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

In re:	§	Chapter 11
CHESAPEAKE ENERGY CORPORATION, *et al.*,[1]	§	Case No. 20-33233 (DRJ)
Debtors.	§	(Jointly Administered)

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING THE CONSENT DECREE AND ENVIRONMENTAL SETTLEMENT AGREEMENT BY AND AMONG THE DEBTORS AND THE UNITED STATES ON BEHALF OF THE ENVIRONMENTAL PROTECTION AGENCY, AND (II) GRANTING RELATED RELIEF

This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the motion at the hearing.

Represented parties should act through their attorney.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")[2] respectfully state the following in support of this motion:

[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] A detailed description of the Debtors and their businesses, and the facts and circumstances supporting the Debtors' chapter 11 cases, are set forth in greater detail in the *Declaration of Domenic J. Dell'Osso, Jr., Executive Vice President and Chief Financial Officer of Chesapeake Energy Corporation in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 37] (the "First Day Declaration"), filed contemporaneously with the Debtors' voluntary petitions for relief filed under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), on June 28, 2020 (the "Petition Date").

Relief Requested

1. By this motion, the Debtors seek entry of an order, substantially in the form attached hereto (the "Order"), (a) authorizing and approving the Debtors' entry into the settlement agreement attached hereto as **Exhibit A** (the "Settlement Agreement") by and among Chesapeake Energy Corporation, Chesapeake Exploration L.L.C., and Chesapeake Appalachia L.L.C. (collectively, the "FOV Debtors") and the United States on behalf of the Environmental Protection Agency (the "EPA"), and (b) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 2002 and 9019.

Background

II. Alleged Environmental Violations.

5. The EPA has alleged that the FOV Debtors violated the Clean Air Act, 42 U.S.C. §§ 7401-7671q (the "Clean Air Act" or the "Act"), and the Ohio State Implementation Plan issued under Section 110 of the Act at oil and natural gas production facilities formerly owned and operated by Chesapeake Exploration L.L.C. and Chesapeake Appalachia L.L.C. in Ohio

(the "Ohio Well Pads"). Specifically, on December 21, 2016, the EPA issued a Finding of Violation under Section 113(a)(3) of the Act, 42 U.S.C. § 7413(a)(3) (the "2016 FOV") for alleged violations at 15 Ohio Well Pads. On December 20, 2018, the EPA also issued a Notice and Finding of Violation under Section 113(a) of the Act, 42 U.S.C. § 7413(a) (the "2018 NOV/FOV") for alleged violations at an additional 49 Ohio Well Pads. In addition, following the issuances of the 2016 FOV and 2018 NOV/FOV, the EPA notified the FOV Debtors of additional alleged violations of the Clean Air Act that were not set forth in the 2016 FOV or 2018 NOV/FOV. Between the 2016 FOV, the 2018 NOV/FOV, and subsequent discussions, the EPA identified a total of 159 Ohio Well Pads in violations of the Act.

6. In the 2016 FOV and 2018 NOV/FOV, and in subsequent discussions with the FOV Debtors, the EPA alleged that the FOV Debtors violated (a) the requirements set forth in Section 111 of the Clean Air Act, the Standards of Performance for Crude Oil and Natural Gas Production, Transmission, and Distribution found at 40 C.F.R. Part 60, Subpart OOOO ("NSPS Subpart OOOO"); (b) the Standards of Performance for Crude Oil and Natural Gas Production, Transmission, and Distribution for Which Construction, Modification, or Reconstruction Commenced After September 18, 2015 found in 40 C.F.R. Part 60, Subpart OOOOa ("Subpart OOOOa"); and (c) federally-enforceable general operating permits applicable to the Ohio Well Pads issued by the Ohio Environmental Protection Agency known as General Permit 12 ("GP 12"), General Permit 12.1 ("GP 12.1") and General Permit 12.2 ("GP 12.2"). Specifically, these violations (collectively, the "Alleged Environmental Violations") consist of the following:

a. failure to comply with the cover requirements on its storage vessel affected facilities at 43 Ohio Well Pads in violation of NSPS Subparts OOOO and/or OOOOa, 40 C.F.R. §§ 60.5411(b), 60.5411a(b), and GP 12.1 Condition C.7.c)(2) and/or GP 12.2 Condition C.7.c)(2);

b. failure to design and operate the closed vent systems at its storage vessel affected facilities with no detectable emissions, as determined using olfactory, visual, and auditory inspections at 43 Ohio Well Pads in violation of NSPS Subparts OOOO and/or OOOOa, 40 C.F.R. §§ 60.5411(c)(1) and (2), 60.5411a(c)(1) and (2), and GP 12.1 Condition C.7.c)(2) and/or GP 12.2 Condition C.7.c)(2);

c. failure to maintain and operate storage vessels at 43 Ohio Well Pads, including associated air pollution control equipment, in a manner consistent with good air pollution control practice for minimizing emissions at all times, including periods of startup, shutdown, and malfunction, in violation of NSPS Subparts OOOO and/or OOOOa, 40 C.F.R. §§ 60.5370(b), 60.5370a(b);

d. failure to demonstrate initial compliance with one or more of the NSPS Subparts OOOO and/or OOOOa requirements for its storage vessels at 43 Ohio Well Pads by the dates such demonstration was due, in violation of NSPS Subparts OOOO and/or OOOOa, 40 C.F.R. §§ 60.5410(h), 60.5410a(h);

e. failure to repair leaks in ancillary equipment by the required deadlines at 42 Ohio Well Pads in violation of GP 12, GP 12.1 and/or GP 12.2;

f. failure to use an analyzer to detect equipment leaks at 129 Ohio Well Pads in accordance with the instrument manufacturer's operation and maintenance instructions and U.S. EPA Method 21, 40 C.F.R. Part 60, Appendix A in violation of GP 12, Condition C.5.d)(1); and

g. failure to perform initial and annual inspections and monitoring of equipment, including storage tank components, to determine if leaks exist at 129 Ohio Well Pads in violation of GP 12, Condition C.5.d)(1).

7. The EPA further alleged that these violations resulted in the excess emission of volatile organic compounds ("VOCs") and other pollutants.

8. In light of the number of Alleged Environmental Violations, many of which allegedly continued for a period of years, the EPA estimates that the statutory maximum penalty for the Alleged Environmental Violations is in the billions of dollars. Section 113(e) of the CAA, 42 U.S.C. § 7413(e), sets forth factors a Court should consider in determining the penalty amount, including the seriousness of the violations, duration of the violations, economic benefit gained from non-compliance, size of the business and economic impact on the violator, and good faith

efforts of the violator to comply with the CAA. After assessing these factors, the EPA believes that an appropriate penalty for the Alleged Environmental Violations set forth above could exceed $25 million and that it is entitled to injunctive relief in the form of an order requiring the FOV Debtors to undertake measures to mitigate the excess tons of VOCs that Chesapeake emitted as a result of the Alleged Environmental Violations.

9. The Debtors do not admit liability for any of the Alleged Environmental Violations.

10. The Debtors intend to seek recovery of a portion of any amount paid in connection with the Alleged Environmental Violations from Encino Energy Corporation (through its subsidiary EAP OHIO, LLC), which purchased the facilities at issue from the Debtors in 2018 and contractually committed to indemnify the Debtors for certain assumed liabilities, including, as the Debtors assert, a majority of the Alleged Environmental Violations (and the associated civil penalty).

11. In an effort to avoid costly litigation with respect to the Debtors' (and Encino Energy Corporation's) liability, the EPA and the Debtors (collectively, the "Parties") began negotiating with respect to the penalty figure initially proposed by the EPA.

III. The Chapter 11 Cases.

12. On June 28, 2020, the Debtors commenced these chapter 11 cases.

13. In connection with the Alleged Environmental Violations, the Debtors scheduled claims at Schedule Nos. 233037490 (Chesapeake Energy Corporation), 239455990 (Chesapeake Exploration, L.L.C.), and 247088960 (Chesapeake Appalachia, L.L.C.). The claims were identified as contingent, unliquidated, and disputed, and the scheduled amounts were undetermined.

14. On September 11, 2020, the Debtors filed the *Joint Chapter 11 Plan of Reorganization of Chesapeake Energy Corporation and Its Debtor Affiliates* [Docket No. 1150].

On October 8, 2020, the Debtors filed the *Amended Joint Chapter 11 Plan of Reorganization of Chesapeake Energy Corporation and Its Debtor Affiliates* [Docket No. 1330]. On October 30, 2020, the Debtors filed the *Second Amended Joint Chapter 11 Plan of Reorganization of Chesapeake Energy Corporation and Its Debtor Affiliates* [Docket No. 1644]. On December 13, 2020, the Debtors filed the *Third Amended Joint Chapter 11 Plan of Reorganization of Chesapeake Energy Corporation and Its Debtor Affiliates* [Docket No. 2336]. On December 27, 2020, the Debtors filed the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Chesapeake Energy Corporation and Its Debtor Affiliates* [Docket No. 2630] (as may be amended, modified, or supplemented from time to time, the "Plan").

15. On December 9, 2020, EPA filed Claim No. 13372 related to the Alleged Environmental Violations.

IV. The Settlement.

16. The Parties continued their arm's-length negotiations after the Petition Date. During such negotiations, the Parties agreed that pursuant to the terms of the Settlement Agreement and subject to the public comment process set forth in the Settlement Agreement,[3] in exchange for the EPA covenanting not to sue over the Alleged Environmental Violations, the Debtors will pay the United States $1.2 million in cash on the later of (a) the effective date of the Plan; or (b) 20 days after entry of the Order.[4]

17. The Debtors believe the Settlement Agreement is in the best interests of the Debtors and their estates. The Settlement Agreement resolves significant disputes between the Parties, the

[3] The Settlement Agreement is subject to a public comment process under environmental law. The United States on behalf of the EPA will advise the Court on its evaluation of the public comments received in accordance with paragraphs 14 and 15 of the Settlement Agreement.

