

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

**CHESAPEAKE ENERGY
CORPORATION, *et al.*,¹**

Debtors.

Chapter 11

Case No. 20-33233 (DRJ)

(Jointly Administered)

**Ref. Docket Nos. 1363, 1559, (related to)
1305, (related to) 1366**

AFFIDAVIT OF SERVICE

STATE OF CONNECTICUT)

) ss.:

COUNTY OF MIDDLESEX)

ANGHARAD BOWDLER, being duly sworn, deposes and says:

1. I am employed as Director of Client Services by Epiq Corporate Restructuring, LLC, with their principal office located at 777 Third Avenue, New York, NY 10017. I am over the age of eighteen years and am not a party to the above-captioned action.
2. I caused to be served the:
 - a. “Notice of Auction for the Sale of the Debtors’ Mid-Con Assets Free and Clear of Any and All Claims, Interests, and Encumbrances,” dated October 13, 2020 [Docket No. 1363], (the “Sale Notice”),
 - b. “Supplemental Notice of Auction for the Sale of the Debtors’ Mid-Con Assets Free and Clear of Any and All Claims, Interests, and Encumbrances,” dated October 27, 2020 [Docket No. 1559], (the “Supplemental Sale Notice”),
 - c. “Bidding Procedures for the Sale of the Debtors’ Mid-Con Assets,” [Related to Docket No. 1305], a sample of which is annexed hereto as Exhibit A, (the “Bidding Procedures”), and

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/chesapeake>. The location of Debtor Chesapeake Energy Corporation’s principal place of business and the Debtors’ service address in these chapter 11 cases is 6100 North Western Avenue, Oklahoma City, Oklahoma 73118.

- d. “Notice of Selection of Stalking Horse Bidder,” dated October 13, 2020 [Related to Docket No. 1366], a sample of which is annexed hereto as Exhibit B, (the “Selection Notice”),

by causing true and correct copies of the:

- i. Sale Notice, Supplemental Sale Notice, Bidding Procedures and Selection Notice, to be enclosed securely in separate postage pre-paid envelopes and delivered via overnight mail to those parties listed on the annexed Exhibit C, on October 27, 2020,
 - ii. Supplemental Sale Notice, to be enclosed securely in separate postage pre-paid envelopes and delivered via overnight mail to those parties listed on the annexed Exhibit D, on October 27, 2020, and
 - iii. Sale Notice, Supplemental Sale Notice, Bidding Procedures and Selection Notice, to be enclosed securely in a separate postage pre-paid envelope and delivered via overnight mail to the following party: *Hendrick Ranch Royalties, Inc., 1836 W. Virginia St., McKinney, TX 75069*, on October 28, 2020.
3. All envelopes utilized in the service of the foregoing contained the following legend:
“LEGAL DOCUMENTS ENCLOSED. PLEASE DIRECT TO THE ATTENTION OF ADDRESSEE, PRESIDENT OR LEGAL DEPARTMENT.”

/s/ Angharad Bowdler

Angharad Bowdler

Sworn to before me this

3rd day of November, 2020

/s/ Amy E. Lewis

Notary Public, State of Connecticut

Acct. No. 100624

Commission Expires: 8/31/2022

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
	§	
CHESAPEAKE ENERGY CORPORATION, <i>et al.</i> , ¹	§	Case No. 20-33233 (DRJ)
	§	
Debtors.	§	(Jointly Administered)
	§	

**BIDDING PROCEDURES FOR THE
SALE OF THE DEBTORS' MID-CON ASSETS**

On June 28, 2020, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

On October 6, 2020, the Court entered the *Order (I) Approving Bidding Procedures for the Sale of the Debtors' Mid-Con Assets, (II) Approving the Bid Protections, (III) Scheduling an Auction, (IV) Approving the Form and Manner of the Notice Thereof, and (V) Approving Contract Assumption and Assignment Procedures* [Docket No. 1305] (the “Bidding Procedures Order”),² by which the Court approved the following procedures (the “Bidding Procedures”).

These Bidding Procedures set forth the process for a potential auction (the “Auction”) for the sale of the Debtors’ oil and gas properties and related infrastructure in the state of Oklahoma and Hemphill County in the state of Texas (the “Mid-Con Assets” and the “Sale”).³

Copies of the Bidding Procedures Order or other documents related thereto are available upon request to Epiq Corporate Restructuring, LLC by calling (855) 907-2082 (Toll Free) or +1 (503) 520-4448 (International) or visiting the Debtors’ restructuring website at (<https://dm.epiq11.com/chesapeake>).

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/chesapeake>. The location of Debtor Chesapeake Energy Corporation’s principal place of business and the Debtors’ service address in these chapter 11 cases is 6100 North Western Avenue, Oklahoma City, Oklahoma 73118.

² All capitalized terms used but not immediately defined shall have the meanings ascribed to them elsewhere in these Bidding Procedures.

³ For the avoidance of doubt, these Bidding Procedures are subject to the terms and conditions contained in any orders entered by this Court authorizing the use of cash collateral and debtor in possession financing with respect to the Debtors.

I. Assets to be Auctioned.

These Bidding Procedures set forth the terms by which prospective bidders, if any, may qualify for and participate in an Auction, thereby competing to make the highest or otherwise best offer or combination of offers which in the aggregate will make the highest or otherwise best offer to purchase the Debtors' Mid-Con Assets. The Mid-Con Assets will be offered for sale through an Auction. The Debtors may consider bids from multiple bidders (including multiple bids submitted by the same bidder) for the Mid-Con Assets in any combination.

The following is a table setting forth key dates and deadlines with respect to the Sale process:

Event or Deadline	Date and Time
Deadline to Designate a Stalking Horse Bidder (if any)	October 22, 2020
Qualified Bid Deadline	October 29, 2020, at 12:00 p.m. (prevailing Central Time)
Cure Objection Deadline	November 6, 2020, at 4:00 p.m. (prevailing Central Time)
Sale Objection Deadline	November 6, 2020 at 4:00 p.m. (prevailing Central Time); <i>provided, however</i> , that any objections to the manner in which the Auction was conducted and the identity of the Successful Bidder or Backup Bidder may be filed up to 24 hours prior to the Sale Hearing
Auction (if applicable)	An Auction will be held on November 10, 2020 at 10:00 a.m. (prevailing Central Time) via videoconference
Sale Hearing	November 13, 2020, at 9:00 a.m. (prevailing Central Time)

I. Public Announcement of Auction.

As soon as reasonably practicable after entry of the Bidding Procedures Order, the Debtors shall (a) serve on the Notice Parties (as defined below) a notice of the Auction and Sale (the "Sale Notice") and (b) publish the Sale Notice, with any modifications necessary for ease of publication, in *New York Times*, the *Oklahoman*, and the *Houston Chronicle*, the *Billings Gazette*, the *Philadelphia Inquirer*, the *Casper Star-Tribune*, the *Canton Repository*, and *The Advocate* to provide notice to any other potential interested parties.

II. Potential Bidder Requirements.

To participate in the bidding process or otherwise be considered for any purpose hereunder, a person or entity (other than any Stalking Horse Bidder) interested in purchasing the Debtors' Mid-Con Assets (a "Potential Bidder") must deliver or have previously delivered to the Debtors the following documents (collectively, the "Preliminary Bid Documents"):

- a. an executed confidentiality agreement (a "Confidentiality Agreement") in form and substance acceptable to the Debtors;

- b. a non-binding written indication of interest specifying, among other things, the amount and type of consideration to be offered, and any other material terms to be included in a bid by such party;
- c. preliminary proof by the Potential Bidder of its financial capacity to close the proposed transaction (which may include current audited or verified financial statements of, or verified financial commitments (“Financial Statements”) obtained by, the Potential Bidder (or, if the Potential Bidder is an entity formed for the purpose of acquiring the property to be sold, the party that will bear liability for a breach) as well as an overview of any recent transactions), the adequacy of which must be acceptable to the Debtors after consultation with the Consenting Stakeholders and the Committee;
- d. preliminary proof by the Potential Bidder of its ability to receive any and all necessary governmental, licensing, regulatory, and other approvals;
- e. identity of the Potential Bidder, including its legal name, jurisdiction and form of organization, and details regarding the ownership and capital structure of the Potential Bidder, as well as the identity of any controlling persons, significant direct or indirect equity or debt investors, and/or guarantors of such entity;
- f. a list with the names and contact information for any financial, legal and other advisors the Potential Bidder has engaged to assist in connection with the proposed Sale; and
- g. a description of the nature and extent of any due diligence the Potential Bidder wishes to conduct.

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of such Potential Bidder, as applicable, to consummate a proposed Sale. Promptly after a Potential Bidder delivers Preliminary Bid Documents, the Debtors shall (i) determine and notify each Potential Bidder as to whether such Potential Bidder has submitted acceptable Preliminary Bid Documents, (ii) provide copies of any such notices to the Notice Parties and any Stalking Horse Bidder, as applicable, and (iii) provide copies of such Preliminary Bid Documents to the Consenting Stakeholders and the Committee. Only those Potential Bidders that have submitted acceptable Preliminary Bid Documents to the reasonable satisfaction of the Debtors and their advisors, after consultation with the Consenting Stakeholders and the Committee, may submit bids to purchase the Debtors’ Mid-Con Assets. The Debtors reserve the right to work with any Potential Bidder to cure any deficiencies in the Preliminary Bid Documents.

III. Obtaining Due Diligence Access.

Only Potential Bidders that have submitted acceptable Preliminary Bid Documents to the reasonable satisfaction of the Debtors and their advisors, after consultation with the Consenting Stakeholders and the Committee, including any Stalking Horse Bidder (if any), shall be eligible to receive due diligence information and access to the Debtors’ electronic data room and to additional

non-public information regarding the Debtors. All due diligence requests must be directed to Intrepid Partners, LLC (“Intrepid”). The Debtors will provide to each Potential Bidder reasonable due diligence information, as requested by such Potential Bidder in writing, as soon as reasonably practicable after such request, and the Debtors shall post substantially all written due diligence provided to any Potential Bidder to the Debtors’ electronic data room. Potential Bidders will not, directly or indirectly, contact or initiate or engage in discussions in respect of matters relating to the Debtors or a potential transaction with any customer, supplier, or contractual counterparty of the Debtors without the prior written consent of the Debtors. The due diligence period will end on the Bid Deadline (as defined herein) and subsequent to the Bid Deadline the Debtors shall have no obligation to furnish any due diligence information.

In connection with the provision of due diligence information to Potential Bidders, the Debtors shall not furnish any confidential information relating to the Debtors or a potential transaction to any person except a Potential Bidder or such Potential Bidder’s duly authorized representatives to the extent provided in an applicable Confidentiality Agreement.

The Debtors and their advisors shall coordinate all reasonable requests for additional information and due diligence access from Potential Bidders; *provided* that the Debtors may decline to provide such information to Potential Bidders who, in the Debtors’ reasonable business judgment, after consultation with the Consenting Stakeholders and the Committee, have not established, or who have raised doubt, that such Potential Bidders intend in good faith to, or have the capacity to, consummate any Sale. For any Bidder who is a competitor or customer of the Debtors or is affiliated with any competitors or customers of the Debtors, the Debtors reserve the right to withhold or modify any diligence materials that the Debtors, in their sole discretion, determine are business-sensitive or otherwise inappropriate for disclosure to such bidder.

A. Communications with Potential Bidders (including Qualified Bidders).

Notwithstanding anything to the contrary in these Bidding Procedures, all substantive direct communications, including any diligence requests, with Potential Bidders and Qualified Bidders shall be through Intrepid (via email shall be acceptable).

Intrepid Partners, LLC, 1201 Louisiana Street, Suite 600, Houston, TX 77002, Attn.: Tony Fernandez (fernandez@intrepidfp.com), shall coordinate all requests for additional information and due diligence access on behalf of the Debtors.

