

APR 20 2015

**DEED RESTRICTION**

THIS DECLARATION OF DEED RESTRICTIONS FOR CONSERVATION ("Declaration") made this 23rd day of March, 2015, by G. David Evick ("Grantor"), having an address at 22 16<sup>th</sup> Street, McMechen WV, 26040;

WITNESSETH:

**WHEREAS**, G. David Evick is the owner of certain real property located in the Liberty District, Map 29 Parcel 0004 Sub Parcel 0000 (hereinafter "the Property"), and the Property is also described in a deed of record in the office of the Clerk of the County Commission, Marshall County at Deed Book 569, Page 36; and

**WHEREAS**, Grantor, having the authority to do so, intends to record this Declaration in order to restrict subsequent disturbance and/or development of that certain portion of the surface of the Property described on Exhibit A attached hereto (the "Conserved Area") in perpetuity;

**WHEREAS**, the Conserved Area possesses open space and natural values (collectively, "Conservation Values") of great importance to Grantor, the people of Marshall County, and the people of the State of West Virginia, and all current and future generations of mankind; and

**WHEREAS**, preservation of the Conserved Area is consistent with a central objective of a Consent Decree in the matter of *United States v. Chesapeake Appalachia, L.L.C.*, 5:12-cr-00030-FPS (N.D.W.V.), Civil Action No. 5:13-CV-170 ("CALLC CD"), Grantor agrees that USACE, EPA, and WVDEP, and their successor agencies (collectively "Third Parties"), are third-party beneficiaries under this Declaration, except that nothing herein creates a property interest in the Federal Government or the State of West Virginia with regard to the Conserved Area;

**NOW THEREFORE**, Grantor hereby agrees that the Conserved Area shall be subject in perpetuity to the following conveyances, covenants and restrictions:

1. This Declaration shall be a burden upon and shall run with the Conserved Area, and shall bind Grantor, its successors and assigns, in perpetuity. Grantor shall record this Declaration in the Land Records of the county or counties where the Property is located within sixty (60) days of the effective date of this Declaration. Grantor shall provide CALLC and Third Parties with proof of recordation and give notice of this Declaration to current record title holders of easements in the Conserved Area within thirty (30) days of recording by the County Clerk.
2. The following activities are prohibited in the Conserved Area, except as necessary for the control of alien invasive or noxious plant or animal species or as necessary to accomplish restoration and/or mitigation described in Paragraph 7:
  - a. Removal, excavation, dredging, or disturbance of the surface;

1.

Jan Pest  
 MARSHALL County 09:58:43 AM  
 Instrument No 1376952  
 Date Recorded 04/10/2015  
 Document Type AGR  
 Pages Recorded 49  
 Book-Page 658-179  
 Recording Fee \$49.00  
 Additional \$10.00

- b. Dumping of, storage of, or filling with soil, rock, biological material, trash, ashes, garbage, waste, or other materials;
  - c. Draining, impounding, or impairing the flow or circulation, or reducing the reach of waters, including wetlands; or any other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations, as amended;
  - d. Installation of structures;
  - e. Placement of pavement or other impervious materials;
  - f. Alteration of the existing pattern of vegetation through removal, destruction, or planting of vegetation;
  - g. Except to the extent necessary to return the Conserved Area to a use consistent with its use prior to Chesapeake Appalachia, LLC's ("CALLC's") initial entry onto the Conserved Area, conversion of, or expansion into, any portion of the Conserved Area for use of agricultural, horticultural, aquacultural, silvicultural, livestock production, or grazing activities. This prohibition also includes conversion from one type of these activities to another (e.g., from agricultural to silvicultural);
  - h. The use of fertilizers, herbicides or pesticides;
  - i. Removal, clearing, pruning, or mowing of live vegetation, including trees, unless Grantor demonstrates that such removal will result in habitat enhancement or to prevent a safety hazard, and Grantor has received written approval of the West Virginia Department of Environmental Protection;
  - j. The use of the Conserved Area to provide required open space for the development or subdivision of another property or to determine any other permissible residential, commercial or agricultural uses of another property; or any legal or de facto division, subdivision or portioning of the Conserved Area;
  - k. Any other use of or activity in the Conserved Area that is inconsistent with the purpose of this Declaration.
3. It is the purpose of the Declaration to assure that the Conserved Area will be maintained as such and to prevent any unauthorized disturbance and/or development to the Conserved Area.
  4. Notwithstanding any provisions to the contrary, this Declaration is subject to and subordinate to any existing and duly recorded rights with respect to the Conserved Area. All structures, infrastructure, as well as all pre-existing easements or other duly recorded rights in the Conserved Area identifiable through a title search extending to documents

- placed of record within twenty (20) years prior to the date of this Declaration, shall be indicated on Exhibit A, which is attached to this instrument and includes a copy of the most recent property deed for the Property and a legal description sufficient to identify the boundaries of the Conserved Area. Grantor certifies that to Grantor's actual knowledge, there are no previously granted easements existing in the Conserved Area that interfere or conflict with the purpose of this Declaration.
5. All mortgages and deeds of trust granted or entered into after the date hereof affecting the Conserved Area will be subordinate to this Declaration.
  6. The Conserved Area is subject to the CALLC CD. Each deed, title or other instrument conveying an interest in the Conserved Area shall contain a notice stating that the Property is subject to the CALLC CD and shall reference the recorded location of the CALLC CD and any restrictions applicable to the Property under the CALLC CD.
  7. CALLC and Third Parties shall have the right to:
    - a. enter upon the Conserved Area for the purpose of inspecting the Conserved Area to determine compliance with the purposes and terms of this Declaration, or for any other purpose authorized by this Declaration or by the CALLC CD. When practicable, such entry shall be upon prior reasonable notice to the property owner. This right of entry is in addition to and does not limit any right of entry otherwise granted by Federal or State law;
    - b. take any and all action within the Conserved Area necessary to address a situation that poses an immediate risk to health, life, property or the environment; and
    - c. take any and all action within the Conserved Area required by Federal or State law or approved by the Third Parties.
  8. Grantor grants to Third Parties a discretionary right to enforce this Declaration. In the event of a breach of this Declaration by Grantor or another party, Third Parties shall notify Grantor of the breach. If Grantor fails to take corrective action within 60 days of such notice, Third Parties may undertake actions to effect such corrective action, including bringing a judicial action against any person(s) or entity(ies) violating or attempting to violate this Declaration: provided, however, that no violation of this Declaration shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing party shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. The costs of breach, correction and/or restoration, including Third Parties' expenses, court costs, and attorney's fees, shall be paid by Grantor, provided Grantor is determined to be responsible for the breach. Enforcement shall be at the discretion of Third Parties, and no omissions or delay in acting shall constitute a waiver of any enforcement right. These rights are in addition to, and shall not limit, enforcement rights available under other provisions of law or equity, under any applicable permit or certification, or under the CALLC CD.

9. CALLC and/or its contractors shall have the right to enter upon the Conserved Area for the purpose of performing any work required by a restoration or mitigation plan approved under the CALLC CD, including construction, planting, maintenance, monitoring, long-term management, or any other restoration, enhancement, or mitigation work specified therein, provided such work is conducted in accordance with such approved plan.
10. Grantor reserves to itself, its successors or assigns, all rights as owners of the Property, including the right to engage in all uses of the Conserved Area not inconsistent with the purpose and terms of this Declaration.
11. Grantor shall provide CALLC and Third Parties written notice of any transfer or change in ownership of, or of the execution of any subsequent easement affecting, any portion of the Conserved Area, including but not limited to the name and address of the new owner within ten (10) days after the transfer or change in ownership, or execution of such easement. This written notice requirement may be satisfied by providing a completed form of the document attached hereto as Exhibit B with a copy of the newly recorded instrument attached thereto.
12. Grantor agrees that reference to this Declaration will be inserted in any subsequent deed, subdivision deed, lease, sub-lease or other legal instrument by which Grantor divests itself of any interest in any portion of the Conserved Area. Notwithstanding the failure of Grantor to include the terms and restrictions of this instrument, it shall run with the land and be binding on all heirs, successors and assigns.
13. Notwithstanding anything contained herein to the contrary, any modification or termination of this Declaration shall require the prior written approval of Third Parties. Amendments to this Declaration must be in writing, and must be consistent with the conservation purposes of this Declaration. Grantor shall record any modification or termination of this Declaration in the Land Records of the county or counties where the Conserved Area is located within sixty (60) days of executing such a modification or termination. Grantor shall provide CALLC and Third Parties with proof of recordation within thirty (30) days of recording by the County Clerk.
14. For any modification, transfer, conveyance, or assignment accomplished under paragraphs 10 or 11, Grantor shall amend this instrument by preparing and submitting:
  - a. A revised plan and metes and bounds description for the area to be preserved under the Declaration (hereinafter the "Modification Documents"); and
  - b. An Amended Declaration of Deed Restrictions that reflects the modifications to the original Declaration, the justification for the modification, and that also includes the deed book and page of the title deed for the property or properties subject to the modified Declaration set forth in the Modification Documents.
15. Grantor shall record the documents listed in paragraph 12, above, in the same manner and place as this original Declaration was recorded.

16. Miscellaneous.

- a. The laws of the State of West Virginia shall govern the interpretation and performance of this Declaration.
- b. If any provision of this Declaration or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- c. Should there be more than one Grantor, the obligations imposed by this Declaration upon each Grantor shall be joint and several.
- d. The covenants, terms, conditions and restrictions of this Declaration shall continue as a servitude running in perpetuity with the Conserved Area.
- e. The captions in this Declaration have been inserted solely for convenience of reference and are not a part of this Declaration and shall have no effect upon construction or interpretation.
- f. The covenants, terms, conditions, restrictions and purposes imposed with this Declaration shall not only be binding upon Grantor but also upon its agents, personal representatives, executors, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Conserved Area.

17. Any notice, demand, request, consent, approval or communication under this Declaration shall be sent by certified mail, return receipt requested or reliable overnight courier, addressed as follows:

To Grantor:

G. David Evick  
22 16<sup>th</sup> Street  
McMechen, WV 26040

To CALLC:

- (1) Chief Compliance Officer  
Chesapeake Appalachia, LLC  
6100 N. Western Ave.  
Oklahoma City, OK 73118

- (2) H. David Gold  
Wilmer Cutler Pickering Hale and Dorr LLP  
60 State Street  
Boston, MA 02109

To Third Parties:

TO EPA:

- (1) Stefania D. Shamet  
Senior Assistant Regional Counsel  
Water and General Law Branch  
Office of Regional Counsel  
United States Environmental Protection Agency  
Region III  
MC 3RC20  
1650 Arch St.  
Philadelphia, PA 19103-2029
- (2) Associate Director, Office of Environmental Programs  
Environmental Assessment and Innovation Division  
United States Environmental Protection Agency  
Region III  
MC 3EA40  
1650 Arch St.  
Philadelphia, PA 19103-2029

TO THE CORPS:

Dana M. Adipietro  
Assistant District Counsel  
U.S. Army Corps of Engineers  
Pittsburgh District  
1000 Liberty Ave., 22nd Floor  
Pittsburgh, PA 15222

Jon Coleman  
Chief, Southern Section, Regulatory Branch  
U.S. Army Corps of Engineers  
Pittsburgh District  
1000 Liberty Ave., 22nd Floor  
Pittsburgh, PA 15222

TO WVDEP:

Chief Inspector  
Environmental Enforcement

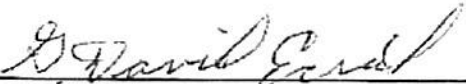
West Virginia Department of Environmental Protection  
601 57th St.  
Charleston, WV 25304

Chief  
Office of Oil and Gas  
West Virginia Department of Environmental Protection  
601 57th St.  
Charleston, WV 25304

18. A party may change the address or person to whom notices to it are required to be given by notice given in the manner above provided.