[4] The Debtors assert that Encino Energy Corporation (through its subsidiary EAP OHIO LLC) is responsible for indemnifying the Debtors pursuant to an indemnification agreement in the Purchase and Sale Agreement transferring the well pads at issue from the Debtors to EAP OHIO LLC.

outcome of which are inherently uncertain. Specifically, the Settlement Agreement caps the Debtors' potential liability with respect to the Alleged Environmental Violations and obviates the need for the Parties to litigate with respect to whether the Alleged Environmental Violations are dischargeable in bankruptcy or entitled to administrative expense treatment. Further, the Settlement Agreement represents a compromise with federal regulators, who expressed interest in securing a sum-certain cash payment in exchange for their claims. The Debtors continue to interact with the same federal regulators across their basins and have a vested interest in maintaining a collaborative and positive relationship with such regulators. Further, entering into the Settlement Agreement will minimize the Debtors' litigation expenses. Accordingly, to finally resolve the Debtors' dispute with the EPA, the Debtors seek authorization and approval of the Settlement Agreement.

Basis for Relief

I. Settlements Are Favored in Bankruptcy, and Debtors' Business Judgment Is Given Significant Deference.

18. Bankruptcy Rule 9019(a) provides, in relevant part:

> On motion by the [debtor in possession] and after notice and a hearing, the court may approve a compromise or settlement. Notice shall be given to creditors, the United States trustee.... and indenture trustee as provided in Rule 2002 and to any other entity as the court may direct.

Fed. R. Bankr. P. 9019(a).

19. "To minimize litigation and expedite the administration of a bankruptcy estate, compromises are favored in bankruptcy." *Myers v. Martin (In re Martin)*, 91 F.3d 389, 393 (3d Cir. 1996) (internal quotations omitted) (citing 9 Collier on Bankruptcy ¶ 9019.03[1] (15th ed. 1993)). Settlements are considered a "normal part of the process of reorganization" and a "desirable and wise method[] of bringing to a close proceedings otherwise lengthy, complicated,

and costly." *Rivercity v. Herpel (In re Jackson Brewing Co.)*, 624 F.2d 599, 602 (5th Cir. 1980) (citations omitted) (decided under the Bankruptcy Act).

20. Pursuant to Bankruptcy Rule 9019(a), a bankruptcy court may, after appropriate notice and a hearing, approve a compromise or settlement so long as the proposed settlement is fair, reasonable, and in the best interest of the estate. *See In re Age Ref. Inc.*, 801 F.3d 530, 540 (5th Cir. 2015). Ultimately, approval of a compromise is within the "sound discretion" of the bankruptcy court. *United States v. AWECO, Inc. (In re AWECO, Inc.)*, 725 F.2d 293, 298 (5th Cir. 1984); *see also Jackson Brewing Co.*, 624 F.2d at 602–03 (same).

21. Generally, the role of the bankruptcy court is not to decide the issues in dispute when evaluating a settlement. *Watts v. Williams*, 154 B.R. 56, 59 (S.D. Tex. 1993). Instead, the court should determine whether the settlement as a whole is fair and equitable. *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968).[5]

22. "Great judicial deference is given to the [debtor's] exercise of business judgment." *GBL Holding Co., Inc. v. Blackburn/Travis/Cole, Ltd. (In re State Park Bldg. Grp., Ltd.)*, 331 B.R. 251, 254 (Bankr. N.D. Tex. 2005) (citation omitted). "As long as [the decision] appears to enhance a debtor's estate, court approval of a debtor-in-possession's decision . . . should only be withheld if the debtor's judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code." *Richmond Leasing Co.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (citation omitted).

[5] Further, under section 105(a) of the Bankruptcy Code, the Court "may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." Authorizing the Debtors to proceed with the Settlement Agreement falls squarely within the spirit of Bankruptcy Rule 9019, if not the letter, as well as the Bankruptcy Code's predilection for compromise. Thus, to the extent necessary, section 105(a) relief is appropriate in this instance and would best harmonize the settlement processes contemplated by the Bankruptcy Code.

V. The Settlement Agreement Satisfies the Three-Factor Test Courts in the Fifth Circuit Employ to Analyze Proposed Settlements.

23. The Fifth Circuit has established a three-factor balancing test under which bankruptcy courts are to analyze proposed settlements. The factors a court must consider in determining whether a compromise is "fair, equitable, and in the best interest of the estate" are: "(1) [t]he probability of success in litigating the claim subject to settlement, with due consideration for the uncertainty in fact and law; (2) [t]he complexity and likely duration of litigation and any attendant expense, inconvenience, and delay; and (3) [a]ll other factors bearing on the wisdom of the compromise." *In re Roqumore*, 393 B.R. 474, 479 (Bankr. S.D. Tex. 2008) (citing the factors set forth by the court in *Jackson Brewing*); s*ee also Age Ref. Inc.*, 801 F.3d at 540 (same).

24. Under the rubric of the third factor referenced above, the Fifth Circuit has specified two additional factors that bear on the decision to approve a proposed settlement. ***First***, the court should consider "the paramount interest of creditors with proper deference to their reasonable views." *Conn. Gen. Life Ins. Co. v. United Cos. Fin. Corp. (Matter of Foster Mortg. Corp.)*, 68 F.3d 914, 917 (5th Cir. 1995); *see also Age Ref. Inc.*, 801 F.3d at 540 (noting the *Foster Mortgage* factors). "While the desires of the creditors are not binding, a court 'should carefully consider the wishes of the majority of the creditors.'" *Foster Mortg. Corp.*, 68 F.3d at 917 (quoting *In re Transcon. Energy Corp.*, 764 F.2d 1296, 1299 (9th Cir. 1985)). ***Second***, the court should consider the "extent to which the settlement is truly the product of arms-length bargaining, and not of fraud or collusion." *Age Ref. Inc.*, 801 F.3d at 540; *Foster Mortg. Corp.*, 68 F.3d at 918 (citations omitted).

B. The Debtors Are Not Certain to Succeed in Litigating the Issues Between the Debtors and the EPA.

25. With respect to "the probability of success in litigating the claim subject to settlement," the Debtors, in consultation with their advisors, do not believe it is certain that they

would succeed in litigation related to the Alleged Environmental Violations. Resolution of the disputes between the Parties would rest in a court's discretion to weigh the relevant facts and circumstances. Due to the inherently uncertain nature of the dispute between the Parties, it is not possible to guarantee a successful outcome thereof, which likely would require a time-consuming and extensive trial.

C. Litigation with the EPA Would Be Complex and Result in Delay and Distraction.

26. Litigation with the EPA with respect to its claim likely would be costly and time-consuming, involving taking and defending multiple depositions, preparing and filing motions, and preparing for trial. Further, post-effective date litigation between the Parties with respect to the EPA's claim would require substantial focus from the Debtors' management team, distracting them from day-to-day operations and from successfully running their business after emergence from chapter 11.

D. The Settlement Agreement Is in the Best Interests of Creditors.

27. The Settlement Agreement will provide all stakeholders with certainty regarding the resolution of the disputes between the Debtors and the EPA with respect to the Alleged Environmental Violations. The Settlement Agreement fixes the Debtors' liability with respect to the Alleged Environmental Violations, obviates the need to litigate with respect to treatment of related claims in bankruptcy, and provides the EPA with a sum-certain cash payment. Further, the Settlement Agreement arises out of arm's-length bargaining between the Debtors and the EPA.

28. As discussed, the Debtors intend to seek recovery of a portion of the settlement amount from Encino Corporation, which purchased the facilities at issue from the Debtors in 2018 and contractually committed to indemnify the Debtors for Alleged Environmental Violations other

than those covered by the 2016 FOV. Funds recovered from Encino Corporation would be available for the Debtors' other creditors.

29. Based on the foregoing considerations, the Debtors respectfully submit that the Settlement Agreement represents a fair and reasonable compromise that is in the best interest of the Debtors' estates. Accordingly, the Debtors respectfully request that the Court authorize and approve the Settlement Agreement and allow the Debtors to implement the terms of the Settlement Agreement, as such action is a reasonable exercise of the Debtors' business judgment and in the best interest of their bankruptcy estates.

Reservation of Rights

30. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion or any order granting the relief requested by this motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance

all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

31. The Debtors will provide notice of this motion to: (a) the United States Trustee for the Southern District of Texas; (b) counsel to the official committee of unsecured creditors; (c) the administrative agent under the Debtors' debtor-in-possession credit facility and counsel thereto; (d) the administrative agent under the Debtors' prepetition revolving credit facility and counsel thereto; (e) the administrative agent for the Debtors' prepetition term loan facility and counsel thereto; (f) the indenture trustee for the Debtors' senior secured second lien notes and counsel thereto; (g) the indenture trustees for the Debtors' unsecured notes; (h) counsel to the ad hoc group of term loan lenders; (i) counsel to certain affiliates of Franklin Advisers, Inc.; (j) the United States Attorney's Office for the Southern District of Texas; (k) the Internal Revenue Service; (l) the United States Securities and Exchange Commission; (m) the EPA and similar state environmental agencies for states in which the Debtors conduct business; (n) the state attorneys general for states in which the Debtors conduct business; (o) the EPA; and (p) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter the Order, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Houston, Texas
January 7, 2020

/s/ *Matthew D. Cavenaugh*

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Certificate of Service

I certify that on January 7, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew D. Cavenaugh
Matthew D. Cavenaugh

Exhibit A

Settlement Agreement

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

In re:	§	Chapter 11
CHESAPEAKE ENERGY CORPORATION, *et al.*,[1]	§	Case No. 20-33233 (DRJ)
Debtors.	§	(Jointly Administered)

CONSENT DECREE AND ENVIRONMENTAL SETTLEMENT AGREEMENT

This Consent Decree and Environmental Settlement Agreement (this "Settlement Agreement") is entered into by and among the following Debtors in the above captioned action: (i) Chesapeake Energy Corporation, Chesapeake Exploration, L.L.C., and Chesapeake Appalachia, L.L.C. (collectively, "Chesapeake"), and (ii) the United States of America, on behalf of the United States Environmental Protection Agency (the "EPA"). Chesapeake and the United States on behalf of the EPA are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

I. RECITALS

WHEREAS, Debtors Chesapeake Exploration LLC and Chesapeake Appalachia LLC formerly owned and operated at least 159 oil and natural gas production facilities in the state of Ohio (the "Ohio Well Pads").