B. Due Diligence from Potential Bidders (including Qualified Bidders).

Each Potential Bidder (including any Qualified Bidder) shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors or their advisors, the Committee and its respective advisors, and the Consenting Stakeholders and their respective advisors, regarding the ability of such Potential Bidder (including any Qualified Bidder) to consummate its contemplated transaction. Failure by a Potential Bidder (including any Qualified Bidder) to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors, after consultation with the Consenting Stakeholders and the Committee, to determine that such bidder is no longer a Qualified Bidder or that a bid made by such bidder is not a Qualified Bid.

IV. Stalking Horse Bidders and Bid Protections.

The Debtors shall be authorized, but not obligated, in an exercise of their business judgment, with the consent of the Consenting Stakeholders and after consultation with the Committee, to: (a) select one or more Qualified Bidders to act as stalking horse bidders in connection with the Sale (each, a “Stalking Horse Bidder”) and enter into a purchase agreement with respect to a Sale with such Stalking Horse Bidder (each such agreement, a “Stalking Horse Agreement”); and (b) in connection with any Stalking Horse Agreement with a Stalking Horse Bidder (i) provide a breakup fee of up to 2% of the proposed Purchase Price (as defined herein) (the “Breakup Fee”), (ii) agree to reimburse reasonable and documented out-of-pocket fees and expenses of the Stalking Horse Bidder up to 1% of the proposed Purchase Price (the “Expense Reimbursement”), and/or (iii) provide other appropriate and customary protections that are reasonably acceptable to the Consenting Stakeholders, after consultation with the Committee, or otherwise approved by the Court (together with the Breakup Fee and the Expense Reimbursement, the “Bid Protections”). No later than three business days after the selection of a Stalking Horse Bidder, the Debtors shall file a notice with the Court of such selection that includes a copy of an executed and binding Stalking Horse Agreement.

The Bid Protections shall be described in detail, including the amount and calculation of such Bid Protections, in the notice of Stalking Horse Bidder.

V. Bid Requirements.

To be selected to acquire the Mid-Con Assets or to be eligible to participate in the Auction, if applicable, a Potential Bidder (other than a Stalking Horse Bidder) must deliver to the Debtors and their advisors a written, irrevocable and binding offer for purchase of the Mid-Con Assets (the “Bid”) that must be determined by the Debtors in their business judgment, after consultation with the Consenting Stakeholders and the Committee, to satisfy each of the following conditions (collectively, the “Bid Requirements”):

- a. **Identity:** Each Bid must fully disclose the identity of each entity and each entity’s shareholders, partners, investors, and ultimate controlling entities that will be bidding for or purchasing the applicable assets or otherwise participating in connection with such Bid, and the complete terms of any such participation, along with sufficient evidence that the Potential Bidder is legally empowered to complete the transactions on the terms contemplated by the parties. Each Bid must also include contact information for the specific person(s) whom Intrepid and Kirkland & Ellis LLP (“Kirkland”) should contact regarding such Bid;
- b. **Identity of Mid-Con Assets and Purchase Price:** Each Bid must clearly state which of the Mid-Con Assets the Potential Bidder seeks to acquire and which liabilities of the applicable Debtor the Potential Bidder agrees to assume. Each Bid must clearly set forth the purchase price to be paid, including cash and non-cash components, if any, including any assumption of liabilities (collectively, the “Purchase Price”). The Purchase Price should be a single point value in U.S. Dollars for the total enterprise value of the Mid-Con Assets the Potential Bidder seeks to acquire on a cash-free, debt-free basis.

- c. **Good Faith Deposit:** Each Bid, other than a Stalking Horse Bid, must be accompanied by a cash deposit equal to ten percent of the cash consideration of such bid, submitted by wire transfer of immediately available funds to an escrow account to be identified and established by the Debtors (the “Good Faith Deposit”). To the extent a Qualified Bid (other than a Stalking Horse Bid) is modified before, during, or after the Auction in any manner that increases the purchase price contemplated by such Qualified Bid, the Debtors reserve the right to require that such Qualified Bidder (as defined below) increase its Good Faith Deposit so that it equals ten percent of the increased Purchase Price;
- d. **Markup of the Purchase Agreement:** Each Bid must be accompanied by executed transaction documents, including a draft purchase agreement, the form of which will be provided to any Potential Bidder prior to the Bid Deadline and in the case of an Auction with a Stalking Horse Bidder, a markup of the Stalking Horse Agreement, including the exhibits, schedules and ancillary agreements related thereto and any other related material documents integral to such Bid pursuant to which the Potential Bidder proposes to effectuate the proposed Sale transaction, along with copies that are marked to reflect any amendments and modifications from the form purchase agreement provided to such Potential Bidder, which amendments and modifications may not be materially more burdensome or otherwise inconsistent with these Bidding Procedures. The Debtors, in their reasonable business judgment, after consultation with the Consenting Stakeholders and the Committee, will determine whether any such amendments and modifications are materially more burdensome;
- e. **Committed Financing:** Each Bid must include committed financing, documented to the Debtors’ reasonable satisfaction, after consultation with the Consenting Stakeholders and the Committee, that demonstrates the Potential Bidder has received sufficient debt and equity funding commitments to satisfy such Potential Bidder’s Purchase Price and other obligations under its Bid, including the identity and contact information of the specific person(s) or entity(s) responsible for such committed financing whom Intrepid and Kirkland should contact regarding such committed financing. Such funding commitment shall not be subject to any internal approval, syndication requirements, diligence or credit committee approvals, and shall have covenants and conditions reasonably acceptable to the Debtors after consultation with the Consenting Stakeholders and the Committee;
- f. **Pro Forma Capital Structure:** Each Bid must include a description of the Bidder’s pro forma capital structure;
- g. **Contingencies; No Financing or Diligence Outs:** Any Bid shall not be conditioned on the obtaining or the sufficiency of financing, any internal approval, or on the outcome or review of due diligence, but may be subject to the accuracy at the closing of the specified representations and warranties, which shall not be more burdensome, in the Debtors’ reasonable business judgment after consultation with the Consenting Stakeholders and the Committee, than those contemplated by the Stalking Horse Bid, if any, and each Bid must identify with particularity each and

every condition to closing, including the executory contracts and unexpired leases for which assumption and assignment is required. The Potential Bidders are expected to have completed all of their due diligence by the Bid Deadline (as defined below), including all business, legal, accounting, and other confirmatory diligence. The extent and nature of any remaining due diligence should be set forth in a specific list attached to each Bid;

- h. **As-Is, Where-Is:** Each Bid must include a written acknowledgement and representation that the Potential Bidder: (i) has had an opportunity to conduct any and all due diligence prior to making its offer; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the assets in making its Bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the completeness of any information provided in connection therewith, except as expressly stated in the Potential Bidder's proposed purchase agreement;
- i. **Authorization:** Each Bid must contain evidence that the Potential Bidder has obtained authorization or approval from its shareholders and/or its board of managers or directors, as applicable, with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid;
- j. **Adequate Assurance of Future Performance:** Each Bid (other than a Stalking Horse Bid) must (i) identify the Contracts to be assumed and assigned in connection with the proposed Sale, (ii) provide for the payment of all Cure Costs related to such Contract by the Potential Bidder and (iii) demonstrate, in the Debtors' reasonable business judgment that the Potential Bidder can provide adequate assurance of future performance under all such Contracts;
- k. **Government Approvals:** Each Bid, including the Stalking Horse Bid (if any), must include a description of all governmental, licensing, regulatory, or other approvals or consents that are required to close the proposed Sale, together with evidence satisfactory to the Debtors, after consultation with the Consenting Stakeholders and the Committee, of the ability to obtain such consents or approvals in a timely manner, as well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the obtainment or effectiveness of any such consents or approvals;
- l. **Government Approvals Timeframe:** Each Bid must set forth (i) an estimated timeframe for obtaining any required governmental, licensing, regulatory, or other approvals or consents for consummating any proposed Sale, and (ii) the basis for such estimate;
- m. **Compliance with Bankruptcy Code and Non-Bankruptcy Law; Acknowledgment:** Each Bid must comply in all respects with the Bankruptcy Code and any applicable non-bankruptcy law. Each Bid must also include a written

acknowledgment that the Bidder agrees to all of the terms of the Sale set forth in these Bidding Procedures;

- n. **Irrevocable:** A Potential Bidder's Bid must be binding and irrevocable unless and until the Debtors accept a higher Bid and such Potential Bidder is not selected as the Backup Bidder (as defined herein);
- o. **No Fees:** Other than a Stalking Horse Bidder, each Potential Bidder presenting a Bid or Bids will bear its own costs and expenses (including legal fees) in connection with the proposed transaction, and by submitting its Bid is agreeing to refrain from and waive any assertion or request for breakup fee, transaction fee, termination fee, expense reimbursement, or any similar type of payment or reimbursement on any basis, including under section 503(b) of the Bankruptcy Code; *provided* that the Debtors are authorized in their discretion, with the consent of the Consenting Stakeholders and in consultation with the Committee, to provide the Bid Protections to one or more Stalking Horse Bidders in accordance with these Bidding Procedures;
- p. **Adherence to Bidding Procedures:** By submitting its Bid, each Potential Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and agrees not to submit a Bid or seek to reopen the Sale Process, or the Auction (if held), after conclusion of the selection of the Successful Bidder (as defined herein). By submitting its Bid, each Potential Bidder is agreeing to comply in all respects with the Bankruptcy Code and any applicable non-bankruptcy law;
- q. **Consent to Jurisdiction:** The Potential Bidder must submit to the jurisdiction of the Court and waive any right to a jury trial in connection with any disputes relating to the Debtors' qualification of Bids, the Auction (if held), the construction and enforcement of these Bidding Procedures, the Plan, the Sale documents, and the Closing, as applicable;
- r. **Backup Bid:** Each Bid shall provide that the Potential Bidder will serve as a backup bidder if the Potential Bidder's bid is the next highest or otherwise best bid;
- s. **Expected Closing Date:** Each Bid must state the Potential Bidder's expected date of closing of the Sale; and
- t. **Letters of Credit:** Any Bid must provide that the applicable bidder agrees that the obligations of any non-Debtor affiliate of the Debtors with regard to any letters of credit issued on behalf of any Debtor with respect to the applicable purchased assets will either be assumed, replaced, or continued, as applicable.

All Bids shall promptly be shared with the Consenting Stakeholders and the Committee. Only Bids fulfilling all of the preceding requirements contained in this section may, at the Debtors' reasonable discretion, after consultation with the Consenting Stakeholders and the Committee, be deemed to be "Qualified Bids," and only those parties submitting Qualified Bids may, at the Debtors' reasonable discretion, after consultation with the Consenting Stakeholders and the

Committee, be deemed to be “Qualified Bidders.”

Within one business day after the Bid Deadline, the Debtors shall determine, after consultation with the Consenting Stakeholders and the Committee, which Potential Bidders are Qualified Bidders and will notify the Potential Bidders whether Bids submitted constitute Qualified Bids, which will enable such Qualified Bidders to participate in the Auction. Any Bid that is not deemed a Qualified Bid shall not be considered by the Debtors; *provided, however*, that if the Debtors receive a Bid prior to the Bid Deadline (as defined below) that does not satisfy the requirements of a Qualified Bid, the Debtors may provide the Potential Bidder with the opportunity to remedy any deficiencies prior to the Auction. A Stalking Horse Bidder (if any) shall be deemed to be a Qualified Bidder, a Stalking Horse Bid shall be deemed a Qualified Bid, and a Stalking Horse Bidder (if any) may participate in the Auction with respect to the Debtors’ Mid-Con Assets.

The Debtors shall provide copies, on a “professionals’ eyes only” basis, of the applicable documents provided by all Potential Bidders pursuant to this section VII (excluding underling financial or qualifying documentation) as soon as reasonably practicable, but no later than two business days after receipt thereof, to the Consenting Stakeholders at the addresses contained in section 14.10 of the Restructuring Support Agreement and to the Committee.

