/7/2008	6/7/2011	TX	ZAVALA	298	272	078474
TX1250280-001	3A	WAYNE M BURKETT	CML EXPLORATION, LLC	6/7/2008	6/7/2011	TX	ZAVALA	298	272	078474
TX1250324-001	1A	WILLIAM E & DEBRA MCBRYDE	FIRST ROCK, INC	12/20/2006	12/20/2009	TX	ZAVALA	285	397	
TX1250324-001	2A	WILLIAM E & DEBRA MCBRYDE	FIRST ROCK, INC	12/20/2006	12/20/2009	TX	ZAVALA	285	397	
TX1250277-001	1A	WILLIAM ROBERT CARUTHERS	TRIPLE J PARTNERSHIP	5/18/2006	5/18/2011	TX	ZAVALA	92	89	
TX1250277-001	3A	WILLIAM ROBERT CARUTHERS	TRIPLE J PARTNERSHIP	5/18/2006	5/18/2011	TX	ZAVALA	92	89	
TX1250277-001	5A	WILLIAM ROBERT CARUTHERS	TRIPLE J PARTNERSHIP	5/18/2006	5/18/2011	TX	ZAVALA	92	89	
TX1250277-001	7A	WILLIAM ROBERT CARUTHERS	TRIPLE J PARTNERSHIP	5/18/2006	5/18/2011	TX	ZAVALA	92	89	

EXHIBIT A-1**Wells**

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance by and among Chesapeake Exploration, L.L.C., Chesapeake Operating, L.L.C., Chesapeake Energy Marketing, L.L.C., Chesapeake Land Development Company, L.L.C., Chesapeake Royalty, L.L.C. and INEOS USA Oil & Gas LLC

WELL #	WELL NAME	OPERATOR	API	STATE	COUNTY
669694	ANNA LOUISA 1	CML EXPLORATION LLC	4250733338	TX	ZAVALA
649653	DIAL 1 (CML)	CML EXPLORATION LLC	4250733008	TX	ZAVALA
670035	EILEEN 1	CML EXPLORATION LLC	4250733340	TX	ZAVALA
656902	HENRY HOLDSWORTH UNIT ZAV 1HB	EXCO OPERATING CO LP	4250733248	TX	ZAVALA
655779	HIDEAWAY RANCH A 1EF	US ENERGY DEVELOPMENT CORPORATION	4250733218	TX	ZAVALA
657755	HIDEAWAY RANCH E1 UNIT E 1EF	US ENERGY DEVELOPMENT CORPORATION	4250733266	TX	ZAVALA
657756	HIDEAWAY RANCH E2 UNIT E 2EF	US ENERGY DEVELOPMENT CORPORATION	4250733267	TX	ZAVALA
657757	HIDEAWAY RANCH E3 UNIT E 3EF	US ENERGY DEVELOPMENT CORPORATION	4250733268	TX	ZAVALA
657564	HIDEAWAY RANCH UNIT A 2EF	US ENERGY DEVELOPMENT CORPORATION	4250733227	TX	ZAVALA
657462	HIDEAWAY RANCH UNIT A 3EF	US ENERGY DEVELOPMENT CORPORATION	4250733228	TX	ZAVALA
667388	HOWETT ZAV C 2H	EXCO RESOURCES INC	4250733336	TX	ZAVALA
655786	LA MOTA CHK WSW 2	CHESAPEAKE OPERATING LLC		TX	ZAVALA
651690	LA MOTA ZAV A 2H	CHESAPEAKE OPERATING LLC	4250733135	TX	ZAVALA
650594	LA MOTA ZAV B 1H	CHESAPEAKE OPERATING LLC	4250733061	TX	ZAVALA
652369	LA MOTA ZAV U 2H	CHESAPEAKE OPERATING LLC	4250733171	TX	ZAVALA
654257	LA MOTA ZAV W 3H	CHESAPEAKE OPERATING LLC	4250733215	TX	ZAVALA
654253	LA MOTA ZAV W 4H	CHESAPEAKE OPERATING LLC	4250733216	TX	ZAVALA
664355	LLM NORTH A 1EF	US ENERGY DEVELOPMENT CORPORATION	4250733319	TX	ZAVALA
664354	LLM NORTH A 2EF	US ENERGY DEVELOPMENT CORPORATION	4250733320	TX	ZAVALA
666665	LLM SOUTH A 1EF	US ENERGY DEVELOPMENT CORPORATION	4250733289	TX	ZAVALA
666667	LLM SOUTH A 2EF	US ENERGY DEVELOPMENT CORPORATION	4250733290	TX	ZAVALA
666668	LLM SOUTH A 3EF	US ENERGY DEVELOPMENT CORPORATION	4250733291	TX	ZAVALA
666729	LLM SOUTH B UNIT 1EF	US ENERGY DEVELOPMENT CORPORATION	4250733314	TX	ZAVALA
666727	LLM SOUTH B UNIT 2EF	US ENERGY DEVELOPMENT CORPORATION	4250733315	TX	ZAVALA
666730	LLM SOUTH C 1EF	US ENERGY DEVELOPMENT CORPORATION	4250733312	TX	ZAVALA
666728	LLM SOUTH C 2EF	US ENERGY DEVELOPMENT CORPORATION	4250733313	TX	ZAVALA
640855	LLM ZAV B 2H	EXCO OPERATING CO LP	4250733001	TX	ZAVALA
659144	LT 1	CML EXPLORATION LLC	4250733269	TX	ZAVALA
659336	PARKWAY 1	CML EXPLORATION LLC	4250733281	TX	ZAVALA
652219	PAYSINGER CHK WSW	CHESAPEAKE OPERATING LLC		TX	ZAVALA
656997	PRESTON 1	CML EXPLORATION LLC	4250733251	TX	ZAVALA
649616	RONALD 1	CML EXPLORATION LLC	4250733007	TX	ZAVALA
733064	THOMPSON 1-7H	CHESAPEAKE OPERATING LLC	4250732361	TX	ZAVALA
733070	THOMPSON 2-26	CHESAPEAKE OPERATING LLC	4250730872	TX	ZAVALA
639502	TRAYLOR WEST ZAV G 4H	CHESAPEAKE OPERATING LLC	4250732820	TX	ZAVALA

