ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF TEXAS §
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"), and CHESAPEAKE ROYALTY, L.L.C., an Oklahoma limited liability company ("CRLLC" and together with CELLC, COLLC and CMLLC, each, an "Assignor" and, collectively, "Assignors") and SILVERBOW RESOURCES OPERATING, LLC, a Texas limited liability company ("Assignee"). 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"):

all oil and gas leases, oil, gas and mineral leases, subleases, record title, operating rights, other leaseholds, working interests and net revenue interests, in each case, located in the Target Area, including those described on Exhibit A-1 attached hereto, and also including, for the avoidance of doubt, any oil and gas leases, oil, gas and mineral leases, subleases, record title, operating rights, other leaseholds, working interests and net revenue interests specifically described on Exhibit A-1 whether or not located within the Target Area, whether producing or non-producing, together with all royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests, and other Hydrocarbon interests of any kind or character created thereby, derived therefrom or attributable thereto, as well as all amendments, renewals, extensions or ratifications thereof (collectively, the "Real Property Interests");

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- (b) all oil, gas, water, injection and disposal wells located on or within the Target Area, whether producing, shut-in, plugged or abandoned, including those wells described on Exhibit A-1 attached hereto, and also including, for the avoidance of doubt, any wells specifically described on Exhibit A-1 whether or not located within the Target Area (the "Wells") and all tangible personal property, equipment, fixtures, improvements and other appurtenances located in the Target Area or owned in connection with the production, treating, storing, transportation or marketing of 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, 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) to the Purchase and Sale Agreement (the "Equipment");
- (c) all presently existing unitization, pooling and/or communitization 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 and/or Wells 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 and/or Wells (collectively, the "Units");
- (d) all gathering lines, transmission lines, flow lines, gas lines, tubing, pumps, motors, gauges, valves, meters and other measurement equipment, and other machinery and equipment constituting part of the pipelines located in the Target Area, including those described on Exhibit A-2, and also including, for the avoidance of doubt, any such lines, machinery or equipment specifically described in Exhibit A-2 whether or not located within the Target Area (the "Transferred Pipeline Assets");
- (e) 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, including, without limitation: operating agreements, crude oil, condensate, and natural gas purchase and sale agreements, gathering agreements, transportation agreements, marketing, disposal or injection 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, FCC Licenses and any other similar contracts, agreements and instruments, including, the rights and obligations in and to any contracts and agreements listed on Exhibit A-4, any contracts and agreements listed on Schedule 5.14 to the Purchase and Sale Agreement to the extent assigned pursuant to the Midstream Assignments and those

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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 (expressly in the terms of such contracts, agreements or instruments) 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 (other than those listed on Exhibit A-4) and (iv) the instruments constituting the Real Property Interests and the assignments or conveyances in Assignors' chain of title to the same;

- (f) all Hydrocarbons in, on, under or produced from the Real Property Interests, Wells or Units from and after the Effective Time and the proceeds therefrom;
- (g) 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 fee or additional consideration is expressly required by the terms thereof, (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 any 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) electronic copies of all 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 (including environmental reports and incident reports), legal and accounting records, in each case, to the extent related to the Real Property Interests,

Units, Wells, Transferred Pipeline Assets, Contracts, Easements, or Assumed Obligations ("Records");

- (h) the vehicles set forth on Exhibit A-3 attached hereto;
- (i) all rights, benefits and obligations arising from or in connection with any Imbalances as of the Effective Time:
- (j) 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 the Closing;
- (k) all rights, claims and causes of action (including all rights of indemnity recovery, set-off or refunds) of Assignors or their Affiliates to the extent that such rights, claims or causes of action relate to the Assumed Obligations for which Assignee has an indemnification obligation or other indemnification obligations under the Purchase and Sale Agreement of Assignee;
- (1) the Permits; and
- (m) any real or personal property, located in the Target Area, or contract rights, in each case, that is primarily related to the ownership, operation or use of the other Properties but not otherwise described above.

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 the Permitted Encumbrances and 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. Notwithstanding anything to the contrary herein, Assignors shall have no liability for breach of the Special Warranty for matters for which and to the extent Assignee had knowledge prior to the Defect Notice Date that such matters constituted a Title Defect under the Purchase and Sale Agreement and failed to assert the same thereunder prior to the Defect Notice Date.

Section 1.3 Subrogation. To the extent permitted by Law, Assignee will be subrogated to Assignors' rights in and to the 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 and that do not constitute Assumed Obligations under the Purchase and Sale Agreement;
- (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 and do not constitute Assumed Obligations under the Purchase and Sale Agreement;
- (e) all rights of Assignors under Contracts attributable to periods before the Effective Time insofar as such rights do not constitute Assumed Obligations 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), (ii) under any bond, letter of credit or guarantee or (iii) relating to existing claims and causes of action that may be asserted against a Third Party in each case, to the extent that such items do not constitute Assumed Obligations under the Purchase and Sale Agreement;
- (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 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 or to the extent that such items constitute Assumed Obligations under the Purchase and Sale Agreement;

- (i) all trade credits, account receivables, note receivables, take-or-pay amounts receivable and other receivables attributable to the Properties (other than inventory for which an adjustment is made under Section 2.6(a) 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 and software licenses, *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;
- (l) all artwork and personal effects whether located on or among the Properties;
- (m) Properties retained by Assignors pursuant to Section 2.2.4 of the Purchase and Sale Agreement or excluded from the Properties at Closing pursuant to Section 2.4 of the Purchase and Sale Agreement or Section 5.1 of the Purchase and Sale Agreement, subject to the terms of such Sections of the Purchase and Sale Agreement;
- (n) all leased personal property;
- (o) all refunds with respect to (i) any Asset Taxes allocated to Assignors pursuant to Section 5.6 of the Purchase and Sale Agreement (but only to the extent that such Asset Taxes economically are borne by Assignors in accordance with the Purchase and Sale Agreement), (ii) Income Taxes of Assignors, or (iii) any Taxes attributable to the Excluded Assets, in each case, to the extent that such items do not constitute Assumed Obligations under the Purchase and Sale Agreement;
- (p) all drilling contracts, 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, to the extent such equipment is not used or held for use primarily in connection with the Properties; and

- (q) any other right or interest of any Assignor, including claims against Third Parties, to the extent related to the ownership of the Properties prior to the Effective Time to the extent (i) not described in Section 1.1(a) through Section 1.1(m) herein and (ii) that such items do not constitute Assumed Obligations under the Purchase and Sale Agreement.
- 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 August 11, 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 <u>Assumption</u>. Without limiting Assignee's rights to indemnity or other rights under the Purchase and Sale Agreement, Assignee's rights under the Special Warranty or Assignee's remedies under the R&W Insurance Policy, effective as of the Effective Time, Assignee hereby assumes all of the Assumed Obligations, subject to the terms of the Purchase and Sale Agreement.

