AFFIDAVIT OF EFFORTS TO LEASE
AMERICAN ELECTRIC POWER SERVICE CORPORATION
A/K/A OHIO POWER COMPANY

STATE OF OHIO)
) SS
COUNTY OF CARROLL)

Tax Parcel # 11-0090013.000

Township of East

Section 19, Township 14N, Range 4W

The undersigned, being first duly sworn according to the law, makes this Affidavit and deposes and says that:

1. Affiant, Grant Parker, is employed by Chesapeake Energy Corporation ("Chesapeake") as a Landman. Affiant's job responsibilities include the acquisition of leases, and facilitation of same, in certain areas of Ohio, including Carroll County, Ohio. Affiant has personal knowledge of the matters set forth in this affidavit, and the following information is true to the best of Affiant's knowledge and belief.

2. The oil and gas interests in the above-referenced parcel of land are owned by American Electric Power Service Corporation a/k/a Ohio Power Company ("Mineral Owner"), and are currently unleased. Affiant has personal knowledge of the efforts by Chesapeake and independent contractors acquiring leases on behalf of Chesapeake to lease the above referenced parcel of land from Mineral Owner. Those efforts are described as follows.

3. On September 24, 2013, an employee of Chesapeake Energy attempted to contact the Mineral Owner via mail to the Mineral Owner's corporate headquarters address at 1 Riverside Plaza, Columbus, OH 43215.

4. On September 30, 2013, an employee of Chesapeake Energy received a voicemail from Russell Cowley on behalf of the Mineral Owner's real estate division. The employee then returned Mr. Cowley's telephone call and then left a voicemail with email contact information.

5. On October 2, 2013, an employee of Chesapeake Energy exchanged emails with Mr. Cowley, in which he requested information about the Subject Parcel. The employee responded by email with descriptive information about the Subject Parcel and inquired about what further information the Mineral Owner would need to move forward with an oil and gas lease.

   In an exchange of emails on the same date, Mr. Cowley made an offer and the Chesapeake employee made a counter offer for an oil and gas lease. No agreement was reached, and Mr. Cowley affirmed that the Mineral Owner was officially refusing the counter offer.

6. On January 28, 2014, an independent contractor of Chesapeake Energy attempted to contact the Mineral Owner by telephone, left a voicemail, and sent an email to Mr. Cowley to follow-up on prior negotiations.

7. On January 29, 2014 an independent contractor of Chesapeake Energy exchanged emails with Mr. Cowley, who responded to the follow-up email from January 28, 2013. Mr. Cowley stated an offer with terms different from those previously exchanged with Chesapeake and indicated that the terms were non-negotiable. The independent contractor updated Mr. Cowley as to the current prices and terms offered by Chesapeake, but no agreement was reached.

8. On March 3, 2014 an independent contractor of Chesapeake Energy contact Mr. Cowley via telephone and advised him that Chesapeake remained interested in an oil and gas lease for the Subject Parcel. Mr. Cowley refused the offer made by the independent contractor on the phone, and he stated that the terms of his previous offer had not changed and were still non-negotiable.

9. On March 21, 2014, an independent contractor of Chesapeake Energy attempted to make contact with Mr. Cowley via telephone, but no answer was received.

10. On March 26, 2014, an independent contractor of Chesapeake Energy attempted to make contact with Mr. Cowley or any authorized representative of the Mineral Owner via mail of a prepared oil and gas lease for the Mineral Owner to review and execute.

11. On April 14, 2014, an independent contractor of Chesapeake Energy confirmed that no response to the prepared oil and gas lease sent on March 26, 2014 had been received from the Mineral Owner by telephone, email, or postal mail.

Further Affiant sayeth naught.

Dated this 25th day of April, 2014.

Grant Parker, Affiant
Landman
Chesapeake Energy Corporation

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The foregoing instrument was sworn to before me, a Notary Public in and for the State of Oklahoma, and subscribed in my presence this 25th day of April, 2014, by Grant Parker, known to me or satisfactorily proven to be the Affiant in the foregoing instrument, who acknowledged the above statements to be true as Affiant verily believes.

