

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF NEW MEXICO)
) SS:
 COUNTY OF LEA)

* L43645

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of December 1, 2001, at 7:00 a.m. Central Standard Time (the "Effective Time") is made by CHESAPEAKE OPERATING, INC., CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP, CHESAPEAKE INVESTMENTS AND TLW INVESTMENTS, INC., NORTHPORT PRODUCTION COMPANY, VESTIGE, INC., AND ANSON ENERGY CORPORATION, (herein referred to as "Assignors") to DKD, L.L.C., (herein referred to as "Assignee") located at P.O. Box 682, Tatum, New Mexico 88267.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee, insofar as they have a right to do so, and subject to the terms and reservations hereof, all of Assignors' interest in the following described properties and rights, INSOFAR AND ONLY INSOFAR as said interests cover the Well and Leases described or named on the attached Exhibit "A" (herein collectively referred to as the "Interests"):

- (1) All of Assignors' undivided right, title and interest (including all working interests, net revenue interests, farmout or farmin rights, royalty, overriding royalty or other non-working or carried interests, operating rights and other mineral rights of every nature) in and to the Oil, Gas and Mineral (or Oil and Gas) Leases described in Exhibit "A" attached hereto and made a part hereof, as extended or amended (hereinafter referred to as the "Leases"), insofar as such Leases cover the lands described in such Exhibit.
- (2) All of Assignors' undivided right, title and interest in and to all presently existing unitization and pooling agreements and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, which relate to the Leases, and all of Assignors' interest in and to the properties covered or units created thereby which are attributable to the Interests;
- (3) All of Assignors' undivided right, title and interest in and to all presently existing and valid oil, casinghead gas and gas sales, operating, farmout, pooling, purchase, exchange and processing contracts and agreements, partnership and joint venture agreements and any other contracts, agreements and instruments which pertain to the Interests or any properties pooled or unitized therewith;
- (4) All of Assignors' undivided interests in and to all oil and gas and associated hydrocarbons stored upon or produced from the Interests or any property pooled or unitized therewith from and after the Effective, which are attributable to the Interests;
- (5) All of Assignors' undivided right, title and interest in and to all easements, permits, licenses, servitudes, rights of way, pipelines, power lines, telephone and telegraph lines, communications facilities and all other rights and appurtenances situated on or used in connection with the Interests or any properties pooled or unitized therewith; and
- (6) ~~STATE OF NEW MEXICO~~ All of Assignors' undivided right, title and interest in and to the Interests, all tangible personal property, equipment, fixtures, improvements, easements, ~~CO~~ permits, licenses, servitudes and other appurtenances including, but not by way of limitation, all injections wells, salt water disposal facilities, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, gathering lines, flow

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BEFORE EXAMINED BY OIL CONSERVATION DIVISION
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 PAGE NO.

lines, gas lines, gas processing and compression facilities (specifically including the existing processing and compression facility), water lines, vessels, tanks, boilers, separators, fixtures, platforms, machinery, tools, treating equipment, compressors and other equipment, pipelines, powerlines, telephone and telegraph lines, transportation and communication facilities, and other appurtenances situated upon the lands covered by the Leases conveyed herein or any land or lands pooled or unitized therewith or used or obtained in connection with the production, treating, storing or transportation of oil, gas and other hydrocarbons or minerals therefrom:

L 436 45

- 7) All rights, obligations, liabilities and responsibilities as to gas imbalances, if any, attributable to the Properties as of the Effective Time;

Assignee accepts the Interests subject to the obligations remaining under said Lease to properly plug and abandon all wells, restore the surface, and all other obligations of the Lease.

TO HAVE AND TO HOLD all and singular the Interests together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever; subject, to the following matters:

- (a) all Lessors' royalties, overriding royalties and other burdens, reversionary interests and similar burdens as shown of record;
- (b) all easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations;
- (c) the terms and conditions of the Leases and other agreements affecting the Interests;
- (d) all rights reserved to or vested in any municipality or governmental, tribal, statutory or public authority to control or regulate any of the Interests in any manner, and all applicable laws, rules and orders of governmental and tribal authority; and
- (e) all gas contracts, crude oil purchase contracts, operating agreements, division orders and transfer orders affecting the Interests.

Assignors also hereby grant and transfer to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignors are entitled to enforce with respect to the Interests against Assignors' predecessors in title to the Interests.

