

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

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

**STIPULATION AND AGREED ORDER
REGARDING THE TB HARRIS CLAIMS**

The above-captioned reorganized debtors (before the Effective Date² of the Plan, the “Debtors,” and after the Effective Date of the Plan, the “Reorganized Debtors” or “Lessees,” as applicable), CNOOC Energy U.S.A. (“CEU”), Larchmont Resources, L.L.C., Jamestown Resources, L.L.C. (“Jamestown” and together with CEU, Larchmont, and the Debtors or Reorganized Debtors, as applicable, the “Lessees”) and TB Harris Minerals, LP (the “Claimant” or the “Lessor,” as applicable, and together with the Lessees, the “Settlement Parties”) hereby enter into this stipulation and agreed order (this “Stipulation and Agreed Order”) as follows:

WHEREAS, the Settlement Parties entered into the following oil and gas leases, as amended (collectively, the “Leases”):

- Paid Up Oil and Gas Lease dated April 23, 2010 from Joe Tom Harris and Emily S. Harris, husband and wife to Chesapeake Exploration, L.L.C. (“CELLC”) as Lessee, covering 620 acres, more or less, a Memorandum of said Oil, Gas and Mineral Lease being recorded in Vol. 511, Page 503 of the Deed Records of

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the *Fifth Amended Joint Chapter 11 Plan of Reorganization of Chesapeake Energy Corporation and Its Debtor Affiliates* [Docket No. 2915, Ex. A] (the “Plan”).

LaSalle County, Texas (CELLC No. TX7710119-003);

- Paid Up Oil and Gas Lease dated March 11, 2013 from TB Harris Minerals L.L.C. to CELLC as Lessee, covering 8.42 acres, more or less, a Memorandum of said Oil and Gas Lease being recorded in Vol. 689, Page 478 of the Deed Records of LaSalle County, Texas (CELLC No. 42-0007426-002); and
- Paid Up Oil and Gas Lease dated December 16, 2014 from TB Harris Minerals L.L.C. to CELLC as Lessee, covering 20.00 acres, more or less, a Memorandum of said Oil and Gas Lease being recorded in Vol. 843, Page 300 of the Deed Records of LaSalle County, Texas (CELLC No. 42-0010767-000);

WHEREAS, on June 28, 2020, the Debtors filed voluntary petitions for relief under title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”);

WHEREAS, on August 13, 2020, the Bankruptcy Court entered the *Order (I) Setting Bar Dates For Filing Proofs of Claim, Including Requests For Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner For Filing Proofs of Claim, Including Section 503(b)(9) Requests, (IV) Approving Notice of Bar Dates, and (V) Granting Related Relief* [Docket No. 787] (the “Bar Date Order”);

WHEREAS, on October 30, 2020, the Claimant timely filed Claim No. 3910 against CELLC and Claim No. 4230 against Chesapeake Operating, L.L.C. (“COLLC”), each for an alleged secured, unliquidated amount;

WHEREAS, on April 1, 2021, the Claimant filed Claim No. 4765 amending Claim No. 4230 against COLLC and Claim No. 4766 amending Claim No. 3910 against CELLC, each for an alleged secured amount of \$292,519.46 (together with Claim Nos. 3910 and 4230, the “TB Harris Claims”);

WHEREAS, each of the TB Harris Claims sought amounts in connection with alleged underpayment of royalties under the Leases (the “Royalty Issues”);

WHEREAS, on January 16, 2021, the Bankruptcy Court entered the *Order Confirming Fifth Amended Joint Chapter 11 Plan of Reorganization of Chesapeake Energy Corporation and Its Debtor Affiliates* [Docket No. 2915] (the “Confirmation Order”) confirming the Plan; and

WHEREAS, the Claimants and the Lessees have consensually agreed, after good faith, arm’s-length negotiations, to resolve the TB Harris Claims and the Royalty Issues on the terms set forth in this Stipulation and Agreed Order.

NOW, THEREFORE, IT IS STIPULATED AND AGREED:

1. The settlement agreement attached hereto as **Exhibit A** (the “Settlement Agreement”) is hereby approved.

2. In full and final satisfaction of the TB Harris Claims, the Lessees shall pay [REDACTED] to the Claimants upon five (5) business days of entry of this Stipulation and Agreed Order. The Settlement Parties also agreed to certain lease amendments related to the computation of royalties for gas and natural gas liquids, as set forth in the Settlement Agreement.