EXHIBIT A-2

Mineral Interests

None.

EXHIBIT A-3

Surface Assets

None.

EXHIBIT A-4

Transferred Pipeline Assets

None.

2015
0457
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EXHIBIT A-5

Vehicles

[See Attached.]

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0457

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Exhibit A-5
Vehicles

Attached to and made part of that certain Assignment, Bill of Sale and Conveyance by and among Chesapeake Exploration, L.L.C., Chesapeake Operating, L.L.C., Chesapeake Energy Marketing, L.L.C., Chesapeake Land Development Company, L.L.C., Chesapeake Royalty, L.L.C. and INEOS USA Oil & Gas LLC

Client	Lease/Owned	Vehicle	VIN	Make Name	Model Year	Vehicle Model
0AM1	Leased	160065	1GC2KUEG6GZ354045	CHEVROLET	2016	SILVERADO 2500
0AM1	Leased	160098	1GC2KUEG7GZ349033	CHEVROLET	2016	SILVERADO 2500
0AM1	Leased	160099	1GC2KUEG1GZ352008	CHEVROLET	2016	SILVERADO 2500
0AM1	Leased	160101	1GC2KUEG3GZ353743	CHEVROLET	2016	SILVERADO 2500
0AM1	Leased	170040	3GCUKNEC1HG366598	CHEVROLET	2017	SILVERADO 1500
0AM1	Leased	170054	1GCGTBEN5H1226255	CHEVROLET	2017	COLORADO
0AM1	Leased	170079	3GCUKNEC5HG335516	CHEVROLET	2017	SILVERADO 1500
0AM1	Leased	170108	3GCUKNEC8HG369448	CHEVROLET	2017	SILVERADO 1500
0AM1	Leased	170111	1GCGTBEN9H1218806	CHEVROLET	2017	
0AM1	Leased	170121	1GCGTBEN8H1219901	CHEVROLET	2017	COLORADO
0AM1	Leased	170128	1GC2KUEG9HZ281609	CHEVROLET	2017	SILVERADO 2500
0AM1	Leased	170136	1GC2KUEG8HZ315443	CHEVROLET	2017	SILVERADO 2500
0AM1	Leased	170151	1GC2KVEG5HZ223342	CHEVROLET	2017	SILVERADO 2500
0AM1	Leased	170154	3GCUKNEC1HG229306	CHEVROLET	2017	SILVERADO 1500
0AM1	Leased	170170	1GC2KUEGXHZ373831	CHEVROLET	2017	SILVERADO 2500
0AM1	Leased	170171	1GC2KUEG6HZ366357	CHEVROLET	2017	SILVERADO 2500
0AM1	Leased	170187	1GC2KUEG7GZ402006	CHEVROLET	2016	SILVERADO 25
0AM1	Leased	170188	1GC2KUEG5HZ333642	CHEVROLET	2017	
0AM1	Leased	170189	3GCUKNEC5HG386420	CHEVROLET	2017	SILVERADO 1500
