UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 31, 2019

CHESAPEAKE ENERGY CORPORATION

(Exact name of Registrant as specified in its Charter)

Oklahoma	**1-13726**	**73-1395733**
(State or other jurisdiction of incorporation)	(Commission File No.)	(IRS Employer Identification No.)

6100 North Western Avenue, Oklahoma City, Oklahoma	**73118**
(Address of principal executive offices)	(Zip Code)

(405) 848-8000

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company o

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. o

Introductory Note

On February 1, 2019, Coleburn Inc., a Delaware corporation ("Merger Sub") and a wholly owned subsidiary of Chesapeake Energy Corporation ("Chesapeake"), completed its previously announced merger with WildHorse Resource Development Corporation, a Delaware corporation ("WildHorse"), pursuant to the Agreement and Plan of Merger, dated as of October 29, 2018, as amended (the "Merger Agreement"), among Chesapeake, Merger Sub and WildHorse. Pursuant to the Merger Agreement, Merger Sub merged with and into WildHorse (the "First Merger"), with WildHorse continuing as the surviving corporation. Immediately following the effective time of the First Merger, WildHorse merged with and into Brazos Valley Longhorn, L.L.C., a wholly owned limited liability company subsidiary of Chesapeake ("BVL") (the "Second Merger" and, together with the First Merger, the "Merger"), with BVL continuing as a wholly owned subsidiary of Chesapeake (the "Surviving Company"). The events described in this Current Report on Form 8-K took place in connection with the completion of the Merger.

Item 1.01 Entry into a Material Definitive Agreement.

On February 1, 2019, Chesapeake entered into a first amendment (the "CHK Facility Amendment") to its Amended and Restated Credit Agreement, dated September 12, 2018 (as amended from time to time, the "CHK Credit Agreement"), by and among: (i) Chesapeake, as borrower; (ii) MUFG Union Bank N.A., as the administrative agent, a swingline lender and a letter of credit issuer; and (iii) certain other lenders named therein. Among other things, the CHK Facility Amendment (i) designated the Surviving Company and its subsidiaries as unrestricted subsidiaries under the CHK Credit Agreement and (ii) expressly permitted Chesapeake's initial investment in WildHorse under the limitations on investments covenant.

The above description of the material terms and conditions of the CHK Facility Amendment is a summary only, does not purport to be complete, and is qualified by reference to the full text of the CHK Facility Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

On February 1, 2019, the Surviving Company, as successor by merger to WildHorse, entered into a sixth amendment (the "WRD Facility Amendment") to its Credit Agreement, dated as of December 19, 2016 (as amended from time to time, the "WRD Credit Agreement"), by and among (i) WildHorse, as borrower; (ii) Wells Fargo Bank, National Association, as administrative agent; and (iii) certain other lenders named therein, governing the WRD Credit Facility (as defined below). Among other things, the WRD Facility Amendment (i) amended the merger covenant and the definition of change of control to permit the Merger and (ii) permits borrowings under the WRD Credit Agreement to be used to redeem or repurchase the WildHorse Senior Notes (as defined below) so long as certain conditions are met.

The above description of the material terms and conditions of the WRD Facility Amendment is a summary only, does not purport to be complete, and is qualified by reference to the full text of the WRD Facility Amendment, which is filed as Exhibit 10.2 to this Current Report on Form 8-K.

On February 1, 2019, the Surviving Company, as successor by merger to WildHorse, and Brazos Valley Longhorn Finance Corp., a Delaware corporation ("BVL Finance Corp.") and wholly owned subsidiary of the Surviving Company, entered into a fourth supplemental indenture (the "WRD Supplemental Indenture") to its Indenture, dated as of February 1, 2017 (as supplemented from time to time, the "WRD Indenture"), by and among (i) WildHorse, as issuer, (ii) the guarantors party thereto and (iii) U.S. Bank National Association, as trustee, governing the $700 million aggregate principal amount of 6.875% Senior Notes due 2025 issued by WildHorse (the "WildHorse Senior Notes"). Pursuant to the WRD Supplemental Indenture, (i) the Surviving Company assumed the rights and obligations of WildHorse as issuer under the Indenture and (ii) BVL Finance Corp. was named as a co-issuer of the WildHorse Senior Notes under the Indenture.

The above description of the material terms and conditions of the WRD Supplemental Indenture is a summary only, does not purport to be complete, and is qualified by reference to the full text of the WRD Supplemental Indenture, which is filed as Exhibit 4.1 to this Current Report on Form 8-K.

The information provided under Item 2.03 in this Current Report on Form 8-K is incorporated by reference into this Item 1.01.

Item 2.01 Completion of Acquisition or Disposition of Assets.

As discussed in the Introductory Note above, on February 1, 2019, Chesapeake completed its previously announced Merger with WildHorse. At the effective time of the Merger, each eligible share of WildHorse common stock, par value $0.01 per share ("WildHorse Common Stock"), issued and outstanding immediately prior to the effective time of the Merger, was converted into the right to receive, at the election of the holder thereof, either: (a) (1) that number of fully paid and nonassessable shares of Chesapeake's common stock, par value $0.01 per share ("Chesapeake Common Stock"), equal to 5.336 and (2) $3.00 in cash; or (b) that number of fully paid and nonassessable shares of Chesapeake Common Stock equal to 5.989 (in each case, the "Merger Consideration") and, in each case, cash in lieu of any fractional shares that otherwise would have been issued.

The issuance of Chesapeake Common Stock in connection with the Merger was registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to Chesapeake's registration statement on Form S-4 (File No. 333-228679), declared effective by the Securities and Exchange Commission (the "SEC") on December 21, 2018. The joint proxy statement/prospectus (the "Joint Proxy Statement/Prospectus") included in the registration statement contains additional information about the Merger.

The foregoing description of the Merger and the Merger Agreement and the transactions contemplated thereby is not complete and is subject to and qualified in its entirety by reference to the Merger Agreement, a copy of which was included as Annex A to the Joint Proxy Statement/Prospectus, and is incorporated by reference in this Current Report on Form 8-K.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

As a result of the completion of the Merger, as of the effective time of the Second Merger, the Surviving Company assumed the WildHorse Senior Notes and BVL Finance Corp. became a co-issuer of the WildHorse Senior Notes.

The WildHorse Senior Notes are the senior unsecured obligations of the Surviving Company, BVL Finance Corp. and the other subsidiaries of the Surviving Company that are guarantors of the WildHorse Senior Notes (collectively, with the Surviving Company and BVL Finance Corp., the "WRD Obligors"). The WildHorse Senior Notes will not be obligations of Chesapeake or any of its subsidiaries other than the Surviving Company and the other WRD Obligors. The WildHorse Senior Notes will rank equally in right of payment with all other senior unsecured indebtedness of the Surviving Company and the other WRD Obligors, and will be effectively subordinated to the Surviving Company's and the other WRD Obligors' senior secured indebtedness, including their obligations under the WRD Credit Agreement, to the extent of the value of the collateral securing such indebtedness.

The WRD Indenture contains customary reporting covenants (including furnishing quarterly and annual reports to the holders of the WildHorse Senior Notes) and restrictive covenants that, among other things, restrict the ability of the Surviving Company and its subsidiaries to: (i) pay dividends on, purchase or redeem the Surviving Company's equity interests or purchase or redeem subordinated debt; (ii) make certain investments; (iii) incur or guarantee additional indebtedness or issue certain types of equity securities; (iv) create or incur certain secured debt; (v) sell assets; (vi) consolidate, merge or transfer all or substantially all of the Surviving Company's assets; (vii) enter into agreements that restrict distributions or other payments from the Surviving Company's restricted subsidiaries to the Surviving Company; (viii) engage in transactions with affiliates; and (ix) create unrestricted subsidiaries. These covenants are subject to a number of important qualifications and limitations. In addition, most of the covenants will be terminated before the WildHorse Senior Notes mature if at any time no default or event of default exists

under the WRD Indenture and the WildHorse Senior Notes receive an investment grade rating from both of two specified ratings agencies. The WRD Indenture also contains customary events of default.

The above description of the material terms and conditions of the WRD Indenture does not purport to be complete and is qualified in its entirety by reference to the full text of the WRD Indenture, a copy of which was attached as Exhibit 4.1 to WildHorse's Current Report on Form 8-K filed with the SEC on February 1, 2017 and is incorporated herein by reference.

If the WildHorse Senior Notes are downgraded within 90 days after the consummation of the Mergers (which constitutes a "Change of Control" under the WRD Indenture), the WRD Indenture requires the Surviving Company (or a third party, in certain circumstances) to make an offer to repurchase the WildHorse Senior Notes at 101% of their principal amount, plus accrued and unpaid interest, within 30 days of such downgrade. If any holder of WildHorse Senior Notes accepts such offer, the Surviving Company may (subject to the terms and conditions thereof) fund the purchase price with loans under the WRD Credit Agreement or Chesapeake may elect to draw under the CHK Credit Agreement, use cash on hand, issue debt securities or use other sources of liquidity to fund such repurchase. If the Surviving Company and Chesapeake are not required to make such offer or not all holders of WildHorse Senior Notes accept such an offer, Chesapeake may seek to amend, engage in liability management transactions with respect to, or redeem or refinance, the WildHorse Senior Notes prior to, in connection with or at any time after the merger.

Also, as of the effective time of the Second Merger, the Surviving Company became the borrower under the WRD Credit Agreement. The revolving credit facility ("WRD Credit Facility") under the WRD Credit Agreement has a maximum credit amount of $2.0 billion, with current aggregate elected commitments of $1.3 billion and a current borrowing base of $1.3 billion. The WRD Credit Facility matures on December 19, 2021. The borrowing base under the WRD Credit Agreement is subject to redetermination, on at least a semi-annual basis, primarily on estimated proved reserves. The next scheduled redetermination is April 1, 2019. The WRD Credit Facility is guaranteed by BVL Finance Corp. and the other WRD Obligors and is required to be secured by substantially all of the assets of the Surviving Company and the other WRD Obligors, including mortgages on not less than 85% of the proved reserves of their oil and gas properties.

The obligations under WRD Credit Facility are the senior secured obligations of the Surviving Company and the other WRD Obligors. The obligations under the WRD Credit Facility will not be obligations of Chesapeake or any of its subsidiaries other than the Surviving Company and the other WRD Obligors. The WildHorse Senior Notes will rank equally in right of payment with all other senior secured indebtedness of the Surviving Company and the other WRD Obligors, and will be effectively senior to the Surviving Company's and the other WRD Obligors' senior unsecured indebtedness, including their obligations under the WildHorse Senior Notes, to the extent of the value of the collateral securing the WRD Credit Facility.

