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 DIMMIT	§

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 <u>Assignment and Conveyance</u>. 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 described on Exhibit A-1 attached hereto, whether producing or non-

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producing, together with all amendments, renewals, extensions or ratifications thereof (collectively, the "Real Property Interests");

- (b) all oil, gas, water and disposal wells described in Exhibit A-1 attached hereto, whether producing, shut-in, plugged or abandoned (collectively, the "Wells") and all tangible personal property, equipment, fixtures, improvements and other appurtenances 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");
- 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 described on Exhibit A-2 attached hereto (the "Mineral Interests");
- (e) all surface fee interests and other surface property described on <u>Exhibit A-3</u> attached hereto, and all buildings, offices, improvements, appurtenances, field offices and yards and associated equipment inventories listed on <u>Exhibit A-3</u> 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 equipment, and other machinery and equipment 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

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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 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.

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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 <u>Subrogation</u>. 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 <u>Exclusions and Reservations</u>. 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;

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- (l) all artwork and personal effects located on the Properties;
- (m) all leased personal property;
- (n) all claims of Assignors or any of their Affiliates for refunds of or loss carry forwards with respect to Seller Taxes;
- (o) 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
- (p) 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 <u>Subject to Purchase and Sale Agreement</u>. 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 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** <u>Assumption</u>. 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.

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 <u>SECTION 1.2</u>, 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. 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.

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- 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** 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) AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, AND (G) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE 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 <u>SECTION 2.1</u> ARE

"CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY LAW, RULE OR ORDER.

- Section 2.2 <u>Cooperation</u>. 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 <u>Counterparts</u>. 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 <u>Successors and Assigns</u>. 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 <u>Effective Time</u>. 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** <u>Defined Terms</u>. 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 mat 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

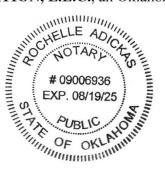
THE STATE OF OKLAHOMA

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COUNTY OF OKLAHOMA

This instrument was acknowledged before me on the day of July, 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/b/25

CHESAPEAKE OPERATING, L.L.C.,

an Oklahoma limited liability company

By:

Name: Benjamin E Russ

Executive Vice President, General Counsel

and Corporate Secretary

ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA

888

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on the Ully, 2023, by Benjamin E. Russ, Executive Vice President, General Counsel and Corporate Secretary of CHESAPEAKE **OPERATING**, 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

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

ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA

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COUNTY OF OKLAHOMA

This instrument was acknowledged before me on the day of July, 2023, by Benjamin E. Russ, Executive Vice President, General Counsel and Corporate Secretary of CHESAPEAKE ENERGY MARKETING, L.L.C., an Oklahoma limited liability company, on behalf of said company. # 09006936
EXP. 08/19/25

09006936

EXP. 08/19/25

(Seal)

Notary Public, State of Oklahoma

Commission Expiration:

Commission No.: 05006936

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

an Oklahoma limited liability company

By:

Name: Benjamin E. Russ

Executive Vice President, General Counsel

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and Corporate Secretary

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THE STATE OF OKLAHOMA

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COUNTY OF OKLAHOMA

This instrument was acknowledged before me on the 26E. 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)

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EXP. 08/19/25

OPON OF OKLANING

Notary Public, State of Oklahoma

Commission Expiration:

Commission No.: 05004536

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

By:

Name: Benjamin B. Russ

Title: Executive Vice President, General Counsel

and Corporate Secretary

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THE STATE OF OKLAHOMA

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COUNTY OF OKLAHOMA

This instrument was acknowledged before me on the Utto day of July, 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 No.:

Commission Expiration: 8/9/5 Commission No.: 99000936

"ASSIGNEE"

INEOS USA OIL & GAS LLC,

a Delaware limited liability company

Name: Jack Collins

Title: Chief Executive Officer

ACKNOWLEDGEMENT

THE STATE OF	§ 8	
COUNTY OF JON JON	§	
This instrument was acknowledged before me o	on the 26 day of	Sely
Jack Collins, Chief Executive Officer of INEO	S USA OIL & GAS	LLC, a Delaw

__, 2023 by ware limited liability company, on behalf of said company.

(Seal)

KATHY R CASSON **NOTARY PUBLIC**

Commission Expiration:

Notary Public, State of

Commission No.:

Real Property Interests; Wells

[See Attached.]

