

## ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF TEXAS

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COUNTY OF WEBB

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

- (a) all oil and gas leases, oil, gas and mineral leases, subleases, record title, operating rights, other leaseholds, working interests and net revenue interests, in each case, located in the 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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Margie Ramirez Ibarra, Webb County Clerk

- (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

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;
- (l) 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 Subject to Purchase and Sale Agreement.** 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 Assumption.** 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 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 8.2.4 OF THE PURCHASE AND SALE AGREEMENT AND THE SPECIAL WARRANTY CONTAINED IN SECTION 1.2 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**

**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 8.2.4 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, 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 8.2.4 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 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 8.2.4 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 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 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, 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 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 Choice of 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; *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

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 27<sup>th</sup> 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: 8/26/24

Commission No.: 20010483

**“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

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COUNTY OF OKLAHOMA

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(Seal)



  
Notary Public, State of Oklahoma

Commission Expiration: 8/26/24

Commission No.: 20010483

**“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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(Seal)




  
Notary Public, State of Oklahoma

Commission Expiration: 8/26/24

Commission No.: 20010483

**“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       §

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(Seal)




  
\_\_\_\_\_  
Notary Public, State of Oklahoma

Commission Expiration: 8/26/24

Commission No.: 20010483

**“ASSIGNEE”**

**SILVERBOW RESOURCES OPERATING,  
LLC,**  
a Texas limited liability company

By:   
Name: Christopher M. Abundis  
Title: Executive Vice President, Chief Financial  
Officer and General Counsel

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS

COUNTY OF Harris

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This instrument was acknowledged before me on the 30th 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.



  
Notary Public, State of Texas

Commission Expiration: 7/5/25

Commission No.: 6792893



**EXHIBIT A-1**

**Real Property Interests; Wells**

[See Attached.]

**EXHIBIT A-1**  
**Real Property Interests**

LEASE #	LESSOR	LESSEE	LEASE DATE	EXPIRATION DATE	STATE	COUNTY	BOOK	PAGE	INSTRUMENT NUMBER
TX4390354-000	PGE MINERAL PROPERTIES, LTD	CHESAPEAKE EXPLORATION LLC	10/1/2009	9/30/2012	Texas	Webb	2830	479	1051341
TX4390355-000	PGE MINERAL PROPERTIES, LTD	CHESAPEAKE EXPLORATION LLC	10/1/2009	9/30/2012	Texas	Webb	2830	483	1051342
TX7680127-000	GATES MINERAL COMPANY, LTD	CHESAPEAKE EXPLORATION LLC	2/1/2010	2/1/2013	Texas	Webb	2895	466	1063959
TX7686829-000	WESLEY WEST MINERALS, LTD	CHESAPEAKE EXPLORATION LLC	10/15/2010	12/15/2013	Texas	Webb	3014	667	1086846