Revolving loans under the WRD Credit Facility bear interest at the alternate base rate, Eurodollar rate or LIBOR market index rate at the Surviving Company's election, plus an applicable margin (ranging from 0.50%-1.50% per annum for alternate base rate loans, 1.50%-2.50% per annum for Eurodollar loans and 1.50%-2.50% per annum for LIBOR market index rate loans), depending on the Surviving Company's total commitment usage. The unused portion of the total commitments are subject to a commitment fee that varies from 0.375% to 0.500%, depending on the Surviving Company's total commitment usage. The terms of the WRD Credit Facility include covenants limiting, among other things, the ability of the Surviving Company and its Restricted Subsidiaries (as defined in the WRD Credit Agreement) to incur additional indebtedness, make investments or loans, incur liens, consummate mergers or similar fundamental changes, make restricted payments and enter into transactions with affiliates. The WRD Credit Agreement also contains financial covenants that require the Surviving Company to maintain (i)(x) if there are no loans outstanding thereunder, a ratio of net debt to EBITDAX (as defined in the WRD Credit Agreement) of not more than 4.00 to 1.00 as of the last day of each fiscal quarter or (y) if there are such loans outstanding, a ratio of total funded debt to EBITDAX of not more than 4.00 to 1.00 as of the last day of each fiscal quarter and (ii) a ratio of current assets (including availability under the WRD Credit Facility) to current liabilities of not less than 1.00 to 1.00 as of the last day of each fiscal quarter.

The WRD Credit Agreement includes events of default relating to customary matters, including, among other things, nonpayment of principal, interest or other amounts; violation of covenants; incorrectness of representations and warranties in any material respect; defaults with respect to indebtedness in an aggregate principal amount of $25.0 million or more; bankruptcy; judgments involving liability of $15.0 million or more that are not paid; change of control; and ERISA events. Many events of default are subject to customary notice and cure periods.

The above description of the material terms and conditions of the WRD Credit Facility does not purport to be complete and is qualified in its entirety by reference to the full text of the WRD Credit Agreement and amendments thereto, copies of which were previously filed with the SEC by WildHorse.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective February 1, 2019, pursuant to the terms of the Merger Agreement and as approved by the Board of Directors of Chesapeake (the "Chesapeake Board"), David W. Hayes, an existing director on the WildHorse board of directors as of immediately prior to the effective time of the Merger, was appointed to fill the open position on the Chesapeake Board and to serve thereon as an independent director. Accordingly, following completion of the Merger, the Chesapeake Board now has ten members, consisting of the nine individuals serving on the Chesapeake Board prior to completion of the Merger and Mr. Hayes. Upon his appointment as non-employee director, Mr. Hayes will receive the standard annual benefits paid to each non-employee director, including: (i) an annual retainer of $100,000, paid quarterly in installments; and (ii) an annual grant of restricted stock units with a value of approximately $250,000, issued pursuant to the Chesapeake's 2014 Long Term Incentive Plan. The terms of non-employee director compensation were disclosed in Chesapeake's definitive proxy statement for its 2018 Annual Meeting, filed with the SEC on April 6, 2018.

In connection with his appointment, Chesapeake and Mr. Hayes will enter into Chesapeake's standard indemnity agreement for officers and directors.

Mr. Hayes is not related to any officer or director of Chesapeake. There are no transactions or relationships between Mr. Hayes and Chesapeake that would be required to be reported under Item 404(a) of Regulation S-K.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On January 31, 2019, at a Special Meeting of Shareholders (the "Special Meeting") of Chesapeake, Chesapeake shareholders approved an amendment to Chesapeake's Restated Certificate of Incorporation to increase the number of authorized shares of common stock of Chesapeake from 2,000,000,000 shares to 3,000,000,000 shares (the "Amendment"). Chesapeake filed the Amendment on January 31, 2019 with the Secretary of State of the State of Oklahoma. The Amendment became effective upon filing. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the amendment, which is filed as Exhibit 3.1 to this Current Report on Form 8-K.

Item 5.07 Submission of Matters to a Vote of Security Holders.

Chesapeake's shareholders voted on three proposals at the Special Meeting that are described in detail in Chesapeake's definitive proxy statement (as filed with the SEC on December 26, 2018). The final voting results are disclosed below.

1. **Issuance of Common Stock**. Shareholders approved the issuance of shares of Chesapeake's common stock in connection with the Merger, with the affirmative vote of the holders of a majority of votes cast.

Votes For	Votes Against	Abstentions	Broker Non-Votes
411,244,974	17,306,951	2,491,430	382,448,681

2. **Amendment to Restated Certificate of Incorporation to Increase the Maximum Size of the Board of Directors**. Shareholders did not approve the amendment to Chesapeake's Certificate of Incorporation to increase the maximum size of Chesapeake's Board, which required the affirmative vote of the holders of a majority of the issued and outstanding shares of common stock, entitled to vote on such proposal.

Votes For	Votes Against	Abstentions	Broker Non-Votes
408,276,367	19,512,464	3,254,524	382,448,681

3. **Amendment to Restated Certificate of Incorporation to Increase Common Stock Authorized for Issuance**. Shareholders approved the amendment to Chesapeake's Certificate of Incorporation to increase the authorized common stock of Chesapeake, with the affirmative vote of the holders of a majority of the issued and outstanding shares of common stock, entitled to vote on such proposal.

Votes For	Votes Against	Abstentions	Broker Non-Votes
692,601,774	113,281,365	7,608,897	0

Item 7.01 Regulation FD Disclosure.

On February 1, 2019, Chesapeake issued a press release announcing the completion of the Merger and other matters. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Forward-Looking Statements

This Current Report on Form 8-K contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements provide Chesapeake's current expectations, beliefs, or forecasts of future events. These statements can be identified by the fact that they do not relate strictly to historical or current facts, particularly with regard to Chesapeake's plans following the completion of the Merger, including with respect to WildHorse debt. You should read these statements carefully because they involve substantial risks and uncertainties, which could cause actual results to differ materially from the results expressed in, or implied by, such forward-looking statements. Although we believe the expectations and forecasts reflected in the forward-looking statements are reasonable, we can give no assurance they will prove to have been correct. They can be affected by inaccurate or changed assumptions or by known or unknown risks and uncertainties.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The financial statements required by this Item, with respect to the acquisition described in Item 2.01 herein, will be filed as soon as practicable, and in any event not later than 71 days after the date on which this Current Report was required to be filed pursuant to Item 2.01.

(b) Pro Forma Financial Information.

The pro forma financial information required by this Item, with respect to the acquisition described in Item 2.01 herein, will be filed as soon as practicable, and in any event not later than 71 days after the date on which this Current Report was required to be filed pursuant to Item 2.01.

(d) Exhibits.

Exhibit No.	Document Description
2.1*	Agreement and Plan of Merger among Chesapeake Energy Corporation, Coleburn Inc. and WildHorse Resource Development Corporation, dated as of October 29, 2018, as amended (incorporated by reference to Exhibit 2.1 to Chesapeake Energy Corporation's Current Report on Form S-4/A filed on December 19, 2018 (SEC File No. 333-228679).
2.2	Amendment No. 1 to Agreement and Plan of Merger, dated as of December 12, 2018, by and among Chesapeake Energy Corporation, Coleburn Inc. and WildHorse Resource Development Corporation (incorporated by reference to Exhibit 2.2 to Chesapeake Energy Corporation's Current Report on Form S-4/A filed on December 19, 2018 (SEC File No. 333-228679).
3.1	Chesapeake Energy Corporation Amendment to Restated Certificate of Incorporation, dated January 31, 2019
4.1	Fourth Supplemental Indenture, dated as of February 1, 2019 among Brazos Valley Longhorn, L.L.C., the Guarantors (as defined in the Indenture referred to therein) and U.S. Bank National Association.
10.1	First Amendment to Amended and Restated Credit Agreement, dated as of February 1, 2019 among Chesapeake Energy Corporation, MUFG Union Bank, N.A. and the Lenders party thereto.
10.2	Sixth Amendment to Credit Agreement, dated as of February 1, 2019 among Brazos Valley Longhorn, L.L.C., each of the Guarantors party thereto, each of the Lenders party thereto and Wells Fargo Bank, National Association
99.1	Chesapeake Energy Corporation press release dated February 1, 2019.

* Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The registrant hereby undertakes to furnish supplemental copies of any of the omitted schedules upon request by the SEC.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CHESAPEAKE ENERGY CORPORATION

By: /s/ James R. Webb

James R. Webb

Executive Vice President - General Counsel and Corporate Secretary

Date: February 1, 2019

Exhibit 3.1

CERTIFICATE OF AMENDMENT
TO
RESTATED CERTIFICATE OF INCORPORATION
OF
CHESAPEAKE ENERGY CORPORATION

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA:

Chesapeake Energy Corporation (the "Corporation"), a corporation organized and existing under and by virtue of the Oklahoma General Corporation Act (the "Act"), for the purpose of amending its restated certificate of incorporation, does hereby submit the following:

A. The name of the Corporation is Chesapeake Energy Corporation. The name under which the Corporation was originally incorporated was Chesapeake Oklahoma Corporation.

B. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of Oklahoma on November 19, 1996, and the Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of Oklahoma on August 2, 2017 (as amended from time to time, the "Certificate of Incorporation").

C. The amendments to the Certificate of Incorporation set forth in paragraph D below (the "Amendments") were duly adopted in accordance with the provisions of Section 1077 of the Act. On October 29, 2018, the Board of Directors of the Corporation duly adopted resolutions setting forth the Amendments, declaring the Amendments' advisability, and directing that the Amendments be considered at the special meeting of the Corporation's shareholders. The special meeting of shareholders was called and held upon written notice given to the shareholders of the Corporation in accordance with the provisions of Section 1067 of the Act. At the special meeting of the shareholders held on January 31, 2019, at least a majority of the outstanding capital stock of the Corporation entitled to vote thereon voted in favor of the Amendments.

D. The Certificate of Incorporation is hereby amended as follows:

The first sentence of Article IV of the Certificate of Incorporation shall be amended and restated to read as follows:

> The total number of shares of capital stock which the Corporation shall have authority to issue is Three Billion Twenty Million (3,020,000,000) shares consisting of Twenty Million (20,000,000) shares of Preferred Stock, par value $0.01 per share, and Three Billion (3,000,000,000) shares of Common Stock, par value $0.01 per share.

E. This Certificate of Amendment to the Certificate of Incorporation shall be effective upon filing with the Oklahoma Secretary of State.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to the Certificate of Incorporation to be signed by its Executive Vice President - General Counsel and Corporate Secretary and attested by its Assistant Corporate Secretary this 31st day of January, 2019.

