SULLIVAN COUNTY RECORDER OF DEEDS REGISTER OF WILLS CLERK OF ORPHANS' COURT

KELLIE CARPENTER - RECORDER MAIN AND MUNCY STREETS LAPORTE, PA 18626

KAREN BAUMUNK - FIRST DEPUTY



\* Total Pages - 15

Instrument Number - 202401314 Recorded On 7/22/2024 At 7:51:16 AM

- \* Instrument Type AGREEMENT Invoice Number - 92417
- \* Grantor CHESAPEAKE APPALACHIA LLC
- \* Grantee CYPRESS OIL & GAS LLC
- \* Customer CHESAPEAKE ENERGY
- \* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$40.25
RECORDING FEES	\$59.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
PARCEL CERTIFICATION	\$10.00
FEE	
TOTAL PAID	\$114.75

This is a certification page

## DO NOT DETACH

This page is now part of this legal document.

**RETURN DOCUMENT TO:** 

CHESAPEAKE ENERGY 6100 N. WESTERN AVE. OKLAHOMA CITY, OK 73118 I hereby CERTIFY that this document is recorded in the Recorder's Office of Sullivan County, Pennsylvania.

Recorder Of Deeds Register Of Wills Clerk Of Orphans Court

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.



## MODEL FORM RECORDING SUPPLEMENT TO OPERATING AGREEMENT AND FINANCING STATEMENT

STATE OF PENNSYLVANIA	)
	)SS:
COUNTY OF SULLIVAN	)

This Amended Recording Supplement to Operating Agreement and Financing Statement effective July 1, 2021, shall amend and replace that certain Memorandum of Operating Agreement recorded May 26, 2022 in the Recorder's Office of Sullivan County, Pennsylvania, Instrument Number 202201055. Specifically this Recording Supplement is intended to comply with the terms of that certain Agreement effective September 1, 2020.

THIS AGREEMENT, entered into by and between Cypress Oil & Gas LLC by and through its agent, Chesapeake Appalachia, L.L.C., hereinafter referred to as "Operator," and the signatory party or parties other than Operator, Equinor USA Onshore Properties Inc., Mitsui E&P USA LLC, et al, hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A" (said land, Leases and Interests being hereinafter called the "Contract Area"), and in any instance in which the Leases or Interests of a party are not of record, the record owner and the party hereto that owns the interest or rights therein are reflected on Exhibit "A";

WHEREAS, the parties hereto have executed an Operating Agreement dated July 1, 2021 (herein the "Operating Agreement"), covering the Contract Area for the purpose of exploring and developing such lands, Leases and Interests for Oil and Gas; and

WHEREAS, the parties hereto have executed this agreement for the purpose of imparting notice to all persons of the rights and obligations of the parties under the Operating Agreement and for the further purpose of perfecting those rights capable of perfection.

NOW, THEREFORE, in consideration of the mutual rights and obligations of the parties hereto, it is agreed as follows:

- This agreement supplements the Operating Agreement, which Agreement in its entirety is incorporated herein
  by reference, and all terms used herein shall have the meaning ascribed to them in the Operating Agreement.
- 2. The parties do hereby agree that:
  - A. The Oil and Gas Leases and/or Oil and Gas Interests of the parties comprising the Contract Area shall be subject to and burdened with the terms and provisions of this agreement and the Operating Agreement, and the parties do hereby commit such Leases and Interests to the performance thereof.
  - B. The exploration and development of the Contract Area for Oil and Gas shall be governed by the terms and provisions of the Operating Agreement, as supplemented by this agreement.
  - C. All costs and liabilities incurred in operations under this agreement and the Operating Agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties hereto, as provided in the Operating Agreement.
  - D. Regardless of the record title ownership to the Oil and Gas Leases and/or Oil and Gas Interests identified on Exhibit "A," all production of Oil and Gas from the Contract Area shall be owned by the parties as provided in the Operating Agreement; provided nothing contained in this agreement shall be deemed an assignment or cross-assignment of interests covered hereby.
  - E. Each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area as provided in the Operating Agreement.
  - F. An overriding royalty, production payment, net profits interest or other burden payable out of production hereafter created, assignments of production given as security for the payment of money and those overriding royalties, production payments and other burdens payable out of production heretofore created and defined as Subsequently Created Interests in the Operating Agreement shall be (i) borne solely by the party whose interest is burdened therewith or as otherwise set forth in Operating Agreement, (ii) subject to suspension if a party is required to assign or relinquish to another party an interest which is subject to such burden, and (iii) subject to the lien and security interest hereinafter provided if the party subject to such burden fails to pay its share of expenses chargeable hereunder and under the Operating Agreement, all upon the terms and provisions and in the times and manner provided by the Operating Agreement.
  - G. The Oil and Gas Leases and/or Oil and Gas Interests which are subject hereto may not be assigned or transferred except in accordance with those terms, provisions and restrictions in the Operating Agreement regulating such transfers.