ARTICLE II MISCELLANEOUS PROVISIONS

Section 2.1 <u>Limitations on Representations and Warranties.</u>

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 8.2.4 OF THE PURCHASE AND SALE AGREEMENT AND THE SPECIAL WARRANTY CONTAINED IN <u>SECTION 1.2</u> AND WITHOUT LIMITING ASSIGNEE'S REMEDIES UNDER THE R&W INSURANCE POLICY, 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

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- 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 8.2.4 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. 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 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

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AGREEMENT, THE CERTIFICATE DELIVERED AT CLOSING BY ASSIGNORS PURSUANT TO SECTION 8.2.4 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 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 8.2.4 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 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** <u>Severability</u>. 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, February 1, 2023 (the "**Effective Time**").
- Section 2.9 No Third Party Beneficiaries. Except as set forth in Section 13.25 of the Purchase and Sale Agreement, Section 13.27 of the Purchase and Sale Agreement and 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 <u>Choice of Law; Venue</u>. 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; *provided, however*, that any title-related matters regarding real property shall be governed by the Laws of the state in which such real property is located (to the extent mandatorily applicable) 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 13.15 (Waiver of Jury Trial, Special Damages, Etc.).

[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

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 $\frac{27^{1/2}}{1}$ day of November, 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:

Commission No.: 200/0483

"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

ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA

888

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on the $\frac{27^{1/2}}{1}$ day of November, 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: 2001 0483

Commission No.: 8/26/24

"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

ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA

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COUNTY OF OKLAHOMA

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This instrument was acknowledged before me on the 27¹ day of November, 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.

(Seal)



Notary Public, State of Oklahoma

Commission Expiration: 8/26/24

Commission No.: 700/0483

"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

888

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on the $\frac{27^{11}}{100}$ day of November, 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:

Commission No.: 200/0483

"ASSIGNEE"

SILVERBOW RESOURCES OPERATING, LLC,

a Texas limited liability company

Christil M. Bulis Name: Christopher M. Abundis

Title: Executive Vice President, Chief Financial

Officer and General Counsel

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF

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This instrument was acknowledged before me on the 3 H day of November, 2023 by Christopher M Abundis, Executive Vice President, Chief Financial Officer and General Counsel of SILVERBOW RESOURCES OPERATING, LLC, a Texas limited liability company.



Commission Expiration: 4/5/25

Commission No.: <u>6792893</u>

EXHIBIT A-1

Real Property Interests; Wells

See Attached.]			

EXHIBIT A-1 Real Property Interests

LEASE#	LESSOR	LESSEE	LEASE DATE	EXPIRATION DATE	STATE	COUNTY	воок	PAGE	INSTRUMENT NUMBER
42-0000050-001	STATE OF TEXAS - FAITH RANCH	CHESAPEAKE EXPLORATION LLC	5/1/2012	5/1/2014	Texas	Dimmit	436	210	23028
42-0010877-001	ST/TX - FAITH RANCH, LP	CHESAPEAKE EXPLORATION LLC	8/1/2014	2/1/2016	Texas	Dimmit	528	333	35934
TX7680123-000	GATES MINERAL COMPANY, LTD	CHESAPEAKE EXPLORATION LLC	2/1/2010	2/1/2013	Texas	Dimmit	2895	457	1063958
TX7686829-000	WESLEY WEST MINERALS, LTD	CHESAPEAKE EXPLORATION LLC	10/15/2010	12/15/2013	Texas	Dimmit	395	780	16612
TX7686830-001	WESLEY WEST MINERALS, ET AL	CHESAPEAKE EXPLORATION LLC	10/15/2010	12/15/2013	Texas	Dimmit	395	765	16611