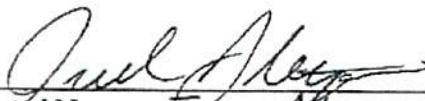
**IN WITNESS WHEREOF**, Grantor has set its hand and seal on the day and year first above written, and directs that this instrument be recorded in the office of the Marshall County.

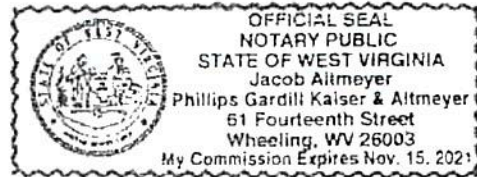
G. David Evick

By:   
Name: G. David Evick  
Title: \_\_\_\_\_

STATE OF West Virginia  
COUNTY OF Ohio

Be it remembered that on this 3rd day of March, 2015, before me, the subscriber, a Notary Public, personally appeared: G. David Evick and he thereupon acknowledged that he signed the foregoing instrument in such capacity, and that said instrument is the voluntary act of deed of said G. David Evick.

  
Printed Name: Jacob Altmeyer  
A Notary Public of West Virginia



My Commission Expires: 11-15-2021

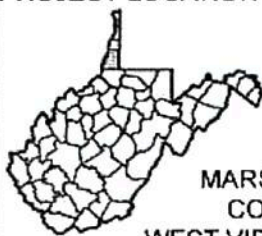


**EXHIBIT A**  
**CONSERVED AREA**



REFERENCE: WV NAIP AERIAL  
 IMAGERY, ACCESSED 03/2015.

**PROJECT LOCATION**



**LEGEND**

- CONSTRUCTED STREAM
- ▨ CONSTRUCTED WETLAND
- STREAM
- ▨ NWI WETLAND
- ▨ WETLAND
- ▨ CONSERVED AREA



**CONSERVED AREA**

LIBERTY DISTRICT  
 DEED BK 560 PG 277

NOTE: POINTS GIVEN ARE IN  
 WV STATEPLANE NORTH NAD83 FEET

**Evick Property Deed Restriction – Liberty District, Marshall County WV; Deed Book 569 Pg 36**

*Consisting of two individual restricted Conserved Areas including two (2) sections of stream restoration and two wetland mitigation cells located adjacent to an unnamed tributary of Laurel Run in Liberty District, Marshall County, WV (see attached map). The following descriptions reference WV State Plane North NAD 83 Data and are subject to and subservient to any prior existing property interest or right, existing at the time of this deed restriction, being recorded and there being a planned fifty (50) foot separation between Conserved Area 1 and Conserved Area 2:*

*Conserved Area 1 measuring 1.30 acres, starting at Latitude 39.735279, Longitude -80.63418 at the approximate centerline of the unnamed tributary of Laurel Run, running east/southeast (downstream) along the stream centerline for approximately 453 feet with an offset (looking downstream) of fifty (50) feet to the north (left) and fifty five (55) feet to the south (right) to a point in the approximate stream center at Latitude 39.734635, Longitude -80.632699. This conserved area encompassing a section of an unnamed tributary of the unnamed tributary of Laurel Run and the entirety of two constructed wetland cells located to the east and west of the unnamed tributary of the unnamed tributary of Laurel Run. This conserved area further includes a small offset on the unnamed tributary of the unnamed tributary of Laurel Run at Latitude 39.734681, Longitude -80.633756 running north (downstream) with an offset of 50 feet each side of the stream centerline until its intersection with the 55 foot offset of the unnamed tributary of Laurel Run.*

*Conserved Area 2 measuring 0.06 acres, starting at Latitude 39.734602, Longitude -80.632515 at the approximate centerline of the unnamed tributary of Laurel Run running east (downstream) along the stream centerline with an offset (looking downstream) of fifty (50) feet to the north (left) and fifty five (55) feet to the south (right) for approximately 25 feet to a point in the approximate stream center at Latitude 39.734596, Longitude -80.63243.*

*Bob Kayler*

11-9-92

THIS DEED, Made this 30<sup>th</sup> day of October, 1992, by and between WILLIAM KEITH STERN and BETTY LOU STERN, husband and wife, Parties of the First Part, and G. DAVID EVICK, Party of the Second Part.

WITNESSETH, That for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Parties of the First Part do hereby GRANT AND CONVEY with covenant of GENERAL WARRANTY unto the said Party of the Second Part, their interest in the following real estate, said real estate being described as Parcel 4 of Tax Map Number 29 and Parcel 14 of Tax Map Number 28, and whose address is R.D. #5, Cameron, situate in Liberty District, Marshall County, West Virginia, to-wit:

PARCEL NO. 1:

Beginning at a stone on the west side of the County road corner of Joshua Yoho; thence North 36° West 41.56 poles to a white walnut in a drain, corner to said Joshua Yoho; thence North 63° West 9.72 poles to a lynn corner to said Joshua Yoho; thence North 33- $\frac{1}{4}$ ° West 10 poles to a lynn, corner to said Joshua Yoho; thence North 50° West 8.8 poles to a water beech, corner to said Joshua Yoho; thence North 26° West 9 poles to a stake corner to said Joshua Yoho; thence North 27- $\frac{1}{4}$ ° West 6- $\frac{1}{4}$  poles to a sugar near a drain, corner to said Joshua Yoho; thence up a hill North 73- $\frac{1}{4}$ ° East 39.64 poles to a given corner to said Joshua Yoho; thence South 87- $\frac{1}{4}$ ° East 29.28 poles to a stone and two dogwood stumps in a line of the old Green survey running from the white oak, gum and two dogwoods to the white oak and hickory corner to the church lot; thence South 25° West 20 poles to a stone corner to the said church lot; thence South 14- $\frac{1}{4}$ ° West 14.76 poles to a stone corner to said church lot; thence North 25° East 20 poles to a stone corner to said church lot in a line of the old Green survey; thence South 86- $\frac{1}{4}$ ° East 117.52 poles to a dead white oak and living hickory corner to the Old Green Survey; thence South 3- $\frac{1}{4}$ ° West 76.88 poles to a stone corner to the old Pyles survey; thence South 84- $\frac{1}{4}$ ° East 130.92 poles to a white oak, corner to the Pyles survey; thence South 50° East 41.84 poles to a large chestnut oak corner to Thomas Taylor; thence South 35° West 97.36 poles to a small

chestnut corner to said Taylor in the old Gosney and Gorby survey; thence with said line North 53° West 32 poles to a stone in said line; thence South 49° West 28.56 poles to a white walnut and where and ash once stood near a drain corner to Joseph Geho; thence up the drain North 73- $\frac{1}{2}$ ° West 34 poles to a stone corner to said Joseph Geho; thence South 87- $\frac{3}{4}$ ° West 28 poles to a lynn corner to said Geho; thence North 54° West 9.16 poles to an ash, corner to Joshua Yoho; thence North 67° West 27.2 poles to a stone pile corner to said Joshua Yoho; thence North 52- $\frac{1}{2}$ ° West 55 poles to a beech corner to said Joshua Yoho in the old Gosney and Gorby line; thence North 61- $\frac{1}{2}$ ° West 25.84 poles to a beech corner to said Joshua Yoho; thence North 72° West 33- $\frac{1}{2}$  poles to a gum, corner to said Joshua Yoho; thence North 15° West 38 poles to a stone on the south side of County road, corner to said Joshua Yoho; thence North 40- $\frac{1}{2}$ ° East 6.28 poles to the place of beginning, containing two hundred forty-one (241) acres, and twenty-nine (29) poles.

PARCEL NO. 2:

Beginning at a stone at the mouth of Greens Run, tributary to Laurel Run; thence upon Laurel Run to a stone in the original line of Joseph Geho, now owned by Jas. Stern; thence with said line to chestnut in a line of G.W. Evans and S.T. Yoho; thence with said line to two small white oaks on west side of Green Run; thence to a white oak on bank of said run; thence to a hickory; thence to a stone on Green Run; thence down said run to the beginning, containing ten (10) acres, more or less.

This 10-acre parcel is actually a portion of the 241 acres set forth in Parcel No. 1, and accordingly, only a total of 241 acres have been conveyed in Parcel No. 1 and Parcel No. 2. A Deed of Corrections dated January 28, 1992 and recorded in Deed Book 564 at page 453 and has been recorded to explain the acreage discrepancy.

The Parties of the First Part, specifically EXCEPT and RESERVE the following nineteen (19) acres, more or less, and more specifically described as follows:

A tract of real estate situated along Secondary Route 92, Liberty District, Marshall County, West Virginia, more particularly bounded and described as follows:

Beginning at a point in the center of Secondary Route 92, near an original corner of a 241 acre tract of Stern (Deed Book 531, Page 74), thence running with the lines of Stern the following ten (10) courses:

N 36° 00' W 727.79 feet to a point, thence

N 63° 00' W 160.38 feet to a point, thence

N 33° 30' W 165.0 feet to a point, thence

N 50° 00' W 145.20 feet to a point, thence

N 26° 00' W 148.50 feet to a point, thence

N 27° 30' W 107.25 feet to a point, thence

N 73° 15' E 654.06 feet to a point, thence

S 87° 30' E 483.12 feet to a point, corner to the church lot, thence

S 25° 00' W 324.0 feet to a point, corner to the church lot, thence

S 87° 30' E 213.42 feet to a point in the center of Secondary Route 92, (erroneously called S 14-1/2 W in the original deed), thence with said road the following seven (7) courses:

S 21° 37' 30" W 109.20 feet to a point, thence

S 13° 44' 35" W 116.90 feet to a point, thence

S 06° 21' 10" W 235.25 feet to a point, thence

S 11° 05' 45" W 101.34 feet to a point, thence

S 19° 00' 20" W 155.87 feet to a point, thence

S 23° 23' 20" W 276.0 feet to a point, thence

S 33° 01' 20" W 43.64 feet to the place of beginning, containing 19.000 acres, more or less, according to a partial survey and calculations by Chadan Engineering, Inc., in October, 1992.

The aforesaid EXCEPTION and RESERVATION by the Parties of the First Part is further set forth in the attached survey diagram, and recorded with this Deed.

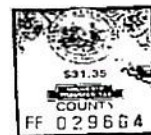
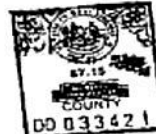
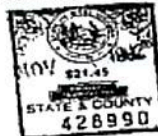
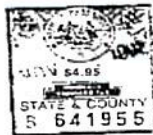
Excepting and reserving the coal heretofore sold underlying said tract, together with the appurtenant mining rights and privileges.

Excepting and reserving all the oil and gas within and underlying said tract of land, now under lease to Manufacturers Light and Heat Company, together with the right to execute similar leases in the future with the provision that the parties of the second part shall be entitled to the benefit of any provision in the existing or future leases that may be given, for free gas for domestic purposes, together with the right to payment for damages to the surface caused by any future operations for oil and gas.