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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	BOOK	PAGE	INSTRUMENT NUMBER
TX7680145-001	10A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	11A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	12A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	13A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	14A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001 TX7680145-001	15A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	16A 17A	BERTA TUMLINSON, A WIDOW BERTA TUMLINSON, A WIDOW	J S HILLSMAN J S HILLSMAN	4/19/1968 4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	18A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978 4/19/1978	TX TX	DIMMIT	28	38	
TX7680145-001	19A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28 28	38	
TX7680145-001	1A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	20A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	21A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	22A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	23A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	24A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	25A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	26A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001 TX7680145-001	27A 28A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	29A	BERTA TUMLINSON, A WIDOW BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	2A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	30A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968 4/19/1968	4/19/1978 4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	31A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	32A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	33A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	34A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	3A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	4A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	5A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	6A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	7A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	8A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
TX7680145-001	9A	BERTA TUMLINSON, A WIDOW	J S HILLSMAN	4/19/1968	4/19/1978	TX	DIMMIT	28	38	
42-001389-001 42-001389-001	1A	ANNETTE T & AMY E BLAKEWAY	CHESAPEAKE EXPLORATION LLC	5/31/2011	5/31/2014	TX	DIMMIT	416	534	19702
TX7683401-001	2A 1A	ANNETTE T & AMY E BLAKEWAY ANNETTE TUMLINSON BLAKEWAY	CHESAPEAKE EXPLORATION LLC	5/31/2011	5/31/2014	TX	DIMMIT	416	534	19702
TX7683401-001	2A	ANNETTE TUMLINSON BLAKEWAY	CHESAPEAKE EXPLORATION LLC CHESAPEAKE EXPLORATION LLC	9/1/2010 9/1/2010	9/1/2013 9/1/2013	TX TX	DIMMIT	396 396	56	16634
TX7683401-001	3A	ANNETTE TUMLINSON BLAKEWAY	CHESAPEAKE EXPLORATION LLC	9/1/2010	9/1/2013	TX	DIMMIT	396	56 56	16634
TX7683401-001	4A	ANNETTE TUMLINSON BLAKEWAY	CHESAPEAKE EXPLORATION LLC	9/1/2010	9/1/2013	TX	DIMMIT	396	56	16634 16634
TX7683401-001	5A	ANNETTE TUMLINSON BLAKEWAY	CHESAPEAKE EXPLORATION LLC	9/1/2010	9/1/2013	TX	DIMMIT	396	56	16634
TX7683401-001	6A	ANNETTE TUMLINSON BLAKEWAY	CHESAPEAKE EXPLORATION LLC	9/1/2010	9/1/2013	TX	DIMMIT	396	56	16634
TX7680152-001	1A	BOB A ROTH ,JR	CHESAPEAKE EXPLORATION LLC	3/29/2010	3/29/2013	TX	DIMMIT	385	511	14878
TX7680152-001	2A	BOB A ROTH ,JR	CHESAPEAKE EXPLORATION LLC	3/29/2010	3/29/2013	TX	DIMMIT	385	511	14878
TX7680152-001	3A	BOB A ROTH ,JR	CHESAPEAKE EXPLORATION LLC	3/29/2010	3/29/2013	TX	DIMMIT	385	511	14878
TX7680152-001	4A	BOB A ROTH ,JR	CHESAPEAKE EXPLORATION LLC	3/29/2010	3/29/2013	TX	DIMMIT	385	511	14878
TX7680152-001	5A	BOB A ROTH ,JR	CHESAPEAKE EXPLORATION LLC	3/29/2010	3/29/2013	TX	DIMMIT	385	511	14878
TX7680023-002 TX7680023-002	1A 2A	CHARLOTTE JANE WYLIE TEST TR	CHESAPEAKE EXPLORATION LLC	5/11/2010	5/11/2013	TX	DIMMIT	388	115	15304
TX7680023-002	3A	CHARLOTTE JANE WYLIE TEST TR CHARLOTTE JANE WYLIE TEST TR	CHESAPEAKE EXPLORATION LLC	5/11/2010	5/11/2013	TX	DIMMIT	388	115	15304