CHESAPEAKE ENERGY CORPORATION, an Oklahoma corporation

By: /s/ James R. Webb

James R. Webb

Executive Vice President - General Counsel and Corporate Secretary

ATTEST:

/s/ J. David Hershberger

J. David Hershberger

Assistant Corporate Secretary

FOURTH SUPPLEMENTAL INDENTURE

Fourth Supplemental Indenture (this "*Supplemental Indenture*"), dated as February 1, 2019 among Brazos Valley Longhorn, L.L.C., a Delaware limited liability company (the "*Successor Issuer*"), Brazos Valley Longhorn Finance Corp., a Delaware corporation (the "*Co-Issuer*"), the Guarantors (as defined in the Indenture referred to herein) and U.S. Bank National Association, as trustee under the Indenture referred to below (the "*Trustee*").

W I T N E S S E T H

WHEREAS, WildHorse Resource Development Corporation, a Delaware corporation (the "*Predecessor Issuer*"), has heretofore executed and delivered to the Trustee an indenture (as amended, restated, supplemented or otherwise modified from time to time, the "*Indenture*"), dated as of February 1, 2017 providing for the issuance of its 6.875% Senior Notes due 2025 (the "*Notes*");

WHEREAS, pursuant to that certain Agreement and Plan of Merger of even date herewith (the "*Merger Agreement*"), by and between the Predecessor Issuer and the Successor Issuer, effective as of 8:01 a.m. on the date hereof (the "*Effective Time*"), the Predecessor Issuer will merge with and into the Successor Issuer (the "*Merger*"), with the Successor Issuer as the survivor;

WHEREAS, the Successor Issuer, as a successor to the Predecessor Issuer, desires to succeed to and assume the Predecessor Issuer's rights and obligations under the Notes and the Indenture pursuant to Section 5.01(a)(2) of the Indenture and to comply with the requirements of the Indenture with respect to the execution of a supplemental indenture in connection with such succession and assumption of obligations;

WHEREAS, in connection with the Merger, pursuant to Section 5.01(a)(1)(b) of the Indenture, the Successor Issuer desires to add the Co-Issuer, and the Co-Issuer desires to be added, as a "co-issuer" of the Notes such that the Co-Issuer shall become a co-obligor of all of the Predecessor Issuer's and Successor Issuer's obligations under the Indenture and the Notes, on the same terms and subject to the same conditions as the Predecessor Issuer and Successor Issuer, on a joint and several basis; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Successor Issuer, the Co-Issuer, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Assumption. Effective simultaneously with the consummation of the Merger at the Effective Time:

   i. The Successor Issuer hereby assumes from the Predecessor Issuer and undertakes to perform, pay or discharge all obligations of the Predecessor Issuer, in lieu of and in substitution for the Predecessor Issuer, arising from the terms, covenants, conditions and provisions of the Indenture, including the due and punctual payment of the principal of (and premium, if any) and interest on all the Notes and the performance of every covenant

of the Indenture on the part of the Predecessor Issuer to be performed or observed. Pursuant to Section 5.02 of the Indenture, the provisions of the Indenture referring to the "Issuer" shall refer to the Successor Issuer. The Successor Issuer shall succeed to, and be substituted for, and may exercise every right and power of, the Predecessor Issuer under the Indenture with the same effect as if the Successor Issuer had been named as the Predecessor Issuer therein.

ii. Pursuant to Section 5.02 of the Indenture, the Predecessor Issuer is hereby discharged and released from all of its obligations and covenants under the Indenture and the Notes.

3. Appointment of Co-Issuer. Effective simultaneously with the consummation of the Merger at the Effective Time:

i. The Co-Issuer hereby becomes a co-issuer of the Notes pursuant to Section 5.01(a)(1)(b) of the Indenture, liable for the due and punctual payment of the principal of (and premium, if any) and interest on all the Notes in accordance with the terms of the Indenture. The Co-Issuer and the Successor Issuer, as co-issuers, shall be unconditionally jointly and severally liable for the due and punctual payment of the principal of, and interest on, all of the Notes and all other amounts due and owing under the Indenture. Notwithstanding the agreement of the Co-Issuer to become liable for the due and punctual payment of the principal of (and premium, if any) and interest on all the Notes and all other amounts due and owing under the Indenture, the Successor Issuer remains fully liable for all of its liabilities and obligations under the Notes and the Indenture and has not been released from any liabilities or obligations thereunder.

ii. The Co-Issuer may be removed and released from its obligations as such at any time if (A) upon giving effect thereto there are one or more other corporate co-issuers of the Notes and (B) the Successor Issuer delivers an Officers' Certificate to the Trustee to such effect. Subject to the receipt of such an Officers' Certificate, the Trustee shall execute any documents reasonably required to evidence any such removal and release of the Co-Issuer from its obligations.

4. No Recourse Against Others. No director, officer, partner, employee, incorporator, manager or unitholder or other owner of Capital Stock of the Predecessor Issuer, Successor Issuer, Co-Issuer or any Guarantor, as such, will have any liability for any obligations of the Predecessor Issuer, Successor Issuer, Co-Issuer or the Guarantors under the Notes, the Indenture, this Supplemental Indenture or the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

5. NEW YORK LAW TO GOVERN. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

6. Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered shall be bound hereby.

7. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this instrument as to the parties hereto and may be used in lieu of the original instrument for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

8. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

9. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Predecessor Issuer, Successor Issuer, Co-Issuer and the Guarantors.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Successor Issuer:

BRAZOS VALLEY LONGHORN, L.L.C., as successor by merger to WildHorse Resource Development Corporation

By: /s/ Erik S. Fares
Name: Erik S. Fares
Title: Vice President and Treasurer

Co-Issuer:

BRAZOS VALLEY LONGHORN FINANCE CORP.

By: /s/ Erik S. Fares
Name: Erik S. Fares
Title: Vice President and Treasurer

Guarantors:

WILDHORSE RESOURCES II, LLC,
By: Brazos Valley Longhorn, L.L.C., its sole member
ESQUISTO RESOURCES II, LLC,
By: Brazos Valley Longhorn, L.L.C., its sole member
WHE ACQCO., LLC,
By: Brazos Valley Longhorn, L.L.C., its sole member
WHR EAGLE FORD LLC
By: Brazos Valley Longhorn, L.L.C., its sole member
BURLESON SAND LLC
By: Brazos Valley Longhorn, L.L.C., its sole member
WHCC INFRASTRUCTURE LLC
By: Brazos Valley Longhorn, L.L.C., its sole member

By: /s/ Erik S. Fares
Name: Erik S. Fares
Title: Vice President and Treasurer

WILDHORSE RESOURCES MANAGEMENT COMPANY, LLC,
By: WildHorse Resources II, LLC, its sole member
By: Brazos Valley Longhorn, L.L.C., its sole member

By: /s/ Erik S. Fares
Name: Erik S. Fares
Title: Vice President and Treasurer

PETROMAX E&P BURLESON, LLC,
By: Esquisto Resources II, LLC, its sole member
By: Brazos Valley Longhorn, L.L.C., its sole member

By: /s/ Erik S. Fares
Name: Erik S. Fares
Title: Vice President and Treasurer

BURLESON WATER RESOURCES, LLC,
By: Esquisto Resources II, LLC, its sole member
By: Brazos Valley Longhorn, L.L.C., its sole member

By: /s/ Erik S. Fares
Name: Erik S. Fares
Title: Vice President and Treasurer

U.S. BANK NATIONAL ASSOCIATION, As Trustee

By: /s/ Kristel Richards
Name: Kristel Richards
Title: Vice President

Exhibit 10.1

FIRST AMENDMENT

TO

AMENDED AND RESTATED CREDIT AGREEMENT

DATED AS OF FEBRUARY 1, 2019

AMONG

CHESAPEAKE ENERGY CORPORATION,
AS THE BORROWER,

MUFG UNION BANK, N.A.,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS
PARTY HERETO

FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

This First Amendment to Amended and Restated Credit Agreement (this "Amendment") dated as of February 1, 2019, is among Chesapeake Energy Corporation, an Oklahoma corporation (the "Borrower"), each of the undersigned guarantors (the "Guarantors"), each Lender (as defined below) party hereto, and MUFG Union Bank, N.A., as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the "Administrative Agent").

RECITALS

A. The Borrower, the Administrative Agent and the banks and other financial institutions from time to time party thereto (together with their respective successors and assigns in such capacity, each a "Lender") have entered into that certain Amended and Restated Credit Agreement dated as of September 12, 2018 (as amended, restated, modified and supplemented from time to time, the "Credit Agreement").

B. The Borrower gives notice to the Administrative Agent that three of the Borrower's Subsidiaries, Coleburn Inc., a Delaware corporation ("Merger Sub"), Brazos Valley Longhorn, L.L.C., a Delaware limited liability company ("WildHorse LLC"), and Brazos Valley Longhorn Finance Corp., a Delaware corporation ("WildHorse Co-Issuer" and collectively with Merger Sub and WildHorse LLC, "Wildhorse"), together with the other Subsidiaries of WildHorse LLC set forth on Appendix I hereto after giving effect to the WildHorse Mergers, are hereby designated as Unrestricted Subsidiaries (the "Designated Unrestricted Subsidiaries").

C. The Borrower confirms that, after giving effect to the designations of each of the Designated Unrestricted Subsidiaries as an Unrestricted Subsidiary, (i) no Event of Default shall have occurred and be continuing, (ii) the Borrower is in compliance with the Financial Performance Covenants on a Pro Forma Basis, (iii) each of such Designated Unrestricted Subsidiaries is in compliance with Section 9.8(c) of the Credit Agreement, (iv) the Borrower is in compliance with Section 10.5 of the Credit Agreement, and (v) no such Unrestricted Subsidiary is a "restricted subsidiary" under, or guarantor of, the Indentures or any Permitted Additional Debt. In reliance on the foregoing confirmation and the designation of each of the Designated Unrestricted Subsidiaries as an Unrestricted Subsidiary, the Administrative Agent and the Lenders party hereto hereby confirm that (x) none of the Designated Unrestricted Subsidiaries or any of their respective Subsidiaries, now or hereafter existing (for the avoidance of doubt, WildHorse Co-Issuer is a Subsidiary of WildHorse LLC before and after giving effect to the WildHorse Mergers and the other Subsidiaries of WildHorse LLC, after giving effect to the WildHorse Mergers, are set forth on Appendix I hereto), is required by Section 9.9 of the Credit Agreement to become a Guarantor and (y) the Stock and Stock Equivalents issued by Merger Sub, WildHorse LLC, WildHorse Co-Issuer and their respective Subsidiaries, now or hereafter existing, are Excluded Stock.