This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, devisees, legal representatives, and assigns, and the terms hereof shall be deemed to run with the leases or interests included within the lease Contract Area.

H. The parties may have the right to acquire an interest in renewal, extension and replacement leases, leases proposed to be surrendered, wells proposed to be abandoned, and interests to be relinquished as a result of non-participation in subsequent operations, all in accordance with the terms and provisions of the Operating

Agreement.

- I. The rights and obligations of the parties and the adjustment of interests among them in the event of a failure or loss of title, each party's right to propose operations, obligations with respect to participation in operations on the Contract Area and the consequences of a failure to participate in operations, the rights and obligations of the parties regarding the marketing of production, and the rights and remedies of the parties for failure to comply with financial obligations shall be as provided in the Operating Agreement.
- J. Each party's interest under this agreement and under the Operating Agreement shall be subject to relinquishment for its failure to participate in subsequent operations and each party's share of production and costs shall be reallocated on the basis of such relinquishment, all upon the terms and provisions provided in the Operating Agreement.
- K. All other matters with respect to exploration and development of the Contract Area and the ownership and transfer of the Oil and Gas Leases and/or Oil and Gas Interest therein shall be governed by the terms and provisions of the Operating Agreement.
- 3. The parties hereby grant reciprocal liens and security interests as follows:
  - A. Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement and the Operating Agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid under this agreement and the Operating Agreement, the assignment or relinquishment of interest in Oil and Gas Leases as required under this agreement and the Operating Agreement, and the proper performance of operations under this agreement and the Operating Agreement. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement and the Operating Agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from the sale of production at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.
  - B. Each party represents and warrants to the other parties hereto that the lien and security interest granted by such party to the other parties shall be a perfected lien and, subordinate only to previously perfected liens of first priority, shall be a first and prior lien to the extent permissible under applicable law, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement and the Operating Agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement and the Operating Agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by the Operating Agreement and this instrument as to all obligations attributable to such interest under this agreement and the Operating Agreement whether or not such obligations arise before or after such interest is acquired.
  - C. To the extent that the parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interest or fees, or other financial obligations under this agreement, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest, has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.
  - D. If any party fails to pay its share of expenses within one hundred-twenty (120) days after rendition of a statement therefor by Operator the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in this paragraph 3 and in the Operating Agreement, and each paying party may independently pursue any remedy available under the Operating Agreement or otherwise.
  - E. If any party does not perform all of its obligations under this agreement or the Operating Agreement, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement or the Operating Agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisement of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshalling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder or under the Operating Agreement,

- such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.
- F. The lien and security interest granted in this paragraph 3 supplements identical rights granted under the Operating Agreement.
- G. To the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due under this agreement and the Operating Agreement for services performed or materials supplied by Operator.
- H. The above described security will be financed at the wellhead of the well or wells located on the Contract Area and this Recording Supplement may be filed in the land records in the County or Parish in which the Contract Area is located, and as a financing statement in all recording offices required under the Uniform Commercial Code or other applicable state statutes to perfect the above-described security interest, and any party hereto may file a continuation statement as necessary under the Uniform Commercial Code, or other state laws.
- I. In addition to the lien contained in Article VII.B. of the Operating Agreement, the Gas Balancing Agreement attached as Exhibit "E" to the Operating Agreement provides that each overproduced party grants a lien to each Underproduced Party upon its leasehold interest and upon its interest in gas production and the proceeds therefrom, and upon its interest in material and equipment, to the extent and so long as the Overproduced Party is overproduced, to secure its balancing obligations, both in kind and in cash, which lien shall be inferior and subject to the Operator's lien as provided in Article VII.B. of the parties Operating Agreement.
- 4. This agreement shall be effective as of the date of the Operating Agreement as above recited. Upon termination of this agreement and the Operating Agreement and the satisfaction of all obligations thereunder, Operator is authorized to file of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon the request of Operator, if Operator has complied with all of its financial obligations.
- 5. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns. No sale, encumbrance, transfer or other disposition shall be made by any party of any interest in the Leases or Interests subject hereto except as expressly permitted under the Operating Agreement and, if permitted, shall be made expressly subject to this agreement and the Operating Agreement and without prejudice to the rights of the other parties. If the transfer is permitted, the assignee of an ownership interest in any Oil and Gas Lease shall be deemed a party to this agreement and the Operating Agreement as to the interest assigned from and after the effective date of the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other disposition of interest by a party shall relieve such party of obligations previously incurred by such party under this agreement or the Operating Agreement with respect to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted under this agreement and the Operating Agreement in which such party has agreed to participate prior to making such assignment, and the lien and security interest granted by Article VII.B. of the Operating Agreement and hereby shall continue to burden the interest transferred to secure payment of any such obligations.
- 6. In the event of a conflict between the terms and provisions of this agreement and the terms and provisions of the Operating Agreement, then, as between the parties, the terms and provisions of the Operating Agreement shall control.
- 7. This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. In the event that any provision herein is illegal or unenforceable, the remaining provisions shall not be affected, and shall be enforced as if the illegal or unenforceable provision did not appear herein.