This conveyance is made subject to all exceptions, reservations, covenants and conditions referred to or contained in the aforementioned deed and all prior deeds of record, and to all rights of way and easements of record.

BEING the same property conveyed to William Keith Stern by Deed from Lavonda Lee Emery and James Emery, Jr., her husband, dated the 13th day of February, 1987, and of record in the office of the Clerk of the County Commission of Marshall County, West Virginia in Deed Book 531, at page 74. William Keith Stern, then single, conveyed one-fourth of his interest in the property to Donald Ray Baker by Deed dated February 13, 1987, and of record in said Clerk's office in Deed Book 531, at page 77. Then, upon his marriage to Betty Lou Stern, the said William Keith Stern executed a Deed with the intention of joining with her, in his 3/4 interest, as a joint tenant with right of survivorship by Deed dated March 8, 1988 and recorded in Deed Book 538 at page 524. Finally, on the 26th day of June, 1991, Donald Ray Baker, a 1/2 owner, conveyed his interest to William Keith Stern and Betty Lou Stern, husband and wife, which conveyance is recorded in Deed Book 560, at page 277. A Deed of Corrections, dated January 28, 1992 is also recorded in Deed Book 564 at page 453.

Under penalties of fine and imprisonment as provided by law, the grantor hereby declares that the total consideration for this property hereby conveyed is Seventy-Two Thousand Dollars (\$72,000.00).



WITNESSETH the following signatures and seal:

William Keith Stern  
WILLIAM KEITH STERN

Betty Lou Stern  
BETTY LOU STERN

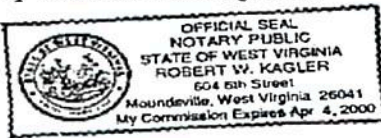
STATE OF WEST VIRGINIA,  
COUNTY OF Marshall to-wit:

I, Robert W. Kagler, a Notary Public of said  
County and State, do hereby certify that WILLIAM KEITH STERN  
and BETTY LOU STERN, husband and wife, whose names are signed  
to the writing above bearing date the 30th of October, 1992,  
has this day acknowledged the same before me in my said County  
and State.

Given, under my hand this 30th day of October, 1992.

Robert W. Kagler  
NOTARY PUBLIC of, WV and  
for said County and State

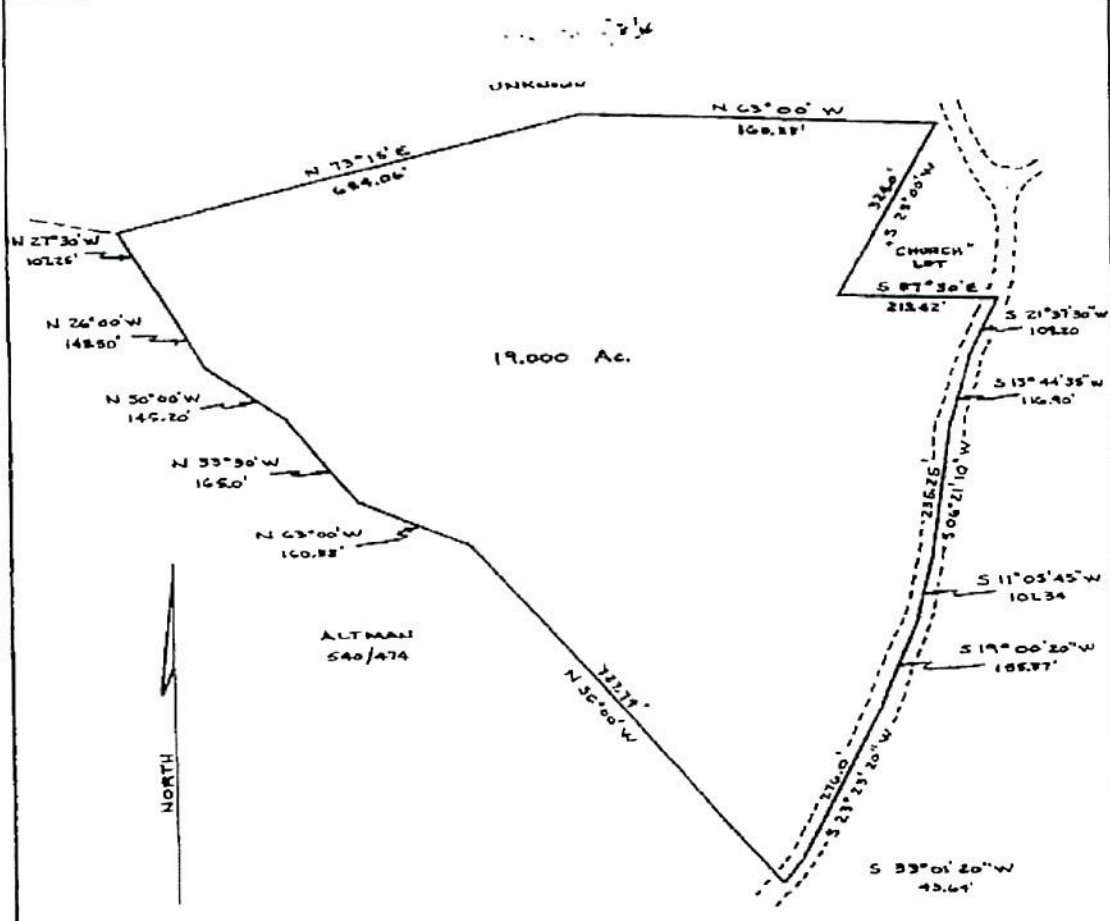
My Commission Expires:



This Deed was prepared by:

Lorraine Eckard-Gaudino, Esq.  
Attorney at Law  
69 Fifteenth Street  
Wheeling, WV 26003





TRACT TO BE RESERVED BY STERN  
(DEED BOOK 531, PAGE 74)

LIBERTY DISTRICT                      MARSHALL COUNTY                      WEST VIRGINIA  
SCALE: 1" = 200'



*Charles S. Garvick*  
 CHADAN ENGINEERING, INC.  
 CHARLES S. GARVICK, PE  
 WV REG. NO. 6856  
 OCTOBER 19, 1992

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, NORMA GLOVER SINE, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 30th day of Oct, 1992, was presented for and by me, admitted to record in my office upon the above certificate as to the part is therein named this 5th day of Nov, 1992 at 1:03 o'clock P.M.

TESTE: *Norma Glover Sine* Clerk.

**EXHIBIT B**  
**FORM OF NOTICE**

**Notice of Transfer, Change in Ownership or Easement**

In accordance with the deed restriction recorded in Marshall County at Deed Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Deed Restriction"), I, G. David Evick, hereby provide notice of a (circle applicable) transfer, change in ownership, and/or easement affecting the Conserved Area documented in Exhibit A of the Deed Restriction. The transfer, change in ownership and/or easement affecting the Conserved Area occurred on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ and is documented in the attached copy of the recorded instrument.

Name of new owner or easement holder:

\_\_\_\_\_

Address of new owner or easement holder:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
G. David Evick

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Be it remembered that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the subscriber, a Notary Public, personally appeared: G. David Evick and he thereupon acknowledged that he signed the foregoing instrument in such capacity, and that said instrument is the voluntary act of deed of said G. David Evick.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

A Notary Public of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

TO EPA:

- (1) Stefania D. Shamet  
Senior Assistant Regional Counsel  
Water and General Law Branch  
Office of Regional Counsel  
United States Environmental Protection Agency  
Region III  
MC 3RC20  
1650 Arch St.  
Philadelphia, PA 19103-2029
- (2) Associate Director, Office of Environmental Programs  
Environmental Assessment and Innovation Division  
United States Environmental Protection Agency  
Region III  
MC 3EA40  
1650 Arch St.  
Philadelphia, PA 19103-2029

B. TO THE UNITED STATES DEPARTMENT OF JUSTICE

Kenneth C. Amaditz  
Chloe H. Kolman  
Trial Attorneys  
Environmental Defense Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611

C. TO THE CORPS:

Dana M. Adipietro  
Assistant District Counsel  
U.S. Army Corps of Engineers  
Pittsburgh District  
1000 Liberty Ave., 22nd Floor  
Pittsburgh, PA 15222

D. TO THE STATE/WVDEP:

Chief Inspector  
Environmental Enforcement  
West Virginia Department of Environmental Protection  
601 57th St.

Charleston, WV 25304

James Martin, Chief  
Office of Oil and Gas  
West Virginia Department of Environmental Protection  
601 57th St.  
Charleston, WV 25304

E. TO DEFENDANT:

Chief Compliance Officer  
Chesapeake Appalachia, LLC  
6100 N. Western Ave.  
Oklahoma City, OK 73118

Associate General Counsel – EHS  
Chesapeake Appalachia, LLC  
6100 N. Western Ave.  
Oklahoma City, OK 73118

CHESAPEAKE ENERGY CORPORATION

| Date Filed | Instr Date | Book Type  | Book | Page | Instrument                            | Grantor   | Grantee   | Related Documents   | Acres | Total | Comments |
|------------|------------|------------|------|------|---------------------------------------|---|---|---|-------|-------|----------|
| 12/27/2013 |            | DEED       | 814  | 264  | AGREEMENT                             | CHESAPEAKE APPALACHIA LLC AND STATOIL USA<br>ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA<br>ONSHORE PROPERTIES INC | DEED+299+100\DEED+117+110\DE<br>D+653+657\DEED+654+38\DEED+6<br>54+380\DEED+654+67\AC\DEED+655+1<br>1\DEED+655+3\DEED+682+21\DEED+<br>693+190\DEED+693+612\DEED+694+<br>89\DEED+694+129\DEED+654+378\DE<br>EED+272+209\DEED+272+17\AC\DEED+<br>696+605\DEED+694+16\DEED+694+1<br>1\DEED+694+6\DEED+694+1\DEED+6<br>94+318\DEED+694+361\DEED+694+3<br>56\DEED+700+86\DEED+700+78\DE<br>D+144+494\DEED+645+102\DEED+6<br>45+100\DEED+645+345\DEED+645+3<br>43\DEED+646+161\DEED+691+53\DE<br>ED+702+21\AC\DEED+702+210\DEED+<br>703+609\DEED+702+206\DEED+705+<br>648\DEED+708+61\DEED+673+362\DE<br>EED+674+294\DEED+684+142\DEED+<br>691+51\DEED+674+118\DEED+670+8<br>60\DEED+670+354\DEED+670+357\DE<br>EED+675+570\DEED+683+323\DEED+<br>683+320\DEED+643+38\DEED+643+1<br>12\DEED+643+110\DEED+643+108\DE<br>EED+643+104\DEED+643+106\DEED+<br>643+256\DEED+643+254\DEED+643+<br>269\DEED+643+336\DEED+643+342\<br>DEED+643+332\DEED+643+558\DEE<br>D+643+564\DEED+643+568\DEED+6<br>43+562\DEED+682+610\DEED+644+3<br>DEED+645+102\DEED+645+100\DEE<br>D+645+345\DEED+645+343\DEED+6<br>46+161\DEED+691+53\DEED+702+21<br>4\DEED+702+210\DEED+703+609\DE<br>ED+702+206\DEED+654+378\DEED+<br>693+190\DEED+693+612\DEED+694+<br>89\DEED+694+129\DEED+657+210\DE<br>EED+657+385\DEED+669+19\DEED+6<br>70+633\DEED+671+108\DEED+671+1<br>05\DEED+671+102\DEED+671+99\DE<br>ED+671+96\DEED+671+178\DEED+6<br>71+172\DEED+671+181\DEED+671+1<br>66\DEED+671+169\DEED+671+175\DE<br>EED+671+518\DEED+672+69\DEED+6<br>72+335\DEED+674+60\DEED+375+27<br>9\DEED+353+91\DEED+272+17\AC\DE<br>D+272+210\DEED+360+257\DEED+2 |       |       |          |
| 10/07/2013 |            | ASSIGNMENT | 30   | 98   | ASSIGNMENT<br>OF OIL AND<br>GAS LEASE | EVA T STALKER   | EVA T STALKER TRUST   |   |       |       |          |