3. The TB Harris Claims are hereby disallowed.

4. The Settlement Parties agree to file a memorandum amending and ratifying the Leases, as set forth in Exhibit A of the Settlement Agreement (the “Memorandum”), in the real property records of La Salle County, Texas within ten (10) business days of entry of this Stipulation and Agreed Order.

5. The Lessors hereby release and forever discharge Lessee Releasees³ and their respective current and former employees, agents, representatives, officers, directors, shareholders,

³ The “Lessee Releasees” means, Lessees and all other working interest owners associated with the Leases and each of their respective affiliates, beneficiaries, owners, employees, members, managers, officers, directors, agents, partners, representatives, heirs, attorneys, predecessors, successors, assigns, divisions, and all other

corporate parents, subsidiaries, affiliates partners, beneficiaries, predecessors, successors, assigns, and each of the attorneys and law firms representing the Lessee Releasees, from the beginning of time through February 2021 production, all claims, demands, actions, causes of action, liabilities, and damages, of every kind and character whatsoever, whether known or unknown, asserted or unasserted, at law or in equity, relating to royalty payments under the Leases, and any associated attorney's fees, expert or consultant fees or expenses, interest, costs, or any other amounts arising out of or relating to any such claims, including the Royalty Issues and TB Harris Claims (the "Settled Matters").

6. The Lessees hereby release and forever discharge Lessor from any and all Settled Matters.

7. Nothing in this Stipulation and Agreed Order shall be interpreted to release Lessee Releasees and Claimant from the obligations imposed by this Stipulation and Agreed Order.

8. Epiq Corporate Restructuring, LLC is hereby authorized and directed to remove the TB Harris Claims from the Official Claims Register to reflect the terms of this Stipulation and Agreed Order.

9. Nothing in this Stipulation and Agreed Order shall be interpreted to impair in any way the rights, claims or defenses reserved under the Plan with regard to or on behalf of the Reorganized Debtors, except to the extent inconsistent with the terms of the Stipulation and Agreed Order.

[Remainder of page intentionally left blank]

IT IS SO ORDERED.

Signed: _____, 2021
Houston, Texas

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

STIPULATED AND AGREED TO THIS 29TH DAY OF NOVEMBER, 2021:

By: /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)
Veronica A. Polnick (TX Bar No. 24079148)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavanaugh@jw.com
jwertz@jw.com
kpeguero@jw.com
vpolnick@jw.com

Co-Counsel to the Reorganized Debtors

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Patrick J. Nash, Jr. P.C. (admitted *pro hac vice*)
Alexandra Schwarzman (admitted *pro hac vice*)
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: patrick.nash@kirkland.com
alexandra.schwarzman@kirkland.com

Co-Counsel to the Reorganized Debtors

By: /s/ Albert M. Gutierrez

**PERSON, MOHRER, MORALES, BODDY,
GARCIA & GUTIERREZ, PLLC**

Albert M. Gutierrez
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San Antonio, Texas 78217
Telephone: (210) 824-4411
Email: amg@pmbglaw.com

Counsel to the Claimant

By: /s/ Thomas G. Ciarlone, Jr.

KANE RUSSELL COLEMAN LOGAN PC

Thomas G. Ciarlone, Jr. (TX Bar No. 24075649)
Michael P. Ridulfo (TX Bar No. 16902020)
Demetri J. Economou (TX Bar No. 24078461)
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Fax: (713) 425-7700
Email: tciarlone@krcl.com
mridulfo@krcl.com
deconomou@krcl.com

*Co-Counsel to Larchmont Resources, LLC and
Jamestown Resources, L.L.C.*

By: /s/ Edward L. Ripley

ANDREWS MYERS, P.C.

Edward L. Ripley (TX Bar No. 16935950)
1885 St. James Place, 15th Floor
Houston, Texas 77056
Telephone: (713) 850-4200
Facsimile: (713) 850-4211
Email: eriplet@andrewsmyers.com

Counsel for CNOOC Energy U.S.A., L.L.C.

