

EXHIBIT 1

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

JAMES L. BROWN and ALICE R. BROWN,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

ACCESS MIDSTREAM PARTNERS, L.P.,
CHESAPEAKE ENERGY CORP., and
DOMENIC J. DELL'OSSO, JR.,

Defendants.

Case No. 3:14-cv-00591

(Judge Mannion)

THE SUESSENBACH FAMILY LIMITED
PARTNERSHIP, JAMES S. SUESSENBACH,
and GINA M. SUESSENBACH, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

ACCESS MIDSTREAM PARTNERS, L.P., and
CHESAPEAKE ENERGY CORPORATION,

Defendants.

Case No. 3:14-cv-01197

(Judge Mannion)

CLASS ACTION SETTLEMENT AGREEMENT

This CLASS ACTION SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into by, between, and among, Chesapeake Energy Corporation, and the named plaintiffs in *Brown v. Access Midstream Partners, L.P.*, No. 3:14-cv-00591-MEM (M.D. Pa.) ("*Brown*") and in *Suessenbach Family Limited Partnership v. Access Midstream Partners, L.P.*, No. 3:14-cv-

01197 (M.D. Pa.) ("*Suessenbach*"), on behalf of themselves and as the putative class representatives for the Settlement Class defined below.

This Settlement Agreement is entered into to effect a full and final settlement and dismissal with prejudice of all Settled Claims on the terms set forth below, subject to the approval of the Court.

RECITALS

A. Plaintiffs, as lessors, and Chesapeake Appalachia, L.L.C. as lessee, are parties to oil and gas leases governing leaseholds in the Commonwealth of Pennsylvania. The leases implicated in this Settlement do not contain Market Enhancement Clauses.

B. Plaintiffs allege in *Brown* and *Suessenbach* that Chesapeake underpaid Royalties by deducting inflated Post-Production Costs from royalties. Plaintiffs allege that Chesapeake and Access Midstream Partners, L.P. engaged in a purported scheme to charge landowners artificially inflated and supra-competitive rates for certain post-production services, among other allegations. Chesapeake denies Plaintiffs' claims that the Post-Production Costs are or were inflated and further denies that its Royalty payment practices are or were improper. Chesapeake believes it paid Royalties consistent with the leases and Pennsylvania law.

C. Class Counsel and counsel for Chesapeake engaged in arm's-length negotiations in the interest of resolving this dispute. They have met at length and have mediated this dispute with the assistance of third-party mediators, including Judge Edward N. Cahn (ret.) and John W. Perry, Jr.

D. Chesapeake enters into this Settlement Agreement as part of its broader effort to achieve global resolution across the Commonwealth of Pennsylvania as to any royalty-related litigation or disputes, including claims raised by the Pennsylvania Office of the Attorney General and by the McNamara and McDonald Lessors.

E. While Chesapeake believes this Settlement Agreement can and should be approved, to avoid the time, expense, and uncertainty of litigation, in the event the Settlement Agreement does not receive final approval from the Court or is terminated according to its terms, Chesapeake expressly reserves any and all available defenses, including the right to challenge class certification and to insist on individual arbitration or litigation of each Plaintiff's dispute and each Settlement Class Member's dispute. Plaintiffs likewise reserve their right to proceed with all claims if the Settlement is not approved.

F. In light of the investigations undertaken and conclusions reached by the Parties and discussed above, the Parties agree, subject to approval by the Court, to fully and finally compromise, settle, extinguish and resolve the Settled Claims and to dismiss with prejudice *Brown* and *Suessenbach* under the terms and conditions set forth in this Settlement Agreement.

AGREEMENT FOR SETTLEMENT PURPOSES ONLY

This Settlement Agreement is for settlement purposes only. The fact of this Settlement Agreement or any provision herein, the negotiations or proceedings related hereto, and any actions

taken hereunder shall not constitute or be construed as (a) any admission of the validity of any claim or any fact alleged by Plaintiffs in *Brown* or in *Suessenbach*; (b) any admission of any wrongdoing, fault, violation of law, breach of contract, or liability of any kind on the part of Chesapeake; (c) any admission as to any claim or allegation made in any demand of, action against, or proceeding against Chesapeake; and/or (d) a waiver of any applicable defense, including, without limitation, any applicable statute of limitations. This Settlement Agreement and its exhibits shall not be offered or admissible in evidence against Plaintiffs, Chesapeake, or the Settlement Class Members in any action or proceeding in any forum for any purpose whatsoever, except any action or proceeding brought to enforce its terms.

AGREEMENT

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Plaintiffs, on behalf of themselves and as the class representatives of the Settlement Class, and Chesapeake hereby contract, covenant, and agree that the Settled Claims are fully resolved, settled, compromised, extinguished and dismissed on the merits and with prejudice, subject to the approval of the Court, on the following terms and conditions:

Definitions. When used in this Settlement Agreement, unless otherwise specifically indicated, the following terms shall have the respective meanings assigned to them in this paragraph 1:

1.1 “Administrative Costs” means expenses incurred in carrying out the terms of the Settlement Agreement, including fees and expenses of any notice experts or claims administrators who may present affidavits or testimony at the preliminary approval hearing and/or final fairness hearing; and fees and expenses of the Settlement Administrator in administering and carrying out the terms of the Settlement Agreement, including expenses for printing and mailing of the Settlement Notice, post office box rental costs, responding to inquiries by persons receiving or reading the Settlement Notice, and implementing the Plan of Administration; and Administrative Costs shall not include Litigation Expenses or Attorneys’ Fees or costs associated with calculating or distributing funds for Litigation Expenses or Attorneys’ Fees.

1.2 “Attorneys’ Fees” refers to any award of attorneys’ fees requested by Lead Class Counsel and awarded by the Court.

1.3 “Bonus” means the monetary payment that a lessee or its affiliate(s) paid to a lessor as consideration for signing an oil and gas lease.

1.4 “*Brown*” means the civil action styled *Brown v. Access Midstream Partners, L.P.*, No. 3:14-cv-00591-MEM, on the docket of the United States District Court for the Middle District of Pennsylvania.

1.5 “*Brown* Plaintiffs” refers to James L. Brown and Alice R. Brown.

1.6 “Chesapeake” means Chesapeake Energy Corporation and its current and former subsidiaries and affiliates, predecessors in interest, successors in interest, and current or former officers, including, for the avoidance of doubt, Domenic J. Dell’Osso, Jr..

1.7 “Class Counsel” is defined as follows:

Noah Axler
Axler Goldich, LLC
1520 Locust St., Suite 301
Philadelphia, PA 19102
Telephone: 267-534-7400
Facsimile: 267-534-7407

Michael D. Donovan
Donovan Litigation Group, LLC
15 Saint Asaphs Rd.
Bala Cynwyd, PA 19004
Telephone: 610-647-6067
Facsimile: 610-647-7215

Robert E. McCann
MCCANN & WALL, LLC
Two Penn Center Plaza
1500 JFK Blvd., Ste. 1110
Philadelphia, PA 19102
Telephone: 215-569-8488
Facsimile: 215-569-8288

Peter A. Muhic
Tyler S. Graden
Natalie Lesser
KESSLER TOPAZ MELTZER & CHECK, LLI
280 King of Prussia Rd.
Radnor, PA 19807
Telephone: 610-667-7706
Facsimile: 610-667-7056

Robert D. Schaub
ROSENN, JENKINS & GREENWALD, LLP
15 South Franklin St.
Wilkes-Barre, PA 18711
Telephone: 570-826-5652
Facsimile: 570-831-7215

1.8 “Court” means the United States District Court for the Middle District of Pennsylvania.

1.9 “Chesapeake’s Counsel” means the following attorneys:

Daniel T. Donovan
Kirkland & Ellis LLP
655 15th Street, N.W., Suite 1200
Washington DC 20005-5793
Tel: 202-879-5000
Fax: 202-879-5200

Seamus C. Duffy
Akin Gump Strauss Hauer & Feld LLP
Two Commerce Square
2001 Market Street, Suite 4100
Philadelphia, PA 19103-7013
Tel: 215-965-1200
Fax: 215-965-1210

1.10 “Defendant Releasees” means Chesapeake Energy Corporation, Domenic J. Dell’Osso, Jr., and Williams Partners, and each of their respective parents, present and former affiliates and subsidiaries, and their respective predecessors, heirs, successors, assigns, present, former, and future officers, directors, employees, agents, insurers, and any third party payment processors, independent contractors, successors, assigns, attorneys and legal representatives working on their behalf. Defendant Releasees do not include Anadarko Petroleum Corporation, Mitsui, Statoil ASA or any of their parents, present and former affiliates, and subsidiaries, and their respective predecessors, successors, assigns, present, former, and future officers, directors, employees, agents, or any third party payment processors, independent contractors, successors, assigns, attorneys and legal representatives working on their behalf.

1.11 “Effective Date” shall be the date when each and all of the following conditions have occurred:

1.11.1 The Settlement Agreement has been fully executed by all the Parties and their counsel;

1.11.2 The Preliminary Approval Order has been entered by the Court certifying a Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Settlement Notice;

1.11.3 The Court-approved Settlement Notice has been mailed as ordered by the Court;

1.11.4 The Court has approved and entered the Final Judgment, thereby approving this Settlement Agreement and dismissing the Settled Claims with prejudice; and

1.11.5 The Final Judgment becomes Final as defined in paragraph 1.13, below.

1.12 “Excluded Member” means any person or entity who falls within the Settlement Class definition but who elects to be excluded from the Settlement Class and submits a valid Request for Exclusion.

1.13 “Final” means that (a) the Final Judgment is a final, appealable order; and (b) either (i) no appeal has been taken from the Final Judgment as of the date on which all times to appeal therefrom have expired, or (ii) an appeal or other review proceeding of the Final Judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the Final Judgment in all material respects.

1.14 “Final Judgment” means the Final Judgment and Order of Dismissal to be entered by the Court substantially in the form attached hereto as Exhibit A upon final approval of the Settlement, as provided in paragraph 9 of this Settlement Agreement.

1.15 “Gas” means natural gas, including associated liquid hydrocarbons.

1.16 “Including” and “include(s)” mean “including or include(s), without limitation.”

1.17 “Litigation Expenses” means expenses incurred by Plaintiffs or Class Counsel in pursuing *Brown*, *Suessenbach*, and/or negotiating, preparing or presenting to the Court the Settlement Agreement, including expert witness fees, consultant fees, investigation expenses, deposition expenses, copying charges, long distance telephone calls, expenses for meeting with and communicating with clients, fax charges, computer research charges, travel expenses, court costs, arbitrators’ fees, and mediator fees.

1.18 “Market Enhancement Clause” means Royalty clauses or provisions in an oil and gas lease that preclude the lessee from deducting costs incurred to transform leasehold gas into marketable form or to make such gas ready for sale or use, but permit the lessee to deduct a pro-rata share of costs incurred after the gas is marketable or ready for sale or use. Such clauses are often entitled or referred to as “Market Enhancement Clauses,” “MECs” or “Ready for Sale or Use Clauses.”

1.19 “McNamara and McDonald Lessors” means lessors with Pennsylvania Leases who, as of August 1, 2017, were represented by Thomas McNamara of Indik & McNamara PC and/or Dan McDonald of the McDonald Law Firm and continue to be represented by those attorneys, and were provided to Class Counsel in conjunction with this Settlement.

1.20 “Parties” means Plaintiffs and Chesapeake.

1.21 “Pennsylvania” means the Commonwealth of Pennsylvania.

1.22 “Pennsylvania Leases” means each and every oil and gas lease that (a) covers a leasehold located in Pennsylvania except for the portions of Southwestern Pennsylvania covered by the Gas Gathering Contract Cost of Service – South Marcellus, (b) does not contain a Market Enhancement Clause, and (c) is or has been owned, in whole or in part, by Chesapeake Appalachia, L.L.C. as a lessee, according to the business records maintained by Chesapeake. Pennsylvania Leases does not include any lease Chesapeake Appalachia, L.L.C. owned in whole or in part as a lessee, but in which Chesapeake Appalachia, L.L.C. is not a lessee as of the date the Preliminary Approval Order and for which no Gas was produced during the time that Chesapeake Appalachia, L.L.C. was a lessee.

1.23 “Plaintiffs” means the named plaintiffs in *Brown* and *Suessenbach*.

1.24 “Plan of Administration” means the Plan of Administration and Distribution as set forth in Exhibit B hereto, describing the specific procedures and processes for the administration, allocation, and distribution of the Settlement Funds.

1.25 “Post-Production Costs” means costs for gathering, compressing, transporting, treating or dehydrating Gas, which are incurred before the interconnect point of a Transmission Pipeline. Post-Production Costs does not include transportation costs incurred after Gas has entered the interconnect point of a Transmission Pipeline.

1.26 “Preliminary Approval Order” means the order entered by the Court pursuant to paragraph 3 below and in the form attached as Exhibit C, preliminarily approving the Settlement, approving the form and manner of the Settlement Notice, and setting a date certain for the settlement fairness hearing.

1.27 “Request for Exclusion” means a timely and properly submitted written request to be excluded from the Settlement Class. A request for exclusion is not timely and properly submitted unless it is in writing, is signed by the person or entity requesting exclusion, is mailed in a postage-paid envelope to the Settlement Administrator, postmarked no later than the due date established by the Court in the Preliminary Approval Order, and otherwise complies with the instructions contained in the Settlement Notice. The request for exclusion must be personally signed by any natural person requesting exclusion; it cannot be signed by that person’s lawyer or other agent, unless the person is incapacitated. Requests for exclusion may not be made on a class or representative basis. If the entity requesting exclusion is a corporation, partnership, or other legal entity, the request must be personally signed by a duly-authorized officer, partner, or managing agent. A request for exclusion is also not properly submitted or valid if it requests a qualified or partial exclusion or any other qualification.