42-0007678-001	1A	CHARLOTTE JANE WYLIE TRUST	CHESAPEAKE EXPLORATION LLC CHESAPEAKE EXPLORATION LLC	5/11/2010 4/1/2013	5/11/2013	TX	DIMMIT	388 476	736	15304 29227
42-0007678-001	2A	CHARLOTTE JANE WYLIE TRUST	CHESAPEAKE EXPLORATION LLC	4/1/2013	4/1/2016	TX	DIMMIT	476	736	29227
42-0007678-001	3A	CHARLOTTE JANE WYLIE TRUST	CHESAPEAKE EXPLORATION LLC	4/1/2013	4/1/2016	TX	DIMMIT	476	736	29227
42-0007678-001	4A	CHARLOTTE JANE WYLIE TRUST	CHESAPEAKE EXPLORATION LLC	4/1/2013	4/1/2016	TX	DIMMIT	476	736	29227
42-0007678-001	5A	CHARLOTTE JANE WYLIE TRUST	CHESAPEAKE EXPLORATION LLC	4/1/2013	4/1/2016	TX	DIMMIT	476	736	29227
42-049913-001	1A	CHARLOTTE JANE WYLIE TRUST	CHESAPEAKE EXPLORATION LLC	3/29/2012	3/29/2015	TX	DIMMIT	437	138	23181
42-049913-001	2A	CHARLOTTE JANE WYLIE TRUST	CHESAPEAKE EXPLORATION LLC	3/29/2012	3/29/2015	TX	DIMMIT	437	138	23181
TX7680041-002	1A	CHARLOTTE JANE WYLIE TRUST	CHESAPEAKE EXPLORATION LLC	5/11/2010	5/11/2013	TX	DIMMIT	388	113	15303
TX7680041-002 TX7680041-002	2A	CHARLOTTE JANE WYLIE TRUST	CHESAPEAKE EXPLORATION LLC	5/11/2010	5/11/2013	TX	DIMMIT	388	113	15303
TX7680041-002	3A 4A	CHARLOTTE JANE WYLIE TRUST CHARLOTTE JANE WYLIE TRUST	CHESAPEAKE EXPLORATION LLC	5/11/2010	5/11/2013	TX	DIMMIT	388	113	15303
TX7680041-002	5A	CHARLOTTE JANE WYLIE TRUST	CHESAPEAKE EXPLORATION LLC CHESAPEAKE EXPLORATION LLC	5/11/2010 5/11/2010	5/11/2013 5/11/2013	TX	DIMMIT	388	113	15303
TX7680041-002	6A	CHARLOTTE JANE WYLIE TRUST	CHESAPEAKE EXPLORATION LLC	5/11/2010	5/11/2013	TX TX	DIMMIT	388	113	15303
TX7680041-002	7A	CHARLOTTE JANE WYLIE TRUST	CHESAPEAKE EXPLORATION LLC	5/11/2010	5/11/2013	TX	DIMMIT	388	113	15303 15303
TX7680041-002	8A	CHARLOTTE JANE WYLIE TRUST	CHESAPEAKE EXPLORATION LLC	5/11/2010	5/11/2013	TX	DIMMIT	388	113	15303
TX7680041-002	9A	CHARLOTTE JANE WYLIE TRUST	CHESAPEAKE EXPLORATION LLC	5/11/2010	5/11/2013	TX	DIMMIT	388	113	15303
TX7680023-003	1A	ERIC R WYLIE	CHESAPEAKE EXPLORATION LLC	5/5/2010	5/5/2013	TX	DIMMIT	388	119	15306
TX7680023-003	2A	ERIC R WYLIE	CHESAPEAKE EXPLORATION LLC	5/5/2010	5/5/2013	TX	DIMMIT	388	119	15306
TX7680023-003	3A	ERIC R WYLIE	CHESAPEAKE EXPLORATION LLC	5/5/2010	5/5/2013	TX	DIMMIT	388	119	15306
TX7680041-003	1A	ERIC R WYLIE	CHESAPEAKE EXPLORATION LLC	5/5/2010	5/5/2013	TX	DIMMIT	388	117	15305
TX7680041-003	2A	ERIC R WYLIE	CHESAPEAKE EXPLORATION LLC	5/5/2010	5/5/2013	TX	DIMMIT	388	117	15305
TX7680041-003	3A	ERIC R WYLIE	CHESAPEAKE EXPLORATION LLC	5/5/2010	5/5/2013	TX	DIMMIT	388	117	15305
TX7680041-003	4A	ERIC R WYLIE	CHESAPEAKE EXPLORATION LLC	5/5/2010	5/5/2013	TX	DIMMIT	388	117	15305
TX7680041-003 TX7680041-003	5A	ERIC R WYLIE	CHESAPEAKE EXPLORATION LLC	5/5/2010	5/5/2013	TX	DIMMIT	388	117	15305
TX7680041-003	6A 7A	ERIC R WYLIE	CHESAPEAKE EXPLORATION LLC	5/5/2010	5/5/2013	TX	DIMMIT	388	117	15305
TX7680041-003	8A	ERIC R WYLIE ERIC R WYLIE	CHESAPEAKE EXPLORATION LLC	5/5/2010	5/5/2013	TX	DIMMIT	388	117	15305
42-0000458-003	1A	ERIC RONALD WYLIE	CHESAPEAKE EXPLORATION LLC CHESAPEAKE EXPLORATION LLC	5/5/2010 4/1/2013	5/5/2013	TX	DIMMIT	388	117	15305
42-0000458-003	2A	ERIC RONALD WYLIE	CHESAPEAKE EXPLORATION LLC	4/1/2013	4/1/2016 4/1/2016	TX TX	DIMMIT	476	734	29226
42-0000458-003	3A	ERIC RONALD WYLIE	CHESAPEAKE EXPLORATION LLC	4/1/2013	4/1/2016	TX	DIMMIT	476 476	734 734	29226
42-0000458-003	4A	ERIC RONALD WYLIE	CHESAPEAKE EXPLORATION LLC	4/1/2013	4/1/2016	TX	DIMMIT	476	734	29226 29226
42-0000458-003	5A	ERIC RONALD WYLIE	CHESAPEAKE EXPLORATION LLC	4/1/2013	4/1/2016	TX	DIMMIT	476	734	29226
42-0000458-012	1A	FIRST BAPTIST CHURCH OF BIG	CHESAPEAKE EXPLORATION LLC	4/11/2013	4/11/2016	TX	DIMMIT	482	766	30240
43 0000450 043	2A	FIRST BAPTIST CHURCH OF BIG	CHESAPEAKE EXPLORATION LLC	4/11/2013	4/11/2016	TX	DIMMIT	482	766	30240
42-0000458-012			I					482		
42-0000458-012	3A	FIRST BAPTIST CHURCH OF BIG	CHESAPEAKE EXPLORATION LLC	4/11/2013	4/11/2016	TX	DIMMIT	462	766	30240
	3A 4A 5A	FIRST BAPTIST CHURCH OF BIG FIRST BAPTIST CHURCH OF BIG FIRST BAPTIST CHURCH OF BIG	CHESAPEAKE EXPLORATION LLC CHESAPEAKE EXPLORATION LLC CHESAPEAKE EXPLORATION LLC	4/11/2013 4/11/2013 4/11/2013	4/11/2016 4/11/2016	TX	DIMMIT	482	766	30240 30240