VI. Bid Deadline.

Binding Bids must be received (via email shall be acceptable) by (a) the Debtors’ counsel, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn.: Patrick J. Nash (patrick.nash@kirkland.com), Marc Kieselstein (marc.kieselstein@kirkland.com), and Alexandra Schwarzman (alexandra.schwarzman@kirkland.com); (b) the Debtors’ investment banker Intrepid Partners, LLC, 1201 Louisiana Street, Suite 600, Houston, TX 77002, Attn.: Tony Fernandez (fernandez@intrepidfp.com) and David Gehring (gehring@intrepidfp.com); and (c) Shearman & Sterling LLP, Bank of America Tower, 800 Capitol Street, Suite 2200, Houston, TX 77002, Attn.: Jeremy Kennedy (jeremy.Kennedy@Shearman.com) and Ryan Staine (ryan.Staine@Shearman.com), in each case so as to be **actually received** no later than **12:00 p.m. (prevailing Central Time) on October 29, 2020** (the “Bid Deadline”).

VII. Evaluation of Qualified Bids.

Prior to the Auction (if held) the Debtors and their advisors will evaluate Qualified Bids and identify the Qualified Bid(s) that is, in the Debtors’ reasonable business judgment after consultation with the Consenting Stakeholders and the Committee the highest or otherwise best Bid (the “Starting Bid”). In the event a Stalking Horse Bidder is selected, the Starting Bid shall include the amount provided for in the Stalking Horse Bid, *plus* the amount of the Bid Protections, *plus* \$1.0 million. In addition, prior to the selection of the Successful Bidder, the Debtors may, in the Debtors’ reasonable business judgment engage in negotiations with bidders with respect to their Bids. For the avoidance of doubt, the Debtors, after consultation with the Consenting Stakeholders and the Committee, may select more than one Qualified Bid to collectively serve as the Starting Bid in an Auction (if held) if each such Qualified Bid contemplates the purchase of different Mid-Con Assets. In conducting the evaluation of the Qualified Bids, the Debtors will take into consideration the following non-exclusive factors:

- a. the amount of the Purchase Price of the Qualified Bid;
- b. the value to be provided to the Debtors under the Bid, including the net economic effect upon the Debtors' estates, taking into account any Stalking Horse Bidder's rights to any Bid Protections;
- c. the proposed changes or modifications to the form purchase agreement delivered in connection with such Qualified Bid and the comparative favorability of the terms set forth in such proposed purchase agreement versus any Stalking Horse Agreements, to the extent applicable;
- d. the assets and liabilities excluded from the Qualified Bid and any executory contracts or leases or other liabilities proposed to be assumed;
- e. any benefit to the Debtors' bankruptcy estates from any assumption of liabilities or waiver of liabilities;
- f. the certainty of a Qualified Bid leading to a confirmed plan (whether the Plan or some other plan);
- g. the transaction structure and execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals; and
- h. any other factors the Debtors may, consistent with their fiduciary duties, after consultation with the Consenting Stakeholders and the Committee, reasonably deem relevant.

Within 24 hours of the determination of the Starting Bid, but in no event later than 24 hours before the Auction, the Debtors will (1) notify any Stalking Horse Bidder(s) as to which Qualified Bid is the Starting Bid and (2) distribute a copy of the Starting Bid to each Qualified Bidder who has submitted a Qualified Bid.

If any Bid is determined by the Debtors not to be a Qualified Bid, the Debtors will refund such Qualified Bidder's Good Faith Deposit within five (5) business days after the Bid Deadline.

VIII. No Qualified Bids.

If no Qualified Bids other than a Stalking Horse Bid are received by the Bid Deadline, then the Debtors, after consultation with the Consenting Stakeholders and the Committee, may cancel the Auction, and may decide, in the Debtors' reasonable business judgment and with the consent of the Consenting Stakeholders and after consultation with the Committee to designate the Stalking Horse Bid as the Successful Bid, and pursue entry of the Sale Order approving a Sale of the Debtors' assets to the Stalking Horse Bidder pursuant to the Stalking Horse Agreement. The Debtors shall promptly file notice of any cancellation of the Auction and designation of the Stalking Horse Bid as the Successful Bid with the Bankruptcy Court.

IX. Right to Credit Bid.

Any Qualified Bidder that has a valid and perfected lien on any assets of the Debtors' estates (a "Secured Creditor") shall have the right to credit bid all or a portion of the value of such Secured Creditor's claims within the meaning of section 363(k) of the Bankruptcy Code; *provided* that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured; and *provided further* that any credit bid by a junior Secured Creditor shall contain a cash component sufficient to repay secured claims of a senior Secured Creditor.

Notwithstanding anything to the contrary contained herein and absent a further order of the Court, each of (a) the DIP Agent, (b) the Revolving Credit Facility Administrative Agent, (c) the FLLO Term Loan Agent, and (d) the Second Lien Notes Indenture Trustee shall have the right to credit bid all or any portion of the aggregate amount of its applicable outstanding secured obligations pursuant to section 363(k) of the Bankruptcy Code, and any such credit bid will be considered a Qualified Bid to the extent such bid is received by the Bid Deadline and complies with section 363(k) of the Bankruptcy Code and the requirements of this section XI.

X. Auction.

If one or more Qualified Bids are received by the Bid Deadline with respect to any applicable assets, then the Debtors shall conduct the Auction with respect to such assets. The Auction for each applicable asset shall commence on **November 10, 2020, at 10:00 a.m. (prevailing Central Time)**, via videoconference or such other form of remote communication arranged by counsel the Debtors, or such later time or other place as the Debtors determine, after consultation with the Consenting Stakeholders and the Committee, in which case the Debtors shall timely notify all Qualified Bidders of such later time or other place, and file a notice of the change on the Court's docket for these chapter 11 cases.

The Auction will be conducted in accordance with the following procedures (the "Auction Procedures"):

- a. except as otherwise provided herein, the Auction will be conducted openly;
- b. only Qualified Bidders, including any Stalking Horse Bidders (if any), shall be entitled to bid at the Auction;
- c. the Qualified Bidders, including any Stalking Horse Bidders (if any), shall appear at the Auction via remote video or through duly authorized representatives via remote video at the Auction;
- d. only the following parties shall be permitted to attend the Auction: authorized representatives of each of the Qualified Bidders (including any Stalking Horse Bidders), the Debtors and their respective advisors, the Consenting Stakeholders and their respective advisors, the members of the official committee of unsecured creditors and their respective advisors, and any other creditor party who makes a written request upon the Debtors to attend the Auction; *provided* that such request shall be actually received by the Debtors' counsel no later than 24 hours prior to

the commencement of the Auction; *provided further* that the Debtors reserve the right to retract their permission at any point during the Auction if such creditor party does not act in good faith and in orderly fashion during the Auction;

- e. Bids at the Auction, including any Bids by any Stalking Horse Bidder (if any), must be made in minimum increments of \$1.0 million (or such other amount as the Debtors may determine, after consultation with the Consenting Stakeholders and the Committee) of additional value (including after payment of the Bid Protections to any Stalking Horse Bidders, if applicable);
- f. each Qualified Bidder will be permitted a reasonable time to respond to previous bids at the Auction, as determined by the Debtors;
- g. the bidding will be transcribed or recorded to ensure an accurate recording of the bidding at the Auction;
- h. no Qualified Bidder (or its representatives) may communicate with one another, collude, or otherwise coordinate for purposes of participating in the Auction, and each Qualified Bidder will be required to confirm on the record of the Auction that (A) it has not engaged in any collusion, coordination, or unfair competitive practices with respect to the bidding or the Sale and (B) its Bid represents an irrevocable, binding, good faith, and bona fide offer to purchase some or all of the Mid-Con Assets identified in such Bid if such Bid is selected as the Successful Bid (as defined herein); *provided, however*, that two or more Qualified Bidders may coordinate to the extent they wish to provide a combined bid if the Debtors, after consultation with the Consenting Stakeholders and the Committee, approve such coordination in their reasonable discretion;
- i. the Auction will not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an overbid at the Auction to the then prevailing highest Bid, subject to the Debtors' right to require last and final Bids to be submitted on a "blind" basis;
- j. the Court and the Debtors will not consider bids made after the Auction has been closed;
- k. the Debtors reserve the right, in their reasonable business judgment, after consultation with the Consenting Stakeholders and the Committee, to adjourn the Auction one or more times to, among other things, (a) facilitate discussions between the Debtors and Qualified Bidders, (b) allow Qualified Bidders to consider how they wish to proceed, and (c) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their reasonable business judgment, after consultation with the Consenting Stakeholders and the Committee, may require that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the prevailing amount; and

1. the Auction will be governed by such other Auction Procedures as may be announced by the Debtors and their advisors, after consultation with the Consenting Stakeholders and the Committee, from time to time on the record at the Auction; *provided* that such other Auction Procedures are (a) not inconsistent with the Bidding Procedures Order, the Bankruptcy Code, or any other order of the Court, (b) disclosed orally or in writing to all Qualified Bidders, and (c) determined by the Debtors, after consultation with the Consenting Stakeholders and the Committee, to further the goal of attaining the highest or otherwise best offer for the Mid-Con Assets, as applicable.

For the avoidance of doubt, nothing in the Auction Procedures (if an Auction is held) will prevent the Debtors from exercising their respective fiduciary duties under applicable law (as reasonably determined in good faith by the Debtors).

XI. Acceptance of the Successful Bid.

The Auction shall continue until only one Qualified Bid is the highest or otherwise best bid to purchase the Debtors' Mid-Con Assets in the Debtors' reasonable business judgment with the consent of the Consenting Stakeholders and after consultation with the Committee and in a manner consistent with the exercise of their fiduciary duties and outlined below in further detail, (a "Successful Bid"), and that further bidding is unlikely to result in a different Successful Bid or Successful Bids that would be acceptable to the Debtors, at which point, the Auction will be closed. When determining the highest or otherwise best Qualified Bid, as compared to other Qualified Bids, the Debtors may consider the following factors in addition to any other factors that the Debtors deem appropriate: (a) the amount and nature of the total consideration; (b) the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof; (c) the net economic effect of any changes to the value to be received by each of the Debtors' estates from the transaction contemplated by the Bid Documents; and (d) the tax consequences of such Qualified Bid.

Any Qualified Bidder that submits a Successful Bid will be deemed a "Successful Bidder" with respect to the applicable assets. The Debtors shall promptly file notice of the Successful Bid and the Successful Bidder with the Bankruptcy Court. Within five days following conclusion of the Auction and selection of a Successful Bidder, or as soon as reasonably practicable thereafter, the Debtors shall present the results of the Auction at a hearing (the "Sale Hearing") and shall seek Bankruptcy Court approval to enter into a binding purchase agreement with the Successful Bidder on the terms of the Successful Bid (the order approving such entry, the "Sale Order"). The form of the Sale Order must be acceptable to the DIP Agent. For the avoidance of doubt, the Sale Order shall deem the Debtors' selection of the Successful Bid final and, subject to the designation of the Backup Bid (defined below), the Debtors shall not solicit or accept any further bids or offers to submit a bid after such selection; provided that, notwithstanding anything to the contrary in these Bidding Procedures, nothing in these Bidding Procedures shall require the board of directors, board of managers, or such similar governing body of any Debtor to take or refrain from taking any action that would be inconsistent with applicable law or its fiduciary obligations under applicable law.

Within one business day of the selection of the Successful Bidder, such Successful Bidder shall make a cash deposit, in addition to its Good Faith Deposit, in the amount of \$10 million, submitted by wire transfer of immediately available funds to an escrow account to be identified and established by the Debtors pursuant to a customary and reasonable escrow agreement. Each Successful Bidder and the Debtors shall, as soon as commercially reasonable and practicable, complete and sign all agreements, contracts, instruments, or other documents evidencing and containing the terms upon which each such Successful Bid was made.