1.28 “Royalty” means lessor royalty interests; and does not include overriding royalty interests.

1.29 “Settled Claims” means any and all claims and causes of action related to Chesapeake’s interest in the Pennsylvania Leases of Settlement Class Members that were alleged or could have been alleged in *Brown* or in *Suessenbach*, including, but not limited to: (a) any and all claims related to the calculation, amount, payment, and/or reporting of Royalty or Bonus payments made by Chesapeake, either on its own working interest share or on behalf of other working interests, on Gas produced pursuant to a Pennsylvania Lease; (b) any and all claims and causes of action, related to the calculation, amount, payment, and/or reporting of such Royalty or Bonus payments; (c) claims for breach of contract, fraud, conspiracy, breach of implied duties and covenants, unjust enrichment, accounting, declaratory or injunctive relief, unfair or deceptive trade practices under federal or state law, and/or anticompetitive conduct under federal or state antitrust law; (d) challenges to the manner in which sales are made to an affiliated entity, if any; (e) claims that formation, sale, or disposition of assets or equity interests by Chesapeake impacted Royalty payments; and (f) any other challenges to Chesapeake’s pricing, sales, or Royalty payment practices. The Settled Claims do not include any claims or causes of action that Plaintiffs and the Settlement Class Members have or may have against persons and entities other than Chesapeake, except that the Settled Claims do include any claims or causes of action that Plaintiffs and the Settlement Class Members have or may have or that could have been asserted against the Defendant Releasees.

1.30 “Settlement” means the settlement embodied in this Settlement Agreement and the Final Judgment.

1.31 “Settlement Administrator” means the person or persons agreed upon by the Parties to administer the Settlement in accordance with the provisions of this Agreement.

1.32 “Settlement Agreement” or “Agreement” means this Settlement Agreement, including all exhibits hereto.

1.33 “Settlement Class” means all individuals and entities, including their predecessors and successors-in-interest, who are or have been lessor parties to one or more Pennsylvania Leases, to the extent of their interests in such Pennsylvania Leases. The Settlement Class excludes (a) Chesapeake; (b) Williams Partners; (c) any person or entity who owns a working interest in or operates a gas well in Pennsylvania; (d) any person or entity who receives royalty in kind pursuant to a Pennsylvania Lease; (e) the McNamara and McDonald Lessors; (f) any person or entity who has previously released Chesapeake from liability concerning or encompassing any or all Settled Claims; (g) the federal government; (h) legally-recognized Indian Tribes; (i) the Commonwealth of Pennsylvania and its agencies, in their individual capacities only; and (j) any person who serves as a judge in these civil actions and his/her spouse. Any person or entity who is party to a Pennsylvania Lease that has not started producing Gas as of the Effective Date shall not be entitled to receive a pro rata share of the Settlement Payment, but shall be entitled to make an election under paragraph 6 of this Settlement Agreement.

1.34 “Settlement Class Member” means every member of the Settlement Class who does not submit a valid Request for Exclusion.

1.35 “Settlement Funds” means an amount of \$7,750,000.00, less any funds attributed to the McNamara and McDonald Lessors. The funds attributed to the McNamara and McDonald Lessors will be based on their historic proportion of Post Production Costs relative to the Settlement Class.

1.36 “Settlement Notice” means the notice substantially in the form attached as Exhibit D, or such other comparable notice(s) approved by the Court, which is to be given to the Settlement Class as provided in paragraph 4 below. The Settlement Notice as determined to be appropriate and approved by the Court and meeting the criteria in paragraph 4, below, shall be regarded as and is the best notice practicable under the circumstances.

1.37 “Settlement Payment” means the total amount to be paid to the Settlement Class under the Plan of Administration.

1.38 “*Suessenbach*” means the civil action styled *Suessenbach Family Limited Partnership v. Access Midstream Partners, L.P.*, No. 3:14-cv-01197-MEM, on the docket of the United States District Court for the Middle District of Pennsylvania.

1.39 “*Suessenbach* Plaintiffs” refers to *Suessenbach Family Limited Partnership*, James S. *Suessenbach*, and Gina M. *Suessenbach*.

1.40 “Transmission Pipeline” means a large-diameter natural gas transmission or transportation pipeline (interstate or intrastate). The term “Transmission Pipeline” does not include field facilities or field gathering pipelines or systems. An example of an interstate Transmission Pipeline is the interstate pipeline owned by Tennessee Gas Pipeline Company, and an example of an intrastate Transmission Pipeline is the intrastate pipeline owned and operated by Regency Energy Partners NEPA Gas Gathering, L.L.C., commonly referred to as the Wyoming Pipeline.

1.41 "Williams Partners" means Williams Partners, L.P. (formerly known as Access Midstream Partners, L.P.), and its parents, current and former subsidiaries and affiliates, predecessors in interest, successors in interest, and current or former officers.

2. Best Efforts to Reach the Effective Date. The Parties and Class Counsel agree to recommend that the Court approve the Settlement Agreement and further agree to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other reasonable steps and efforts that may be necessary or appropriate for Plaintiffs to file the Motion for Preliminary Approval of the Settlement by August 13, 2018, implement the terms of this Settlement Agreement, garner Final Approval and make the Final Judgment Final. The Parties agree that they will not take any steps to suggest or recommend that members of the Settlement Class should opt out of or elect to be excluded from this Settlement Agreement.

3. Motion for Preliminary Approval. By August 13, 2018, Plaintiffs shall submit to the Court a motion for preliminary approval of the Settlement Agreement, which shall include a request for entry of the Preliminary Approval Order in the form attached hereto as Exhibit C and a request to stay all proceedings in *Brown* and in *Suessenbach* until the Court has approved this Settlement Agreement and entered the Final Judgment. Plaintiffs shall provide said motion to Chesapeake in advance of filing to ensure consistency with this Settlement Agreement. It is expressly understood that by entering into this Settlement Agreement and by filing a paper supporting Plaintiffs' motion for preliminary approval of the Settlement, Chesapeake does so for settlement purposes only. Chesapeake expressly reserves the right to oppose certification of a litigation class in the event the Court denies Plaintiffs' Motion for Preliminary Approval. The motion for preliminary approval also shall include the proposed Settlement Notice in the form attached hereto as Exhibit D.

4. Class Notice. Within thirty (30) days after the Court's entry of the Preliminary Approval Order or a date otherwise established by the Court, the Settlement Administrator shall provide the Settlement Notice to the Settlement Class in the manner approved by the Court, which Settlement Notice shall include mailing the Settlement Notice by first-class mail, postage pre-paid, to individuals and entities who are in the Settlement Class and for whom Chesapeake has addresses available from its business records. The Parties reserve the right to extend or otherwise amend this timeframe as set forth in this Settlement Agreement. To the extent that any Settlement Notices are returned because an individual or entity who is in the Settlement Class does not reside at the address provided, the Settlement Administrator shall take reasonable steps to obtain a valid address and re-mail the Settlement Notice. Chesapeake shall send a timely and proper notice(s) of this Settlement to all appropriate federal and state officials as required by the Class Action Fairness Act of 2005 ("CAFA"), including under 28 U.S.C. §1715, if necessary.

5. Settlement Funds and Administrative Costs.

5.1 Settlement Funds. Chesapeake Energy Corporation agrees to deposit the Settlement Funds with the Settlement Administrator within ten (10) business days after the entry of the Order granting Final Approval of the Settlement. Chesapeake Energy Corporation shall provide such records and information, including electronic data, in its possession, custody, or control, as may be reasonably necessary for the Settlement Administrator to prepare a list of the members of the Settlement Class, mail the Settlement Notice to the members of the Settlement

Class, allocate the Settlement Funds among the Settlement Class Members in accordance with the Plan of Administration, and otherwise properly administer the Settlement in accordance with the Plan of Administration set forth in Exhibit B. Payments of the Settlement Funds to and among the Settlement Class Members, net of court awarded Attorney Fees, Incentive Awards, Litigation Expenses and Administrative Costs, shall be made in accordance with the Plan of Administration set forth in Exhibit B.

5.2. Administrative Costs. In addition to the Settlement Funds, Chesapeake Energy Corporation shall be obligated to pay Administrative Costs up to Fifty Thousand Dollars (\$50,000.00). Administrative Costs, if any, in excess of Fifty Thousand Dollars will be paid from the Settlement Funds. Chesapeake Energy Corporation shall pay Administrative Costs up to \$50,000.00 and shall remit payment(s) to the Settlement Administrator for same within thirty (30) business days from its receipt of an invoice(s) from the Settlement Administrator, unless otherwise agreed. Before Administrative Costs exceed Fifty Thousand Dollars, the Settlement Administrator shall inform the Parties and the Court that the Settlement Administrator believes Administrative Costs will exceed Fifty Thousand Dollars. In the absence of an Effective Date, Chesapeake Energy Corporation is nonetheless obligated to pay those Administrative Costs incurred up to Fifty Thousand Dollars. This provision shall survive any termination of this Settlement Agreement and is binding and effective even in the absence of an Effective Date.

5.3 No Further Payment Obligations. Upon paying the Settlement Funds and any Administrative Costs required under this paragraph 5 and under the Plan of Administration attached as Exhibit B, Chesapeake shall have no further payment obligations to the Settlement Class Members, Class Counsel, or any other person whatsoever under this Settlement Agreement.

5.4 No Obligations for Fees. Defendant Releasees shall have no obligation whatsoever to pay any Attorneys' Fees or Litigation Expenses of Plaintiffs, Class Counsel, or Settlement Class Members, or any Incentive Award Payments to Plaintiffs. Plaintiffs shall look exclusively to the Court for an award of Attorneys' Fees, Litigation Expenses, or Incentive Award Payments from the Settlement Funds and/or from the future economic benefits the Settlement Class Members realize under the options for future royalty calculations set forth in paragraph 6 of this Agreement. Any Attorneys' Fees, Litigation Expenses or Incentive Award Payments to Plaintiffs awarded by the Court shall be paid by the Settlement Administrator from the Settlement Funds the next business day after the Effective Date.

6. Future Royalty Calculations. In exchange for the consideration set forth in this Agreement, including but not limited to the Release set forth in paragraph 12, Chesapeake agrees that the Final Judgment shall provide Plaintiffs and the Settlement Class Members an option to address how Chesapeake calculates and pays Gas Royalties to the Settlement Class Members and their successors and assigns after the Effective Date occurs, pursuant to the Settlement Class Members' Pennsylvania Leases in which Chesapeake owns an interest. The options set forth in paragraphs 6.1 and 6.2 of this Settlement Agreement do not apply to Pennsylvania Leases in which Chesapeake does not own any interest as of the Effective Date of this Agreement. Therefore, the Parties agree that the Final Judgment shall specify that the following provisions apply to the Settlement Class Members' Pennsylvania Leases in which Chesapeake owns an interest, beginning on an agreed upon date.

6.1 *Option 1.* Plaintiffs and the Settlement Class Members may continue to have their Royalties from Chesapeake under Pennsylvania Leases calculated as they have been prior to the Effective Date of the Settlement, such that Royalties for most Settlement Class Members are based on the price that a Chesapeake entity receives in a sale to a third-party less a share of the costs incurred up to that point of sale.

6.2 *Option 2.* Plaintiffs and the Settlement Class Members may elect to have their Royalties from Chesapeake for Pennsylvania Leases calculated by using Platts's Tennessee Gas Pipeline Zone 4-300 Leg first-of-the-month index price, or another in-basin index price agreed to in writing by the Parties, with no other costs included in the calculation of Royalties. The agreed upon in-basin index price to be used under Option 2 will be identified in the notice provided to Settlement Class Members under paragraph 6.3 of this Agreement, along with historical pricing information to assist Settlement Class Members in making their choice. Should the agreed upon in-basin index price to be used under Option 2 cease to be published, Chesapeake or its successor in interest will select a replacement in-basin index price for purposes of calculating royalties under Option 2, subject, however, to the approval of Class Counsel or, if Class Counsel does not approve Chesapeake's proposed replacement, the Court.

6.3 *Notice of Options.* The Parties shall provide notice of Option 1 and Option 2, as defined in paragraphs 6.1 and 6.2 of this Settlement Agreement, to the Settlement Class Members. Such notice shall be provided within thirty days of the Effective Date of this Settlement Agreement, and the Parties shall agree on the form and content of this notice. The notice shall provide Settlement Class Members with at least ninety days to inform Chesapeake of their election, if any. To the extent no election is made, the default option shall be Option 1. The election will become effective on production beginning no more than 180 days after the Effective Date of the Settlement.

6.4 The Final Judgment shall modify only how Chesapeake calculates and pays Royalties on Chesapeake's share of Gas production and how Chesapeake pays Royalties on behalf of any other person or entity holding a lessee/working interest under a Pennsylvania Lease. The Final Judgment shall not modify how any other entity calculates and/or pays Royalties pursuant to the Pennsylvania Leases.

6.5 Except as specified herein and in the Final Judgment, paragraph 6 of this Settlement Agreement shall not affect any other provisions of a Pennsylvania Lease. Settlement Class Members who elect to receive royalties pursuant to Option 2 shall cooperate and do all things reasonably necessary, including the execution of documents in recordable form, to facilitate Chesapeake's recording of such election as a lease amendment or otherwise should Chesapeake determine that such recording is necessary or appropriate.

