

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 MCMULLEN

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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, COLLIC, 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 described on Exhibit A-1 attached hereto, 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 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"**);
- (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 described on Exhibit A-2 attached hereto (the **"Mineral Interests"**);
- (e) all surface fee interests and other surface property described on Exhibit A-3 attached hereto, and all buildings, offices, improvements, appurtenances, field offices and yards and associated equipment inventories 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 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

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) 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 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

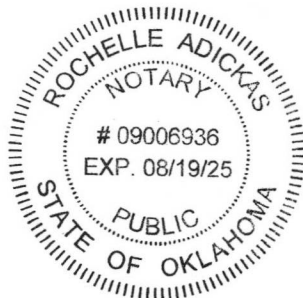
By: 
Name: Benjamin E. Russ
Title: Executive Vice President, General Counsel
and Corporate Secretary

ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA §
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COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 26th 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)



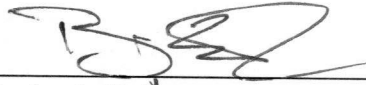

Notary Public, State of Oklahoma

Commission Expiration: 08/19/25

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

"ASSIGNOR"

**CHESAPEAKE LAND DEVELOPMENT
COMPANY, L.L.C.,**
an Oklahoma limited liability company

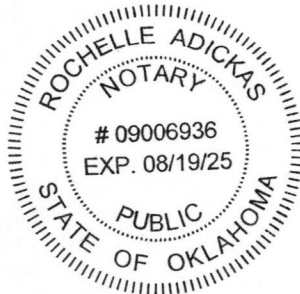
By: 
Name: Benjamin E. Russ
Title: Executive Vice President, General Counsel
and Corporate Secretary

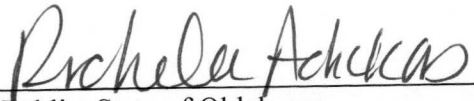
ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 26th day of July, 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

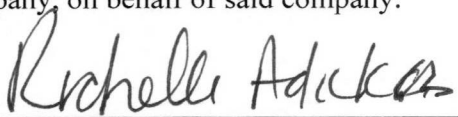
ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 26th 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 Expiration: 8/19/25
Commission No.: 09006936

"ASSIGNEE"

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

By: [Signature]
Name: Jack Collins
Title: Chief Executive Officer

ACKNOWLEDGEMENT

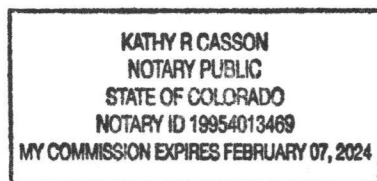
THE STATE OF Colo
COUNTY OF Denver

§
§
§

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

[Signature]
Notary Public, State of Colo

(Seal)



Commission Expiration: 2/7/2024

Commission No.: _____

EXHIBIT A-1

Real Property Interests; Wells

[See Attached.]

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
TX4980027-002	10A	DANIEL O POHL	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	384	66600
TX4980027-002	11A	DANIEL O POHL	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	384	66600
TX4980027-002	12A	DANIEL O POHL	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	384	66600
TX4980027-002	1A	DANIEL O POHL	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	384	66600
TX4980027-002	5A	DANIEL O POHL	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	384	66600
TX4980027-002	7A	DANIEL O POHL	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	384	66600
TX4980027-002	8A	DANIEL O POHL	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	384	66600
TX4980027-002	9A	DANIEL O POHL	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	384	66600
TX4980005-001	1A	PETER M TURNBULL	UNION GAS CORPORATION	10/13/2009	10/13/2012	TX	MCMULLEN	474	72-74	65347
TX4980005-001	2A	PETER M TURNBULL	UNION GAS CORPORATION	10/13/2009	10/13/2012	TX	MCMULLEN	474	72-74	65347
TX4980005-001	3A	PETER M TURNBULL	UNION GAS CORPORATION	10/13/2009	10/13/2012	TX	MCMULLEN	474	72-74	65347
TX4980005-001	4A	PETER M TURNBULL	UNION GAS CORPORATION	10/13/2009	10/13/2012	TX	MCMULLEN	474	72-74	65347
TX4980005-001	5A	PETER M TURNBULL	UNION GAS CORPORATION	10/13/2009	10/13/2012	TX	MCMULLEN	474	72-74	65347
TX4980005-001	6A	PETER M TURNBULL	UNION GAS CORPORATION	10/13/2009	10/13/2012	TX	MCMULLEN	474	72-74	65347
TX4980005-001	7A	PETER M TURNBULL	UNION GAS CORPORATION	10/13/2009	10/13/2012	TX	MCMULLEN	474	72-74	65347
TX4980001-002	1A	PETER TURNBULL	CHESAPEAKE EXPLORATION LLC	4/22/2010	4/22/2013	TX	MCMULLEN	484	234	66356
TX4980001-002	2A	PETER TURNBULL	CHESAPEAKE EXPLORATION LLC	4/22/2010	4/22/2013	TX	MCMULLEN	484	234	66356
TX4980027-005	10A	RANDY C STEWARD	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	385	66601
TX4980027-005	11A	RANDY C STEWARD	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	385	66601
TX4980027-005	12A	RANDY C STEWARD	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	385	66601
TX4980027-005	1A	RANDY C STEWARD	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	385	66601
TX4980027-005	5A	RANDY C STEWARD	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	385	66601
TX4980027-005	7A	RANDY C STEWARD	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	385	66601
TX4980027-005	8A	RANDY C STEWARD	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	385	66601
TX4980027-005	9A	RANDY C STEWARD	ENERGY & EXPLORATION PARTNERS	5/25/2010	5/25/2013	TX	MCMULLEN	486	385	66601

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

None.

EXHIBIT A-2

Mineral Interests

None.

EXHIBIT A-3

Surface Assets

None.

EXHIBIT A-4

Transferred Pipeline Assets

None.

EXHIBIT A-5

Vehicles

None.

EXHIBIT A-6

Covered G & G Data

None.

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

FILED FOR RECORD

This Aug 02, 2023 at 03:26P
MATTIE SADOVSKY
CLERK COUNTY COURT McMULLEN CO. TX
BY: Victoria Streeter

THE STATE OF TEXAS
COUNTY OF McMULLEN
I, MATTIE SADOVSKY, Clerk of the County Court
of said county, do hereby certify that the foregoing
instrument of writing, with its certificate of
authentication was filed for record in my office
this Aug 02, 2023 at 03:26P and duly recorded the
Aug 02, 2023 in the McMullen County Records of said
County, in VOL. 194 on PAGE 530.
Witness my hand and the seal of the County Court of said
County at the office in TILDEN, TEXAS
the day and year last above written.

MATTIE SADOVSKY
CLERK, COUNTY COURT, McMULLEN COUNTY, TEXAS

BY: Victoria Streeter