WHEREAS, on June 28, 2020, the Chesapeake Energy Corporation and its debtor affiliates (collectively, the "Debtors") each filed a voluntary petition for relief under Chapter 11

[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.

of Title 11 of the United States Code, §§ 101-1532, (the "Bankruptcy Cases") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court").

WHEREAS, on December 21, 2016, EPA issued a Finding of Violation to Chesapeake under Section 113(a)(3) of the Clean Air Act (the "CAA"), 42 U.S.C. § 7413(a)(3), (the "2016 FOV") for violations at some of its Ohio Well Pads.

WHEREAS, on December 20, 2018, the EPA issued a Notice and Finding of Violation to Chesapeake under Section 113(a) of the CAA, 42 U.S.C. § 7413(a), (the "2018 NOV/FOV") for violations at some of its Ohio Well Pads.

WHEREAS, following the issuances of the 2016 FOV and 2018 NOV/FOV, the Department of Justice ("DOJ") on behalf of EPA, notified Chesapeake of additional violations of the CAA that were not set forth in the 2016 FOV or 2018 NOV/FOV.

WHEREAS, in the 2016 FOV and 2018 NOV/FOV, and in subsequent discussions with Chesapeake, the United States, on behalf of EPA, alleged that Chesapeake violated the requirements set forth in Section 111 of the CAA, the Standards of Performance for Crude Oil and Natural Gas Production, Transmission, and Distribution found at 40 C.F.R. Part 60, Subpart OOOO ("NSPS Subpart OOOO"), the Standards of Performance for Crude Oil and Natural Gas Production, Transmission, and Distribution for Which Construction, Modification, or Reconstruction Commenced After September 18, 2015 found in 40 C.F.R. Part 60, Subpart OOOOa ("NSPS Subpart OOOOa"), and federally-enforceable general operating permits applicable to the Ohio Well Pads issued by the Ohio Environmental Protection Agency known as General Permit 12 ("GP 12"), General Permit 12.1 ("GP 12.1"), and General Permit 12.2 ("GP 12.2"). Specifically, these violations (the "Alleged Violations") consist of the following:

(1) failure to comply with the cover requirements on its storage vessel affected facilities at 43 Ohio Well Pads listed in Appendix A in violation of NSPS Subparts OOOO and/or OOOOa, 40 C.F.R. §§ 60.5411(b), 60.5411a(b), and GP 12.1 Condition C.7.c)(2) and/or GP 12.2 Condition C.7.c)(2);

(2) failure to design and operate the closed vent systems at its storage vessel affected facilities with no detectable emissions, as determined using olfactory, visual, and auditory inspections at 43 Ohio Well Pads listed in Appendix A in violation of NSPS Subparts OOOO and/or OOOOa, 40 C.F.R. §§ 60.5411(c)(1) and (2), 60.5411a(c)(1) and (2), and GP 12.1 Condition C.7.c)(2) and/or GP 12.2 Condition C.7.c)(2);

(3) failure to maintain and operate storage vessels at 43 Ohio Well Pads listed in Appendix A, including associated air pollution control equipment, in a manner consistent with good air pollution control practice for minimizing emissions at all times, including periods of startup, shutdown, and malfunction, in violation of NSPS Subparts OOOO and/or OOOOa, 40 C.F.R. §§ 60.5370(b), 60.5370a(b);

(4) failure to demonstrate initial compliance with one or more of the NSPS Subparts OOOO and/or OOOOa requirements for its storage vessels at 43 Ohio Well Pads listed in Appendix A by the dates such demonstration was due, in violation of NSPS Subparts OOOO and/or OOOOa, 40 C.F.R. §§ 60.5410(h), 60.5410a(h);

(5) failure to repair leaks in ancillary equipment by the required deadlines at 42 Ohio Well Pads listed in Appendix A in violation of GP 12, GP 12.1 and/or GP 12.2;

(6) failure to use an analyzer to detect equipment leaks at 129 Ohio Well Pads in accordance with the instrument manufacturer's operation and maintenance instructions and U.S. EPA Method 21, 40 C.F.R. Part 60, Appendix A in violation of GP 12, Condition C.5.d)(1); and

(7) failure to perform initial and annual inspections and monitoring of equipment, including storage tank components, to determine if leaks exist at 129 Ohio Well Pads listed in Appendix A in violation of GP 12, Condition C.5.d)(1).

WHEREAS, the United States alleges that these violations resulted in the excess emissions of volatile organic compounds ("VOCs") and other pollutants.

WHEREAS, the Debtors included the following on their Schedules filed in these cases: (i) Schedule No. 233037490 (Chesapeake Energy Corporation); and (ii) Schedule No. 239455990 (Chesapeake Exploration, L.L.C.) (collectively, the "Subject Claims"). The Subject Claims were identified as being contingent, unliquidated, and disputed, and the scheduled amounts were undetermined.

WHEREAS, the United States alleges that pursuant to Section 113(b) of the CAA, as amended by Federal Civil Penalties Inflation Adjustment Act of 1990, and the Debt Collection Improvement Act, Chesapeake is liable for injunctive relief and civil penalties for the Alleged Violations up to $37,500 per day per violation for violations of the CAA that occurred between January 12, 2009 and November 2, 2015, and up to $101,439 per day per violation for violations that occurred after November 3, 2015 if the penalty is assessed on or after January 13, 2020. *See* 42 U.S.C. § 7413(b); 28 U.S.C. § 2461; 31 U.S.C. § 3701; 40 C.F.R. § 19.4; 84 Fed. Reg. 1751 (Jan. 13, 2020).

WHEREAS, in light of the number of violations, many of which continued for a period of years, the United States estimates that the statutory maximum penalty for the Alleged Violations is billions of dollars. Section 113(e) of the CAA, 42 U.S.C. § 7413(e), sets forth factors a Court should consider in determining the penalty amount, including the seriousness of the violations, duration of the violations, economic benefit gained from non-compliance, size of the business and economic impact on the violator, and good faith efforts of the violator to comply with the CAA. After assessing these factors, the United States believes that an appropriate penalty for the Alleged Violations set forth above could exceed $25 million and that it is entitled to injunctive relief in the form of an order requiring Chesapeake to undertake measures to mitigate the excess tons of VOCs that Chesapeake emitted as a result of the Alleged Violations.

WHEREAS, Chesapeake does not admit any liability for the Alleged Violations.

WHEREAS, Chesapeake alleges it has defenses to the Alleged Violations and would dispute the amount of the penalties sought by the United States on behalf of EPA but recognizes that defending against these allegations would be resource and time intensive.

WHEREAS, the Parties wish to resolve their disagreements and have negotiated this Settlement Agreement to provide for resolution of Chesapeake's civil liability for penalties and injunctive relief for the Alleged Violations as provided herein.

WHEREAS pursuant to and in accordance with this Settlement Agreement, the Parties agree to a final resolution and full satisfaction of all liabilities of the Debtors with respect to civil penalties and injunctive relief for the Alleged Violations.

WHEREAS, the United States, on behalf of the EPA, has agreed to this Settlement Agreement based on the unique facts and circumstances present in the Debtors' chapter 11 cases (the "Chapter 11 Cases") and nothing in this Settlement Agreement shall be treated as having any precedential value in any other non-bankruptcy or bankruptcy matter (outside of the Chapter 11 Cases) with different facts and circumstances.

WHEREAS, this Settlement Agreement shall be effective upon its approval by the Bankruptcy Court pursuant to Bankruptcy Rule 9019 after an opportunity for public comment as provided by Section VI below.

WHEREAS, this Settlement Agreement is fair and reasonable and in the public interest, and is an appropriate means of resolving Debtors' civil liability for the Alleged Violations.

NOW, THEREFORE, without any adjudication on any issue of fact or law, and upon the consent and agreement of the Parties by their attorneys and authorized officials, it is hereby agreed as follows:

II. INCORPORATION OF RECITALS

1. The recitals set forth above are incorporated herein by reference.

III. JURISDICTION AND PARTIES BOUND

2. The Bankruptcy Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334, and 42 U.S.C. § 7313(b). The Parties each consent to the Bankruptcy Court's authority to enter any final order, judgment or decree authorizing and approving this Settlement Agreement.

3. This Settlement Agreement applies to, is binding upon, shall inure to the benefit of, and shall, as applicable, be enforceable by the signatories hereto, their legal successors and assigns, the Debtors, and the reorganized Debtors (the "Reorganized Debtors").

IV. CIVIL PENALTY

4. To facilitate the compromise contained in this Settlement Agreement, the Debtors shall pay to the United States, on behalf of the EPA, a cash-out civil penalty of $1.2 million ($1,200,000) in full and without reduction from the Debtor's estate in satisfaction of its liability to the United States for civil penalties and injunctive relief arising from the Alleged Violations.

5. The Debtors shall pay the civil penalty of $1.2 million to the United States on the later of (a) the effective date of the Debtors' plan of reorganization (as may be amended, modified, or supplemented from time to time, the "Plan") or (b) 20 days after entry of the Approval Order (as defined herein). The civil penalty to the United States shall be paid by Electronic Funds Transfer ("EFT") to the United States Department of Justice, in accordance with current EFT procedures and reference DOJ Case Number 90-5-2-1- and the civil action case name and case number of this action. The costs of such EFT shall be the Debtors' responsibility. Payment shall be made in accordance with timely instructions provided to the following representative of the Debtors by the Financial Litigation Unit of the U.S. Attorney's Office for the Bankruptcy Court of the Southern District of Texas which instructions shall include a Consolidated Debt Collection System ("CDCS") number, which the Debtors shall use to identify

all distributions on account of the Subject Claims for the Alleged Violations made in accordance with this Settlement Agreement.

Representative of Debtors:

Miles Tolbert
Associate General Counsel
P.O. Box 18496
Oklahoma City, OK
Phone: (404) 935-8141
E-Mail: miles.tolbert@chk.com

The Debtors may change the individual to receive payment instructions on its behalf by providing written notice of such change to the United States and EPA in accordance with Section VII below.

6. At the time of the distribution required by Paragraphs 4-5 above, the Debtors shall send notice that payment has been made to the following: (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; and (ii) to DOJ via email or regular mail in accordance with Section VII below. Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree and Settlement Agreement in *In re Chesapeake Energy Corporation*, and shall reference the civil action number, CDCS number and DOJ case number 90-5-2-1-11724.