7. Walk-Away Rights. Chesapeake shall have the option to terminate the Settlement Agreement in the event that there are Excluded Members who represent more than a certain percentage of the Settlement Payment. The specific terms of this walk-away right are set for in a separate agreement (the "Supplemental Agreement to Class Action Settlement Agreement") executed between Class Counsel and Chesapeake, by and through Chesapeake's counsel. If the Court requires that the Supplemental Agreement be filed, the parties shall request that it be filed under seal.

8. Attorney General and Other Contingencies. The Parties will cooperate in seeking the support, cooperation, and acquiescence of the Pennsylvania Attorney General to this Settlement. Unless Chesapeake agrees in writing to waive each of the following conditions, this Settlement is contingent upon the Pennsylvania Attorney General agreeing that this Settlement resolves all claims that the Attorney General's Office has asserted or could have asserted on behalf of lessors with a Pennsylvania Lease in the pending lawsuit *Commonwealth of Pennsylvania v. Chesapeake Energy Corporation, et al.*, No. 2015 IR 0069 (Bradford County Court of Common Pleas).

9. Order, Final Judgment, and Dismissal. If the Court finally approves this Settlement Agreement, then the Parties jointly and promptly shall seek entry of the Final Judgment in the form attached hereto as Exhibit A. The Parties intend that the language in the Final Judgment shall conform to the language in this Settlement Agreement, and the Parties will modify Exhibit A if necessary to ensure such conformity.

10. Conditions Precedent to Agreement's Effect. This Settlement Agreement shall become final, binding and effective upon the Effective Date, and not before then.

11. Modifications. Any modification to this Settlement Agreement or its exhibits, whether modified by the Parties or any court, must be approved in writing signed by the Parties or their authorized representatives to be binding.

12. Release.

12.1.1 As of the Effective Date, Plaintiffs and the Settlement Class Members, and each of them, for themselves and their respective heirs, agents, officers, directors, shareholders, employees, consultants, joint venturers, partners, members, legal representatives, successors and assigns, hereby expressly agree that they fully and forever release and discharge Defendant Releasees from any and all of the Settled Claims, except for the rights and obligations created by this Settlement Agreement, and covenant and agree that they will not commence, participate in, prosecute or cause to be commenced or prosecuted against any of the Defendant Releasees any action or other proceeding based upon any of the Settled Claims released pursuant to this Settlement Agreement. As of the Effective Date and at all times thereafter, each Plaintiff and Settlement Class Member hereby releases any and all claims that Chesapeake is obligated to pay them royalties under their Pennsylvania Leases in any manner other than the Option each such Plaintiff or Settlement Class Member elects under Paragraph 6 of this Agreement. Plaintiffs and the Settlement Class Members hereby further agree that they fully and forever release and discharge all working interest owners on whose behalf Chesapeake has paid or will pay Royalties pursuant to Pennsylvania Leases from any and all of the Settled Claims, but do so only to the limited extent of Chesapeake's payments of Gas Royalties on behalf of such working interest owners. The Parties acknowledge and agree that these releases are given in consideration of the Settlement Funds and other covenants by Chesapeake for the benefit of all the Defendant Releasees. The Defendant Releasees hereby agree that they will not seek to reduce, set off, or recoup any amounts paid to a Settlement Class Member under paragraph 5.1 of this Agreement and the Plan of Administration attached as Exhibit B hereto, by the value of any claim that one or more Defendant Releasees may have against that Settlement Class Member.

12.1.2 The Parties acknowledge and agree that the relief afforded under this Settlement Agreement fully and completely compromises the Settlement Class Members' claims for relief in *Brown* and in *Suessenbach*.

12.1.3 This Release also covers, without limitation, any and all claims for Attorneys' Fees, Incentive Award Payments, catalyst fees, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members or by Plaintiffs or the Settlement Class Members, or any of them, in connection with or related in any manner to *Brown* and *Suessenbach*, the settlement of *Brown* and *Suessenbach*, the administration of this Settlement, the implementation of this Settlement, and/or the Settled Claims except to the extent otherwise specified in the Settlement Agreement.

12.2 No Release of Non-Parties. Nothing herein shall operate or be construed to release any claims the Parties and Settlement Class Members may have against any person or entity who is not a Party hereto except as provided for in sub-paragraph 12.1.1, above. Moreover, to the extent a Pennsylvania Lease provides an audit or accounting right, this Agreement does not preclude the exercise of such audit or accounting right regarding Royalty payments made after the Effective Date pursuant to the lessee's election for future royalty calculations under paragraph 6 of this Settlement Agreement.

13. Authority and Capacity to Execute. Each person signing this Settlement Agreement on behalf of a Party represents that such signatory has the full and complete power, authority and capacity to execute and deliver this Settlement Agreement and any documents to be executed pursuant hereto, that all formalities necessary to authorize execution of this Settlement Agreement so as to bind the principal, limited liability company, trust, partnership or corporation have been undertaken, and that upon the occurrence of the Effective Date, this Settlement Agreement will constitute the valid and legally binding obligation of each such Party hereto, enforceable by and against that Party in accordance with its terms.

14. Successors and Assigns. This Settlement Agreement is binding upon and will inure to the benefit of each of the Parties hereto and their respective agents, officers, directors, shareholders, employees, consultants, heirs, devisees, legal representatives, attorneys, successors and assigns.

15. Construction. The language of all parts of this Settlement Agreement and its exhibits will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party. All Parties have participated in the preparation of this Settlement Agreement and its exhibits and no presumptions or rules of interpretation based upon the identity of the Party preparing or drafting this Settlement Agreement or its exhibits, or any part thereof, shall be applied or invoked.

16. Disputed Claims. It is understood that this Settlement Agreement constitutes a compromise of highly disputed claims, and that neither (a) the consideration provided for herein, (b) the entry into the Settlement Agreement or stipulation to the Final Judgment, nor (c) any recital contained herein, will be construed, interpreted, or admissible as an admission of liability by or on behalf of any Party hereto, all such liability being expressly denied, regardless of whether this Settlement Agreement becomes Final. In the event that the Settlement Agreement does not

become Final, then this Settlement Agreement shall be of no force or effect, and the Settlement Agreement and any and all negotiations, documents, and discussions associated with it shall be without prejudice to the rights of any Party, shall not be deemed or construed to be an admission or evidence of any liability or wrongdoing by Chesapeake or of the truth of any of the claims or allegations contained in the complaint or any other pleading, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in *Brown, Suessenbach*, or in any other action or proceeding. The Parties expressly reserve all of their respective rights, claims and defenses if this Settlement Agreement does not become Final.

The Parties agree that the Settlement Class will be certified for settlement purposes only, that this Settlement shall not be construed to represent either an assertion or concession that such a class would be manageable or appropriately certified for litigation, arbitration, or trial, and in the event this Settlement Agreement is not given final approval or this Settlement is not finalized for any reason whatsoever, the Parties acknowledge and agree that Chesapeake remains free to challenge whether this proposed class or any other proposed classes are properly certifiable in this litigation or anywhere else, and Plaintiff shall not argue that anything in this Settlement Agreement limits Chesapeake's right to do so.

The Parties further agree that by entering into this Settlement Agreement and seeking Preliminary Approval and/or Final Approval, no Party waives or in any way diminishes its right to demand that any disputes arising from the Pennsylvania Leases be decided in individual, binding arbitration pursuant to the arbitration clause, if any, in any given lease or by litigation, nor does any Party waive its right to argue that any such arbitration clauses are unenforceable for any reason other than the fact that a Party has entered into this Settlement Agreement. Moreover, neither the fact of this Settlement Agreement nor the fact that the Parties are seeking court approval of this Settlement should be construed that the Parties or the Pennsylvania Leases have agreed to or contemplated that disputes as to royalty payments may be resolved on a class-wide basis in arbitration or otherwise.

17. Survival of Covenants and Representations. All covenants and representations contained in this Settlement Agreement are contractual in nature, are not mere recitals, and will survive the execution of this Settlement Agreement.

18. Miscellaneous.

18.1 Governing Law. This Settlement Agreement is and will be governed by the laws of the Commonwealth of Pennsylvania.

18.2 Severability. In the event that a court of competent jurisdiction enters a final judgment or decision holding invalid any nonmaterial provision of this Settlement Agreement, the remainder of this Settlement Agreement will be fully enforceable. If a court of competent jurisdiction holds invalid or materially modifies any material provision of this Settlement Agreement, including but not limited to the provisions set forth in paragraph 6, either Party shall be entitled to dissolve this Settlement Agreement and withdraw from the Settlement.

18.3 Counterparts. This Settlement Agreement may be executed by facsimile or electronic signatures and in counterparts, all of which will have full force and effect between the Parties, subject to all conditions precedent and subsequent set forth herein.

18.4 Integration. This Settlement Agreement, its exhibits, and the Supplemental Agreement to Class Action Settlement Agreement referenced in Paragraph 7 constitute the entire agreement of the Parties and a complete merger of all prior negotiations and agreements.

18.5 Headings. The headings of the paragraphs and subparagraphs herein are intended solely for convenience or reference and will not control or influence the meaning or interpretation of any of the provisions of this Settlement Agreement.

18.6 Gender and Number. Whenever applicable, the pronouns designating the feminine, masculine and neuter will equally apply to the feminine, masculine and neuter genders; the singular will include the plural and the plural will include the singular.

18.7 Fees and Costs. Chesapeake shall bear its own costs, expenses, and attorneys' fees incurred in connection with *Brown, Suessenbach*, this Settlement, and performance of the obligations imposed hereunder. Chesapeake shall have no obligation to pay the Litigation Expenses, Attorneys' Fees, or Incentive Award Payments of Plaintiffs, any Settlement Class Member, Class Counsel, or any other counsel or representative.

18.8 Extensions of Time. The Parties reserve the right, subject to the Court's approval, to mutually agree to any reasonable extension of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

18.9 Notice. All notices called for by this Settlement Agreement shall be sent to Class Counsel on behalf of Plaintiffs, all Settlement Class Members, and all Class Counsel; and to Chesapeake's Counsel on behalf of Chesapeake. Such notice shall become effective when placed in the United States mail, prepaid first-class postage affixed, addressed to the addresses listed in paragraph 1 above. It is the responsibility of each Party to notify all other Parties of any change in any of these addresses. The Party giving notice shall make reasonable efforts also to provide copies of any notices by electronic mail or telephonic facsimile at the same time notice is placed in the mail.

18.9.1 Class Counsel, or any person acting on behalf of Class Counsel, shall not publish any form of written notice except as provided for herein without prior written approval of the content of such notice by Chesapeake, other than any information provided to any Court in furtherance of this Settlement Agreement.

18.9.2 It shall be the responsibility of the Settlement Administrator and Class Counsel, or their designees, to respond to all inquiries from members of the Settlement Class.

18.9.3 Plaintiffs agree that they shall not elect or seek to opt out of or exclude themselves from the Settlement Class.

18.9.4 Plaintiffs, Class Counsel, and Chesapeake hereby agree not to initiate, nor respond to, any communications with the media or press, on the Internet, or in any public forum, orally or in writing, intended to disparage this Settlement, *Brown*, *Suessenbach* or Plaintiffs, Class Counsel, or Chesapeake.

AGREED TO AND DATED AS OF THE 8th DAY OF AUGUST, 2018.

**APPROVED BY CLASS COUNSEL
AND COUNSEL FOR THE *BROWN*
PLAINTIFFS:**

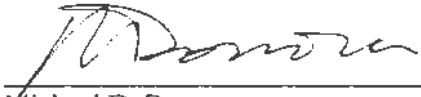
***BROWN* PLAINTIFFS, FOR THEMSELVES
AND ON BEHALF OF
THE SETTLEMENT CLASS:**



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FOR JAMES L. BROWN

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**SUESSENBACH PLAINTIFFS, FOR
THEMSELVES:**



SUESSENBACH FAMILY LIMITED
PARTNERSHIP

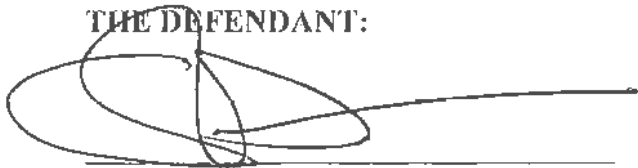


JAMES S. SUESSENBACH



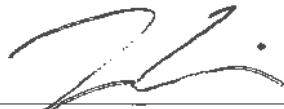
GINA M. SUESSENBACH

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Counsel for Chesapeake

EXHIBIT A

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

JAMES L. BROWN and ALICE R. BROWN,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

ACCESS MIDSTREAM PARTNERS, L.P.,
CHESAPEAKE ENERGY CORP., and
DOMENIC J. DELL'OSSO, JR.,

Defendants.

Case No. 3:14-cv-00591

(Judge Mannion)

THE SUESSENBACH FAMILY LIMITED
PARTNERSHIP, JAMES S. SUESSENBACH,
and GINA M. SUESSENBACH, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

ACCESS MIDSTREAM PARTNERS, L.P., and
CHESAPEAKE ENERGY CORPORATION,

Defendants.