Exhibit A

Settlement Agreement

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release ("Settlement Agreement") is made and entered into between and among Lessor and Lessees, as defined below, as of the Effective Date as herein defined. Lessor and Lessees may hereafter be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Lessor and Lessees are parties to three oil and gas leases defined below (the "Leases"); and

WHEREAS, on June 28, 2020, Chesapeake Exploration, L.L.C. ("CELLC") and its parent and affiliated entities (collectively, the "Debtors") filed voluntary petitions for relief under title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court");

WHEREAS, on August 13, 2020, the Bankruptcy Court entered the *Order (I) Setting Bar Dates For Filing Proofs of Claim, Including Requests For Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner For Filing Proofs of Claim, Including Section 503(b)(9) Requests, (IV) Approving Notice of Bar Dates, and (V) Granting Related Relief* [Docket No. 787] (the "Bar Date Order"); and

WHEREAS, on or about October 30, 2020, Lessor filed Proof of Claim 3910 against CELLC and Proof of Claim 4230 against Chesapeake Operating, L.L.C. ("COLLC") in the Bankruptcy Court seeking alleged underpayment of royalties under the Leases; and

WHEREAS, on or about April 1, 2021 Lessor filed amended Proof of Claim 4766 against CELLC amending Proof of Claim 3910 and Proof of Claim 4765 against COLLC amending 4230 (Proof of Claims 3910, 4230, 4765, and 4766 collectively "Royalty Issues" or "Proof of Claims"); and

WHEREAS, on January 12, 2021, the Debtors filed the *Fifth Amended Joint Chapter 11 Plan of Reorganization of Chesapeake Energy Corporation and Its Debtor Affiliates* [Docket No. 2833];

WHEREAS, on January 16, 2021, the Bankruptcy Court entered the *Order Confirming Fifth Amended Joint Chapter 11 Plan of Reorganization of Chesapeake Energy Corporation and Its Debtor Affiliates* (the "Confirmation Order") [Docket No. 2915] confirming the Plan;

WHEREAS, the Lessor and Lessees have consensually agreed, after good faith, arm's length negotiations, to resolve the Royalty Issues and Proof of Claims pursuant to the terms of this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Settlement Agreement and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS: As used in this Settlement Agreement:

A. "Lessor" means:

- 1) TB Harris Minerals, LP and its respective affiliates, parents, beneficiaries, owners, employees, members, managers, officers, directors, agents, partners, representatives, heirs, attorneys, predecessors, successors, assigns, divisions, and all other persons or entities acting on its behalf.

B. "Lessees" means:

- 1) Chesapeake Exploration, L.L.C. and its respective affiliates, parents, beneficiaries, owners, employees, members, managers, officers, directors, agents, partners, representatives, heirs, attorneys, predecessors, successors, assigns, divisions, and all other persons or entities acting on its behalf ("CELLC"); and
- 2) CNOOC Energy U.S.A. LLC f/k/a OOGC America LLC and its respective affiliates, parents, beneficiaries, owners, employees, members, managers, officers, directors, agents, partners, representatives, heirs, attorneys, predecessors, successors, assigns, divisions, and all other persons or entities acting on its behalf ("CNOOC").
- 3) Jamestown Resources, L.L.C. and its respective affiliates, parents, beneficiaries, owners, employees, members, managers, officers, directors, agents, partners, representatives, heirs, attorneys, predecessors, successors, assigns, divisions, and all other persons or entities acting on its behalf ("Jamestown").
- 4) Larchmont Resources, L.L.C. and its respective affiliates, parents, beneficiaries, owners, employees, members, managers, officers, directors, agents, partners, representatives, heirs, attorneys, predecessors, successors, assigns, divisions, and all other persons or entities acting on its behalf ("Larchmont").

C. "Lessee Releasees" means Lessees and all other working interest owners associated with the Leases and each of their respective affiliates, beneficiaries, owners, employees, members, managers, officers, directors, agents, partners, representatives, heirs, attorneys, predecessors, successors, assigns, divisions, and all other persons or entities acting on their behalf.