**EXHIBIT A-1****Wells**

WELL #	WELL NAME	OPERATOR	API	STATE	COUNTY
642671	FAITH-YANA-I1H	CHESAPEAKE OPERATING LLC	4247941917	TX	WEBB
629879	PGE BROWNE 1H	CHESAPEAKE OPERATING LLC	4247940717	TX	WEBB
638303	GATES 010-CHK-B 1286 D2H	CHESAPEAKE OPERATING LLC	4247941318	TX	WEBB
651521	GATES 010-CHK-B TR1-R3H	CHESAPEAKE OPERATING LLC	4247943967	TX	WEBB
675251	PGE BROWNE S 12H	CHESAPEAKE OPERATING LLC	4247944841	TX	WEBB
660568	PGE DOS U 5H	CHESAPEAKE OPERATING LLC	4247943954	TX	WEBB
643641	PGE DOS D 3H	CHESAPEAKE OPERATING LLC	4247941810	TX	WEBB
652231	PETTY CHK 4 PETTY RANCH WSW*	CHESAPEAKE OPERATING LLC		TX	WEBB
638307	PGE BROWNE O 1H	CHESAPEAKE OPERATING LLC	4247944086	TX	WEBB
631770	GATES 010-CHK-B 1286 4H	CHESAPEAKE OPERATING LLC	4247940891	TX	WEBB
633887	GATES 010-CHK-B TR1-5H	CHESAPEAKE OPERATING LLC	4247941113	TX	WEBB
631771	GATES 010-CHK-B 1286 7H	CHESAPEAKE OPERATING LLC	4247940936	TX	WEBB
667358	PGE BROWNE R 7H	CHESAPEAKE OPERATING LLC	4247944099	TX	WEBB
651522	GATES 010-CHK-B TR1-R1H	CHESAPEAKE OPERATING LLC	4247943965	TX	WEBB
643639	PGE DOS D 1H	CHESAPEAKE OPERATING LLC	4247941809	TX	WEBB
673912	GATES 010-CHK-A TR3 O 1H	CHESAPEAKE OPERATING LLC	4247944608	TX	WEBB
631769	GATES 010-CHK-B 1286 5H	CHESAPEAKE OPERATING LLC	4247940918	TX	WEBB
650901	FAITH-YANA-B3H	CHESAPEAKE OPERATING LLC	4247942604	TX	WEBB
632922	GATES 010-CHK-B TR1-2H	CHESAPEAKE OPERATING LLC	4247940978	TX	WEBB
664311	PGE DOS U 2H	CHESAPEAKE OPERATING LLC	4247943951	TX	WEBB
623167	GATES 010-CHK-A TR3 O 2H	CHESAPEAKE OPERATING LLC	4247944609	TX	WEBB
675050	PGE BROWNE S 5H	CHESAPEAKE OPERATING LLC	4247944867	TX	WEBB
673913	PGE BROWNE R 10H	CHESAPEAKE OPERATING LLC	4247944664	TX	WEBB
667352	PGE BROWNE O 6H	CHESAPEAKE OPERATING LLC	4247944091	TX	WEBB
674335	PGE BROWNE S 11H	CHESAPEAKE OPERATING LLC	4247944931	TX	WEBB
631767	GATES 010-CHK-B 1286 8H	CHESAPEAKE OPERATING LLC	4247940937	TX	WEBB
669937	GATES 010-CHK-B 1286 G1H	CHESAPEAKE OPERATING LLC	4247944297	TX	WEBB
651714	PGE DOS E UNIT CC 1H	CHESAPEAKE OPERATING LLC	4247942856	TX	WEBB
654112	PGE DOS K 3H	CHESAPEAKE OPERATING LLC	4247944592	TX	WEBB
667354	PGE BROWNE R 1H	CHESAPEAKE OPERATING LLC	4247944093	TX	WEBB
674332	PGE BROWNE S 13H	CHESAPEAKE OPERATING LLC	4247944842	TX	WEBB
674138	PGE BROWNE G 10H	CHESAPEAKE OPERATING LLC	4247944659	TX	WEBB
632924	GATES 010-CHK-B TR1-4H	CHESAPEAKE OPERATING LLC	4247941068	TX	WEBB
673904	PGE DOS N 10H	CHESAPEAKE OPERATING LLC	4247944593	TX	WEBB
639542	GATES 010-CHK-B TR1-D5H	CHESAPEAKE OPERATING LLC	4247941470	TX	WEBB
644490	PGE BROWNE G 4H	CHESAPEAKE OPERATING LLC	4247941792	TX	WEBB
644785	GATES 010-CHK-A TR3-H2H	CHESAPEAKE OPERATING LLC	4247942746	TX	WEBB
649989	FAITH-YANA-N7H	CHESAPEAKE OPERATING LLC	4247942580	TX	WEBB
653239	PGE DOS G 3H	CHESAPEAKE OPERATING LLC	4247943518	TX	WEBB
654113	PGE DOS K 2H	CHESAPEAKE OPERATING LLC	4247944591	TX	WEBB
632923	GATES 010-CHK-B TR1-3H	CHESAPEAKE OPERATING LLC	4247941021	TX	WEBB
631773	PGE DOS B 2H	CHESAPEAKE OPERATING LLC	4247942777	TX	WEBB
644243	GATES 010-CHK-B 1286 D4H	CHESAPEAKE OPERATING LLC	4247941749	TX	WEBB
652233	PETTY CHK 6 PETTY RANCH WSW*	CHESAPEAKE OPERATING LLC		TX	WEBB
632526	PGE DOS 6H	CHESAPEAKE OPERATING LLC	4247940980	TX	WEBB
655062	FAITH-YANA P UNIT O1H	CHESAPEAKE OPERATING LLC	4247943693	TX	WEBB