EXHIBIT A-1

Wells

WELL NAME	OPERATOR	API	STATE	COUNTY
AN PEDRO FF UNIT R1H	CHESAPEAKE OPERATING LLC	4212736370	The second second second	DIMMIT
NA-M1H	CHESAPEAKE OPERATING LLC	4212737360	TX	DIMMIT
ANDY DIM S 2H	CHESAPEAKE OPERATING LLC	4212738222	TX	DIMMIT
AN PEDRO HH UNIT C 1H	CHESAPEAKE OPERATING LLC	4212736650	TX	DIMMIT
10-CHK-B TR1-8H	CHESAPEAKE OPERATING LLC	4212733813	TX	DIMMIT
AN PEDRO-14H	CHESAPEAKE OPERATING LLC	4212737478	TX	DIMMIT
ONITA-J2H	CHESAPEAKE OPERATING LLC	4212734190	TX	DIMMIT
ANDY DIM F 2H	CHESAPEAKE OPERATING LLC	4212734323	TX	DIMMIT
ONITA-C2H	CHESAPEAKE OPERATING LLC	4212735960	TX	DIMMIT
ANA BB UNIT K8H	CHESAPEAKE OPERATING LLC	4212737374	TX	DIMMIT
ONITA-Q3H	CHESAPEAKE OPERATING LLC	4212735638	TX	DIMMIT
ONITA-P1H	CHESAPEAKE OPERATING LLC	4212736437	TX	DIMMIT
10-CHK-B TR1-B6H	CHESAPEAKE OPERATING LLC	4212737332	TX	DIMMIT
ONITA-H3H	CHESAPEAKE OPERATING LLC	4212736107	TX	DIMMIT
N PEDRO-J2H	CHESAPEAKE OPERATING LLC	4212735505	TX	DIMMIT
ONITA F UNIT I1H	CHESAPEAKE OPERATING LLC	4212734326	TX	DIMMIT
LO-CHK-B TR1-K3H	CHESAPEAKE OPERATING LLC	4212734348	TX	DIMMIT
N PEDRO-R2H	CHESAPEAKE OPERATING LLC	4212736368	TX	DIMMIT
LO-CHK-B TR1-K4H	CHESAPEAKE OPERATING LLC	4212734350	TX	DIMMIT
NITA E UNIT J 1H	CHESAPEAKE OPERATING LLC	4212734322	TX	DIMMIT
NA-M2H	CHESAPEAKE OPERATING LLC	4212737361	TX	DIMMIT
N PEDRO P UNIT E1H	CHESAPEAKE OPERATING LLC	4212734761	TX	DIMMIT
PRO DIM B 4H	CHESAPEAKE OPERATING LLC	4212737735	TX	DIMMIT
NDY DIM A 1H	CHESAPEAKE OPERATING LLC	4212733972	TX	DIMMIT
.0-CHK-B TR1 C9H	CHESAPEAKE OPERATING LLC	4212738409	TX	DIMMIT
NA U UNIT L5H	CHESAPEAKE OPERATING LLC	4212737367	TX	DIMMIT
NITA-F1H	CHESAPEAKE OPERATING LLC	4212735745	TX	DIMMIT
NDY DIM K 3H	CHESAPEAKE OPERATING LLC	4212736204	TX	DIMMIT
NITA-F2H	CHESAPEAKE OPERATING LLC	4212735746	TX	DIMMIT
NITA N UNIT K1H	CHESAPEAKE OPERATING LLC	4212734658	TX	DIMMIT
NA G UNIT D 7H	CHESAPEAKE OPERATING LLC	4212738413	TX	DIMMIT
NITA L UNIT 11H	CHESAPEAKE OPERATING LLC	4212734327	TX	DIMMIT
N PEDRO-F1H	CHESAPEAKE OPERATING LLC	4212734187	TX	DIMMIT
N PEDRO F UNIT B1H	CHESAPEAKE OPERATING LLC	4212734294	TX	DIMMIT
UTH TORO CHK WSW	CHESAPEAKE OPERATING LLC	4212734294	TX	
RO DIM C 7H	CHESAPEAKE OPERATING LLC	4212735881	TX	DIMMIT
NITA-E4H	CHESAPEAKE OPERATING LLC	4212736472	TX	DIMMIT
NITA-F3H	CHESAPEAKE OPERATING LLC	4212735747	TX	DIMMIT
N PEDRO-P2H	CHESAPEAKE OPERATING LLC	4212737445		
NITA-I2H	CHESAPEAKE OPERATING LLC	4212734244	TX	DIMMIT
N PEDRO AA UNIT M1H	CHESAPEAKE OPERATING LLC		TX	DIMMIT
N PEDRO I UNIT E1H	CHESAPEAKE OPERATING LLC	4212736617	TX	DIMMIT
NITA-E3H				DIMMIT
			_	DIMMIT
			_	DIMMIT
N		ITA-E3H CHESAPEAKE OPERATING LLC PEDRO-F4H CHESAPEAKE OPERATING LLC	ITA-E3H CHESAPEAKE OPERATING LLC 4212736473 PEDRO-F4H CHESAPEAKE OPERATING LLC 4212737151	ITA-E3H CHESAPEAKE OPERATING LLC 4212736473 TX PEDRO-F4H CHESAPEAKE OPERATING LLC 4212737151 TX