It is expressly understood and agreed that (i) Assignors shall be responsible for, and shall indemnify and hold Assignee harmless from, all claims, costs, expenses and liabilities which arise or accrue prior to the Effective Time with respect to the Interests; (ii) Assignee shall be responsible for, and shall indemnify and hold Assignors harmless from, all claims, costs, expenses and liabilities which arise or accrue after the Effective Time with respect to the portion of the Interests assigned hereunder; (iii) Assignors shall be entitled to receive all revenues attributable to oil, gas or hydrocarbons produced from the Interests prior to the Effective Time; and (iv) Assignee shall be entitled to receive all revenues attributable to oil, gas or other hydrocarbons produced from the portion of the Interests assigned hereunder to Assignee after the Effective Time.

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE IS MADE (i) WITHOUT ANY WARRANTY OR REPRESENTATION OF TITLE, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, (ii) WITHOUT ANY EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION AS TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY OF THE PROPERTIES OR THEIR FITNESS FOR ANY

other hydrocarbon or mineral therefrom.

- 7) All rights, obligations, liabilities and responsibilities as to gas imbalances, if any, attributable to the Properties as of the Effective Time;

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Assignee accepts the Interests subject to the obligations remaining under said Lease to properly plug and abandon all wells, restore the surface, and all other obligations of the Lease.

PURPOSE; AND (iii) WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER.

This Assignment shall bind and inure to the benefit of Assignors and Assignees and their respective affiliates, subsidiaries, successors and assigns.

EXECUTED this 15th day of May 2002, but effective for all purposes as of the Effective Time.

ASSIGNORS:

CHESAPEAKE OPERATING, INC.

[Signature]
Henry J. Hood, Senior Vice President-Land and Legal

CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP

[Signature]
Henry J. Hood, Senior Vice President-Land and Legal of Chesapeake Operating, Inc., General Partner

CHESAPEAKE INVESTMENTS

[Signature]
Aubrey K. McClendon, Sole General Partner

TLW INVESTMENTS INC.

[Signature]
Tom. L. Ward, President

NORTHPORT PRODUCTION COMPANY

[Signature]
Tony Vile, President

VESTIGE ENERGIES

[Signature]
Robert a. Hefner, IV, President

ANSON ENERGY CORPORATION

[Signature]
Carl B. Anderson, President

ASSIGNEE:

PURPOSE; AND (iii) WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER.

By: [Signature]
Title: President

EXECUTED this 15th day of May 2002, but effective for all purposes as of the Effective Time.

ASSIGNORS:

CHESAPEAKE OPERATING, INC.

[Signature]
Henry J. Hood, Senior Vice President-Land and Legal

- L436 45

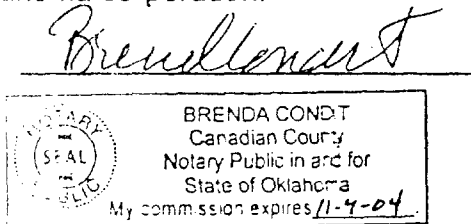
ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

• L436 45

This instrument was acknowledged before me on this 1st day of May 2002 by Henry J. Hood, as Senior Vice President-Land and Legal of Chesapeake Operating, Inc., and Oklahoma corporation.

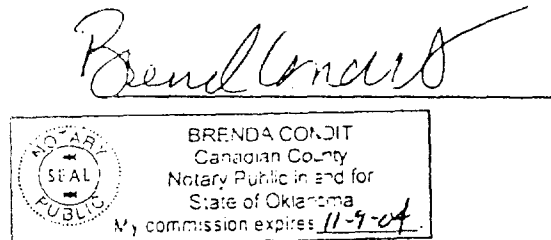
My Commission Expires: 11/9/04



STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 1st day of May 2002 by Henry J. Hood, as Senior Vice President-Land and Legal of Chesapeake Operating, Inc., as General Partner of Chesapeake Exploration Limited Partnership.

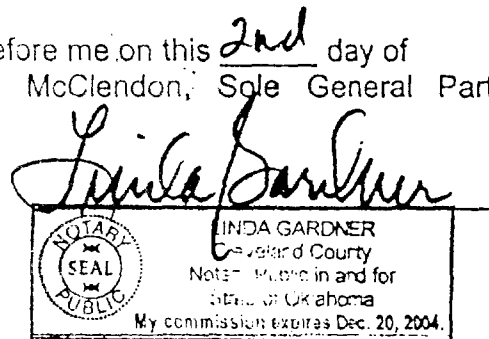
My Commission Expires: 11/9/04



STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 2nd day of May 2002 by Aubrey K. McClendon, Sole General Partner of Chesapeake Investments.