WELL #	WELL NAME	OPERATOR	API	STATE	COUNTY
659484	PGE BROWNE Q 4H	CHESAPEAKE OPERATING LLC	4247943699	TX	WEBB
649990	FAITH-YANA-N6H	CHESAPEAKE OPERATING LLC	4247942579	TX	WEBB
655560	GATES 010-CHK-B TR1-L1H	CHESAPEAKE OPERATING LLC	4247943268	TX	WEBB
674459	GATES 010-CHK-B TR1-12H	CHESAPEAKE OPERATING LLC	4247944912	TX	WEBB
650673	GATES 010-CHK-B 1286 E 2H	CHESAPEAKE OPERATING LLC	4247942838	TX	WEBB
653547	PGE BROWNE Q 3H	CHESAPEAKE OPERATING LLC	4247943631	TX	WEBB
638079	PGE BROWNE D 1H	CHESAPEAKE OPERATING LLC	4247941797	TX	WEBB
673955	PGE DOS N 3H	CHESAPEAKE OPERATING LLC	4247944589	TX	WEBB
654111	PGE DOS K 1H	CHESAPEAKE OPERATING LLC	4247944590	TX	WEBB
644567	PGE BROWNE D 4H	CHESAPEAKE OPERATING LLC	4247941798	TX	WEBB
631768	PGE BROWNE 2H	CHESAPEAKE OPERATING LLC	4247940887	TX	WEBB
644786	GATES 010-CHK-A TR3-H3H	CHESAPEAKE OPERATING LLC	4247942745	TX	WEBB
651531	PGE DOS B UNIT CC 1H	CHESAPEAKE OPERATING LLC	4247942857	TX	WEBB
658650	PGE BROWNE P 3H	CHESAPEAKE OPERATING LLC	4247943628	TX	WEBB
655061	FAITH-YANA O UNIT O1H	CHESAPEAKE OPERATING LLC	4247943663	TX	WEBB
642669	FAITH-YANA-I3H	CHESAPEAKE OPERATING LLC	4247941979	TX	WEBB
639405	PGE DOS H 2H	CHESAPEAKE OPERATING LLC	4247941317	TX	WEBB
631772	PGE DOS B 1H	CHESAPEAKE OPERATING LLC	4247942246	TX	WEBB
669609	PETTY CHK 12 PETTY RANCH WSW*	CHESAPEAKE OPERATING LLC		TX	WEBB
643633	GATES 010-CHK-B 1286 B4H	CHESAPEAKE OPERATING LLC	4247941831	TX	WEBB
652102	GATES BRISCOE CHK WSW 2	CHESAPEAKE OPERATING LLC		TX	WEBB
667283	PGE DOS Z 4H	CHESAPEAKE OPERATING LLC	4247944304	TX	WEBB
643370	GATES 010-CHK-A TR3-J3H	CHESAPEAKE OPERATING LLC	4247942055	TX	WEBB
675250	PGE BROWNE S 9H	CHESAPEAKE OPERATING LLC	4247944870	TX	WEBB
635186	PGE BROWNE G 2H	CHESAPEAKE OPERATING LLC	4247941102	TX	WEBB