V. COVENANT NOT TO SUE

7. Except as provided in Paragraph 9 below, and in consideration of the payment to be made pursuant to Paragraph 4 above, the United States on behalf of EPA covenants not to file a civil action or take administrative action against Chesapeake or any of the Debtors for the Alleged Violations. This covenant not to file a civil action or to take administrative action shall take effect upon United States' receipt of the payment required by Paragraph 4 above.

8. Nothing in this Settlement Agreement shall be deemed to limit the authority of the United States to take any action under the CAA, 42 U.S.C. § 7401 *et seq*., or any other applicable statute or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the United States pursuant to such authority; *provided*, *however*, that nothing in this Paragraph 8 affects the covenant set forth in Paragraph 7 of this Settlement Agreement.

9. The covenant set forth in Paragraph 7 above does not pertain to any matters other than those expressly specified therein. Notwithstanding anything to contrary herein, the United States specifically reserves, and this Settlement Agreement is without prejudice to the following: (i) any action to enforce any term of this Settlement Agreement; (ii) liability for civil penalties and injunctive relief for the Debtors' or the Reorganized Debtors' violations that occurred after the date that Debtors execute this Settlement Agreement; (iii) claims for violations other than the Alleged Violations; (iv) recovery of response costs incurred and to be incurred by the United States under the Comprehensive Environmental Response, Compensation and Liability Act , 42 U.S.C. §§ 9601-9675; and (v) any criminal liability.

10. This Settlement Agreement shall not be construed to create rights in, or grant any cause of action to, any third party not Party to this Settlement Agreement other than as explicitly set forth herein.

11. This Settlement Agreement in no way impairs the scope and effect of any discharge or exculpation of the Debtors under Section 1141 of the Bankruptcy Code, the Plan, and/or Order confirming the Plan.

VI. PUBLIC PARTICIPATION AND COURT APPROVAL

12. The settlement reflected in this Settlement Agreement shall be subject to approval by the Bankruptcy Court pursuant to Federal Rule of Bankruptcy Procedure 9019.

13. Within twenty (20) business days of this Settlement Agreement being fully executed, Chesapeake shall file a motion seeking Bankruptcy Court approval of entry by Debtors into this Settlement Agreement (the "Approval Motion") and serve notice of the Approval Motion on all parties entitled to receive notice in the case pursuant to Federal Rule of Bankruptcy Procedure 2002 (the "Notice Parties"). Attached to the Approval Motion shall be the following: (i) a copy of this Settlement Agreement; and (ii) a proposed order approving this Settlement Agreement substantially in the form attached hereto as Exhibit A (the "Approval Order").

14. Upon the filing of the Approval Motion, this Settlement Agreement shall be subject to a thirty (30) day period of public comment following publication of notice of the Settlement Agreement in the *Federal Register*. The United States reserves the right to withdraw or withhold its consent to this Settlement Agreement prior to approval of the Settlement Agreement by the Bankruptcy Court if the public comments regarding the Settlement Agreement disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

15. After the public comment period set forth in Paragraph 14 above has expired, the United States shall advise the Court as to whether it withdraws its consent to the Settlement Agreement pursuant to Paragraph 14 above, or joins in the Approval Motion filed by Chesapeake. If the United States joins in the Approval Motion, it shall file with the Bankruptcy Court copies of all comments received on the Settlement Agreement and state why the Settlement Agreement is fair, reasonable and in the public interest notwithstanding comments received.

16. Within ten (10) calendar days of the United States joining the Approval Motion, Chesapeake shall provide the Notice Parties with at least twenty-one (21) days' notice of the initial hearing on the Approval Motion (the "Approval Hearing"). Except as otherwise agreed in writing by both Chesapeake and the United States, any objections or responses to the Approval Motion shall be filed and served so as to be received by Chesapeake and the United States at least seven (7) calendar days prior to the date of the Approval Hearing.

17. This Settlement Agreement shall be deemed approved when: (i) the Bankruptcy Court enters the Approval Order and (ii) the Approval Order becomes a Final Order, unless such requirement is waived in writing signed by all of the Parties or their successors in interest. For purposes of this Settlement Agreement, a "Final Order" means an order, the implementation, operation, or effect of which is not stayed as to which order (or any revision, modification, or amendment thereof) the time to appeal or seek review, rehearing, or petition for writ of certiorari has expired (excepting under Federal Rule of Bankruptcy Procedure 9024 or Federal Rule of Civil Procedure 60(b)) and as to which no appeal or petition for review, reconsideration, rehearing, or certiorari is pending.

18. If for any reason: (i) the United States' consent to this Settlement Agreement is withdrawn as provided in Paragraph 14 above, (ii) the Bankruptcy Court does not approve this Settlement Agreement pursuant to Paragraph 17 above; (iii) the Bankruptcy Cases are dismissed or converted to cases under Chapter 7 of the Bankruptcy Code prior to the effective date of a Plan; or (iv) a Plan is not confirmed by the Bankruptcy Court, then: (i) this Settlement Agreement shall be null and void, and the Parties hereto shall not be bound under the Settlement Agreement or under any documents executed in connection herewith; (ii) the Parties shall have no liability to one another arising out of or in connection with this Settlement Agreement or

under any documents executed in connection herewith; (iii) this Settlement Agreement and any documents prepared in connection herewith shall have no residual or probative effect or value; and (iv) insofar as is possible, the Parties shall be restored to their respective positions when this Settlement Agreement was executed and without prejudice to any claim or defense then available to any Party.

19. Any proof of claim filed by the United States on behalf of the EPA relating to the violations referenced herein shall be deemed satisfied in full in accordance with the terms of this Settlement Agreement. Moreover, the approval of this Settlement Agreement by the Court, together with any proof of claim filed, shall be deemed to satisfy any requirement for the United States on behalf of the EPA to file in the Chapter 11 Cases any claim, request, or demand for the distributions and payments provided for herein. No further proof of claim or other request or demand by the United States on behalf of the EPA for the violations referenced herein shall be required. Any and all claims, requests, or demands deemed to be filed pursuant to this Paragraph 19 shall also be deemed satisfied in full in accordance with the terms of this Settlement Agreement.

VII. NOTICES

20. Except as otherwise provided in this Settlement Agreement, any and all statements, communications, or notices to be provided pursuant to this Settlement Agreement shall be in writing and sent by email, overnight courier, facsimile, or first-class mail, postage prepaid. Such notices shall be sent to the individuals noted below, or to such other individuals as such Party may designate in writing from time to time:

For the United States,
on behalf of the EPA:

Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

	eescdcopy.enrd@usdoj.gov Re: DJ # 90-5-2-1-11724
For EPA:	Compliance Tracker Air Enforcement and Compliance Assurance Branch U.S. Environmental Protection Agency - Region 5 77 West Jackson Blvd. AE-18J Chicago, Illinois 60604-3590 (and by email at) r5ardreporting@epa.gov
For Chesapeake:	Miles Tolbert Associate General Counsel P.O. Box 18496 Oklahoma City, OK Phone: (404) 935-8141 E-Mail: miles.tolbert@chk.com

VIII. RETENTION OF JURISDICTION

21. For the purposes of enabling any of the Parties to apply at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or interpretation of this Settlement Agreement or to effectuate or enforce compliance with its terms, (i) the Parties consent to the authority of the Bankruptcy Court to enter final orders, judgments and decrees with respect to such matters; and (ii) the Bankruptcy Court shall retain jurisdiction over the subject matter of this Settlement Agreement and the Parties hereto for the duration of the performance of the terms and provisions of this Settlement Agreement.

IX. SETTLEMENT AGREEMENT EFFECTIVE DATE

22. Following the public comment process provided for in Paragraph 14 above, this Settlement Agreement shall be effective upon its approval by the Bankruptcy Court pursuant to Paragraph 17 above.

X. AMENDMENTS/INTEGRATION AND COUNTERPARTS

23. This Settlement Agreement constitutes the sole and complete agreement between the Parties hereto with respect to the matters addressed herein.

24. Except as otherwise provided in this Settlement Agreement with respect to the waiver by the Parties of the requirement of a Final Order, no amendment or waiver of any provision of this Settlement Agreement shall be effective unless it is in writing and signed by the Parties and approved by the Bankruptcy Court.

25. This Settlement Agreement may be executed in counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

26. Each person who executes this Settlement Agreement represents that such person has the full authority to sign as indicated and has full authority to bind such Party or Parties to the terms and conditions of this Settlement Agreement, subject to the requirement for Bankruptcy Court approval. By entering into this Settlement Agreement, Chesapeake does not admit any liability, including any liability for any Debtor, and does not admit the truth of any fact or allegation asserted by any Party, entity or creditor in any case or proceeding. Nor does the United States, on behalf of EPA, admit liability or the truth of any fact or allegation asserted by the Debtors with respect to the Alleged Violations.