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LEASE #	TRACT	LESSOR	LESSEE	LEASE DATE	EXPIRATION DATE	STATE	COUNTY	воок	PAGE	INSTRUMENT NUMBER
TX7680148-002	1A	GEORGE R MCCARLEY	CHESAPEAKE EXPLORATION LLC	2/12/2010	2/12/2013	TX	DIMMIT	385	517	14881
TX7680148-002	2A	GEORGE R MCCARLEY	CHESAPEAKE EXPLORATION LLC	2/12/2010	2/12/2013	TX	DIMMIT	385	517	14881
TX7680148-002	3A	GEORGE R MCCARLEY	CHESAPEAKE EXPLORATION LLC	2/12/2010	2/12/2013	TX	DIMMIT	385	517	14881
TX7680148-002	4A	GEORGE R MCCARLEY	CHESAPEAKE EXPLORATION LLC	2/12/2010	2/12/2013	TX	DIMMIT	385	517	14881
TX7680148-002	5A	GEORGE R MCCARLEY	CHESAPEAKE EXPLORATION LLC	2/12/2010	2/12/2013	TX	DIMMIT	385	517	14881
42-048221-002	1A	GEORGE T HENRICHSON	CHESAPEAKE EXPLORATION LLC	1/18/2012	1/18/2015	TX	DIMMIT	432	342	22327
42-048221-002	2A	GEORGE T HENRICHSON	CHESAPEAKE EXPLORATION LLC	1/18/2012	1/18/2015	TX	DIMMIT	432	342	22327
TX7680376-001	11A	HELMCAMP FAMILY ENTERPRISES	CHESAPEAKE EXPLORATION LLC	7/9/2010	7/9/2017	TX	DIMMIT	390	769	15763
TX7680376-001	12A	HELMCAMP FAMILY ENTERPRISES	CHESAPEAKE EXPLORATION LLC	7/9/2010	7/9/2017	TX	DIMMIT	390	769	15763
TX7680376-001	13A	HELMCAMP FAMILY ENTERPRISES	CHESAPEAKE EXPLORATION LLC	7/9/2010	7/9/2017	TX	DIMMIT	390	769	15763
TX7680376-001	1A	HELMCAMP FAMILY ENTERPRISES	CHESAPEAKE EXPLORATION LLC	7/9/2010	7/9/2017	TX	DIMMIT	390	769	15763
TX7680376-001	2A	HELMCAMP FAMILY ENTERPRISES	CHESAPEAKE EXPLORATION LLC	7/9/2010	7/9/2017	TX	DIMMIT	390	769	15763
TX7680376-001	7A	HELMCAMP FAMILY ENTERPRISES	CHESAPEAKE EXPLORATION LLC	7/9/2010	7/9/2017	TX	DIMMIT	390	769	15763
TX7680376-001	8A	HELMCAMP FAMILY ENTERPRISES	CHESAPEAKE EXPLORATION LLC	7/9/2010	7/9/2017	TX	DIMMIT	390	769	15763
TX7680152-002	1A	HON FAMILY LIMITED PARTNERSHIP	CHESAPEAKE EXPLORATION LLC	3/29/2010	3/29/2013	TX	DIMMIT	385	505	14876
TX7680152-002	2A	HON FAMILY LIMITED PARTNERSHIP	CHESAPEAKE EXPLORATION LLC	3/29/2010	3/29/2013	TX	DIMMIT	385	505	14876
TX7680152-002	3A	HON FAMILY LIMITED PARTNERSHIP	CHESAPEAKE EXPLORATION LLC	3/29/2010	3/29/2013	TX	DIMMIT	385	505	14876
TX7680152-002	4A	HON FAMILY LIMITED PARTNERSHIP	CHESAPEAKE EXPLORATION LLC	3/29/2010	3/29/2013	TX	DIMMIT	385	505	14876
TX7680152-002	5A	HON FAMILY LIMITED PARTNERSHIP	CHESAPEAKE EXPLORATION LLC	3/29/2010	3/29/2013	TX	DIMMIT	385	505	14876
TX7683403-002	1A	HON FAMILY LTD PARTNERSHIP	CHESAPEAKE EXPLORATION LLC	9/1/2010	9/1/2013	TX	DIMMIT	394	660	16415
TX7683403-001	1A	J R & TAMMY DAVENPORT	CHESAPEAKE EXPLORATION LLC	9/1/2010	9/1/2013	TX	DIMMIT	394	658	16414
TX7680205-001	1A	JAMES B DAVIS & PATRICIA DAVIS	SAGE ENERGY CO	1/11/2008	1/11/2011	TX	DIMMIT	343	365	9452
TX7680205-001	2A	JAMES B DAVIS & PATRICIA DAVIS	SAGE ENERGY CO	1/11/2008	1/11/2011	TX	DIMMIT	343	365	9452
TX7680205-001	4A	JAMES B DAVIS & PATRICIA DAVIS	SAGE ENERGY CO	1/11/2008	1/11/2011	TX	DIMMIT	343	365	9452
TX7680205-001	5A	JAMES B DAVIS & PATRICIA DAVIS	SAGE ENERGY CO	1/11/2008	1/11/2011	TX	DIMMIT	343	365	9452
TX7680205-001	6A	JAMES B DAVIS & PATRICIA DAVIS	SAGE ENERGY CO	1/11/2008	1/11/2011	TX	DIMMIT	343	365	9452
TX7680205-001	7A	JAMES B DAVIS & PATRICIA DAVIS	SAGE ENERGY CO	1/11/2008	1/11/2011	TX	DIMMIT	343	365	9452
TX7680205-001	A8	JAMES B DAVIS & PATRICIA DAVIS	SAGE ENERGY CO	1/11/2008	1/11/2011	TX	DIMMIT	343	365	9452
TX7680205-001	9A	JAMES B DAVIS & PATRICIA DAVIS	SAGE ENERGY CO	1/11/2008	1/11/2011	TX	DIMMIT	343	365	9452
TX7710148-002	5A	JAMES C ANDERSON, JR TRUST	CHESAPEAKE EXPLORATION LLC	3/3/2010	3/3/2013	TX	DIMMIT	496	241	84828