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WELL#	WELL NAME	OPERATOR	API	STATE	COUNTY
643636	FAITH-SAN PEDRO-J1H	CHESAPEAKE OPERATING LLC	4212735502	TX	DIMMIT
652603	FAITH-BONITA-O1H	CHESAPEAKE OPERATING LLC	4212736695	TX	DIMMIT
659598	FAITH-TORO W UNIT DIM E1H	CHESAPEAKE OPERATING LLC	4212737678	TX	DIMMIT
650614	FAITH-BONITA-D4H	CHESAPEAKE OPERATING LLC	4212736522	TX	DIMMIT
645282	FAITH-SANDY DIM J 1H	CHESAPEAKE OPERATING LLC	4212735055	TX	DIMMIT
649597	FAITH-SANDY DIM B 4H	CHESAPEAKE OPERATING LLC	4212735622	TX	DIMMIT
650854	FAITH-SAN PEDRO-Q3H	CHESAPEAKE OPERATING LLC	4212735937	TX	DIMMIT
644001	GATES 010-CHK-B TR1-K5H	CHESAPEAKE OPERATING LLC	4212734569	TX	DIMMIT
650853	FAITH-SAN PEDRO-Q2H	CHESAPEAKE OPERATING LLC	4212735936	TX	DIMMIT
635705	FAITH-SAN PEDRO-C1H	CHESAPEAKE OPERATING LLC	4212733869	TX	DIMMIT
642956	FAITH-SAN PEDRO-H2H	CHESAPEAKE OPERATING LLC	4212737450	TX	DIMMIT
642687	FAITH-TORO DIM E1H	CHESAPEAKE OPERATING LLC	4212737677	TX	DIMMIT
659910	FAITH-TORO R UNIT DIM D1H	CHESAPEAKE OPERATING LLC	4212737696	TX	DIMMIT
650656	FAITH-SANDY DIM K 8H	CHESAPEAKE OPERATING LLC	4212736187	TX	DIMMIT
836271	FAITH-SAN PEDRO-J3H	CHESAPEAKE OPERATING LLC	4212735503	TX	DIMMIT
674330	FAITH-YANA J UNIT R 3H	CHESAPEAKE OPERATING LLC	4212738658	TX	DIMMIT
650654	FAITH-SANDY B UNIT DIM K 1H	CHESAPEAKE OPERATING LLC	4212736205	TX	DIMMIT
637286	FAITH-YANA-F2H	CHESAPEAKE OPERATING LLC	4212733988	TX	DIMMIT
644531	FAITH-TORO J UNIT DIM A 1H	CHESAPEAKE OPERATING LLC	4212734617	TX	DIMMIT
646725	FAITH-SAN PEDRO-J4H	CHESAPEAKE OPERATING LLC	4212735504	TX	DIMMIT
639497	FAITH-YANA A UNIT C1H	CHESAPEAKE OPERATING LLC	4212734202	TX	DIMMIT
639508	FAITH-SANDY DIM F 1H	CHESAPEAKE OPERATING LLC	4212734321	TX	DIMMIT
655945	FAITH-YANA W UNIT L7H	CHESAPEAKE OPERATING LLC	4212737371	TX	DIMMIT
667260	FAITH-SANDY E UNIT DIM S 4H	CHESAPEAKE OPERATING LLC	4212738227	TX	DIMMIT
642458	GATES 010-CHK-B TR1-K2H	CHESAPEAKE OPERATING LLC	4212734349	TX	DIMMIT
644530	FAITH-TORO K UNIT DIM A 1H	CHESAPEAKE OPERATING LLC	4212734618	TX	DIMMIT
650931	FAITH-BONITA-C8H	CHESAPEAKE OPERATING LLC	4212735966	TX	DIMMIT
658860	FAITH-SAN PEDRO-P3H	CHESAPEAKE OPERATING LLC	4212737446	TX	DIMMIT
657495	FAITH-TORO DIM C 9HU	CHESAPEAKE OPERATING LLC	4212737277	TX	DIMMIT
646756	FAITH-SAN PEDRO-M2H	CHESAPEAKE OPERATING LLC	4212736618	TX	DIMMIT
	FAITH-TORO DIM C 10HU	CHESAPEAKE OPERATING LLC	4212737281	TX	DIMMIT
636492	FAITH-YANA D 2H	CHESAPEAKE OPERATING LLC	4212733940	TX	DIMMIT
640832	FAITH-SANDY DIM B 1H	CHESAPEAKE OPERATING LLC	4212734210	TX	DIMMIT
	FAITH-TORO DIM A UNIT A 1H	CHESAPEAKE OPERATING LLC	4212734468	TX	DIMMIT
656011	FAITH-TORO DIM B 3H	CHESAPEAKE OPERATING LLC	4212737734	TX	DIMMIT
654107	FAITH-YANA-H3H	CHESAPEAKE OPERATING LLC	4212736748	TX	DIMMIT
641135	FAITH-BONITA-I1H	CHESAPEAKE OPERATING LLC	4212734243	TX	DIMMIT
642664	FAITH-SAN PEDRO G UNIT I1H	CHESAPEAKE OPERATING LLC	4212738241	TX	DIMMIT
647011	FAITH-BONITA-G4H	CHESAPEAKE OPERATING LLC	4212736759	TX	DIMMIT
650930	FAITH-BONITA-C5H	CHESAPEAKE OPERATING LLC	4212735963	TX	DIMMIT
	FAITH-SAN PEDRO C UNIT F1H	CHESAPEAKE OPERATING LLC	4212734298	TX	DIMMIT
651787	FAITH-BONITA-A2H	CHESAPEAKE OPERATING LLC	4212736461	TX	DIMMIT
	FAITH-YANA V UNIT L6H	CHESAPEAKE OPERATING LLC	4212737370	TX	DIMMIT
	FAITH-TORO DIM C 6H	CHESAPEAKE OPERATING LLC	4212735880	TX	DIMMIT
	FAITH-BONITA-C6H	CHESAPEAKE OPERATING LLC	4212735964	TX	DIMMIT
644488	FAITH-TORO DIM A 8H	CHESAPEAKE OPERATING LLC	4212734627	TX	DIMMIT
	FAITH-BONITA-A4H	CHESAPEAKE OPERATING LLC	4212736460	TX	DIMMIT
	FAITH-BONITA-H8H	CHESAPEAKE OPERATING LLC	4212736150	TX	DIMMIT
639480	FAITH-SANDY DIM B 2H	CHESAPEAKE OPERATING LLC	4212734219	TX	DIMMIT