667355	PGE BROWNE R 4H	CHESAPEAKE OPERATING LLC	4247944096	TX	WEBB
635185	PGE BROWNE G 1H	CHESAPEAKE OPERATING LLC	4247941104	TX	WEBB
656620	PGE BROWNE Q 2H	CHESAPEAKE OPERATING LLC	4247943630	TX	WEBB
645208	GATES 010-CHK-B 1286 B2H	CHESAPEAKE OPERATING LLC	4247941832	TX	WEBB
650902	FAITH-YANA-B4H	CHESAPEAKE OPERATING LLC	4247942605	TX	WEBB
655457	GATES 010-CHK-B TR1-G1H	CHESAPEAKE OPERATING LLC	4247943270	TX	WEBB
650661	PGE BROWNE H 3H	CHESAPEAKE OPERATING LLC	4247942800	TX	WEBB
653240	PGE DOS G 4H	CHESAPEAKE OPERATING LLC	4247943517	TX	WEBB
652232	PETTY CHK 5 PETTY RANCH WSW*	CHESAPEAKE OPERATING LLC		TX	WEBB
655951	GATES 010-CHK-B TR1-P2H	CHESAPEAKE OPERATING LLC	4247943963	TX	WEBB
670642	GATES 010-CHK-B 1286 G3H	CHESAPEAKE OPERATING LLC	4247944299	TX	WEBB
644566	PGE BROWNE D 3H	CHESAPEAKE OPERATING LLC	4247941795	TX	WEBB
638304	GATES 010-CHK-B 1286 D1H	CHESAPEAKE OPERATING LLC	4247941316	TX	WEBB
650674	GATES 010-CHK-B 1286 F 5H	CHESAPEAKE OPERATING LLC	4247942841	TX	WEBB
634477	PGE BROWNE E 1H	CHESAPEAKE OPERATING LLC	4247941069	TX	WEBB
633888	GATES 010-CHK-B TR1-M1	CHESAPEAKE OPERATING LLC	4247941050	TX	WEBB
638108	FAITH-YANA-B1H	CHESAPEAKE OPERATING LLC	4247941240	TX	WEBB
644242	GATES 010-CHK-B 1286 D3H	CHESAPEAKE OPERATING LLC	4247941748	TX	WEBB
667287	PGE DOS Z 2H	CHESAPEAKE OPERATING LLC	4247944302	TX	WEBB
664312	PGE DOS U 3H	CHESAPEAKE OPERATING LLC	4247943952	TX	WEBB
674460	GATES 010-CHK-B TR1-13H	CHESAPEAKE OPERATING LLC	4247944913	TX	WEBB
651530	PGE DOS D UNIT CC 1H	CHESAPEAKE OPERATING LLC	4247942858	TX	WEBB
633613	GATES 010-CHK-A TR3-2H	CHESAPEAKE OPERATING LLC	4247941044	TX	WEBB
645221	GATES 010-CHK-B 1286 B3H	CHESAPEAKE OPERATING LLC	4247941830	TX	WEBB

