Instrument Number: 2009-30402  BK-DE VL-14105 PG-150

Recorded On: November 16, 2009  As-Deed Agreement

Parties: DALE PROPERTY SERVICES PENN L P
To: CHESAPEAKE APPALACHIA L L C

# of Pages: 8

Comment: ASGMNT OIL & GAS LEASE

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

Deed Agreement  71.00

Pages > 4  3
Names > 4  0

Total:  71.00

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:

Document Number: 2009-30402
Receipt Number: 1469234
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Record and Return To:

DALE PROPERTY SERVICES LP
4 GRANDVIEW CIRCLE
CANONSBURG PA 15317

Valerie McDonald Roberts, Manager
Dan Onorato, County Executive
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY
NOVEMBER 2, 2009

ASSIGNMENT OF OIL AND GAS LEASES

CONVEYANCE

Dale Property Services Penn, LP, a Texas Limited Partnership, successor in interest by conversion of Dale Property Services Penn, LLC (herein called "Grantor"), for Ten Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), subject to the exception and reservation set forth below, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER unto Chesapeake Appalachia, L.L.C., (herein called "Grantee"), whose address is 6100 N. Western Avenue, Oklahoma City, OK 73118, all of Grantor's right, title and interest in and to the oil and gas leases described in Exhibit A and B attached hereto and made a part hereof (the "Leases").

There is hereby SAVED AND EXCEPTED from this Conveyance, and reserved to Grantor, an overriding royalty on all oil, gas and associated hydrocarbons produced, saved and marketed from the lands covered by the Leases (the "ORRI"), as follows:

On Leases listed on Exhibit A:

There is hereby SAVED AND EXCEPTED from this Conveyance, and reserved to Grantor, an ORRI equal to 1.25% of 8/8ths.

On Leases listed on Exhibit B:

There is hereby SAVED AND EXCEPTED from this Conveyance, and reserved to Grantor, an ORRI equal to 0.75% of 8/8ths.

Except as provided herein to the contrary, the ORRI shall be paid or delivered to Grantor in the same manner, by the same method, at the same time, and under the same conditions as is provided in the Leases for the payment and delivery of royalty to the lessors under the applicable Lease.

The ORRI shall be free and clear of all cost, risk and expense of drilling for and production of oil, gas and associated hydrocarbons produced from the Leases, but shall bear its proportion of all off lease post production costs, severance, production, or any other taxes now or hereafter applicable thereto or affecting same, and shall be computed only after deducting its proportionate share of all oil, gas and associated hydrocarbons used for operations upon the lands covered by the Leases, or upon any unit comprising all or any portion of same.

In the event the Leases, or any one of them, cover less than One Hundred Percent (100%) of mineral estate in and to the lands covered by such Lease(s), then the ORRI, as to the lands in which such Lease(s) do not cover such One Hundred Percent (100%), shall be reduced to the proportion thereof which the mineral interest percentage covered by such Lease(s) in such lands bears to One Hundred Percent (100%).

In the event Grantor owns less than One Hundred Percent (100%) interest in the Leases, or in any one of them, then the ORRI shall be reduced to the proportion thereof which the interest in such Lease(s) owned by Grantor bears to One Hundred Percent (100%).

Grantee shall have the right, at its election, to pool the Leases, or any of them, with each other or with other leases or lands, in the manner and with the same effect as authorized under the terms of the Leases as now constituted or as hereafter amended or as may be hereafter authorized by the lessor thereof. If pooling occurs, the ORRI attributable to production from such pooled unit shall be in the proportion that the amount of acreage subject to the ORRI included in such pooled unit bears to the total amount of acreage in such pooled unit.
The ORRI shall apply to any new lease, renewal or extension of any of the Leases that may be acquired by Grantee, its successors or assigns, within one (1) year after the expiration of such Lease. For the purposes of this provision "extension" is defined as an amendment to any of the Leases extending the term of such Lease and "new lease" or "renewal" are defined as a new lease acquired by Grantee covering all or any portion of the same mineral rights and interests now covered by any of the Leases.

TO HAVE AND TO HOLD the Leases unto Grantee, and its successors and assigns, forever.

GRANTOR AGREES TO WARRANT AND FOREVER DEFEND TITLE TO THE LEASES UNTO GRANTEE AND ITS SUCCESSORS AND ASSIGNS, AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING, OR TO CLAIM THE SAME, OR ANY PART THEREOF BY, THROUGH OR UNDER GRANTOR, BUT NOT OTHERWISE. THE EXPRESS WARRANTY OF TITLE SET FORTH ABOVE IS EXCLUSIVE, AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND GRANTOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES.

By acceptance of this Conveyance, Grantee has agreed (i) to assume, and to timely pay and perform, all duties, obligations and liabilities relating to the ownership and/or operation of the Leases and (ii) to indemnify and hold Grantor, its affiliates, and its and their respective directors, officers, employees, attorneys, contractors and agents harmless from and against any and all claims, actions, causes of action, liabilities, damages, losses, costs or expenses (including, without limitation, court costs and attorneys' fees) of any kind or character arising out of or otherwise relating to the ownership and/or operation of the Leases. THE FOREGOING ASSUMPTIONS AND INDEMNIFICATIONS SHALL APPLY WHETHER OR NOT SUCH DUTIES, OBLIGATIONS OR LIABILITIES, OR SUCH CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS OR EXPENSES ARISE OUT OF (i) NEGLIGENCE (INCLUDING SOLE NEGLIGENCE, SINGLE NEGLIGENCE, CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE NEGLIGENCE, BUT EXPRESSLY NOT INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF GRANTOR OR ANY OTHER INDEMNIFIED PARTY, OR (ii) STRICT LIABILITY.

The terms and provisions of this Conveyance shall be binding on and inure to the benefit of Grantor and Grantee and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF this Conveyance is executed by the parties hereto on the dates of their respective acknowledgments, but made effective for all purposes as of the date of each Lease as set forth on Exhibit "A" or "B" or, if applicable, such later date on which such lease or interest therein was acquired by Assignor.

DALE PROPERTY SERVICES PENN, LP
By: DPS Penn GP, LLC, its general partner.

By: [Signature]
Name: BENNETT WOOD, JR
Title: PRESIDENT

CHESAPEAKE APPALACHIA, L.L.C.

By: [Signature]
Name: HENRY J. HOOD, SENIOR VICE PRESIDENT
Title: LAND AND LEGAL & GENERAL COUNSEL

Henry J. Hood, Senior Vice President –
Land and Legal & General Counsel
Chesapeake Operating, Inc., General Partner
Acknowledgments

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WASHINGTON

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13rd day of NOVEMBER, 2009, personally appeared Bennett Wood, Jr., as President of DPS Penn GP, LLC, general partner of Dale Property Services Penn, LP, a Texas Limited Partnership, as the act and deed of such limited liability company on behalf of said limited partnership, personally known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lucia D. Frohling, Notary Public
City of Canonsburg, Washington County
My Commission Expires April 09, 2013

(Stamp/Printed Name of Notary and Date Commission Expires)

Notary Public, Commonwealth of Pennsylvania

Lucia D. Frohling
Printed Name

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of NOVEMBER, 2009, personally appeared Henry Wood, as R.V.P. of Affordable, LLC, personally known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Tiffany Rhodes
Notary Public, State of Oklahoma

(Timestamp Printed Name of Notary and Date Commission Expires)