IN WITNESS WHEREOF, this agreement shall be effective as of the 1st day of July, 2021.

OPERAT	OR
ATTEST OR WITNESS	Chesapeake Appalachia, L.L.C., an Qklahoma limited liability company
	MC/nfc Bol
<u> </u>	By: Daniel C. Lossata
	Vice President – Marcellus
	Citle:       _Chesapeake Energy Corporation, Manager         Date:
	ress: P.O. Box 18496, Oklahoma City, OK 73154
CORPORATE ACKN	OWLEDGMENT
STATE OF <u>OKLAHOMA</u> )	
COUNTY OF OKLAHOMA ) SS:	
On this, the 26 day of MCCC, 2024, before me personally appeared Daniel C. Lopata, who acknowledged hir Energy Corporation, Manager of CHESAPEAKE APPALA and that he as such Vice President – Marcellus of Chesapeake executed the foregoing instrument for the purpose therein control by himself as Vice President – Marcellus of Chesapeake Energy	nself to the the Vice President — Marcellus of Chesapeake CHIA, L.L.C., an Oklahoma limited liability company, Energy Corporation, Manager, being authorized to do so, ained by signing the name of the limited liability company by Corporation, Manager.
IN WITNESS WHEREOF, I hereunto set my hand a	nd official seal.
My Commission Signature/Notar Name/Notary Po	y Public: MULL BUCK P
	MORGAN BEUCHAW  SEAL NOTARY PUBLIC STATE OF OKLAHOMA  Commission # 11007273 Expires 08/10/27

Exhibit "A-1"

The following Oil and Gaz Leases, as said leases may have been or may be modified and/or amended, located in Bradford & Sullivan Counties, Pennsylvania, Insofar as the Leases are limited to the Parcel reflected below and further limited by the percentage of Parcel acres included in the Unit Acreage (as such lands are located within the heavy black lines as shown on the Exhibit "A-2", attuached hereto.

## Pennsylvania.

Attached to and made a part of that certain Memorandum of Operating Agreement dated July 1, 2021 between Cypress Oil & Gas LLC by and through its agent, Chesapeake Appaiachia, LLC, as Operator, and Equinor USA Onshore Properties Inc., et al, as Non-Operators, covering the Nelson East Unit located in Bradford and Sullivan Counties,