CHESAPEAKE ENERGY CORPORATION

| Date Filed | Instr Date | Book Type | Book | Page | Instrument                | Grantor   | Grantee                              | Related Documents   | Acres | Total | Comments |
|------------|------------|-----------|------|------|---------------------------|---|--------------------------------------|---|-------|-------|----------|
| 06/28/2013 |            | MORTGAGE  | 919  | 331  | SUPPLEMENTAL<br>INDENTURE | CHESAPEAKE APPALACHIA LLC AND CHESAPEAKE<br>ROYALTY LLC | P NATHAN BOWLES JR AND UNION BANK NA | MORTGAGE: 878+222\DEED+653+65<br>7\DEED+654+394\DEED+654+380\DE<br>ED+654+674\DEED+655+1\DEED+65<br>5+3\DEED+682+213\DEED+694+378\<br>DEED+693+190\DEED+693+612\DE<br>D+694+89\DEED+655+402\DEED+65<br>7+161\DEED+655+613\DEED+655+39<br>6\DEED+655+615\DEED+655+619\DE<br>ED+655+617\DEED+655+621\DEED+<br>657+158\DEED+657+264\DEED+657+<br>213\DEED+658+49\DEED+658+158\DE<br>EED+659+212\DEED+655+408\DEED+<br>658+49\DEED+653+305\DEED+66+6<br>24\DEED+662+624\DEED+655+297\DE<br>EED+690+223\DEED+660+421\DEED+<br>660+418\DEED+660+586\DEED+662+<br>1\DEED+661+648\DEED+662+4\DEED<br>+662+5\DEED+664+339\DEED+664<br>+389\DEED+666+159\DEED+667+397<br>\DEED+669+13\DEED+669+16\DEED+<br>674+61\DEED+674+64\DEED+674+67<br>\DEED+679+509\DEED+683+411\DEE<br>D+272+209\DEED+353+236\DEED+2<br>99+100\DEED+375+51\DEED+645+10<br>2\DEED+645+100\DEED+645+345\DE<br>ED+645+343\DEED+646+161\DEED+<br>691+53\DEED+702+214\DEED+702+2<br>10\DEED+703+609\DEED+702+206\DE<br>EED+705+648\DEED+708+81\DEED+6- |       |       |          |

CHESAPEAKE ENERGY CORPORATION

| Date Filed | Instr Date | Book Type | Book | Page | Instrument | Grantor   | Grantee   | Related Documents  | Accts | Total | Comments |
|------------|------------|-----------|------|------|------------|---|---|--|-------|-------|----------|
| 05/29/2013 |            | MORTGAGE  | 917  | 93   | MORTGAGE   | APPALACHIA MIDSTREAM SERVICES LLC AND WELLS FARGO BANK NA | APPALACHIA MIDSTREAM SERVICES LLC AND WELLS FARGO BANK NA | DEED+675+505/DEED+675+506/DEE<br>D+675+530/DEED+675+542/DEED+6<br>75+557/DEED+684+489/DEED+684+4<br>92/DEED+684+497/DEED+684+500/DE<br>EED+684+503/DEED+684+506/DEED+<br>692+214/DEED+692+216/DEED+693+<br>192/DEED+693+189/DEED+694+174/<br>DEED+694+181/DEED+694+188/DEE<br>D+694+305/DEED+694+489/DEED+6<br>95+207/DEED+702+326/DEED+703+1<br>6/DEED+703+645/DEED+704+1/DEED<br>+704+73/DEED+704+76/DEED+704+<br>79/DEED+704+85/DEED+704+88/DEE<br>D+704+91/DEED+704+94/DEED+704<br>+82/DEED+704+97/DEED+704+525/DE<br>EED+704+527/DEED+705+364/DEED+<br>705+367/DEED+705+371/DEED+705+<br>374/DEED+705+377/DEED+706+134/<br>DEED+706+136/DEED+706+138/DEE<br>D+706+140/DEED+706+438/DEED+7<br>07+111/DEED+707+179/DEED+707+1<br>82/DEED+707+185/DEED+707+627/DE<br>EED+708+147/DEED+710+134/DEED+<br>710+142/DEED+710+153/DEED+712+<br>131/DEED+712+139/DEED+712+142/<br>DEED+712+146/DEED+712+149/DEE<br>D+712+152/DEED+714+145/DEED+7<br>14+147/DEED+714+150/DEED+714+1<br>79/DEED+717+117/DEED+731+375/DE |       |       |          |



CHESAPEAKE ENERGY CORPORATION

| Date Filed | Instr Date | Book Type | Book | Page | Instrument | Grantor   | Grantee   | Related Documents  | Acct | Total | Comments |  |
|------------|------------|-----------|------|------|------------|---|---|--|------|-------|----------|--|
| 05/20/2013 |            | MORTGAGE  | 917  | 93   | MORTGAGE   | APPALACHIA MIDSTREAM SERVICES LLC AND WELLS FARGO BANK NA | APPALACHIA MIDSTREAM SERVICES LLC AND WELLS FARGO BANK NA | DEED+675+505\DEED+675+508\DEED+675+535\DEED+675+542\DEED+675+557\DEED+684+485\DEED+694+492\DEED+694+497\DEED+694+500\DEED+684+503\DEED+684+506\DEED+692+214\DEED+692+216\DEED+693+192\DEED+693+195\DEED+694+174\DEED+694+181\DEED+694+188\DEED+694+305\DEED+694+487\DEED+695+207\DEED+702+326\DEED+703+160\DEED+703+645\DEED+704+1\DEED+704+73\DEED+704+76\DEED+704+79\DEED+704+85\DEED+704+88\DEED+704+91\DEED+704+94\DEED+704+82\DEED+704+97\DEED+704+525\DEED+704+527\DEED+705+364\DEED+705+367\DEED+705+371\DEED+705+374\DEED+705+377\DEED+706+134\DEED+706+136\DEED+706+138\DEED+706+140\DEED+706+438\DEED+707+111\DEED+707+129\DEED+707+182\DEED+707+185\DEED+707+627\DEED+708+147\DEED+710+134\DEED+710+142\DEED+710+153\DEED+712+131\DEED+712+139\DEED+712+142\DEED+712+146\DEED+712+149\DEED+712+152\DEED+714+145\DEED+714+147\DEED+714+150\DEED+714+179\DEED+727+117\DEED+731+375\DEED |      |       |          |  |

CHESAPEAKE ENERGY CORPORATION

| Date Filed | Instr Date | Book Type | Book | Page | Instrument | Grantor   | Grantee   | Related Documents  | Acres | Total | Comments |
|------------|------------|-----------|------|------|------------|---|---|--|-------|-------|----------|
| 05/29/2013 |            | MORTGAGE  | 917  | 93   | MORTGAGE   | APPALACHIA MIDSTREAM SERVICES LLC AND WELLS FARGO BANK NA | APPALACHIA MIDSTREAM SERVICES LLC AND WELLS FARGO BANK NA | DEED+675+503\DEED+675+508\DEE<br>D+675+530\DEED+675+542\DEED+6<br>75+557\DEED+684+483\DEED+684+4<br>92\DEED+684+497\DEED+684+500\DE<br>EED+684+503\DEED+684+506\DEED+<br>692+214\DEED+692+210\DEED+693+<br>192\DEED+693+195\DEED+694+174\<br>DEED+694+181\DEED+694+188\DEE<br>D+694+305\DEED+694+489\DEED+6<br>95+207\DEED+702+320\DEED+703+1<br>6\DEED+703+645\DEED+704+1\DEED<br>+704+73\DEED+704+76\DEED+704+<br>79\DEED+704+85\DEED+704+88\DEE<br>D+704+91\DEED+704+94\DEED+704<br>+82\DEED+704+97\DEED+704+525\DE<br>EED+704+527\DEED+705+364\DEED+<br>705+367\DEED+705+371\DEED+705+<br>374\DEED+705+377\DEED+706+134\<br>DEED+706+130\DEED+706+138\DEE<br>D+706+140\DEED+706+438\DEED+7<br>07+111\DEED+707+179\DEED+707+1<br>82\DEED+707+185\DEED+707+627\DE<br>EED+708+147\DEED+710+134\DEED+<br>710+142\DEED+710+153\DEED+712+<br>131\DEED+712+139\DEED+712+142\<br>DEED+712+146\DEED+712+149\DEE<br>D+712+152\DEED+714+145\DEED+7<br>14+147\DEED+714+150\DEED+714+1<br>79\DEED+727+117\DEED+731+375\DE |       |       |          |

CHESAPEAKE ENERGY CORPORATION

| Date Filed | Instr Date | Book Type | Book | Page | Instrument | Grantor   | Grantee   | Related Documents  | Acres | Total | Comments |
|------------|------------|-----------|------|------|------------|---|---|--|-------|-------|----------|
| 12/21/2012 |            | MORTGAGE  | 909  | 489  | MORTGAGE   | APPALACHIA MIDSTREAM SERVICES LLC AND WELLS FARGO BANK NA AND CHESAPEAKE MLP OPERATING LLC AND CHESAPEAKE MIDSTREAM PARTNERS LP | APPALACHIA MIDSTREAM SERVICES LLC AND WELLS FARGO BANK NA AND CHESAPEAKE MLP OPERATING LLC AND CHESAPEAKE MIDSTREAM PARTNERS LP | DEED+741+200\DEED+741+19\DEED+741+133\DEED+737+378\DEED+745+354\DEED+746+48\DEED+745+357\DEED+741+208\DEED+741+21\DEED+741+215\DEED+735+12\DEED+735+129\DEED+731+385\DEED+731+380\DEED+737+352\DEED+744+569\DEED+743+1\DEED+743+5\DEED+744+566\DEED+737+370\DEED+744+563\DEED+736+11\DEED+736+95\DEED+736+103\DEED+736+91\DEED+737+366\DEED+737+361\DEED+737+374\DEED+736+119\DEED+737+374\DEED+741+161\DEED+744+535\DEED+746+350\DEED+744+555\DEED+741+235\DEED+748+575\DEED+741+183\DEED+741+226\DEED+743+9\DEED+741+239\DEED+741+243\DEED+741+247\DEED+741+174\DEED+741+192\DEED+744+547\DEED+744+539\DEED+744+560\DEED+746+43\DEED+737+34\DEED+735+137\DEED+737+328\DEED+736+99\DEED+737+382\DEED+736+123\DEED+735+125\DEED+748+581\DEED+737+332\DEED+741+229\DEED+737+336\DEED+748+568\DEED+736+115\DEED+741+231\DEED+746+35\DEED+746+39\DEED+737+34\DEED |       |       |          |