XII. Designation of Backup Bidder.

The Qualified Bidder with the second highest or otherwise best bid or combination of bids (the “Backup Bid”) to purchase any or all of the applicable assets (the “Backup Bidder”) will be determined by the Debtors, with the consent of the Consenting Stakeholders and after consultation with the Committee, at the conclusion of the Auction and will be announced at that time to all the Qualified Bidders participating in the Auction. If for any reason a Successful Bidder fails to consummate the purchase of such assets within the time permitted after the entry of the Sale Order, then the Backup Bidder will automatically be deemed to have submitted the Successful Bid for such assets, and the Backup Bidder shall be deemed a Successful Bidder for such assets and shall be required to consummate any Sale with the Debtors as soon as is commercially practicable without further order of the Court, *provided* that the Debtors shall file a notice with the Court.

XIII. Approval of Sale.

The Debtors will present the results of the Auction to the Court for approval at the Sale Hearing, at which certain findings will be sought from the Court regarding the Auction, including, among other things, that: (a) the Auction was conducted, and the Successful Bidder was selected, in accordance with the Bidding Procedures; (b) the Auction was fair in substance and procedure; (c) the Successful Bid was a Qualified Bid as defined in the Bidding Procedures; and (d) consummation of any Sale as contemplated by the Successful Bid in the Auction will provide the highest or otherwise best offer for the Debtors and the Debtors’ Mid-Con Assets, and is in the best interests of the Debtors and their estates.

The Sale Hearing is presently scheduled to commence on **November 13, 2020, at 9:00 a.m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard, before the Honorable David R. Jones, United States Bankruptcy Court for the Southern District of Texas.

XIV. Return of Good Faith Deposit.

The Good Faith Deposit of a Successful Bidder shall, upon consummation of any Sale, be credited to the purchase price paid for the applicable assets. If a Successful Bidder fails to consummate any Sale, then the Good Faith Deposit shall be forfeited to, and retained irrevocably by, the Debtors, and all parties in interest, and the Debtors specifically, reserve the right to seek all available damages from the defaulting Successful Bidder.

The Good Faith Deposit of any Qualified Bidders that are not Successful Bidders or Backup Bidders will be returned within five business days after the Auction or upon the permanent withdrawal of the proposed Sale, and the Good Faith Deposit of any Backup Bidders will be

returned within five business days after the consummation of any Sale or upon the permanent withdrawal of the proposed Sale.

XV. Reservation of Rights.

The Debtors reserve their rights to modify these Bidding Procedures in their reasonable business judgment, after consultation with the Consenting Stakeholders and the Committee, in a manner consistent with the exercise of their fiduciary duties, and in any manner that will best promote the goals of the bidding process, or impose, at or before the Auction, additional customary terms and conditions on the sale of the Debtors' Mid-Con Assets, including, without limitation: (a) extending the deadlines set forth in these Bidding Procedures; (b) adjourning the Auction; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; (e) rejecting any or all Bids or Qualified Bids; and (f) adjusting the applicable minimum overbid increment, including by requesting that Qualified Bidders submit last or final bids on a "blind" basis; *provided* that the Debtors may not modify the consultation or consent rights provided to any Consenting Stakeholders or the Committee in the Bidding Procedures without the consent of the applicable Consenting Stakeholders or the Committee. For the avoidance of doubt, the Debtors reserve the right at any point prior to the selection of the Successful Bidder to terminate the Sale processes contemplated hereunder with respect to any or all of the Debtors' assets and seek to sell any or all assets pursuant to section 363(b) of the Bankruptcy Code.

XVI. Consent to Jurisdiction

All Qualified Bidders at the Auction will be deemed to have consented to the core jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection with any disputes relating to the Sale, the Auction and the construction and enforcement of these Bidding Procedures, or any written indications of interest, Preliminary Bid Documents, or the Bid Documents, as applicable, and consented to the entry of a final order or judgment in any way related to these Bidding Procedures, the bid process, the Auction, the Sale Hearing, or the construction and enforcement of any agreement or any other document relating to a Sale if it is determined that the Bankruptcy Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

Any parties raising a dispute relating to these Bidding Procedures must request that such dispute be heard by the Bankruptcy Court on an expedited basis.

XVII. Fiduciary Out.

Notwithstanding anything to the contrary in these Bidding Procedures, nothing in these Bidding Procedures or the Bidding Procedures Order shall require a Debtor or the board of directors, board of managers, or similar governing body of a Debtor, after consulting with counsel, to take any action or to refrain from taking any action related to any sale transaction to the extent taking or failing to take such action would be inconsistent with applicable law or its fiduciary obligations under applicable law.

Further, notwithstanding anything to the contrary in these Bidding Procedures, through the date of the Auction, nothing in these Bidding Procedures or the Bidding Procedures Order shall

diminish the right of the Debtors and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives to: (a) consider, respond to, and facilitate alternate proposals for sales or other restructuring transactions involving any or all of the Debtors' Mid-Con Assets (each an "Alternate Proposal"); (b) provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity; (c) maintain or continue discussions or negotiations with respect to Alternate Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternate Proposals; and (e) enter into or continue discussions or negotiations with holders of claims against or equity interests in a Debtor or any other party in interest in these chapter 11 cases (including any official committee and the United States Trustee), or any other entity regarding Alternate Proposals; *provided, however*, that the Consenting Stakeholders' rights to terminate the Restructuring Support Agreement pursuant to its terms shall be preserved, including upon the occurrence of a sale of any material assets that the Required Consenting Stakeholders have not consented to in writing (as provided for in section 12.01(f) of the Restructuring Support Agreement); *provided, further*, if the Restructuring Support Agreement is terminated pursuant to its terms, the consent and consultation rights provided to the Consenting Stakeholders in these Bidding Procedures shall be inapplicable except for the DIP Agent's consent rights with respect to the Stalking Horse Agreement, Successful Bid, Backup Bid, and Sale Order.

If the Debtors receive any Alternate Proposal, or any update to an Alternate Proposal from the counterparty thereto, then the Debtors shall (i) within two business days of receiving such proposal, provide counsel to the Consenting Stakeholders and the Committee with all documentation received in connection with such Alternate Proposal; (ii) provide counsel to the Consenting Stakeholders and the Committee with regular updates as to the status and progress of such Alternate Proposal; and (iii) respond promptly to reasonable information requests and questions from counsel to the Consenting Stakeholders and the Committee relating to such Alternate Proposal.

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EXHIBIT B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: CHESAPEAKE ENERGY CORPORATION, <i>et al.</i> , ¹ Debtors.	§ § § § § § §	Chapter 11 Case No. 20-33233 (DRJ) (Jointly Administered)
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NOTICE OF SELECTION OF STALKING HORSE BIDDER

PLEASE TAKE NOTICE that on September 11, 2020, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of (A) an Order (I) Approving Bidding Procedures for the Sale of the Debtors’ Mid-Con Assets, (II) Approving Bid Protections, (III) Scheduling Certain Dates With Respect Thereto, (IV) Approving the Form and Manner of Notice Thereof, and (V) Approving Contract Assumption and Assignment Procedures, and (B) an Order Authorizing the Debtors to Enter into a Definitive Purchase Agreement* [Docket No. 1147] (the “Bidding Procedures Motion”) with the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

PLEASE TAKE FURTHER NOTICE that on October 6, 2020, the Court entered the *Order (I) Approving Bidding Procedures for the Sale of the Debtors’ Mid-Con Assets, (II) Approving Bid Protections, (III) Scheduling Certain Dates With Respect Thereto, (IV) Approving the Form and Manner of Notice Thereof, and (V) Approving Contract Assumption and Assignment Procedures*, [Docket No. 1305] (the “Bidding Procedures Order”).²

PLEASE TAKE FURTHER NOTICE that on October 9, 2020, pursuant to and in accordance with paragraphs 9–11 of the Bidding Procedures Order, the Debtors selected Tapstone Energy, LLC to act as the Stalking Horse Bidder.

PLEASE TAKE FURTHER NOTICE that the Stalking Horse Agreement, including exhibits that identify, among other things, the Mid-Con Assets that are proposed to be sold to the Stalking Horse Bidder (including, for the avoidance of doubt, the Debtors’ interests in certain oil and gas leases in Oklahoma and Hemphill County, Texas) is attached hereto as **Exhibit A**.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/chesapeake>. The location of Debtor Chesapeake Energy Corporation’s principal place of business and the Debtors’ service address in these chapter 11 cases is 6100 North Western Avenue, Oklahoma City, Oklahoma 73118.

² Capitalized terms used but not defined herein have the meanings given to them in the Bidding Procedures Order or the Stalking Horse Agreement, as applicable.

PLEASE TAKE FURTHER NOTICE THAT consistent with the Bidding Procedures Order, the Stalking Horse Agreement provides for, among other things, (a) a Break-Up fee equal to 2% of the proposed unadjusted Purchase Price and (b) an Expense Reimbursement provision for reasonable, actual, and documented out-of-pocket expenses of the Stalking Horse Bidder of up to 1% of the proposed unadjusted Purchase Price.

PLEASE TAKE FURTHER NOTICE that the Debtors and the Stalking Horse Bidder reserve all of their rights to amend, modify, change, revise or otherwise alter in any respect the Stalking Horse Agreement in accordance with the terms of the Stalking Horse Agreement and the Bidding Procedures Order.

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in these chapter 11 cases are available free of charge by visiting <https://dm.epiq11.com/chesapeake>, by calling (855) 907-2082 (U.S. toll-free) or +1 (503) 520-4448 (international), or by emailing chesapeakeinfo@epiqglobal.com. You may also obtain copies of any pleadings by visiting the Court's website at <https://ecf.txsb.uscourts.gov> in accordance with the procedures and fees set forth therein.

[Remainder of page intentionally left blank.]

Houston, Texas
October 13, 2020

/s/ Matthew D. Cavanaugh

JACKSON WALKER L.L.P.

Matthew D. Cavanaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Kristhy M. Peguero (TX Bar No. 24102776)
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Email: mcavanaugh@jw.com
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vpolnick@jw.com

*Co-Counsel to the Debtors
and Debtors in Possession*

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Patrick J. Nash, Jr., P.C. (admitted *pro hac vice*)
Marc Kieselstein, P.C. (admitted *pro hac vice*)
Alexandra Schwarzman (admitted *pro hac vice*)
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Facsimile: (312) 862-2200
Email: patrick.nash@kirkland.com
marc.kieselstein@kirkland.com
alexandra.schwarzman@kirkland.com

*Co-Counsel to the Debtors
and Debtors in Possession*

Exhibit A

Stalking Horse Agreement

The Stalking Horse Agreement can be viewed at no charge by visiting <https://dm.epiq11.com/chesapeake>, clicking on the "Key Documents" tab, then clicking on the "Mid-Con Assets Sale Related Documents" folder, and then clicking on the "Stalking Horse Agreement" document.

You may also request a paper copy of the Stalking Horse Agreement at no charge by calling (855) 907-2082 (U.S. toll-free) or +1 (503) 520-4448 (international), or by emailing chesapeakeinfo@epiqglobal.com.