TX7710148-002	6A	JAMES C ANDERSON, JR TRUST	CHESAPEAKE EXPLORATION LLC	3/3/2010	3/3/2013	TX	DIMMIT	496	241	84828
TX7710148-002	8A	JAMES C ANDERSON, JR TRUST	CHESAPEAKE EXPLORATION LLC	3/3/2010	3/3/2013	TX	DIMMIT	496	241	84828
TX7680121-001	11A	JBGS, LP	SAGE ENERGY COMPANY	2/28/2008	8/28/2010	TX	DIMMIT	346	445	04020
TX7680121-001	13A	JBGS, LP	SAGE ENERGY COMPANY	2/28/2008	8/28/2010	TX	DIMMIT	346	445	
TX7680121-001	1A	JBGS, LP	SAGE ENERGY COMPANY	2/28/2008	8/28/2010	TX	DIMMIT	346	445	
TX7680121-001	2A	JBGS, LP	SAGE ENERGY COMPANY	2/28/2008	8/28/2010	TX	DIMMIT	346	445	
TX7680121-001	3A	JBGS, LP	SAGE ENERGY COMPANY	2/28/2008	8/28/2010	TX	DIMMIT	346	445	
TX7680121-001	4A	JBGS, LP	SAGE ENERGY COMPANY	2/28/2008	8/28/2010	TX	DIMMIT	346	445	
TX7680121-001	5A	JBGS, LP	SAGE ENERGY COMPANY	2/28/2008	8/28/2010	TX	DIMMIT	346	445	
TX7680121-001	6A	JBGS, LP	SAGE ENERGY COMPANY							
TX7680121-001	7A	JBGS, LP	SAGE ENERGY COMPANY	2/28/2008 2/28/2008	8/28/2010	TX	DIMMIT	346	445	
TX7680121-001	8A	JBGS, LP	SAGE ENERGY COMPANY		8/28/2010		DIMMIT	346	445	
TX7710148-001	5A	JOHNSON FAMILY CONSOLIDATED	CHESAPEAKE EXPLORATION LLC	2/28/2008	8/28/2010	TX	DIMMIT	346	445	
TX7710148-001	6A			3/3/2010	3/3/2013	TX	DIMMIT	496	235	84827
TX7710148-001	8A	JOHNSON FAMILY CONSOLIDATED JOHNSON FAMILY CONSOLIDATED	CHESAPEAKE EXPLORATION LLC	3/3/2010	3/3/2013	TX	DIMMIT	496	235	84827
TX7710148-001	5A	KATHRYN A MEDFORD TRUST	CHESAPEAKE EXPLORATION LLC CHESAPEAKE EXPLORATION LLC	3/3/2010	3/3/2013	TX	DIMMIT	496	235	84827
TX7710148-003	6A	KATHRYN A MEDFORD TRUST	CHESAPEAKE EXPLORATION LLC	3/3/2010	3/3/2013	TX	DIMMIT	496	247	84829
TX7710148-003	8A	KATHRYN A MEDFORD TRUST		3/3/2010	3/3/2013	TX	DIMMIT	496	247	84829
42-048221-001	1A	LARRY W HENRICHSON	CHESAPEAKE EXPLORATION LLC CHESAPEAKE EXPLORATION LLC	3/3/2010	3/3/2013	TX	DIMMIT	496	247	84829
42-048221-001	2A			1/18/2012	1/18/2015	TX	DIMMIT	432	338	22325
TX7680128-005	1A	LARRY W HENRICHSON	CHESAPEAKE EXPLORATION LLC	1/18/2012	1/18/2015	TX	DIMMIT	432	338	22325
		LEIGH ANN & RICHARD L MALONE	CHESAPEAKE EXPLORATION LLC	2/11/2010	2/11/2013	TX	DIMMIT	382	641	14364
TX7680128-003	1A	LEONARD, III & GINGER L ARCHE	CHESAPEAKE EXPLORATION LLC	2/11/2010	2/11/2013	TX	DIMMIT	382	643	14365
42-0012860-000	1A	LIGHT LAND & MINERALS LLC	CHESAPEAKE EXPLORATION LLC	3/31/2020	9/30/2020	TX	DIMMIT	656	670	52749
42-0012860-000	2A	LIGHT LAND & MINERALS LLC	CHESAPEAKE EXPLORATION LLC	3/31/2020	9/30/2020	TX	DIMMIT	656	670	52749
TX7680128-004	1A	LINDA CAROL & JOHN W RIHN	CHESAPEAKE EXPLORATION LLC	2/11/2010	2/11/2013	TX	DIMMIT	382	635	14361
TX7680128-001	1A	LYTLE C & VENECIA ARCHE	CHESAPEAKE EXPLORATION LLC	2/10/2010	2/10/2013	TX	DIMMIT	382	637	14362
42-0000071-000	1A	MAIN PLAZA CORPORATION	CHESAPEAKE EXPLORATION LLC	6/15/2012	6/15/2013	TX	DIMMIT	444	338	24394
TX7680189-001 TX7680189-001	1A 2A	MANUEL A, JR & VELMA CORREA	SAGE ENERGY CO	3/20/2008	3/20/2011	TX	DIMMIT	349	507	10401
TX7680189-001		MANUEL A, JR & VELMA CORREA	SAGE ENERGY CO	3/20/2008	3/20/2011	TX	DIMMIT	349	507	10401
	3A	MANUEL A, JR & VELMA CORREA	SAGE ENERGY CO	3/20/2008	3/20/2011	TX	DIMMIT	349	507	10401
TX7680189-001 TX7680189-001	4A 5A	MANUEL A, JR & VELMA CORREA	SAGE ENERGY CO	3/20/2008	3/20/2011	TX	DIMMIT	349	507	10401
TV7500330 005		MANUEL A, JR & VELMA CORREA	SAGE ENERGY CO	3/20/2008	3/20/2011	TX	DIMMIT	349	507	10401
TX7680339-005	10A	MARCIEL SOECHTING FAMILY, LP	CHESAPEAKE EXPLORATION LLC	6/11/2010	6/11/2013	TX	DIMMIT	389	687	15596