D. The Borrower, Merger Sub and WildHorse Resource Development Corp. ("WildHorse Corp.") are parties to that certain Agreement and Plan of Merger dated as of October 29, 2018 (as amended or supplemented, the "WildHorse Merger Agreement").

Contemporaneously with the effectiveness of this Amendment, (1) WildHorse Corp. will merge into Merger Sub, with WildHorse Corp. as the survivor, whereupon WildHorse Corp. will merge into WildHorse LLC, with WildHorse LLC as the survivor, (such mergers are collectively referred to herein as the "WildHorse Mergers"), (2) WildHorse LLC, as successor to WildHorse Corp., will become obligated as the borrower under that certain Credit Agreement (as amended, restated, modified and supplemented from time to time, the "WildHorse Revolver") dated as of December 19, 2016 with the lenders party thereto and Wells Fargo Bank, National Association, as administrative agent for such lenders, and (3) WildHorse LLC and WildHorse Co-Issuer will assume all of the obligations of WildHorse Corp. under that certain Indenture (as amended, restated, modified and supplemented from time to time, the "WildHorse Indenture") dated as of February 1, 2017 among WildHorse Corp., the guarantors party thereto and U.S. Bank National Association, as trustee.

E. The Borrower has requested, and the Majority Lenders have agreed, to amend certain provisions of the Credit Agreement on the terms and conditions set forth herein to (a) provide an explicit procedure for an Unrestricted Subsidiary to become a Restricted Subsidiary, (b) allow certain Investments to be made in WildHorse LLC, and (c) otherwise amend the Credit Agreement as provided in this Amendment.

F. NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Each capitalized term which is defined in the Credit Agreement but which is not defined in this Amendment, shall have the meaning assigned to such term in the Credit Agreement. Unless otherwise indicated, all section references in this Amendment refer to sections of the Credit Agreement.

Section 2. Amendments to Credit Agreement.

2.1 Amendments to Section 1.1. The following defined terms are hereby added to Section 1.1 in appropriate alphabetical order to read as follows:

"Merger Sub" means Coleburn Inc., a Delaware corporation.

"Permitted WildHorse Investment" means cash Investments (in addition to those permitted by Section 10.5(d)) by the Borrower in WildHorse LLC for so long as WildHorse LLC is an Unrestricted Subsidiary, not to exceed $405,000,000 and immediately after giving effect to such Investment, the Borrower shall be in compliance with the Financial Performance Covenants on a Pro Forma Basis.

"WildHorse" means at any time, collectively, such of Merger Sub, WildHorse LLC, and WildHorse Co-Issuer as then exists.

"WildHorse Co-Issuer" means Brazos Valley Longhorn Finance Corp., a Delaware corporation.

"WildHorse Corp." means WildHorse Resource Development Corporation, a Delaware corporation.

"WildHorse LLC" means Brazos Valley Longhorn, L.L.C., a Delaware limited liability company.

2.2 Amendment of Section 9.8. There is hereby added to Section 9.8 a new Section 9.8(d), which shall read in its entirety as follows:

(d) The Borrower may redesignate by written notification thereof to the Administrative Agent, any Unrestricted Subsidiary as a Restricted Subsidiary if immediately after giving effect to such redesignation (i) no Event of Default shall have occurred and be continuing, (ii) the Borrower shall be in compliance with the Financial Performance Covenants on a Pro Forma Basis and (iii) the Borrower and such Subsidiary shall be in compliance with Section 9.9. The redesignation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence, at the time of such redesignation, of any Investment, Indebtedness and Liens of such Subsidiary; upon such redesignation, the amount of any Investment in such Unrestricted Subsidiary made in reliance on Section 10.5(q) shall be deemed not to have been so made, and thus available (to the extent, together with other Investments (measured as provided therein) made in reliance on Section 10.5(q), not in excess of 15% of the then-existing Adjusted Consolidated Net Tangible Assets) for Investment by the Borrower in accordance with Section 10.5(q).

2.3 Amendment of Section 10.3(b). Section 10.3(b) is hereby amended to replace the first reference to "Guarantor" therein with "Restricted Subsidiary".

2.4 Amendment of Section 10.4(a)(xi). Section 10.4(a)(xi) is hereby amended to read in its entirety as follows:

(xi) the unwinding, terminating and/or offsetting of any Hedge Agreement will be permitted (subject to the terms of Section 2.14(h)); but no later than one Business Day after the date of consummation of any unwinding, terminating and/or offsetting of any Scheduled Hedge Agreement, the Borrower shall provide notice to the Administrative Agent of such unwinding, terminating and/or offsetting of such Scheduled Hedge Agreement and the Borrowing Base shall be adjusted in accordance with the provisions of Section 2.14(h); provided, that to the extent that the Borrower is notified by the Administrative Agent that a Borrowing Base Deficiency could result from an adjustment to the Borrowing Base resulting from such unwinding, terminating and/or offsetting of any Scheduled Hedge Agreement, after the consummation of such unwinding, terminating and/or offsetting of such Scheduled Hedge Agreement, the Borrower shall have received net cash proceeds, or shall have cash on hand, sufficient to eliminate any such potential Borrowing Base Deficiency;

2.5 Amendment of Section 10.5.

(a) Section 10.5 is here by amended by replacing subparagraph numbers (b) through (r) with subparagraph numbers (a) through (q) such that subparagraph (b) is subparagraph (a) and subparagraph (c) is subparagraph (b), etc.

(b) There is hereby added to Section 10.5 a new Section 10.5(r) following Section 10.5(q), which shall read in its entirety as follows:

(r) the Permitted WildHorse Investment.

2.6 Amendment of Article X. There is hereby added to Article X a new Section 10.16 following Section 10.15, which shall read in its entirety as follows:

10.16. WildHorse LLC. The Borrower will not own, directly or indirectly, less than 100% of the Equity Interests of WildHorse LLC for so long as it is designated as an Unrestricted Subsidiary.

Section 3. Effectiveness. This Amendment shall become effective on the date on which each of the conditions set forth in this Section is satisfied (the "Effective Date"):

3.1 The Administrative Agent shall have received evidence that the WildHorse Mergers have occurred.

3.2 The Administrative Agent shall have received duly executed counterparts (in such number as may be requested by the Administrative Agent) of this Amendment from (a) the Borrower, (b) each Guarantor, (c) the Administrative Agent, and (d) Lenders constituting at least the Majority Lenders.

3.3 The Administrative Agent shall have received a duly executed copy of that certain Sixth Amendment to Credit Agreement, dated as of February 1, 2019, among WildHorse LLC (as successor by merger to WildHorse Corp.), the guarantors party thereto, the lenders party thereto, and Wells Fargo Bank, National Association, as administrative agent for such lenders.

3.4 No Default or Event of Default shall have occurred and be continuing as of the date hereof, immediately before and after giving effect to the terms of this Amendment.

3.5 All representations and warranties made by any Credit Party in the Credit Agreement or in the other Credit Documents are, to the knowledge of an Authorized Officer of the Borrower, true and correct in all material respects (unless such representations and warranties are already qualified by materiality or Material Adverse Effect, in which case they are true and correct in all respects) with the same effect as though such representations and warranties had been made on and as of the date hereof (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects (unless such representations and warranties are already qualified by materiality or Material Adverse Effect, in which case they are true and correct in all respects) as of such earlier date).

3.6 The Administrative Agent shall have received a certificate of the Borrower, dated as of the effective date of the WildHorse Mergers, substantially in the form of Exhibit C to the Credit Agreement.

3.7 The Administrative Agent shall have received a certificate of an Authorized Officer of the Borrower certifying that the WildHorse Mergers have occurred or are concurrently occurring in accordance with the terms of the WildHorse Merger Agreement (with all of the material conditions precedent thereto having been satisfied in all material respects by the parties thereto).

3.8 As of the effective date of the WildHorse Mergers, the Borrower shall be in compliance, on a Pro Forma Basis, with the Financial Performance Covenants.

3.9 All fees required to be paid pursuant to Section 13.5 to the extent invoiced at least three Business Days before the Effective Date (except as otherwise reasonably agreed by the Borrower) shall have been or will be substantially simultaneously paid.

3.10 The Administrative Agent and the Lenders shall have received all documentation and other information (including Beneficial Ownership Certifications) about WildHorse as shall have been reasonably requested in writing by the Administrative Agent or such Lenders at least seven calendar days before the Effective Date and as is mutually agreed to be required by U.S. regulatory authorities under applicable "know your customer," beneficial ownership and anti-money laundering rules and regulations, and Beneficial Ownership Regulation, including the Patriot Act and if WildHorse qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification in respect of the Borrower, in each case, that has been requested in writing by the Administrative Agent or any Lender not less than ten Business Days before the Effective Date.

Section 4. Miscellaneous.

4.1 The Borrower represents and warrants to the Lenders that, after giving effect to the designations of each of the Designated Unrestricted Subsidiaries as an Unrestricted Subsidiary, (i) no Event of Default shall have occurred and be continuing, (ii) the Borrower is in compliance with the Financial Performance Covenants on a Pro Forma Basis, (iii) each of such Designated Unrestricted Subsidiaries is in compliance with Section 9.8(c) of the Credit Agreement, (iv) the Borrower is in compliance with Section 10.5 of the Credit Agreement, and (v) no such Unrestricted Subsidiary is a "restricted subsidiary" under, or guarantor of, the Indentures or any Permitted Additional Debt.

4.2 (a) On and after the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each other Credit Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended or otherwise modified by this Amendment; (b) the execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any default of the Borrower or any right, power or remedy of the Administrative Agent or the Lenders under any of the Credit Documents,

nor constitute a waiver of any provision of any of the Credit Documents; (c) this Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart; and (d) delivery of an executed counterpart of a signature page to this Amendment by telecopier or electronic mail shall be effective as delivery of a manually executed counterpart of this Amendment.

4.3 Neither the execution by the Administrative Agent or the Lenders of this Amendment, nor any other act or omission by the Administrative Agent or the Lenders or their officers in connection herewith, shall be deemed a waiver by the Administrative Agent or the Lenders of any defaults which may exist or which may occur in the future under the Credit Agreement and/or the other Credit Documents, or any future defaults of the same provision waived hereunder (collectively "Violations"). Similarly, nothing contained in this Amendment shall directly or indirectly in any way whatsoever either: (a) impair, prejudice or otherwise adversely affect the Administrative Agent's or the Lenders' right at any time to exercise any right, privilege or remedy in connection with the Credit Documents with respect to any Violations; (b) amend or alter any provision of the Credit Agreement, the other Credit Documents, or any other contract or instrument; or (c) constitute any course of dealing or other basis for altering any obligation of the Borrower or any right, privilege or remedy of the Administrative Agent or the Lenders under the Credit Agreement, the other Credit Documents, or any other contract or instrument. Nothing in this letter shall be construed to be a consent by the Administrative Agent or the Lenders to any Violations.