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT *In re: Chesapeake Energy Corporation*

FOR THE UNITED STATES OF AMERICA:

Date: January 5, 2021

/s/ Jonathan D. Brightbill
JONATHAN D. BRIGHTBILL
Principal Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

/s/ Elizabeth L. Loeb
ELIZABETH L. LOEB
Senior Attorney
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
Tel. No.: (202) 616-8916
E-mail: elizabeth.loeb@usdoj.gov

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

Date: 12/17/2020

T. Leverett Nelson Digitally signed by T. Leverett Nelson Date: 2020.12.17 13:56:37 -06'00'

T. LEVERETT NELSON
EPA Region 5, Regional Counsel
77 West Jackson Boulevard
Mail Cod C-14J
Chicago, IL 60604-3507
(312) 886-6666
nelson.leverett@epa.gov

FOR CHESAPEAKE ENERGY CORPORATION, CHESAPEAKE EXPLORATION L.L.C., and CHESAPEAKE APPALACHIA, L.L.C.:

Date: 12/01/2020

RICH SNYDER
Vice President, North Region
6100 N Western Avenue
Oklahoma City, OK 73118
(405) 935-8188
rich.snyder@chk.com

APPENDIX A

Attachment A

Well Pad	Location	Subpart OOOO or OOOOa	General Permit Type	Permit Number	Permit Effective and End Dates	Permitee/Operator	Date CELP Operation Ceased	Count 1: Failure to Comply with Storage Vessel Cover Requirements	Count 2: Failure to Design and Operate Storage Vessels with No Detectible Emissions	Count 3: Failure to Maintain and Operate Storage Vessels in a Mannar Consistent with Good Air Pollution Control Practices	Count 4: Failure to Demonstrate Initial Compliance By Required Date	Count 5: Failure to Repair Leaking Component within Time Frame Required by Applicable General Permit	Count 6: Failure to Calibrate Method 21 Analyzer	Count 7: Failure to Monitor Tank Components	
Addy 9-12-6 Pad	Scio, OH 44644 Harrison County	OOOO	12, 12.1	P0112497/P0124271	GP 12: 1/18/2013-4/16/18; GP 12.1: after 4/17/2018	CELP	5/23/2019	1	1	1	1	1	1	1	
ALBANESO 24-14-4 PAD	Salineville, OH 43945 Columbiana County	OOOO	**12**	P0112824	2/5/2013	**CELP**	5/23/2019						**1**	1	
Altenhof 10-15-4 Pad	Hanover Twp., OH 44625 Butler County	OOOO	12, 12.1	P0115054/P0117367	GP 12: 7/12/2013 - 8/4/2014 GP 12.1: after 8/5/2014	CELP	5/23/2019	1	1	1	1				
ANDERSON 31-12-4 PAD	Kilgore, OH 44615 Carroll County	OOOO	**12**	P0114382	5/10/2013	**CELP**	5/23/2019						**1**	1	
ANDRULIS 29-14-3 PAD	Lisbon, OH 44432 Columbiana County	OOOO	**12**	P0113376	3/12/2013	**CELP**	5/23/2019						**1**	1	
APPALACHIAN 16-12-5 PAD	Kilgore, OH 44615 Carroll County	OOOO	**12**	P0114855	6/14/2013	**CELP**	5/23/2019						**1**	1	
AYRVIEW ACRES 27-16-5 PAD	East Rodchester, OH 44625 Columbiana County	OOOO	**12**	P0110867	8/29/2012	**CELP**	5/23/2019						**1**	1	
BAILEY 35-12-4 PAD	Carrollton, OH 44615 Carroll County	OOOO	**12**	P0110560	8/6/2012	**CELP**	5/23/2019						**1**	**1**	
BAINTER 25-15-5 PAD	Augusta Twp., OH 44607 Carrol County	OOOO	**12**	P0115203	8/7/2013	**CELP**	5/23/2019						**1**	1	
BARBARA 5-12-5 PAD	Kilgore, OH 44615 Carroll County	OOOO	**12**	P0114584	5/22/2013	**CELP**	5/23/2019						**1**	1	
Barnhart 36-12-5 Pad	Kilgore, OH 43903 Carroll County	OOOOa	12.1	P0119734	10/27/2015	CELP	5/23/2019	1	1	1	1	1			
Bauer 14-14-6 Pad	Carrollton, OH 44615 Carroll County	OOOO	12.1	P0117170	6/26/2014	CELP	5/23/2019	1	1	1	1	1			
BEADNELL 12-13-4 PAD	Mechanicstown, OH 44651 Carroll County	OOOO	**12**	P0116326	2/20/2014	**CELP**	5/23/2019						**1**	1	
BEADNELL A 21-13-4 PAD	Mechanicstown, OH 44651 Carroll County	OOOO	**12**	P0115758	11/14/2013	**CELP**	5/23/2019						**1**	1	
BOLANZ 19-15-5 PAD	Augusta Twp., OH 44607 Carrol County	OOOO	**12**	P0114585	6/25/2013	**CELP**	5/23/2019						**1**	1	
BOOTH 23-11-4 PAD	Amsterdam, OH 43903 Jefferson County	OOOO	**12**	P0114223	5/9/2013	**CELP**	5/23/2019						**1**	1	

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Bowerston 21-13-6 Pad	Bowerston, OH 44695 Harrison County	OOOOa	12.1	P0121460	9/7/2016	CELP	5/23/2019	1	1	1	1	1			
BOWLING 23-16-6 PAD	Malvern, OH 44644 Carroll County	OOOO	**12**	P0112066	12/7/2012	**CELP**	5/23/2019						**1**	1	
BRICELAND TRUST 24-14-4 PAD	Summitville, OH 43962 Columbiana County	OOOO	**12**	P0115914	12/10/2013	**CELP**	5/23/2019						**1**	1	
BROWN 36-11-3 PAD	Bergholtz, OH 43908 Jefferson County	OOOO	**12**	P0111317	10/19/2012	**CELP**	5/23/2019						**1**	1	
Brunk 32-13-5 Pad	Carrollton, OH 44615 Carroll County	OOOO	12, 12.1	P0113442/P0124166	GP 12: 3/20/2013-3/26/2018 GP 12.1: after 3/27/2018	CELP	5/23/2019	1	1	1	1	1	1	1	
Bryan Shaw 21-13-5 Pad	Harlem Springs, OH 43903 Carroll County	OOOO	12.1	P0116934	5/27/2014	CELP	5/23/2019					1			
Bucey 21-14-4 Pad	Augusta Twp., OH 44427 Carroll County	OOOO	12	P0110598	8/7/2012	CELP	5/23/2019					1	1	1	
BUCK 24-15-5 PAD	Augusta Twp., OH 44615 Carrol County	OOOO	**12**	P0115105	7/18/2013	**CELP**	5/23/2019						**1**	1	
Buell (Kenneth Buell Pad) 10-11-5	Jewett, OH 43907 Harrison County	OOOO	12, 12.1	P0110120/P0124372	GP 12: 6/18/2012 - 5/2/2018 GP 12.1: after 5/3/2018	CELP	5/23/2019	1	1	1	1	1	1	1	
Burgett Pad 7-15-6	Carrollton, OH 44615 Carroll County	OOOO	12, 12.1	P0110597/P0124132	GP 12: 8/7/2012-3/7/2018 GP 12.1: after 3/8/2018	celp	5/23/2019					1	1	1	
Burry 20-14-4 Pad	Mechanicstown, OH 44651 Carroll County	OOOO	12	P0111897	11/13/2012	CELP	5/23/2019	1	1	1	1		1	1	
CAIN 16-12-4 PAD	Bergholtz, OH 43908 Jefferson County	OOOO	**12**	P0111321	10/19/2012	**CELP**	5/23/2019						**1**	1	
CHAMBERLAIN 2-11-2 PAD	Rogers, OH 44455 Columbiana County	OOOO	**12**	P0112543	1/17/2013	**CELP**	5/23/2019						**1**	1	
CIACCI 22-11-4 PAD	Amsterdam, OH 43903 Jefferson County	OOOO	**12**	P0115939	12/26/2013	**CELP**	5/23/2019						**1**	1	
COE 34-12-4 PAD	Harlam Springs, OH 44615 Carroll County	OOOO	**12**	P0112498	1/24/2013	**CELP**	5/23/2019						**1**	1	

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COLESCOTT 11-12-5 PAD	Kilgore, OH 44615 Carroll County	OOOO	**12**	P0114222	5/1/2013	**CELP**	5/23/2019						**1**	1	
Coniglio 7-14-4 Pad	Augusta Twp., OH 44607 Carroll County	OOOO	12	P0111320	10/2/2012	CELP	5/23/2019	1	1	1	1		1	1	
COOPER 8-13-5 PAD	Harlam Springs, OH 43903 Carroll County	OOOO	**12, 12.1**	P0115446 P0123942	GP 12: 9/25/2013 - 1/30/18 GP 12.1: after 1/31/18	**CELP**	5/23/2019						**1**	1	
CROSSER 20-14-3 PAD	Lisbon, OH 44432 Columbiana County	OOOO	**12**	P0115118	7/19/2013	**CELP**	5/23/2019						**1**	1	
CTF 32-13-4 PAD	Fox Twp., OH 44615 Carroll County	OOOO	**12**	P0115915	12/10/2013	**CELP**	5/23/2019						**1**	1	
CUMMINGS 17-14-6 PAD	Carrollton, OH 44615 Carroll County	OOOO	**12**	P0114224	5/2/2013	**CELP**	5/23/2019						**1**	1	
D&B Kibler 29-15-4 Pad	Hanoverton, OH 44423 Columbiana County	OOOO	12.1	P0117320	7/23/2014	CELP	5/23/2019	1	1	1	1				
Davis Farms 2-14-6 Pad	Carrollton, OH 44615 Carroll County	OOOO	12, 12.1	P0113483/P0124179	GP 12: 3/28/2013-3/26/2018 GP 12.1: after 3/27/2018	CELP	5/23/2019	1	1	1	1	1	1	1	
DAWSON 8-11-4 PAD	Hopedale, OH 43976 Harrison County	OOOO	**12**	P0112826	2/8/2013	**CELP**	5/23/2019						**1**	1	
Delmar 24-13-6 Pad	Leesville, OH 44639 Carroll County	OOOO	12, 12.2	P0114661/P0120076	GP 12: 5/23/2013 - 12/22/2015 GP 12.2: after 12/23/2015	CELP	5/23/2019	1	1	1	1	1	1	1	
Demis 12-12-6 Pad	Scio, OH 43988 Harrison County	OOOO	12.1	P0119042	7/2/2015	CELP	5/23/2019	1	1	1	1	1			
Dodson 28-11-5 Pad	Scio, OH 43988 Harrison County	OOOO	12, 12.1	P0114220/P0124181	GP 12: 5/9/2013-4/3/2018 GP 12.1: 12.1: after 4/4/2018	CELP	5/23/2019					1	1	1	
DYE 19-14-3 PAD	Hanoverton, OH 44423 Columbiana County	OOOO	**12**	P0115121	7/23/2013	**CELP**	5/23/2019						**1**	1	
Edie 17-13-6 Pad	Leesville, OH 44639 Carroll County	OOOO	12, 12.1	P0112067/P0121729	GP 12: 12/6/2012-10/11/2016 GP 12.1: after 10/12/2016	CELP	5/23/2019	1	1	1	1	1	1	1	
Ellie 19-14-6 Pad	Carrollton, OH 44615 Carroll County	OOOOa	12.2	P0121527	9/1/2016	CELP	5/23/2019	1	1	1	1	1			

