

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

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

**NOTICE OF THE SALE OF THE
DEBTORS' SOUTH MANSFIELD ASSETS FREE AND
CLEAR OF ANY AND ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS**

PLEASE TAKE NOTICE that on November 22, 2020, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Motion for Entry of an Order (I) Authorizing (A) the Assumption of Certain Williams Agreements, (B) Entry Into the Firm Sale Agreement, (C) the Private Sale of Certain Real Estate Assets Free and Clear of Liens, Claims, Encumbrances, and Interests, and (D) the Resolution of the Williams Indemnification Claims and (II) Granting Related Relief* [Docket No. 1892] (the “Sale Motion”),² authorizing the Debtors to, among other things, enter into the Sale Agreement between the Debtors and South Mansfield E&P, LLC (“Williams”) for the sale of all of the Debtors’ right, title, and interest in and to the South Mansfield Assets, free and clear of all liens, claims, encumbrances, leases, tenancies, and other interests.

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

PLEASE TAKE FURTHER NOTICE that the Debtors expect to seek approval of the Sale at the Sale Hearing, which is presently scheduled to commence on **December 15, at 12:00 p.m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard, before the Honorable David R. Jones in the United States Courthouse, 515 Rusk Street, Houston, Texas 77002.

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

² All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Sale Motion.

PLEASE TAKE FURTHER NOTICE that objections, if any, to a proposed Sale **must**: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Bankruptcy Local Rules; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court by **December 14, 2020 at 11:59 p.m. (prevailing Central Time)**.

PLEASE TAKE FURTHER NOTICE that, you may have an oil and gas interest, including, a royalty interest or working interest, which may provide for consent rights or a preferential purchase right with respect to certain of the South Mansfield Assets proposed to be sold pursuant to the Sale. **You must file a timely objection to the Sale to exercise any preferential purchase right or consent right. If you fail to file a timely objection, you will be deemed to have consented and/or deemed to have declined to exercise any preferential purchase right (if any) or consent right (if any) to the applicable Sale.** If you object to the Sale, including the sale of the South Mansfield Assets absent your consent or ability to exercise your preferential right, if any, objections to Sale **must**: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Bankruptcy Local Rules; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court by **December 14, 2020 at 11:59 p.m. (prevailing Central Time)**.

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO A SALE ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE SALE MOTION AND ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO SUCH SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE SELLING DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE SALE AGREEMENT(S).

NO SUCCESSOR OR TRANSFEREE LIABILITY

The Order is expected to provide, among other things, that Williams will have no responsibility for, and the assets will be sold free and clear of, any successor liability, including the following:

To the greatest extent allowable by applicable law, Williams shall not be deemed, as a result of any action taken in connection with the Sale Agreement, the consummation of the Sale, or the transfer or operation of the assets, to (a) be a legal successor, or otherwise be deemed a successor to the Debtors (other than with respect to any obligations as an assignee under the Assigned Contracts arising after the Effective Date); (b) have, de facto or otherwise, merged with or into the Debtors; or (c) be an alter ego or mere continuation or substantial continuation of the Debtors, in the case of each of (a), (b), and (c), including, without limitation, within the meaning of any foreign, federal, state or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the WARN Act (29 U.S.C. §§ 2101 et seq.), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act (29 U.S.C. § 151, et seq.), environmental liabilities, debts, claims or obligations, any liabilities, debts or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor, employment, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine. All rights of any party to set off any claims, debts or obligations owed by or to Williams in connection with the assets shall be extinguished on the Effective Date pursuant to the Order. Other than as expressly set forth in the Sale Agreement with respect to Assumed Obligations, Williams shall not have any responsibility for (a) any liability or other obligation of the Debtors or related to the assets or (b) any claims (as such term is defined by section 101(5) of the Bankruptcy Code) against the Debtors or any of their predecessors or affiliates. To the greatest extent allowed by applicable law, Williams shall have no liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor or transferee liability, de facto merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Effective Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the assets prior to the Effective Date. Williams would not have entered into the Sale Agreement but for the foregoing protections against potential claims based upon "successor liability" theories.

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion and Sale Agreement, as well as all related exhibits, are available: (a) free of charge upon request to Epiq Corporate Restructuring, LLC (the notice and claims agent retained in these chapter 11 cases) by (i) calling (855) 907-2082 (Toll Free) or +1 (503) 520-4448 (International) or (ii) visiting the Debtors' restructuring website at (<https://dm.epiq11.com/chesapeake>); or (b) for a fee via PACER by visiting (<http://www.txs.uscourts.gov>).

[Remainder of page intentionally left blank.]

Houston, Texas
November 23, 2020

/s/ Alexandra Schwarzman

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Alexandra Schwarzman (admitted *pro hac vice*)

Patrick J. Nash, Jr., P.C. (admitted *pro hac vice*)

Marc Kieselstein, P.C. (admitted *pro hac vice*)

300 North LaSalle Street

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Email: patrick.nash@kirkland.com

marc.kieselstein@kirkland.com

alexandra.schwarzman@kirkland.com

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

Certificate of Service

I certify that on November 23, 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/ Alexandra Schwarzman

Alexandra Schwarzman