WELL#	WELL NAME	OPERATOR	API	STATE	COUNTY
641310	FAITH-SAN PEDRO-L2H	CHESAPEAKE OPERATING LLC	4212734246	TX	DIMMIT
641358	FAITH-BONITA-E2H	CHESAPEAKE OPERATING LLC	4212734270		DIMMIT
646899	FAITH-YANA-E3H	CHESAPEAKE OPERATING LLC	4212735069	TX	DIMMIT
667263	FAITH-SANDY DIM M 5H	CHESAPEAKE OPERATING LLC	4212738225	TX	DIMMIT
651022	FAITH-SAN PEDRO R UNIT K1H	CHESAPEAKE OPERATING LLC	4212737711	TX	DIMMIT
639505	FAITH-BONITA D UNIT J1H	CHESAPEAKE OPERATING LLC	4212734290	TX	DIMMIT
651021	FAITH-SAN PEDRO EE UNIT K1H	CHESAPEAKE OPERATING LLC	4212737710	TX	DIMMIT
657498	FAITH-YANA-G5HU	CHESAPEAKE OPERATING LLC	4212737272	TX	DIMMIT
653384	FAITH-YANA M UNIT C1H	CHESAPEAKE OPERATING LLC	4212736714	TX	DIMMIT
638121	FAITH-SAN PEDRO K UNIT C1H	CHESAPEAKE OPERATING LLC	4212736674	TX	DIMMIT
649702	FAITH-BONITA-Q2H	CHESAPEAKE OPERATING LLC	4212735639	TX	DIMMIT
650903	FAITH-YANA-A3H	CHESAPEAKE OPERATING LLC	4212735876	TX	DIMMIT
646728	GATES 010-CHK-B TR1-C4H	CHESAPEAKE OPERATING LLC	4212735043	TX	DIMMIT
643981	FAITH-SANDY DIM A 3H	CHESAPEAKE OPERATING LLC	4212734544	TX	DIMMIT
652599	FAITH-BONITA X UNIT 01H	CHESAPEAKE OPERATING LLC	4212736689	TX	DIMMIT
641300	FAITH-SANDY DIM S 1H	CHESAPEAKE OPERATING LLC	4212734373	TX	DIMMIT
650904	FAITH-YANA-A4H	CHESAPEAKE OPERATING LLC	4212735877	TX	DIMMIT
644717	FAITH-BONITA O UNIT K1H	CHESAPEAKE OPERATING LLC	4212734655	TX	DIMMIT
643707	FAITH-SAN PEDRO T UNIT E1H	CHESAPEAKE OPERATING LLC	4212734917	TX	DIMMIT
650652	FAITH-SANDY DIM K 4H	CHESAPEAKE OPERATING LLC	4212736174	TX	DIMMIT
650834	FAITH-TORO DIM C 4H	CHESAPEAKE OPERATING LLC	4212735904	TX	DIMMIT
652605	FAITH-BONITA-N2H	CHESAPEAKE OPERATING LLC	4212736408	TX	DIMMIT
643995	FAITH-BONITA-H6H	CHESAPEAKE OPERATING LLC	4212736111	TX	DIMMIT
642907	GATES 010-CHK-B TR1-N1H	CHESAPEAKE OPERATING LLC	4212737215	TX	DIMMIT
652081	FAITH SOUTH BONITA 2 WSW	CHESAPEAKE OPERATING LLC	1212/3/213	TX	DIMMIT
641357	FAITH-BONITA-E1H	CHESAPEAKE OPERATING LLC	4212734269	TX	DIMMIT
637679	FAITH-BONITA H UNIT M1H	CHESAPEAKE OPERATING LLC	4212734438	TX	DIMMIT
646737	FAITH-SANDY DIM J 3H	CHESAPEAKE OPERATING LLC	4212735052	TX	DIMMIT
653392	FAITH-BONITA-O3H	CHESAPEAKE OPERATING LLC	4212736688	TX	DIMMIT
649595	FAITH-SANDY DIM B 3H	CHESAPEAKE OPERATING LLC	4212735623	TX	DIMMIT
638116	FAITH-SAN PEDRO-E2H	CHESAPEAKE OPERATING LLC	4212733943	TX	DIMMIT
644716	FAITH-BONITA P UNIT K1H	CHESAPEAKE OPERATING LLC	4212734654	TX	DIMMIT
659923 I	FAITH-TORO DIM D 5H	CHESAPEAKE OPERATING LLC	4212737690	TX	DIMMIT
650905 I	FAITH-YANA-F4H	CHESAPEAKE OPERATING LLC	4212735878	TX	DIMMIT
644489 F	FAITH-SAN PEDRO A1HT	CHESAPEAKE OPERATING LLC	4212734626	TX	DIMMIT
	AITH-BONITA-C7H	CHESAPEAKE OPERATING LLC	4212735965	TX	DIMMIT
651668 F	FAITH-BONITA V UNIT R 1H	CHESAPEAKE OPERATING LLC	4212736371	TX	DIMMIT
639565	GATES 010-CHK-B TR1-A6H	CHESAPEAKE OPERATING LLC	4212734281	TX	DIMMIT
638110 F	AITH-SAN PEDRO E UNIT B1H	CHESAPEAKE OPERATING LLC	4212734292	TX	DIMMIT
659907 F	AITH-SAN PEDRO M UNIT D1H	CHESAPEAKE OPERATING LLC	4212738228	TX	DIMMIT
		CHESAPEAKE OPERATING LLC	4212736673	TX	DIMMIT
	AITH-SAN PEDRO-O2H	CHESAPEAKE OPERATING LLC	4212737443	TX	DIMMIT
	AITH-SAN PEDRO U UNIT M1H	CHESAPEAKE OPERATING LLC	4212735115	TX	DIMMIT
	AITH-TORO Q UNIT DIM D1H	CHESAPEAKE OPERATING LLC	4212737695	TX	DIMMIT
	AITH-TORO D UNIT DIM B1H	CHESAPEAKE OPERATING LLC	4212734922	TX	DIMMIT
	SATES 010-CHK-B TR1-A3H	CHESAPEAKE OPERATING LLC	4212734357	TX	DIMMIT
	AITH-SAN PEDRO L UNIT C1H	CHESAPEAKE OPERATING LLC	4212736672		DIMMIT
	AITH-SAN PEDRO-K1H	CHESAPEAKE OPERATING LLC	4212734178		DIMMIT
650857 E	AITH-SAN PEDRO-Q4H	CHESAPEAKE OPERATING LLC	4212735938		DIMMIT

