

**Allegheny County  
Valerie McDonald Roberts  
Department of Real Estate  
Pittsburgh, PA 15219**

Instrument Number: 2010-24527

BK-DE VL-14377 PG-117

Recorded On: September 13, 2010 As-Deed Oil & Gas Lease

Parties: CHESAPEAKE APPALACHIA L L C

To STATOIL U S A ONSHORE PROPERTIES INC

# of Pages: 6

Comment: ASSIGNMENT - C&S MGMT INC

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Oil & Gas Lease	80.50
Pages > 4	1
Names > 4	0
<b>Total:</b>	<b>80.50</b>

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No		
NOT A DEED OF TRANSFER		EXEMPT
Value		0.00

Certified By-> S B
ON 09-10-2010 AT 09:47a
NOT A DEED OF TRANSFER

*I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA*

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

**File Information:**

**Record and Return To:**

Document Number: 2010-24527  
 Receipt Number: 1661304  
 Recorded Date/Time: September 13, 2010 11:04:07A  
 Book-Vol/Pg: BK-DE VL-14377 PG-117  
 User / Station: B McAdams - Cash Super 07

CHESAPEAKE OPERATING INC  
 PO BOX 18496  
 OKLAHOMA CITY OK 73154



**Valerie McDonald Roberts, Manager  
Dan Onorato, County Executive**

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STATE OF PENNSYLVANIA )  
 )§  
COUNTY OF ALLEGHENY )

L0557737

ASSIGNMENT

This Assignment, Bill of Sale and Conveyance (this "Assignment"), dated this 24th day of March, 2010, is made by CHESAPEAKE APPALACHIA, L.L.C., an Oklahoma limited liability company with a notice address of P. O. Box 18496, Oklahoma City, Oklahoma 73154 ("Assignor") in favor of STATOIL USA ONSHORE PROPERTIES INC., a Delaware corporation with a notice address of 2103 CityWest Boulevard, Suite 800, Houston, Texas 77042 ("Assignee").

Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Development Agreement, dated as of November 24, 2008 (the "Development Agreement"), between Assignor and Assignee. If there is a conflict between the terms of this Assignment and the terms of the Development Agreement, the terms of the Development Agreement shall control and nothing in this Assignment shall affect the rights and remedies of the Assignor and Assignee pursuant to the Development Agreement.

As used in this Assignment, Effective Time shall mean, with respect to each oil and gas lease described on the attached Exhibit "A", the date of such oil and gas lease or, if applicable, such later date on which such oil and gas lease or interest therein was acquired by Assignor.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee, an undivided thirty-two and one half percent (32.5%) interest (the "Conveyed Interest") of all of Assignor's right, title and interest in, to and under the following (the "Acquired Interests"), subject to the terms and reservations hereof:

- (a) all oil and gas leases, and other oil and gas interests, described on the attached Exhibit "A"

It is the intent of the Assignor to convey (and this Assignment hereby conveys) to Assignee the Conveyed Interest in the Acquired Interests from and after the Effective Time, subject to the terms and reservations hereof, regardless of the omission of any lease or leases, error in description, any incorrect or misspelled names or any transcribed or incorrect recording references, in each case, of the Acquired Interests.

TO HAVE AND TO HOLD all and singular such Conveyed Interest together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever, subject to the terms and conditions of the Development Agreement.

Assignor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular title to the Acquired Interests unto Assignee and Assignee's successors and assigns, against every Person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under-Assignor or its Affiliates, but not otherwise.

**EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE ASSIGNMENT AND THE DEVELOPMENT AGREEMENT, (I) EACH PARTY RECOGNIZES AND AGREES THAT ALL MATERIALS, DOCUMENTS, AND OTHER INFORMATION, MADE AVAILABLE TO IT AT ANY TIME IN CONNECTION WITH THE TRANSACTION COMTEMPLATED HEREBY ARE MADE AVAILABLE TO IT AS AN ACCOMMODATION, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY AND COMPLETENESS OF SUCH MATERIALS, DOCUMENTS AND OTHER INFORMATION: (II) EACH PARTY EXPRESSLY AGREES THAT ANY RELIANCE UPON OR CONCLUSIONS DRAWN THEREFROM SHALL BE AT SUCH**

**PARTY'S RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL NOT GIVE RISE TO ANY LIABILITY OF OR AGAINST THE OTHER PARTY; AND (III) EACH PARTY HEREBY WAIVES AND RELEASES ANY CLAIMS ARISING UNDER THIS ASSIGNMENT, COMMON LAW OR ANY STATUTE ARISING OUT OF ANY MATERIALS, DOCUMENTS OR INFORMATION PROVIDED TO SUCH PARTY. FURTHER, EACH PARTY HEREBY REPRESENTS THAT IT HAS THE RIGHT AND AUTHORITY TO DISCLOSE ALL INFORMATION DELIVERED BY SUCH PARTY TO THE OTHER PARTY HEREUNDER.**

In addition to this Assignment, Assignor shall execute, acknowledge, and deliver to Assignee, in a timely manner and without further consideration, any documents or instruments that Assignee may reasonably require, including, without limitation, further assignments or conveyances required by any state or federal authority, deeds and consents to further evidence the assignment and conveyance of the Conveyed Interest in the Acquired Interests by Assignor to Assignee.