0AM1	Leased	170204	3GCUKNEC0JG108918	CHEVROLET	2018	SILVERADO 1500
0AM1	Leased	180001	3GCUKNECXJG184002	CHEVROLET	2018	SILVERADO 1500
0AM1	Leased	180032	1GC2KUEG5JZ207982	CHEVROLET	2018	SILVERADO 25
0AM1	Leased	180046	3GCUKNEC6JG284887	CHEVROLET	2018	SILVERADO 1500
0AM1	Leased	180062	3GCUKNEC5JG322044	CHEVROLET	2018	SILVERADO 1500
0AM1	Leased	180067	3GCUKNECXJG313095	CHEVROLET	2018	SILVERADO 1500
0AM1	Leased	180068	1GC2KUEG7JZ288581	CHEVROLET	2018	SILVERADO 2500
0AM1	Leased	190006	1FT7X2B66KED71256	FORD	2019	F250
0AM1	Leased	190007	1FT7X2B68KED71257	FORD	2019	F250
0AM1	Leased	190011	1FTFW1E55KKC43653	FORD	2019	F150
0AM1	Leased	190020	1FT7X2B64KED87116	FORD	2019	F-250
0AM1	Leased	190021	1FT7X2B66KED8177	FORD	2019	F-250
0AM1	Leased	190024	1FTFW1E59KKC55742	FORD	2019	F-150
0AM1	Leased	190025	1FTFW1E5XKKC55748	FORD	2019	F-150
0AM1	Leased	190028	1FT7X2B65KEE06434	FORD	2019	F-250 LONG BED
0AM1	Leased	190038	1FTFW1E52KKC92468	FORD	2019	F150
0AM1	Leased	190045	1FT7X2B69KEE27397	FORD	2019	F250
0AM1	Leased	190046	1FT7X2B61KEE27393	FORD	2019	F250
0AM1	Leased	190047	1FT7X2B63KEE27394	FORD	2019	F250
0AM1	Leased	190051	1FD7X2B65KEE27392	FORD	2019	F-250 SERVICE BODY
0AM1	Leased	190057	1FTFW1E54KKC92469	FORD	2019	F-150
0AM1	Leased	190066	1FTFW1E52KKD31172	FORD	2019	F150
0AM1	Leased	190067	1FT7X2B63KEE68446	FORD	2019	F250
0AM1	Leased	190133	1FT7X2B64KEE91704	FORD	2019	F250
0AM1	Leased	190134	1FT7X2B66KEE91705	FORD	2019	F250
0AM1	Leased	190136	1FT7X2B6XKEE91707	FORD	2019	F250
0AM1	Leased	190137	1FT7X2B65KEE68450	FORD	2019	F250
0AM1	Leased	190139	1FT7X2B69KEE68452	FORD	2019	F250
0AM1	Leased	190142	1FT7X2B67KEE68448	FORD	2019	F-250
0AM1	Leased	190143	1FT7X2B60KEE68453	FORD	2019	F250
0AM1	Leased	190181	1FTFW1E59KKD98531	FORD	2019	F150
0AM1	Leased	190184	1FTFW1E52KKD98533	FORD	2019	F150
0AM1	Leased	190185	1FT7X2B67KEF59526	FORD	2019	F-250
0AM1	Leased	190187	1FT7X2B60KEF59528	FORD	2019	F-250