WELL#	WELL NAME	OPERATOR	API	STATE	COUNTY
650615	FAITH-BONITA-D3H	CHESAPEAKE OPERATING LLC	4212736506	TX	DIMMIT
642048	FAITH-SAN PEDRO H UNIT E1H	CHESAPEAKE OPERATING LLC	4212734352	TX	DIMMIT
644714	FAITH-BONITA Q UNIT K1H	CHESAPEAKE OPERATING LLC	4212734644	TX	DIMMIT
651669	FAITH-BONITA W UNIT M 1H	CHESAPEAKE OPERATING LLC	4212736454	TX	DIMMIT
655887	FAITH-YANA Z UNIT K6H	CHESAPEAKE OPERATING LLC	4212737366	TX	DIMMIT
637664	GATES 010-CHK-B TR1-A8H	CHESAPEAKE OPERATING LLC	4212734361	TX	DIMMIT
653358	FAITH-SAN PEDRO-A5H	CHESAPEAKE OPERATING LLC	4212737709	TX	DIMMIT
640945	FAITH-BONITA C UNIT L1H	CHESAPEAKE OPERATING LLC	4212734201	TX	DIMMIT
646721	FAITH-SAN PEDRO Y UNIT M1H	CHESAPEAKE OPERATING LLC	4212736619	TX	DIMMIT
639564	GATES 010-CHK-B TR1-N3H	CHESAPEAKE OPERATING LLC	4212737217	TX	DIMMIT
655886	FAITH-YANA Y UNIT K5H	CHESAPEAKE OPERATING LLC	4212737368	TX	DIMMIT
638644	FAITH-YANA-G3H	CHESAPEAKE OPERATING LLC	4212734790	TX	DIMMIT
643434	FAITH-TORO E UNIT DIM C1H	CHESAPEAKE OPERATING LLC	4212735892	TX	DIMMIT
637695	FAITH-TORO DIM A3H	CHESAPEAKE OPERATING LLC	4212734525	TX	DIMMIT
646804	GATES 010-CHK-B TR1-C7H	CHESAPEAKE OPERATING LLC	4212735048	TX	DIMMIT
646411	FAITH-SAN PEDRO X UNIT B1H	CHESAPEAKE OPERATING LLC	4212735015	TX	DIMMIT
	FAITH-BONITA-B3H	CHESAPEAKE OPERATING LLC	4212736715	TX	DIMMIT
653397	FAITH-BONITA-G1H	CHESAPEAKE OPERATING LLC	4212736757	TX	DIMMIT
639997	FAITH-SAN PEDRO-F2H	CHESAPEAKE OPERATING LLC	4212734192	TX	DIMMIT
655888	FAITH-YANA AA UNIT K7H	CHESAPEAKE OPERATING LLC	4212737372	TX	DIMMIT
650650	FAITH-SANDY DIM K 2H	CHESAPEAKE OPERATING LLC	4212736183	TX	DIMMIT
642056	GATES 010-CHK-B TR1-N2H	CHESAPEAKE OPERATING LLC	4212737216	TX	DIMMIT
	FAITH-YANA F UNIT D1H	CHESAPEAKE OPERATING LLC	4212736751	TX	DIMMIT
640674	FAITH-BONITA I UNIT K1H	CHESAPEAKE OPERATING LLC	4212734333	TX	DIMMIT
659207	FAITH-SAN PEDRO-D3H	CHESAPEAKE OPERATING LLC	4212737435	TX	DIMMIT
646562	GATES 010-CHK-B TR1-C3H	CHESAPEAKE OPERATING LLC	4212735058	TX	DIMMIT
649553	FAITH-SAN PEDRO BB UNIT I1H	CHESAPEAKE OPERATING LLC	4212738240	TX	DIMMIT
640944	FAITH-BONITA-L1H	CHESAPEAKE OPERATING LLC	4212734205	TX	DIMMIT
649979	FAITH-BONITA-F5H	CHESAPEAKE OPERATING LLC	4212735750	TX	DIMMIT
659208 I	FAITH-SAN PEDRO-P4H	CHESAPEAKE OPERATING LLC	4212737447	TX	DIMMIT
659906 F	FAITH-SAN PEDRO N UNIT D1H	CHESAPEAKE OPERATING LLC	4212738429	TX	DIMMIT
653396 F	AITH-BONITA-B6H	CHESAPEAKE OPERATING LLC	4212736713	TX	DIMMIT
637285 F	AITH-YANA-F1H	CHESAPEAKE OPERATING LLC	4212733989	TX	DIMMIT
642347	GATES 010-CHK-B TR1-A1H	CHESAPEAKE OPERATING LLC	4212734356	TX	DIMMIT
651525	GATES 010-CHK-B TR1-B5H	CHESAPEAKE OPERATING LLC	4212737331	TX	DIMMIT
653390 F	AITH-BONITA-B7H	CHESAPEAKE OPERATING LLC	4212736769	TX	DIMMIT
659909 F	AITH-TORO S UNIT DIM D1H	CHESAPEAKE OPERATING LLC	4212737697	TX	DIMMIT
675196 F	AITH-YANA I UNIT R 2H	CHESAPEAKE OPERATING LLC	4212738649	TX	DIMMIT
638106 F	AITH-YANA B UNIT C1H	CHESAPEAKE OPERATING LLC	4212734207	TX	DIMMIT
646802	GATES 010-CHK-B TR1-C1H	CHESAPEAKE OPERATING LLC	4212735050	TX	DIMMIT
	AITH-TORO DIM A4H	CHESAPEAKE OPERATING LLC	4212733030	TX	DIMMIT
652080 F	AITH PITWELL CHK WSW	CHESAPEAKE OPERATING LLC	,	TX	DIMMIT
642686 F	AITH-TORO T UNIT DIM I1H	CHESAPEAKE OPERATING LLC	4212737698	TX	DIMMIT
656009 F	AITH-TORO DIM B 1H	CHESAPEAKE OPERATING LLC	4212737732	TX	DIMMIT
651667 F	AITH-BONITA U UNIT M 1H	CHESAPEAKE OPERATING LLC	4212736455	TX	DIMMIT
643994 F	AITH-BONITA-H5H	CHESAPEAKE OPERATING LLC	4212736114	TX	DIMMIT
659597 F	AITH-TORO V UNIT DIM E1H	CHESAPEAKE OPERATING LLC	4212737680	TX	DIMMIT
659913 F	AITH-TORO M UNIT DIM B1H	CHESAPEAKE OPERATING LLC	4212737050	TX	DIMMIT
652075 5	AITH CATFISH CHK WSW	CHESAPEAKE OPERATING LLC		TX	DIMMIT