D. The "Leases" means the following oil and gas leases:

- 1) Paid Up Oil and Gas Lease dated April 23, 2010 from Joe Tom Harris and Emily S. Harris, husband and wife to Chesapeake Exploration, L.L.C. as Lessee, covering 620 acres, more or less, a Memorandum of said Oil, Gas and Mineral Lease being recorded in Vol. 511, Page 503 of the Deed Records of LaSalle County, Texas (CELLC # TX7710119-003)

- 2) Paid Up Oil and Gas Lease dated March 11, 2013 from TB Harris Minerals L.L.C. to Chesapeake Exploration, L.L.C. as Lessee, covering 8.42 acres, more or less, a Memorandum of said Oil and Gas Lease being recorded in Vol. 689, Page 478 of the Deed Records of LaSalle County, Texas (CELLC # 42-0007426-002)
 - 3) Paid Up Oil and Gas Lease dated December 16, 2014 from TB Harris Minerals L.L.C. to Chesapeake Exploration, L.L.C. as Lessee, covering 20.00 acres, more or less, a Memorandum of said Oil and Gas Lease being recorded in Vol. 843, Page 300 of the Deed Records of LaSalle County, Texas (CELLC # 42-0010767-000)
- E. "Settled Matters" means from the beginning of time through February 2021 production, any claims, demands, actions, causes of action, liabilities, and damages, of every kind and character whatsoever, whether known or unknown, asserted or unasserted, at law or in equity, relating to royalty payments under the Leases, and any associated attorney's fees, expert or consultant fees or expenses, interest, costs, or any other amounts arising out of or relating to any such claims, including the Royalty Issues and Proof of Claims.
- F. "Settlement Amount" means the sum of [REDACTED]
2. **PAYMENT:**
- A. Upon the latter of execution of this Settlement Agreement by all Parties or approval of this settlement by the Bankruptcy Court, Lessees shall pay the Settlement Amount by wire transfer to the account listed on Exhibit B to this Settlement Agreement.
3. **AMENDMENT TO THE LEASES:**

[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

i. [REDACTED]
[REDACTED]
[REDACTED]
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■ [REDACTED]
[REDACTED]

- B. The Parties agree to file the attached Exhibit A Memorandum of Lease Amendment of Leases in the real property records of La Salle County, Texas within ten (10) business days of approval of this Settlement Agreement by the Bankruptcy Court.

4. RELEASES AND WITHDRAW OF PROOF OF CLAIM

- A. Lessor hereby releases and forever discharges Lessees' Releasees and their respective current and former employees, agents, representatives, officers, directors, shareholders, corporate parents, subsidiaries, affiliates partners, beneficiaries, predecessors, successors, assigns, and each of the attorneys and law firms representing the Lessees' Releasees, from any and all Settled Matters. This release and discharge of claims does not include the obligations imposed by this Settlement Agreement or Lease Amendment.
- B. Lessees hereby release and forever discharge Lessor and Lessor's current and former employees, agents, representatives, officers, directors, shareholders, corporate parents, subsidiaries, affiliates, partners, beneficiaries, heirs, predecessors, successors, assigns, and each of the attorneys and law firms representing the Lessor, from any and all Settled Matters. This release and discharge of claims does not include the obligations imposed by this Settlement Agreement or Lease Amendment.
- C. Upon the Effective Date of this Settlement Agreement, as herein defined, Lessor agrees that Epiq Corporate Restructuring, LLC is hereby authorized and directed to remove the Proof of Claims from the Official Claims Register.
- D. Complete Bar Other Than to Enforce Settlement Agreement. The releases in this Settlement Agreement shall forever be a complete bar to the commencement or prosecution of any action or proceeding by the Lessor against the Lessees or by the Lessees against the Lessor with regard to the Settled Matters, other than to enforce the Settlement Agreement or Lease Amendment.
- E. Lessor's Representation. Lessor represents and warrants that they have not sold, assigned, pledged, or in any other way transferred an interest in the Settled Matters released under this Settlement Agreement or the properties that are the subject of the Lease Amendment.
- F. Lessees' Representation. Lessees represent and warrant that they have not sold, assigned, pledged, or in any other way transferred an interest in the Settled Matters released under this Settlement Agreement.
- G. Confidentiality. The Parties represent, warrant, and agree that the terms of this Settlement Agreement SHALL BE KEPT STRICTLY CONFIDENTIAL. Notwithstanding the foregoing, the Parties may disclose certain terms contained herein to the extent necessary to obtain approval of this Settlement Agreement by the Court in the Bankruptcy Matter. The Parties agree to take all reasonable efforts to maintain the confidentiality of the terms of the Agreement as well as the negotiations related thereto, except as required by law, statute, ordinance, or any court order, and except as may be reasonably necessary to their personal accountants, advisors, and/or attorneys.