WELL #	WELL NAME	OPERATOR	API	STATE	COUNTY
667351	PGE BROWNE O 5H	CHESAPEAKE OPERATING LLC	4247944090	TX	WEBB
635187	PGE BROWNE C 1H	CHESAPEAKE OPERATING LLC	4247941103	TX	WEBB
646238	GATES 010-CHK-A TR3-I1H	CHESAPEAKE OPERATING LLC	4247942742	TX	WEBB
641140	GATES 010-CHK-A TR3-J2H	CHESAPEAKE OPERATING LLC	4247941314	TX	WEBB
641139	GATES 010-CHK-A TR3-J1H	CHESAPEAKE OPERATING LLC	4247941315	TX	WEBB
674180	PGE BROWNE G 11H	CHESAPEAKE OPERATING LLC	4247944660	TX	WEBB
639504	GATES 010-CHK-B TR1-F4H	CHESAPEAKE OPERATING LLC	4247941468	TX	WEBB
652230	PETTY CHK 3 PETTY RANCH WSW*	CHESAPEAKE OPERATING LLC		TX	WEBB
648417	PGE BROWNE F 6H	CHESAPEAKE OPERATING LLC	4247942330	TX	WEBB
657450	PGE DOS G 6H	CHESAPEAKE OPERATING LLC	4247943516	TX	WEBB
632527	PGE DOS 5H	CHESAPEAKE OPERATING LLC	4247940979	TX	WEBB
667063	PGE DOS Z 6H	CHESAPEAKE OPERATING LLC	4247944306	TX	WEBB
674140	PGE BROWNE H 12H	CHESAPEAKE OPERATING LLC	4247944663	TX	WEBB
667065	PGE DOS Z 7H	CHESAPEAKE OPERATING LLC	4247944307	TX	WEBB
645509	GATES 010-CHK-A TR3-H1H	CHESAPEAKE OPERATING LLC	4247942744	TX	WEBB
634474	GATES 010-CHK-B TR1-11H	CHESAPEAKE OPERATING LLC	4247941146	TX	WEBB
674400	GATES 010-CHK-B TR1 P 10H	CHESAPEAKE OPERATING LLC	4247944871	TX	WEBB
639509	GATES 010-CHK-B TR1-F3H	CHESAPEAKE OPERATING LLC	4247941467	TX	WEBB
649985	FAITH-YANA-N8H	CHESAPEAKE OPERATING LLC	4247942576	TX	WEBB
667349	PGE BROWNE O 3H	CHESAPEAKE OPERATING LLC	4247944088	TX	WEBB
647443	PGE BROWNE F 1H	CHESAPEAKE OPERATING LLC	4247942325	TX	WEBB
673961	GATES 010-CHK-A TR3 O 10H	CHESAPEAKE OPERATING LLC	4247944607	TX	WEBB
674458	GATES 010-CHK-B TR1-14H	CHESAPEAKE OPERATING LLC	4247944914	TX	WEBB
667064	PGE DOS Z 5H	CHESAPEAKE OPERATING LLC	4247944305	TX	WEBB
645579	PGE BROWNE A 1H	CHESAPEAKE OPERATING LLC	4247943081	TX	WEBB
652101	GATES BRISCOE CHK WSW 1	CHESAPEAKE OPERATING LLC		TX	WEBB
659460	FAITH-YANA GG UNIT O 1H	CHESAPEAKE OPERATING LLC	4247943694	TX	WEBB
651449	GATES 010-CHK-A TR3-Q1H	CHESAPEAKE OPERATING LLC	4247942752	TX	WEBB
667356	PGE BROWNE R 5H	CHESAPEAKE OPERATING LLC	4247944097	TX	WEBB
652234	PETTY CHK 7 PETTY RANCH WSW*	CHESAPEAKE OPERATING LLC		TX	WEBB
675048	PGE BROWNE S 4H	CHESAPEAKE OPERATING LLC	4247944865	TX	WEBB
643632	GATES 010-CHK-B 1286 B1H	CHESAPEAKE OPERATING LLC	4247941827	TX	WEBB
658649	PGE BROWNE P 2H	CHESAPEAKE OPERATING LLC	4247943627	TX	WEBB
667357	PGE BROWNE R 6H	CHESAPEAKE OPERATING LLC	4247944098	TX	WEBB
634475	GATES 010-CHK-A TR3-L2H	CHESAPEAKE OPERATING LLC	4247941067	TX	WEBB
653454	PGE BROWNE R 2H	CHESAPEAKE OPERATING LLC	4247944094	TX	WEBB
651095	GATES 010-CHK-A TR3-I3H	CHESAPEAKE OPERATING LLC	4247942741	TX	WEBB
653455	PGE BROWNE R 3H	CHESAPEAKE OPERATING LLC	4247944095	TX	WEBB
667285	PGE DOS Z 3H	CHESAPEAKE OPERATING LLC	4247944303	TX	WEBB
673911	PGE DOS N 2H	CHESAPEAKE OPERATING LLC	4247944588	TX	WEBB
643640	PGE DOS D 2H	CHESAPEAKE OPERATING LLC	4247941811	TX	WEBB
649986	FAITH-YANA-N1H	CHESAPEAKE OPERATING LLC	4247942573	TX	WEBB
642673	FAITH-YANA-I5H	CHESAPEAKE OPERATING LLC	4247941983	TX	WEBB
674173	PGE BROWNE H 11H	CHESAPEAKE OPERATING LLC	4247944662	TX	WEBB
642670	FAITH-YANA-I2H	CHESAPEAKE OPERATING LLC	4247941949	TX	WEBB
647440	PGE BROWNE F 4H	CHESAPEAKE OPERATING LLC	4247942328	TX	WEBB
640362	GATES 010-CHK-B 1286 C3H	CHESAPEAKE OPERATING LLC	4247941744	TX	WEBB
634476	PGE BROWNE E 2H	CHESAPEAKE OPERATING LLC	4247941070	TX	WEBB
674139	PGE BROWNE H 10H	CHESAPEAKE OPERATING LLC	4247944661	TX	WEBB