TX7680339-005	11A 12A	MARCIEL SOECHTING FAMILY, LP	CHESAPEAKE EXPLORATION LLC	6/11/2010	6/11/2013	TX	DIMMIT	389	687	15596
TX7680339-005	13A	MARCIEL SOECHTING FAMILY, LP MARCIEL SOECHTING FAMILY, LP	CHESAPEAKE EXPLORATION LLC	6/11/2010	6/11/2013	TX	DIMMIT	389	687	15596
TX7680339-005	13A 14A	MARCIEL SOECHTING FAMILY, LP	CHESAPEAKE EXPLORATION LLC	6/11/2010	6/11/2013	TX	DIMMIT	389	687	15596
TX7680339-005	2A	MARCIEL SOECHTING FAMILY, LP	CHESAPEAKE EXPLORATION LLC CHESAPEAKE EXPLORATION LLC	6/11/2010	6/11/2013	TX	DIMMIT	389	687	15596
TX7680339-005	3A	MARCIEL SOECHTING FAMILY, LP		6/11/2010	6/11/2013	TX	DIMMIT	389	687	15596
TX7680339-005	4A		CHESAPEAKE EXPLORATION LLC	6/11/2010	6/11/2013	TX	DIMMIT	389	687	15596
TX7680339-005		MARCIEL SOECHTING FAMILY, LP	CHESAPEAKE EXPLORATION LLC	6/11/2010	6/11/2013	TX	DIMMIT	389	687	15596
TX7680339-005	5A	MARCIEL SOECHTING FAMILY, LP	CHESAPEAKE EXPLORATION LLC	6/11/2010	6/11/2013	TX	DIMMIT	389	687	15596
TX7680339-005	6A	MARCIEL SOECHTING FAMILY, LP	CHESAPEAKE EXPLORATION LLC	6/11/2010	6/11/2013	TX	DIMMIT	389	687	15596
	7A	MARCIEL SOECHTING FAMILY, LP	CHESAPEAKE EXPLORATION LLC	6/11/2010	6/11/2013	TX	DIMMIT	389	687	15596
TX7680339-005	9A	MARCIEL SOECHTING FAMILY, LP	CHESAPEAKE EXPLORATION LLC	6/11/2010	6/11/2013	TX	DIMMIT	389	687	15596
TX7680128-002	1A	MARIJO MCCOY ARCHE	CHESAPEAKE EXPLORATION LLC	2/11/2010	2/11/2013	TX	DIMMIT	382	639	14363
TX7680421-000	2A	MARMION MARITAL TRUST ET AL	CHESAPEAKE EXPLORATION LLC	8/13/2010	8/13/2013	TX	DIMMIT	397	556	16865
TX7683500-000	1A	MARY E HATFIELD	CHESAPEAKE EXPLORATION LLC	3/16/2011	3/16/2014	TX	DIMMIT	407	175	18476
TX7680156-003	10A	PROVIDENCE MINERALS LLC	CHESAPEAKE EXPLORATION LLC	9/23/2010	9/23/2013	TX	DIMMIT	397	563	16867
TX7680156-003	1A	PROVIDENCE MINERALS LLC	CHESAPEAKE EXPLORATION LLC	9/23/2010	9/23/2013	TX	DIMMIT	397	563	16867
TX7680156-003	2A	PROVIDENCE MINERALS LLC	CHESAPEAKE EXPLORATION LLC	9/23/2010	9/23/2013	TX	DIMMIT	397	563	16867
TX7680156-003	3A	PROVIDENCE MINERALS LLC	CHESAPEAKE EXPLORATION LLC	9/23/2010	9/23/2013	TX	DIMMIT	397	563	16867
TX7680156-003	4A	PROVIDENCE MINERALS LLC	CHESAPEAKE EXPLORATION LLC	9/23/2010	9/23/2013	TX	DIMMIT	397	563	16867
TX7680156-003	5A	PROVIDENCE MINERALS LLC	CHESAPEAKE EXPLORATION LLC	9/23/2010	9/23/2013	TX	DIMMIT	397	563	16867
TX7680156-003	6A	PROVIDENCE MINERALS LLC	CHESAPEAKE EXPLORATION LLC	9/23/2010	9/23/2013	TX	DIMMIT	397	563	16867
TX7680156-003	7A	PROVIDENCE MINERALS LLC	CHESAPEAKE EXPLORATION LLC	9/23/2010	9/23/2013	TX	DIMMIT	397	563	16867
TX7680156-003	8A	PROVIDENCE MINERALS LLC	CHESAPEAKE EXPLORATION LLC	9/23/2010	9/23/2013	TX	DIMMIT	397	563	16867
TX7680156-003	9A	PROVIDENCE MINERALS LLC	CHESAPEAKE EXPLORATION LLC	9/23/2010	9/23/2013	TX	DIMMIT	397	563	16867
TX0019207-000	1A	RICHARD F BRADBERRY	JOINT RESOURCES COMPANY	4/9/2010	4/9/2013	TX	DIMMIT	384	55	14597
TX0019207-000	2A	RICHARD F BRADBERRY	JOINT RESOURCES COMPANY	4/9/2010	4/9/2013	TX	DIMMIT	384	55	14597
TX7680148-001	1A	SARAH ELIZABETH MCFADIN	CHESAPEAKE EXPLORATION LLC	2/12/2010	2/12/2013	TX	DIMMIT	385	515	14880
TX7680148-001	2A	SARAH ELIZABETH MCFADIN	CHESAPEAKE EXPLORATION LLC	2/12/2010	2/12/2013	TX	DIMMIT	385	515	14880
TV7690149 001	3A	SARAH ELIZABETH MCFADIN	CHESAPEAKE EXPLORATION LLC	2/12/2010	2/12/2013	TX	DIMMIT	385	515	14880
TX7680148-001					-11				210	A4000
TX7680148-001	4A	SARAH ELIZABETH MCFADIN	CHESAPEAKE EXPLORATION LLC	2/12/2010	2/12/2013	TX	DIMMIT	385	515	14880