CHESAPEAKE ENERGY CORPORATION

| Date Filed | Instr Date | Book Type | Book | Page | Instrument | Grantor   | Grantor   | Related Documents  | Acres | Total | Comments |
|------------|------------|-----------|------|------|------------|---|---|--|-------|-------|----------|
| 12/21/2012 |            | MORTGAGE  | 909  | 489  | MORTGAGE   | APPALACHIA MIDSTREAM SERVICES LLC AND WELLS FARGO BANK NA AND CHESAPEAKE MLP OPERATING LLC AND CHESAPEAKE MIDSTREAM PARTNERS LP | APPALACHIA MIDSTREAM SERVICES LLC AND WELLS FARGO BANK NA AND CHESAPEAKE MLP OPERATING LLC AND CHESAPEAKE MIDSTREAM PARTNERS LP | DEED +741+200\DEED+741+196\DEED+735+133\DEED+737+378\DEED+745+35\DEED+746+48\DEED+745+35\DEED+741+208\DEED+741+212\DEED+741+215\DEED+735+121\DEED+735+129\DEED+731+385\DEED+731+380\DEED+737+352\DEED+744+569\DEED+743+1\DEED+743+5\DEED+744+566\DEED+737+370\DEED+744+563\DEED+736+111\DEED+736+95\DEED+736+103\DEED+736+91\DEED+737+350\DEED+737+366\DEED+737+361\DEED+737+374\DEED+741+161\DEED+744+535\DEED+746+350\DEED+744+555\DEED+741+235\DEED+748+575\DEED+741+183\DEED+741+220\DEED+743+9\DEED+741+239\DEED+741+243\DEED+741+247\DEED+741+174\DEED+741+192\DEED+744+547\DEED+744+543\DEED+744+539\DEED+744+560\DEED+746+43\DEED+737+340\DEED+735+137\DEED+737+328\DEED+736+99\DEED+737+382\DEED+736+123\DEED+735+125\DEED+748+581\DEED+737+332\DEED+741+229\DEED+737+333\DEED+748+568\DEED+736+115\DEED+741+231\DEED+746+350\DEED+746+39\DEED+737+344\DEED |       |       |          |

CHESAPEAKE ENERGY CORPORATION

| Date Filed | Last Date | Book Type | Book | Page | Instrument                | Grantor                 | Grantee  | Related Documents   | Acct | Total | Comments |
|------------|-----------|-----------|------|------|---------------------------|-------------------------|--|---|------|-------|----------|
| 05/09/2012 |           | MORTGAGE  | 896  | 582  | SUPPLEMENTAL<br>INDENTURE | JAMESTOWN RESOURCES LLC | P NATHAN BOWLES JR AND EIG MANAGEMENT<br>COMPANY LLC | DEED+117+110\DEED+272+174\DE<br>D+272+209\DEED+299+100\DEED+6<br>45+100\DEED+645+102\DEED+645+3<br>43\DEED+645+345\DEED+646+161\N<br>EED+652+32\DEED+653+367\DEED+6<br>53+515\DEED+653+657\DEED+654+1<br>52\DEED+654+270\DEED+654+270\DE<br>EED+654+368\DEED+654+373\DEED+<br>654+378\DEED+654+380\DEED+654+<br>384\DEED+654+530\DEED+654+533\<br>DEED+654+674\DEED+655+1\DEED+<br>655+3\DEED+655+354\DEED+655+81<br>\DEED+655+85\DEED+657+91\DEED+<br>658+176\DEED+658+607\DEED+659+<br>313\DEED+659+316\DEED+689+19\DE<br>EED+670+635\DEED+671+102\DEED+<br>671+105\DEED+671+108\DEED+671+<br>166\DEED+671+166\DEED+671+169\<br>DEED+671+172\DEED+671+175\DEE<br>D+671+178\DEED+671+181\DEED+6<br>71+518\DEED+671+96\DEED+671+99<br>\DEED+672+335\DEED+672+89\DEED<br>+673+538\DEED+674+60\DEED+674<br>+60\DEED+675+179\DEED+676+341\<br>DEED+677+608\DEED+682+104\DEE<br>D+682+106\DEED+682+215\DEED+6<br>83+443\DEED+683+472\DEED+683+4<br>74\DEED+684+190\DEED+684+271\N<br>EED+684+273\DEED+684+343\DEED+ |      |       |          |

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| Date Filed | Instr Date | Book Type | Book | Page | Instrument                | Grantor                 | Grantee  | Related Documents  | Acres | Total | Comments |
|------------|------------|-----------|------|------|---------------------------|-------------------------|--|--|-------|-------|----------|
| 05/09/2012 |            | MORTGAGE  | 896  | 582  | SUPPLEMENTAL<br>INCENTURE | JAMESTOWN RESOURCES LLC | P NATHAN BOWLES JR AND EIG MANAGEMENT<br>COMPANY LLC | DEED+117+110\DEED+272+17\ADE<br>D-272-209\DEED+299+100\DEED+6<br>45+100\DEED+645+102\DEED+645+3<br>43\DEED+645+345\DEED+646+161\D<br>EED+652+32\DEED+653+367\DEED+6<br>53+515\DEED+653+657\DEED+654+1<br>52\DEED+654+270\DEED+654+270\D<br>EED+654+368\DEED+654+373\DEED+<br>654+378\DEED+654+380\DEED+654+<br>384\DEED+654+390\DEED+654+533\<br>DEED+654+674\DEED+655+1\DEED+<br>655+3\DEED+655+354\DEED+655+81<br>\DEED+655+85\DEED+657+91\DEED+<br>658+176\DEED+658+607\DEED+659+<br>313\DEED+659+316\DEED+669+19\D<br>EED+670+63\DEED+671+102\DEED+<br>671+103\DEED+671+108\DEED+671+<br>160\DEED+671+166\DEED+671+169\<br>DEED+671+172\DEED+671+175\DEE<br>D+671+178\DEED+671+181\DEED+6<br>71+518\DEED+671+96\DEED+671+99<br>\DEED+672+33\DEED+672+69\DEED<br>+673+538\DEED+674+60\DEED+674<br>+60\DEED+676+179\DEED+676+341\<br>DEED+677+608\DEED+682+104\DE<br>D+682+106\DEED+682+213\DEED+6<br>83+443\DEED+683+472\DEED+683+4<br>74\DEED+684+190\DEED+684+271\D<br>EED+684+273\DEED+684+343\DEED+ |       |       |          |

CHESAPEAKE ENERGY CORPORATION

| Date Filed | Instr Date | Book Type | Book | Page | Instrument             | Grantor                 | Grantee   | Related Documents   | Acres | Total | Comments |
|------------|------------|-----------|------|------|------------------------|-------------------------|---|---|-------|-------|----------|
| 05/09/2012 |            | MORTGAGE  | 896  | 582  | SUPPLEMENTAL INDENTURE | JAMESTOWN RESOURCES LLC | P NATHAN BOWLES JR AND EIG MANAGEMENT COMPANY LLC | DEED+117+110\DEED-272+17\ADEE<br>D+272+209\DEED+299+100\DEED+6<br>45+100\DEED+645+102\DEED+65+3<br>43\DEED+645+345\DEED+646+161\D<br>EED+652+32\DEED+653+367\DEED+6<br>53+515\DEED+653+657\DEED+654+1<br>52\DEED+654+270\DEED+654+270\D<br>EED+654+368\DEED+654+373\DEED+<br>654+378\DEED+654+380\DEED+654+<br>384\DEED+654+530\DEED+654+533\<br>DEED+654+67\ADEED-655+1\DEED+<br>655+3\DEED+655+354\DEED+655+81<br>\DEED-655+85\DEED-657+91\DEED+<br>658+178\DEED-658+607\DEED-659+<br>313\DEED+659+316\DEED+669+19\D<br>EED+670+635\DEED+671+102\DEED+<br>671+105\DEED+671+108\DEED+671+<br>168\DEED+671+168\DEED+671+169\<br>DEED+671+172\DEED+671+175\DEE<br>D+671+178\DEED+671+181\DEED+6<br>71+518\DEED+671+96\DEED+671+99<br>\DEED+672+335\DEED+672+69\DEED<br>+673+538\DEED+674+60\DEED+674<br>+60\DEED+676+179\DEED+676+341\<br>DEED+677+608\DEED-682+10\ADEE<br>D+682+106\DEED+682+213\DEED+6<br>83+443\DEED+683+47\DEED+683+4<br>7\DEED+684+150\DEED+684+271\D<br>EED+684+273\DEED+684+343\DEED+ |       |       |          |

CHESAPEAKE ENERGY CORPORATION

| Date Filed | Instr Date | Book Type | Book | Page | Instrument                | Grantor                 | Grantee  | Related Documents   | Accts | Total | Comments |
|------------|------------|-----------|------|------|---------------------------|-------------------------|--|---|-------|-------|----------|
| 05/09/2012 |            | MORTGAGE  | 896  | 582  | SUPPLEMENTAL<br>INDENTURE | JAMESTOWN RESOURCES LLC | P NATHAN BOWLES JR AND EIG MANAGEMENT<br>COMPANY LLC | DEED+117-110\DEED+272+17\DE<br>D+272+209\DEED+299+100\DEED+6<br>45+100\DEED+645+102\DEED+645+3<br>43\DEED+645+345\DEED+646+161\D<br>EED+652+32\DEED+653+367\DEED+6<br>53+515\DEED+653+657\DEED+654+1<br>57\DEED+654+270\DEED+654+270\D<br>EED+654+368\DEED+654+373\DEED+<br>654+378\DEED+654+380\DEED+654+<br>384\DEED+654+520\DEED+654+533\<br>DEED+654+674\DEED+655+1\DEED+<br>655+3\DEED+655-35\DEED+655+81<br>\DEED+655+85\DEED+657+91\DEED+<br>658+176\DEED+658+607\DEED+659+<br>313\DEED+659-316\DEED+669+19\DE<br>EED+670+635\DEED+671+102\DEED+<br>671+105\DEED+671+108\DEED+671+<br>166\DEED+671+166\DEED+671+169\<br>DEED+671+172\DEED+671+175\DEE<br>D+671+178\DEED+671+181\DEED+6<br>71+518\DEED+671+96\DEED+671+99<br>\DEED+672+335\DEED+672+69\DEED<br>+673+538\DEED+674+60\DEED+674<br>+60\DEED+676+179\DEED+676-341\<br>DEED+677+608\DEED+682+104\DEE<br>D+682+106\DEED+682+213\DEED+6<br>83+443\DEED+683+472\DEED+683+4<br>74\DEED+684+190\DEED+684+271\DE<br>EED+684+273\DEED+684+343\DEED+ |       |       |          |