EXHIBIT C

CHESAPEAKE ENERGY CORPORATION, et al. - Case No. 20-33233
Overnight Mail Additional Service List

FRESNO PACIFIC UNIVERSITY
1717 S. CHESTNUT AVE.
FRESNO CA 93702

FBF ENERGY LLC
3701A S HARVARD AVE # 339
TULSA OK 74135-2265

WR OIL & GAS LLC
5001 SPRING VALLEY RD STE 100E
DALLAS TX 75244-8240

HENDRICK RANCH ROYALTIES, INC.
1509 MAIN ST., SUITE 1107
DALLAS TX 75201

MISSOURI-KANSAS-TEXAS RAILROAD
C/O UNION PACIFIC RAILROAD COMPANY, INC.
1400 DOUGLAS STREET, STOP 169C
OMAHA NE 68179

MARGARET E PETREE
C/O OKLAHOMA UNITED METHODIST FOUNDATION
11300 N. MAY AVENUE
OKLAHOMA OK 73120

EXHIBIT D

Claim Name	Address Information
A CROSS RANCH LTD	1824 DEVONSHIRE ST NICHOLS HILLS OK 73116-5308
A-CROSS (A+) RANCH, LTD.	P.O. BOX 765 ELK CITY OK 73648
AARON BERRY OIL & GAS FAM LLC	PO BOX 1588 TULSA OK 74101-1588
AARON BERRY OIL & GAS FAMILY LLC	P.O. BOX 1588 TULSA OK 74101-1588
AC OIL & GAS LLC	PO BOX 850131 YUKON OK 73085-0131
AC OIL & GAS LLC	21505 EAST 630 ROAD HENNESSEY OK 73742
ADVANCED SYSTEMS TECHNOLOGY	P.O. BOX 1714 LAWTON OK 73502-1714
AKKAH KMH TRUST	ADDRESS ON FILE
AKKAHKMH TRUST	PO BOX 3499 TULSA OK 74101-3499
ALFRED W LASHER JR	ADDRESS ON FILE
ALICE GRAHAM YOUNG	ADDRESS ON FILE
AMEL J HARMAN	ADDRESS ON FILE
AMOCO PRODUCTION COMPANY	4334 NW EXPRESSWAY, STE. 275 OKLAHOMA CITY OK 73116
AMOCO PRODUCTION COMPANY	1670 BROADWAY DENVER CO 80202
ANADARKO E AND P CO LP	PO BOX 1330 HOUSTON TX 77251-1330
ANADARKO E&P CO.	P.O. BOX 1330 HOUSTON TX 77251
ANADARKO E&P ONSHORE LLC	P.O. BOX 1330 HOUSTON TX 77251
ANADARKO E&P ONSHORE LLC	1201 LAKE ROBBINS DR SPRING TX 77380-1181
ANDREW J CLIFFORD	ADDRESS ON FILE
ANN C DRAPER	ADDRESS ON FILE
ANN C DRAPER	138 DANE HILL RD NEWTON MA 02461-2019
ANR PIPELINE COMPANY	717 TEXAS ST HOUSTON TX 77002
ARROW OIL & GAS INC	PO BOX 722347 NORMAN OK 73070-8776
ARROWN OIL & GAS	P.O. BOX 722347 NORMAN OK 73070
ARTHUR E LEE	ADDRESS ON FILE
ATCHLEY RESOURCES INC	6420 N SANTA FE AVE., STE B OKLAHOMA CITY OK 73134
ATCHLEY RESOURCES, INC.	6420-B NORTH SANTA FE AVE. OKLAHOMA CITY OK 73116
ATLAS OBO ENERGY LP	15603 KUYKENDAHL RD STE 200 HOUSTON TX 77090-3655
AXIS ENERGY CORP	P.O. BOX 2107 ROSWELL NM 88202-2107
B CURTIS HAMM	ADDRESS ON FILE
B MAQ LLC	5825 S PEORIA AVE STE 3 TULSA OK 74105-8406
BANDERA INC	7134 S YALE AVE STE 510 TULSA OK 74136-6387
BANDERA RESOURCES, INC.	SUITE 230, SUN OIL BUILDING, 500 4TH AVENUE S.W. CALGARY AB T2P 0Z7 CANADA
BC OPERATING	4000 N BIG SPRING ST STE 310 MIDLAND TX 79705-4628
BCE MACH II LLC	14201 WIRELESS WAY STE 300 OKLAHOMA CITY OK 73134-2521
BCE-MACH III LLC	PO BOX 248819 OKLAHOMA CITY OK 73124-8819
BECKY R COOPER	ADDRESS ON FILE
BEREN CORP	2020 N BRAMBLEWOOD ST WICHITA KS 67206-1094
BERRY OIL & GAS LLC	3213 O STREET NW WASHINGTON DC 20007-2843
BERRY OIL & GAS LLC MAX N BERRY MANAGER	3213 O ST NW WASHINGTON DC 20007-2843
BETTY JEAN CAMPBELL	ADDRESS ON FILE
BILL BOWERS	ADDRESS ON FILE
BILLY DALE & ALICE J DOTTER	ADDRESS ON FILE
BLACK OAK ENERGY LLC	701 NW 5TH ST OKLAHOMA CITY OK 73102-1603
BLACKHAWK INVESTMENTS LLC	6528 E 101ST ST D-1 # 370 TULSA OK 74133-6724
BO-MC RESOURCES CORP	P.O. BOX 1765 ENID OK 73702-1765
BOKF PETRO HOLDING LLC	2525 KELL BLVD STE 510 WICHITA FALLS TX 76308-1061
BP AMERICA PRODUCTION CO	P.O. BOX 848103 DALLAS TX 75284-8103
BP AMERICA PRODUCTION CO	PO BOX 696505 SAN ANTONIO TX 78269-6505

Claim Name	Address Information
BP AMERICA PRODUCTION COMPANY	P.O. BOX 3092 HOUSTON TX 77253-3092
BRG PETROLEUM LLC	7134 S. YALE, STE 600 TULSA TX 74136
BRG PETROLUEM LLC	7134 S YALE AVE STE 600 TULSA OK 74136-6353
BRUCE AUGSBURGER	ADDRESS ON FILE
BRYAN AND BARBARA GRUBBS REVOCABLE TRUST	8001 MARBLE RD KENSINGTON OH 44427
BRYAN W WELCH	ADDRESS ON FILE
BURLINGTON RESOURCES O&G OK	P.O. BOX 22295 CHICAGO IL 60673-1222
BURLINGTON RESOURCES O&G OK	PO BOX 7500 BARTLESVILLE OK 74005-7500
C STEVEN DUNCKER	ADDRESS ON FILE
CABOT OIL & GAS CORP	P.O. BOX 972875 DALLAS TX 75397-2875
CABOT OIL AND GAS CORP.	PO BOX 4544 HOUSTON TX 77210
CADDO EXPLORATION LLC	121 S SANTA FE AVE NORMAN OK 73069-5636
CAMDEN ENERGY CORP	P.O. BOX 31196 EDMOND OK 73003-0020
CARDINAL RIVER ENERGY I LP	211 N ROBINSON AVE STE 200 OKLAHOMA CITY OK 73102-7171
CAREYLOU INC	P.O. BOX 291 LAWTON OK 73502-0291
CASCADE ENERGY LP	PO BOX 7849 DALLAS TX 75209
CASCADE ENERGY LP	P.O. BOX 7849 DALLAS TX 75209-0849
CDM ENERGY LLC	P.O. BOX 21233 OKLAHOMA CITY OK 73156-1233
CEDAR FARMS INVESTMENTS LLC	P.O. BOX 20745 OKLAHOMA CITY OK 73156-0745
CEOG LLC	P.O. BOX 18487 OKLAHOMA CITY OK 73154-0487
CHALLENGER CRUDE LTD	3525 ANDREWS HWY MIDLAND TX 79703-5056
CHARLES & MARILYN PUTNEY	15206 FLAMELEAF GARDENS CT CYPRESS TX 77433-5711
CHARLES A KILLAM JR	ADDRESS ON FILE
CHARLES A KILLAM JR TR DAPHNE KILLAM HAL	7316 NW 113TH ST OKLAHOMA CITY OK 73162-2747
CHARLES A KILLAM JR TRUST	ADDRESS ON FILE
CHARLES AND MARILYN PUTNEY AND	JOSEPHINE HESTER 15206 FLAMELEAF GARDENS CT CYPRESS TX 77433-5711
CHARLES L BUXTON REV TR	6701 AVONDALE DR NICHOLS HILLS OK 73116-6001
CHARLES L BUXTON REVOCABLE TRUST	ADDRESS ON FILE
CHESS OIL PROPERTIES LLC	P.O. BOX 471586 TULSA OK 74147-1586
CHESS OIL PROPERTIES, LLC	P.O. BOX 57046 OKLAHOMA CITY OK 73157
CHEVRON USA INC	P.O. BOX 730436 DALLAS TX 75373-0436
CHEVRON USA INC	6301 DEAUVILLE BLVD. MIDLAND TX 79706
CHEVRON USA, INC.	P. O. BOX 1634 HOUSTON TX 77251
CHK GRANITE WASH TRUST	PO BOX 18496 OKLAHOMA CITY OK 73118-0496
CIMAREX ENERGY CO	202 S. CHEYENNE AVE., STE. 1000 TULSA OK 74103
CIMAREX ENERGY CO.	15 EAST 5TH STREET, SUITE 1000 TULSA OK 74103-4346
CLAY C SMITH INC	512 NW 19TH ST OKLAHOMA CITY OK 73103-1851
CONNIE W ELLISON REV TR	PO BOX 18233 OKLAHOMA CITY OK 73154-0233
CONNIE W ELLISON REVOCABLE TRUST	ADDRESS ON FILE
CONSUL PROPERTIES LLC	6608 N WESTERN AVE PMB 401 OKLAHOMA CITY OK 73116-7326
CONTINENTAL RESOURCES INC	20 N. BROADWAY AVENUE OKLAHOMA CITY OK 73126
CONTINENTAL RESOURCES INC	20 N BROADWAY OKLAHOMA CITY OK 73126
CREST RESOURCES INC	111 WEST 5TH STREET, STE. 420 TULSA OK 74103
CREST RESOURCES, INC.	111 W. 5TH, STE 420 TULSA OK 74103
D DOUGLAS HAGER	ADDRESS ON FILE
DAN C SCHOOLEY	ADDRESS ON FILE
DANIEL J SULLIVAN JR	ADDRESS ON FILE