Case No. 3:14-cv-01197

(Judge Mannion)

**[PROPOSED] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE**

These matters, *James L. Brown, et al. v. Access Midstream Partners, L.P., et al.*, No. 3:14-cv-591 (“*Brown*”), and *The Suessenbach Family Limited Partnership, et al. v. Access Midstream Partners, L.P., et al.*, No. 3:14-cv-1197 (“*Suessenbach*”) (together, the “Actions”), come before the Court for hearing pursuant to the Order Preliminarily Approving Settlement and Providing for Notice (“Preliminary Approval Order”) dated _____, 2018, on the application of the settling Parties for approval of the Class Action Settlement Agreement filed August 9, 2018 (the “Settlement Agreement”). Due and adequate notice having been given to the Settlement Class as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed on the premises and good cause appearing therefore, the Court FINDS:

1. This Final Judgment and Order of Dismissal with Prejudice (“Order and Judgment” or “Judgment”) incorporates by reference the definitions in the Settlement Agreement except where otherwise indicated, and all terms used herein shall have the same meanings as set forth in the Settlement Agreement, unless otherwise set forth herein.

2. On March 28, 2014, James L. Brown and Alice M. Brown, filed a class action complaint against the Defendant Releasees. (*Brown* Doc. 1).

3. On June 20, 2014, The Suessenbach Family Limited Partnership, James S. Suessenbach, and Gina M. Suessenbach filed a class action complaint against Williams Partners, L.P. (f/k/a Access Midstream Partners L.P.) and Chesapeake Energy Corporation (“Chesapeake”). (*Suessenbach* Doc. 1).

4. The defendants in the Actions responded by moving to dismiss. (*Brown* Doc. 22, *Suessenbach* Doc. 23).

5. On October 2, 2014, this Court ordered that the Actions be consolidated for purposes of discovery and reserved judgment on the *Brown* Plaintiffs and the *Suessenbach* Plaintiffs’ (together, “Plaintiffs”) motion that they be consolidated for trial. (*Suessenbach* Doc. 40, *Brown* Doc. 74).

6. The parties subsequently employed a mediator, the Honorable Edward N. Cahn (Ret.), the former Chief Judge of the U.S. District Court for the Eastern District of Pennsylvania, and engaged in multi-year negotiation that resulted in the Settlement Agreement. In the course of these negotiations, the Parties engaged in formal mediation before Judge Cahn and in informal direct negotiations. They also engaged in exchanges of information for the purpose of clarifying the factual and legal issues, including class certification and the merits of Plaintiffs’ claims, and engaged in numerous discussions regarding the litigation and the possibility of a class settlement.

7. On August 9, 2018, Plaintiffs filed a motion seeking preliminary approval of the Settlement Agreement. (*Suessenbach* Doc.____; *Brown* Doc.____). The Settlement Agreement resolves any and all claims that were brought or could have been brought by Plaintiffs or Settlement Class Members in the Actions.

8. The Settlement Class, as defined in the Settlement Agreement, consists of:

all individuals and entities, including their predecessors and successors-in-interest, who are or have been lessor parties to one or more Pennsylvania Leases, to the extent of their interests in such Pennsylvania Leases. The Settlement Class excludes (a) Chesapeake; (b) Williams Partners; (c) any person or entity who owns a working interest in or operates a gas well in Pennsylvania; (d) any person or entity who receives royalty in kind pursuant to a Pennsylvania Lease; (e) the McNamara and McDonald Lessors; (f) any person or entity who has previously released Chesapeake from liability concerning or encompassing any or all Settled Claims; (g) the federal government; (h) legally-recognized Indian Tribes; (i) the Commonwealth of Pennsylvania and its agencies, in their individual capacities only; and (k) any person who serves as a judge in this these civil actions and his/her spouse.

9. As defined in the Settlement Agreement, Pennsylvania Leases means:

each and every oil and gas lease that (a) covers a leasehold located in Pennsylvania except for the portions of Southwestern Pennsylvania covered by the Gas Gathering Contract Cost of Service – South Marcellus, (b) does not contain a Market Enhancement Clause, and (c) is or has been owned, in whole or in part, by Chesapeake Appalachia, L.L.C. as a lessee, according to the business

records maintained by Chesapeake. Pennsylvania Leases does not include any lease Chesapeake Appalachia, L.L.C. owned in whole or in part as a lessee, but in which Chesapeake Appalachia, L.L.C. is not a lessee as of the date the Preliminary Approval Order and for which no Gas was produced during the time that Chesapeake Appalachia, L.L.C. was a lessee.

10. As defined in the Settlement Agreement, Market Enhancement Clause

means:

Royalty clauses or provisions in an oil and gas lease that preclude the lessee from deducting costs incurred to transform leasehold gas into marketable form or to make such gas ready for sale or use, but permit the lessee to deduct a pro-rata share of costs incurred after the gas is marketable or ready for sale or use. Such clauses are often entitled or referred to as “Market Enhancement Clauses,” “MECs” or “Ready for Sale or Use Clauses.”

11. After a hearing on Plaintiffs’ Motion for Preliminary Approval of Settlement and Certification for Settlement Purposes (“Motion”), the Court entered an Order dated _____, 2018 (the “Preliminary Approval Order”), preliminarily approving the Settlement, and directing that notice of the proposed Settlement be mailed to the Settlement Class. The Court also set a hearing for _____, 2018, to determine whether the proposed Settlement should be approved as fair, reasonable, and adequate.

12. In accordance with the Court’s Preliminary Approval Order, the Settlement Administrator caused to be mailed to members of the Settlement Class

(for whom Chesapeake had addresses in its business records) the Settlement Notice approved by the Court in the Preliminary Approval Order. Details concerning the mailing of the Settlement Notice are set forth in the Affidavit of _____, which was attached as Exhibit __, to the Memorandum in Support of Plaintiffs' Unopposed Motion for Final Approval of Class Settlement ("Final Approval Memorandum").

13. The Notice of Proposed Settlement of Class Action given to the Settlement Class in accordance with the Preliminary Approval Order entered on _____, 2018, including the individual notice to all members of the Settlement Class who could be identified through reasonable effort, was the best notice practicable under the circumstances, to all persons entitled to such notice, of those proceedings and of the matters set forth therein, including the proposed Settlement Agreement. The Notice of Proposed Settlement of Class Action fully satisfied the requirements of Federal Rule of Civil Procedure No. 23, the requirements of due process, and all other applicable law and rules.

14. Chesapeake and Williams Partners, L.P. caused to be mailed to the appropriate federal and state officials the materials required to be submitted by the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.* ("CAFA"). The actions taken to comply with CAFA's notice requirements are described in the Affidavit

of _____, which was attached as Exhibit __, to the Final Approval Memorandum.

15. The Court finds that the notice requirements of CAFA have been satisfied.

16. On _____, 2018, the Court held a hearing on the proposed Settlement, at which time all interested persons were given an opportunity to be heard. Furthermore, the Court has read and considered all submissions in connection with the Settlement. Having done so, the Court has determined that approval of the Settlement will bestow a substantial economic benefit on the Settlement Class (including the ability to elect how their royalties are calculated in the future), result in substantial savings in time and money to the litigants and the Court, further the interests of justice, and is the product of good-faith arm's length negotiations between the Parties.

NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

17. The Settlement Agreement, including all of the terms defined therein including but not limited to the definition of "Settled Claims," is incorporated herein.

18. This Court has jurisdiction over the subject matter of the Actions and over all parties to the Actions, including all Settlement Class Members.

19. Pursuant to Federal Rule of Civil Procedure No. 23, this Court hereby affirms its determinations in the Preliminary Approval Order and finally certifies for purposes of settlement only, the Settlement Class as defined in Paragraph 8 above.

20. For purposes of settlement only, the Court hereby affirms its determinations in the Preliminary Approval Order and finds that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the Settlement Class Members are so numerous that joinder of all Settlement Class Members in these class Actions is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual question; (c) the claims of Plaintiffs are typical of the claims of the Class; (d) Plaintiffs and their counsel have fairly and adequately represented and protected the interests of the Settlement Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the Settlement Class Members in individually controlling the prosecution of the separate actions, (ii) the extent and nature of any litigation concerning the controversy already commenced by Settlement Class Members, (iii) the desirability or undesirability of concentrating the litigation of these claims in this particular forum, and (iv) the difficulties likely to be encountered in the management of the class Actions.

21. Pursuant to Federal Rule of Civil Procedure No. 23, this Court hereby approves the Settlement set forth in the Settlement Agreement and finds that it is, in all respects, fair, reasonable, and adequate to the Settlement Class. Therefore, the Settlement is approved in all respects, shall be binding upon, and inure to the benefit of Plaintiffs, the Settlement Class Members, and Defendant Releasees.

22. Accordingly, the Court authorizes and directs implementation of the terms and provisions of the Settlement Agreement. The Court hereby dismisses with prejudice and without costs, the Actions and all claims contained therein and all of the Settled Claims as against the Defendant Releasees, except as and to the extent provided in the Settlement Agreement and herein.

23. As provided in the Settlement Agreement, upon the Effective Date, Plaintiffs and each Settlement Class Member, and anyone claiming through or on behalf of any of them, including, but not limited to, their predecessors, agents, officers, directors, shareholders, employees, consultants, joint venturers, partners, members, legal representatives, representatives, attorneys, affiliates, heirs, executors, administrators, successors, and assigns, shall be deemed to have, and by operation of this Order and Judgment shall have, fully, finally, and forever waived, released, relinquished, and discharged all Settled Claims (including, without limitation, unknown claims) against the Defendant Releasees, except that claims

relating to the enforcement of the Settlement shall not be released. This release also covers, without limitation, any and all claims for Attorneys' Fees, Incentive Award Payments, costs or disbursements incurred by Class Counsel, by any other counsel representing Plaintiffs or Settlement Class Members, by Plaintiffs, or by Settlement Class Members in connection with or related in any manner to the Actions, the administration of the Settlement, the implementation of the Settlement, and/or Settled Claims, except to the extent otherwise specified in the Settlement Agreement.

24. Upon the Effective Date, Plaintiffs and the Settlement Class Members, and anyone claiming through or on behalf of any of them, including, but not limited to, their predecessors, agents, officers, directors, shareholders, employees, consultants, joint venturers, partners, members, legal representatives, representatives, attorneys, affiliates, heirs, executors, administrators, successors, and assigns, are forever barred and enjoined from commencing, instituting, asserting, maintaining, enforcing, prosecuting, or continuing to prosecute any action or proceeding in any forum (including, but not limited to, any state or federal court of law or equity, any arbitral forum, any tribunal, administrative forum, or the court of any foreign jurisdiction, or any other forum of any kind), any of the Settled Claims against any or all of the Defendant Releasees, except that claims relating to the

enforcement of the Settlement Agreement shall not be released. For avoidance of doubt, upon the Effective Date, no person or entity may seek to recover from the Defendant Releasees on the basis of a Settled Claim on behalf of, in the name of, or to the benefit of a Settlement Class Member.

25. The terms of the Settlement Agreement and of this Order and Judgment shall be forever binding on Plaintiffs, all Settlement Class Members, and Defendant Releasees, as well as their respective, predecessors, heirs, successors, assigns, executors, and administrators.

26. Chesapeake shall provide notice to Settlement Class Members of their option to modify the manner in which their royalties are calculated pursuant to Paragraph 6 of the Settlement Agreement within 30 days of the Effective Date.

27. To the extent a Settlement Class Member elects to receive royalties that are calculated based upon an identified index price going forward pursuant to Paragraph 6.2 of the Settlement Agreement, such an election and this Judgment shall modify how Chesapeake calculates and pays Royalties on Chesapeake's share of production and how Chesapeake pays Royalties on behalf of any other person or entity holding a lessee/working interest under a Pennsylvania Lease, but will not modify how any other entity calculates and/or pays Royalties pursuant to the Pennsylvania Leases. Such an election will take effect no more than 180 days after

the Effective Date of the Settlement Agreement.

28. The Court has reviewed and finds to be reasonable the Plan of Administration attached as Exhibit C to the Settlement Agreement. The Settlement Administrator shall calculate and disburse Distribution Funds in accordance with the Plan of Administration.

29. Chesapeake shall deposit the Settlement Funds with the Settlement Administrator within ten (10) business days of this Order.

30. The Settlement Administrator shall maintain the Settlement Funds in accordance with the requirements set forth in the Settlement Agreement, including those terms set forth in the Plan of Administration. No Defendant Releasee shall have any liability, obligation, or responsibility whatsoever for the administration of the Settlement Agreement, except that Chesapeake shall pay \$50,000 in administration costs, as set forth in the Settlement Agreement.

31. A separate order shall be entered regarding Class Counsel's motion for attorneys' fees and expenses as allowed by the Court. Any order entered regarding any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

32. Neither this Order and Judgment, the Settlement Agreement, nor any of their terms or provisions, nor any of the negotiations, discussions, proceedings

connected thereto, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any of the allegations in the Actions or of the validity of any Settled Claim, or of any wrongdoing or liability of the Defendant Releasees; or (b) is, or shall be deemed to be, or shall be used as an admission of any fault or omission of any Defendant Releasee in any statement, release, or written documents issued, filed, or made; or (c) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Defendant Releasee in any civil, criminal, or administrative proceeding in any court, arbitration proceeding, administrative agency, or forum or tribunal in which the Defendant Releasee is or becomes a party; or (d) is, or shall be deemed to be, or shall be used as an admission that the Settled Claims may proceed in any manner other than in arbitration on an individualized basis. The Defendant Releasees and their respective counsel may file the Settlement Agreement and/or this Judgment in any action that may be brought against them in order to support a defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The parties may file the Settlement Agreement and/or this Judgment in any proceedings that may be necessary to

consummate or enforce the Settlement Agreement or the Judgment.

33. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing exclusive jurisdiction over: (a) implementation of this Settlement and the distribution of the Settlement Funds, including interest earned thereon; (b) disposition of the Settlement Funds; (c) hearing and determining applications for attorneys' fees and expenses and interest in the Actions; (d) the parties hereto for the purpose of construing, enforcing, and administering the Settlement; and (e) other matters related to or ancillary to the foregoing.

34. The Court finds that during the course of the Actions, the parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

35. In the event that the Effective Date does not occur for any reason, this Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void in accordance with the Settlement Agreement.

36. Nothing set forth in this Judgment shall be construed to modify or limit the terms of the Settlement Agreement, but rather, the Settlement Agreement and this Judgment are to be construed together as one Settlement between the Parties and

the Settlement Class Members.

37. Without further approval from the Court, the parties are hereby authorized to agree and to adopt such amendments or modifications of the Settlement Agreement or any exhibits attached thereto to effectuate the Settlement that: (i) are not materially inconsistent with this Order and Judgment; and (ii) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

38. The Court directs immediate entry of this Judgment by the Clerk of the Court.

IT IS SO ORDERED.

Dated: _____

THE HONORABLE MALACHY E. MANNION
UNITED STATES DISTRICT JUDGE

EXHIBIT B

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

JAMES L. BROWN and ALICE R. BROWN,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

ACCESS MIDSTREAM PARTNERS, L.P.,
CHESAPEAKE ENERGY CORP., and
DOMENIC J. DELL'OSSO, JR.,

Defendants.

Case No. 3:14-cv-00591

(Judge Mannion)

THE SUESSENBACH FAMILY LIMITED
PARTNERSHIP, JAMES S. SUESSENBACH,
and GINA M. SUESSENBACH, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

ACCESS MIDSTREAM PARTNERS, L.P., and
CHESAPEAKE ENERGY CORPORATION,

Defendants.

Case No. 3:14-cv-01197

(Judge Mannion)

PLAN OF ADMINISTRATION AND DISTRIBUTION

1. Plan of Allocation

- a. The aggregate amount of funds available for distribution to the Settlement Class Members ("Distribution Funds") will be determined by subtracting from the Settlement Funds any Administrative Costs over the \$50,000 separately advanced

by Chesapeake and any award of Attorneys' Fees, Litigation Expenses, or Incentive Payments that the Court may grant to Plaintiffs, Class Members, or Class Counsel.

- b. Each Settlement Class Member's allocated share of the Distribution Funds will be calculated in a two-step process. First, the total amount of Distribution Funds will be divided by the total amount of Royalty deductions for Post-Production Costs that Chesapeake has taken from each Settlement Class Member under Pennsylvania Lease(s) up to the Effective Date of the Settlement Agreement. Second, that percentage will then be multiplied by the total amount of royalty deductions for Post-Production Costs taken by Chesapeake under each Settlement Class Member's Pennsylvania Lease(s), during that Settlement Class Member's term as lessor, up to the Effective Date of the Settlement Agreement to determine each Settling Class Member's allocated share of the Distribution Funds.
- c. Calculation of each Settlement Class Member's allocated share of the Distribution Funds shall be based upon Chesapeake's accounting records that identify the lessors to whom royalties were paid up to the Effective Date of the Settlement Agreement. Claims between or among Settlement Class Members as to their respective entitlements to Distribution Funds under a given Pennsylvania Lease shall be resolved by and among such Settlement Class Members. Chesapeake shall have no obligation or responsibility to address or resolve any such disputes, and no payment obligation beyond the distribution required by paragraph 1.b of this Plan of Administration and Distribution.
- d. Chesapeake will be entitled to any portion of the Distribution Funds that is attributable to those lessors who have opted out of the Settlement Class. Any other unclaimed portion of the Distribution Funds that remains after payment has been made to the Settlement Class Members shall be distributed as ordered by the Court, to the extent permissible under applicable law.
- e. The Settlement affects only Chesapeake and does not affect how any other entity calculates and/or pays Royalties.
- f. In order to obtain payment, the Settlement Class Member must endorse a distribution check bearing a legend substantially in the form attached hereto as Exhibit 1. By endorsing a distribution check bearing such legend, the payee further acknowledges the release of Defendant Releasees in accordance with the Court-approved Settlement and his, her, or its acceptance of all other provisions of the Court-approved Settlement.

2. Heirship Notification Form Some persons included in the Settlement Class definition may now be deceased ("Deceased Class Members"). In order to assist the Settlement Administrator in the allocation and distribution of funds attributable to the interests of Deceased Class Members, the Settlement Notice mailed to Settlement Class Members will be accompanied by an Heirship/Beneficiary Information Form ("Heirship Form"), which will be substantially in

the form of the document attached hereto as Exhibit 2. If a Settlement Class Member believes that he or she is entitled to receive all, or some portion, of the funds allocable to a Deceased Class Member under the Plan of Administration, then the Settlement Class Member will be requested, but not required, to mail to the Settlement Administrator a completed Heirship Form containing the information and documents requested therein.

The provision of an Heirship Form will be requested as an aid to the Settlement Administrator in the distribution of the Settlement Funds, but shall not constitute a required proof of claim form, nor be a condition precedent to the allocation and distribution of settlement monies attributable to a Deceased Class Member's interests. In the absence of an Heirship Form, the Settlement Administrator may, but will not be required to, review records in Chesapeake's possession, including division orders, transfer orders, probate records, payment records, and like documents, and reasonably attempt to allocate and distribute Settlement Funds attributable to a Deceased Class Member's interest to the person, or persons, who received royalty payments from Chesapeake as a successor-in-interest to the Deceased Class Member in the ordinary course of business. The Settlement Administrator may also allocate and distribute Settlement Funds attributable to a Deceased Class Member's interests to the estate of the Deceased Class Member, with any such payment to be sent to such mailing address as may be readily ascertainable by the Settlement Administrator.

To the extent a Settlement Class Member is an entity, such as a family limited partnership, that is no longer in existence, such a Settlement Class Member's share of the Distribution Funds shall be distributed to the successor(s) in interest to that entity based on Chesapeake's records.

3. Distribution of Settlement Proceeds

- a. Within sixty (60) days after the Effective Date, the Settlement Administrator shall make a determination as to the amounts owed to each Settlement Class Member and shall issue checks to each Settlement Class Member to whom a payment is owed. Chesapeake shall provide data pertaining to Settlement Class Members' historic Royalty deductions for Post-Production Costs within thirty (30) days of the Effective Date.
- b. The amount of money to be disbursed to each Settlement Class Member will be the Settlement Class Member's allocated share of the Distribution Funds as calculated in accordance with the Plan of Administration.

4. Disputed Claims Any dispute between persons who are, or who purport to be, Settlement Class Members concerning the distribution of a portion of the Distribution Funds shall be resolved by and among such Settlement Class Members. Chesapeake shall have no obligation or responsibility to address or resolve any such disputes, and no payment obligation beyond the distribution required by paragraph 1.b of this Plan of Administration and Distribution. Such dispute shall not in any way affect, delay, or interfere with, the approval of the settlement or any distribution to any persons not involved in the dispute, including any distribution to other Settlement Class Members or Class Counsel.

5. Claims Based Upon Distributions No Settlement Class Member shall have any claim against the Class Representatives, Class Counsel, the Settlement Administrator, or Defendant

Releasees based upon distributions made substantially in accordance with the Settlement Agreement, the Plan of Administration and Distribution, or orders of the Court, or in good faith reliance on any public records or records provided by Chesapeake or any other person or entity.

6. Final Report of Distribution by Settlement Administrator Within sixty (60) days after completing full distribution of the Distribution Funds, unless otherwise ordered by the Court, the Settlement Administrator shall file with the Court a Final Report (together with a proposed order approving such report and discharging the Settlement Administrator) indicating that the Distribution Funds have been distributed in accordance with the terms of the Settlement Agreement and the Court's prior orders.

7. Settlement Administrator As used herein and in the exhibits hereto, the term "Settlement Administrator" means any person approved by Class Counsel and Chesapeake's Counsel to administer the Settlement in accordance with the Settlement Agreement, Final Judgment, and this Plan of Administration and Distribution.

8. Definitions All terms defined in the Settlement Agreement shall have the same meaning when used in this Plan of Administration and Distribution except as otherwise specified herein.

EXHIBIT 1

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

JAMES L. BROWN and ALICE R. BROWN,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

ACCESS MIDSTREAM PARTNERS, L.P.,
CHESAPEAKE ENERGY CORP., and
DOMENIC J. DELL'OSSO, JR.,

Defendants.

Case No. 3:14-cv-00591

(Judge Mannion)

THE SUESSENBACH FAMILY LIMITED
PARTNERSHIP, JAMES S. SUESSENBACH,
and GINA M. SUESSENBACH, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

ACCESS MIDSTREAM PARTNERS, L.P., and
CHESAPEAKE ENERGY CORPORATION,

Defendants.

Case No. 3:14-cv-01197

(Judge Mannion)

CLASS ACTION SETTLEMENT
RATIFICATION OF SETTLEMENT AGREEMENT AND RELEASE
TO BE INCLUDED ON ENDORSEMENT TO DISTRIBUTION CHECKS

By endorsing and/or presenting this check for payment, each payee ratifies the Class Action Settlement Agreement and individually, and for his/her successors and assigns, waives, relinquishes and releases the Settled Claims of such payee against the Defendant Releasees, as and to the same extent as set forth in the Class Action Settlement Agreement approved by the Court in *James L. Brown, et al. v. Access Midstream Partners, L.P., et al.*, Civil Action No. 3:14-cv-591 and *The Suessenbach Family Limited Partnership, et al. v. Access Midstream Partners, L.P., et al.*, Civil Action No. 3:14-cv-1197, in the United State District Court for the Middle District of Pennsylvania.

EXHIBIT 2

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

THE SUESSENBACH FAMILY LIMITED
PARTNERSHIP, JAMES S. SUESSENBACH,
and GINA M. SUESSENBACH, on behalf of
themselves and all others similar situated,

Plaintiffs,

v.

ACCESS MIDSTREAM PARTNERS, L.P.
and CHESAPEAKE ENERGY CORP.

Defendants.

No. 3:14-cv-001197- MEM

JAMES L. BROWN and ALICE R. BROWN,
on behalf of themselves and all others similar
situated,

Plaintiffs,

v.

ACCESS MIDSTREAM PARTNERS, L.P.,
CHESAPEAKE ENERGY CORP., and
DOMENIC J. DELL'OSSO, JR.,

Defendants.

No. 3:14-cv-00591-MEM

**CLASS ACTION SETTLEMENT
HEIRSHIP/BENEFICIARY INFORMATION FORM**

The information in this form is solicited to assist the Settlement Administrator in the allocation and distribution of monies attributable to the interests of persons included in the Settlement Class definition who are now deceased ("Deceased Class Members"). If you are an heir or beneficiary of a Deceased Class Member and thereby believe you are entitled to receive all, or some portion, of the Distribution Funds allocable to a Deceased Class Member under the Settlement Agreement's Plan of Administration and Distribution, then you are requested to provide the information set forth below. Please sign, notarize and mail the completed form in a postage-prepaid envelope, to the Settlement Administrator listed below, postmarked no later than _____, 2018.

You should send your completed form to:

Administrator Address

If you have any questions about this form, please write the Settlement Administrator at the address above, email the Settlement Administrator at [email address], or call the Settlement Administrator at [N-NNN-NNN-NNNN]. Additional blank forms are available for download at [settlement website].

The Heirship Form is requested as an aid to the Settlement Administrator in the distribution of the Distribution Funds, but shall not constitute a required proof of claim form. In the absence of an Heirship Form, the Settlement Administrator may, but is not required to review records in Chesapeake's possession, including division orders, transfer orders, probate records, payment records, and like documents, in an attempt to reasonably allocate and distribute Distribution Funds attributable to a Deceased Class Member's interests, to the person, or persons, who received Royalty payments from Chesapeake as a successor-in-interest to the Deceased Class Member in the ordinary course of business. The Settlement Administrator may also allocate and distribute Distribution Funds attributable to a Deceased Class Member's interests to the estate of the Deceased Class Member, with any such payment to be made payable to the estate of the Deceased Class Member and sent to such mailing address for the estate as may be readily ascertainable by the Settlement Administrator.

Requested Information

A. Provide the following information about the person submitting this form:

1. Current Name:

2. Any different name under which you may have received gas royalty payments from Chesapeake:

3. Current
Address

Address 1:

Address 2:

City: _____ State: _____ Zip: _____

4. Current Telephone Number (____) _____ - _____

B. Provide the following information about the Deceased Class Member to whom this Heirship Form pertains:

1. Name:

2. The approximate date of the Deceased Class Member's death: _____ / _____ / _____

3. Identify each oil and gas lease number under which the Deceased Class Member received royalty payments on gas produced by Chesapeake (if you know).

Lease: _____	Lease: _____
Lease: _____	Lease: _____
Lease: _____	Lease: _____
Lease: _____	Lease: _____

C. List the name and address of each person and/or entity who is an heir or beneficiary of the Deceased Class Member and succeeded to the Deceased Class Member's mineral or royalty interests and specify the fractional share (e.g., 1/2, 1/3, etc.) of the Deceased Class Member's interests to which each such person or entity succeeded:

Name: _____	Percentage: _____
Name: _____	Percentage: _____
Name: _____	Percentage: _____
Name: _____	Percentage: _____
Name: _____	Percentage: _____

D. Attach copies of documentation, such as probate documents, transfer orders, division orders, and like documents, which evidence that the undersigned and the persons identified in paragraph C, above, succeeded to the Deceased Class Member's interests.