4.4 The Borrower and each Guarantor hereby (a) acknowledges the terms of this Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Credit Document to which it is a party and agrees that each Credit Document to which it is a party remains in full force and effect, except as expressly amended or modified hereby; and (c) represents and warrants to the Lenders that as of the Effective Date, after giving effect to the terms of this Amendment: (i) all of the representations and warranties contained in each Credit Document to which it is a party are true and correct in all material respects (unless already qualified by materiality in which case such applicable representation and warranty shall be true and correct), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct in all material respects (unless already qualified by materiality in which case such applicable representation and warranty shall be true and correct) as of such specified earlier date, and (ii) no Default or Event of Default has occurred and is continuing.

4.5 This Amendment is a Credit Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Credit Documents shall apply hereto.

4.6 THE CREDIT DOCUMENTS, INCLUDING THIS AMENDMENT, REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

4.7 THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their officers thereunto duly authorized as of the date first above written.

BORROWER: **CHESAPEAKE ENERGY CORPORATION**

By: /s/ Erik S. Fares
Name: Erik S. Fares
Title: Vice President and Treasurer

GUARANTORS: **CHESAPEAKE LOUISIANA, L.P.**

By: /s/ Erik S. Fares
Name: Erik S. Fares
Title: Vice President and Treasurer

EMPRESS LOUISIANA PROPERTIES, L.P.

By: /s/ Erik S. Fares
Name: Erik S. Fares
Title: Vice President and Treasurer

CHESAPEAKE EXPLORATION, L.L.C.
CHESAPEAKE APPALACHIA, L.L.C.
CHESAPEAKE E&P HOLDING, L.L.C. (formerly known as Chesapeake E&P Holding Corporation)
CHESAPEAKE ENERGY LOUISIANA CORPORATION
CHESAPEAKE NG VENTURES CORPORATION
CHK ENERGY HOLDINGS, INC.
SPARKS DRIVE SWD, INC.
WINTER MOON ENERGY CORPORATION
CHESAPEAKE AEZ EXPLORATION, L.L.C.
CHESAPEAKE-CLEMENTS ACQUISITION, L.L.C.
CHESAPEAKE ENERGY MARKETING, L.L.C.
CHESAPEAKE LAND DEVELOPMENT COMPANY, L.L.C.
CHESAPEAKE OPERATING, L.L.C.,
CHESAPEAKE PLAINS, LLC
CHESAPEAKE PLAZA, L.L.C.
CHESAPEAKE ROYALTY, L.L.C.
CHESAPEAKE VRT, L.L.C.
CHK UTICA, L.L.C.
COMPASS MANUFACTURING, L.L.C.
EMLP, L.L.C.
EMPRESS, L.L.C.
GSF, L.L.C.
MC LOUISIANA MINERALS, L.L.C.
MC MINERAL COMPANY, L.L.C.
MIDCON COMPRESSION, L.L.C.
NOMAC SERVICES, L.L.C.
NORTHERN MICHIGAN EXPLORATION COMPANY, L.L.C.
CHESAPEAKE MIDSTREAM DEVELOPMENT, L.L.C.,
each as a Guarantor

By: /s/ Erik S. Fares
Name: Erik S. Fares
Title: Vice President and Treasurer

MUFG UNION BANK, N.A., as Administrative Agent, Co-Syndication Agent, Letter of Credit Issuer, Swingline Lender and Lender

By: /s/ Kevin Sparks
Name: Kevin Sparks
Title: Director

MUFG BANK, LTD., as Lender

By: /s/ Kevin Sparks
Name: Kevin Sparks
Title: Director

WELLS FARGO BANK NATIONAL ASSOCIATION, as Lender

By: /s/ John Mammen
Name: John Mammen
Title: Director

JPMORGAN CHASE BANK, N.A., as Lender

By: /s/ Debra Hrelja
Name: Debra Hrelja
Title: Vice President

BANK OF AMERICA, N.A., as Lender

By: /s/ Greg M. Hall
Name: Greg M. Hall
Title: Vice President

BMO HARRIS BANK N.A., as Lender

By: /s/ Gumaro Tijerina
Name: Gumaro Tijerina
Title: Managing Director

CITICORP NORTH AMERICA, INC., as Letter of Credit Issuer and Lender

By: /s/ Todd Mogil
Name: Todd Mogil
Title: Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as Letter of Credit Issuer and Lender

By: /s/ Parker Laville
Name: Parker Lavlle
Title: Managing Director

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

MIZUHO BANK, LTD., AS LETTER OF CREDIT ISSUER, as Letter of Credit Issuer and Lender

By: /s/ Donna DeMagistris
Name: Donna DeMagistris
Title: Authorized Signatory

ROYAL BANK OF CANADA, as Letter of Credit Issuer and Lender

By: /s/ Kristan Spivey
Name: Kristan Spivey
Title: Authorized Signatory

ABN AMRO CAPITAL USA LLC, as Letter of Credit Issuer and Lender

By: /s/ Darrell Holley
Name: Darrell Holley
Title: Managing Director

By: /s/ Scott Myatt
Name: Scott Myatt
Title: Executive Director

DNB CAPITAL LLC, as Lender

By: /s/ Robert Dupree
Name: Robert Dupree
Title: Senior Vice President

By: /s/ Einar Gulstad
Name: Einar Gulstad
Title: Senior Vice President

EXPORT DEVELOPMENT CANADA, as Lender

By: /s/ Trevor Mulligan
Name: Trevor Mulligan
Title: Financing Manager

By: /s/ Michael Lambe
Name: Michael Lamb
Title: Financing Manager

GOLDMAN SACHS BANK USA, as Lender

By: /s/ Mahesh Mohan
Name: Mahesh Mohan
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A., as Lender

By: /s/ Kevin Newman
Name: Kevin Newman
Title: Authorized Signatory

MORGAN STANLEY SENIOR FUNDING, INC., AS LENDER

By: /s/ Kevin Newman
Name: Kevin Newman
Title: Vice President

NATIXIS, NEW YORK BRANCH, as Lender

By: /s/ Vikram Nath
Name: Vikram Nath
Title: Director

By: /s/ Brian O'Keefe
Name: Brian O'Keefe
Title: Vice President

APPENDIX I

OTHER SUBSIDIARIES OF
BRAZOS VALLEY LONGHORN, L.L.C.
after giving effect to the
WildHorse Mergers

WILDHORSE RESOURCES II, LLC, a Delaware limited liability company
ESQUISTO RESOURCES II, LLC, a Texas limited liability company
WHE ACQCO., LLC, a Delaware limited liability company
WHR EAGLE FORD LLC, a Delaware limited liability company
BURLESON SAND LLC, a Delaware limited liability company
WHCC INFRASTRUCTURE LLC, a Delaware limited liability company
WILDHORSE RESOURCES MANAGEMENT COMPANY, LLC, a Delaware limited liability company
PETROMAX E&P BURLESON, LLC, a Texas limited liability company
BURLESON WATER RESOURCES, LLC, a Texas limited liability company

Exhibit 10.2

Sixth Amendment to Credit Agreement

This Sixth Amendment to Credit Agreement (this "Sixth Amendment"), dated as of February 1, 2019 (the "Sixth Amendment Effective Date"), is among Brazos Valley Longhorn, L.L.C., a Delaware limited liability company ("WildHorse LLC") and successor by merger to WildHorse Resource Development Corporation, a Delaware corporation ("WildHorse Corp."); each of the Guarantors party hereto (the "Guarantors" and collectively with the Borrower, the "Loan Parties"); each of the Lenders party hereto; and Wells Fargo Bank, National Association, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent").

R E C I T A L S:

A. WildHorse Corp., the Administrative Agent and the Lenders party thereto executed and delivered that certain Credit Agreement dated as of December 19, 2016 (as amended or otherwise modified from time to time to date pursuant to the terms thereof, the "Credit Agreement"), pursuant to which the Lenders have, subject to the terms and conditions set forth therein, made certain credit available to and on behalf of the Borrower.

B. Chesapeake Energy Corporation ("Chesapeake"), Coleburn Inc. ("Merger Sub") and WildHorse Corp. were parties to that certain Agreement and Plan of Merger dated as of October 29, 2018 (as amended, restated, modified and supplemented prior to the date hereof, the "WildHorse Merger Agreement"). WildHorse LLC and Brazos Valley Longhorn Finance Corp., a Delaware corporation ("WildHorse Co-Issuer"), are, and (immediately before the effectiveness of this Sixth Amendment) Merger Sub was, wholly owned subsidiaries of Chesapeake. Contemporaneously with the effectiveness of this Sixth Amendment, (1) WildHorse Corp. merged into Merger Sub, with WildHorse Corp. as the sole survivor, whereupon WildHorse Corp. merged into WildHorse LLC, with WildHorse LLC as the sole survivor (such mergers are collectively referred to herein as the "WildHorse Mergers"), (2) by operation of law, WildHorse LLC, as successor to WildHorse Corp., (x) became the Borrower and (y) possesses all the rights, privileges, powers, franchises and property (real, personal and mixed) of and all debts due to WildHorse Corp., and all rights of creditors, all Liens upon any property, debts, liabilities and duties of WildHorse Corp. attach to WildHorse LLC, including the obligations of the Borrower under the Loan Documents, and (3) WildHorse LLC and WildHorse Co-Issuer have assumed all of the obligations of WildHorse Corp. under that certain Indenture dated as of February 1, 2017, among WildHorse Corp., the guarantors party thereto and U.S. Bank National Association, as trustee.

C. The Borrower has requested that the Lenders amend the Credit Agreement in certain respects to facilitate the WildHorse Mergers and otherwise amend the Credit Agreement.

D. Subject to and upon the terms and conditions set forth herein, the undersigned Lenders have agreed to enter into this Sixth Amendment to amend certain provisions of the Credit Agreement as more specifically provided for herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Each capitalized term which is defined in the Credit Agreement, but which is not defined in this Sixth Amendment, shall have the meaning ascribed to such term in the Credit Agreement, as amended hereby. Unless otherwise indicated, all section references in this Sixth Amendment refer to the Credit Agreement, as amended hereby.

Section 2. Sixth Amendment Effective Date Amendments to Credit Agreement. In reliance on the representations, warranties, covenants and agreements contained in this Sixth Amendment, and subject to the satisfaction of the conditions precedent set forth in Section 5 hereof, the Credit Agreement shall be amended effective as of the Sixth Amendment Effective Date in the manner provided in this Section 2.