Client	Lease/Owned	Vehicle	VIN	Make Name	Model Year	Vehicle Model
0AM1	Leased	190194	1FT7X2B60KEG11613	FORD	2019	F250
0AM1	Leased	190210	1FT7X2B6XKEF85294	FORD	2019	F250
0AM1	Leased	190213	1FT7X2B61KEF85295	FORD	2019	F250
0AM1	Leased	190215	1FT7X2B68KEF61592	FORD	2019	F250
0AM1	Leased	190216	1FT7X2B63KEF85296	FORD	2019	F250
0AM1	Leased	190219	1FT7X2B64KEG11615	FORD	2019	F250 LONG BED
0AM1	Leased	190220	1FTFW1E51KKE41551	FORD	2019	F150
0AM1	Leased	190223	1FT7X2B66KEG11616	FORD	2019	F250 LONG BED
0AM1	Leased	190227	1FTFW1E53KKE41552	FORD	2019	F150
0AM1	Leased	190231	1FTFW1E57KKE41554	FORD	2019	F150
0AM1	Leased	190257	1FT7X2B68KEG11617	FORD	2019	F250
0AM1	Leased	190259	1FT7X2B61KEG11619	FORD	2019	F250
0AM1	Leased	190260	1FT7X2B6XKEG11621	FORD	2019	F250
0AM1	Leased	190261	1FT7X2B63KEG11623	FORD	2019	F250
0AM1	Leased	190262	1FT7X2B61KEG11622	FORD	2019	F250
0AM1	Leased	190263	1FT7X2B62KEG11628	FORD	2019	F250
0AM1	Leased	190264	1FT7X2B69KEG11626	FORD	2019	F250
0AM1	Leased	190265	1FT7X2B67KEG11625	FORD	2019	F250
0AM1	Leased	190266	1FT7X2B60KEG11627	FORD	2019	F250
0AM1	Leased	190268	1FT7X2B68KEG11620	FORD	2019	F250
0AM1	Leased	190269	1FT7X2B6XKEG11618	FORD	2019	F250
0AM1	Leased	190270	1FT7X2B65KEG11624	FORD	2019	F250
0AM1	Leased	190277	1FTFW1E59KKE85393	FORD	2019	F150
0AM1	Leased	190278	1FTFW1E50KKE85394	FORD	2019	F150
0AM1	Leased	190280	1FTFW1E54KKE85396	FORD	2019	F150
0AM1	Leased	190283	1FTFW1E56KKE85397	FORD	2019	F150
0AM1	Leased	190289	1FT7X2B64KEF33465	FORD	2019	F250
0AM1	Leased	190290	1FT7X2B61KEF83093	FORD	2019	F250
0AM1	Leased	190291	1FT7X2B6XKEF83092	FORD	2019	F250
0AM1	Leased	190292	1FT7X2B69KEF83097	FORD	2019	F250
0AM1	Leased	190293	1FT7X2B6XKEF83089	FORD	2019	F250
0AM1	Leased	190295	1FT7X2B68KEF83088	FORD	2019	F250
0AM1	Leased	190306	1FT7X2B69KEF83102	FORD	2019	F250
0AM1	Leased	190311	1FT7X2B66KEF83087	FORD	2019	F250
0AM1	Leased	190312	1FT7X2B62KEF83104	FORD	2019	F250
0AM1	Leased	190314	1FT7X2B66KEC61291	FORD	2019	F250
0AM1	Leased	190334	1FT7X2B64KED72180	FORD	2019	F250
0AM1	Leased	190335	1FT7X2B68KED72179	FORD	2019	F250
0AM1	Leased	190336	1FT7X2B61KEF03601	FORD	2019	F250
0AM1	Leased	190337	1FT7X2B65KEE93588	FORD	2019	F250
0AM1	Leased	190338	1FT7X2B63KEE93590	FORD	2019	F250
0AM1	Leased	190341	1FT7X2B6XKEE93151	FORD	2019	F250 LONG BED
0AM1	Leased	190342	1FT7X2B63KEF24840	FORD	2019	F250
0AM1	Leased	190343	1FT7X2B68KEF61589	FORD	2019	F250 LONG BED
0AM1	Leased	190344	1FT7X2B65KEF24841	FORD	2019	F250 LONG BED
0AM1	Leased	200010	1FT7X2B60NED18329	FORD	2022	F250
0AM1	Leased	200011	1FT7X2B69NED18328	FORD	2022	F250
0AM1	Leased	200012	1FT7X2B67NED18327	FORD	2022	F250
0AM1	Leased	200015	1FTFW1E58MKE84044	FORD	2021	F150
0AM1	Leased	200035	1GC2YLE7XNF309987	CHEVROLET	2022	2500
0AM1	Leased	200038	1GC2YLE77NF303838	CHEVROLET	2022	2500
0AM1	Leased	200041	1GC2YLE71NF284185	CHEVROLET	2022	2500
0AM1	Leased	200048	1GC2YLE79NF292678	CHEVROLET	2022	SILVERADO 2500
0AM1	Leased	210001	1FT7X2B6XMED89679	FORD	2021	F250
0AM1	Leased	170033	3GCUKNEC5HG356950	CHEVROLET	2017	SILVERADO 15
0AM1	Leased	200036	1GC2YLE76NF310103	CHEVROLET	2022	2500
0AM1	Leased	200046	1GC2YLE74NF285671	CHEVROLET	2022	2500
5DJ2	Owned	764210	1GC2KYE9FZ112274	CHEVROLET	2015	SILVERADO 3500
5DJ2	Owned	764225	3GCUKREC5EG537288	CHEVROLET	2014	
5DJ2	Owned	764241	1GB5KZCG7FZ506480	CHEVROLET	2015	SILVERADO 3500
5DJ2	Owned	764333	1GC2KVEG0FZ523917	CHEVROLET	2015	SILVERADO 2500