Your signature on this Heirship Form constitutes a representation that the information contained in this form and the documents provided with the form, are true and correct, to the best of your knowledge, information, or belief.

Date

Signature

State of _____

County of _____

On _____, _____, before me, a Notary Public in and for said County, personally appeared

_____, who acknowledged that he/she/they did sign the foregoing document and that it is their act and deed.

My commission expires _____

Signature / Notary Public _____

Name / Notary Public _____

EXHIBIT C

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

THE SUESSENBACH FAMILY
LIMITED PARTNERSHIP, JAMES S.
SUESSENBACH, and GINA M.
SUESSENBACH, on behalf of
themselves and all others similar
situated,

Plaintiffs,

v.

ACCESS MIDSTREAM PARTNERS,
L.P. and CHESAPEAKE ENERGY
CORP.,

Defendants.

No. 3:14-cv-001197- MEM

JAMES L. BROWN and ALICE R.
BROWN, on behalf of themselves and
all others similar situated,

Plaintiffs,

v.

ACCESS MIDSTREAM PARTNERS,
L.P., CHESAPEAKE ENERGY
CORP., and DOMENIC J.
DELL'OSSO, JR.,

Defendants.

No. 3:14-cv-00591-MEM

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, PRELIMINARILY CERTIFYING A CLASS FOR SETTLEMENT
PURPOSES, APPROVING FORM AND MANNER OF CLASS NOTICE, AND
SETTING DATE FOR FINAL APPROVAL HEARING ON FINAL
APPROVAL OF SETTLEMENT**

These actions, *Brown v. Access Midstream Partners, L.P., et al.*, Case No. 3:14-cv-00591-MEM, and *The Suessenbach Family Limited Partnership v. Access Midstream Partners, L.P.*, Case No. 3:14-cv-01197-MEM, that are pending in United States District Court for the Middle District of Pennsylvania (together, the “Actions”), involve claims for alleged violations of the Racketeer Influenced and Corrupt Organizations Act (“RICO), 18 U.S.C. §§ 1961-1968, and state law claims for unjust enrichment, conversion, and civil conspiracy. The terms of the Settlement are set out in the Settlement Agreement fully executed as of August 9, 2018 (the “Settlement Agreement”), by counsel on behalf of the Plaintiffs and Defendant Chesapeake Energy Corporation (“Chesapeake”).

Pursuant to the Plaintiffs’ Motion for Preliminary Approval filed on August 9, 2018, the Court preliminarily considered the Settlement to determine, among other things, whether the Settlement is sufficient to warrant the issuance of notice to members of the proposed Settlement Class. Upon reviewing the Settlement Agreement and the matter having come before the Court at the _____, 2018 hearing, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. **Settlement Class Findings** – Solely for the purposes of the Settlement, the Court preliminarily finds that the requirements of the Federal Rules of Civil Procedure, the United States Constitution, the Rules of this Court and any other applicable law have been met as to the Settlement Class defined below, in that:

a) The Court preliminarily finds, for purposes of settlement only, that, as required by FED. R. CIV. P. 23(a)(1), the Settlement Class is ascertainable from records maintained by Chesapeake and from other objective criteria, and the members of the Settlement Class are so numerous that their joinder before the Court would be impracticable.

b) The Court preliminarily finds, for purposes of settlement only, that, as required by FED. R. CIV. P. 23(a)(2), there are one or more questions of fact and/or law common to the Settlement Class.

c) The Court preliminarily finds, for purposes of settlement only, that, as required by FED. R. CIV. P. 23(a)(3), the claims of the Plaintiffs are typical of the claims of the Settlement Class.

d) The Court preliminarily finds, for purposes of settlement only, that, as required by FED. R. CIV. P. 23(a)(4), the Plaintiffs will fairly and adequately protect the interests of the Settlement Class in that: (i) the interests of the Plaintiffs and the nature of their alleged claims are consistent with those of the members of the Settlement Class; and (ii) there appear to be no conflicts between or among the Plaintiffs and the Settlement Class.

e) The Court preliminarily finds, for purposes of settlement only, that, as required by FED. R. CIV. P. 23(b)(1), the prosecution of separate actions by individual members of the Settlement Class would create a risk of: (i) inconsistent or varying adjudications as to individual Settlement Class members that would establish incompatible standards of conduct for the parties opposing the claims asserted in these Actions; and/or (ii) adjudications as to individual Settlement Class members that, as a practical matter, would be dispositive of the interest of the other members not parties to the individual adjudications, or substantially impair or impede the ability of such persons to protect their interests.

f) The Court preliminarily finds, for purposes of settlement only, that, as required by FED. R. CIV. P. 23(g), Class Counsel is capable of fairly and adequately representing the interests of the Settlement Class, in that Class Counsel: (i) have done appropriate work

identifying or investigating potential claims in the Actions; (ii) are experienced in handling class actions; and (iii) have committed the necessary resources to represent the Settlement Class.

2. **Class Certification** – The Court, in conducting the settlement approval process required by FED. R. CIV. P. 23, preliminarily certifies solely for purposes of settlement the following class under FED. R. CIV. P. 23(b)(1) (the “Settlement Class”):

All individuals and entities, including their predecessors and successors-in-interest, who are or have been lessor parties to one or more Pennsylvania Leases, to the extent of their interests in such Pennsylvania Leases.

“Pennsylvania Leases” has been defined to mean each and every oil and gas lease that (a) covers a leasehold located in Pennsylvania except for the portions of Southwestern Pennsylvania covered by the Gas Gathering Contract Cost of Service – South Marcellus, (b) does not contain a Market Enhancement Clause, and (c) is or has been owned, in whole or in part, by Chesapeake Appalachia, L.L.C. as a lessee, according to the business records maintained by Chesapeake. Pennsylvania Leases does not include any lease Chesapeake Appalachia, L.L.C. owned in whole or in part as a lessee, but in which Chesapeake Appalachia, L.L.C. is not a lessee as of the date the Preliminary Approval Order and for which no Gas was produced during the time that Chesapeake Appalachia, L.L.C. was a lessee.

Preliminary certification of a preliminary Settlement Class pursuant to the terms of the Settlement Agreement shall not constitute and does not constitute, and shall not be construed or used as, an admission, concession, or declaration by or against Defendants that (except for the purposes of the Settlement) these Actions or any other action is appropriate for class treatment under FED. R. CIV. P. 23, or any similar federal or state class action statute or rule, for litigation purposes.

3. **Appointments** – The Court preliminarily appoints (a) James, L. Brown, Alice R. Brown, The Suessenbach Family Limited Partnership, James S. Suessenbach, and Gina M. Suessenbach (“Plaintiffs”) as the representatives for the Settlement Class; and (b) Peter A. Muhic, Robert D. Schaub, Noah Axler, Michael D. Donovan, and Robert E. McCann, and their respective firms (“Class Counsel”) as counsel for the Settlement Class. The Court hereby approves the

retention of Epiq Class Action & Claims Solutions, Inc. to perform the duties of the Settlement Administrator set forth in the Settlement Agreement. The Settlement Administrator shall be exclusively responsible for overseeing the distribution of the Settlement Funds to the Settlement Class Members in accordance with the Plan of Administration and Distribution (“Plan of Administration”) based on the calculations of the Settlement Administrator; and (2) shall be responsible for directing the Settlement Administrator to take reasonable steps to properly allocate the Settlement Funds to the Settlement Class Members.

4. **Preliminary Findings Regarding Proposed Settlement** – The Court preliminarily finds that (a) the proposed Settlement resulted from extensive arm’s-length negotiations with the assistance of an experienced mediator, (b) the Settlement Agreement was executed only after Class Counsel had conducted appropriate investigation and discovery regarding the strengths and weaknesses of Plaintiffs’ claims, (c) Class Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate, and (d) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement to the Settlement Class. Having considered the essential terms of the Settlement Agreement under the recommended standards for preliminary approval of settlements as set forth in relevant jurisprudence, the Court finds that those whose claims would be settled, compromised, dismissed, and/or released pursuant to the Settlement should be given notice and an opportunity to be heard regarding final approval of the Settlement and other matters.

5. **Final Approval Hearing** – A hearing is scheduled for _____, 2018 at _____.m. (the “Final Approval Hearing”) to determine, among other things:

! Whether the Settlement merits final approval as fair, reasonable, and adequate;

- ! Whether the Actions should be dismissed with prejudice pursuant to the terms of the Settlement;
- ! Whether the notice plan proposed by the Parties and preliminarily approved herein, (a) constitutes the best practicable notice, (b) constitutes notice reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the Final Approval Hearing, (c) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to notice, and (d) meets all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;
- ! Whether Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement;
- ! Whether the proposed Plan of Administration should be approved; and
- ! Whether the application for Attorneys' Fees and reimbursement of Litigation Expenses and Incentive Award Payments to the Plaintiffs are fair and reasonable and should be approved.

6. **Class Notice** – Plaintiffs have presented to the Court a proposed form of Class Notice, appended to the Settlement Agreement as Exhibit A. The Court finds that such form fairly and adequately: (a) describes the terms and effects of the Settlement Agreement, the Settlement, and the Plan of Administration; (b) notifies the Settlement Class that Class Counsel will seek Attorneys' Fees and reimbursement of Litigation Expenses from the Settlement Funds, and for an Incentive Award Payment of up to \$10,000 for each of the Plaintiffs for their services in such capacity; (c) gives notice to the Settlement Class of the time and place of the Final Approval

Hearing; (d) describes how the recipients of the Class Notice may object to any of the relief requested; (e) describes how a Settlement Class Member may file a request for exclusion from the Settlement. The Plaintiffs have proposed the following manner of communicating the notice to members of the Settlement Class, and the Court finds that such proposed manner is the best notice practicable under the circumstances. Accordingly, the Court directs that Class Counsel shall:

! By no later than _____, 2018, cause the Class Notice, with such non-substantive modifications thereto as may be agreed upon by the Parties, to be provided by first-class mail, postage prepaid, to the last known address of each member of the Settlement Class who can be identified by reasonable effort.

! By no later than _____, 2018, cause the Class Notice to be published on the website identified in the Class Notice, www.XXXXXXXXXX.com, which will also host and make available copies of all Settlement-related documents, including the Settlement Agreement.

7. **CAFA Notice** – The form of notice (“CAFA Notice”) and notice procedures proposed by Defendants pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711, et seq. (“CAFA”) comply with the requirements of CAFA and are hereby approved. Defendants shall mail the CAFA Notice no later than _____, 2018.

8. **Petition for Attorneys’ Fees, Reimbursement of Litigation Expenses and Incentive Award Payments to the Plaintiffs** – Any petition by Class Counsel for Attorneys’ Fees, Litigation Expenses and Incentive Award Payments to the Plaintiffs, and all briefs in support thereof, shall be filed no later than _____, 2018.

9. **Briefs in Support of Final Approval of the Settlement** – Briefs and other documents in support of final approval of the Settlement shall be filed no later than _____, 2018.

10. **Objections to Settlement** – Any member of the Settlement Class or authorized recipient of the CAFA Notice may file an Objection to the fairness, reasonableness, or adequacy of the Settlement, to any term of the Settlement Agreement, to the Plan of Administration, to the proposed award of Attorneys’ Fees and reimbursement of Litigation Expenses, or to the request for an Incentive Award Payments for the Plaintiffs. An objector must file with the Court a statement of his, her, or its Objection(s), specifying the reason(s), for each such Objection made, including any legal support and/or evidence that the objector wishes to bring to the Court’s attention or introduce in support of the Objection(s). Any objector who files an Objection to the Settlement must also mail copies of the Objection and any supporting law and/or evidence to Class Counsel and to counsel for the Defendants. The address for filing Objections with the Court and serving objections on counsel are as follows:

For Filing:

Clerk of the Court
United States District Court, Middle District of Pennsylvania
United States Courthouse
235 N. Washington Ave.
Scranton, PA 18503

Re: *Brown v. Access Midstream Partners, L.P., et al.*, Case No. 3:14-cv-00591-MEM; and

The Suessenbach Family Limited Partnership v. Access Midstream Partners, L.P.,
Case No. 3:14-cv-01197-MEM

To Class Counsel:

Peter A. Muhic
Kessler Topaz Meltzer & Check LLP
280 King of Prussia Road
Radnor, PA 19087

Michael D. Donovan
Donovan Litigation Group, LLC
15 Saint Asaphs Rd.
Bala Cynwyd, PA 19004

To Defendants' Counsel:

Seamus C. Duffy
Akin Gump Straus Hauer & Feld LLP
Two Commerce Square
2001 Market Street, Suite 4100
Philadelphia PA 19103

Any objector or his, her, or its counsel (if any and retained at the objector's expense) must file the Objection and supporting materials with the Court no later than _____, 2018, and any objector must serve copies of the Objection (together with any supporting materials) on counsel listed above so that such Objection is postmarked no later than _____, 2018. Service on counsel may be effected by email, but service on the Court must be by first class mail. If an objector hires an attorney to represent him, her, or it for the purposes of making an objection pursuant to this paragraph, the attorney must file the notice of appearance with the Court postmarked no later than _____, 2018 and also serve the notice of appearance on counsel listed above so that it is postmarked no later than _____, 2018. Any objector who does not timely submit a written Objection complying with the terms of this paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement, and any untimely Objection shall be barred. Any responses to Objections shall be filed with Court and served on opposing counsel no later than _____. There shall be no reply briefs.