2.1. Amendment to the Preamble. The preamble is hereby amended by deleting the reference to "(the "**Borrower**")" therein.

2.2. Amendments to Section 1.02.

(a) The following definitions are hereby amended and restated as follows:

"**Agreement**" means this Credit Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and as the same may be further amended, modified, supplemented or restated from time to time.

"**Change in Control**" means the occurrence of any of the following:

(a) Chesapeake shall cease to own, directly or indirectly, 100% of the Equity Interests of the Borrower;

(b) any "person" or "group" (within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such "person" or "group" and their respective subsidiaries and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), shall at any time have acquired direct or indirect "beneficial ownership" (as defined in Rules 13(d)-3 and 13(d)-5 under the Securities Exchange Act of 1934) of the outstanding common Equity Interests of Chesapeake having more than 35% of the aggregate ordinary voting power for the election of directors of Chesapeake; or

(c) the occupation of a majority of the seats (other than vacant seats) on the board of directors of Chesapeake by individuals who were neither (1) nominated or approved by the board of directors of Chesapeake nor (2) appointed by directors so nominated.

(a) The following definitions are hereby added where alphabetically appropriate to read as follows:

"**Beneficial Ownership Certification**" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"**Beneficial Ownership Regulation**" means 31 C.F.R. § 1010.230.

"**Borrower**" means (a) prior to the Sixth Amendment Effective Date, WildHorse Corp. and (b) from and after the Sixth Amendment Effective Date, WildHorse LLC, as the sole successor by merger to WildHorse Corp.

"**Chesapeake**" means Chesapeake Energy Corporation, an Oklahoma corporation.

"**Merger Sub**" means Coleburn Inc., a Delaware corporation.

"**Sixth Amendment**" means that certain Sixth Amendment to Credit Agreement, dated as of February 1, 2019, among WildHorse LLC (as successor to WildHorse Corp.), the Guarantors, the Administrative Agent and the Lenders party thereto.

"**Sixth Amendment Effective Date**" means February 1, 2019.

"**WildHorse Co-Issuer**" means Brazos Valley Longhorn Finance Corp., a Delaware corporation.

"**WildHorse Corp.**" means WildHorse Resource Development Corporation, a Delaware corporation.

"**WildHorse Indenture**" means that certain Indenture (as amended, restated, modified and supplemented from time to time) dated as of February 1, 2017, among WildHorse Corp., the guarantors party thereto and U.S. Bank National Association, as trustee; concurrently with the effectiveness of the WildHorse Mergers, WildHorse LLC and WildHorse Co-Issuer shall become co-issuers thereunder; *provided* that no amendment, restatement, modification or supplement, including the WildHorse Indenture Modification, shall result in the indebtedness under the WildHorse Indenture ceasing to be Permitted Senior Unsecured Notes.

"**WildHorse Indenture Modification**" means the supplementation of the WildHorse Indenture to delete therefrom (including by its amendment to read "intentionally omitted" or the like) its Section 4.03, together with such other Sections (if any) of the WildHorse Indenture specified therein.

"**WildHorse LLC**" means Brazos Valley Longhorn, L.L.C., a Delaware limited liability company.

"**WildHorse Merger Agreement**" means that certain Agreement and Plan of Merger (as amended, restated, modified and supplemented prior to the Sixth Amendment Effective Date) dated as of October 29, 2018, among Chesapeake, Merger Sub and WildHorse Corp.

"**WildHorse Mergers**" means, collectively, the merger of WildHorse Corp. into Merger Sub, with WildHorse Corp. as the sole survivor, and the merger of

WildHorse Corp. into WildHorse LLC, with WildHorse LLC as the sole survivor, in each case as contemplated by the WildHorse Merger Agreement.

"**WildHorse Notes**" means the 6.875% Senior Notes due 2025 issued pursuant to the WildHorse Indenture.

2.3. Amendments to Section 7.21. The parenthetical phrase in the first sentence of Section 7.21 is hereby amended to read in its entirety as follows:

(including, without limitation, financing Acquisitions and Investments, the purchase of WildHorse Notes (at such price as the Borrower may then deem appropriate) and Redeeming (in whole or in part) the then-outstanding WildHorse Notes, in each case to the extent permitted hereunder)

2.4. Amendments to Section 9.04. Section 9.04(b) is hereby amended by adding the following sentence to the end thereof:

Notwithstanding the foregoing, the Borrower may (x) offer to purchase WildHorse Notes (at such price as the Borrower may then deem appropriate), (y) purchase WildHorse Notes, and (z) Redeem (in whole or in part) the then-outstanding WildHorse Notes; *provided* in each case that (1) no Default or Event of Default then exists or results therefrom, (2) immediately after giving effect to such purchase or Redemption, Availability shall not be less than 10% of the total Commitments at such time and (3) the Leverage Ratio, on a pro forma basis, shall not be greater than 3.00 to 1.00 before and immediately after giving effect to such purchase or Redemption.

2.5. Amendments to Section 9.11. The proviso in Section 9.11 is hereby amended to read in its entirety as follows:

provided that so long as no Default has occurred and is continuing, or would result after giving effect thereto, (a) any Wholly-Owned Subsidiary of the Borrower may participate in a consolidation with any other Wholly-Owned Subsidiary of the Borrower, provided that if any such consolidation involves a Wholly-Owned Subsidiary that is a Guarantor and another Wholly-Owned Subsidiary that is not a Guarantor, the Wholly-Owned Subsidiary that is a Guarantor shall be the surviving Person, (b) the Borrower may participate in a consolidation with any Wholly-Owned Subsidiary of the Borrower so long as the Borrower is the surviving Person and (c) WildHorse Corp. may participate in the WildHorse Mergers.

2.6. Amendments to Section 9.14. Section 9.14 is hereby amended by:

(a) amending clause (c) thereof to read in its entirety as follows:

[intentionally deleted];

(b) amending clause (f) thereof to read in its entirety as follows:

payments by the Borrower (or any direct or indirect parent thereof) and the Subsidiaries pursuant to tax sharing agreements among the Borrower (and any such parent) and the Subsidiaries on customary terms; but payments by Borrower and the Subsidiaries under any such tax sharing agreements shall not exceed the excess (if any) of the amount they would have paid as separate taxpayers (including, with respect to an entity taxed on a pass-through basis, as if it was a taxpaying entity) over the amount they actually pay directly to Governmental Authorities with respect to Taxes, and

2.7. Amendments to Section 10.01. Section 10.01 is hereby amended by (i) adding the word "or" to the end of clause (m), (ii) replacing the "; or" at the end of clause (n) with "." and (iii) deleting clause (o).

Section 3. Amendment Effective Upon WildHorse Indenture Modification. Upon the WildHorse Indenture Modification, Section 8.01 shall be automatically, and without any further action by any party, amended to read as follows:

Section 8.01 Financial Statements; Other Information. The Borrower will furnish to the Administrative Agent (which shall promptly make such information available to the Lenders in accordance with its customary practice):

(a) Annual Financial Statements. As soon as available and in any event on or before the date that is 95 days after the end of the Borrower's fiscal year, the audited consolidated balance sheet of the Borrower and the Subsidiaries as at the end of such fiscal year and the related consolidated statements of operations, shareholders' equity and cash flows for such fiscal year, setting forth comparative consolidated figures for the preceding fiscal years, all in reasonable detail and prepared in accordance with GAAP and certified by independent certified public accountants of recognized national standing whose opinion shall not be materially qualified with a "going concern" or like qualification or exception (other than with respect to, or resulting from, (i) the occurrence of the Maturity Date within one year from the date such opinion is delivered or (ii) any potential inability to satisfy the covenants of Section 9.01 on a future date or in a future period).

(b) Quarterly Financial Statements. As soon as available and in any event on or before the date that is 60 days after the end of the first three quarterly accounting periods of each fiscal year of the Borrower, the consolidated balance sheet of the Borrower and the Subsidiaries as at the end of such quarterly period and the related consolidated statements of operations, shareholders' equity and cash flows for such quarterly accounting period and for the elapsed portion of the fiscal year ended with the last day of such quarterly period, and setting forth comparative consolidated figures for the related periods in the prior fiscal year or, in the case of such consolidated balance sheet, for the last day of the prior fiscal year, all of which shall be certified by a Financial Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows, of the Borrower and its Consolidated

Subsidiaries in accordance with GAAP, subject to changes resulting from audit and normal year-end audit adjustments and the absence of footnotes.

(c) Other Information.

(i) Subject to any applicable limitations set forth in the Loan Documents, the Borrower will deliver to the Administrative Agent for filing, registration or recording all documents and instruments, including Uniform Commercial Code or other applicable personal property and financing statements reasonably requested by the Administrative Agent to be filed, registered or recorded to create or continue, as applicable, the Liens intended to be created by any Security Instrument and perfect such Liens to the extent required by, and with the priority required by, such Security Instrument to the Administrative Agent and none of the Collateral shall be subject to any other pledges, security interests or mortgages, except for Liens permitted under Section 9.03.

(ii) Promptly following any request therefor, (1) such other information regarding the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Borrower or any Subsidiary, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender (through the Administrative Agent) may from time to time reasonably request in writing or (2) information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" requirements under the PATRIOT Act or other applicable anti-money laundering laws.

Documents required to be delivered pursuant to Sections 8.01(a), (b) and (c) may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet, (ii) on which such documents are transmitted by electronic mail to the Administrative Agent or (iii) on which such documents are filed of record with the SEC. Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of such documents from the Administrative Agent and maintaining its copies of such documents.

(d) Officer's Certificates. At the time of the delivery of the financial statements provided for in Sections 8.01(a) and (b), a certificate of a Financial Officer of the Borrower to the effect that no Default or Event of Default exists or, if any Default or Event of Default does exist, specifying the nature and extent thereof, which certificate shall set forth the calculations required to establish whether the Borrower and the Subsidiaries were in compliance with the covenants of Section 9.01 as at the end of such fiscal year or period, as the case may.

(e) Notice of Default; Litigation. Promptly after a Financial Officer of the Borrower obtains actual knowledge thereof, notice of (f) the occurrence of any event that constitutes a Default or Event of Default, which notice

shall specify the nature thereof, the period of existence thereof and what action the Borrower proposes to take with respect thereto and (g) any litigation or governmental proceeding pending against the Borrower or any Subsidiary for which it would reasonably be expected that an adverse determination is probable, and that such determination would result in a Material Adverse Effect.