CHESAPEAKE ENERGY CORPORATION

| Date Filed | Instr Date | Book Type | Book | Page | Instrument               | Grantor                 | Grantee   | Related Documents   | Acres | Total | Comments |  |
|------------|------------|-----------|------|------|--------------------------|-------------------------|---|---|-------|-------|----------|--|
| 05/09/2012 |            | MORTGAGE  | 896  | 582  | 1 SUPPLEMENTAL INDENTURE | JAMESTOWN RESOURCES LLC | P NATHAN BOWLES JR AND EIG MANAGEMENT COMPANY LLC | DEED+117+110\DEED+272+17\A\DEED+272+209\DEED+299+100\DEED+645+100\DEED+645+102\DEED+645+343\DEED+645+343\DEED+646+161\VEED+652+32\DEED+653+367\DEED+653+519\DEED+653+657\DEED+654+132\DEED+654+270\DEED+654+373\DEED+654+378\DEED+654+380\DEED+654+384\DEED+654+530\DEED+654+533\DEED+654+674\DEED+655+1\DEED+655+3\DEED+655+354\DEED+655+81\VEED+655+85\DEED+657+9\VEED+658+17\DEED+658+607\DEED+659+313\DEED+659+316\DEED+669+19\DEED+670+63\VEED+671+102\DEED+671+103\DEED+671+108\DEED+671+166\DEED+671+166\DEED+671+169\DEED+671+172\DEED+671+175\DEED+671+178\DEED+671+181\DEED+671+518\DEED+671+96\DEED+671+99\VEED+672+33\DEED+672+69\DEED+673+538\DEED+674+60\DEED+674+60\DEED+676+179\DEED+676+341\DEED+677+608\DEED+682+104\DEED+682+106\DEED+682+213\DEED+683+443\DEED+683+472\DEED+683+474\DEED+684+190\DEED+684+271\DEED+684+273\DEED+684+343\DEED+ |       |       |          |  |





CHESAPEAKE ENERGY CORPORATION

| Date Filed | Instr Date | Book Type | Book | Page | Instrument | Grantor                      | Grantee            | Related Documents   | Acres | Total | Comments |
|------------|------------|-----------|------|------|------------|------------------------------|--------------------|---|-------|-------|----------|
| 04/19/2011 |            | MORTGAGE  | 878  | 1    | MORTGAGE   | CAMMAN EASTERN MIDSTREAM LLC | BANK OF AMERICA NA | DEED+677+110DEED+585+108WILL+60+4130DEED+585+1130DEED+694+1940DEED+694+4700DEED+680+600DEED+702+5280DEED+583+2590DEED+702+5340DEED+702+5650DEED+702+5370DEED+704+3000DEED+706+2350DEED+702+5010DEED+702+5300DEED+677+6330DEED+702+5320DEED+583+2550DEED+702+4870DEED+702+4990DEED+680+480DEED+702+5110DEED+702+5170DEED+680+660DEED+702+5150DEED+680+500DEED+711+2380DEED+702+5220DEED+704+3030DEED+682+1680DEED+702+5830DEED+702+5590DEED+707+1050DEED+702+5890DEED+682+1660DEED+702+5860DEED+680+4000DEED+702+4910DEED+80+440DEED+702+5130DEED+583+2630DEED+702+5240DEED+704+2980DEED+682+1620DEED+702+4890DEED+682+1740DEED+702+5090DEED+702+5030DEED+680+250DEED+704+3060DEED+702+5190DEED+680+230DEED+702+4990DEED+682+1720DEED+702+5260DEED+680+620DEED+702+4970DEED+583+2460DEED+702+4930DEED+583+2440DEED+707+410DEED+583+2530DEED+677+6330DEED+704+2940DEED+680+380DEED+702+5620DEED+702 |       |       |          |

CHESAPEAKE ENERGY CORPORATION

| Date Filed | Instr Date | Book Type | Book | Page | Instrument                 | Grantor  | Grantee            | Related Documents   | Acres     | Total      | Comments |
|------------|------------|-----------|------|------|----------------------------|--|--------------------|---|-----------|------------|----------|
| 04/04/2011 |            | MORTGAGE  | 877  | 1    | MORTGAGE                   | CAYMAN EASTERN MIDSTREAM LLC                                     | BANK OF AMERICA NA | DEED+585+108WILL+60+413\DEED+929+1112\WILL+60+413\DEED+694+194\DEED+694+470\DEED+680+60\DEED+702+528\DEED+583+239\DEED+702+534\DEED+702+565\DEED+694+194\DEED+702+537\DEED+704+300\DEED+706+23\DEED+702+501\DEED+702+530\DEED+677+63\DEED+702+532\DEED+583+255\DEED+702+487\DEED+702+499\DEED+680+48\DEED+702+511\DEED+702+517\DEED+680+66\DEED+702+515\DEED+680+50\DEED+711+238\DEED+702+522\DEED+704+303\DEED+682+168\DEED+702+583\DEED+702+559\DEED+707+105\DEED+702+589\DEED+682+164\DEED+702+586\DEED+680+40\DEED+702+491\DEED+680+44\DEED+702+513\DEED+583+263\DEED+702+524\DEED+704+298\DEED+682+162\DEED+702+489\DEED+682+174\DEED+702+503\DEED+680+25\DEED+704+306\DEED+702+519\DEED+680+23\DEED+702+495\DEED+682+172\DEED+702+520\DEED+680+62\DEED+702+497\DEED+583+246\DEED+702+493\DEED+583+244\DEED+702+41\DEED+583+253\DEED+677+63\DEED+704+294\DEED+680+38\DEED+698+416\DEED+645+102\DEED+645+100\DEED+645+34\DEED+645+34\DEED+646+161\DEED+691+53\DEED+702+214\DEED+702+210\DEED+703+609\DEED+702+206\DEED+654+378\DEED+693+190\DEED+693+612\DEED+694+89\DEED+694+129\DEED+687+210\DEED+657+385\DEED+669+19\DEED+670+635\DEED+671+108\DEED+671+105\DEED+671+102\DEED+671+99\DEED+671+96\DEED+671+178\DEED+671+172\DEED+671+181\DEED+671+166\DEED+671+166\DEED+671+175\DEED+671+518\DEED+672+89\DEED+672+335\DEED+674+60\DEED+375+279\DEED+353+91\DEED+272+174\DEED+272+210\DEED+3 | 24.171998 | 339.145236 |          |
| 02/25/2011 |            | DEED      | 725  | 75   | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC | HAMMERS UNIT       |   |           |            |          |

CHESAPEAKE ENERGY CORPORATION

| Date Filed | Instr Date | Book Type | Book | Page | Instrument                 | Grantor  | Grantee      | Relinqu Documents   | Acres   | Total       | Comments |
|------------|------------|-----------|------|------|----------------------------|--|--------------|---|---------|-------------|----------|
| 02/25/2011 |            | DEED      | 725  | 75   | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC | HAMMERS UNIT | DEED-698+416\DEED+645+102\DEED+645+100\DEED+645+345\DEED+645+343\DEED+646+161\DEED+691+53\DEED+702+214\DEED+702+210\DEED+703+609\DEED+702+206\DEED+654+378\DEED+693+190\DEED+693+612\DEED+694+89\DEED+694+129\DEED+657+210\DEED+657+385\DEED+669+19\DEED+670+635\DEED+671+108\DEED+671+103\DEED+671+102\DEED+671+99\DEED+671+96\DEED+671+178\DEED+671+172\DEED+671+181\DEED+671+166\DEED+671+169\DEED+671+175\DEED+671+518\DEED+672+69\DEED+672+335\DEED+674+60\DEED+375+279\DEED+353+91\DEED+272+174\DEED+272+210\DEED+3 | 1.2086  | 339,145,236 |          |
| 02/25/2011 |            | DEED      | 725  | 75   | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC | HAMMERS UNIT | DEED-698+416\DEED+645+102\DEED+645+100\DEED+645+345\DEED+645+343\DEED+646+161\DEED+691+53\DEED+702+214\DEED+702+210\DEED+703+609\DEED+702+206\DEED+654+378\DEED+693+190\DEED+693+612\DEED+694+89\DEED+694+129\DEED+657+210\DEED+657+385\DEED+669+19\DEED+670+635\DEED+671+108\DEED+671+103\DEED+671+102\DEED+671+99\DEED+671+96\DEED+671+178\DEED+671+172\DEED+671+181\DEED+671+166\DEED+671+169\DEED+671+175\DEED+671+518\DEED+672+69\DEED+672+335\DEED+674+60\DEED+375+279\DEED+353+91\DEED+272+174\DEED+272+210\DEED+3 | 0.83862 | 399,145,236 |          |

CHESAPEAKE ENERGY CORPORATION

| Date Filed | Instr Date | Book Type | Book | Page | Instrument                 | Grantor  | Grantee  | Related Documents   | Acres     | Total       | Comments |
|------------|------------|-----------|------|------|----------------------------|--|--|---|-----------|-------------|----------|
| 02/25/2011 |            | DEED      | 725  | 75   | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC   | HAMMERS UNIT   | D-659+416/DEED+645+102/DEED+645+345/DEED+645+345/DEED+646+161/DEED+691+53/DEED+702+210/DEED+702+206/DEED+693+190/DEED+694+129/DEED+657+210/DEED+657+285/DEED+669+19/DEED+670+635/DEED+671+108/DEED+671+102/DEED+671+102/DEED+671+178/DEED+671+172/DEED+671+181/DEED+671+173/DEED+671+166/DEED+671+169/DEED+671+173/DEED+671+518/DEED+672+69/DEED+672+335/DEED+674+60/DEED+375+279/DEED+353+91/DEED+272+210/DEED+3 | 67.65693  | 399,145,236 |          |
| 02/25/2011 |            | DEED      | 725  | 83   | AGREEMENT                  | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | D-645+102/DEED+645+100/DEED+645+345/DEED+691+53/DEED+702+210/DEED+703+609/DEED+654+378/DEED+693+190/DEED+694+129/DEED+657+210/DEED+657+285/DEED+669+19/DEED+670+635/DEED+671+108/DEED+671+102/DEED+671+102/DEED+671+178/DEED+671+172/DEED+671+181/DEED+671+173/DEED+671+166/DEED+671+169/DEED+671+173/DEED+671+518/DEED+672+69/DEED+672+335/DEED+674+60/DEED+353+91/DEED+272+174/DEED+272+210/DEED+360+257/DEED+2 | 24.171998 |             |          |
| 02/25/2011 |            | DEED      | 725  | 83   | AGREEMENT                  | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | D-645+102/DEED+645+100/DEED+645+345/DEED+691+53/DEED+702+210/DEED+703+609/DEED+654+378/DEED+693+190/DEED+694+129/DEED+657+210/DEED+657+285/DEED+669+19/DEED+670+635/DEED+671+108/DEED+671+102/DEED+671+102/DEED+671+178/DEED+671+172/DEED+671+181/DEED+671+173/DEED+671+166/DEED+671+169/DEED+671+173/DEED+671+518/DEED+672+69/DEED+672+335/DEED+674+60/DEED+353+91/DEED+272+174/DEED+272+210/DEED+360+257/DEED+2 | 12086     |             |          |