Claim Name	Address Information
DARYL WAYNE SCALES	ADDRESS ON FILE
DAVID A GUEST	ADDRESS ON FILE
DAVID H MURDOCK DBA	INTERNATIONAL MINING CO. 10000 STOCKDALE HWY STE 300 BAKERSFIELD CA 93311-3604
DAVID H MURDOCK DBA INTERNATL MINING CO	10000 STOCKDALE HWY STE 300 BAKERSFIELD CA 93311-3604
DAVID K KAUGHER	134 TELFORD LN SAINT SIMONS ISLAND GA 31522-5584
DAVID K KAUGHER	ADDRESS ON FILE
DAVID KIRK	ADDRESS ON FILE
DAVID KIRK CAMPBELL	191 E SHETLAND RD SHELTON WA 98584-7522
DCP OPERATING COMPANY LP	5718 WESTHEIMER, SUITE 1900 HOUSTON TX 77057
DELLCONN OIL CORPORATION	P.O. BOX 2190 ROWLETT TX 75030-2190
DEVON ENERGY CORPORATION	333 W. SHERIDAN AVE. OKLAHOMA CITY OK 73102
DEVON ENERGY CORPORATION	20 NORTH BROADWAY OKLAHOMA CITY OK 73102
DEVON ENERGY PRODUCTION CO LP BILL	PO BOX 843559 DALLAS TX 75284-9066
DEVON ENERGY PRODUCTION CO, LP	333 W. SHERIDAN AVE. OKLAHOMA CITY OK 73102
DEVON ENERGY PRODUCTION COMPANY LP	PO BOX 843559 DALLAS TX 75284-3559
DONALD CARTER	ADDRESS ON FILE
DORCHESTER MINERALS OK LP	PO BOX 720 HOOKER OK 73945-0720
DORCHESTER MINERALS OKLAHOMA	3838 OAK LAWN AVE, STE. 300 DALLAS TX 75219
DORCHESTER RESOURCES LP	P.O. BOX 18879 OKLAHOMA CITY OK 73154-0879
DURANGO PRODUCTION CORP	P.O. BOX 4848 WICHITA FALLS TX 76308-0848
DURANGO PRODUCTION CORP.	PO BOX 4848 WICHITA FALLS TX 76308
E ROBERT M ANDERSON LIFE	PO BOX 1113 GUYMON OK 73942-1113
EAGLE OIL & GAS CO	2525 KELL BLVD STE 500 WICHITA FALLS TX 76308-1061
EAGLE OIL & GAS CO INC	PO BOX 1302 STAFFORD TX 77497-1302
EARL PREGLER REV TR EARL PREGLER TRST	PO BOX 1722 TULSA OK 74101-1722
EARL PREGLER REVOCABLE TRUST	ADDRESS ON FILE
ELSON OIL COMPANY	1404 THOMPSON BUILDING TULSA OK 74103
ELSON OIL COMPANY	20 E 5TH ST STE 1404 TULSA OK 74103-4429
ENABLE GAS TRANSMISSION LLC	PO BOX 301379 DALLAS TX 75303-1379
ENABLE GATHERING & PROCESSING LLC	499 W. SHERIDAN, STE. 1500 OKLAHOMA CITY OK 73102
ENABLE MIDSTREAM PARTNERS LP	PO BOX 301392 DALLAS TX 75303-1392
ENABLE OKLAHOMA INTRASTATE	TRANSMISSION LLC PO BOX 960008 OKLAHOMA CITY OK 73196-0008
ENERGY TRANSFER PARTNERS, L.P.	1300 MAIN ST. ATTN: LEGAL DEPARTMENT HOUSTON TX 77002-6803
ENERVEST OPERATING LLC	300 CAPITOL STREET CHARLESTON WV 25301-1748
ENERVEST OPERATING LLC	1001 FANNIN ST STE 800 HOUSTON TX 77002-6707
ESSEX RESOURCES LLC	P.O. BOX 220 JENKS OK 74037-0220
EXCO OPERATING CO LP	P.O. BOX 974932 DALLAS TX 75397-4932
EXPRESS OIL & GAS LLC	11900 N MACARTHUR BLVD STE D OKLAHOMA CITY OK 73162-1862
EXXON MOBIL CORP XTO	810 HOUSTON ST FORT WORTH TX 76102-6298
EXXON MOBIL CORPORATION	22777 SPRINGWOODS VILLAGE PARKWAY SPRING TX 73112
EXXON MOBIL CORPORATION	810 HOUSTON STREET FORT WORTH TX 76102
EXXONMOBIL OIL CORP	PO BOX 2024 HOUSTON TX 77252-2024
EXXONMOBIL OIL CORPORATION	810 HOUSTON ST FORT WORTH TX 76102-6203
EXXONMOBIL PRODUCTION COMPANY	PO BOX 730586 DALLAS TX 75373-0586
FAIRWAY RESOURCES OPERATING III LLC	PO BOX 671349 DALLAS TX 75267-1349
FARMERS UNION CO-OPERATIVE	PO BOX 2119 OKLAHOMA CITY OK 73101
FARMERS UNION COOP ROYALTY CO	3829 N. CLASSEN BLVD., STE 201 OKLAHOMA CITY OK 73118
FARMERS UNION COOPERATIVE ROYALTY CO	1ST LIFE ASSURANCE BLDG OKLAHOMA CITY OK 73102
FARMERS UNITED COOPERATIVE	P.O. BOX 1304 WOODWARD OK 73802-1304

Claim Name	Address Information
FARMES UNION COOPERATIVE ROYALTY COMPANY	3829 N. CLASSEN, SUITE 201 OKLAHOMA CITY OK 73118
FENERGY LLC	301 NW 151ST ST EDMOND OK 73013-1796
FLAG REDFERN OIL COMPANY	PO BOX 23 MIDLAND TX 79701
FLAG-REDFERN OIL COMPANY	P.O. BOX 11050 MIDLAND TX 79702
FLO WELCH	ADDRESS ON FILE
FORTUNE PROPERTIES LLC	2121 S COLUMBIA AVE STE 650 TULSA OK 74114-3506
FOUNDATION ENERGY MANAGEMENT LLC	808 TRAVIS STREET, #1005 HOUSTON TX 77002
FOUNDATION ENERGY MANAGEMENT, LLC	1801 BROADWAY STE 1500 DENVER CO 80202
FRANK BANNISTER REVOCABLE TRUST	ADDRESS ON FILE
FRANK BANNISTER TRUST	416 WEST MAIN OKLAHOMA CITY OK 73102
FRISCO ENERGY LLC	4124 S ROCKFORD AVE STE 102 TULSA OK 74105-4248
FRYING PAN PROPERTIES LLC	2821 FREEMAN MANOR DR JONES OK 73049-8735
GAETANO J MUZIO	ADDRESS ON FILE
GALLASPY OIL PROPERTIES LLC	P.O. BOX 471586 TULSA OK 74147-1586
GALLASPY OIL PROPERTIES, LLC	P.O. BOX 21414 OKLAHOMA CITY OK 73156
GARY DON SCALES	ADDRESS ON FILE
GASCONADE PARTNERS	621 N ROBINSON AVE STE 100 OKLAHOMA CITY OK 73102-6203
GASCONADE PARTNERS HERITAGE TR CO	621 N ROBINSON AVE SUITE 100 OKLAHOMA CITY OK 73102-6203
GAVILON ENERGY HOLDINGS II, LLC	ELEVEN CONAGRA DRIVE OMAHA NE 68102
GERALD P DIETZ	ADDRESS ON FILE
GILBERT GRUBBS REVOCABLE TRUST	ADDRESS ON FILE
GLASS MOUNTAIN HOLDING LLC	2626 COLE AVENUE, STE. 900 DALLAS TX 75204
GLENLAKE ENERGY CO	P.O. BOX 20706 OKLAHOMA CITY OK 73156-0706
GLENN AND LINDA RANDOLPH JT	PO BOX 417 HINTON OK 73047-0417
GLENN E MYERS	ADDRESS ON FILE
GLENN POOL OIL & GAS TRUST I	C/O BANK OF NEW YORK MELLON 101 BARCLAY STREET, 8W NEW YORK NY 10286
GLENN POOL OIL & GAS TRUST II	C/O BANK OF NEW YORK MELLON 101 BARCLAY STREET, 8W NEW YORK NY 10286
GLENN R RANDOLPH	ADDRESS ON FILE
GREENSTAR RESOURCES OPERATING LLC	P.O. BOX 721930 NORMAN OK 73070-8472
GREGG ENGLES	ADDRESS ON FILE
H & S DRILLING COMPANY	P.O. BOX 701620 TULSA OK 74170-1620
H SETH WOOD EXEMPT TRUST B VICKIE E GUFF	2422 CEDAR OAK DR EDMOND OK 73013-7644
H SETH WOOD EXEMPTARY TRUST B	ADDRESS ON FILE
HALL ENERGY CO LLC	9225 LAKE HEFNER PKWY STE 200 OKLAHOMA CITY OK 73120-2061
HAWKINS 1990 ACQUISITIONS PARTNERSHIP	4124 S ROCKFORD AVE STE 102 TULSA OK 74105-4248
HAWKINS 1990 ACQUISITIONS PTNR	4124 S ROCKFORD AVE STE 102 TULSA OK 74105-4248
HDY II TR DTD 6-3-2001 HARVEY D	5705 W CREEKSIDE DR STILLWATER OK 74074-2453
HDY II TRUST DTD 6-3-2001	ADDRESS ON FILE
HEADINGTON OIL COMPANY LLC	1700 N REDBUD BLVD STE 400 MCKINNEY TX 75070
HEADINGTON OIL COMPANY LLC HEADINGTON EN	1700 N REDBUD BLVD STE 400 MCKINNEY TX 75070
HEADINGTON ROYALTY INC	1700 REDBUD BLVD STE 400 MCKINNEY TX 75069-3295
HELEN K LITTLE TR KATHERINE BRANUM SUCC	2504 BOWLING GREEN ST DENTON TX 76201-0700
HELEN K LITTLE TRUST	ADDRESS ON FILE
HENRY H TAYLOR FAM TR SALISBURY BK & TR	PO BOX 1868 LAKEVILLE CT 06039-1868
HENRY H TAYLOR FAMILY TRUST	ADDRESS ON FILE
HENRY J N TAUB EST MARCY TAUB	PO BOX 130979 HOUSTON TX 77219-0979
HENRY J. N. TAUB ESTATE	ADDRESS ON FILE

Claim Name	Address Information
HUNTEX INC	P.O. BOX 12308 ODESSA TX 79768-2308
HUNTEX INC JIM S HUNTER	PO BOX 12308 ODESSA TX 79768-2308
HUNTINGTON RESOURCES INC	P.O. BOX 700093 TULSA OK 74170-0093
IMPACT ENERGY PARTNERS LLC	P.O. BOX 721935 OKLAHOMA CITY OK 73172-1935
IVIS INC	P.O. BOX 1722 TULSA OK 74101-1722
J & J CAPITAL INV LLC	P.O. BOX 4108 TOPEKA KS 66604-0108
J AND J CAPITAL INV LLC LE	PO BOX 4108 TOPEKA KS 66604-0108
JAMES C & BARBARA K RICHARD JT	ADDRESS ON FILE
JAMES C RICHARD	ADDRESS ON FILE
JAMESTOWN RESOURCES LLC BLACK	717 TEXAS ST STE 3100 HOUSTON TX 77002-2761
JANE RIDDLE LANCASTER	901 MAIN ST SUITE 6000 DALLAS TX 75202
JANE RIDDLE LANCASTER	ADDRESS ON FILE
JAY B BORKER	ADDRESS ON FILE
JBS ENERGY LLC	11548 TWISTED OAK RD OKLAHOMA CITY OK 73120-5336
JEL RESOURCES LLC	3309 EDMONT DR MIDLAND TX 79707-4215
JEROME P WHITE	ADDRESS ON FILE
JERRAL W JONES	ADDRESS ON FILE
JERRY J DICKMAN EST	ADDRESS ON FILE
JERRY J DICKMAN EST L R MOORE JR PR	400 ONE WILLIAMS CTR TULSA OK 74172-0104
JERRY L ODEN LIVING TR JERRY L ODEN TRST	6701 BROADWAY EXT OKLAHOMA CITY OK 73116-8237
JERRY L ODEN LIVING TRUST	ADDRESS ON FILE
JESS B YAWITZ	ADDRESS ON FILE
JETTA PRODUCTION CO INC	P.O. BOX 164009 FORT WORTH TX 76161-4009
JIM COX	P.O. BOX 2077 OKLAHOMA CITY OK 73101
JIM R CAMPBELL	ADDRESS ON FILE
JIMMIE E COX	ADDRESS ON FILE
JIMMIE LEE WILLIAMS TRST	901 GOLFVIEW DR EUREKA IL 61530-9547
JIMMIE LEE WILLIAMS, TRUSTEE	ADDRESS ON FILE
JKV CORPORATION	8601 W CROSS DR STE F5-208 LITTLETON CO 80123-0702
JMA ENERGY CO LLC	1021 NW GRAND BLVD OKLAHOAM CITY OK 73118
JMA ENERGY CO LLC	1021 NW GRAND BLVD OKLAHOMA CITY OK 73118-6039
JOHN ROBERT PORTER JR	ADDRESS ON FILE
JOHN ROBERT PORTER, JR. DO EARTH SATELLI	7222 47TH STREET CHEVY CHASE MD 20815
JON K MYERS	ADDRESS ON FILE
JONATHAN K BEACH	ADDRESS ON FILE
JONES DAUBE MINERAL CO	PO BOX 1169 DUNCAN OK 73534-1169
JOSEPHINE HESTER	ADDRESS ON FILE
JPP OIL & GAS LLC	P.O. BOX 6775 EDMOND OK 73083-6775
KAISER FRANCIS OIL CO	6733 S YALE AVE TULSA OK 74136
KAISER FRANCIS OIL CO	6733 S YALE AVE TULSA OK 74136-3302
KAREN RALSTON SLADE	P.O. BOX 210188 BEDFORD TX 76095
KAREN RALSTON SLADE	P.O. BOX 210188 BEDFORD TX 76095-7188
KAREN RALSTON SLADE REV TR KAREN SLADE T	PO BOX 210188 BEDFORD TX 76095-7188
KAREN RALSTON SLADE REVOCABLE TRUST	ADDRESS ON FILE
KELLY DEAN SCALES	ADDRESS ON FILE
KIMBELL ROYALTY HOLDINGS, LLC	P.O. BOX 671099 DALLAS TX 75367
KIMO OIL & GAS LLC	P.O. BOX 888 EDMOND OK 73083-0888