(h) Environmental Matters. Promptly after a Financial Officer of the Borrower obtains written notice from any Governmental Authority of any one or more of the following environmental matters, unless such environmental matters would not, individually, or when aggregated with all other such matters, be reasonably expected to result in a Material Adverse Effect, notice of:

(i) any condition or occurrence on any Oil and Gas Properties of any Loan Party that would reasonably be expected to result in noncompliance by any Loan Party with any applicable Environmental Law;

(ii) any condition or occurrence on any Oil and Gas Properties that would reasonably be anticipated to cause such Oil and Gas Properties to be subject to any restrictions on the ownership, occupancy, use or transferability of such Oil and Gas Properties under any Environmental Law; and

(iii) the conduct of any investigation, or any removal, remedial or other corrective action in response to the actual or alleged presence, release or threatened release of any Hazardous Material on, at, under or from any Oil and Gas Properties.

All such notices delivered under this Section 8.01(f) shall describe in reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and the response thereto.

(i) Change in Beneficial Ownership Certification. The Borrower will promptly notify the Administrative Agent and each Lender of any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified in such certification.

Section 4. Limited Consent and Waiver of Section 8.01(o). Subject to the satisfaction or waiver in writing of each of the conditions precedent set forth in Section 5 hereof and in reliance on the representations, warranties, covenants and agreements set forth in this Sixth Amendment, the Administrative Agent and Lenders hereby waive compliance with Section 8.01(o) resulting from the failure to notify the Administrative Agent at least 30 days before the change (i) in the Borrower's name from WildHorse Resource Development Corporation to Brazos Valley Longhorn, L.L.C., (ii) of the location of the Borrower's chief executive office to 6100 North Western Avenue, Oklahoma City, OK 73118, (iii) in the Borrower's organizational structure from a Delaware corporation to a Delaware limited liability company, (iv) in the Borrower's organizational number to 7239475, and (v) in the Borrower's taxpayer identification number to 83-3294278.

Section 5. Conditions Precedent to Sixth Amendment Effective Date Amendments. The effectiveness of the amendments set forth in Section 2 hereof is subject to the following:

5.1. The Administrative Agent shall have received counterparts (in such number as may be requested by the Administrative Agent) of this Sixth Amendment duly executed by the Borrower, each Guarantor and the Majority Lenders.

5.2. No Default or Borrowing Base Deficiency shall have occurred and be continuing as of the date hereof after giving effect to the terms of this Sixth Amendment.

5.3. The Administrative Agent shall have received all fees and other amounts due and payable to the Administrative Agent or any Lender in connection with this Sixth Amendment, including consent fees for the account of each Lender that has delivered a duly executed counterpart of this Sixth Amendment to the Administrative Agent on or prior to the date hereof (each, a "Consenting Lender") in an aggregate amount for each such Consenting Lender equal to 5 basis points (0.05%) of such Consenting Lender's Elected Commitment as of the Sixth Amendment Effective Date.

5.4. The Administrative Agent shall have received such other documents as the Administrative Agent or its special counsel may reasonably require. The Administrative Agent is hereby authorized and directed to declare this Sixth Amendment to be effective when it has received documents confirming or certifying, to the satisfaction of the Administrative Agent, compliance with the conditions set forth in this Section 5 or the waiver of such conditions as permitted hereby. Such declaration shall be final, conclusive and binding upon all parties to the Credit Agreement for all purposes.

5.5. The Administrative Agent shall have received appropriate UCC search certificates and county-level real property record search results reflecting no prior Liens encumbering the Properties of Merger Sub and WildHorse LLC for each jurisdiction requested by the Administrative Agent; other than Liens permitted by Section 9.03.

5.6. The Administrative Agent shall have received evidence that all UCC-1 financing statements and UCC-3 amendments to, and continuations of, financing statements in the appropriate jurisdiction or jurisdictions for each Loan Party that the Administrative Agent may deem reasonably necessary to comply with Section 8.14(d) shall have been provided for, and arrangements for the filing thereof in a manner reasonably satisfactory to the Administrative Agent shall have been made. The Borrower acknowledges and agrees that any such financing statement may describe the collateral as "all assets" of Merger Sub, WildHorse LLC or any other Loan Party or words of similar effect as may be required by the Administrative Agent.

5.7. The WildHorse Mergers shall have occurred or shall be occurring substantially contemporaneously herewith in accordance with the terms of the WildHorse Merger Agreement (with all of the material conditions precedent thereto having been satisfied in all material respects by the parties thereto), and the Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower certifying that the condition in this Section 5.7 has been satisfied.

5.8. The Administrative Agent shall have received a true, correct and complete copy of the WildHorse Merger Agreement as of the Sixth Amendment Effective Date, duly executed by the parties thereto.

5.9. The Administrative Agent shall have received all documentation and other information (including Beneficial Ownership Certifications) about Merger Sub, WildHorse LLC or any other Loan Party as shall have been reasonably requested in writing by the Administrative Agent at least three Business Days before the Sixth Amendment Effective Date and as is mutually agreed to be required by U.S. regulatory authorities under applicable "know your customer", beneficial ownership and anti-money laundering rules and regulations, and Beneficial Ownership Regulation, including the PATRIOT Act and if the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification in respect of the Borrower, in each case, that has been requested in writing by the Administrative Agent or any Lender at least one Business Day before the Sixth Amendment Effective Date.

5.10. The Administrative Agent shall have received an opinion of Baker Botts L.L.P., as special counsel to WildHorse LLC and WildHorse Co-Issuer, including customary organization, due execution, no conflicts and enforceability opinions, in form and substance reasonably acceptable to the Administrative Agent.

5.11. The Administrative Agent shall have received duly executed counterparts of the amendment to that certain Amended and Restated Credit Agreement (the "Chesapeake Credit Agreement") dated as of September 12, 2018, among Chesapeake, MUFG Union Bank, N.A., as administrative agent, and the banks and other financial institutions party thereto, pursuant to which, among other things, WildHorse LLC shall be designated as an Unrestricted Subsidiary (as defined in the Chesapeake Credit Agreement).

5.12. The Administrative Agent shall have received substantially contemporaneously herewith duly executed counterparts of (i) that certain Assumption Agreement dated as of the date hereof, by WildHorse Co-Issuer, in favor of the Administrative Agent and (ii) that certain Amendment No. 4 to Pledge and Security Agreement, dated as of the date hereof, by the Loan Parties.

Section 6. Conditions Precedent to Amendment Effective Upon WildHorse Indenture Modification. The effectiveness of the amendment set forth in Section 3 hereof is subject to the following:

6.1. The conditions precedent set forth in Section 5 hereof shall have been satisfied as of the Sixth Amendment Effective Date.

6.2. The WildHorse Indenture Modification shall have occurred.

6.3. The Administrative Agent shall have received counterparts of the amendment, supplement or other written agreement providing for the WildHorse Indenture Modification, duly executed by the Borrower, each guarantor party thereto and U.S. Bank, National Association, as trustee.

Section 7. Miscellaneous.

7.1. Confirmation and Effect. The provisions of the Credit Agreement (as amended by this Sixth Amendment) shall remain in full force and effect in accordance with its terms following the Sixth Amendment Effective Date, and this Sixth Amendment shall not constitute a waiver of any provision of the Credit Agreement or any other Loan Document, except as expressly provided for herein. Each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import shall mean and be a reference to the Credit Agreement as amended hereby, and each reference to the Credit Agreement in any other document, instrument or agreement executed and/or delivered in connection with the Credit Agreement shall mean and be a reference to the Credit Agreement as amended hereby.

7.2. No Waiver. Neither the execution by the Administrative Agent or the Lenders of this Sixth Amendment, nor any other act or omission by the Administrative Agent or the Lenders or their officers in connection herewith, shall be deemed a waiver by the Administrative Agent or the Lenders of any Defaults or Events of Default which may exist, which may have occurred prior to the date of the effectiveness of this Sixth Amendment or which may occur in the future under the Credit Agreement and/or the other Loan Documents, except as expressly provided in Section 4 hereof. Similarly, nothing contained in this Sixth Amendment shall directly or indirectly in any way whatsoever either: (a) impair, prejudice or otherwise adversely affect the Administrative Agent's or the Lenders' right at any time to exercise any right, privilege or remedy in connection with the Loan Documents with respect to any Default or Event of Default, (b) except as expressly provided herein, waive, amend or alter any provision of the Credit Agreement, the other Loan Documents, or any other contract or instrument, or (c) constitute any course of dealing or other basis for altering any obligation of the Borrower or any right, privilege or remedy of the Administrative Agent or the Lenders under the Credit Agreement, the other Loan Documents, or any other contract or instrument.

7.3. Ratification and Affirmation of Loan Parties. Each Loan Party hereby expressly (i) acknowledges the terms of this Sixth Amendment, (ii) ratifies and affirms its obligations under the Guaranty Agreement, the Security Agreement and the other Loan Documents to which it is a party, (iii) acknowledges, renews and extends its continued liability under the Guaranty Agreement, the Security Agreement and the other Loan Documents to which it is a party, (iv) agrees that its guarantee under the Guaranty Agreement and its pledge of collateral under the Security Agreement and any of its obligations under the other Loan Documents to which it is a party remain in full force and effect with respect to the Indebtedness as amended hereby, (v) represents and warrants to the Lenders and the Administrative Agent that each representation and warranty of such Person contained in the Credit Agreement (as amended by this Sixth Amendment) and the other Loan Documents to which it is a party is true and correct in all material respects as of the date hereof and after giving effect to this Sixth Amendment except (A) to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall continue to be true and correct as of such specified earlier date, and (B) to the extent that any such representation and warranty is expressly qualified by reference to materiality, a Material Adverse Effect or similar qualification, in which case such representations and warranties shall be true and correct in all respects, (vi) represents and warrants to the Lenders and the Administrative Agent that the execution, delivery and performance by such Person of this Sixth Amendment are within such Person's corporate, limited partnership or limited liability company powers (as applicable), have been duly authorized by all necessary action and that this Sixth Amendment constitutes the valid and binding obligation of such Person enforceable in accordance

with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law, and (vii) represents and warrants to the Lenders and the Administrative Agent that, after giving effect to this Sixth Amendment, no Default or Event of Default exists.

7.4. Counterparts. This Sixth Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Sixth Amendment by facsimile or other electronic transmission (e.g., .pdf) shall be effective as delivery of a manually executed counterpart of this Sixth Amendment.

7.5. No Oral Agreement. This written Sixth Amendment, the Credit Agreement and the other Loan Documents executed in connection herewith and therewith represent the final agreement between the parties hereto and thereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

7.6. Governing Law. This Sixth Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

7.7. Payment of Expenses. The Borrower agrees to pay or reimburse the Administrative Agent for all of its reasonable and documented out-of-pocket costs and expenses incurred in connection with this Sixth Amendment in accordance with Section 12.03.