WELL #	WELL NAME	OPERATOR	API	STATE	COUNTY
675049	PGE BROWNE S 6H	CHESAPEAKE OPERATING LLC	4247944868	TX	WEBB
674462	GATES 010-CHK-B TR1-G11H	CHESAPEAKE OPERATING LLC	4247944911	TX	WEBB
649530	FAITH-YANA-N5H	CHESAPEAKE OPERATING LLC	4247942578	TX	WEBB
835068	GATES 010-CHK-B 1286 C4H	CHESAPEAKE OPERATING LLC	4247941745	TX	WEBB
630440	PGE DOS 1H	CHESAPEAKE OPERATING LLC	4247940847	TX	WEBB
652229	PETTY CHK 2 PETTY RANCH WSW*	CHESAPEAKE OPERATING LLC		TX	WEBB
649992	FAITH-YANA-N4H	CHESAPEAKE OPERATING LLC	4247942577	TX	WEBB
638305	GATES 010-CHK-B 1286 C2H	CHESAPEAKE OPERATING LLC	4247941332	TX	WEBB
655060	FAITH-YANA N UNIT O1H	CHESAPEAKE OPERATING LLC	4247943695	TX	WEBB
634914	PGE BROWNE C 2H	CHESAPEAKE OPERATING LLC	4247941090	TX	WEBB
645578	PGE BROWNE A 3H	CHESAPEAKE OPERATING LLC	4247943083	TX	WEBB
634005	GATES 010-CHK-B TR1-6H	CHESAPEAKE OPERATING LLC	4247941114	TX	WEBB
643762	PGE DOS B 3H	CHESAPEAKE OPERATING LLC	4247942778	TX	WEBB
651433	GATES 010-CHK-A TR3-I2H	CHESAPEAKE OPERATING LLC	4247942743	TX	WEBB
655705	GATES 010-CHK-B TR1-L2H	CHESAPEAKE OPERATING LLC	4247943269	TX	WEBB
652235	PETTY CHK 8 PETTY RANCH*	CHESAPEAKE OPERATING LLC		TX	WEBB
638306	GATES 010-CHK-B 1286 C1H	CHESAPEAKE OPERATING LLC	4247941331	TX	WEBB
673914	PGE DOS K 10H	CHESAPEAKE OPERATING LLC	4247944594	TX	WEBB
656026	GATES 010-CHK-B TR1-P1H	CHESAPEAKE OPERATING LLC	4247943962	TX	WEBB
643764	PGE DOS B 5H	CHESAPEAKE OPERATING LLC	4247942779	TX	WEBB
634913	PGE DOS G 2H	CHESAPEAKE OPERATING LLC	4247943519	TX	WEBB
633612	GATES 010-CHK-A TR3-1H	CHESAPEAKE OPERATING LLC	4247941024	TX	WEBB
636491	FAITH-YANA-A2H	CHESAPEAKE OPERATING LLC	4247941244	TX	WEBB
642672	FAITH-YANA-I4H	CHESAPEAKE OPERATING LLC	4247941978	TX	WEBB
667286	PGE DOS Z 1H	CHESAPEAKE OPERATING LLC	4247944301	TX	WEBB
649991	FAITH-YANA-N3H	CHESAPEAKE OPERATING LLC	4247942575	TX	WEBB
675046	PGE BROWNE S 3H	CHESAPEAKE OPERATING LLC	4247944873	TX	WEBB
652236	PETTY CHK 9 PETTY RANCH WSW*	CHESAPEAKE OPERATING LLC		TX	WEBB
641355	FAITH-YANA-B2H	CHESAPEAKE OPERATING LLC	4247941300	TX	WEBB
638107	FAITH-YANA-A1H	CHESAPEAKE OPERATING LLC	4247941243	TX	WEBB
634912	PGE DOS G 1H	CHESAPEAKE OPERATING LLC	4247943520	TX	WEBB
653237	PGE DOS G 5H	CHESAPEAKE OPERATING LLC	4247943515	TX	WEBB
650672	GATES 010-CHK-B 1286 E3H	CHESAPEAKE OPERATING LLC	4247942839	TX	WEBB
647441	PGE BROWNE F 3H	CHESAPEAKE OPERATING LLC	4247942327	TX	WEBB
664310	PGE DOS U 1H	CHESAPEAKE OPERATING LLC	4247943950	TX	WEBB
639543	GATES 010-CHK-B TR1-D6H	CHESAPEAKE OPERATING LLC	4247941469	TX	WEBB
649529	FAITH-YANA-N2H	CHESAPEAKE OPERATING LLC	4247942574	TX	WEBB
645223	GATES 010-CHK-A TR3-Q2H	CHESAPEAKE OPERATING LLC	4247942751	TX	WEBB
632920	GATES 010-CHK-B TR1-1H	CHESAPEAKE OPERATING LLC	4247940977	TX	WEBB
675043	PGE BROWNE S 8H	CHESAPEAKE OPERATING LLC	4247944869	TX	WEBB
651529	PGE DOS C UNIT CC 1H	CHESAPEAKE OPERATING LLC	4247942859	TX	WEBB
645575	FAITH-YANA-M3H	CHESAPEAKE OPERATING LLC	4247943633	TX	WEBB
634478	GATES 010-CHK-A TR3-L1H	CHESAPEAKE OPERATING LLC	4247941071	TX	WEBB
673954	PGE DOS N 1H	CHESAPEAKE OPERATING LLC	4247944587	TX	WEBB
655952	GATES 010-CHK-B TR1-F2H	CHESAPEAKE OPERATING LLC	4247944070	TX	WEBB
667350	PGE BROWNE O 4H	CHESAPEAKE OPERATING LLC	4247944089	TX	WEBB
643045	GATES 010-CHK-A TR3-I4H	CHESAPEAKE OPERATING LLC	4247942747	TX	WEBB
655561	GATES 010-CHK-B TR1-G2H	CHESAPEAKE OPERATING LLC	4247943271	TX	WEBB
660567	PGE DOS U 4H	CHESAPEAKE OPERATING LLC	4247943953	TX	WEBB