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

My Commission Expires:
9-26-2014

Sheryl A. Coker
Notary Public

SHERYL A. COKER
Printed Name of Notary

(S E A L)

SHERYL A. COKER NOTARY # 06009180 EXP. 09/26/14 PUBLIC STATE OF OKLAHOMA

AFFIDAVIT OF EFFORTS TO LEASE
OHIO RIVER PIPE LINE LLC, A DELAWARE CORPORATION

STATE OF OHIO)
) SS
COUNTY OF CARROLL)

Tax Parcel # 11-0000014.000

Township of East

Section 19, Township 14N, Range 4W

The undersigned, being first duly sworn according to the law, makes this Affidavit and deposes and says that:

1. Affiant, Grant Parker, is employed by Chesapeake Energy Corporation ("Chesapeake") as a Landman. Affiant's job responsibilities include the acquisition of leases, and facilitation of same, in certain areas of Ohio, including Carroll County, Ohio. Affiant has personal knowledge of the matters set forth in this affidavit, and the following information is true to the best of Affiant's knowledge and belief.

2. The oil and gas interests in the above-referenced parcel of land are owned by Ohio River Pipe Line LLC, a Delaware Corporation ("Mineral Owner"), and are currently unleased. Affiant has personal knowledge of the efforts by Chesapeake and independent contractors acquiring leases on behalf of Chesapeake to lease the above referenced parcel of land from Mineral Owner. Those efforts are described as follows.

3. On August 15, 2013, an employee of Chesapeake Energy attempted to contact Dan Graves or any authorized representative of the Mineral Owner via telephone, and was unable to leave a voicemail when there was no answer.

4. On January 20, 2014, an independent contractor of Chesapeake Energy attempted to contact Ed May via telephone and left a voicemail. Mr. May's voicemail message indicated that he would be out of the office until January 27th, 2014.

5. On January 28, 2014, an independent contractor of Chesapeake Energy received a telephone call from Dan Graves. Mr. Graves inquired about the location of the Subject Parcel. Once described to Mr. Graves, he stated that it may be an "active line," in which case, the Mineral Owner would not be interested in signing an oil and gas lease.

6. On January 29, 2014, an independent contractor of Chesapeake Energy received a telephone call from Mr. Graves confirming that the Subject Parcel is an "active line" and that the Mineral Owner would not lease to any party. Mr. Graves stated that it was the company policy of the Mineral Owner to not lease active lines and that he would not discuss the matter any further. Any subsequent attempts to offer different terms during the telephone conversation were answered by restating the company policy to not lease active lines.

7. On February 28, 2014, an independent contractor of Chesapeake Energy contacted Mr. Graves via telephone to follow-up on the possibility of an oil and gas lease. Mr. Graves again responded that the company policy is not to lease any active lines, but noted that circumstances may change in six months that may allow for an oil and gas lease to be negotiated for the Subject Parcel.

8. On March 10, 2014, an independent contractor of Chesapeake Energy attempted to contact Mr. Graves via telephone and left a voicemail asking if there had been any change in company policy or circumstances relating to the Subject Parcel that would allow for negotiation of an oil and gas lease.

9. On March 21, 2014, an independent contractor of Chesapeake Energy prepared an oil and gas lease and mailed it to 2000 Ashland Dr., Russell, KY 45840 so that the Mineral Owner could review the document.

10. On April 7, 2014, an independent contractor of Chesapeake Energy spoke with Mr. Graves via telephone and was informed that there have been no changes to the company policy regarding active lines or circumstances so the Mineral Owner would not lease the Subject Parcel.

Further Affiant sayeth naught.

Dated this 25th day of April, 2014.

Grant Parker, Affiant
Landman
Chesapeake Energy Corporation

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The foregoing instrument was sworn to before me, a Notary Public in and for the State of Oklahoma, and subscribed in my presence this 25th day of April, 2014, by Grant Parker, known to me or satisfactorily proven to be the Affiant in the foregoing instrument, who acknowledged the above statements to be true as Affiant verily believes.

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

My Commission Expires:

9-26-2014

Notary Public

SHERYL A COKER

Printed Name of Notary

(S E A L)

SHERYL A. COKER NOTARY # 06009180 EXP. 09/26/14 PUBLIC STATE OF OKLAHOMA