Claim Name	Address Information
KLABZUBA EXPLORATION LLC	P.O. BOX 5815 EDMOND OK 73083-5815
KLABZUBA EXPLORATION, LLC	P.O. 5815 EDMOND OK 73083-5815
KNG-CENTRAL LLC	P.O. BOX 818 HAYS KS 67601-0818
KODIAK PRODUCTION CO	505 W MAIN ST YUKON OK 73099-1219
KRIDLER REV TR WARREN M KRIDLER	PO BOX 20769 OKLAHOMA CITY OK 73156-0769
KRIDLER REVOCABLE TRUST	ADDRESS ON FILE
LA PALOMA INVESTMENT CO LLC	2207 DOWNS AVE WOODWARD OK 73801-5309
LAMAMCO DRILLING CO	P.O. BOX 550 SKIATOOK OK 74070-0550
LAMB OIL & GAS LLC	11902 N PENNSYLVANIA AVE STE C1 OKLAHOMA CITY OK 73120-7829
LARCHMONT RESOURCES LLC	717 TEXAS ST STE 3100 HOUSTON TX 77002-2761
LARCHMONT RESOURCES, L.L.C.	PO BOX 18756 OKLAHOMA CITY OK 73154
LATIGO OIL & GAS INC	P.O. BOX 1208 WOODWARD OK 73802-1208
LATIGO OIL & GAS, INC.	PO BOX 1208 WOODWARD OK 73802
LBL PARTNERS, LTD	3963 MAPLE AVE STE 400 DALLAS TX 75219-3237
LBL PTRS LTD	3963 MAPLE AVE STE 400 DALLAS TX 75219-3237
LEAN DOG LP I	P.O. BOX 25203 DALLAS TX 75225-1203
LILLYANNE SMITH OR PAUL SMITH	ADDRESS ON FILE
LILLYANNE SMITH OR PAUL SMITH TR DTD 12-	3108 PRAIRIE ROSE RD OKLAHOMA CITY OK 73120-5353
M MICHAEL ANSOUR	ADDRESS ON FILE
M SIDNEY YOST MARITAL TEST TR HARVEY D Y	5705 W CREEKSIDE DR STILLWATER OK 74074-2453
M. SIDNEY YOST MARITAL	ADDRESS ON FILE
MACK ENERGY CO	P.O. BOX 400 DUNCAN OK 73534-0400
MACK OIL CO	P.O. BOX 400 DUNCAN OK 73534-0400
MAGNUM HUNTER PRODUCTION INC	202 S. CHEYENNE AVE, STE. 1000 TULSA OK 74103
MANUEL CORP	CO BEREN CORPORATION 2020 N BRAMBLEWOOD ST WICHITA KS 67206-1094
MARBIL LLC	P.O. BOX 52367 TULSA OK 74152-0367
MARCANCO ENERGY CO LLC	P.O. BOX 18669 OKLAHOMA CITY OK 73154-0669
MARGARET H PERNAU	ADDRESS ON FILE
MARGARET H PERNAU OLD	NATIONAL TRUST CO AGT PO BOX 207 EVANSVILLE IN 47702-0207
MARK CROMWELL INC	P.O. BOX 5436 ENID OK 73702-5436
MARK ELIOT LEVENTHAL	ADDRESS ON FILE
MARK L SHIDLER INC	1313 CAMPBELL ROAD, BLDG. D HOUSTON TX 77055
MARK L SHIDLER INC PETROLEUM EXPLORATION	1313 CAMPBELL RD STE D HOUSTON TX 77055-6429
MARK WETZLER	ADDRESS ON FILE
MARY ELIZABETH BRYCE	ADDRESS ON FILE
MARYELLE M MCCAMMAN	ADDRESS ON FILE
MARYELLE M MCCAMMAN WILLIAM F	MCCAMMAN AIF PO BOX 542 CLACKAMAS OR 97015-0542
MAYCO RESOURCES LLC	P.O. BOX 1309 SAND SPRINGS OK 74063-1309
MCDERMOTT & SONS A PTRSHP	330 WILLOW RD WINNETKA IL 60093-4130
MCDERMOTT & SONS, A PARTNERSHIP	330 WILLOW RD WINNETKA IL 60093-4130
MGW PROPERTIES LLC	P.O. BOX 471586 TULSA OK 74147-1586
MGW PROPERTIES, LLC	P.O. BOX 57013 OKLAHOMA CITY OK 73157
MICHAEL REID	ADDRESS ON FILE
MIDCONTINENT EXPRESS PIPELINE LLC	500 DALLAS ST SUITE 1000 HOUSTON TX 77002-4718
MILBURN E NUTT JR TR	ADDRESS ON FILE
MOFFET EXPLORATION CO	2804 QUENBY AVE HOUSTON TX 77005-2332
MOFFET LIV TR UA DTD 4-25-85 KENNETH L	3131 MAPLE AVE APT 2C DALLAS TX 75201-1204

Claim Name	Address Information
M	3131 MAPLE AVE APT 2C DALLAS TX 75201-1204
MOFFET LIVING TRUST UA DTD 4-25-85	ADDRESS ON FILE
MORTON A COHN	ADDRESS ON FILE
MPJ ENERGY LLC AN OKLAHOMA	P.O. BOX 13768 OKLAHOMA CITY OK 73113-1768
MRI ASSOCIATES INC	3001 N 22ND ST BROKEN ARROW OK 74012-9604
MRI ASSOCIATES INC	222 N L ST EUFAULA OK 74432-2059
MUSTANG FUEL CORP	9800 N OKLAHOMA AVE OKLAHOMA CITY OK 73114-7406
MUSTANG FUEL CORP.	13439 BROADWAY EXT. OKLAHOMA CITY OK 73114
NADEL & GUSSMAN ENERGY LLC	15 E 5TH ST STE 3300 TULSA OK 74103-4340
NAJA CO	2020 N BRAMBLEWOOD ST WICHITA KS 67206-1094
NAJA ENERGY CO LLC	6125 LUTHER LN # 383 DALLAS TX 75225-6202
NATURAL GAS PIPELINE COMPANY OF AMERICA	ONE ALLEN CENTER, STE 1000,500 DALLAS ST HOUSTON TX 77002
NEIL GOLDSTEIN	ADDRESS ON FILE
NOBLE ENERGY INC	PO BOX 909 ARDMORE OK 73402-0909
NOBLE ENERGY INC CHARLES M	PO BOX 909 ARDMORE OK 73402-0909
NORVILLE OIL CO LLC	901 E BRITTON RD OKLAHOMA CITY OK 73114-7802
OKLAHOMA METHODIST FOUNDATION	CORA CONNER 7000321806 BOKF AG PO BOX 1588 TULSA OK 74101-1588
OKLAHOMA METHODIST FOUNDATION C/O BOK	11300 N. MAY AVENUE OKLAHOMA CITY OK 73120
ONEOK FIELD SERVICES COMPANY LLC	PO BOX 871 TULSA OK 74102-0871
ONEOK GAS TRANSPORTATION, L.L.C.	100 WEST FIFTH STREET TULSA OK 74103
ORION PROPERTIES INC	11776 S 76TH EAST AVE BIXBY OK 74008-2022
P M HACKBARTH AN OKLAHOMAN TR DTD	PO BOX 3499 TULSA OK 74101-3499
P M HACKBARTH OKLAHOMA REVOCABLE TRUST	ADDRESS ON FILE
PACKARD GAS COMPANY	1442 IRVINE BLVD STE 211 TUSTIN CA 92780-3846
PANHANDLE COOPERATIVE ROYALTY	2525 NW EXPRESSWAY, STE. 610 OKLAHOMA CITY OK 73112
PANHANDLE EASTERN PIPE LINE COMPANY	800 E. SONTERRA BLVD., SUITE 400 SAN ANTONIO TX 78258
PANHANDLE ROYALTY COMPANY	1601 NW EXPRESSWAY STE 1100 OKLAHOMA CITY OK 73118-1463
PATRICIA DOOD PEMBERTON	ADDRESS ON FILE
PAUL J ISAAC	ADDRESS ON FILE
PDI INC	105 N HUDSON AVE STE 800 OKLAHOMA CITY OK 73102-4803
PDI, INC.	515 HIGHTOWER BUILDING OKLAHOMA CITY OK 73102
PETRO PINKUS RESOURCES	2804 QUENBY AVE HOUSTON TX 77005-2332
PGC GAS COMPANY	8150 N CENTRAL EXPY STE 1475 DALLAS TX 75206-0506
PGP HOLDINGS 1 LLC	104 TOWNPARK DR NW KENNESAW GA 30144-5508
PHOEBE J WELCH TR PHOEBE J WELCH TRST	20350 MARSH CREEK RD BRENTWOOD CA 94513-4808
PHOEBE J. WELCH TRUST	ADDRESS ON FILE
PRESTON B HANKS	ADDRESS ON FILE
PRICE OIL & GAS CO LTD	1225 KENILWORTH RD OKLAHOMA CITY OK 73114-1212
PROVIDENCE MINERALS LLC	16400 DALLAS PARKWAY, STE. 400 DALLAS TX 75248
PROVIDENCE MINERALS LLC	16400 DALLAS PKWY STE 400 DALLAS TX 75248-2609
QUADRILLE ENERGY CO LLC	2520 NW 61ST ST OKLAHOMA CITY OK 73112-7117
R4 VENTURES LLC	P.O. BOX 197 WAYNOKA OK 73860-0197
RAGAN PETROLEUM INC	P.O. BOX 52305 LAFAYETTE LA 70505-2305
RAMEE DAWN YOST RESID TEST TR HARVEY D Y	5705 W CREEKSIDE DR STILLWATER OK 74074-2453
RAMEE DAWN YOST RESIDUAL	ADDRESS ON FILE
RAN RICKS PRODUCTION LLC	1236 NW 49TH ST OKLAHOMA CITY OK 73118-5208
RANDA LEVENTHAL BOCK	ADDRESS ON FILE
RANDAL W COLTON	ADDRESS ON FILE