11. Any additional briefs the Parties may wish to file in support of the Settlement shall be filed no later than _____.

12. **Appearance at Final Approval Hearing** – Any objector who files and serves a timely, written Objection in accordance with paragraph 10 above may also appear at the Fairness Hearing either in person or through qualified counsel retained at the objector’s expense. Objectors or their attorneys intending to appear at the Final Approval Hearing must file a notice of intention to appear (and, if applicable, the name, address, and telephone number of the objector’s attorney) with the Court by no later than _____, 2018. Any objector who does not timely submit a notice of intention to appear in accordance with this paragraph shall not be permitted to appear at the Final Approval Hearing, except for good cause shown.

13. **Administrative Costs** – Chesapeake shall be obligated to pay Administrative Costs up to \$50,000 (Fifty Thousand U.S. Dollars). Administrative Costs in excess of \$50,000, if any, shall be paid from the Settlement Funds.

14. **Service of Papers** – Defendants’ counsel and Class Counsel shall promptly furnish each other with copies of any and all Objections to the Settlement that come into their possession.

15. **Termination of Settlement** – If the Settlement Terminates in accordance with the terms of the Settlement Agreement, this Order shall become null and void, ab initio, and shall be without prejudice to the rights of the Parties, all of whom shall revert to their positions as of the day immediately before the Settlement Agreement execution date.

16. **Use of Order** – This Order is not admissible as evidence for any purpose against Defendants in any pending or future litigation. This Order shall not be construed or used as an admission, concession, or declaration by or against Defendants of any finding of fiduciary status, fault, wrongdoing, breach, or liability. This Order shall not be construed or used as an admission,

concession, or declaration by or against Plaintiffs or the Settlement Class that their claims lack merit, or that the relief requested in the Actions is inappropriate, improper, or unavailable. This Order shall not be construed or used as an admission, concession, declaration, or waiver by any Party of any arguments, defenses, or claims he, she, or it may have, including, but not limited to, any objections by Defendants to class certification, in the event that the Settlement Agreement Terminates. Moreover, the Settlement Agreement and any proceedings taken pursuant to the Settlement Agreement are for settlement purposes only. Neither the fact of, nor any provision contained in, the Settlement Agreement or its exhibits, nor any actions taken thereunder shall be construed as, offered into evidence as, received in evidence as, and/or deemed to be evidence of a presumption, concession, or admission of any kind as to the truth of any fact alleged or validity of any defense that has been, could have been, or in the future might be asserted.

17. **Jurisdiction** – The Court hereby retains jurisdiction for purposes of implementing the Settlement, and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the Settlement as may from time to time be appropriate, and to resolve any and all disputes arising thereunder.

18. **Continuance of Final Approval Hearing** – The Court reserves the right to continue the Final Approval Hearing without further written notice.

SO ORDERED this ____ day of _____, 2018.

HON. MALACHY E. MANNION
UNITED STATES DISTRICT JUDGE

EXHIBIT D

EXHIBIT D - NOTICE OF PROPOSED SETTLEMENT
OF CLASS ACTION

There is a Proposed Settlement of two class actions brought against Chesapeake Energy Corporation, Access Midstream Partners, L.P. (“Access”) (currently known as Williams Partners, L.P.), and Domenic J. Dell’Osso, Jr. on behalf of certain royalty owners.

If you receive royalty payments from Chesapeake, you may be able to obtain benefits.

A court authorized this Notice. This is NOT a solicitation from a lawyer.

A Proposed Settlement has been reached in two lawsuits against Chesapeake, Access, and Domenic J. Dell’Osso, Jr. (collectively, the “Defendants”). The lawsuits allege that Chesapeake underpaid natural gas royalties by deducting inflated Post-Production Costs from royalties. They allege that Chesapeake and Access engaged in a purported scheme to charge landowners artificially inflated and supra-competitive rates for certain post-production services, among other allegations. The Defendants deny these allegations and intend to oppose such allegations in the absence of this Proposed Settlement. Chesapeake enters into this Proposed Settlement in an effort to further its relationship with its lessors and resolve the claims alleged for the benefit of all Defendants.

You are a member of the Settlement Class if you fall within the Settlement Class definition described under Question 4, below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
REMAIN A SETTLEMENT CLASS MEMBER	<p>To remain a member of the Settlement Class, you do not need to take any action. Settlement Class Members will receive an automatic distribution of money from the Proposed Settlement and will subsequently have the option to change the way their royalties are calculated by Chesapeake going forward, as outlined in Question 5.</p> <p>Due Date: <u>Automatic (i.e., no action required by you)</u></p>
EXCLUDE YOURSELF FROM THE PROPOSED SETTLEMENT	<p>You can exclude yourself from (opt out of) the Proposed Settlement and not be bound by the Court’s rulings. You will also not share in the distribution of monetary relief or have the option offered by the Proposed Settlement to change the way your royalties are calculated by Chesapeake going forward. See Questions 8 and 9.</p>

For More Information, Call the Settlement Administrator at [Toll Free Number], or Visit [Website Address]

	Due Date: <u>Postmarked on or before</u> _____, 2018
OBJECT TO OR COMMENT ON THE PROPOSED SETTLEMENT	If you are a Settlement Class Member, you can object to or comment on the Proposed Settlement on your own or through your lawyer, by writing to the Court. You can also ask to appear and speak in Court about the fairness of the Proposed Settlement. See Question 14. Due Date: <u>Received on or before</u> _____, 2018

1. Why did I receive this Notice?

Records show that you (or someone in your family) have received and/or currently receive royalty payments from Chesapeake from a natural gas well(s) in Pennsylvania.

The Court sent you this Notice to inform you of a Proposed Settlement of two class action lawsuits styled *Brown v. Access Midstream Partners, L.P., et al.*, Case No. 3:14-cv-00591-MEM, and *The Suessenbach Family Limited Partnership v. Access Midstream Partners, L.P.*, Case No. 3:14-cv-01197-MEM, that are pending in United States District Court for the Middle District of Pennsylvania (together, the “Actions”). This Notice outlines the terms of the Proposed Settlement, and your rights and options.

Judge Malachy E. Mannion of the United States District Court for the Middle District of Pennsylvania is overseeing these Actions.

The persons who brought the Action are the “Plaintiffs” and the parties being sued are the “Defendants.”

The term “Chesapeake” in this Notice means Chesapeake Energy Corporation and its current and former subsidiaries and affiliates, predecessors in interest, successors in interest, and current or former officers, including, for the avoidance of doubt, Domenic J. Dell’Osso, Jr.

The term “Access” in this Notice means Access Midstream Partners, L.P. (currently known as Williams Partners, L.P.) and its current and former subsidiaries and affiliates, predecessors in interest, successors in interest, and current or former officers.

For More Information, Call the Settlement Administrator at [Toll Free Number], or Visit [Website Address]

The term “Royalty” or “Royalties” means the amount owed to a lessor by Chesapeake pursuant to an oil and gas lease (including any fractional interest therein).

2. What is this Lawsuit about?

Plaintiffs claim that Chesapeake underpaid Royalties relating to gas produced in Northeastern Pennsylvania by deducting inflated Post-Production Costs from royalties. (Post-Production Costs are costs for gathering, compressing, transporting, or dehydrating gas, which are incurred before the interconnect point of a Transmission Pipeline. Post-Production Costs do not include transportation costs incurred after gas has entered the interconnect point of a Transmission Pipeline, which is a large-diameter natural gas transmission or transportation pipeline.) Plaintiffs allege that Chesapeake and Access engaged in a purported scheme to charge landowners artificially inflated and supra-competitive rates for certain post-production services, among other allegations. Plaintiffs sought a declaration that Chesapeake and Access had behaved unlawfully, and also sought monetary damages and interest.

Chesapeake and Access deny Plaintiffs’ claims that the Post-Production Costs are or were inflated. Chesapeake further denies that its Royalty payment practices are or were improper and believes it paid Royalties consistent with the leases and Pennsylvania law.

More complete descriptions of the Actions are available in the file for each Action maintained by the United States District Court for the Middle District of Pennsylvania. Additionally, should you have questions regarding the Actions, such questions can be submitted to the Settlement Administrator at the address and phone number provided under Question 4 of this Notice. You can also find information about the Proposed Settlement at the settlement website: [insert website address].

3. How do I know if I am part of the Settlement Class?

The Settlement Class has been defined as all individuals and entities, including their predecessors and successors-in-interest, who are or have been lessor parties to one or more Pennsylvania Leases, to the extent of their interests in such Pennsylvania Leases. “Pennsylvania Leases” has been defined to mean each and every oil and gas lease that (a) covers a leasehold located in Pennsylvania except for the portions of Southwestern Pennsylvania covered by the Gas Gathering Contract Cost of Service

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– South Marcellus, (b) does not contain a Market Enhancement Clause, and (c) is or has been owned, in whole or in part, by Chesapeake Appalachia, L.L.C. as a lessee, according to the business records maintained by Chesapeake. Pennsylvania Leases does not include any lease Chesapeake Appalachia, L.L.C. owned in whole or in part as a lessee, but in which Chesapeake Appalachia, L.L.C. was not a lessee as of the date the Court preliminarily approved the Proposed Settlement and for which no Gas was produced during the time that Chesapeake Appalachia, L.L.C. was a lessee. Market Enhancement Clause has been defined as a Royalty payment clause or provision in an oil and gas lease that precludes the lessee from deducting Post-Production Costs incurred to transform leasehold gas into marketable form or make such gas ready for sale or use, but permits the lessee to deduct a pro-rata share of Post-Production Costs incurred after the gas is marketable or ready for sale or use. Natural gas leases containing a Market Enhancement Clause in which Chesapeake has an interest and which involve property in Pennsylvania are the subject of proceedings captioned *Demchak Partners Limited Partnership, et al. and Russel E. Burkett, et al. v. Chesapeake Appalachia, L.L.C.*, Case No. 3:13-cv-2289-MEM, United States District Court for the Middle District of Pennsylvania and are the subject of a separate proposed settlement.

The following individuals, groups, and entities are excluded from the Settlement Class:

- (a) Defendants;
- (b) any person or entity who owns a working interest in or operates a gas well in Pennsylvania;
- (c) any person or entity who receives royalty in kind pursuant to a Pennsylvania Lease;
- (d) the McNamara and McDonald Lessors;¹
- (e) any person or entity who has previously released Chesapeake from liability concerning or encompassing any or all claims that are the subject of the Lawsuit;
- (f) the federal government;

¹ The McNamara and McDonald Lessors are lessors with Pennsylvania Leases who, as of August 1, 2017, were represented by Thomas McNamara of Indik & McNamara PC and/or Dan McDonald of the McDonald Law Firm and continue to be represented by those attorneys.

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(g) legally-recognized Indian Tribes;

(h) the Commonwealth of Pennsylvania and its agencies, in their individual capacities only; and

(i) any person who serves as a judge in these Actions and his/her spouse.

Some persons included in the Settlement Class definition may be deceased (“Deceased Class Members”). In order to assist the Settlement Administrator in the allocation and distribution of monies attributable to the interests of Deceased Class Members, this Notice is accompanied by an Heirship/Beneficiary Information Form (“Heirship Form”). If a Settlement Class Member believes that he or she is entitled to receive all or some portion of the Distribution Funds allocable to a Deceased Class Member, then the Settlement Class Member is requested, but not required, to mail to the Settlement Administrator a completed Heirship Form.

Some corporations, partnerships, or other entities included in the Settlement Class definition may now be dissolved. If you have succeeded to the interest of such a dissolved corporation, partnership, or other entity, you should immediately contact the Settlement Administrator at the following address and/or telephone number:

Insert Settlement Administrator Info

If you are a Settlement Class Member and the Judge approves the Proposed Settlement, you will be bound by all orders and judgments of the Court and by the Court’s final resolution of the Settlement Class claims in the Actions. See Question 14 for information about your right to comment on or object to the Proposed Settlement.

4. How do I know if my lease is included in the proposed Settlement?

You are included in the Proposed Settlement if you fall within the Settlement Class definition under Question 3, above, and you are not excluded from the Settlement Class for any of the reasons described under Question 3, above.

If you have any questions about whether you are part of the Settlement Class, please contact the Settlement Administrator toll-free at NNN-NNN-NNNN.

Please do not contact the Court.

5. What does the Proposed Settlement provide?

For More Information, Call the Settlement Administrator at [Toll Free Number], or Visit [Website Address]

The Proposed Settlement has two parts. The first part addresses past deductions for Post-Production Costs. The second part addresses how Post-Production Costs will be treated by Chesapeake going forward.

To address prior deductions for Post-Production Costs, the Proposed Settlement will result in the creation of a \$7.75 million cash fund. From that cash fund, Distribution Funds will be identified and automatically distributed in accordance with a Plan of Administration and Distribution (“Plan of Administration”) approved by the Court. Distribution Funds will be distributed proportionately based on Settlement Class Members’ historic share of Post-Production Costs relative to other Settlement Class Members.