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ELWOOD 32-12-4 PAD	Kilgore, OH 43903 Carroll County	OOOO	**12**	P0112509	1/18/2013	**CELP**	5/23/2019						**1**	1	
ENOLD 3-13-5 PAD	Harlam Springs, OH 43903 Carroll County	OOOO	**12**	P0114586	5/22/2013	**CELP**	5/23/2019						**1**	1	
EVANS 21-12-4 PAD	Harlam Springs, OH 44631 Carroll County	OOOO	**12**	P0115671	10/30/2013	**CELP**	5/23/2019						**1**	1	
Fligiel 29-12-5 Pad	Carrollton, OH 44615 Carroll County	OOOO	12, 12.1	P0113481/P0124104	GP 12: 4/5/2013 - 3/5/2018 GP 12.1 after 3/6/2018	CELP	5/23/2019					1	1	1	
Frank Zehentbauer 26-15-	Hanoverton, OH 44423 Columbiana County	OOOO	12	P0115759	11/14/2013	CELP	5/23/2019	1	1	1	1		1	1	
FRANKS UTICA PAD	Alliance OH 44601 Stark County	OOOO	**12**	P0110127	6/26/2012	**CELP**	5/23/2019						**1**	**1**	
Garner 29-13-5 Pad	Carrollton, OH 44615 Carroll County	OOOO	12.1	P0117724	10/2/2014	CELP	5/23/2019					1			
GARTRELL 23-13-6 PAD	Orange Twp., OH 44695 Carroll County	OOOO	**12**	P0113618	4/8/2013	**CELP**	5/23/2019						**1**	1	
GOTSHALL 14-12-5 PAD	Scio, OH 43986 Harrison County	OOOO	**12**	P0112507	1/18/2013	**CELP**	5/23/2019						**1**	1	
GRIBI 1-9-1 3H PAD	Mineral City, OH 44656 Tuscarawas County	OOOO	**12**	P0110850	9/19/2012	**CELP**	5/23/2019						**1**	1	
Griffeth 7-15-6 Pad	Carrollton, OH 44615 Carroll County	OOOOa	12.1	P0121528	9/1/2016	CELP	5/23/2019	1	1	1	1	1			
GRUBBS 6-11-2 PAD	Lisbon, OH 44432 Columbiana County	OOOO	**12**	P0112848	2/7/2013	**CELP**	5/23/2019						**1**	1	
Haley 8-14-4 Pad	Augusta Twp., OH 44625 Carroll County	OOOO	12	P0112617	1/24/2013	CELP	5/23/2019					1	1	1	
Hanover Farms 35-15-4 Pa	Hanoverton, OH 44423 Columbiana County	OOOO	12	P0112410	12/27/2012	CELP	5/23/2019					1	1	1	
Hartz 18-12-2	Leetonia, OH 44431 Columbiana County	OOOO	12	P0113377	3/12/2013	CELP	5/23/2019						1	1	
HARVEY 16-14-5 PAD	Carrollton, OH 44615 Carroll County	OOOO	**12**	P0110595	8/8/2012	**CELP**	5/23/2019						**1**	1	
Hawk 2-15-5 Pad	Augusta Twp., OH 44615 Carroll County	OOOO	12	P0113315	3/4/2013	CELP	5/23/2019	1	1	1	1		1	1	

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Well Pad	Location	Subpart OOOO or OOOOa	General Permit Type	Permit Number	Permit Effective and End Dates	Permitee/Operator	Date CELP Operation Ceased	Count 1: Failure to Comply with Storage Vessel Cover Requirements	Count 2: Failure to Design and Operate Storage Vessels with No Detectible Emissions	Count 3: Failure to Maintain and Operate Storage Vessels in a Mannar Consistent with Good Air Pollution Control Practices	Count 4: Failure to Demonstrate Initial Compliance By Required Date	Count 5: Failure to Repair Leaking Component within Time Frame Required by Applicable General Permit	Count 6: Failure to Calibrate Method 21 Analyzer	Count 7: Failure to Monitor Tank Components	
HD MCCLAIN 28-9-7 PAD	Salesville, OH 43778 Guernesy County	OOOO	**12**	P0116327	3/20/2014	**CELP**	5/23/2019						**1**	1	
Helen Halter 23-11-5 Pad	Scio, OH 43988 Harrison County	OOOO	12.1	P0118612	4/2/2015	CELP	5/23/2019	1	1	1	1				
HENCEROTH 36-15-4 PAD	Hanoverton, OH 44423 Columbiana County	OOOO	**12**	P0115441	9/19/2013	**CELP**	5/23/2019						**1**	1	
HENDERSON 25-16-5 PAD	Kensington, OH 44427 Columbiana County	OOOO	**12**	P0112069	11/28/2012	**CELP**	5/23/2019						**1**	1	
HENDERSON FAMILY TRUST 34-11-4 PAD	Kilgore, OH 43903 Carroll County	OOOO	**12**	P0112926	2/15/2013	**CELP**	5/23/2019						**1**	1	
HENDERSON SOUTH 10-12-6 PAD	Scio, OH 43986 Harrison County	OOOO	**12, 12.1**	P0112508 P0121687	GP 12: 1/18/2013 - 10/10/16 GP 12.1: after 10/11/16	**CELP**	5/23/2019						**1**	1	
Holmes 26-13-5 Pad	Harlem Springs, OH 43903 Carroll County	OOOO	12.2	P01173913	10/27/2014	CELP	5/23/2019	1	1	1	1	1			
HOUYOUSE 15-13-5 PAD	Carrollton, OH 44615 Carroll County	OOOO	**12, 12.1**	P0110562 P0123733	GP 12: 8/7/2012-11/28/2017 GP 12.2: After 11/29/2017	**CELP**	5/23/2019						**1**	1	
HRUBY FARMS 10-14-4 PAD	Hanoverton, OH 44423 Columbiana County	OOOO	**12**	P0114901	6/21/2013	**CELP**	5/23/2019						**1**	1	
Huffman Trust 36-16-4 Pad	Butler Twp., OH 44460 Montgomery County	OOOO	12.1	P0117456	8/14/2014	CELP	5/23/2019	1	1	1	1				
HUTCHISON 33-15-5 PAD	Augusta Twp., OH 44607 Carrol County	OOOO	**12**	P0115760	11/14/2013	**CELP**	5/23/2019						**1**	1	
Jan Paul Farms 17-15-4 Pad	East Rochester, OH 44625 Columbiana County	OOOO	12	P0112068	11/28/2012	CELP	5/23/2019					1	1	1	
Javersak 28-12-5 Pad	Kilgore, OH 43903 Carroll County	OOOO	12.1	P0116951	6/5/2014	CELP	5/23/2019	1	1	1	1	1			
JAVERSAK A 23-13-4 PAD	Mechanicstown, OH 44651 Carroll County	OOOO	**12**	P0115423	9/18/2013	**CELP**	5/23/2019						**1**	1	
JC ACRES 12-12-5 PAD	Kilgore, OH 44615 Carroll County	OOOO	**12**	P0115130	8/7/2013	**CELP**	5/23/2019						**1**	1	

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Well Pad	Location	Subpart OOOO or OOOOa	General Permit Type	Permit Number	Permit Effective and End Dates	Permitee/Operator	Date CELP Operation Ceased	Count 1: Failure to Comply with Storage Vessel Cover Requirements	Count 2: Failure to Design and Operate Storage Vessels with No Detectible Emissions	Count 3: Failure to Maintain and Operate Storage Vessels in a Mannar Consistent with Good Air Pollution Control Practices	Count 4: Failure to Demonstrate Initial Compliance By Required Date	Count 5: Failure to Repair Leaking Component within Time Frame Required by Applicable General Permit	Count 6: Failure to Calibrate Method 21 Analyzer	Count 7: Failure to Monitor Tank Components	
Jeffery 2-15-5 Pad	Augusta Twp., OH 44607 Carroll County	OOOO	12	P0114414	5/13/2013	CELP	5/23/2019	1	1	1	1		1	1	
JOHN ADAMS 30-12-4 PAD	Fox Twp., OH 44615 Carroll County	OOOO	**12**	P0114660	5/23/2013	**CELP**	5/23/2019						**1**	1	
JONES A 33-13-4 PAD	Mechanicstown, OH 44651 Carroll County	OOOO	**12**	P0115912	12/10/2013	**CELP**	5/23/2019						**1**	1	
Judy Brown 27-15-4 Pad	Hanoverton, OH 44423 Columbiana County	OOOO	12	P0116328	2/20/2014	CELP	5/23/2019	1	1	1	1		1	1	
Kennedy 14-13-5 Pad	Harlem Springs, OH 43903 Carroll County	OOOO	12.1	P0118856	5/11/2015	CELP	5/23/2019					1			
KIDD 21-12-6 PAD	Scio, OH 43988 Harrison County	OOOO	**12, 12.1**	P0115119 P0124105	GP 12: 7/29/2013 - 4/3/18 GP 12.1: after 4/4/18	**CELP**	5/23/2019						**1**	1	
Klodt 29-11-5 Pad	Scio, OH 43988 Harrison County	OOOO	12.1	P0119148	7/8/2015	CELP	5/23/2019	1	1	1	1				
KOHLER 1-13-5 PAD	Kilgore, OH 44615 Carroll County	OOOO	**12**	P0112886	2/11/2013	**CELP**	5/23/2019						**1**	1	
KOVACH 3-15-6 PAD	Carrollton, OH 44615 Carroll County	OOOO	**12**	P0112076	12/7/2012	**CELP**	5/23/2019						**1**	1	
KRICHBAUM 2-14-5 PAD	Carrollton, OH 44615 Carroll County	OOOO	**12**	P0112727	1/31/2013	**CELP**	5/23/2019						**1**	1	
KRUPRZAK 17-13-4 PAD	Mechanicstown, OH 44651 Carroll County	OOOO	**12**	P0113482	3/29/2013	**CELP**	5/23/2019						**1**	1	
Leggett 5-13-6 Pad	Orange Twp., OH 44695 Carroll County	OOOO	12.1	P0118693	4/2/2015	CELP	5/23/2019					1			
Leslie 9-14-4 Pad	Augusta Twp., OH 44651 Carroll County	OOOO	12.1	P0117931	10/27/2014	CELP	5/23/2019	1	1	1	1				
LONG 21-12-5 PAD	Scio, OH 43988 Harrison County	OOOO	**12**	P0114221	5/9/2013	**CELP**	5/23/2019						**1**	1	
Lozier 14-15-5 Pad	Augusta Twp., OH 44607 Carroll County	OOOO	12, 12.1	P0111896/P0124103	GP 12: 11/13/2012 - 3/5/2018 GP 12.1: after 3/6/2018	CELP	5/23/2019	1	1	1	1		1	1	
LUCAS 35-11-4 PAD	Kilgore, OH 44615 Carroll County	OOOO	**12**	P0113003	2/28/2013	**CELP**	5/23/2019						**1**	1	