Notwithstanding anything contained herein, this Assignment is made subject to the terms and provisions of that certain Heads of Agreement dated March 24<sup>th</sup>, 2010 by and between Assignor and Assignee.

This Assignment may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one assignment.

This Assignment shall bind and inure to the benefit of the Assignor and Assignee and their respective successors and assigns.

To facilitate recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits that describe the Conveyed Interest in the Acquired Interests located in that county. Assignor, on the one hand, and Assignee, on the other hand, have each retained a counterpart of this Assignment with the complete exhibits.

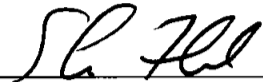
This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Texas, without regard to the principles of conflicts of laws, except to the extent that it is mandatory that the law of some other jurisdiction, wherein the Acquired Interests are located, shall apply.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

[SIGNATURE PAGE FOLLOWS]

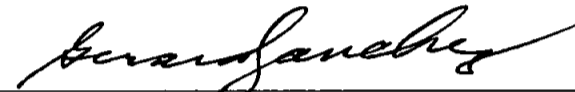
ASSIGNOR:

**CHESAPEAKE APPALACHIA, L.L.C.,**  
an Oklahoma limited liability company

By:   
Name: Shawn Fields  
Title: Vice President – A&D

ASSIGNEE:

**STATOIL USA ONSHORE PROPERTIES INC.,**  
a Delaware corporation

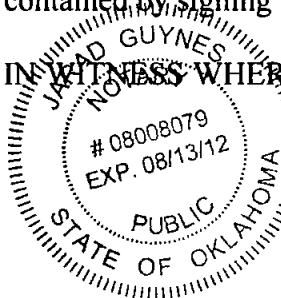
By:   
Name: GERARD SANCHEZ  
Title: Authorized Person

**CORPORATE ACKNOWLEDGMENT**

STATE OF OKLAHOMA )  
 ) §  
COUNTY OF OKLAHOMA )

On this, the 24th day of March, 2010, before me, the undersigned officer, personally appeared Shawn Fields, who acknowledged himself to be the Vice President – A&D of CHESAPEAKE APPALACHIA, L.L.C., an Oklahoma limited liability company, and that he as such Vice President – A&D, being authorized to do so, executed foregoing instrument for the purpose therein contained by signing the name of the company by himself as Vice President – A&D.

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

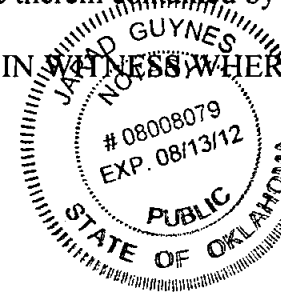


My Commission Expires: \_\_\_\_\_  
Signature/Notary Public: [Signature]  
Name/Notary Public (print): \_\_\_\_\_

STATE OF Oklahoma )  
 ) §  
COUNTY OF Oklahoma )

On this, the 25th day of March, 2010, before me, the undersigned officer, personally appeared GERARD SANCHEZ who acknowledged herself to be the Authorized Person of STATOIL USA ONSHORE PROPERTIES INC., a Delaware corporation, and that she as such Authorized Person, being authorized to do so, executed foregoing instrument for the purpose therein contained by signing the name of the company by himself as Authorized Person.

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



My Commission Expires: \_\_\_\_\_  
Signature/Notary Public: [Signature]  
Name/Notary Public (print): \_\_\_\_\_

Prepared by: Chesapeake Appalachia, L.L.C.,  
P.O. Box 18496  
Oklahoma City, OK 73154-0496

**EXHIBIT "A"**

Attached to and made a part of that certain Assignment and Conveyance between Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Inc.

Lease Number	Lessor	Lessee	Lease Date	Tax Parcel	Township	County	State	Book / Page	Entry
1-287413-000	C&S MANAGEMENT INC	CHESAPEAKE APPALACHIA LLC	10/5/2009	118-B-100; 118-K-83; 118-P-266; 118-P-267	RESERVE	ALLEGHENY	PA	14085 259	2009-28237

Record & Return to:  
Chesapeake Operating, Inc.  
P.O. Box 18199  
Oklahoma City, OK 73154