Claim Name	Address Information
RANDALL C OXLEY LIV TR	RANDALL C OXLEY TRST 1437 S BOULDER AVE SUITE 770 TULSA OK 74119-3642
RANDALL C OXLEY LIVING TRUST	ADDRESS ON FILE
RANDI RUTH YOST RESID TEST TR HARVEY D Y	5705 W CREEKSIDE DR STILLWATER OK 74074-2453
RANDI RUTH YOST RESIDUAL	ADDRESS ON FILE
RAY ZEMON	ADDRESS ON FILE
RED WOLF OPERATING LLC	801 W COVELL ROAD EDMOND OK 73003
RESOP LP	P.O. BOX 550 HUTCHINSON KS 67504-0550
RICHARD JOSEPH BRYCE	ADDRESS ON FILE
RIVIERA OPERATING LLC	PO BOX 671631 DALLAS TX 75267-1631
RIVIERA OPERATING LLC	717 TEXAS AVE., STE. 2000 HOUSTON TX 77002
RIVIERA UPSTREAM LLC	717 TEXAS AVE., STE. 2000 HOUSTON TX 77002
RIVIERA UPSTREAM LLC	600 TRAVIS ST STE 1400 HOUSTON TX 77002-3005
ROBERT E ANDERSON	ADDRESS ON FILE
ROBERT MICHAEL BRYCE	ADDRESS ON FILE
ROCK ISLAND RESOURCE CO INC	3838 OAK LAWN AVE STE 1216 DALLAS TX 75219-9320
ROCK ISLAND RESOURCE CO., INC.	3838 OAK LAWN, STE. 1216 DALLAS TX 75219
ROCKING S INVESTMENTS LLC	18129 COUNTY STREET 2450 CARNEGIE OK 73015-2320
ROGER C HANKS JR	ADDRESS ON FILE
RON GRUBB	ADDRESS ON FILE
ROSEWOOD RESOURCES INC	P.O. BOX 650823 DALLAS TX 75265-0823
RR OIL LLC	P.O. BOX 14428 OKLAHOMA CITY OK 73113-0428
SAMEDAN OIL CORPORATION	BOX 909 ARDMORE OK 73402
SAN SABA PETROLEUM LLC	4965 PRESTON PARK BLVD., STE 725 PLANO TX 75093-8332
SANDRA HUDDLESTON	ADDRESS ON FILE
SANDRIDGE EXCHANGE COMPANY LLC	P.O. BOX 654166 DALLAS TX 75265-4166
SANGUINE GAS EXPLORATION LLC	110 W 7TH ST STE 2700 TULSA OK 74119-1199
SANGUINE GAS EXPLORATION LLC	P.O. BOX 700720 TULSA OK 74170
SARITA ENERGY RESOURCES LTD	P.O. BOX 273127 HOUSTON TX 77277-3127
SATER FAM PTRSHP LP	PO BOX 2509 EVANSVILLE IN 47728-0509
SATER FAMILY PARTNERSHIP, LP E	P.O. BOX 2509 EVANSVILLE IN 47728
SCOTT C SORENSON	ADDRESS ON FILE
SHARON K SAVOY	ADDRESS ON FILE
SHARP PRODUCTION COMPANY LLC	P.O. BOX 20590 OKLAHOMA CITY OK 73156-0590
SHARP PRODUCTION COMPANY LLC PREMIER LAN	PO BOX 20590 OKLAHOMA CITY OK 73156-0590
SHRINERS HOSPITAL FOR CHILDREN	PO BOX 226270 DALLAS TX 75222-6270
SHRINERS HOSPITALS	P.O. BOX 226270 DALLAS TX 75222
SIDNEY D HEDRICK	ADDRESS ON FILE
SKYCAP ENERGY LLC	720 NW 50TH ST STE 200B OKLAHOMA CITY OK 73118-6222
SKYCAP ENERGY, LLC	3800 EAGLES LANDING JONES OK 73049
SKYLINE ENTERPRISES LTD	P.O. BOX 20724 OKLAHOMA CITY OK 73156-0724
SOHIO PETROLEUM COMPANY	4604 GAYLORD DRIVE, APT. B OKLAHOMA CITY OK 73162
SOHIO PETROLEUM COMPANY	P.O. BOX 4587 HOUSTON TX 77210
SOUTHERN PACIFIC TRANSPORTATION CO	555 17TH ST., STE. 2400 DENVER CO 80202
SOUTHOK DEVELOPMENT CO LLC	P.O. BOX 400 DUNCAN OK 73534-0400
SPARTAN RESOURCES LLC	P.O. BOX 2266 ARDMORE OK 73402-2266
STACY WELCH GREEN	ADDRESS ON FILE
STANLEY LEVENTHAL EST RANDA LEVENTHAL BO	507 THREE CORNERS DR HOUSTON TX 77024-6921

Claim Name	Address Information
STANLEY LEVENTHAL ESTATE	ADDRESS ON FILE
STAR PRODUCTION INC	P.O. BOX 600577 DALLAS TX 75360-0577
STEVEN ROSSER	ADDRESS ON FILE
SUNDOWN ENERGY LP	P.O. BOX 650823 DALLAS TX 75265-0823
SUSAN B MARGULES & JOHN STEINHARDT	ADDRESS ON FILE
SWEETWATER EXPLORATION LLC	121 SOUTH SANTA FE AVE., STE A NORMAN OK 73069
SWEETWATER EXPLORATION LLC	121 S SANTA FE AVE STE A NORMAN OK 73069-5636
TALL OAK MIDCON LLC	2575 KELLEY POINTE PKWY SUITE 340 EDMOND OK 73013-2912
TARGA PIPELINE MID-CONTINENT WESTOK LLC	811 LOUISIANA, SUITE 2100 HOUSTON TX 77002
TENISON OIL CO	209 S DANVILLE DR STE B201 ABILENE TX 79605-1464
TEOCALLI EXPLORATION LLC	6608 N WESTERN AVE, #404 OKLAHOMA CITY OK 73116
TEOCALLI EXPLORATION LLC	6608 N WESTERN AVE STE 404 OKLAHOMA CITY OK 73116-7326
TERRITORY RESOURCES LLC	1511 S SANGRE ROAD STILLWATER OK 74074
TERRITORY RESOURCES LLC - DIV	1511 S SANGRE RD STILLWATER OK 74074-1869
TEXACO INC.	P.O. BOX 450 BELLAIRE TX 77401
THOMAS C STEWART	ADDRESS ON FILE
TIMPANELLI OIL & GAS LLC	5729 LEBANON RD STE 144 PMB 404 FRISCO TX 75034-7259
TIPTOP OIL & GAS LLC	3817 NW EXPRESSWAY STE 950 OKLAHOMA CITY OK 73112-1488
TIPTOP OIL & GAS US, LLC	P.O. BOX 2406 OKLAHOMA CITY OK 73101
TIZIRA LLC	1307 BROOKSIDE DR NORMAN OK 73072-6348
TLW INVESTMENTS LLC	PO BOX 301535 DALLAS TX 75303-1535
TLW INVESTMENTS LLC	1001 FANNIN STREET, STE. 2020 HOUSTON TX 77002
TOM E JOHNSON OK EXPL LLC	P.O. BOX 1688 MIDLAND TX 79702-1688
TOM HOEFLING	1437 S. BOULDER AVE, SUITE 770 TULSA OK 74119
TOM HOEFLING	ADDRESS ON FILE
TORO INVESTMENTS LLC	P.O. BOX 14768 OKLAHOMA CITY OK 73113-0768
TRACEY ELIZABETH GUDGEL	ADDRESS ON FILE
TREK SOC LLC	4925 GREENVILLE AVE STE 915 DALLAS TX 75206-4021
TREK SOC LLC	1020 E LEVEE ST STE 130 DALLAS TX 75207-7202
TREVA KAYE SODDERS	ADDRESS ON FILE
TREVA KAYE SODDERS & STEVEN ROSSER	ADDRESS ON FILE
TREVA KAYE SODDERS & STEVEN ROSSER JT	523 N PECK AVE HYDRO OK 73048-8638
TURNER RESOURCES INC	105 EAST EXXON ROAD HIGHWAY 81 HENNESSEY OK 73742
TURNER RESOURCES INC.	P.O. BOX 775 HENNESSEY OK 73742
TWIN BRIDGES LLC	475 17TH ST STE 980 DENVER CO 80202-4019
U.S. ENERGY RESOURCES, INC.	1620 SE 19TH EDMOND OK 73013
UNION PACIFIC RESOURCES CO	PO BOX 769 FORT WORTH TX 76101
UNIT PETROLEUM COMPANY	DEPARTMENT 247 TULSA OK 74182
UNIT PETROLEUM COMPANY (JIB)	DEPARTMENT 247 TULSA OK 74182-0000
UNIVERSAL DRILLING CO	PO BOX 146 TULSA OK 74101-0146
UNIVERSAL PARAMETRICS INC	2370 E STADIUM BLVD STE 325 ANN ARBOR MI 48104-4811
URBAN FUND II LP URBAN OIL & GAS	1000 14TH ST STE 300 PLANO TX 75074-6214
URBAN FUND II LP URBAN OIL & GAS GROUP L	1000 14TH ST STE 300 PLANO TX 75074-6214
URBAN OIL & GAS PTNRS B-1 LP URBAN	1000 14TH ST STE 300 PLANO TX 75074-6214
URBAN OIL & GAS PTNRS B-1 LP URBAN OIL &	1000 14TH ST STE 300 PLANO TX 75074-6214
US ENERGY RESOURCES INC	5522 SPRING BLOSSOM CT KATY TX 77450-5442
V W RESOURCES INC	P.O. BOX 471249 TULSA OK 74147-1249

Claim Name	Address Information
VASTAR RESOURCES INC.	PO BOX 22047 TULSA OK 74121-2047
VASTAR RESOURCES, INC.	P.O. BOX 22047 TULSA OK 74121
VFC COMPANY LLC	32651 MEADOW MOUNTAIN RD EVERGREEN CO 80439-9731
VICKI JENNINGS	ADDRESS ON FILE
VICKI JENNINGS	1729 W CARLTON PL SANTA ANA CA 92704-4202
VICTORY FINANCIAL GROUP INC	P.O. BOX 5902 METAIRIE LA 70009-5902
VIERSEN OIL & GAS CO	P.O. BOX 702708 TULSA OK 74170
VIERSEN OIL & GAS CO	P.O. BOX 57 OKMULGEE OK 74447-0057
VIERSEN OIL & GAS CO.	PO BOX 702708 TULSA OK 74170-2708
VIRGINIA H LAURENT	ADDRESS ON FILE
WAFUM IV INC	P.O. BOX 791927 SAN ANTONIO TX 78279-1927
WAFUM-IV, INC.	P.O. BOX 225415 DALLAS TX 75265
WAGGONER EXPLORATION INC J	BYRON TUCK AIF WICHITA FALLS TX 76308-2220
WAGGONER EXPLORATION INC J BYRON	7 NEWCOMB TER WICHITA FALLS TX 76308-2220
WALTER PIERCE BRYCE JR	ADDRESS ON FILE
WARWICK JUPITER LLC	6608 N WESTERN AVE # 417 OKLAHOMA CITY OK 73116-7326
WATERMAN ENERGY LLC	2606 BIG OAKS DR GARLAND TX 75044-7446
WELDON CORPORATION	2404 YORKTOWN ST HOUSTON TX 77056-4509
WESTERN OIL & GAS DEV CORP	420 NW 13TH ST OKLAHOMA CITY OK 73103-3735
WHITEMAN INDUSTRIES INC	P.O. BOX 670249 DALLAS TX 75367-0249
WHITEMAN INDUSTRIES INC.	P.O. BOX 1296 OKLAHOMA CITY OK 73101-1296
WILDCARD FAMILY LP	1601 BRYAN ST STE 4300 DALLAS TX 75201-3477
WILLIAM B DOUGLASS JR	ADDRESS ON FILE
WILLIAM M DEARMAN	ADDRESS ON FILE
WILLIAM S BOYD INC	417 NW 39TH ST OKLAHOMA CITY OK 73118-8415
WO ALLEN OIL COMPANY LLC	320 S BOSTON AVE STE 1115 TULSA OK 74103-4700
WPC GAS SYSTEMS INC	P. O. BOX 1187 ENID OK 73702
XTO ENERGY INC	P.O. BOX 840780 DALLAS TX 75284-0780
XTO ENERGY INC.	210 PARK AVENUE, STE 2350 OKLAHOMA CITY OK 73102
ZEAL PRODUCTION COMPANY	3341 E. 76TH STREET NORTH SPERRY OK 74073
ZEAL PRODUCTION COMPANY	3341 E 76TH ST N SPERRY OK 74073-4714

Total Creditor count 458