Distribution Funds will be identified by subtracting from the cash fund any (a) costs required to administer the Proposed Settlement that exceed the \$50,000 that Chesapeake Energy Corporation has agreed to pay separately; (b) the McNamara and McDonald Lessors’ proportional share of the cash fund based on historic Post-Production Costs; and (c) any award of Attorneys’ Fees, Litigation Expenses, or Incentive Award Payments that the Court may grant to Plaintiffs, Settlement Class Members, or Class Counsel. Further, Chesapeake Energy Corporation will be entitled to any portion of the Distribution Funds that is attributable to any Settlement Class Members who opt out of the Proposed Settlement.

After the Distribution Funds are paid to the Settlement Class Members, the second part of the Proposed Settlement will provide Settlement Class Members, who still own an interest in a producing lease, an option for how Chesapeake will account for Post-Production Costs in their royalties going forward. Such Settlement Class Members will be able to either (1) continue receiving royalties based on Chesapeake’s current methodology or (2) opt to be paid based on in-basin index price published by S&P Global Platts – an independent third-party. Specifically, under the second option, Settlement Class Members would be paid royalties based on Platts’s Tennessee Gas Pipeline Zone 4-300 Leg first-of-the-month index price without any deductions. If Platts ever stops publishing Tennessee Gas Pipeline Zone 4-300 Leg first-of-the-month index price, Chesapeake will propose a suitable alternative in-basin index that will be subject to approval by Class Counsel or the Court. Settlement Class Members who remain in the Proposed Settlement (i.e., choose not to opt-out) will receive a separate mailing explaining how they can make their election between these two options after certain specific events occur, including final approval of this Proposed Settlement. Settlement Class Members do not need to take any action to receive their portion of the Distribution Funds, but will need to

For More Information, Call the Settlement Administrator at [Toll Free Number], or Visit [Website Address]

complete a form that will be sent to them if they wish to change the way their royalties are paid going forward. Settlement Class Members who elect to receive royalties pursuant to Platts's Tennessee Gas Pipeline Zone 4-300 Leg first-of-the-month index price without any deductions are required to do all things reasonably necessary, including signing documents, to facilitate Chesapeake's recording of their choice as a lease amendment, if Chesapeake determines that such recording is necessary or appropriate.

This Settlement only affects how Chesapeake pays royalties and does not affect how any other entity with an interest in a given lease calculates and/or pays royalties, unless Chesapeake pays royalties on that entity's behalf.

6. What am I giving up by staying in the Settlement Class?

If you do not make a valid and timely request in writing to be excluded from the Settlement Class, you will be bound by any and all determinations or judgments in the Actions in connection with the Proposed Settlement entered into or approved by the Court, whether favorable or unfavorable to the Settlement Class, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Settled Claims against Chesapeake and Access, and their respective parents, present and former affiliates, and subsidiaries, and their respective predecessors, successors, assigns, present, former, and future officers, directors, employees, agents, any third party payment processors, independent contractors, successors, assigns, attorneys and legal representatives.

“Settled Claims” means any and all claims and causes of action related to Chesapeake's interest in the Pennsylvania Leases of Settlement Class Members that were alleged or could have been alleged in the Actions, including, but not limited to: (a) any and all claims related to the calculation, amount, payment, and/or reporting of Royalty or Bonus payments made by Chesapeake, either on its own working interest share or on behalf of other working interests, on Gas produced pursuant to a Pennsylvania Lease; (b) any and all claims and causes of action, related to the calculation, amount, payment, and/or reporting of such Royalty or Bonus payments; (c) claims for breach of contract, fraud, conspiracy, breach of implied duties and covenants, unjust enrichment, accounting, declaratory or injunctive relief, unfair or deceptive trade practices under federal or state law, and/or anticompetitive conduct under federal or state antitrust law; (d) challenges to the manner in which sales are made to an affiliated entity, if any; (e) claims that formation, sale, or disposition of assets or equity interests by Chesapeake impacted Royalty payments; and (f) any other challenges to Chesapeake's pricing, sales, or Royalty payment practices. The

For More Information, Call the Settlement Administrator at [Toll Free Number], or Visit [Website Address]

Settled Claims do not include any claims or causes of action that Plaintiffs and the Settlement Class Members have or may have against persons and entities other than Chesapeake, except that the Settled Claims do include any claims or causes of action that Plaintiffs and the Settlement Class Members have or may have or that could have been asserted against the Defendant Releasees. “Defendant Releasees” means Chesapeake Energy Corporation, Domenic J. Dell’Osso, Jr., and Access, and each of their respective parents, present and former affiliates and subsidiaries, and their respective predecessors, successors, assigns, present, former, and future officers, directors, employees, agents, insurers, and any third party payment processors, independent contractors, successors, assigns, attorneys and legal representatives working on their behalf. Defendant Releasees do not include Anadarko Petroleum Corporation, Mitsui, Statoil ASA or any of their parents, present and former affiliates, and subsidiaries, and their respective predecessors, successors, assigns, present, former, and future officers, directors, employees, agents, or any third party payment processors, independent contractors, successors, assigns, attorneys and legal representatives working on their behalf.

7. What do I need to do to remain a Settlement Class Member?

If you want to remain a Settlement Class Member, **you do not need to take any action whatsoever.** Class Counsel will represent your interests as a member of the Settlement Class.

8. Can I get out of the Settlement Class?

If you do not want to be in the Settlement Class and you want to keep the right to sue Chesapeake and/or Access about the claims in this case on your own, you must take steps to get out of the Settlement Class. This is called excluding yourself from or “opting out of” the Settlement Class. By excluding yourself, you keep the right to file your own lawsuit. If you exclude yourself from the Settlement Class, you will not receive any benefits from the Proposed Settlement.

9. How do I get out of the Proposed Settlement?

To exclude yourself from (“opt out of”) the Settlement Class, you must send a letter personally signed by you that includes all of the following: your name, address, and telephone number; your Chesapeake owner number (if you know it); the following

For More Information, Call the Settlement Administrator at [Toll Free Number], or Visit [Website Address]

civil action numbers: 3:14-cv-00591 and 3:14-cv-01197, and; a statement that you want to be excluded from the Settlement Class.

Your request for exclusion letter must be mailed first class, postage pre-paid, **postmarked on or before** _____, 2018 to:

Insert contact info for Administrator

You cannot exclude yourself from only part of the Proposed Settlement or Settlement Class. You must either remain a Settlement Class Member or exclude yourself from the entire Proposed Settlement. Also, please remember that you cannot exclude yourself by phone or by sending an email.

10. Do I have lawyers representing my interests in the case?

The Court has appointed the following law firms to represent the Class:

Noah Axler
Axler Goldich, LLC
1520 Locust St., Suite 301
Philadelphia, PA 19102

Peter A. Muhic
Tyler S. Graden
Natalie Lesser
Kessler Topaz Meltzer & Check, LLP
280 King of Prussia Rd.
Radnor, PA 19807

Michael D. Donovan
Donovan Litigation Group, LLC
15 Saint Asaphs Rd.
Bala Cynwyd, PA 19004

Robert D. Schaub
Rosenn, Jenkins & Greenwald, LLP
15 South Franklin St.
Wilkes-Barre, PA 18711

Robert E. McCann
McCann & Wall, LLC
Two Penn Center Plaza
1500 JFK Blvd., Ste. 1110
Philadelphia, PA 19102

These lawyers are called "Class Counsel." You do not have to directly pay Class Counsel. If you want your own lawyer, and to have that lawyer appear in court, you may hire one at your own expense.

For More Information, Call the Settlement Administrator at [Toll Free Number], or Visit [Website Address]

11. How will the lawyers be compensated?

Class Counsel will request that the Court award attorneys' fees and expenses in an amount not exceeding one third (1/3) of the cash fund allocated to the Settlement Class. The Court, at its own discretion, may award less than these requested amounts without further notice to the Settlement Class Members. Any attorneys' fees and expenses awarded by the Court will be paid from the cash fund. Again, if you choose to hire your own attorney, you will be responsible for that attorney's fees and expenses.

12. Should I get my own lawyer?

You do not need to hire your own lawyer but you may elect to do so. If you want your own lawyer to speak for you or to appear in Court, you or your lawyer must file a Notice of Appearance. (See question 17 to find out how to submit a Notice of Appearance). If you hire a lawyer to appear for you in the lawsuit, you will have to pay that lawyer on your own.

13. Who are the Class Representatives and how are they compensated?

The Court has appointed Plaintiffs James L. Brown, Alice R. Brown, The Suessenbach Family Limited Partnership, James S. Suessenbach, and Gina M. Suessenbach as Class Representatives. The Class Representatives work with Class Counsel on behalf of all Settlement Class Members to present the views of typical Settlement Class Members to Class Counsel and the Court. The Class Representatives will seek Incentive Payment Awards of \$10,000 for each Class Representative from the Court. Any Incentive Payment Award approved by the Court will be paid from the cash fund.

14. Can I object to or comment on the Proposed Settlement?

If you have comments about, or disagree with, any aspect of the Proposed Settlement, including the requested attorneys' fees, you may express your views to the Court through a written response to the Proposed Settlement. Only Settlement Class Members who have not opted out can object or comment. The written comment or objection should include your name, address, telephone number, and Chesapeake owner number(s) (if known). In addition, any objection must include **For More Information, Call the Settlement Administrator at [Toll Free Number], or Visit [Website Address]**

(a) a written statement of your objection, (b) a written statement of the grounds or reasons for your objection, and (c) copies of any papers, briefs, or other documents supporting your objection. The document must be signed to ensure the Court's review. In order to be considered by the Court, your comment or objection must be **received on or before** _____, **2018** and mailed to:

Clerk of the Court
United States District Court, Middle District of Pennsylvania
United States Courthouse
235 N. Washington Ave.
Scranton, PA 18503

Your comment or objection must clearly state that it relates to the following civil action numbers: 3:14-cv-00591 and 3:14-cv-01197.

The comment or objection must also be mailed to the following attorneys:

Counsel for the Settlement Class:

Michael D. Donovan
Donovan Litigation Group, LLC
15 Saint Asaphs Rd.
Bala Cynwyd, PA 19004

Peter A. Muhic
Tyler S. Graden
Natalie Lesser
Kessler Topaz Meltzer & Check, LLP
280 King of Prussia Rd.
Radnor, PA 19807

Counsel for Chesapeake:

Seamus C. Duffy
Kathryn E. Deal
Akin Gump Strauss Hauer & Feld
LLP
Two Commerce Square
2001 Market Street, Suite 4100
Philadelphia, PA 19103-7013

15. Will there be a hearing on the Proposed Settlement?

The Court will hold a Final Approval Hearing on _____, 2018 to consider whether the Proposed Settlement is fair, reasonable, and adequate. The Hearing will be at the United States Courthouse, Middle District of Pennsylvania, 235 N. Washington Ave., Scranton, PA 18503 at _____ a.m./p.m. At the Hearing, the Court will decide whether to approve the Proposed Settlement and a motion for

For More Information, Call the Settlement Administrator at [Toll Free Number], or Visit [Website Address]

attorneys' fees and expenses and Incentive Payment Awards. If comments or objections have been received, the Court will consider them at this time.

Note: The Hearing may be postponed to a different date without additional notice.

16. Must I attend the hearing?

Attendance is not required, even if you properly mailed a written objection or comment. Class Counsel is prepared to answer the Court's questions on your behalf. If you or your lawyer still want to attend the Hearing, you are welcome to come at your own expense. However, it is not necessary that you attend. If you filed an objection to the Proposed Settlement, as long as the objection was received by the deadline, the Court will consider it, regardless of whether you or your privately-retained attorney appear at the Hearing.

17. May I speak at the hearing?

If you want to speak or have your own lawyer speak at the Final Approval Hearing, you must give the Court a paper that is called a "Notice of Appearance." The Notice of Appearance must refer to *Brown v. Access Midstream Partners, L.P., et al.*, Case No. 3:14-cv-00591-MEM, and *The Suessenbach Family Limited Partnership v. Access Midstream Partners, L.P.*, Case No. 3:14-cv-01197-MEM, United States District Court for the Middle District of Pennsylvania, and state that you or your lawyer wish to enter an appearance at the Final Approval Hearing. It must also include your name, address, telephone number, and signature. Your "Notice of Appearance" must be received by _____. You cannot speak at the Hearing if you asked to be excluded from the Proposed Settlement Class.

The Notice of Appearance must be filed with the Court at the address provided under Question 14 above and also mailed to the attorneys listed in Question 14 above.

In addition, your document must clearly state that it relates to the following civil action numbers: 3:14-cv-00591 and 3:14-cv-01197.

18. How do I get more information about the Proposed Settlement?

For More Information, Call the Settlement Administrator at [Toll Free Number], or Visit [Website Address]

This notice summarizes the Proposed Settlement and your rights and options as a Settlement Class Member. To find out more information, please visit website, call toll free N-NNN-NNN-NNNN or write to:

Settlement Administrator Address

If you have a question about whether or not you are in the Settlement Class, or about your rights and options as a Settlement Class Member, you may contact the Class Counsel listed above.

All court records, including the Settlement Agreement and other documents for the Lawsuit, may be examined in person and copied at the United States District Court, Middle District of Pennsylvania, United States Courthouse, 235 N. Washington Ave., Scranton, PA 18503.

This Notice is given at the direction of the Court. The Court has not expressed an opinion on the merits of the case. Any questions should be directed to Class Counsel or the Settlement Administrator. **PLEASE DO NOT TELEPHONE THE COURT, THE CLERK OF THE COURT, CHESAPEAKE, CHESAPEAKE'S ATTORNEYS, ACCESS, OR ACCESS'S ATTORNEYS.**

For More Information, Call the Settlement Administrator at [Toll Free Number], or Visit [Website Address]