				,	†		Recording	Gross Acres in Parrel	Percentage of Parcel	P
Chief Lease No.	Unit Tract No.	Lessor	Lessee	Parcel No.	diusumoı	Lease Date	Information	Gloss Aties ill alcei	Acres in Unit	in Unit
		Informer Bohort G & Candy Woodniff	Chesaggake Appalachia, L.I.C.	tion of Parcel FKA 01	Cherry	3/26/2006	201201074	117.5400	14.1298%	16.6082
Chesapeake et al	ş	Hanger, nobels of scaling from all	Character Constitution of the Constitution of	01_100_0005	Cherry	2/8/2008	201003318	117.5400	0.9383%	1.1029
3794391-581	18	Bruce W. Insinger, a single man	Circulpeake Appalacina, L.C.C.	27 100 000	and and a second	1	201101989			
	3	Keaneth I Elistkand Diagne M Flick husband and wife	Chief Exploration & Development LLC	01-100-0001	Overton & Cherry	2/20/2011	201201530	57.7550	41.4102%	23.9165
3/94391-523	,	Sellice of the selection of the selectio	oritical confirmation				200801054			
2794391-098	w	Henry O. Beebe, a widower	Chief Exploration & Development LLC	28-134-47	Overton	4/27/2008	200812283	70.0000	50.5716%	35,4001
0.00							200801054			
3794391-098	4	Henry O. Beebe, a widower	Chief Exploration & Development LLC	07-100-0026	Forks	4/27/2008	200812283	89.8700	67.9601%	61,0757
3794391-032	5	Arvid 8 Nelson, single	The Keeton Group, LLC	01-100-0006	Cherry	10/10/2005	200600445	106.7200	98.8953%	1155.501
		James Todd Fry, Tammy Ann Tubach, Teresa Ann Hubler, Thomas							000	
3782191-009	6	James Fry, Christopher James Fry	Chief Exploration & Development LLC	01-099-0018	Cherry	2/26/2008	200800484	45.2340	4,02278	CTOTO
3794391-1996	7	David A. Berger and Julie E. Turner, husband and wife	Chief Exploration and Development LLC	01-100-0002	Cherry	6/29/2020	202001/24	DETERE	100.0000%	100100
	20	Chief Exploration & Development LLC	Chief Exploration & Development LLC	01-099-0018-001	Cherry			10,0160	700.0000%	TOTOTO
Chevagrake et al	0	Mason Roger	Chesapeake Appalachia, LL.C.	28-134-40	Overton	11/12/2009	201005423	37.2400	88.4648%	32,9443
Chesanpake et al	10	Mountain Maple LP	Chesapeake Appalachla, L.L.C.	28-134-39	Overton	8/7/2009	200920332	61.0600	14.5016%	8
38991-1988	11	Master Mineral Holdings I, LP	Chief Exploration and Development LLC	01-100-0006-001	Cherry	1/18/2021	202100440	37.9730	96.3020%	36,568/
Chesaneake et al	12	Hembury, William J & Christine M	Chesapeake Appalachia, L.L.C.	01-059-0019	Cherry	6/6/2006	201201619	79.4600	2,9800%	2.36/9
Chesapeake et al	13	Ely, Stacle Lynn	Chesapeake Appalachia, LL.C.	01-100-0003	Cherry	5/23/2008	201002474	45.2210	85,0276%	27.242
Chesageake et al	14	Backley, Steven J & Dariene	Chesapeake Appalachia, LL.C.	01-100-0006-01A	Cherry	8/12/2009	201000229	12.0270	46.9801%	5,6503
Chesapeake et al	15	Gehman, Dennis & Sharon F	Chesapeake Appalachia, L.L.C.	01-086-0003	Cherry	5/14/2008	201003312	64./000	47.09T.0b	; ];
Chesapeake et al	16	Camp Wishy LLC	Chesageake Appalachia, LLC	01-059-0032	Спепу	1102///6	201106521	2.5000	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	
Chesapeake et al	17	Insinger, Robert G & Candy Woodruff	Chesapeake Appalachia, LL.C.	01-099-0016	Сћепу	3/26/2006	201201074	4,000	26EVOR 34	1969 02
Chesapeake et al	18	Insinger, Robert G & Candy Woodruff	Chesapeake Appalachia, L.L.C.	01-100-0004	Cherry	3/26/2006	#/0102107	30,3500	787000 CE	137
Chesapeake et al	19	Benner, Edward I. & Margaret R	Chesapeake Appalachia, LLC.	07-100-0025	Сћепу	2/16/2008	T76500107	101 400	13 60110	12 9039
Chesapeake et al	20	Kramer, George F & Sandra M	Chesapeake Appaiachia, L.L.C.	01-086-0006	Cherry	1/24/2006	SOTTO7TO2	101,4800	13.0311/8	13 6441
Chesapeake et al	21	Hembury, William J & Christine M	Chesapeake Appalachia, LL.C.	01-099-0036	Cherry	6/6/2006	619107107	36.3000	2,0017*hT	27768
Chambia	22	Kromer George & Sandra M	Chesapeake Appajachia, L.L.C.	235855001	Cherry	//24/2005	COTTOPTOP	94.0400	4.2632.70	1

Exhibit "A-2"

Attached to and made a part of that certain Recording Supplement to Operating Agreement made effective July 1, 2021, covering the Nelson East Unit located in Bradford County & Sullivan County, Pennsylvania.