4. MERGER CLAUSE AND EXPRESS DISCLAIMER OF RELIANCE:

Each Party:

- A. has entered into this Settlement Agreement freely and without duress after consulting with professionals of its choice;
- B. expressly warrants and represents that other than those expressly stated in this Settlement Agreement, no promise or agreement has been made to it in executing this Settlement Agreement;
- C. is not relying upon, and expressly disclaims and waives any statement, representation, or omission of any agent of the entities or persons being released hereby, other than those expressly stated within this Settlement Agreement;
- D. is relying on its own judgment and has been represented by legal counsel in the negotiation and drafting of this Settlement Agreement;
- E. represents that it has discussed this Settlement Agreement and its legal consequences with its respective counsel; and

5. GENERAL TERMS:


- A. Ambiguity. Any ambiguity in or dispute regarding the interpretation of this Settlement Agreement shall not be resolved by any rule of interpretation providing for interpretation against the drafting party.
- B. Change or Modification. No change or modification to this Settlement Agreement is binding unless it is in writing and executed by all Parties.
- C. Legal and Other Costs. The Parties will each pay their own legal and other costs and expenses incurred in connection with this Settlement Agreement.
- D. Governing Law. This Settlement Agreement is governed by the laws of the State of Texas, without reference to any conflict of laws provision or analysis.
- E. Authority to Enter into Settlement. Lessor, Lessees, and their undersigned representatives represent and warrant that they are authorized to bind the entities on whose behalf they enter into this Settlement Agreement.
- F. Effective Date. This Settlement Agreement is effective upon the latter of execution of this Settlement Agreement by all Parties or approval of this Settlement Agreement by the Bankruptcy Court.
- G. Compromise of Disputed Claims. This Settlement Agreement is a compromise of disputed claims between Lessor and Lessees. The terms and conditions of this Settlement Agreement and the negotiations leading up to it are not to be construed as an admission of liability or wrongdoing by any Party, or as a concession by any Party as to the correctness or incorrectness of any Party's position concerning the Settled Matters.

- H. Entire Agreement. This Settlement Agreement supersedes all prior agreements, written or oral, between the Lessor and the Lessees concerning the Settled Matters. There are no other agreements, covenants, promises or arrangements between the Lessor and the Lessees relating to the Settled Matters than those set forth herein.
- I. Headings. Headings in this Settlement Agreement are for the Parties' convenience and are not to be used in construing this Settlement Agreement.
- J. Binding Effect. All of the terms and provisions of this Settlement Agreement are binding upon and inure to the benefit of the Parties and their respective successors and assigns.

LESSEES:

Signed this 28th day of October, 2021 by:

Chesapeake Exploration, L.L.C.



By: Sheldon W. Burleson
Title: Vice President – Southern Region

Signed this ____ day of October, 2021 by:

CNOOC Energy U.S.A. LLC f/k/a OOGC America LLC

By: Rick Sumrall
Title: Vice President

Signed this ____ day of October, 2021 by:

Jamestown Resources, L.L.C.

By: Matthew Reynolds
Title: Manager

Signed this ____ day of October, 2021 by:

Larchmont Resources, L.L.C.

By: Matthew Reynolds
Title: Manager

- H. Entire Agreement. This Settlement Agreement supersedes all prior agreements, written or oral, between the Lessor and the Lessees concerning the Settled Matters. There are no other agreements, covenants, promises or arrangements between the Lessor and the Lessees relating to the Settled Matters than those set forth herein.
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LESSEES:

Signed this ____ day of October, 2021 by:

Chesapeake Exploration, L.L.C.

By: Sheldon W. Burleson
Title: Vice President – Southern Region

Signed this 11 ^{NOVEMBER} day of ~~October~~, 2021 by:

CNOOC Energy U.S.A. LLC f/k/a CNOOC America LLC

By: Rick Sumrall
Title: Vice President

Signed this ____ day of October, 2021 by:

Jamestown Resources, L.L.C.