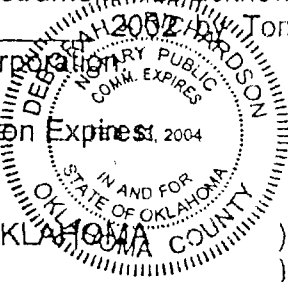
My Commission Expires:



STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 1st day of May 2002 by Tom L. Ward, President of TLW Investments Inc., an Oklahoma corporation.

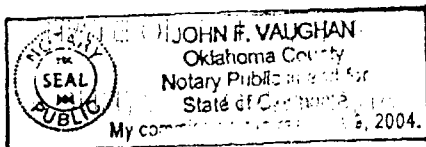
My Commission Expires: 2/13/04



STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 22nd day of April 2002 by Tony Viele, President of Northport Production Company.

My Commission Expires:



[Signature]

This instrument was acknowledged before me on this 1st day of May 2002 by Henry J. Hood, as Senior Vice President-Land and Legal of Chesapeake Operating, Inc., as General Partner of Chesapeake Exploration Limited Partnership.

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

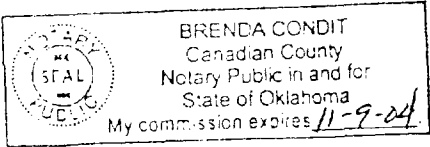
STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

L43645

This instrument was acknowledged before me on this 1st day of May 2002 by Robert A. Hefner, IV, President of Vestige Energies.

My Commission Expires: 11/9/04 Brenda Condit

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)



This instrument was acknowledged before me on this 22 day of April 2002 by Carl B. Anderson, President of Anson Energy Corporation.

My Commission Expires: 1-26-2005 Brenda A. Condit

STATE OF NEW MEXICO)
COUNTY OF LEA)

This instrument was acknowledged before me on this 3rd day of April 2002 by Danny R. Watson of DRD, LLC

My Commission Expires: Nov. 19, 2005 Kyra Stoenz

EXHIBIT "A"

L43645

ATTACHED HERETO AND MADE PART OF THAT CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE BETWEEN CHESAPEAKE OPERATING, INC., CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP, CHESAPEAKE INVESTMENTS, TLW INVESTMENTS INC., NORTHPORT PRODUCTION COMPANY, VESTIGE, INC., AND ANSON ENERGY CORPORATION, AS ASSIGNOR, AND DKD, L.L.C. AS ASSIGNEE, EFFECTIVE FEBRUARY 1, 2002.

LEASE NO: NM7000094-000
LESSOR: State of New Mexico - Lease No. V04886 0000
LESSEE: Chesapeake Operating, Inc.
DATE: June 1, 1996
RECORDED: 800/156
DESCRIPTION: Lots 13 and 14 of Section 6, Township 16 South, Range 36 East, Lea County, New Mexico, as further described in said lease.

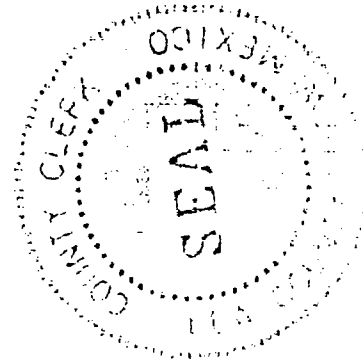
INSOFAR AND ONLY INSOFAR AS SAID LEASES COVER LANDS CONTAINED WITHIN THE SURFACE BOUNDARIES OF THE 76.65 ACRE WATSON 1-6 UNIT, AS MORE FULLY DESCRIBED AS LOTS 13 AND 14 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 36 EAST, LEA COUNTY, NEW MEXICO.

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

21854

MAY 14 2002
at 1:55 o'clock
and recorded in Book
Page
Melinda Hughes, Lea County Clerk
By Deputy



ATTACHED HERETO AND MADE PART OF THAT CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE BETWEEN CHESAPEAKE OPERATING, INC., CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP, CHESAPEAKE INVESTMENTS, TLW INVESTMENTS INC., NORTHPORT PRODUCTION COMPANY, VESTIGE, INC., AND ANSON ENERGY CORPORATION, AS ASSIGNOR, AND DKD, L.L.C. AS ASSIGNEE, EFFECTIVE FEBRUARY 1, 2002.

LEASE NO: NM7000094-000
LESSOR: State of New Mexico - Lease No. V04886 0000
LESSEE: Chesapeake Operating, Inc.
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