CHESAPEAKE ENERGY CORPORATION

| Date Filed | Instr Date | Book Type | Book | Page | Instrument | Grantor  | Grantee  | Related Documents   | Accts    | Total | Comments |
|------------|------------|-----------|------|------|------------|--|--|---|----------|-------|----------|
| 02/25/2011 |            | DEED      | 725  | 83   | AGREEMENT  | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | DEED+645+102/DEED+645+100/DEE<br>D+645+345/DEED+645+343/DEED+6<br>46+161/DEED+691+53/DEED+702+21<br>4/DEED+702+210/DEED+703+609/DE<br>ED+702+206/DEED+654+378/DEED+<br>693+190/DEED+693+612/DEED+694+<br>89/DEED+694+129/DEED+657+210/D<br>EED+657+385/DEED+669+19/DEED+6<br>70+635/DEED+671+108/DEED-671+1<br>09/DEED+671+102/DEED-671+99/DE<br>ED+671+96/DEED+671+178/DEED+6<br>71+172/DEED+671+181/DEED+671+1<br>60/DEED+671+169/DEED-672+69/DEED+6<br>72+335/DEED+674+60/DEED+375+27<br>9/DEED+353+91/DEED+272+174/DEE<br>D-272-210/DEED+360+257/DEED+2 | 0.83862  |       |          |
| 02/25/2011 |            | DEED      | 725  | 83   | AGREEMENT  | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | DEED+645+102/DEED+645+100/DE<br>D+645+345/DEED+645+343/DEED+6<br>46+161/DEED+691+53/DEED+702+21<br>4/DEED+702+210/DEED+703+609/DE<br>ED+702+206/DEED+654+378/DEED+<br>693+190/DEED+693+612/DEED+694+<br>89/DEED+694+129/DEED+657+210/D<br>EED+657+385/DEED+669+19/DEED+6<br>70+635/DEED+671+108/DEED-671+1<br>09/DEED+671+102/DEED-671+99/DE<br>ED+671+96/DEED+671+178/DEED+6<br>71+172/DEED+671+181/DEED+671+1<br>60/DEED+671+169/DEED-672+69/DEED+6<br>72+335/DEED+674+60/DEED+375+27<br>9/DEED+353+91/DEED+272+174/DEE<br>D-272-210/DEED+360+257/DEED+2  | 0.098661 |       |          |
| 02/25/2011 |            | DEED      | 725  | 83   | AGREEMENT  | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | DEED+645+102/DEED+645+100/DEE<br>D+645+345/DEED+645+343/DEED+6<br>46+161/DEED+691+53/DEED+702+21<br>4/DEED+702+210/DEED+703+609/DE<br>ED+702+206/DEED+654+378/DEED+<br>693+190/DEED+693+612/DEED+694+<br>89/DEED+694+129/DEED+657+210/D<br>EED+657+385/DEED+669+19/DEED+6<br>70+635/DEED+671+108/DEED-671+1<br>09/DEED+671+102/DEED-671+99/DE<br>ED+671+96/DEED+671+178/DEED+6<br>71+172/DEED+671+181/DEED+671+1<br>60/DEED+671+169/DEED-672+69/DEED+6<br>72+335/DEED+674+60/DEED+375+27<br>9/DEED+353+91/DEED+272+174/DEE<br>D-272-210/DEED+360+257/DEED+2 | 6/65693  |       |          |
| 01/19/2011 |            | DEED      | 721  | 134  | MEMORANDUM | G DAVID EVICK  | CAMAN EASTERN MIDSTREAM LLC  | DEED+569+36   | 22218    |       |          |
| 01/19/2011 |            | DEED      | 721  | 115  | MEMORANDUM | G DAVID EVICK  | CAMAN EASTERN MIDSTREAM LLC  | DEED+569+36   | 22218    |       |          |



CHESAPEAKE ENERGY CORPORATION

| Date Filed | Last Date | Book Type  | Book | Page | Instrument                      | Grantor   | Grantee  | Related Documents   | Acres | Total | Comments |
|------------|-----------|------------|------|------|---------------------------------|---|--|---|-------|-------|----------|
| 01/12/2011 |           | ASSIGNMENT | 24   | 10   | ASSIGNMENT OF OIL AND GAS LEASE | CHESAPEAKE APPALACHIA LLC                           | LARCHMONT RESOURCES LLC  | DEED+645+100\DEED+645+345\DEE<br>D+645+343\DEED+646+161\DEED+6<br>91+53\DEED+654+378\DEED-693+19<br>0\DEED+693+612\DEED-694+89\DEE<br>D-694+129\DEED+657+210\DEED+6<br>57+385\DEED+669+19\DEED-670+63<br>5\DEED+671+108\DEED-671+105\DE<br>ED+671+102\DEED+671+99\DEED+6<br>71+96\DEED+671+178\DEED+671+17<br>2\DEED+671+181\DEED-671+166\DE<br>ED+671+169\DEED-671+173\DEED+<br>671+518\DEED+672+69\DEED+672+3<br>35\DEED+674+60\DEED-375+279\DE<br>ED+353+91\DEED+272+174\DEED+2<br>72+210\DEED+360+257\DEED-299+6<br>8\DEED+375+215\DEED+375+215\DE  |       |       |          |
| 10/01/2010 |           | DEED       | 709  | 385  | DEED                            | O E BURGE AKA ONWARD E BURGE AND SARAH LOU BURGE HW | ONWARD E BURGE AND SARAH L BURGE AND STEPHEN W BURGE TRUSTEES OF THE ONWARD E BURGE TRUST DATED JUNE 21 2010 AND SARAH L BURGE AND ONWARD E BURGE AND STEPHEN W BURGE TRUSTEES OF THE SARAH L BURGE TRUST DATED JUNE 21 2010 | DEED+578+501\DEED+578+632\DEE<br>D+573+657\DEED+579+516\DEED+5<br>79+518\DEED+579+520\DEED+356+6<br>38\DEED-382+215\DEED+348+599\DE<br>EED+568+94\DEED+464+633\DEED+3<br>77+514\DEED+578+505\DEED+578+6<br>36\DEED+573+631\DEED+546+461\DE<br>EED+578+23\DEED+352+229\DEED+5<br>33+612\WILL+33+511\DEED+578+28\DE<br>EED+387+583\DEED+364+146\DEE<br>D+364+148\DEED+352+288\DEED+3<br>59+121\DEED-366+285\DEED+573+6<br>72\DEED+585+118\DEED+374+286\DE<br>EED+351+372\DEED+351+375\DEED+<br>351+442\WILL+70+554\DEED+668+4<br>33\DEED+668+427\DEED+668+420\DE<br>EED+352+125\DEED+393+132\DEED+<br>586+633\DEED+356+313\DEED+374+<br>509\DEED+374+394\DEED+355+447\DE<br>EED+387+150\DEED+383+299\DEE<br>D+576+608\DEED+353+186\DEED+5<br>50+546\DEED+565+95\DEED-378+34<br>5\DEED+398+84\DEED+391+417\DEE<br>D+349+461\DEED+415+545\DEED+4<br>15+554\DEED+415+556\DEED+355+7<br>DEED+569+36 |       |       |          |
| 07/08/2010 |           | DEED       | 704  | 97   | MEMORANDUM                      | G DAVID EVICK MARRIED                               | APPALACHIA MIDSTREAM SERVICES LLC  | DEED+569+36   |       |       |          |
| 07/08/2010 |           | DEED       | 704  | 85   | MEMORANDUM                      | G DAVID EVICK MARRIED                               | APPALACHIA MIDSTREAM SERVICES LLC  |   |       |       |          |



**CHESAPEAKE ENERGY CORPORATION**

| Date Filed | Instr Date | Book Type | Book | Page | Instrument                 | Grantor  | Grantee   | Related Documents  | Acres    | Total | Comments |
|------------|------------|-----------|------|------|----------------------------|--|---|--|----------|-------|----------|
| 04/07/2010 |            | DEED      | 698  | 410  | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC AND ALTON W STERN UNIT | DEED+655+398\DEED+655+400\DEED+655+406\DEED+657+276\DEED+657+273\DEED+657+270\DEED+657+518\DEED+659+385\DEED+659+529\DEED+659+533\DEED+660+276\DEED+660+414\DEED+660+280\DEED+660+509\DEED+669+19\DEED+670+635\DEED+671+108\DEED+671+105\DEED+671+102\DEED+671+99\DEED+671+96\DEED+671+178\DEED+671+172\DEED+671+181\DEED+671+166\DEED+671+169\DEED+671+175\DEED+671+518\DEED+672+69\DEED+672+335\DEED | 0        |       |          |
| 04/07/2010 |            | DEED      | 698  | 410  | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC AND ALTON W STERN UNIT | DEED+655+398\DEED+655+400\DEED+655+406\DEED+657+276\DEED+657+273\DEED+657+270\DEED+657+518\DEED+659+385\DEED+659+529\DEED+659+533\DEED+660+276\DEED+660+414\DEED+660+280\DEED+660+509\DEED+669+19\DEED+670+635\DEED+671+108\DEED+671+105\DEED+671+102\DEED+671+99\DEED+671+96\DEED+671+178\DEED+671+172\DEED+671+181\DEED+671+166\DEED+671+169\DEED+671+175\DEED+671+518\DEED+672+69\DEED+672+335\DEED | 0.150176 |       |          |
| 04/07/2010 |            | DEED      | 698  | 410  | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC AND ALTON W STERN UNIT | DEED+655+398\DEED+655+400\DEED+655+406\DEED+657+276\DEED+657+273\DEED+657+270\DEED+657+518\DEED+659+385\DEED+659+529\DEED+659+533\DEED+660+276\DEED+660+414\DEED+660+280\DEED+660+509\DEED+669+19\DEED+670+635\DEED+671+108\DEED+671+105\DEED+671+102\DEED+671+99\DEED+671+96\DEED+671+178\DEED+671+172\DEED+671+181\DEED+671+166\DEED+671+169\DEED+671+175\DEED+671+518\DEED+672+69\DEED+672+335\DEED | 0        |       |          |

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| 04/07/2010 |           | DEED      | 698  | 410  | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC AND ALTON W STERN UNIT | DEED+655+398/DEED+655+400/DEED+655+406/DEED+657+276/DEED+657+273/DEED+657+270/DEED+657+518/DEED+657+210/DEED+657+385/DEED+659+385/DEED+659+529/DEED+659+533/DEED+660+278/DEED+660+414/DEED+660+280/DEED+660+509/DEED+669+19/DEED+670+633/DEED+671+108/DEED+671+105/DEED+671+96/DEED+671+178/DEED+671+172/DEED+671+181/DEED+671+166/DEED+671+169/DEED+671+175/DEED+671+518/DEED+672+69/DEED+672+335/DEED+672+398/DEED+672+400/DEED+672+406/DEED+672+276/DEED+672+273/DEED+672+270/DEED+672+518/DEED+672+210/DEED+672+385/DEED+672+389/DEED+672+529/DEED+672+533/DEED+672+660+278/DEED+672+660+280/DEED+672+660+509/DEED+672+669+19/DEED+672+633/DEED+672+108/DEED+672+105/DEED+672+96/DEED+672+178/DEED+672+172/DEED+672+181/DEED+672+166/DEED+672+169/DEED+672+175/DEED+672+518/DEED+672+69/DEED+672+335/DEED | 0        |       |          |
| 04/07/2010 |           | DEED      | 698  | 410  | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC AND ALTON W STERN UNIT | DEED+655+398/DEED+655+400/DEED+655+406/DEED+657+276/DEED+657+273/DEED+657+270/DEED+657+518/DEED+657+210/DEED+657+385/DEED+659+385/DEED+659+529/DEED+659+533/DEED+660+278/DEED+660+414/DEED+660+280/DEED+660+509/DEED+669+19/DEED+670+633/DEED+671+108/DEED+671+105/DEED+671+96/DEED+671+178/DEED+671+172/DEED+671+181/DEED+671+166/DEED+671+169/DEED+671+175/DEED+671+518/DEED+672+69/DEED+672+335/DEED   | 0.255274 |       |          |
| 04/07/2010 |           | DEED      | 698  | 410  | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC AND ALTON W STERN UNIT | DEED+655+398/DEED+655+400/DEED+655+406/DEED+657+276/DEED+657+273/DEED+657+270/DEED+657+518/DEED+657+210/DEED+657+385/DEED+659+385/DEED+659+529/DEED+659+533/DEED+660+278/DEED+660+414/DEED+660+280/DEED+660+509/DEED+669+19/DEED+670+633/DEED+671+108/DEED+671+105/DEED+671+96/DEED+671+178/DEED+671+172/DEED+671+181/DEED+671+166/DEED+671+169/DEED+671+175/DEED+671+518/DEED+672+69/DEED+672+335/DEED   | 0.255131 |       |          |