EXHIBIT A-6
Covered G & G Data

PART A

Fully Proprietary

Core Analysis
Microseismic data and vendor reports
Vertical seismic profiles
Triple combo and specialty logs

PART B

Owner License Required

CHK 3D Seismic merge volumes
CHK 3D Seismic attribute volumes
CHK 3D Seismic horizons
Fault polygons
Petro data points and derivative maps
Formation tops

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EXHIBIT B

Excluded Assets

1. 1 FLIR camera
2. Certain drill pipe being used with Cactus 140 drilling rig
3. Crude Oil Purchase Contract #75417 dated November 9, 2016 by and between Chesapeake Energy Marketing, LLC and Raider Marketing LP
4. IOR Tubing
5. IOR Compressors

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INST NO.102601
FILED FOR RECORD
2023 May 23 at 09:45 AM
MICHELLE B. URRABAZO, CLERK
TARRANT COUNTY, TEXAS
AD A. Del Rio DEPUTY

REC NO: 245166

Zavala County, Texas
Michelle B. Urrabazo, County Clerk
200 EAST UVALDE SUITE 7
Crystal City, Texas 78839
(830) 374-2331



DATE : 05/23/2023

TIME : 09:45am

YOUR CASHIER WAS: ADELRIO

REGISTER NO : DEPUTY

RECVD FROM: HOLLAND AND KNIGHT LLP

ITEM DESCRIPTION	GFE NO.	CLERK/CAUSE NO.	QTY	FEES PAID
OFFICIAL PUBLIC RECORD		102601	33	\$ 154.00
ADDITIONAL OWNERS NAME			4	\$ 2.00
TOTAL FEES PAID				\$ 156.00

----- AMOUNT TENDERED -----

CASH RECEIVED	\$ 0.00
CHECKS RECEIVED	\$ 156.00
TIME SERVED	\$ 0.00
WAIVED FEES	\$ 0.00
DEPOSITORY DEBIT	\$ 0.00
DIRECT DEPOSIT	\$ 0.00

TOTAL RECEIVED \$ 156.00

----- TRANSACTION SUMMARY -----

TOTAL RECEIVED	\$ 156.00
TOTAL FEES PAID	\$ 156.00

CHANGE DUE BACK \$ 0.00

---- CHECKS, MONEY ORDERS or DIRECT DEPOSITS ----

2 Checks, Money Orders, or Direct Deposits Received

CK# 6101840	\$ 154.00
CK# 15250	\$ 2.00

REC NO. 245166 CLOSED

Thank you
Michelle B. Urrabazo
County Clerk