

**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



*Sullivan County Court House
Built 1894*

Instrument Number - 202401314

Recorded On 7/22/2024 At 7:51:16 AM

* Total Pages - 15

* 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 FEE	\$10.00
TOTAL PAID	\$114.75

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

I hereby CERTIFY that this document is
recorded in the Recorder's Office of
Sullivan County, Pennsylvania.

Kellie Carpenter

Recorder Of Deeds
Register Of Wills
Clerk Of Orphans Court



RETURN DOCUMENT TO:

CHESAPEAKE ENERGY
6100 N. WESTERN AVE.
OKLAHOMA CITY, OK 73118

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

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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 appraisal 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.

ATTEST OR WITNESS

OPERATOR

Chesapeake Appalachia, L.L.C.,
an Oklahoma limited liability company

By: Daniel C. Lopata *For me*

Vice President – Marcellus

Title: Chesapeake Energy Corporation, Manager

Date:

Address: P.O. Box 18496, Oklahoma City, OK 73154

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)

) SS:

COUNTY OF OKLAHOMA)

On this, the 26th day of March, 2024, before me Morgan Beuchaw, the undersigned officer, personally appeared Daniel C. Lopata, who acknowledged himself to be the Vice President – Marcellus of Chesapeake Energy Corporation, Manager of CHESAPEAKE APPALACHIA, L.L.C., an Oklahoma limited liability company, and that he as such Vice President – Marcellus of Chesapeake Energy Corporation, Manager, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Vice President – Marcellus of Chesapeake Energy Corporation, Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 8/10/2027

Signature/Notary Public: Morgan Beuchaw

Name/Notary Public (print): Morgan Beuchaw

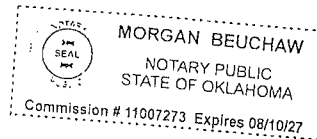


Exhibit "A-1"

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

The following Oil and Gas 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", attached hereto).

Chief Lease No.	Unit Tract No.	Lessor	Lessee	Parcel No.	Township	Lease Date	Recording Information	Gross Acres in Parcel	Percentage of Parcel Acres in Unit	Parcel Acres in Unit
Chesapeake et al	1A	Insinger, Robert G & Candy Woodruff	Chesapeake Appalachia, L.L.C.	Portion of Parcel FKA 01	Cherry	3/26/2006	201201074	117.5400	14.1288%	16.6082
3794391-581	1B	Bruce W. Insinger, a single man	Chesapeake Appalachia, L.L.C.	01-100-0005	Cherry	2/8/2008	201003318	117.5400	0.9385%	1.1029
3794391-523	2	Kenneth J. Flick and Darlene M. Flick, husband and wife	Chief Exploration & Development LLC	01-100-0001	Overton & Cherry	2/29/2011	201201389	57.7550	41.4102%	23.9165
3794391-098	3	Henry O. Beebe, a widower	Chief Exploration & Development LLC	2B-134-47	Overton	4/27/2008	200801054	70.0000	50.5716%	35.4001
3794391-098	4	Henry O. Beebe, a widower	Chief Exploration & Development LLC	07-100-0026	Forks	4/27/2008	200801054	89.8700	67.9601%	61.0757
3794391-032	5	David B. Nelson, single	The Keeton Group, LLC	01-100-0006	Cherry	10/6/2005	200600445	106.7200	98.8953%	105.5411
3782131-009	6	James Todd Fry, Tammy Ann Tubach, Teresa Ann Hubler, Thomas James Fry, Christopher James Fry	Chief Exploration & Development LLC	01-099-0018	Cherry	2/26/2008	200800484	45.2340	4.0227%	1.8156
3794391-1396	7	David A. Berger and Julie E. Turner, husband and wife	Chief Exploration & Development LLC	01-100-0002	Cherry	6/29/2020	202001724	53.3130	100.0000%	53.3130
	8	Chief Exploration & Development LLC	Chief Exploration & Development LLC	01-099-0018-001	Cherry			101.650	100.0000%	101.650
	9	Mason Rader	Chesapeake Appalachia, L.L.C.	2B-134-40	Overton	11/12/2009	201005423	37.2400	14.5016%	31.9443
Chesapeake et al	10	Mountain Maple LP	Chesapeake Appalachia, L.L.C.	2B-134-35	Overton	8/7/2008	200903932	61.0600	96.4009%	58.8472
3794391-1998	11	Master Mineral Holdings, LP	Chief Exploration & Development LLC	01-100-0006-001	Cherry	3/16/2021	202100440	37.9750	2.8809%	36.5687
Chesapeake et al	12	Henbury, William J. & Darlene M.	Chesapeake Appalachia, L.L.C.	01-099-0019	Cherry	6/6/2006	201201619	79.4600	2.8809%	77.4579
Chesapeake et al	13	Ely, Sarah Lynn	Chesapeake Appalachia, L.L.C.	01-100-0003	Cherry	5/23/2008	201000274	45.2210	83.0276%	37.5459
Chesapeake et al	14	Backley, Steven J. & Darlene	Chesapeake Appalachia, L.L.C.	01-086-0003-01A	Cherry	8/14/2008	201003312	12.0270	46.9801%	5.6503
Chesapeake et al	15	Gehman, Dianne & Sharon F.	Chesapeake Appalachia, L.L.C.	01-086-0003	Cherry	9/7/2011	201106321	64.7000	51.3439%	23.5965
Chesapeake et al	16	Camp Wiley, LLC	Chesapeake Appalachia, L.L.C.	01-099-0032	Cherry	3/26/2006	201201074	4.0000	73.5063%	0.0481
Chesapeake et al	17	Insinger, Robert G & Candy Woodruff	Chesapeake Appalachia, L.L.C.	01-100-0004	Cherry	2/16/2008	201003321	98.9300	22.9901%	12.7457
Chesapeake et al	18	Insinger, Robert G & Candy Woodruff	Chesapeake Appalachia, L.L.C.	07-100-0025	Cherry	7/24/2006	201201103	51.4800	13.8938%	13.8938
Chesapeake et al	19	Kramer, George F & Margaret A.	Chesapeake Appalachia, L.L.C.	01-086-0006	Cherry	6/6/2006	201201619	88.9800	14.2100%	12.6441
Chesapeake et al	20	Kramer, George F & Sandra M.	Chesapeake Appalachia, L.L.C.	01-086-0006	Cherry	7/24/2006	201201103	64.0400	4.2892%	2.7458
Chesapeake et al	21	Henbury, William J. & Christine M.	Chesapeake Appalachia, L.L.C.	01-086-0001	Cherry					
Chesapeake et al	22	Kramer, George F & Sandra M.	Chesapeake Appalachia, L.L.C.							

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