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TX7680150-000	1A	SARAH ELIZABETH MCFADIN	CHESAPEAKE EXPLORATION LLC	2/12/2010	2/12/2015	TX	DIMMIT	385	513	14879
TX7680150-000	2A	SARAH ELIZABETH MCFADIN	CHESAPEAKE EXPLORATION LLC	2/12/2010	2/12/2015	TX	DIMMIT	385	513	14879
TX7680150-000	3A	SARAH ELIZABETH MCFADIN	CHESAPEAKE EXPLORATION LLC	2/12/2010	2/12/2015	TX	DIMMIT	385	513	14879
TX7680150-000	4A	SARAH ELIZABETH MCFADIN	CHESAPEAKE EXPLORATION LLC	2/12/2010	2/12/2015	TX	DIMMIT	385	513	14879
TX7680150-000	5A	SARAH ELIZABETH MCFADIN	CHESAPEAKE EXPLORATION LLC	2/12/2010	2/12/2015	TX	DIMMIT	385	513	14879
TX7680150-000 TX7680150-000	6A 7A	SARAH ELIZABETH MCFADIN	CHESAPEAKE EXPLORATION LLC CHESAPEAKE EXPLORATION LLC	2/12/2010 2/12/2010	2/12/2015 2/12/2015	TX TX	DIMMIT	385 385	513 513	14879 14879
TX7680150-000	7A 8A	SARAH ELIZABETH MCFADIN SARAH ELIZABETH MCFADIN	CHESAPEAKE EXPLORATION LLC	2/12/2010	2/12/2015	TX	DIMMIT	385	513	14879
42-0000251-001	10A	TAO C BENNETT TESTAMENTARY TR	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	175	25801
42-0000251-001	11A	TAO C BENNETT TESTAMENTARY TR	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	175	25801
42-0000251-001	1A	TAO C BENNETT TESTAMENTARY TR	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	175	25801
42-0000251-001	2A	TAO C BENNETT TESTAMENTARY TR	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	175	25801
42-0000251-001	3A	TAO C BENNETT TESTAMENTARY TR	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	175	25801
42-0000251-001	4A	TAO C BENNETT TESTAMENTARY TR	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	175	25801
42-0000251-001	5A	TAO C BENNETT TESTAMENTARY TR	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	175	25801
42-0000251-001	6A	TAO C BENNETT TESTAMENTARY TR	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	175	25801
42-0000251-001	7A	TAO C BENNETT TESTAMENTARY TR	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453 453	175 175	25801 25801
42-0000251-001 42-0000251-001	8A 9A	TAO C BENNETT TESTAMENTARY TR TAO C BENNETT TESTAMENTARY TR	CHESAPEAKE EXPLORATION LLC CHESAPEAKE EXPLORATION LLC	9/4/2012 9/4/2012	9/4/2014 9/4/2014	TX TX	DIMMIT	453	175	25801
TX7680156-002	1A	TEXAS OSAGE ROYALTY POOL, INC	CHESAPEAKE EXPLORATION LLC	7/16/2010	7/16/2013	TX	DIMMIT	389	6	15465
TX7680156-002	2A	TEXAS OSAGE ROYALTY POOL, INC	CHESAPEAKE EXPLORATION LLC	7/16/2010	7/16/2013	TX	DIMMIT	389	6	15465
TX7680156-002	3A	TEXAS OSAGE ROYALTY POOL, INC	CHESAPEAKE EXPLORATION LLC	7/16/2010	7/16/2013	TX	DIMMIT	389	6	15465
TX7680156-002	4A	TEXAS OSAGE ROYALTY POOL, INC	CHESAPEAKE EXPLORATION LLC	7/16/2010	7/16/2013	TX	DIMMIT	389	6	15465
TX7680156-002	5A	TEXAS OSAGE ROYALTY POOL, INC	CHESAPEAKE EXPLORATION LLC	7/16/2010	7/16/2013	TX	DIMMIT	389	6	15465
TX7680156-002	6A	TEXAS OSAGE ROYALTY POOL, INC	CHESAPEAKE EXPLORATION LLC	7/16/2010	7/16/2013	TX	DIMMIT	389	6	15465
TX7680156-002	7A	TEXAS OSAGE ROYALTY POOL, INC	CHESAPEAKE EXPLORATION LLC	7/16/2010	7/16/2013	TX	DIMMIT	389	6	15465
TX7680156-002	8A	TEXAS OSAGE ROYALTY POOL, INC	CHESAPEAKE EXPLORATION LLC	7/16/2010	7/16/2013	TX	DIMMIT	389	6	15465
TX7680165-001	1A	TEXAS OSAGE ROYALTY POOL, INC	SAGE ENERGY CO	8/14/2008	8/14/2011	TX	DIMMIT	351	207	10762
TX7680165-001	2A	TEXAS OSAGE ROYALTY POOL, INC	SAGE ENERGY CO	8/14/2008	8/14/2011 8/14/2011	TX	DIMMIT	351 351	207	10762 10762
TX7680165-001 TX7680165-001	5A 6A	TEXAS OSAGE ROYALTY POOL, INC	SAGE ENERGY CO	8/14/2008 8/14/2008	8/14/2011	TX	DIMMIT	351	207	10762
TX7680165-001	1A	TEXAS OSAGE ROYALTY POOL, INC	CHESAPEAKE EXPLORATION LLC	7/16/2010	7/16/2013	TX	DIMMIT	389	4	15464
TX7680392-001	2A	TEXAS OSAGE ROYALTY POOL, INC	CHESAPEAKE EXPLORATION LLC	7/16/2010	7/16/2013	TX	DIMMIT	389	4	15464
TX7680392-001	3A	TEXAS OSAGE ROYALTY POOL, INC	CHESAPEAKE EXPLORATION LLC	7/16/2010	7/16/2013	TX	DIMMIT	389	4	15464
42-0000251-002	10A	THE CIRO CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	178	25802
42-0000251-002	11A	THE CIRO CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	178	25802
42-0000251-002	1A	THE CIRO CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	178	25802
42-0000251-002	2A	THE CIRO CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	178	25802
42-0000251-002	3A	THE CIRO CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	178	25802
42-0000251-002	4A	THE CIRO CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	178	25802
42-0000251-002	5A	THE CIRO CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	178	25802
42-0000251-002	6A	THE CIRO CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	178	25802
42-0000251-002	7A	THE CIRO CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012 9/4/2012	9/4/2014	TX	DIMMIT	453 453	178	25802 25802
42-0000251-002 42-0000251-002	8A 9A	THE CIRO CHITTIM TESTAMENTARY THE CIRO CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	178	25802
42-0000251-002	1A	THE FIRST CHURCH OF CHRIST	CHESAPEAKE EXPLORATION LLC	3/14/2014	3/14/2017	TX	DIMMIT	518	19	34497
42-0000060-007	2A	THE FIRST CHURCH OF CHRIST	CHESAPEAKE EXPLORATION LLC	3/14/2014	3/14/2017	TX	DIMMIT	518	19	34497
42-0000251-003	10A	THE JAMES CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	181	25803
42-0000251-003	11A	THE JAMES CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	181	25803
42-0000251-003	1A	THE JAMES CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	181	25803
42-0000251-003	2A	THE JAMES CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	181	25803
42-0000251-003	3A	THE JAMES CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	181	25803
42-0000251-003	4A	THE JAMES CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	181	25803
42-0000251-003	5A	THE JAMES CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	181	25803
42-0000251-003 42-0000251-003	6A 7A	THE JAMES CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453 453	181	25803 25803
42-0000251-003	8A	THE JAMES CHITTIM TESTAMENTARY THE JAMES CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	181	25803
42-0000251-003	9A	THE JAMES CHITTIM TESTAMENTARY	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2014	TX	DIMMIT	453	181	25803
42-0002150-001	10A	THELMA NEAL CHITTIM TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	272	26529
42-0002150-001	11A	THELMA NEAL CHITTIM TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	272	26529
42-0002150-001	1A	THELMA NEAL CHITTIM TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	272	26529
42-0002150-001	2A	THELMA NEAL CHITTIM TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	272	26529
42-0002150-001	3A	THELMA NEAL CHITTIM TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	272	26529
42-0002150-001	4A	THELMA NEAL CHITTIM TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	272	26529
42-0002150-001 42-0002150-001	5A 6A	THELMA NEAL CHITTIM TUW THELMA NEAL CHITTIM TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015 9/4/2015	TX	DIMMIT	458 458	272	26529 26529
42-0002150-001	7A	THELMA NEAL CHITTIM TUW THELMA NEAL CHITTIM TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	272	26529
42-0002150-001	8A	THELMA NEAL CHITTIM TOW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	272	26529
42-0002150-001	9A	THELMA NEAL CHITTIM TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	272	26529
42-0002150-003	10A	THELMA NEAL CHITTIM TUW FBO	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	274	26530
42-0002150-003	11A	THELMA NEAL CHITTIM TUW FBO	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	274	26530
42-0002150-003	1A	THELMA NEAL CHITTIM TUW FBO	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	274	26530
42-0002150-003	2A	THELMA NEAL CHITTIM TUW FBO	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	274	26530
42-0002150-003	3A	THELMA NEAL CHITTIM TUW FBO	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	274	26530
42-0002150-003	4A	THELMA NEAL CHITTIM TUW FBO	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	274	26530
42-0002150-003 42-0002150-003	5A 6A	THELMA NEAL CHITTIM TUW FBO	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458 458	274	26530
42-0002150-003	7A	THELMA NEAL CHITTIM TUW FBO THELMA NEAL CHITTIM TUW FBO	CHESAPEAKE EXPLORATION LLC CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	274	26530 26530
42-0002150-003	8A	THELMA NEAL CHITTIM TOW FBO	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	274	26530
42-0002150-003	9A	THELMA NEAL CHITTIM TOW FBO	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	274	26530
42-0002153-001	10A	THELMA NEAL TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	276	26531
42-0002153-001	11A	THELMA NEAL TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	276	26531
42-0002153-001	1A	THELMA NEAL TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	276	26531
42-0002153-001	2A	THELMA NEAL TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	276	26531
42-0002153-001	3A	THELMA NEAL TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	276	26531
42-0002153-001	4A	THELMA NEAL TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	276	26531
42-0002153-001	5A	THELMA NEAL TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	276	26531
42-0002153-001	6A	THELMA NEAL TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	276	26531
42-0002153-001 42-0002153-001	7A 8A	THELMA NEAL TUW THELMA NEAL TUW	CHESAPEAKE EXPLORATION LLC CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458 458	276	26531 26531
42-0002153-001	9A	THELMA NEAL TUW	CHESAPEAKE EXPLORATION LLC	9/4/2012	9/4/2015	TX	DIMMIT	458	276	26531
42-0002133-001	1A	THOMAS DON NOAH	CHESAPEAKE EXPLORATION LLC	4/1/2013	4/1/2016	TX	DIMMIT	476	732	29225
		THOMAS DON NOAH	CHESAPEAKE EXPLORATION LLC	4/1/2013	4/1/2016	TX	DIMMIT	476	732	29225
42-0000458-002	2A	THOMAS DOM NOAH	CHESAFEARE EXPLORATION LLC	4/1/2013	4/1/2010					