7.8. Severability. Any provision of this Sixth Amendment or any other Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

7.9. Successors and Assigns. This Sixth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (in each case, as permitted by Section 12.04).

7.10. Loan Document. This Sixth Amendment shall constitute a "Loan Document" under and as defined in Section 1.02.

[Signature Pages Follow]

The parties hereto have caused this Sixth Amendment to be duly executed as of the day and year first above written.

BORROWER: **BRAZOS VALLEY LONGHORN, L.L.C.,** a Delaware limited liability company and successor by merger to WildHorse Resource Development Corporation, a Delaware corporation

By: /s/ Erik S. Fares

Name: Erik S. Fares

Title: Vice President and Treasurer

GUARANTORS:

WILDHORSE RESOURCES II, LLC, a Delaware limited liability company
By: Brazos Valley Longhorn, L.L.C., its sole member

ESQUISTO RESOURCES II, LLC, a Texas limited liability company
By: Brazos Valley Longhorn, L.L.C., its sole member

WHE ACQCO., LLC, a Delaware limited liability company
By: Brazos Valley Longhorn, L.L.C., its sole member

WHR EAGLE FORD LLC, a Delaware limited liability company
By: Brazos Valley Longhorn, L.L.C., its sole member

BURLESON SAND LLC, a Delaware limited liability company
By: Brazos Valley Longhorn, L.L.C., its sole member

WHCC INFRASTRUCTURE LLC, a Delaware limited liability company
By: Brazos Valley Longhorn, L.L.C., its sole member

By: /s/ Erik S. Fares
Name: Erik S. Fares
Title: Vice President and Treasurer

WILDHORSE RESOURCES MANAGEMENT COMPANY, LLC, a Delaware limited liability company

By: WildHorse Resources II, LLC, its sole member,
By: Brazos Valley Longhorn, L.L.C., its sole member

By: /s/ Erik S. Fares
Name: Erik S. Fares
Title: Vice President and Treasurer

PETROMAX E&P BURLESON, LLC, a Texas limited liability company

By: Esquisto Resources II, LLC, its sole member,
By: Brazos Valley Longhorn, L.L.C., its sole member

By: /s/ Erik S. Fares
Name: Erik S. Fares
Title: Vice President and Treasurer

BURLESON WATER RESOURCES, LLC, a Texas limited liability company

By: Esquisto Resources II, LLC, its sole member,
By: Brazos Valley Longhorn, L.L.C., its sole member

By: /s/ Erik S. Fares
Name: Erik S. Fares
Title: Vice President and Treasurer

BRAZOS VALLEY LONGHORN FINANCE CORP., a Delaware corporation

By: /s/ Erik S. Fares
Name: Erik S. Fares
Title: Vice President and Treasurer

ADMINISTRATIVE AGENT AND LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and a Lender

By: /s/ Michael Real

Name: Michael Real

Title: Director

BMO HARRIS BANK N.A., as a Lender

By: /s/ Gumaro Tijerina
Name: Gumaro Tinerina
Title: Managing Director

BANK OF AMERICA, N.A., as a Lender

By: /s/ Raza Jafferi
Name: Raza Jafferi
Title: Director

BARCLAYS BANK PLC, as a Lender

By: /s/ Sydney G. Dennis
Name: Sydney G. Dennis
Title: Director

CITIBANK, N.A., as a Lender

By: /s/ Jeff Ard
Name: Jeff Ard
Title: Vice President

COMERICA BANK, as a Lender

By: /s/ Britney P. Geidel
Name: Britney P. Geidel
Title: Portfolio Manager

BOKF, NA DBA BANK OF TEXAS, as a Lender

By: /s/ Martin W. Wilson
Name: Martin W. Wilson
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Jo Linda Papadakis
Name: Jo Linda Papadakis
Title: Authorized Officer

COMPASS BANK, as a Lender

By: /s/ Kathleen J. Bowen
Name: Kathleen J. Bowen
Title: Managing Director

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a Lender

By: /s/ Trudy Nelson
Name: Trudy Nelson
Title: Authorized Signatory

By: /s/ Donovan C. Broussard
Name: Donovan C. Broussard
Title: Authorized Signatory

FIFTH THIRD BANK, as a Lender

By: /s/ Justin Bellamy
Name: Justin Bellamy
Title: Director

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ John C. Lozano
Name: John C. Lozano
Title: Senior Vice President

ABN AMRO CAPITAL USA LLC, as a Lender

By: /s/ Darrell Holley
Name: Darrell Holley
Title: Managing Director

By: /s Scott Myatt
Name: Scott Myatt
Title: Executive Director

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Sandra Salazar
Name: Sandra Salazar
Title: Managing Director

BRANCH BANKING AND TRUST COMPANY, as a Lender

By: /s/ James Giordano
Name: James Giordano
Title: Senior Vice President

REGIONS BANK, as a Lender

By: /s/ Miles Matter
Name: Miles Matter
Title: Vice President

THE HUNTINGTON NATIONAL BANK, as a Lender

By: /s Jason A. Zilewicz
Name: Jason A. Zilewicz
Title: Director

CATHAY BANK, as a Lender

By: /s Stephen V. Bacala II
Name: Stephen V. Bacala II
Title: Vice President

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Mahesh Mohan
Name: Mahesh Mohan
Title: Authorized Signatory

NATIXIS, NEW YORK BRANCH, as a Lender

By:	/s/ Vikram Nath
Name:	Vikram Nath
Title:	Director

By:	/s Brian O'Keefe
Name:	Brian 'Keefe
Title:	Vice President

Exhibit 99.1

NEWS RELEASE

FOR IMMEDIATE RELEASE
FERUARY 1, 2019

CHESAPEAKE ENERGY CORPORATION COMPLETES ACQUISITION OF WILDHORSE RESOURCE DEVELOPMENT CORPORATION

OKLAHOMA CITY, February 1, 2019 -- Chesapeake Energy Corporation (NYSE:CHK) today announced that it has completed its acquisition of WildHorse Resource Development Corporation (NYSE:WRD). The merger was previously approved by Chesapeake shareholders and WildHorse stockholders at special meetings held on January 31, 2019.

At the election of each WildHorse common stockholder, the consideration consisted of either 5.989 shares of Chesapeake common stock (the "share consideration") or a combination of 5.336 shares of Chesapeake common stock and $3.00 in cash (the "mixed consideration"), in exchange for each share of WildHorse common stock.

As a result of the merger, WildHorse common stock will no longer be listed for trading on the New York Stock Exchange.

Doug Lawler, Chesapeake's Chief Executive Officer, commented, "In 2018, Chesapeake Energy continued to build upon our track record of consistent business delivery and transformational progress through both financial and operating improvements. The addition of the WildHorse assets to our high-quality, diverse portfolio, combined with our operating expertise and experience, provides another oil growth engine with significant oil inventory for years to come and gives us tremendous flexibility and optionality to help achieve our strategic goals."

In conjunction with the closing, and as previously announced under the terms of the merger agreement, David W. Hayes has joined the Chesapeake board, effective immediately. In addition, Jay C. Graham will be appointed to fill the next vacancy on the Chesapeake board.

In a separate vote at the special meeting, Chesapeake shareholders approved a proposal to amend Chesapeake's restated certificate of incorporation to increase the number of authorized shares of Chesapeake common stock from 2,000,000,000 shares to 3,000,000,000 shares.

Credit Facility Amendments

In connection with the merger, Chesapeake entered into the First Amendment to its Credit Agreement, dated as of September 12, 2018, which, among other things, expressly permitted Chesapeake's initial investment in WildHorse. An amendment to WildHorse's Credit Agreement, dated as of December 19, 2016, was also entered into to amend certain provisions to permit the merger and to permit borrowings under the WildHorse Credit Agreement to be used to redeem or repurchase WildHorse's senior notes so long as certain conditions are met. A supplement to WildHorse's Indenture, dated as of February 1, 2017, governing WildHorse's 6.875% Senior Notes due 2025 was also entered into, pursuant to which Brazos Valley Longhorn, L.L.C., as successor by merger to WildHorse, assumed WildHorse's obligations as issuer under the Indenture and Brazos Valley Longhorn Finance Corp. was appointed as co-issuer of WildHorse's senior notes. Further details regarding these amendments may be obtained from a Form 8-K to be filed by the company later today.

Headquartered in Oklahoma City, Chesapeake Energy Corporation's operations are focused on discovering and developing its large and geographically diverse resource base of unconventional oil and natural gas assets onshore in the United States.

Cautionary Statement Regarding Forward-Looking Statements

This communication may contain certain forward-looking statements within the meaning of federal securities law, including financial and operating improvements and growth in oil production and inventory. Such statements are subject to numerous assumptions, risks, and uncertainties. Statements that do not describe historical or current facts, including statements about beliefs and expectations, are forward-looking statements. Forward-looking statements may be identified by words such as expect, anticipate, believe, intend, estimate, plan, target, goal, or similar expressions, or future or conditional verbs such as will, may, might, should, would, could, or similar variations. The forward-looking statements are intended to be subject to the safe harbor provided by Section 27A of the Securities Act of 1933, Section 21E of the Securities Exchange Act of 1934, and the Private Securities Litigation Reform Act of 1995.

While there is no assurance that any list of risks and uncertainties or risk factors is complete, below are certain factors which could cause actual results to differ materially from those contained or implied in the forward-looking statements: potential adverse reactions or changes to business or employee relationships, including those resulting from the announcement or completion of the transaction; competitive responses to the transaction; the possibility that the anticipated benefits of the transaction are not realized when expected or at all, including as a result of the impact of, or problems arising from, the integration of the two companies; diversion of management's attention from ongoing business operations and opportunities; the ability of Chesapeake to complete the integration of WildHorse successfully; litigation relating to the transaction; and other factors that may affect future results of Chesapeake.

Additional factors that could cause results to differ materially from those described above can be found in Chesapeake's Annual Report on Form 10-K for the year ended December 31, 2017 and in its subsequent Quarterly Reports on Form 10-Q for the quarters ended March 31, 2018, June 30, 2018 and September 30, 2018, each of which is on file with the SEC and available in the "Investors" section of Chesapeake's website, https://www.chk.com/, under the heading "SEC Filings" and in other documents Chesapeake files with the SEC.

All forward-looking statements speak only as of the date they are made and are based on information available at that time. Chesapeake assumes no obligation to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements were made or to reflect the occurrence of unanticipated events except as required by federal securities laws. As forward-looking statements involve significant risks and uncertainties, caution should be exercised against placing undue reliance on such statements.

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