By: Matthew Reynolds
Title: Manager

Signed this ____ day of October, 2021 by:

Larchmont Resources, L.L.C.

By: Matthew Reynolds
Title: Manager

- H. Entire Agreement. This Settlement Agreement supersedes all prior agreements, written or oral, between the Lessor and the Lessees concerning the Settled Matters. There are no other agreements, covenants, promises or arrangements between the Lessor and the Lessees relating to the Settled Matters than those set forth herein.
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- J. Binding Effect. All of the terms and provisions of this Settlement Agreement are binding upon and inure to the benefit of the Parties and their respective successors and assigns.

LESSEES:

Signed this ____ day of October, 2021 by:

Chesapeake Exploration, L.L.C.

By: Sheldon W. Burleson
Title: Vice President – Southern Region


Signed this ____ day of October, 2021 by:

CNOOC Energy U.S.A. LLC f/k/a OOGC America LLC

By: Rick Sumrall
Title: Vice President

Signed this 28th day of October, 2021 by:


Jamestown Resources, L.L.C.



By: Matthew Reynolds
Title: Manager

Signed this 28th day of October, 2021 by:

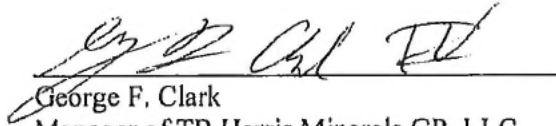
Larchmont Resources, L.L.C.



By: Matthew Reynolds
Title: Manager

LESSOR:

Signed this 18 day of October, 2021 by:

A handwritten signature in black ink, appearing to read "G F Clark", is written over a horizontal line.

George F. Clark
Manager of TB Harris Minerals GP, LLC,
General Partner of TB Harris Minerals, LP

EXHIBIT A

MEMORANDUM OF LEASE AMENDMENT AND SETTLEMENT AGREEMENT

NOTICE IS GIVEN that Chesapeake Exploration, L.L.C., CNOOC Energy U.S.A. LLC f/k/a OOGC America LLC, Jamestown Resources, L.L.C., and Larchmont Resources, L.L.C. ("Lessees"), and TB Harris Minerals, LP ("Lessor") (collectively, the "Parties") have entered into Lease Amendments ("Lease Amendments") amending the following leases in LaSalle County, Texas pursuant to a Confidential Settlement Agreement and Release Agreement effective March 1, 2021 production:

- (1) Paid Up Oil and Gas Lease dated April 23, 2010 from Joe Tom Harris and Emily S. Harris, husband and wife to Chesapeake Exploration, L.L.C. as Lessee, covering 620 acres, more or less, a Memorandum of said Oil, Gas and Mineral Lease being recorded in Vol. 511, Page 503 of the Deed Records of LaSalle County, Texas (CELLC # TX7710119-003)
- 2) Paid Up Oil and Gas Lease dated March 11, 2013 from TB Harris Minerals L.L.C. to Chesapeake Exploration, L.L.C. as Lessee, covering 8.42 acres, more or less, a Memorandum of said Oil and Gas Lease being recorded in Vol. 689, Page 478 of the Deed Records of LaSalle County, Texas (CELLC # 42-0007426-002)
- 3) Paid Up Oil and Gas Lease dated December 16, 2014 from TB Harris Minerals L.L.C. to Chesapeake Exploration, L.L.C. as Lessee, covering 20.00 acres, more or less, a Memorandum of said Oil and Gas Lease being recorded in Vol. 843, Page 300 of the Deed Records of LaSalle County, Texas (CELLC # 42-0010767-000)

The Parties execute and record this Memorandum of Lease Amendments and Settlement Agreement to place everyone on notice of the existence of the Lease Amendments and Settlement Agreement and of all the terms, provisions, and conditions therein, and is given in lieu of filing the original of the Lease Amendments and Settlement Agreement for record in the Official Public Records of La Salle County, Texas.

Among other provisions, the Lease Amendments and Settlement Agreement address the computation of royalties and are binding on successors and assigns of the Lessor and Lessees. All of the terms, covenants, and other provisions of the Lease Amendments and Settlement Agreement are hereby incorporated into this Memorandum for all purposes.