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Well Pad	Location	Subpart OOOO or OOOOa	General Permit Type	Permit Number	Permit Effective and End Dates	Permitee/Operator	Date CELP Operation Ceased	Count 1: Failure to Comply with Storage Vessel Cover Requirements	Count 2: Failure to Design and Operate Storage Vessels with No Detectible Emissions	Count 3: Failure to Maintain and Operate Storage Vessels in a Mannar Consistent with Good Air Pollution Control Practices	Count 4: Failure to Demonstrate Initial Compliance By Required Date	Count 5: Failure to Repair Leaking Component within Time Frame Required by Applicable General Permit	Count 6: Failure to Calibrate Method 21 Analyzer	Count 7: Failure to Monitor Tank Components	
MANGUN 22-15-5 PAD	Carrollton, OH 44607 Carroll County	OOOO	**12**	P0110505	8/7/2012	**CELP**	5/23/2019						**1**	1	
MANGUS 3-15-3 PAD	Leetonia, OH 44431 Columbiana County	OOOO	**12**	P0115890	12/10/2013	**CELP**	5/23/2019						**1**	1	
Marsha 18-14-6 Pad	Carrollton, OH 44615 Carroll County	OOOO	12	P0114743	6/25/2013	CELP	5/23/2019	1	1	1	1	1	1	1	
Mattie 18-11-5 Pad	Jewett, OH 43986 Harrison County	OOOOa	12.1	P0120213	1/27/2016	CELP	5/23/2019	1	1	1	1	1			
McCoy 17-11-4 Pad	Amsterdam, OH 43903 Jefferson County	OOOO	12.1	P0118014	11/20/2014	CELP	5/23/2019					1			
MEISTER 11-13-4 PAD	Mechanicstown, OH 44651 Carroll County	OOOO	**12**	P0115913	12/10/2013	**CELP**	5/23/2019						**1**	1	
Mellinger 7-12-2 Pad	Leetonia, OH 44431 Columbiana County	OOOO	12	P0112510	1/10/2013	CELP	5/23/2019						1	1	
Mills 1-15-5 Pad	Augusta Twp., OH 44607 Carroll County	OOOO	12	P0114581	5/22/2013	CELP	5/23/2019	1	1	1	1		1	1	
MITCHELL 34-13-5 PAD	Carrollton, OH 44615 Carroll County	OOOO	**12, 12.1**	P0116570 P0123887	GP 12: 4/4/2014 - 1/28/18 GP 12.1: after 1/29/18	**CELP**	5/23/2019						**1**	1	
MOATS 31-15-4 PAD	Kensington, OH 44427 Columbiana County	OOOO	**12**	P0115937	12/20/2013	**CELP**	5/23/2019						**1**	1	
MORSHEISER 26-15-6 PAD	Dellroy, OH 44620 Carroll County	OOOO	**12, 12.1**	P0115889 P0123944	GP 12: 12/4/2013 - 1/30/18 GP 12.1: after 1/31/18	**CELP**	5/23/2019						**1**	1	
Mrugala 6-14-3 Pad	Lisbon, OH 44432 Columbiana County	OOOO	12	P0112544	1/17/2013	CELP	5/23/2019	1	1	1	1		1	1	
MUELLER 29-15-3 PAD	Butler Twp., OH 44493 Columbiana County	OOOO	**12**	P0115917	12/10/2013	**CELP**	5/23/2019						**1**	1	
NEIDER 10-14-5 PAD	Carrollton, OH 44615 Carroll County	OOOO	**12**	P0110596	8/8/2012	**CELP**	5/23/2019						**1**	1	
OTT 13-16-7 PAD	Carrollton, OH 44615 Carroll County	OOOO	**12**	P0115011	7/8/2013	**CELP**	5/23/2019						**1**	1	
Our Land Co 20-13-6 Pad	Bowerston, OH 44695 Harrison County	OOOOa	12.1	P0122139	3/8/2017	CELP	5/23/2019	1	1	1	1	1			

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Well Pad	Location	Subpart OOOO or OOOOa	General Permit Type	Permit Number	Permit Effective and End Dates	Permitee/Operator	Date CELP Operation Ceased	Count 1: Failure to Comply with Storage Vessel Cover Requirements	Count 2: Failure to Design and Operate Storage Vessels with No Detectible Emissions	Count 3: Failure to Maintain and Operate Storage Vessels in a Mannar Consistent with Good Air Pollution Control Practices	Count 4: Failure to Demonstrate Initial Compliance By Required Date	Count 5: Failure to Repair Leaking Component within Time Frame Required by Applicable General Permit	Count 6: Failure to Calibrate Method 21 Analyzer	Count 7: Failure to Monitor Tank Components	
P BROWN 9-13-5 PAD	Harlem Springs, OH 44631 Carroll County	OOOO	**12**	P0111316	10/5/2012	**CELP**	5/23/2019						**1**	1	
PALMER 1-13-5 PAD	Kilgore, OH 44615 Carroll County	OOOO	**12**	P0113617	4/8/2013	**CELP**	5/23/2019						**1**	1	
Pidgeon A 22-15-5 Pad	Augusta Twp., OH 44651 Carroll County	OOOO	12.1	P0117343	7/25/2014	CELP	5/23/2019	1	1	1	1				
Pitts 22-14-4 Pad	Summitville, OH 43962 Columbiana County	OOOO	12	P0115424	9/19/2013	CELP	5/23/2019					1	1	1	
Poinsettia 36-12-5 Pad	Kilgore, OH 44615 Carroll County	OOOO	12.1	P0117063	6/18/2014	CELP	5/23/2019					1			
Putnam 34-13-5 Pad	Carrollton, OH 44615 Carroll County	OOOO	12	P0114583	5/22/2013	CELP	5/23/2019					1	1	1	
R Alan 3-13-6 Pad	Scio, OH 43988 Harrison County	OOOO	12.1	P0119096	6/25/2015	CELP	5/23/2019	1	1	1	1				
Ray Haley	Leesville, OH 44639 Carroll County	OOOO	12, 12.1	P0114444/P0124035	GP 12: 5/14/2013-2/21/2018 GP 12.1: after 2/22/2018	CELP	5/23/2019	1	1	1	1		1	1	
REED 28-11-2 PAD	Lisbon, OH 44432 Columbiana County	OOOO	**12**	P0112827	2/5/2013	**CELP**	5/23/2019						**1**	1	
RENSI SOUTH 4-12-6 PAD	Scio, OH 43988 Harrison County	OOOO	**12, 12.1**	P0113614 P0123943	GP 12: 4/16/2013 - 2/15/18 GP 12.1: after 2/16/18)	**CELP**	5/23/2019						**1**	1	
RHDK UTICA PAD	Kimbolton, OH 43749 Guernsey County	OOOO	**12**	P0110351	7/23/2012	**CELP**	5/23/2019						**1**	**1**	
RIFFLE 21-15-3 PAD	Leetonia, OH 44431 Columbiana County	OOOO	**12**	P0112506	1/10/2013	**CELP**	5/23/2019						**1**	1	
Rogers 27-12-5 Pad	Scio, OH 43988 Harrison County	OOOO	12, 12.1	P0115422/P0123945	GP 12: 9/26/2013 - 2/15/2018 GP 12:1 after 2/16/2018	CELP	5/23/2019	1	1	1	1	1	1	1	
Roy D 31-15-3 Pad	Butler Twp., OH 44460 Columbiana County	OOOO	12	P0114582	5/23/2013	CELP	5/23/2019						1	1	
Rutledge 10-14-6 Pad	Carrollton, OH 44615 Carroll County	OOOO	12, 12.1	P0112500/P0124275	GP 12: 1/9/2013 - 5/1/2018 GP 12.1: after 5/2/2018	CELP	5/23/2019	1	1	1	1	1	1	1	