WELL#	WELL NAME	OPERATOR	API	STATE	COUNTY
639514	FAITH-SAN PEDRO D UNIT F1H	CHESAPEAKE OPERATING LLC	4212734268	TX	DIMMIT
658857	FAITH-SAN PEDRO-H4H	CHESAPEAKE OPERATING LLC	4212737451	TX	DIMMIT
647012	FAITH-BONITA K UNIT C1H	CHESAPEAKE OPERATING LLC	4212736743	TX	DIMMIT
652076	FAITH CHANNEL CHK WSW	CHESAPEAKE OPERATING LLC		TX	DIMMIT
639472	FAITH-SAN PEDRO A UNIT K1H	CHESAPEAKE OPERATING LLC	4212734191	TX	DIMMIT
639641	FAITH-BONITA J UNIT K1H	CHESAPEAKE OPERATING LLC	4212734289	TX	DIMMIT
641665	FAITH-TORO B UNIT DIM A 1H	CHESAPEAKE OPERATING LLC	4212734470	TX	DIMMIT
650833	FAITH-TORO DIM C 3H	CHESAPEAKE OPERATING LLC	4212735903	TX	DIMMIT
653395	FAITH-BONITA-B8H	CHESAPEAKE OPERATING LLC	4212736745	TX	DIMMIT
959900	FAITH-SAN PEDRO D 11H	CHESAPEAKE OPERATING LLC	4212738230	TX	DIMMIT
641352	FAITH-YANA-E2H	CHESAPEAKE OPERATING LLC	4212734241	TX	DIMMIT
638120	FAITH-SAN PEDRO DD UNIT B 1H	CHESAPEAKE OPERATING LLC	4212734258	TX	DIMMIT
646738	FAITH-SANDY DIM J 4H	CHESAPEAKE OPERATING LLC	4212735067	TX	DIMMIT
644000	GATES 010-CHK-B TR1-K1H	CHESAPEAKE OPERATING LLC	4212734560	TX	DIMMIT
658856	FAITH-SAN PEDRO-H3H	CHESAPEAKE OPERATING LLC	4212737449	TX	DIMMIT
651713	FAITH-BONITA-N1H	CHESAPEAKE OPERATING LLC	4212736398	TX	DIMMIT
643769	FAITH-YANA Q UNIT J1H	CHESAPEAKE OPERATING LLC	4212737363	TX	DIMMIT
652084	FAITH STRONG SIDE LEFT CHK WSW	CHESAPEAKE OPERATING LLC		TX	DIMMIT
639471	FAITH-BONITA-J1H	CHESAPEAKE OPERATING LLC	4212734188	TX	DIMMIT
647062	FAITH-SAN PEDRO Z UNIT M1H	CHESAPEAKE OPERATING LLC	4212735107	TX	DIMMIT
659275	FAITH-TORO DIM F2H	CHESAPEAKE OPERATING LLC	4212737689	TX	DIMMIT
635706	FAITH-BONITA-B1H	CHESAPEAKE OPERATING LLC	4212733928	TX	DIMMIT
651717	FAITH-BONITA-P2H	CHESAPEAKE OPERATING LLC	4212736438	TX	DIMMIT
646730	GATES 010-CHK-B TR1-C6H	CHESAPEAKE OPERATING LLC	4212735044	TX	DIMMIT
647061	FAITH-SAN PEDRO S UNIT M1H	CHESAPEAKE OPERATING LLC	4212735106	TX	DIMMIT
667261	FAITH-SANDY D UNIT DIM S 3H	CHESAPEAKE OPERATING LLC	4212738226	TX	DIMMIT

^{*}Surface owner retains ownership after the well is drilled but Seller retains ability to use and maintain during the life of the leases.

EXHIBIT A-2

Transferred Pipeline Assets

[See	Attached.]
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Distance of

Exhibit A-2 Transferred Pipeline Assets

DESCRIPTION	SEGMENT ID	FIELD	STATE NAME	COUNTY NAME
FAITH SANDY DIM M LIQUIDS PAD CONNECT	591946	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA 4" OIL LATERAL	572296	EAGLE FORD	TEXAS	DIMMIT
FAITH RINCON OIL TRUNKLINE	573189	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO OIL TRUNKLINE EXTENSION	572951	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO WEST OIL TRUNKLINE/FAITH BO	N 573176	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA 4" OIL LATERAL	572296	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA 8" LATERAL	589806	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA 8" NORTH LOOP	589770	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA A 1H OIL PL	572967	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA B 1H OIL PL	572968	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA C WELL CONNECT	588253	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA D 1H OIL PL	572963	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA E 1H OIL PL	573576	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA F PAD CONNECT	591457	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA G WELL CONNECT	589807	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA H WELL CONNECT	591458	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA I 1H OIL PL	572966	EAGLE FORD	TEXAS	
FAITH BONITA J 1H OIL PL	573177	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA K OIL PL	588258	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA L 1H OIL PL	573580	EAGLE FORD		DIMMIT
FAITH BONITA LOOP LINE	588397	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA M 1H OIL PL	573583		TEXAS	DIMMIT
FAITH BONITA N WELL CONNECT	585993	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA O PAD CONNECT	589820	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA P WELL CONNECT		EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA Q WELL CONNECT	586046	EAGLE FORD	TEXAS	DIMMIT
FAITH RINCON OIL TRUNKLINE	588238	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO 8" LOOP	573189	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO A 1H P OIL PL	589775	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO B OIL PL	573578	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO C 1H OIL PL	588202	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO D 1H OIL PL	572964	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO E 1H OIL PL	572935	EAGLE FORD	TEXAS	DIMMIT
	588180	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO C 111 OIL PL	572930	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO G 1H OIL PL	573589	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO H LIQUIDS - 4" PAD CONNECT	591531	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO I LIQUIDS - 4" PAD CONNECT	591533	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO J WELL CONNECT	588310	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO K 1H OIL PL	572929	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO L 1H OIL PL	573581	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO M WELL CONNECT	588416	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO O LIQUIDS - 4" PAD CONNECT	589940	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO P LIQUIDS - 4" PAD CONNECT	589941	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO Q WELL CONNECT	588294	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO R WELL CONNECT	588417	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO WEST LIQUIDS - 4" PIPELINE	589966	EAGLE FORD	TEXAS	DIMMIT
FAITH SANDY DIM A 1H OIL PL	588470	EAGLE FORD	TEXAS	DIMMIT
FAITH SANDY DIM B 1H OIL PL	573577	EAGLE FORD	TEXAS	DIMMIT
FAITH SANDY DIM F 1H OIL PL	573612	EAGLE FORD	TEXAS	DIMMIT
FAITH- SANDY DIM S PAD CONNECT	591883	EAGLE FORD	TEXAS	DIMMIT

DESCRIPTION	SEGMENT ID	FIELD	STATE NAME	COUNTY NAME
FAITH SANDY J 1H OIL PL	588256	EAGLE FORD	TEXAS	DIMMIT
FAITH SANDY K WELL CONNECT	588377	EAGLE FORD	TEXAS	DIMMIT
FAITH SANDY LIQUIDS - 4" PIPELINE	589952	EAGLE FORD	TEXAS	DIMMIT
FAITH SANDY LIQUIDS LOOP	591952	EAGLE FORD	TEXAS	DIMMIT
FAITH TORO 8" OIL TRUNKLINE EAST	589780	EAGLE FORD	TEXAS	DIMMIT
FAITH TORO 8" OIL TRUNKLINE SOUTH	589805	EAGLE FORD	TEXAS	DIMMIT
FAITH TORO C WELL CONNECT	588278	EAGLE FORD	TEXAS	DIMMIT
FAITH TORO COMMON B LIQUIDS - 6" PAD CONNECT	591589	EAGLE FORD	TEXAS	DIMMIT
FAITH TORO COMMON D LIQUIDS - 6" PAD CONNEC	591590	EAGLE FORD	TEXAS	DIMMIT
FAITH TORO COMMON E LIQUIDS - 4" PAD CONNECT	591593	EAGLE FORD	TEXAS	DIMMIT
FAITH TORO COMMON F LIQUIDS - 4" PAD CONNECT	591591	EAGLE FORD	TEXAS	DIMMIT
FAITH TORO COMMON I LIQUIDS - 4" PAD CONNECT	591594	EAGLE FORD	TEXAS	DIMMIT
FAITH TORO DIM A OIL PL	588966	EAGLE FORD	TEXAS	DIMMIT
FAITH YANA 8" OIL LOOP - NORTH	588396	EAGLE FORD	TEXAS	DIMMIT
FAITH YANA 8" OIL LOOP - SOUTH	592087	EAGLE FORD	TEXAS	DIMMIT
FAITH YANA C 1H OIL PL	572965	EAGLE FORD	TEXAS	DIMMIT
FAITH YANA D 1H OIL PL	573384	EAGLE FORD	TEXAS	DIMMIT
FAITH YANA E 1H OIL PL	588257	EAGLE FORD	TEXAS	DIMMIT
FAITH YANA F 1H OIL PL	573736	EAGLE FORD	TEXAS	DIMMIT
FAITH YANA G OIL PL	588971	EAGLE FORD	TEXAS	DIMMIT
FAITH YANA H 1H OIL PL	588445	EAGLE FORD	TEXAS	DIMMIT
FAITH YANA J PAD CONNECT	589970	EAGLE FORD	TEXAS	DIMMIT
FAITH YANA K PAD CONNECT	589967	EAGLE FORD	TEXAS	DIMMIT
FAITH YANA L PAD CONNECT	589968	EAGLE FORD	TEXAS	DIMMIT
FAITH YANA LIQUIDS - 8" PIPELINE	589864	EAGLE FORD	TEXAS	DIMMIT
FAITH YANA M LIQUIDS - 4" PAD CONNECT	589938	EAGLE FORD	TEXAS	DIMMIT
FAITH YANA WEST WATERLINE	589969	EAGLE FORD	TEXAS	DIMMIT
	572969	EAGLE FORD	TEXAS	DIMMIT
GATES TR1 B LIQUIDS - 3" PAD CONNECT	589824	EAGLE FORD	TEXAS	DIMMIT
PGE BROWNE PW	592096	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA OIL TRUNKLINE	572248	EAGLE FORD	TEXAS	DIMMIT
FAITH SAN PEDRO OIL TRUNKLINE	572250	EAGLE FORD	TEXAS	DIMMIT
FAITH SANDY OIL TRUNKLINE	588809	EAGLE FORD	TEXAS	DIMMIT
FAITH YANA OIL TRUNKLINE	572247	EAGLE FORD	TEXAS	DIMMIT
FAITH BONITA R LIQUID LINE + GAS LINE + BUYBACK				

EXHIBIT A-3

Vehicles

[See	Attac	hed
Locc	1 Ittac	ncu.

V C

Party Labor laber Long

Exhibit A-3 Vehicles

VIN	State	Make Name	Model Year	Vehicle Model
3YFS1628DC119100	TX		2008	
1CAPT202867040925	TX	C&M	2005	
1CAPT20286T040925	TX	TRAILER	2006	UTILITY TRAILER
17XFP202961062310	TX	TRAILER	2006	TEXAS BRAG UTILITY TRAILER
961375567C	TX	TRAILER	1996	SHOPBUILT TRAILER
5WWV71218A6000929	TX	TRAILER	2010	DELCO TRAILER
1GNSKAE02BR275635	TX	CHEVROLET	2011	TAHOE
5UTBU10188M001820	TX	TRAILER	2008	REMOTE COMM TRLR
5VNBU1229HT185624	TX	C&M	2017	
1FM5K8D86DGC15485	TX	FORD	2013	EXPLORER
5RVUT1220EM023099	TX	TRAILER	2014	TRAILER 12' TANDEM AXLE
17XFT1623F1052403	TX	TRAILER	2015	TEXAS BRAGGING TRAILER
17XFT1624F1047145	TX	TRAILER	2015	TEXAS BRAGGING TRAILERR
5VNBU1227KT206168	TX	C&M	2019	UTILITY TRAILER
1P9PU1229NM829260	TX	P&C	2022	UTILITY
1P9PU1222NM829259	TX	P&C	2022	UTILITY

EXHIBIT A-4

Certain Midstream Agreements

[See	Attached.
[See	Attached.

Exhibit A-4 Certain Midstream Agreements

Contract #	Third Party Contract ID	Current Contract Counterparties	Contract type	Contract Date
31310	PF-027	ETC TEXAS PIPELINE LTD	Gathering	5/1/2010
31312	50109	ETC TEXAS PIPELINE LTD	Gas Purchase Contract	5/1/2010
31475	9839-100	ETC TEXAS PIPELINE LTD	Gathering/Processing Agreement	1/1/2021
74044	Condensate Process Agreement	PLAINS GAS SOLUTIONS LLC	Crude Transport	12/1/2020
75417		RAIDER MARKETING LP	Crude	7/31/2013
75605		CNOOC ENERGY USA LLC	Crude	10/1/2019

Exhibit B Excluded Assets

1.	IOR Tubing
2.	IOR Compressors
3.	Security Trailer at Carrizo Field Office, VIN: 5UTBU10158M001595

62132
MARIO Z. GARCIA
COUNTY CLERK
2023 Dec 04 at 01:30 PM
DIMMIT COUNTY, TEXAS
BY MM Maried R. Murz, DEPUTY