Executed copies of the Lease Amendments and Settlement Agreement are in the possession of Chesapeake Exploration, L.L.C. at 6100 N. Western Avenue, Oklahoma City, Oklahoma 73118 and Lessor.

Executed to be effective as of March 1, 2021 production.

Signature Pages Follow

LESSEES:

Signed this 28 day of October, 2021

CHESAPEAKE EXPLORATION, L.L.C.,
an Oklahoma limited liability company

By: Monty Mayfield
Monty Mayfield, Land Manager – Southern Region
Chesapeake E&P Holding, L.L.C., Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 28th day of October, 2021, by Monty Mayfield, Land Manager – Southern Region of Chesapeake E&P Holding, L.L.C., Manager of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, as the act and deed and on behalf of such corporation.



Angela Baker
Notary Public
My Commission Expires: 1/13/2023

Signed this 11 day of ~~October~~ ^{NOVEMBER}, 2021

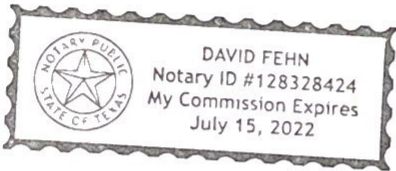
CNOOC ENERGY U.S.A. LLC
(f/k/a OOGC AMERICA LLC),
a Delaware limited liability company

By: [Signature]
R. L. Sumrall, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 11th day of November, 2020, by R.L. Sumrall, as Vice President of CNOOC Energy U.S.A. LLC, (f/k/a OOGC America LLC), a Delaware limited liability company, as the act and deed and on behalf of such company.



David Fehn
Notary Public
My Commission Expires: July 15, 2022

Signed this 28th day of October, 2021

JAMESTOWN RESOURCES, L.L.C.,
an Oklahoma limited liability company

By: [Signature]
Matthew Reynolds, Manager

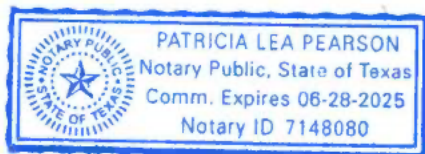
LARCHMONT RESOURCES, L.L.C.,
an Oklahoma limited liability company

By: [Signature]
Matthew Reynolds, Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)
) §
COUNTY OF HARRIS

On this 28th day of October, 2020, before me appeared Matt Reynolds, to me personally known, who, being by me personally sworn, did say that he is the Manager of **Jamestown Resources, L.L.C.**, an Oklahoma limited liability company, and acknowledged said instrument to be the free act and deed of said limited liability company.

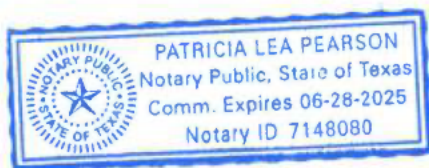


[Signature]
Notary Public
My Commission Expires: 6/28/2025

ACKNOWLEDGEMENT

STATE OF TEXAS)
) §
COUNTY OF HARRIS

On this 28th day of October, 2020, before me appeared Matt Reynolds, to me personally known, who, being by me personally sworn, did say that he is the Manager of **Larchmont Resources, L.L.C.**, an Oklahoma limited liability company, and acknowledged said instrument to be the free act and deed of said limited liability company.



[Signature]
Notary Public
My Commission Expires: 6/28/2025

LESSOR:

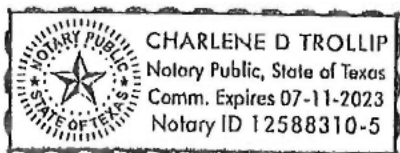
Signed this 18 day of October, 2021

By: [Signature]
George F. Clark
Manager of TB Harris Minerals GP, LLC,
General Partner of TB Harris Minerals, LP

ACKNOWLEDGEMENT

STATE OF TEXAS }
COUNTY OF Montgomery }

On this 18 day of October, 2021, before me appeared George F. Clark, to me personally known, who, being by me personally sworn, did say that he is the Manager of TB Harris Minerals GP, LLC, General Partner of TB Harris Minerals, and acknowledged said instrument to be the free act and deed of said limited liability company.



[Signature]
Notary Public
My Commission Expires: 7.11.2023

EXHIBIT B

Settlement payment instructions:

WIRE INSTRUCTIONS:

[REDACTED]