WELL #	WELL NAME	OPERATOR	API	STATE	COUNTY
651527	GATES 010-CHK-B 1286 F 6H	CHESAPEAKE OPERATING LLC	4247942842	TX	WEBB
650662	PGE BROWNE H 1H	CHESAPEAKE OPERATING LLC	4247942798	TX	WEBB
644244	PGE BROWNE G 3H	CHESAPEAKE OPERATING LLC	4247941777	TX	WEBB
651528	PGE DOS A UNIT A1H	CHESAPEAKE OPERATING LLC	4247942851	TX	WEBB
638080	PGE BROWNE D 2H	CHESAPEAKE OPERATING LLC	4247941796	TX	WEBB
638308	PGE BROWNE O 2H	CHESAPEAKE OPERATING LLC	4247944087	TX	WEBB
674333	GATES 010-CHK-B 1286 W 1H	CHESAPEAKE OPERATING LLC	4247944872	TX	WEBB
641141	PGE DOS A2H	CHESAPEAKE OPERATING LLC	4247942060	TX	WEBB
646817	PGE DOS A1H	CHESAPEAKE OPERATING LLC	4247942061	TX	WEBB
645570	PGE DOS D 4H	CHESAPEAKE OPERATING LLC	4247941873	TX	WEBB
669933	GATES 010-CHK-B 1286 G2H	CHESAPEAKE OPERATING LLC	4247944298	TX	WEBB
643763	PGE DOS B 4H	CHESAPEAKE OPERATING LLC	4247942780	TX	WEBB
644787	PGE BROWNE A 2H	CHESAPEAKE OPERATING LLC	4247943082	TX	WEBB
638128	PGE DOS H 1H	CHESAPEAKE OPERATING LLC	4247941312	TX	WEBB
652239	PETTY TASAJILLO LO WSW*	CHESAPEAKE OPERATING LLC		TX	WEBB
652103	GATES BRISCOE CHK WSW 3	CHESAPEAKE OPERATING LLC		TX	WEBB
653453	PGE BROWNE Q 1H	CHESAPEAKE OPERATING LLC	4247943629	TX	WEBB
648413	PGE BROWNE F 5H	CHESAPEAKE OPERATING LLC	4247942329	TX	WEBB
647442	PGE BROWNE F 2H	CHESAPEAKE OPERATING LLC	4247942326	TX	WEBB
655949	GATES 010-CHK-B TR1-Q2H	CHESAPEAKE OPERATING LLC	4247943964	TX	WEBB
650660	PGE BROWNE H 2H	CHESAPEAKE OPERATING LLC	4247942799	TX	WEBB
674461	GATES 010-CHK-B TR1-G10H	CHESAPEAKE OPERATING LLC	4247944910	TX	WEBB
634473	GATES 010-CHK-B TR1-E2H	CHESAPEAKE OPERATING LLC	4247941147	TX	WEBB
623398	GATES 010-CHK-A TR3 N 2H	CHESAPEAKE OPERATING LLC	4247943146	TX	WEBB
669608	PETTY CHK 11 PETTY RANCH WSW*	CHESAPEAKE OPERATING LLC		TX	WEBB
652228	PETTY CHK 1 PETTY RANCH WSW*	CHESAPEAKE OPERATING LLC		TX	WEBB
630439	PGE DOS 2H	CHESAPEAKE OPERATING LLC	4247940882	TX	WEBB
651524	GATES 010-CHK-B TR1-R2H	CHESAPEAKE OPERATING LLC	4247943966	TX	WEBB
653228	PETTY CHK 10 PETTY RANCH WSW*	CHESAPEAKE OPERATING LLC		TX	WEBB
658648	PGE BROWNE P 1H	CHESAPEAKE OPERATING LLC	4247943626	TX	WEBB
674502	FAITH-YANA N 10H	CHESAPEAKE OPERATING LLC	4247944930	TX	WEBB
674494	FAITH-YANA A 10H	CHESAPEAKE OPERATING LLC	4247944929	TX	WEBB