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42-0000458-002	4A	THOMAS DON NOAH	CHESAPEAKE EXPLORATION LLC	4/1/2013	4/1/2016	TX	DIMMIT	476	732	29225
42-0000458-002	5A	THOMAS DON NOAH	CHESAPEAKE EXPLORATION LLC	4/1/2013	4/1/2016	TX	DIMMIT	476	732	29225
42-002663-019	2A	WALTER, JR & ELLEN MADALINSKI	CHESAPEAKE EXPLORATION LLC	11/10/2011	11/10/2014	TX	DIMMIT	595	327	00096052
42-002663-019	4A	WALTER, JR & ELLEN MADALINSKI	CHESAPEAKE EXPLORATION LLC	11/10/2011	11/10/2014	TX	DIMMIT	595	327	00096052
42-002663-019	6A	WALTER, JR & ELLEN MADALINSKI	CHESAPEAKE EXPLORATION LLC	11/10/2011	11/10/2014	TX	DIMMIT	595	327	00096052

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
643909	BLAKEWAY 1 D DIM 3H	CHESAPEAKE OPERATING LLC	4212737377	TX	DIMMIT
658806	BLAKEWAY 2 D DIM 4H	CHESAPEAKE OPERATING LLC	4212737382	TX	DIMMIT
658805	BLAKEWAY 3 D DIM 2H	CHESAPEAKE OPERATING LLC	4212737380	TX	DIMMIT
652352	BLAKEWAY 4 A DIM 5H	CHESAPEAKE OPERATING LLC	4212737383	TX	DIMMIT
659860	BLAKEWAY HC1 H 5H	CHESAPEAKE OPERATING LLC	4212737640	TX	DIMMIT
659861	BLAKEWAY HC2 H 6H	CHESAPEAKE OPERATING LLC	4212737651	TX	DIMMIT
659862	BLAKEWAY HC4 E 3H	CHESAPEAKE OPERATING LLC	4212737642	TX	DIMMIT
635708	BLAKEWAY UNIT A DIM 1H	CHESAPEAKE OPERATING LLC	4212733848	TX	DIMMIT
652350	BLAKEWAY UNIT A DIM 3H	CHESAPEAKE OPERATING LLC	4212737356	TX	DIMMIT
652351	BLAKEWAY UNIT A DIM 4H	CHESAPEAKE OPERATING LLC	4212737358	TX	DIMMIT
644767	BOB ROTH UNIT A DIM 2H	CHESAPEAKE OPERATING LLC	4212734860	TX	DIMMIT
636485	HENRICHSON UNIT B 1H	CHESAPEAKE OPERATING LLC	4212737885	TX	DIMMIT
638172	HENRICHSON UNIT B 3H	CHESAPEAKE OPERATING LLC	4212737886	TX	DIMMIT
638173	HENRICHSON UNIT B 5H	CHESAPEAKE OPERATING LLC	4212733944	TX	DIMMIT
638174	HENRICHSON UNIT C DIM 2H	CHESAPEAKE OPERATING LLC	4212734074	TX	DIMMIT
648932	HENRICHSON UNIT C DIM B 4H	CHESAPEAKE OPERATING LLC	4212737887	TX	DIMMIT
640850	HENRICHSON UNIT D DIM 2H	CHESAPEAKE OPERATING LLC	4212734212	TX	DIMMIT
644264	SOECHTING DIM B 1H	CHESAPEAKE OPERATING LLC	4212734893	TX	DIMMIT

Mineral Interests

None.

Surface Assets

None.

W C

PG

Transferred Pipeline Assets

None.

Vehicles

None.

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Covered G & G Data

None.

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EXHIBIT B

Excluded Assets

1.	I 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

61093
MARIO Z. GARCIA
COUNTY CLERK
2023 Aug 03 at 10:29 AM
DIMM COUNTY, TAAS
BY DD DEPUT