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| 04/07/2010 |            | DEED      | 698  | 410  | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC AND ALTON W STERN UNIT | DEED+655+398\DEED+655+400\DEED+655+406\DEED+657+276\DEED+657+273\DEED+657+270\DEED+657+558\DEED+657+210\DEED+657+385\DEED+659+385\DEED+659+529\DEED+659+533\DEED+660+276\DEED+660+414\DEED+660+280\DEED+660+509\DEED+669+19\DEED+670+635\DEED+671+108\DEED+671+105\DEED+671+102\DEED+671+99\DEED+671+96\DEED+671+178\DEED+671+172\DEED+671+181\DEED+671+166\DEED+671+169\DEED+671+175\DEED+671+518\DEED+672+69\DEED+672+335\DEED | 0.255274 |       |          |
| 04/07/2010 |            | DEED      | 698  | 410  | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC AND ALTON W STERN UNIT | DEED+655+398\DEED+655+400\DEED+655+406\DEED+657+276\DEED+657+273\DEED+657+270\DEED+657+558\DEED+657+210\DEED+657+385\DEED+659+385\DEED+659+529\DEED+659+533\DEED+660+276\DEED+660+414\DEED+660+280\DEED+660+509\DEED+669+19\DEED+670+635\DEED+671+108\DEED+671+105\DEED+671+102\DEED+671+99\DEED+671+96\DEED+671+178\DEED+671+172\DEED+671+181\DEED+671+166\DEED+671+169\DEED+671+175\DEED+671+518\DEED+672+69\DEED+672+335\DEED | 0.367932 |       |          |

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| 04/07/2010 |            | DEED      | 698  | 410  | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC AND ALTON W STERN UNIT | D-655+398/DEED+655+400/DEED+406/DEED+657+270/DEED+657+5 SR/DEED+657+210/DEED+657+385/DEED+659+529/DEED+659+529/DEED+660+270/DEED+660+414/DEED+660+280/DEED+660+509/DEED+669+19/DEED+670+633/DEED+671+108/DEED+671+105/DEED+671+102/DEED+671+99/DEED+671+181/DEED+671+172/DEED+671+169/DEED+671+175/DEED+671+169/DEED+672+335/DEED | 0.255274 |       |          |
| 04/07/2010 |            | DEED      | 698  | 410  | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC AND ALTON W STERN UNIT | D-655+400/DEED+657+270/DEED+657+5 SR/DEED+657+210/DEED+657+385/DEED+659+385/DEED+659+529/DEED+659+533/DEED+660+270/DEED+660+414/DEED+660+280/DEED+660+509/DEED+669+19/DEED+670+633/DEED+671+108/DEED+671+105/DEED+671+102/DEED+671+99/DEED+671+181/DEED+671+172/DEED+671+169/DEED+671+175/DEED+671+169/DEED+672+335/DEED          | 7.358646 |       |          |

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| 04/07/2010 |           | DEED      | 698  | 410  | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC AND ALTON W STERN UNIT | DEED+655+396/DEED+655+400/DEED+655+406/DEED+657+276/DEED+657+273/DEED+657+270/DEED+657+58/DEED+657+210/DEED+657+385/DEED+659+385/DEED+659+529/DEED+659+533/DEED+660+276/DEED+660+414/DEED+660+280/DEED+660+509/DEED+669+190/DEED+670+633/DEED+671+108/DEED+671+105/DEED+671+102/DEED+671+99/DEED+671+96/DEED+671+178/DEED+671+172/DEED+671+181/DEED+671+166/DEED+671+169/DEED+671+175/DEED+671+518/DEED+672+69/DEED+672+333/DEED+672+569+36 | 0         |       |          |
| 04/07/2010 |           | DEED      | 698  | 410  | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC AS SUCCESSOR TO STATOILHYDRO USA ONSHORE PROPERTIES INC AND ALTON W STERN UNIT | DEED+655+396/DEED+655+400/DEED+655+406/DEED+657+276/DEED+657+273/DEED+657+270/DEED+657+58/DEED+657+210/DEED+657+385/DEED+659+385/DEED+659+529/DEED+659+533/DEED+660+276/DEED+660+414/DEED+660+280/DEED+660+509/DEED+669+190/DEED+670+633/DEED+671+108/DEED+671+105/DEED+671+102/DEED+671+99/DEED+671+96/DEED+671+178/DEED+671+172/DEED+671+181/DEED+671+166/DEED+671+169/DEED+671+175/DEED+671+518/DEED+672+69/DEED+672+333/DEED+672+569+36 | 20.596788 |       |          |
| 02/02/2010 |           | DEED      | 694  | 115  | RIGHT OF WAY               | G DAVID EVICK  | COLUMBIA GAS TRANSMISSION LLC   | DEED+569+36   | 102       |       |          |
| 02/02/2010 |           | DEED      | 694  | 181  | RIGHT OF WAY               | G DAVID EVICK MARRIED  | APPALACHIA MIDSTREAM SERVICES LLC   | DEED+569+36   | 102       |       |          |
| 02/02/2010 |           | DEED      | 694  | 188  | MEMORANDUM                 | G DAVID EVICK MARRIED  | APPALACHIA MIDSTREAM SERVICES LLC   | DEED+569+36   | 102       |       |          |
| 01/12/2010 |           | DEED      | 692  | 634  | DECLARATION OF POOLED UNIT | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC   | CHESAPEAKE APPALACHIA LLC AND STATOIL USA ONSHORE PROPERTIES INC  | DEED+653+398/DEED+655+400/DEED+655+406/DEED+657+276/DEED+657+273/DEED+657+270/DEED+657+58/DEED+657+210/DEED+657+385/DEED+659+385/DEED+659+529/DEED+659+533/DEED+660+276/DEED+660+414/DEED+660+280/DEED+660+509/DEED+669+190/DEED+670+633/DEED+671+108/DEED+671+105/DEED+671+102/DEED+671+99/DEED+671+96/DEED+671+178/DEED+671+172/DEED+671+181/DEED+671+166/DEED+671+169/DEED+671+175/DEED+671+518/DEED+672+69/DEED+672+333/DEED+672+569+36 | 241       |       |          |
| 01/07/2010 |           | DEED      | 692  | 564  | RIGHT OF WAY               | G DAVID EVICK  | COLUMBIA GAS TRANSMISSION LLC   | DEED+569+36   | 241       |       |          |





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|------------|------------|-----------|------|------|----------------------|---|---|--|-------|-------|----------|
| 08/11/2008 |            | DEED      | 671  | 181  | OIL AND GAS<br>LEASE | MARY GRIMES YEATER SINGLE                               | CHESAPEAKE APPALACHIA LLC                       | WILL-52+366  |       |       |          |
| 08/07/2008 |            | DEED      | 671  | 96   | OIL AND GAS<br>LEASE | DAVID PAUL YEATER A WIDOWER                             | CHESAPEAKE APPALACHIA LLC                       | CHANCERY+26+541  |       |       |          |
| 08/07/2008 |            | DEED      | 671  | 99   | OIL AND GAS<br>LEASE | RONALD G YEATER A SINGLE MAN                            | CHESAPEAKE APPALACHIA LLC                       | CHANCERY+26+541  |       |       |          |
| 08/07/2008 |            | DEED      | 671  | 102  | OIL AND GAS<br>LEASE | RUTH ANN YEATER A WIDOW                                 | CHESAPEAKE APPALACHIA LLC                       | CHANCERY+26+541  |       |       |          |
| 08/07/2008 |            | DEED      | 671  | 105  | OIL AND GAS<br>LEASE | WILLIAM TERRY YEATER A SINGLE MAN                       | CHESAPEAKE APPALACHIA LLC                       | CHANCERY+26+541  |       |       |          |
| 08/07/2008 |            | DEED      | 671  | 108  | OIL AND GAS<br>LEASE | CHARLES E YEATER A SINGLE MAN                           | CHESAPEAKE APPALACHIA LLC                       | CHANCERY+26+541  |       |       |          |
| 08/01/2008 |            | DEED      | 670  | 635  | OIL AND GAS<br>LEASE | CARLENE K CUNNINGHAM AND JAMES H CUNNINGHAM HFR HUSBAND | CHESAPEAKE APPALACHIA LLC                       | WILL+81+650WILL+48+236                                   |       |       |          |
| 05/27/2008 |            | DEED      | 669  | 19   | OIL AND GAS<br>LEASE | GEORGE H PYLES  | CHESAPEAKE APPALACHIA LLC                       | WILL-66+430  |       |       |          |
| 02/29/2008 |            | DEED      | 666  | 435  | RIGHT OF WAY         | G DAVID EYCK A MARRIED MAN                              | CHESAPEAKE APPALACHIA LLC                       | DEED+569+36  | 102   |       |          |
| 08/07/2003 |            | MORTGAGE  | 700  | 346  | MORTGAGE             | G DAVID EYCK AND JANET KAY EYCK                         | BRANCH BANKING AND TRUST COMPANY                | DEED+569-36DEED+531+7ADEED+564+451                       | 241   |       |          |
| 11/05/1992 |            | DEED      | 569  | 36   | DEED                 | WILLIAM KETH STERN AND BETTY LOU STERN HUSBAND AND WIFE | G DAVID EYCK                                    | DEED+564+453DEED+531+7ADEED+531+271HFN+538+524           | 241   |       |          |
| 11/05/1992 |            | MORTGAGE  | 518  | 415  | MORTGAGE             | G DAVID EYCK SINGLE                                     | ONE VALLEY BANK OF MORGANTOWN INC               | RELEASE+186+297DEED+518+415MORTGAGE+518+415DEED+531+74VM |       |       |          |
| 06/26/1991 |            | DEED      | 560  | 277  | DEED                 | DONALD RAY BAKER  | WILLIAM KETH STERN AND BETTY LOU STERN HIS WIFE | DEED+531+7ADEED+531+77DEED+538+524                       | 241   |       |          |
| 06/26/1991 |            | MORTGAGE  | 505  | 567  | MORTGAGE             | WILLIAM KETH STERN AND BETTY LOU STERN HW               | UNITED NATIONAL BANK NORTH                      | DEED+531+7ADEED+531+77DEED+538+524                       |       |       |          |
| 03/11/1988 |            | DEED      | 538  | 524  | DEED                 | WILLIAM KETH STERN AND BETTY LOU STERN HIS WIFE         | WILLIAM KETH STERN AND BETTY LOU STERN HIS WIFE | DEED+531+7ADEED+531+77                                   |       |       |          |
| 02/17/1987 |            | DEED      | 531  | 74   | DEED                 | LAVONDA LEE EMERY AND JAMES EMERY JR HW                 | WILLIAM KETH STERN                              |  |       |       |          |
| 02/17/1987 |            | DEED      | 531  | 77   | DEED                 | WILLIAM KETH STERN                                      | DONALD RAY BAKER                                | DEED+488+324   |       |       |          |