**\*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.]



**Exhibit A-2**  
**Transferred Pipeline Assets**

DESCRIPTION	SEGMENT ID	FIELD	STATE NAME	COUNTY NAME
PGE BROWNE S PL	67988	EAGLE FORD	TEXAS	WEBB
BROWNE 2H OIL PL	572264	EAGLE FORD	TEXAS	WEBB
FAITH TORO 8" OIL TRUNKLINE EAST	589780	EAGLE FORD	TEXAS	WEBB
FAITH TORO LOOP	500017	EAGLE FORD	TEXAS	WEBB
FAITH TORO LOOP LINE	588413	EAGLE FORD	TEXAS	WEBB
FAITH YANA A 2H OIL PL	573732	EAGLE FORD	TEXAS	WEBB
FAITH YANA B 1H OIL PL	573806	EAGLE FORD	TEXAS	WEBB
FAITH YANA I OIL PL	588192	EAGLE FORD	TEXAS	WEBB
FAITH YANA N WELL CONNECT	589803	EAGLE FORD	TEXAS	WEBB
GATES 1286 4H OIL PL	572267	EAGLE FORD	TEXAS	WEBB
GATES TR1 3H OIL PL	572960	EAGLE FORD	TEXAS	WEBB
GATES TR1 L LIQUIDS - 4" LATERAL	591570	EAGLE FORD	TEXAS	WEBB
GATES TR1 P LIQUIDS - 4" PAD CONNECT	591572	EAGLE FORD	TEXAS	WEBB
GATES TR1 Q LIQUIDS - 4" PAD CONNECT	591571	EAGLE FORD	TEXAS	WEBB
GATES TR3 N FWS PAD CONNECT	592012	EAGLE FORD	TEXAS	WEBB
GATES TR3 O LIQUID CONNECTION	592031	EAGLE FORD	TEXAS	WEBB
PGE BROWNE O TO PLAINS	592090	EAGLE FORD	TEXAS	WEBB
PGE BROWNE P PAD	592091	EAGLE FORD	TEXAS	WEBB
PGE BROWNE R LIQUIDS - 8" LATERAL	591645	EAGLE FORD	TEXAS	WEBB
PGE BROWNE Z	591980	EAGLE FORD	TEXAS	WEBB
PGE DOS N TO Z PL	592019	EAGLE FORD	TEXAS	WEBB
DOS 1H OIL PL	572262	EAGLE FORD	TEXAS	WEBB
GATES 1286 7H OIL PL	572263	EAGLE FORD	TEXAS	WEBB
GATES TR1 1H OIL PL	572962	EAGLE FORD	TEXAS	WEBB
FAITH BONITA R LIQUID LINE + GAS LINE + BUYBACK				

**EXHIBIT A-3**

**Vehicles**

[See Attached.]

**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.]

**Exhibit A-4**  
**Certain Midstream Agreements**

<b>Contract #</b>	<b>Third Party Contract ID</b>	<b>Current Contract Counterparties</b>	<b>Contract type</b>	<b>Contract Date</b>
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

STATE OF TEXAS  
COUNTY OF WEBB  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS  
FILED ON THE DATE AND AT THE TIME STAMPED  
HEREON BY ME AND WAS DULY RECORDED IN THE  
VOLUME AND PAGE OF THE OFFICIAL PUBLIC  
RECORDS OF WEBB COUNTY TEXAS AS STAMPED  
HEREON BY ME



*Margie Ramirez Barria*

COUNTY CLERK  
WEBB COUNTY, TEXAS



Margie Ramirez Ibarra  
Webb County Clerk  
1110 Victoria Street, Suite 201  
Laredo, TX 78040

1581501

CUSTOMER	TRANSACTION INFORMATION
Submitted By: CHRISTINE WANDER	Receipt # 202324701
6515 BAYOU GLEN ROAD	Transaction # 1581501
HOUSTON, TX 77057	Transaction Type: Official Records
	Cashier By: JB
Delivery Method: Walk In	Cashier Date: 12/04/2023 11:12:05 AM
Return Method: Counter	Print Date: 12/04/2023 11:12:06 AM

ASSIGNMENT AND BILL OF SALE BK/PG: 5569/0023 DOC#: 1516712 PGS: 31

RECORDING FEE	\$121.00
COURTHOUSE SECURITY FEE	\$1.00
RECORDS MANAGEMENT AND PRESERVATION FEE	\$10.00
RECORDS ARCHIVE FEE	\$10.00

Document Sub-Total \$142.00

TOTALS	
Total Fees:	\$142.00
PMT: Check - 4664	\$142.00
Total Payment:	\$142.00
Change:	\$0.00

Payment Comment: \*