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Well Pad	Location	Subpart OOOO or OOOOa	General Permit Type	Permit Number	Permit Effective and End Dates	Permitee/Operator	Date CELP Operation Ceased	Count 1: Failure to Comply with Storage Vessel Cover Requirements	Count 2: Failure to Design and Operate Storage Vessels with No Detectible Emissions	Count 3: Failure to Maintain and Operate Storage Vessels in a Mannar Consistent with Good Air Pollution Control Practices	Count 4: Failure to Demonstrate Initial Compliance By Required Date	Count 5: Failure to Repair Leaking Component within Time Frame Required by Applicable General Permit	Count 6: Failure to Calibrate Method 21 Analyzer	Count 7: Failure to Monitor Tank Components	
S FARMS 32-14-4 PAD	Mechanicstown, OH 44651 Carroll County	OOOO	**12**	P0115111	7/19/2013	**CELP**	5/23/2019						**1**	1	
SANOR FARMS 23-17-5 PAD	North Georgetown, OH 44609 Columbiana County	OOOO	**12**	P0110849	8/29/2012	**CELP**	5/23/2019						**1**	1	
Sauers 8-14-6 Pad	Carrollton, OH 44615 Carroll County	OOOO	12.1	P0118848	5/11/2015	CELP	5/23/2019	1	1	1	1	1			
SCHMUCK 31-14-4 PAD	Mechanicstown, OH 43651 Carroll County	OOOO	**12**	P0114383	5/10/2013	**CELP**	5/23/2019						**1**	1	
Schmuck Farms 22-14-5 Pa	Carrollton, OH 44615 Carroll County	OOOO	12, 12.1	P0111319/P0124168	GP 12: 10/1/2012 - 3/26/2018 GP 12.1: after 3/27/2018	CELP	5/23/2019	1	1	1	1	1	1	1	
SCOTT 24-12-5 PAD	Kilgore, OH 44615 Carroll County	OOOO	**12, 12.1**	P0112511 P0124170	GP 12: 1/9/2013 - 3/27/18 GP 12.1: after 3/28/18	**CELP**	5/23/2019						**1**	1	
SHAW 20-14-5 PAD	Carrollton, OH 44615 Carroll County	OOOO	**12**	P0110506	8/7/2012	**CELP**	5/23/2019						**1**	1	
SHAW PROPERTIES 4-13-5 PAD	Harlem Springs, OH 43903 Carroll County	OOOO	**12**	P0115920 P0119241	12/26/2013	**CELP**	5/23/2019						**1**	1	
SLATES 16-12-5	Kilgore, OH 43903 Carroll County	OOOO	**12**	P0112541	1/16/2013	**CELP**	5/23/2019						**1**	1	
SMITH NURSERY 19-13-5 PAD	Kilgore, OH 43903 Carroll County	OOOO	**12, 12.1**	P0115887 P0124051	GP 12: 12/4/2013 - 2/21/18 GP 12:1: After 2/22/18	**CELP**	5/23/2019						**1**	1	
SNODDY 11-13-5 PAD	Carrollton, OH 44615 Carroll County	OOOO	**12**	P0110559	8/6/2012	**CELP**	5/23/2019						**1**	1	
Stanton 29-13-5 Pad	Carrollton, OH 44615 Carroll County	OOOO	12.1	P0116979	6/5/2014	CELP	5/23/2019	1	1	1	1	1			
STARKEY 36-13-4 PAD	Mechanicstown, OH 44651 Carroll County	OOOO	**12**	P0112925	2/19/2013	**CELP**	5/23/2019						**1**	1	
STEWART 12-11-5 PAD	Jewett, OH 43986 Harrison County	OOOO	**12**	P0115204	8/12/2013	**CELP**	5/23/2019						**1**	1	
SUMMITCREST 35-14-4 PAD	Summitville, OH 43962 Columbiana County	OOOO	**12, 12.1**	P0115938 P0121694	GP 12: 12/23/2013 - 10/4/16 GP 12.1: after 10/5/16	**CELP**	5/23/2019						**1**	1	

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Well Pad	Location	Subpart OOOO or OOOOa	General Permit Type	Permit Number	Permit Effective and End Dates	Permitee/Operator	Date CELP Operation Ceased	Count 1: Failure to Comply with Storage Vessel Cover Requirements	Count 2: Failure to Design and Operate Storage Vessels with No Detectible Emissions	Count 3: Failure to Maintain and Operate Storage Vessels in a Mannar Consistent with Good Air Pollution Control Practices	Count 4: Failure to Demonstrate Initial Compliance By Required Date	Count 5: Failure to Repair Leaking Component within Time Frame Required by Applicable General Permit	Count 6: Failure to Calibrate Method 21 Analyzer	Count 7: Failure to Monitor Tank Components	
SUNNYBROOK 25-12-4 PAD	Kilgore, OH 44615 Carroll County	OOOO	**12**	P0115012	7/8/2013	**CELP**	5/23/2019						**1**	1	
TANNER 24-12-4 PAD	Fox Twp., OH 44615 Carroll County	OOOO	**12**	P0111318	10/5/2012	**CELP**	5/23/2019						**1**	1	
Trebilcock 25-15-4	Hanover Twp., OH 44423 Columbiana County	OOOO	12	P0112409	12/27/2012	CELP	5/23/2019	1	1	1	1		1	1	
TUCKOSH 35-11-4 PAD	Kilgore, OH 44615 Carroll County	OOOO	**12**	P0111660	10/23/2012	**CELP**	5/23/2019						**1**	1	
VAHALIK 18-11-4 PAD	Amsterdam, OH 43903 Jefferson County	OOOO	**12**	P0111431	10/19/2012	**CELP**	5/23/2019						**1**	1	
Valdinger 12-12-6 Pad	Scio, OH 43988 Harrison County	OOOO	12.1	P0116654	5/1/2014	CELP	5/23/2019					1			
WAGNER 11-13-5 PAD	Carrollton, OH 44615 Carroll County	OOOO	**12**	P0112619	1/24/2013	**CELP**	5/23/2019						**1**	1	
WALKER 12-12-5 PAD	Kilgore, OH 43988 Carroll County	OOOO	**12**	P0113616	4/8/2013	**CELP**	5/23/2019						**1**	1	
Walters 30-12-5 Pad	Kilgore, OH 44615 Carroll County	OOOO	12, 12.1	P0111315/P0124167	GP 12: 10/5/2012 - 3/26/2018; GP 12.1: after 3/27/2018	CELP	5/23/2019					1	1	1	
Weaver 23-15-3 Pad	Leetonia, OH 44431 Columbiana County	OOOO	12	P0112543	1/17/2013	CELP	5/23/2019						1	1	
WEST 4-15-5 PAD	East Rodchester, OH 44625 Carroll County	OOOO	**12, 12.1**	P0110504 P0124178	GP 12: 8/6/2012 - 3/27/18 GP 12.1: after 3/28/18	**CELP**	5/23/2019						**1**	1	
WHITACRE 26-17-7 PAD	Malvern, OH 44644 Carroll County	OOOO	**12**	P0111432	10/11/2012	**CELP**	5/23/2019						**1**	1	
WHITE 17-13-5 PAD	Carrollton, OH 44615 Carroll County	OOOO	**12, 12.1**	P0110561 P0124163	GP 12: 8/6/2012 - 3/26/18 GP 12.1: after 3/27/18)	**CELP**	5/23/2019						**1**	1	
William Denoon 17-12-6 P	Scio, OH 43988 Harrison County	OOOO	12.1	P0119735	11/4/2015	CELP	5/23/2019	1	1	1	1	1			
William Phillips 1-13-6 Pad	Scio, OH 43988 Harrison County	OOOO	12, 12.1	P0115461/P0123888	GP 12: 9/26/2013 - 1/22/2018 GP 12.1: after 1/23/2018	CELP	5/23/2019	1	1	1	1		1	1	
Williamson 12-10-3 Pad	Richmond, OH 43944 Jefferson County	OOOO	12.1	P0121125	7/28/2016	CELP	10/29/2018					1			
WOODLAND 26-12-4 PAD	Kilgore, OH 44615 Carroll County	OOOO	**12**	P0115462	10/7/2013	**CELP**	5/23/2019						**1**	1	

Attachment A

Well Pad	Location	Subpart OOOO or OOOOa	General Permit Type	Permit Number	Permit Effective and End Dates	Permitee/Operator	Date CELP Operation Ceased	Count 1: Failure to Comply with Storage Vessel Cover Requirements	Count 2: Failure to Design and Operate Storage Vessels with No Detectible Emissions	Count 3: Failure to Maintain and Operate Storage Vessels in a Mannar Consistent with Good Air Pollution Control Practices	Count 4: Failure to Demonstrate Initial Compliance By Required Date	Count 5: Failure to Repair Leaking Component within Time Frame Required by Applicable General Permit	Count 6: Failure to Calibrate Method 21 Analyzer	Count 7: Failure to Monitor Tank Components	
Wright 35-11-5 pad	Scio, OH 43988 Harrison County	OOOO	12.1	P0119147	7/8/2015	CELP	5/23/2019	1	1	1	1	1			
YOCKEY 18-9-7 PAD	Quaker City, OH 43773 Guernsey County	OOOO	**12, 12.1**	P0115916 P0124139	GP 12: 12/26/2013 - 4/24/18 GP 12.1: after 4/25/18	**CELP**	5/23/2019						**1**	1	
Yoder North 33-12-5 Pad	Scio, Ohio 43988 Harrison County	OOOO	12.1	P0116895	5/21/2014	CELP	5/23/2019	1	1	1	1	1			
Total Violations								**45**	**45**	**45**	**45**	**43**	**129**	**129**	**481**

EXHIBIT A

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

In re:	§	Chapter 11
CHESAPEAKE ENERGY CORPORATION, *et al.*,[6]	§	Case No. 20-33233 (DRJ)
Debtors.	§	(Jointly Administered)
	§	**Re: Docket No. __**

ORDER (I) AUTHORIZING AND APPROVING THE CONSENT DECREE AND ENVIRONMENTAL SETTLEMENT AGREEMENT BY AND AMONG THE DEBTORS AND THE UNITED STATES ON BEHALF OF THE ENVIRONMENTAL PROTECTION AGENCY, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[7] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) authorizing and approving the settlement by and among the Debtors and the EPA, and (b) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the

[6] 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.

[7] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as provided herein.

2. The Settlement Agreement is approved.

3. The Debtors hereby are authorized to take all actions necessary to implement the Settlement Agreement in accordance with the terms set forth in the Motion, including the payment to the United States of $1.2 million in cash on the later of (a) the effective date of the Plan; or (b) 20 days after entry of this Order.

4. All claims arising from the Alleged Environmental Obligations shall be deemed disallowed and expunged.

5. Upon the Debtors' entry into the Settlement Agreement, it shall be binding on them, their estates, all creditors and parties in interest, and on any trustee appointed in these cases.

6. Upon the occurrence of one of the events set forth in paragraph 18 of the Settlement Agreement, the terms of the Settlement Agreement will not be binding on the Debtors or the EPA.

7. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

9. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Houston, Texas
Dated: _____, 2020

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

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

In re:	§	Chapter 11
CHESAPEAKE ENERGY CORPORATION, *et al.*,[6]	§	Case No. 20-33233 (DRJ)
Debtors.	§	(Jointly Administered)
	§	**Re: Docket No. __**

ORDER (I) AUTHORIZING AND APPROVING THE CONSENT DECREE AND ENVIRONMENTAL SETTLEMENT AGREEMENT BY AND AMONG THE DEBTORS AND THE UNITED STATES ON BEHALF OF THE ENVIRONMENTAL PROTECTION AGENCY, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[7] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) authorizing and approving the settlement by and among the Debtors and the EPA, and (b) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the

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7. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

9. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Houston, Texas
Dated: _____, 2020

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE