As filed with the Securities and Exchange Commission on January 10, 2020

Registration Statement No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Chesapeake Energy Corporation*

(Exact name of registrant as specified in its charter)

Oklahoma	**1311**	**73-1395733**
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(IRS Employer Identification No.)

6100 North Western Avenue
Oklahoma City, Oklahoma 73118
(405) 848-8000
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

James R. Webb
Executive Vice President – General Counsel and
Corporate Secretary
6100 North Western Avenue
Oklahoma City, Oklahoma 73118
(405) 848-8000
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

With a copy to:
Clinton W. Rancher
Joshua Davidson
Baker Botts L.L.P.
910 Louisiana Street
Houston, Texas 77002-4995
(713) 229-1234

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. o

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering. o

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer o
Non-accelerated filer (Do not check if a smaller reporting company) o	Smaller reporting company o 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 7(a)(2)(B) of the Securities Act. o

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) o

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) o

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Note	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee	
8.00% Senior Notes due 2026	$45,861,000	100%	$45,861,000	$5,952.76	(1)
Guarantees of 8.00% Senior Notes due 2026	—	—	—	—	(2)

(1) Determined in accordance with Rule 457(f) under the Securities Act of 1933, as amended (the "Securities Act").

(2) Pursuant to Rule 457(n) under the Securities Act, no separate filing fee is required for the guarantees.

The registrants hereby amend this registration statement on such date or dates as may be necessary to delay its effective date until the registrants shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

*Includes certain subsidiaries of Chesapeake Energy Corporation identified below.

Exact Name of Additional Registrants	Jurisdiction of Incorporation/Organization	I.R.S. Employer Identification Number
Chesapeake AEZ Exploration, L.L.C.	Oklahoma	27-2151081
Chesapeake Appalachia, L.L.C.	Oklahoma	20-3774650
Chesapeake-Clements Acquisition, L.L.C.	Oklahoma	20-8716794
Chesapeake E&P Holding, L.L.C.	Oklahoma	27-4485832
Chesapeake Energy Louisiana, LLC	Oklahoma	73-1524569
Chesapeake Energy Marketing, L.L.C.	Oklahoma	73-1439175
Chesapeake Exploration, L.L.C.	Oklahoma	71-0934234
Chesapeake Land Development Company, L.L.C.	Oklahoma	20-2099392
Chesapeake Louisiana, L.P.	Oklahoma	73-1519126
Chesapeake Midstream Development, L.L.C.	Oklahoma	46-1179116
Chesapeake NG Ventures Corporation	Oklahoma	45-2354177
Chesapeake Operating, L.L.C.	Oklahoma	73-1343196
Chesapeake Plains, LLC	Oklahoma	81-3212038
Chesapeake Royalty, L.L.C.	Oklahoma	73-1549744
Chesapeake VRT, L.L.C.	Oklahoma	20-8380083
Compass Manufacturing, L.L.C.	Oklahoma	26-1455378
EMLP, L.L.C.	Oklahoma	27-0581428
Empress, L.L.C.	Oklahoma	26-2809898
GSF, L.L.C.	Oklahoma	26-2762867
MC Louisiana Minerals, L.L.C.	Oklahoma	26-3057487
MC Mineral Company, L.L.C.	Oklahoma	61-1448831
MidCon Compression, L.L.C.	Oklahoma	20-0299525
Nomac Services, L.L.C.	Oklahoma	45-1157545
Winter Moon Energy Corporation	Oklahoma	26-1939483
Northern Michigan Exploration Company, L.L.C.	Michigan	27-2462483
CHK Utica, L.L.C.	Delaware	36-4711997
Sparks Drive SWD, Inc.	Delaware	76-0722336
CHK Energy Holdings, Inc.	Texas	46-1772347
Empress Louisiana Properties, L.P.	Texas	20-1993109

* The address and telephone number of each additional registrant’s principal executive office is: Chesapeake Energy Corporation, 6100 North Western Avenue, Oklahoma City, Oklahoma, 73118; Telephone number: (405) 848-8000.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective.

Subject to Completion, dated January 10, 2020

PROSPECTUS

Chesapeake Energy Corporation

Offer to Exchange
$45,861,000 of 8.00% Senior Notes due 2026
that have been registered under the Securities Act of 1933
for
$45,861,000 of 8.00% Senior Notes due 2026
that have not been registered under the Securities Act of 1933

The exchange notes:

- will be freely tradable upon exchange;
- will be issued under the same indenture as the outstanding notes; and
- will have terms identical in all material respects to the terms of the outstanding notes, except that (i) the transfer restrictions and registration rights applicable to the outstanding notes do not apply to the exchange notes and (ii) the exchange notes will not contain provisions relating to additional interest relating to our registration obligations

The exchange offer:

- expires at 5:00 p.m., New York City time, on _____, 2020, unless extended; and
- is not conditioned upon any minimum aggregate principal amount of outstanding notes being tendered.

You should note that:

- we will exchange all outstanding notes that are validly tendered and not validly withdrawn for an equal principal amount of the exchange notes that we have registered under the Securities Act;
- all interest due and payable on the outstanding notes will become due on the same terms under the exchange notes;
- you may withdraw tenders of outstanding notes at any time prior to the expiration of the exchange offer;
- if you fail to tender your outstanding notes, you will continue to hold unregistered, restricted securities, and your ability to transfer them could be adversely affected;
- the outstanding notes may be exchanged for the exchange notes only in minimum denominations of $2,000 and integral multiples of $1,000;
- the exchange of outstanding notes for exchange notes in the exchange offer will not be a taxable exchange for U.S. federal income tax purposes; and
- we will not receive any proceeds from this exchange offer.

Please read “Risk Factors” beginning on page 13 for a discussion of factors you should consider before participating in the exchange offer.

Neither the Securities and Exchange Commission (“SEC”) nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Each broker-dealer that receives exchange notes for its own account pursuant to this exchange offer in exchange for outstanding notes that were acquired by that broker-dealer as a result of market-making or other trading activities must acknowledge by way of the letter of transmittal that it will deliver a prospectus (or, to the extent permitted by law, make available a prospectus) to purchasers in connection with any resale of the exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by such a broker-dealer in connection with resales of the notes received in the exchange offer. We have agreed to make this prospectus available to broker-dealers for use in connection with any such resale for a period ending on , 2020. See “Plan of Distribution.”

YOU SHOULD READ THIS ENTIRE DOCUMENT AND THE ACCOMPANYING LETTER OF TRANSMITTAL AND RELATED DOCUMENTS AND ANY AMENDMENTS OR SUPPLEMENTS CAREFULLY BEFORE MAKING YOUR DECISION TO PARTICIPATE IN THE EXCHANGE OFFER.

The date of this prospectus is , 2020.

TABLE OF CONTENTS

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement we filed with the SEC. We have not authorized anyone to provide you with any information or made any representation other than those contained in or incorporated by reference into this prospectus and in the letter of transmittal accompanying this prospectus. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not making any offer to sell or exchange these securities in any jurisdiction where the offer is not permitted. You should assume that the information contained in this prospectus or in the documents incorporated by reference into this prospectus are accurate only as of the date on the front cover of this prospectus or the date of such incorporated documents, as the case may be.

This prospectus incorporates by reference important business and financial information about us that is not included in or delivered with this prospectus. This information is available without charge upon written or oral request directed to: Chesapeake Energy Corporation, 6100 North Western Avenue, Oklahoma City, Oklahoma, 73118; Attention: Investor Relations; telephone number: (405) 848-8000. To obtain timely delivery, you must request the information no later than , 2020. The exhibits to the documents incorporated by reference will generally not be made available unless they are specifically incorporated by reference in the documents.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the internet at the SEC's website at *www.sec.gov*. We maintain a website at *www.chk.com*, where we post our SEC filings. The information on, or accessible from, our website is not a part of this prospectus and is not incorporated by reference in this prospectus.

We incorporate by reference information into this prospectus, which means that we disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus. Unless this prospectus or the information incorporated by reference herein indicates that another date applies, you should not assume that the information in this prospectus is current as of any date other than the date of this prospectus or that any information we have incorporated by reference herein is accurate as of any date other than the date of the document incorporated by reference.

We incorporate by reference the documents listed below and any future filings made with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act of 1934, as amended (the "Exchange Act") (excluding information furnished and not filed in accordance with SEC rules), on or after the date of this prospectus and until the exchange offer described in this prospectus is completed or otherwise terminated. These reports contain important information about us, our financial condition and our results of operations.

- Our Annual Report on Form 10-K for the year ended December 31, 2018 and our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2019, June 30, 2019 and September 30, 2019; and
- Our Current Reports on Form 8-K filed on January 4, 2019, February 1, 2019 (as amended on Form 8-K/A filed on March 5, 2019), April 5, 2019, April 24, 2019, May 9, 2019, May 17, 2019, September 10, 2019, September 19, 2019, November 13, 2019, November 15, 2019, December 4, 2019, December 13, 2019, December 26, 2019 and December 27, 2019 and the information included in Chesapeake's Definitive Proxy Statement on Schedule 14A filed on April 5, 2019 to the extent incorporated by reference in Part III of Chesapeake's Annual Report on Form 10-K for the year ended December 31, 2018.

All filings made by us with the SEC pursuant to the Exchange Act (excluding any information "furnished" but not "filed," unless we specifically provide that such "furnished" information is to be incorporated by reference) after the date of the initial registration statement and prior to the effectiveness of this registration statement shall also be deemed incorporated by reference into this prospectus.

You may request a copy of our filings, at no cost, by writing or telephoning us at the following address or phone number:

Chesapeake Energy Corporation
Attention: Investor Relations
6100 North Western Avenue
Oklahoma City, Oklahoma 73118
(405) 848-8000

THE INFORMATION CONTAINED IN OUR WEBSITE IS NOT INCORPORATED BY REFERENCE AND DOES NOT CONSTITUTE A PART OF THE PROSPECTUS.

FORWARD-LOOKING STATEMENTS

This prospectus includes “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 (the “Exchange Act”). Forward-looking statements include our current expectations or forecasts of future events, including matters relating to our ability to meet debt service requirements and capital efficiencies related to our acquisition of WildHorse Resource Development Corporation ("WildHorse"). In this context, forward-looking statements often address our expected future business and financial performance and financial condition, and often contain words such as “expect,”, “could”, “may”, “anticipate,” “intend,” “plan,”, “ability,” “believe,” “seek,” “see,” “will,” “would,” “estimate,” “forecast,” “target,” “guidance,” “outlook,” “opportunity” or “strategy.”

Although we believe the expectations and forecasts reflected in our forward-looking statements are reasonable, they are inherently subject to numerous risks and uncertainties, most of which are difficult to predict and many of which are beyond our control. No assurance can be given that such forward-looking statements will be correct or achieved or that the assumptions are accurate or will not change over time. Particular uncertainties that could cause our actual results to be materially different than those expressed in our forward-looking statements include:

- our ability to comply with the covenants under the Chesapeake credit facility (as defined herein) and other indebtedness and the related impact on our ability to continue as a going concern;
- the results of the exchange offer;
- the volatility of oil, natural gas and NGL prices;
- uncertainties inherent in estimating quantities of oil, natural gas and NGL reserves and projecting future rates of production and the amount and timing of development expenditures;
- our ability to replace reserves and sustain production;
- drilling and operating risks and resulting liabilities;
- our ability to generate profits or achieve targeted results in drilling and well operations;
- the effect that limitations on our level of indebtedness under our Chesapeake credit facility may have on our financial flexibility;
- our inability to access the capital markets on favorable terms;
- the availability of cash flows from operations and other funds to finance reserve replacement costs or satisfy our debt obligations;
- adverse developments or losses from pending or future litigation and regulatory proceedings, including royalty claims;
- effects of environmental protection laws and regulation on our business;
- terrorist activities and/or cyber-attacks adversely impacting our operations;
- effects of acquisitions and dispositions, including our acquisition of WildHorse and our ability to realize related synergies and cost savings;
- effects of purchase price adjustments and indemnity obligations; and
- other factors that are described under Risk Factors in Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2018 and Item 1A of our Forms 10-Q for the quarters ended March 31, 2019 and September 30, 2019.

We caution you not to place undue reliance on the forward-looking statements contained in this prospectus, which speak only as of the filing date of the document in which they are made, and we undertake no obligation to update this information. We urge you to carefully review and consider the disclosures in this prospectus and our other filings with the SEC and incorporated by reference herein that attempt to advise interested parties of the risks and factors that may affect our business. Please see “Where You Can Find More Information.”

SUMMARY

This summary highlights information included or incorporated by reference in this prospectus. It may not contain all of the information that is important to you. This prospectus includes information about the exchange offer and the exchange notes and includes or incorporates by reference information about our business and our financial and operating data. Before deciding to participate in the exchange offer, you should read this entire prospectus carefully, including the information incorporated by reference in this prospectus and the "Risk Factors" section beginning on page 13 of this prospectus.

Except as otherwise required or indicated, references to the "Company," "Chesapeake," "we," "our," "us" or like terms refer to Chesapeake Energy Corporation and its subsidiaries, collectively. For ease of reference, we use the term "WildHorse" to refer to WildHorse Resource Development Corporation prior to the acquisition and Brazos Valley Longhorn, L.L.C. after the acquisition, as applicable.

CHESAPEAKE ENERGY CORPORATION

Chesapeake Energy Corporation is an independent exploration and production company engaged in the acquisition, exploration and development of properties to produce oil, natural gas and NGLs from underground reservoirs. We own a large and geographically diverse portfolio of onshore U.S. unconventional natural gas and liquids assets, including interests in approximately 13,900 oil and natural gas wells. We have leading positions in the liquids-rich resource plays of the Eagle Ford Shale in south Texas, the stacked play in the Powder River Basin in Wyoming and the Anadarko Basin in northwestern Oklahoma. Our natural gas resource plays are the Marcellus Shale in the northern Appalachian Basin in Pennsylvania and the Haynesville/Bossier Shales in northwestern Louisiana

We are an Oklahoma corporation. Our principal offices are located at 6100 North Western Avenue, Oklahoma City, Oklahoma 73118, and our telephone number is (405) 848-8000. Further information is available at *www.chk.com*. Information that you may find on our website is not part of this prospectus and is not incorporated by reference into this prospectus.

EXCHANGE OFFER

On April 3, 2019, we issued $918,514,000 aggregate principal amount of 8.00% Senior Notes due 2026 (the "outstanding notes") in a transaction exempt from or not subject to registration under the Securities Act. In connection therewith, Chesapeake Energy Corporation and certain subsidiary guarantors named therein entered into a registration rights agreement (the "registration rights agreement") with the several dealer managers specified on Schedule I thereto, pursuant to which we agreed, among other things, to use our commercially reasonable efforts to complete an exchange offer for the outstanding notes on or prior to April 2, 2020. On December 19, 2019, in a transaction exempt from or not subject to registration under the Securities Act, we exchanged $872,653,000 aggregate principal amount of the outstanding notes for 11.5% senior secured second lien notes due 2025 (the "second lien notes").

We refer to the offer to exchange as the "exchange offer."

The following is a summary of the exchange offer.

Outstanding Notes	On April 3, 2019 we issued $918,514,000 aggregate principal amount of the outstanding notes. On December 19, 2019, in a transaction exempt from or not subject to registration under the Securities Act, we exchanged $872,653,000 aggregate principal amount of the outstanding notes for the second lien notes.
Exchange Notes	The notes to be issued upon exchange of the outstanding notes (the "exchange notes") will be our 8.00% Senior Notes due 2026, having terms that are identical in all material respects to the terms of the outstanding notes, except that (i) the transfer restrictions and registration rights applicable to the outstanding notes do not apply to the exchange notes and (ii) the exchange notes will not contain provisions relating to additional interest relating to our registration obligations.
Exchange Offer	We are offering to exchange up to $45,861,000 aggregate principal amount of our 8.00% Senior Notes due 2026 for an equal amount of our outstanding 8.00% Senior Notes due 2026 to satisfy our obligations under the registration rights agreement.
Expiration Date	The exchange offer will expire at 5:00 p.m., New York City time, on , 2020, unless we decide to extend it.
Conditions to the Exchange Offer	We will not accept outstanding notes for exchange if the exchange offer or the making of any exchange by a holder of the outstanding notes would violate any applicable law or SEC policy. A minimum aggregate principal amount of outstanding notes being tendered is not a condition to the exchange offer. Please read "Exchange Offer—Conditions to the Exchange Offer" for more information about the conditions to the exchange offer.

Procedures for Tendering Outstanding Notes	All of the outstanding notes are held in book-entry form through the facilities of The Depository Trust Company ("DTC"). To participate in the exchange offer, you must follow the automatic tender offer program ("ATOP") procedures established by DTC for tendering notes held in book-entry form. The ATOP procedures require that the exchange agent receive, prior to the expiration date of the exchange offer, a computer-generated message known as an "agent's message" that is transmitted through ATOP and that DTC confirm that: • DTC has received instructions to exchange your notes; and • you agree to be bound by the terms of the letter of transmittal in Annex A hereto. For more details, please read "Exchange Offer—Terms of the Exchange Offer" and "Exchange Offer—Procedures for Tendering."
Guaranteed Delivery Procedures	None.
Withdrawal of Tenders	You may withdraw your tender of outstanding notes at any time prior to the expiration date. To withdraw, you must submit a notice of withdrawal to the exchange agent using ATOP procedures before 5:00 p.m., New York City time, on the expiration date of the exchange offer. Please read "Exchange Offer—Withdrawal of Tenders."
Acceptance of Outstanding Notes and Delivery of Exchange Notes	If you fulfill all conditions required for proper acceptance of outstanding notes, we will accept any and all outstanding notes that you properly tender in the exchange offer before 5:00 p.m., New York City time, on the expiration date. We will return any outstanding notes that we do not accept for exchange to you without expense promptly after the expiration date. We will deliver the exchange notes promptly after the expiration date. Please read "Exchange Offer—Terms of the Exchange Offer."
Special Procedures for Beneficial Owners	If you own a beneficial interest in outstanding notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender the outstanding notes in the exchange offer, please contact the registered holder as soon as possible and instruct it to tender on your behalf and to comply with our instructions described in this prospectus.
Fees and Expenses	We will bear all expenses related to the exchange offer. Please read "Exchange Offer—Fees and Expenses."
Use of Proceeds	The issuance of the exchange notes will not provide us with any new proceeds. We are making the exchange offer solely to satisfy our obligations under the registration rights agreement.

Consequences of Failure to Exchange Outstanding Notes	If you do not exchange your outstanding notes in the exchange offer, you will no longer be able to require us to register the outstanding notes under the Securities Act, except in the limited circumstances provided under the registration rights agreement. In addition, you will not be able to resell, offer to resell or otherwise transfer the outstanding notes unless we have registered the outstanding notes under the Securities Act, or unless you resell, offer to resell or otherwise transfer them under an exemption from the registration requirements of, or in a transaction not subject to, the Securities Act. If you fail to exchange your outstanding notes for exchange notes in the exchange offer, the existing transfer restrictions will remain in effect and the market value of your outstanding notes likely will be adversely affected because of a smaller float and reduced liquidity.
Certain U.S. Federal Income Tax Consequences	The exchange of exchange notes for outstanding notes in the exchange offer will not be a taxable exchange for U.S. federal income tax purposes. Please read "Certain U.S. Federal Income Tax Consequences."
Exchange Agent	We have appointed Deutsche Bank Trust Company Americas as the exchange agent for the exchange offer. You should direct questions and requests for assistance and requests for additional copies of this prospectus (including the letter of transmittal) to the exchange agent addressed as follows: By Mail: DB Services Americas, Inc. MS: JCK01-0218 Attention: Reorg. Department 5022 Gate Parkway, Suite 200 Jacksonville, FL 32256 By Overnight Mail or Courier: DB Services Americas, Inc. MS: JCK01-0218 Attention: Reorg. Department 5022 Gate Parkway, Suite 200 Jacksonville, FL 32256 Spu.reorg.operations@db.com Fax: 615-866-3889 Telephone Assistance: +1 (800) 735-7777, Option 1

TERMS OF THE EXCHANGE NOTES

The exchange notes will be identical in all material respects to the outstanding notes, except that (i) the transfer restrictions and registration rights applicable to the outstanding notes do not apply to the exchange notes and (ii) the exchange notes will not contain provisions relating to additional interest relating to our registration obligations. The exchange notes will evidence the same debt as the outstanding notes and will be issued under the same indenture as the outstanding notes. We sometimes refer to both the exchange notes and the outstanding notes as the "notes."

The following summary contains basic information about the exchange notes and is not intended to be complete. It does not contain all the information that is important to you. For a more complete understanding of the exchange notes, please read "Description of the Notes."

Issuer	Chesapeake Energy Corporation, an Oklahoma corporation.
Exchange Notes Offered	$45,861,000 aggregate principal amount of 8.00% Senior Notes due 2026.
Maturity Date	The exchange notes will mature on March 15, 2026.
Interest Rate	The exchange notes bear interest at 8.00% per annum.
Interest Payment Dates	Interest on the exchange notes will accrue at an annual rate of 8.00% and will be payable semiannually in arrears on March 15 and September 15 of each year to the holders of record of the exchange notes at the close of business on March 1 and September 1 preceding such interest payment dates, respectively. No interest will be paid on either the exchange notes or the outstanding notes at the time of exchange. Interest on the exchange notes will accrue from April 3, 2019 or, if interest has since been paid on the outstanding notes, from the date it was most recently paid. Assuming the exchange notes are issued prior to March 15, 2020, holders of outstanding notes that are accepted for exchange will be deemed to have waived the right, if any, to receive any payment in respect of interest accrued on the outstanding notes from September 15, 2019 until the date of the issuance of the exchange notes. Holders of the exchange notes will receive the same interest payments that they would have received had they not accepted the exchange offer.

Guarantees	At issuance, the exchange notes will be jointly and severally, fully and unconditionally, guaranteed on a senior, unsecured basis by all of our subsidiaries that guarantee Chesapeake's revolving credit facility (other than WildHorse and its subsidiaries), as amended from time to time (the "Chesapeake credit facility"), the second lien notes (other than WildHorse and its subsidiaries), our term loan facility (other than WildHorse and its subsidiaries) (the "term loan") and certain other unsecured senior notes. We expect WildHorse and its subsidiaries will guarantee the exchange notes by the time such guarantees are required by the indenture governing the exchange notes. Pursuant to the terms of the indentures governing our senior unsecured notes, WildHorse and its subsidiaries are required to guarantee such notes (including the exchange notes) on or before June 20, 2020. Our non-guarantor subsidiaries (including WildHorse and its subsidiaries) held 27% and 28% of our unaudited pro forma consolidated total assets as of September 30, 2019 and December 31, 2018, respectively, and for the quarter ended September 30, 2019 and the year ended December 31, 2018, had revenues representing 8% and 9%, respectively, of our unaudited pro forma consolidated revenues. Our non-guarantor subsidiaries, other than WildHorse and its subsidiaries, held less than 1% of our consolidated total assets and had no third-party indebtedness, and for the quarter ended September 30, 2019 and the year ended December 31, 2018, had revenues representing less than 1% of our unaudited pro forma consolidated revenues. On December 23, 2019, WildHorse and its subsidiaries became guarantors of the Chesapeake credit facility, the second lien notes and the term loan. In the future, the guarantees may be released under certain circumstances. See "Description of the Notes—Guarantees." Neither Chesapeake nor any of its subsidiaries (other than WildHorse and its subsidiaries) guarantees or is otherwise obligated in respect of any of the WildHorse debt (as defined below).

Ranking	The indebtedness evidenced by the exchange notes and the guarantees will be unsecured and will rank pari passu in right of payment to all senior indebtedness of Chesapeake and the subsidiary guarantors, as the case may be. Secured debt and other secured obligations of us and the subsidiary guarantors (including obligations with respect to the Chesapeake credit facility, the second lien notes and the term loan) will be effectively senior to the exchange notes and the subsidiary guarantors' guarantee thereof to the extent of the value of the assets securing such debt or other obligations. The exchange notes will be structurally subordinated to creditors (including trade creditors) and any preferred security holders of our subsidiaries that are not subsidiary guarantors, and each guarantee of the exchange notes will be structurally subordinated to creditors (including trade creditors) and any preferred security holders of any subsidiary of a subsidiary guarantor that is not itself a subsidiary guarantor (which, until WildHorse and its subsidiaries guarantee the exchange notes, includes WildHorse and its subsidiaries). As of September 30, 2019, we had total consolidated indebtedness of $8.21 billion aggregate principal amount, $6.71 billion of which was unsecured indebtedness, and $1.50 billion of which was secured indebtedness (which would have been effectively senior to the exchange notes to the extent of the value of the collateral securing such indebtedness). In addition, as of September 30, 2019, WildHorse was the obligor on $618 million of WildHorse senior notes and had $900 million outstanding borrowings under the WildHorse credit facility (collectively and including all credit extended under the WildHorse credit facility, the "WildHorse debt"). See "Risk Factors—Risks Relating to the Exchange Notes—Holders of the notes will be effectively subordinated to all of our and our subsidiaries' secured indebtedness and obligations (to the extent of the collateral securing the same), and to the obligations of our non-guarantor subsidiaries." On December 19, 2019, we exchanged approximately $3.22 billion principal amount of senior unsecured notes for approximately $2.21 billion aggregate principal amount of the second lien notes. On December 23, 2019, we issued a term loan for gross proceeds of $1.5 billion and retired the WildHorse credit facility and approximately $616.2 million principal amount of WildHorse senior notes. On December 27, 2019, we issued $120 million aggregate principal amount of the second lien notes to certain institutional investors.

Optional Redemption	Beginning on March 15, 2022, we may redeem the exchange notes, in whole or in part, at the applicable redemption prices listed under "Description of the Notes—Optional Redemption," plus accrued and unpaid interest, if any, to the redemption date. Prior to March 15, 2022, we may redeem the exchange notes, in whole or in part, pursuant to a "make-whole" call, plus accrued and unpaid interest, if any, to the redemption date. See "Description of the Notes—Optional Redemption."
Equity Offering Optional Redemption	Before March 15, 2022, we may, at any time or from time to time, redeem up to 35% of the aggregate principal amount of the exchange notes at a redemption price equal to 108.000% of the principal amount of the exchange notes redeemed, plus accrued and unpaid interest, if any, to the redemption date, with an amount of cash not greater than the net cash proceeds of one or more certain public or private equity offerings by us, if at least 65% of the aggregate principal amount of the exchange notes remain outstanding immediately after such redemption and the redemption occurs within 180 days after the closing date of such equity offering.
Restrictive Covenants	The indenture governing the notes contains covenants that limit our ability and the ability of certain of our subsidiaries to: • create liens securing certain indebtedness; • enter into certain sale-leaseback transactions; and • consolidate, merge or transfer assets. The covenants are subject to a number of exceptions and qualifications. See "Description of the Notes—Certain Covenants."
Transfer Restrictions; Absence of Public Market for the Notes	The exchange notes will be freely transferable, but will also be new securities for which there will not initially be a market. We have not applied, and do not intend to apply, for listing of the exchange notes on any securities exchange. We cannot assure you that an active market for the exchange notes will develop or as to the liquidity of any such market. Please read "Risk Factors."
Book-Entry Form	The exchange notes will be initially issued in the form of one or more global notes, without interest coupons (the "global notes"). Upon issuance, each of the global notes will be deposited with the trustee as custodian for DTC, and registered in the name of Cede & Co., as nominee of DTC. Beneficial interests in any of the global notes will be shown on, and transfers of the global notes will be effected only through, records maintained by DTC or its nominee. Beneficial interests in global notes may not be exchanged for certificated securities, except in limited circumstances. Please read "Book-entry, Settlement and Clearance."
Denominations	The exchange notes will be issued in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof.
Trustee and Paying Agent	Deutsche Bank Trust Company Americas, a New York banking corporation.
Governing Law	The exchange notes and the indenture under which they will be issued will be governed by New York law.

Use of Proceeds	The issuance of the exchange notes will not provide us with any new proceeds. We are making the exchange offer solely to satisfy our obligations under the registration rights agreement.
Risk Factors	See “Risk Factors” for a discussion of certain factors that you should carefully consider before deciding to invest in the exchange notes.

RISK FACTORS

Before deciding to participate in the exchange offer, you should consider carefully the risks and uncertainties described below and in Item 1A “Risk Factors” in our annual report on Form 10-K for the year ended December 31, 2018 and our quarterly reports on Form 10-Q for the quarters ended March 31, 2019 and September 30, 2019, as updated by annual, quarterly and other reports and documents we file with the SEC after the date of this prospectus and until the exchange offer described in this prospectus is completed or otherwise terminated, together with all of the other information included or incorporated by reference in this prospectus. If any of the described risks actually were to occur, our business, financial condition, results of operations or growth prospects could be affected materially and adversely. In that case, our ability to fulfill our obligations under the exchange notes could be materially affected, and you could lose all or part of your investment.

The risks described below and in the documents we have incorporated by reference are not the only ones that we face. Additional risks not presently known to us or that we currently deem immaterial individually or in the aggregate may also impair our business operations.

This prospectus and the documents we have incorporated by reference also contain forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including the risks and uncertainties faced by us described below or incorporated by reference into this prospectus.

Risks Relating to the Exchange Offer

If you fail to exchange outstanding notes, existing transfer restrictions will remain in effect and the market value of outstanding notes may be adversely affected because of a smaller float and reduced liquidity.

If you fail to exchange outstanding notes for exchange notes under the exchange offer, then you will continue to be subject to the existing transfer restrictions on the outstanding notes. In general, the outstanding notes may not be offered or sold unless they are registered or exempt from registration under the Securities Act and applicable state securities laws. Except in connection with this exchange offer or as required by the registration rights agreement, Chesapeake Energy Corporation and the subsidiary guarantors do not intend to register resales of the outstanding notes.

The tender and acceptance of outstanding notes under the exchange offer will reduce the principal amount of the currently outstanding notes. The corresponding reduction in liquidity may have an adverse effect upon, and increase the volatility of, the market price of any currently outstanding notes that you continue to hold following completion of the exchange offer.

If you wish to tender your outstanding notes for exchange, you must comply with the requirements described in this prospectus.

We will only issue exchange notes in exchange for outstanding notes that you timely and properly tender. Therefore, you should allow sufficient time to ensure timely delivery of the outstanding notes and you should carefully follow the instructions on how to tender your outstanding notes. Neither we nor the exchange agent is required to tell you of any defects or irregularities with respect to your tender of outstanding notes.

You will receive exchange notes in exchange for outstanding notes tendered and accepted for exchange pursuant to the exchange offer only after timely receipt by the exchange agent of book-entry transfer of outstanding notes into the exchange agent’s account at DTC, as depositary. If you wish to tender your outstanding notes in exchange for corresponding exchange notes, you should allow sufficient time for delivery. Neither we nor the exchange agent is required to notify you of defects or irregularities in tenders of outstanding notes for exchange. Outstanding notes that are not tendered or that are tendered but we do not accept for exchange will, following consummation of the exchange offer, continue to be subject to the existing transfer

restrictions under the Securities Act and, upon consummation of the exchange offer, certain registration and other rights under the registration rights agreement will terminate. See “The Exchange Offer—Procedures for Tendering Outstanding Notes” and “The Exchange Offer—Consequences of Failing to Exchange Outstanding Notes.”

Some holders who exchange their outstanding notes may be deemed to be underwriters, and these holders will be required to comply with the registration and prospectus delivery requirements in connection with any resale transaction.

If you exchange your outstanding notes in the exchange offer for the purpose of participating in a distribution of the exchange notes, you may be deemed to have received restricted securities and, if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. Any broker-dealer that will receive exchange notes for its own account in exchange for outstanding notes that were acquired as a result of market-making activities or other trading activities may be a statutory underwriter and must deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such exchange notes.

Risks Relating to the Exchange Notes and Guarantees

Holders of the exchange notes will be effectively subordinated to all of our and our subsidiaries’ secured indebtedness and obligations (to the extent of the collateral securing the same), and to the obligations of our non-guarantor subsidiaries.

Holders of our secured indebtedness and other secured obligations, which currently consist primarily of the indebtedness under the Chesapeake credit facility, the second lien notes and the term loan, have claims with respect to certain assets constituting collateral for their indebtedness and obligations that are prior to your claims on such assets under the exchange notes. In the event of a default on the exchange notes or our bankruptcy, liquidation or reorganization, those assets would be available to satisfy obligations with respect to the indebtedness and obligations secured thereby before they would be available to satisfy obligations with respect to the exchange notes. Accordingly, our secured indebtedness and obligations would effectively be senior to the exchange notes to the extent of the value of the collateral securing that indebtedness and those obligations. In addition, the Chesapeake credit facility, the term loan and the indentures governing our existing notes permit us to incur additional secured indebtedness or other obligations. Holders of any such additional secured indebtedness or other obligations would also have claims with respect to our assets constituting collateral for their indebtedness and obligations that are prior to your claims on such assets under the exchange notes. To the extent the value of the collateral is not sufficient to satisfy such indebtedness and obligations, the holders of that indebtedness and those obligations would be entitled to share with the holders of the exchange notes and the holders of other claims against us with respect to our other assets. In addition, in certain circumstances a subsidiary may not be required to be, or may be delayed in becoming, a subsidiary guarantor. The exchange notes also will be structurally subordinated to any indebtedness and obligations of, or the rights of a holder (other than us or a subsidiary guarantor) of preferred stock of, a non-guarantor subsidiary (including WildHorse and its subsidiaries until they guarantee the exchange notes). Our unrestricted subsidiaries do not guarantee any of our other senior indebtedness and will not guarantee the exchange notes offered hereby. Although the indenture governing the exchange notes places some limitations on the ability of Chesapeake to create liens securing debt, there are significant exceptions to these limitations that will allow Chesapeake to secure significant amounts of indebtedness without equally and ratably securing the exchange notes.

As of September 30, 2019, we had total consolidated indebtedness of $8.21 billion aggregate principal amount, $6.71 billion of which was unsecured indebtedness, and $1.5 billion of which was secured indebtedness (which would have been effectively senior to the exchange notes to the extent of the value of the collateral securing such indebtedness). In addition, as of September 30, 2019, WildHorse was the obligor on $618 million of WildHorse senior notes and had $900 million outstanding borrowings under the WildHorse credit facility. ” On December 19, 2019, we exchanged approximately $3.22 billion principal amount of senior unsecured notes for approximately $2.21 billion aggregate principal amount of the second lien notes. On December 23, 2019, we issued a term loan for gross proceeds of $1.5 billion and retired the WildHorse credit facility and approximately $616.2 million principal amount of WildHorse senior notes. On December 27, 2019, we issued $120 million aggregate principal amount of the second lien notes to certain institutional investors.

Our non-guarantor subsidiaries (including WildHorse and its subsidiaries) held 27% and 28% of our unaudited pro forma consolidated total assets as of September 30, 2019 and December 31, 2018, respectively, and for the quarter ended September 30, 2019 and the year ended December 31, 2018, had revenues representing 8% and 9%, respectively, of our unaudited pro forma consolidated revenues.

Our non-guarantor subsidiaries, other than WildHorse and its subsidiaries, held less than 1% of our unaudited pro forma consolidated total assets and had no third-party indebtedness, and for the quarter ended September 30, 2019 and the year ended December 31, 2018, had revenues representing less than 1% of our unaudited pro forma consolidated revenues.

Despite our current debt levels, we may still incur substantially more debt or take other actions which would intensify the risks discussed herein.

Despite our current consolidated debt levels, we and our subsidiaries may be able to incur substantially more debt in the future, subject to the restrictions contained in the Chesapeake credit facility, the term loan and the indentures governing our existing notes, some of which may be secured debt. We will not be restricted under the terms of the indenture governing the exchange notes from incurring additional debt, recapitalizing our debt or taking a number of other actions that are not limited by the terms of the indenture governing the exchange notes that could have the effect of diminishing our ability to make payments on the exchange notes when due. The Chesapeake credit facility and the term loan limit our ability to incur additional indebtedness, and the Chesapeake credit facility, the term loan and the indentures governing our existing notes limit our ability to incur secured indebtedness, but if the Chesapeake credit facility, the term loan and existing notes mature or are repaid, as applicable, we may not be subject to such restrictions under the terms of any subsequent indebtedness.

The indenture governing the exchange notes, the Chesapeake credit facility, the term loan and the indentures governing our existing notes contain operating and financial restrictions that may restrict our business and financing activities.

The primary restrictive covenants contained in the indenture under which the exchange notes will be issued will limit only our ability and the ability of certain of our subsidiaries to create liens securing certain indebtedness, enter into certain sale-leaseback transactions and consolidate, merge or transfer assets.

Our ability to comply with the covenants and restrictions contained in the indenture governing the exchange notes, the Chesapeake credit facility, the term loan and the indentures governing our existing notes may be affected by events beyond our control. If market or other economic conditions deteriorate, our ability to comply with these covenants and restrictions may be impaired. A failure to comply with the covenants, ratios or tests in the indentures governing the exchange notes, the Chesapeake credit facility, the term loan, the indentures governing our existing notes or our future indebtedness, which, if not cured or waived, could have a material adverse effect on our business, financial condition and results of operations. The failure of Chesapeake or any Guarantor to pay indebtedness of $75 million or more when due (whether by acceleration or otherwise) will be an event of default under the exchange notes. The Chesapeake credit facility, the term loan and other existing notes have, and any future indebtedness may have, different cross-default and cross-acceleration provisions. Upon the triggering of any such provision, the relevant creditor may:

- not be required to lend any additional amounts to us;
- elect to declare all borrowings outstanding due to them, together with accrued and unpaid interest and fees, to be due and payable (and, with respect to our secured indebtedness, foreclose on the collateral securing such indebtedness);
- elect to require that all obligations accrue interest at the default rate, provided therein, if such rate has not already been imposed;
- have the ability to require us to apply all of our available cash to repay such borrowings; or
- prevent us from making debt service payments under our other agreements,

any of which could result in an event of default under the exchange notes.

If any of our existing indebtedness were to be accelerated, there can be no assurance that we would have, or be able to obtain, sufficient funds to repay such indebtedness in full. Even if new financing were available, it may be on terms that are less attractive to us than our existing Chesapeake credit facility or it may not be on terms that are acceptable to us. For additional information please read "Description of the Notes."

The exchange notes are not subject to a change-of-control put option and lack many of the covenants typically found in other comparably rated public debt securities.

Although we anticipate that the exchange notes will be rated below investment grade by both S&P Global Ratings and Moody's Investors Service, Inc., they lack the protection for holders that is provided by a change-of-control put option and several financial and other restrictive covenants typically associated with comparably rated public debt securities, including:

- incurrence of additional indebtedness;
- payment of dividends and other restricted payments;
- sale of assets and the use of proceeds therefrom;
- transactions with affiliates; and
- dividend and other payment restrictions affecting subsidiaries.

The primary restrictive covenants contained in the indenture governing the exchange notes will limit our ability and certain of our subsidiaries' ability to create liens securing certain indebtedness, enter into certain sale-leaseback transactions and consolidate, merge or transfer assets.

There will be no or a limited public market for the exchange notes, and you may find it difficult to sell your notes.

The exchange notes will be issued as new securities, and we have not applied, and do not intend to apply, for listing of the exchange notes on any securities exchange or to arrange for quotation of the exchange notes on any automated dealer quotation system. We cannot assure you that an active market for the exchange notes will develop.

If the exchange notes are traded after their initial issuance, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, the price and volatility of our common stock, our performance and other factors. Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the exchange notes. We cannot assure you that the market, if any, for the exchange notes will be free from similar disruptions. Any such disruption may adversely affect the prices at which you may sell your exchange notes.

To the extent that an active trading market for the exchange notes does not develop or continue to exist, the liquidity and trading prices for the exchange notes may be harmed. Thus, you may not be able to liquidate your investment rapidly, and your lenders may not readily accept the exchange notes as collateral for loans. You should not purchase the exchange notes unless you understand, and know you can bear, all of the investment risks involving the exchange notes.

Any adverse rating of the exchange notes may cause their trading price to fall.

Moody's Investor Service, Inc. and S&P Global Ratings assign ratings to Chesapeake's and WildHorse's senior unsecured credit from time to time. If either ratings agency were to downgrade our or WildHorse's debt securities, or issue a notice of potential downgrade, the trading price of the exchange notes could decline.

Subsidiaries that are not guarantors of the exchange notes will have no obligation to pay amounts due under the exchange notes.

The exchange notes will be jointly and severally guaranteed by certain of our existing subsidiaries and may be guaranteed in the future by certain of our subsidiaries that incur or guarantee certain other indebtedness. Except for such guarantors of the exchange notes, our subsidiaries will have no obligation, contingent or otherwise, to pay amounts due under the exchange notes or to make any funds available to pay those amounts, whether by dividend, distribution, loan or other payment. The exchange notes will be our senior unsecured obligations and will rank equally with all of our existing and future unsecured senior indebtedness and senior in right of payment to any future subordinated indebtedness. The guarantees will rank equal in right of payment with all of the existing and future senior indebtedness of our subsidiary guarantors and senior in right of payment to any future subordinated indebtedness of our subsidiary guarantors. The exchange notes and guarantees will be effectively subordinated to all of our secured indebtedness (including all borrowings under the Chesapeake credit facility, the second lien notes and the term loan) to the extent of the value of the collateral securing such indebtedness and structurally subordinated to all existing and future indebtedness and other obligations of any non-guarantor subsidiary (including WildHorse and its subsidiaries until they guarantee the exchange notes), other than indebtedness and other liabilities owed to us by such non-guarantor subsidiaries that do not guarantee the exchange notes. In the event of insolvency, liquidation, reorganization, dissolution or other winding up of any subsidiary that is not a guarantor, all of that subsidiary's creditors (including trade creditors) would be entitled to payment in full out of that subsidiary's assets before the holders of the exchange notes would be entitled to any payment. As a result, your ability to make a claim against our non-guarantor subsidiaries may be limited.

We may in the future have additional non-guarantor subsidiaries and your ability to make a claim against such subsidiaries may also be limited. In addition, the indenture governing the exchange notes will permit all of these non-guarantor subsidiaries to incur additional indebtedness and will not contain any limitation on the amount of other liabilities, such as trade payables, that may be incurred by these subsidiaries.

In addition, any of our subsidiaries that provide guarantees of the exchange notes will be automatically released from those exchange notes guarantees upon the occurrence of certain events, including (i) a sale or other disposition of all or substantially all of its assets or (ii) if it no longer guarantees other indebtedness of us or other guarantors.

If any exchange note guarantee is released, no holder of the exchange notes will have a claim as a creditor against that subsidiary, and the indebtedness and other liabilities, including trade payables and preferred stock, if any, whether secured or unsecured, of that subsidiary will be effectively senior to the claim of any holders of the exchange notes. See "Description of the Notes—Guarantees."

A subsidiary guarantee could be voided if it constitutes a fraudulent transfer under federal bankruptcy law or similar state law, which would prevent the holders of the exchange notes from relying on that subsidiary to satisfy claims.

Under U.S. bankruptcy law and comparable provisions of state fraudulent transfer laws, our subsidiary guarantees of the exchange notes can be voided, or claims under the subsidiary guarantees may be subordinated to all other debts of that guarantor if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by its guarantee or, in some states, when payments become due under the guarantee, received less than reasonably equivalent value or fair consideration for the incurrence of the guarantee and:

- was insolvent or rendered insolvent by reason of such incurrence of the obligations under the guarantee;
- was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay those debts as they mature.

Our subsidiary guarantees of the exchange notes may also be voided, without regard to the above factors, if a court finds that the guarantor entered into the guarantee with the actual intent to hinder, delay or defraud its other creditors.

A court would likely find that a guarantor did not receive reasonably equivalent value or fair consideration for its guarantee of the exchange notes if the guarantor did not substantially benefit directly or indirectly from the issuance of the guarantee. If a court were to void a subsidiary guarantee, you would no longer have a claim against that guarantor. Sufficient funds to repay the exchange notes may not be available from other sources, including the remaining guarantors, if any. In addition, the court might direct you to repay any amounts that you already received from the guarantor.

The measures of insolvency for purposes of fraudulent transfer laws vary depending upon the governing law. Generally, a guarantor would be considered insolvent if:

- the sum of its debts, including contingent liabilities, were greater than the fair saleable value of all its assets;
- the present fair saleable value of its assets is less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

Each subsidiary guarantee will contain a provision intended to limit the guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its subsidiary guarantee to be a fraudulent transfer. We cannot assure you that this provision will protect the subsidiary guarantees from fraudulent transfer challenges or, if it does, that the remaining amount due and collectible under the guarantees would suffice, if necessary, to pay the exchange notes in full when due. Such provision may not be sufficient to protect the subsidiary guarantees from being voided under fraudulent transfer laws.

USE OF PROCEEDS

The exchange offer is intended to satisfy the obligations of Chesapeake Energy Corporation and the subsidiary guarantors under the registration rights agreement. We will not receive any cash proceeds from the issuance of the exchange notes in the exchange offer. In consideration for issuing the exchange notes as contemplated by this prospectus, we will receive corresponding outstanding notes in a like principal amount. The form and terms of the exchange notes are identical in all respects to the form and terms of the outstanding notes, except that (i) the transfer restrictions and registration rights applicable to the outstanding notes do not apply to the exchange notes and (ii) the exchange notes will not contain provisions relating to additional interest relating to the registration obligations of Chesapeake Energy Corporation and the subsidiary guarantors. Outstanding notes surrendered in exchange for the exchange notes will be retired and cancelled and will not be reissued. Accordingly, the issuance of the exchange notes will not result in any change in our outstanding indebtedness.

EXCHANGE OFFER

Purpose of the Exchange Offer

The outstanding notes were issued to qualified institutional buyers under the Securities Act and to non-U.S. persons pursuant to Regulation S under the Securities Act.

Because the outstanding notes were issued in transactions that were exempt from or not subject to the registration requirements under the Securities Act, the outstanding notes are subject to transfer restrictions. In general, you may not offer or sell the outstanding notes unless either they are registered under the Securities Act or the offer or sale is exempt from or not subject to registration under the Securities Act and applicable state securities laws. In connection with the issuance of the outstanding notes, Chesapeake Energy Corporation and the subsidiary guarantors entered into the registration rights agreement, pursuant to which we agreed, among other things, to use our commercially reasonable efforts to complete the exchange offer for the outstanding notes on or prior to April 2, 2020.

Resale of Exchange Notes

Based on no-action letters of the SEC staff issued to third parties, we believe that exchange notes may be offered for resale, resold and otherwise transferred by you without further compliance with the registration and prospectus delivery provisions of the Securities Act if:

- you are not an “affiliate” of us within the meaning of Rule 405 under the Securities Act;
- such exchange notes are acquired in the ordinary course of your business; and
- you are not engaged in, and do not intend to engage in, and have no arrangement or understanding with any person to participate in, a distribution of the exchange notes.

The SEC staff, however, has not considered our exchange offer for the exchange notes in the context of a no-action letter, and the SEC staff may not make a similar determination as in the no-action letters issued to these third parties.

If you tender in the exchange offer with the intention of participating in any manner in a distribution of the exchange notes, you

- cannot rely on such interpretations by the SEC staff; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

Unless an exemption from registration is otherwise available, any securityholder intending to distribute exchange notes should be covered by an effective registration statement under the Securities Act. The registration statement should contain the selling security holder’s information required by Item 507 or 508, as applicable, of Regulation S-K under the Securities Act.

This prospectus may be used for an offer to resell, resale or other transfer of exchange notes only as specifically described in this prospectus. Failure to comply with the registration and prospectus delivery requirements by a holder subject to these requirements could result in that holder incurring liability for which it is not indemnified by us. If you are a broker-dealer, you may participate in the exchange offer only if you acquired the outstanding notes for your own account as a result of market-making activities or other trading activities. Each broker-dealer that receives exchange notes for its own account in exchange for outstanding notes, where such outstanding notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, may be deemed to be an “underwriter” within the meaning of the Securities Act and must acknowledge by way of the letter of transmittal that it will deliver this prospectus in connection with any resale of the exchange notes. Please read the section captioned “Plan of Distribution” for more details regarding the transfer of exchange notes.

Terms of the Exchange Offer

Upon the terms and subject to the conditions described in this prospectus and in the letter of transmittal, we will accept for exchange any outstanding notes validly tendered and not properly withdrawn prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer. We will issue exchange notes in principal amount equal to the principal amount of the outstanding notes surrendered in the exchange offer. Outstanding notes may be tendered only for the exchange notes and only in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The exchange offer is not conditioned upon any minimum aggregate principal amount of outstanding notes being tendered in the exchange offer.

As of the date of this prospectus, $45,861,000 in aggregate principal amount of the outstanding notes are outstanding. This prospectus is being sent to DTC, the sole registered holder of the outstanding notes. There will be no fixed record date for determining registered holders of outstanding notes entitled to participate in the exchange offer.

We intend to conduct the exchange offer in accordance with the provisions of the registration rights agreement, the applicable requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC. Outstanding notes whose holders do not tender for exchange in the exchange offer will remain outstanding and continue to accrue interest. These outstanding notes will be entitled to the rights and benefits such holders have under the indenture relating to such outstanding notes but will not retain any rights under the registration rights agreement, except as otherwise specified therein.

We will be deemed to have accepted for exchange properly tendered outstanding notes when we have given oral or written notice of the acceptance to the exchange agent and complied with the applicable provisions of the registration rights agreement. The exchange agent will act as agent for the tendering holders for the purposes of receiving the exchange notes from us.

If you tender outstanding notes in the exchange offer, you will not be required to pay brokerage commissions or fees or, subject to the letter of transmittal, transfer taxes with respect to the exchange of outstanding notes. We will pay all charges and expenses in connection with the exchange offer. Please read “—Fees and Expenses” for more details regarding fees and expenses incurred in connection with the exchange offer.

We will return any outstanding notes that we do not accept for exchange for any reason without expense to their tendering holders promptly after the expiration or termination of the exchange offer.

Expiration Date

The exchange offer will expire at 5:00 p.m., New York City time, on , 2020, unless, in our sole discretion, we extend it.

Extensions, Delays in Acceptance, Termination or Amendment

We expressly reserve the right, at any time or various times, to extend the period of time during which the exchange offer is open. We may delay acceptance of any outstanding notes by giving oral or written notice of such extension to their holders at any time until the exchange offer expires or terminates. During any such extensions, all outstanding notes previously tendered will remain subject to the exchange offer, and we may accept them for exchange.

To extend the exchange offer, we will notify the exchange agent of any extension. We will notify the holders of the outstanding notes of the extension via a press release issued no later than 9:00 a.m., New York City time, on the business day after the previously scheduled expiration date.

If any of the conditions described below under "—Conditions to the Exchange Offer" have not been satisfied, we reserve the right, in our sole discretion:

- to delay accepting for exchange any outstanding notes;
- to extend the exchange offer; or
- to terminate the exchange offer

by giving notice of such delay, extension or termination to the exchange agent. Subject to the terms of the registration rights agreement, we also reserve the right to amend the terms of the exchange offer in any manner.

Any such delay in acceptance, extension, termination or amendment will be followed promptly by notice thereof to holders of the outstanding notes. If we amend the exchange offer in a manner that we determine to constitute a material change, we will promptly disclose such amendment by means of a prospectus supplement. The prospectus supplement will be distributed to holders of the outstanding notes. Depending upon the significance of the amendment and the manner of disclosure to holders, we will extend the exchange offer if they would otherwise expire during such period. If an amendment constitutes a material change to the exchange offer, including the waiver of a material condition, we will extend the exchange offer, if necessary, to remain open for at least five business days after the date of the amendment. In the event of any increase or decrease in the consideration we are offering for the outstanding notes or in the percentage of outstanding notes being sought by us, we will extend the exchange offer to remain open for at least 10 business days after the date we provide notice of such increase or decrease to the registered holders of outstanding notes.

Conditions to the Exchange Offer

We will not accept for exchange, or exchange any exchange notes for, any outstanding notes if the exchange offer, or the making of any exchange by a holder of outstanding notes, would violate applicable law or SEC policy. Similarly, we may terminate the exchange offer as provided in this prospectus before accepting outstanding notes for exchange in the event of such a potential violation.

We will not be obligated to accept for exchange the outstanding notes of any holder that has not made to us the representations described under "—Procedures for Tendering" and "Plan of Distribution" and such other representations as may be reasonably necessary under applicable SEC rules, regulations or interpretations to allow us to use an appropriate form to register the exchange notes under the Securities Act.

Additionally, we will not accept for exchange any outstanding notes tendered, and will not issue exchange notes in exchange for any such outstanding notes, if at such time any stop order has been threatened or is in effect with respect to the exchange offer registration statement of which this prospectus constitutes a part or the qualification of the indenture under the Trust Indenture Act of 1939, as amended.

We expressly reserve the right to amend or terminate the exchange offer, and to reject for exchange any outstanding notes not previously accepted for exchange, upon the occurrence of any of the conditions to the exchange offer specified above. We will promptly give notice of any extension, amendment, non-acceptance or termination to the holders of the outstanding notes.

These conditions are for our sole benefit, and we may assert them or waive them in whole or in part at any time or at various times prior to the expiration of the exchange offer in our sole discretion. If we fail at any time to exercise any of these rights, this failure will not mean that we have waived our rights. Each such right will be deemed an ongoing right that we may assert at any time or at various times prior to the expiration of the exchange offer.

Procedures for Tendering

To participate in the exchange offer, you must properly tender your outstanding notes to the exchange agent as described below. We will only issue exchange notes in exchange for outstanding notes that you timely and properly tender. Therefore, you should allow sufficient time to ensure timely delivery of the outstanding notes, and you should follow carefully the instructions on how to tender your outstanding notes. It is your responsibility to properly tender your outstanding notes. We have the right to waive any defects. However, we are not required to waive defects, and neither we nor the exchange agent is required to notify you of any defects in your tender.

If you have any questions or need help in exchanging your outstanding notes, please call the exchange agent whose address and phone number are described in the letter of transmittal included as Annex A to this prospectus.

All of the outstanding notes were issued in book-entry form, and all of the outstanding notes are currently represented by global certificates registered in the name of Cede & Co., the nominee of DTC. We have confirmed with DTC that the outstanding notes may be tendered using ATOP. The exchange agent will establish an account with DTC for purposes of the exchange offer promptly after the commencement of the exchange offer, and DTC participants may electronically transmit their acceptance of the exchange offer by causing DTC to transfer their outstanding notes to the exchange agent using the ATOP procedures. In connection with the transfer, DTC will send an “agent’s message” to the exchange agent. The agent’s message will state that DTC has received instructions from the participant to tender outstanding notes and that the participant agrees to be bound by the terms of the letter of transmittal.

By using the ATOP procedures to exchange outstanding notes, you will not be required to deliver a letter of transmittal to the exchange agent. However, you will be bound by its terms just as if you had signed it.

There is no procedure for guaranteed late delivery of the outstanding notes.

If you beneficially own outstanding notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender those notes, you should contact the registered holder as soon as possible and instruct the registered holder to tender on your behalf.

Determinations Under the Exchange Offer.

We will determine in our sole discretion all questions as to the validity, form, eligibility, time of receipt, acceptance of tendered outstanding notes and withdrawal of tendered outstanding notes. Our determination will be final and binding. We reserve the absolute right to reject any outstanding notes not properly tendered or any outstanding notes our acceptance of which might, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defect, irregularities or conditions of tender as to particular outstanding notes. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, all defects or irregularities in connection with tenders of outstanding notes must be cured within such time as we shall determine. Although we intend to notify holders of defects or irregularities with respect to tenders of outstanding notes, neither we, the exchange agent nor any other person will incur any liability for failure to give such notification. Tenders of outstanding notes will not be deemed made until such defects or irregularities have been cured or waived. Any outstanding notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned to the tendering holder promptly following the expiration date of the exchange offer.

When We Will Issue Exchange Notes.

In all cases, we will issue exchange notes for the corresponding outstanding notes that we have accepted for exchange under the exchange offer only after the exchange agent receives, prior to 5:00 p.m., New York City time, on the expiration date,

- a book-entry confirmation of such outstanding notes into the exchange agent's account at DTC; and
- a properly transmitted agent's message.

Such notes will be issued promptly following the expiration of the exchange offer.

Return of Outstanding Notes Not Accepted or Exchanged.

If we do not accept any tendered outstanding notes for exchange or if outstanding notes are submitted for a greater principal amount than the holder desires to exchange, the unaccepted or non-exchanged outstanding notes will be returned without expense to their tendering holder. Such non-exchanged outstanding notes will be credited to an account maintained with DTC. These actions will occur promptly after the expiration or termination of the exchange offer.

Your Representations to Us.

By agreeing to be bound by the letter of transmittal, you will represent to us that, among other things:

- any exchange notes to be received by you will be acquired in the ordinary course of your business;
- you have no arrangement or understanding with any person or entity to participate in the distribution (within the meaning of the Securities Act) of the exchange notes in violation of the provisions of the Securities Act;
- you are not an "affiliate," as defined in Rule 405 under the Securities Act, of us;
- if you are not a broker-dealer, you are not engaged in, and do not intend to engage in, the distribution of the exchange notes; and
- if you are a broker-dealer that will receive exchange notes for your own account in exchange for corresponding outstanding notes that were acquired as a result of market-making or other trading activities, then you will deliver this prospectus (or, to the extent permitted by law, make this prospectus available to purchasers) in connection with any resale of the exchange notes.

Further, you will acknowledge and agree that any broker-dealer or holder using the exchange offer to participate in a distribution of exchange notes to be acquired in the exchange offer (i) could not under SEC policy as in effect on the date of this prospectus rely on the position of the SEC enunciated in *Morgan Stanley and Co., Inc.* (available June 5, 1991) and *Exxon Capital Holdings Corporation* (available May 13, 1988), as interpreted in the SEC's letter to Shearman & Sterling dated July 2, 1993, and similar no-action letters, and (ii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction and that such a secondary resale transaction should be covered by an effective registration statement containing the selling security holder information required by Item 507 or 508, as applicable, of Regulation S-K if the resales are of exchange notes obtained by such holder in exchange for corresponding outstanding notes acquired by such holder directly from us.

Withdrawal of Tenders

Except as otherwise provided in this prospectus, you may withdraw your tender at any time prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer. For a withdrawal to be effective you must comply with the appropriate ATOP procedures. Any notice of withdrawal must specify the name and number of the account at DTC to be credited with withdrawn outstanding notes and otherwise comply with the ATOP procedures.

We will determine in our sole discretion all questions as to the validity, form, eligibility and time of receipt of a notice of withdrawal. Our determination shall be final and binding on all parties. We will deem any outstanding notes so withdrawn not to have been validly tendered for exchange for purposes of the exchange offer.

Any outstanding notes that have been tendered for exchange but that are not exchanged for any reason will be credited to an account maintained with DTC for the outstanding notes. This return or crediting will take place promptly after withdrawal, rejection of tender, expiration or termination of the exchange offer. You may retender properly withdrawn outstanding notes by following the procedures described under "—Procedures for Tendering" above at any time on or prior to the expiration date of the exchange offer.

Fees and Expenses

We will bear the expenses of soliciting tenders. The principal solicitation is being made by electronic mail; however, we may make additional solicitation by telephone or in person by our officers and regular employees and those of our affiliates.

We have not retained any dealer manager in connection with the exchange offer and will not make any payments to broker-dealers or others soliciting acceptances of the exchange offer. We will, however, pay the exchange agent reasonable and customary fees for its services and reimburse it for its related reasonable out-of-pocket expenses.

We will pay the cash expenses to be incurred in connection with the exchange offer. They include:

- SEC registration fees;
- fees and expenses of the exchange agent and trustee;
- accounting and legal fees and printing costs; and
- related fees and expenses.

Transfer Taxes

We will pay all transfer taxes, if any, applicable to the exchange of outstanding notes under the exchange offer. Each tendering holder, however, will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if a transfer tax is imposed for any reason other than the exchange of outstanding notes under the exchange offer.

Consequences of Failure to Exchange

If you do not exchange your outstanding notes for exchange notes under the exchange offer, the outstanding notes you hold will continue to be subject to the existing restrictions on transfer, will continue to accrue interest but will not retain any rights under the registration rights agreement, except as otherwise provided in that agreement. In general, you may not offer or sell the outstanding notes except under an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. Chesapeake and the subsidiary guarantors do not intend to register outstanding notes under the Securities Act unless the registration rights agreement requires them to do so.

Accounting Treatment

We will record the exchange notes in our accounting records at the same carrying value as the respective outstanding notes. Accordingly, we will not recognize any gain or loss for accounting purposes in connection with the exchange offer, other than the recognition of the fees and expenses of the offerings as stated under "—Fees and Expenses."

Other

Participation in the exchange offer is voluntary, and you should consider carefully whether to accept. You are urged to consult your financial and tax advisors in making your own decision on what action to take.

We may in the future seek to acquire untendered outstanding notes in open market or privately negotiated transactions, through subsequent exchange offer or otherwise. We have no present plans to acquire any outstanding notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any untendered outstanding notes.

DESCRIPTION OF THE NOTES

We have summarized selected provisions of the exchange notes below. We will issue the exchange notes, and we issued the outstanding notes, under the Indenture, dated as of April 24, 2014 (the "base indenture"), between us, the subsidiary guarantors named therein and Deutsche Bank Trust Company Americas, as trustee, as supplemented by the Tenth Supplemental Indenture, dated as of April 3, 2019 (the "supplemental indenture"). We have filed the base indenture and the supplemental indenture as exhibits to the registration statement of which this prospectus is a part. In this "Description of the Notes" section, when we refer to the "indenture," we mean the base indenture as supplemented by the supplemental indenture. The terms of the exchange notes and the outstanding notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

We urge you to read the base indenture and the supplemental indenture because they, and not this description, define your rights as holders of the notes. The outstanding notes, 4.875% Senior Notes due 2022, 7.00% Senior Notes due 2024, 8.00% Senior Notes due 2025, 7.50% Senior Notes due 2026 and 8.00% Senior Notes due 2027 are currently outstanding under the base indenture.

If the exchange offer is consummated, holders of outstanding notes who do not exchange their outstanding notes for exchange notes will vote together with the holders of such exchange notes for all relevant purposes under the indenture. In that regard, the indenture requires that certain actions by the holders under the indenture (including acceleration after an Event of Default) may be taken, and certain rights may only be exercised, by specified minimum percentages of the aggregate principal amount of all outstanding notes and exchange notes of a series issued under the indenture. In determining whether holders of the requisite percentage in principal amount have given any notice, direction, waiver, consent or taken any other action permitted under the indenture, any outstanding notes that remain outstanding after the exchange offer will be aggregated with the exchange notes, and the holders of these outstanding notes and exchange notes will vote together as a single series for all such purposes. Accordingly, all references in this "Description of the Notes" to specified percentages in aggregate principal amount of the notes mean, at any time after the exchange offer is consummated, such percentage in aggregate principal amount of such outstanding notes and the exchange notes then outstanding.

In this "Description of the Notes", the words "Chesapeake," "Company," "our," "us" and "we" refer only to Chesapeake Energy Corporation and not to any of its subsidiaries. Unless otherwise indicated, for all purposes of this "Description of the Notes," references to the "notes" herein include the outstanding notes and the exchange notes.

In addition, we have used in this description capitalized and other terms that we have defined below under "—Certain Definitions Related to the Notes" and in other parts of this description.

General

The notes will be general unsecured senior obligations of Chesapeake and will be guaranteed by the subsidiary guarantors as described below under "—Guarantees." The indebtedness evidenced by the notes and the guarantees will rank pari passu in right of payment to all senior indebtedness of Chesapeake and the subsidiary guarantors, as the case may be.

The notes will mature on March 15, 2026. We issued the outstanding notes, and will issue the exchange notes, in denominations of $2,000 or integral multiples of $1,000 in excess thereof.

Interest on the Notes

Interest on the exchange notes will accrue at an annual rate of 8.00% and will be payable semiannually in arrears on March 15 and September 15 of each year to the holders of record of the exchange notes at the close of business on March 1 and September 1 preceding such interest payment dates, respectively. No interest will be paid on either the exchange notes or the outstanding notes at the time of exchange. Interest on the exchange notes will accrue from April 3, 2019 or, if interest has since been paid on the outstanding notes, from the date it was most recently paid. Assuming the exchange notes are issued prior to March 15, 2020, holders of outstanding notes that are accepted for exchange will be deemed to have waived the right, if any, to receive any payment in respect of interest accrued on the outstanding notes from September 15, 2019 until the date of the issuance of the exchange notes. Holders of the exchange notes will receive the same interest payments that they would have received had they not accepted the exchange offer.

Interest on the notes will be computed on the basis of a 360-day year consisting of twelve 30-day months.

Initially, the Trustee will act as paying agent and registrar for the notes.

Payment and Transfer

Initially, the notes will be issued only in global form registered in the name of Cede & Co., as nominee of DTC. Beneficial interests in notes in global form will be shown on, and transfers of interests in notes in global form will be made only through, records maintained by DTC and its participants. Any notes in definitive form may be presented for registration of transfer or exchange at the office or agency maintained by us for such purpose (which initially will be the corporate trust office of the Trustee).

Payment of principal, or any premium or interest on notes in global form registered in the name of DTC's nominee will be made in immediately available funds to DTC's nominee, as the registered holder of such global notes. If any of the notes is no longer represented by a global note, payment of interest on such notes in definitive form may, at our option, be made at the corporate trust office of the Trustee indicated above or by check mailed directly to holders at their respective registered addresses or by wire transfer to an account designated by a holder.

If any interest payment date, maturity date or redemption date falls on a day that is not a Business Day, the payment will be made on the next Business Day with the same force and effect as if made on the relevant interest payment date, maturity date or redemption date. No interest will accrue on such payment for the period from and after the applicable interest payment date, maturity date or redemption date. The notes may be transferred or exchanged, and they may be presented for payment, at the office of the Trustee indicated in the indenture, subject to the limitations provided in the indenture, without the payment of any service charge, other than any applicable tax or governmental charge.

The registered holder of a note will be treated as the owner of it for all purposes, and all references in this "Description of the Notes" to "holders" mean holders of record, unless otherwise indicated.

Further Issuances

We may from time to time, without notice or the consent of the holders of the notes, create and issue further notes ranking equally and ratably with the original notes in all respects (or in all respects except for the payment of interest accruing prior to the issue date of such additional notes, the public offering price and the issue date), so that such additional notes (together with any exchange notes issued in respect of any original notes or additional notes) form a single series with the original notes and have the same terms as to status, redemption or otherwise as the original notes, provided that if the additional notes are not fungible with the original notes, such additional notes shall have a separate CUSIP number.

Optional Redemption

Except as set forth in the following paragraphs, we may not redeem the notes prior to March 15, 2022. On and after such date, we may redeem the notes, in whole or in part, at our option, at the following redemption prices (expressed as percentages of the principal amount thereof), plus accrued and unpaid interest, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the 12-month period (or, in the case of the period commencing March 15, 2024, such 12-month period and thereafter) commencing on March 15 of the years set forth below:

Year	Percentage
2022	104.000%
2023	102.000%
2024 and thereafter	100.000%

Prior to March 15, 2022, we will be entitled at our option to redeem the notes, in whole or in part, at a redemption price equal to 100% of the principal amount of the notes to be redeemed plus the Make-Whole Premium as of, and accrued and unpaid interest, if any, to, the redemption date (subject to the right of holders on the relevant record date to receive interest due on the relevant interest payment date).

In addition, any time prior to March 15, 2022, we will be entitled at our option on any one or more occasions to redeem up to 35% of the aggregate principal amount of notes issued under the indenture at a redemption price equal to 108.000% of the principal amount of the notes redeemed, plus accrued and unpaid interest, if any, to the redemption date (subject to the right of holders on the relevant record date to receive interest due on the relevant interest payment date), with an amount of cash not greater than the net cash proceeds of one or more Equity Offerings by the Company; provided that:

(1) at least 65% of the aggregate principal amount of notes issued under the indenture (excluding notes held by the Company and the Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and

(2) the redemption occurs within 180 days of the date of the closing of such Equity Offering.

Notice of redemption of the notes must be given to each holder of the notes not less than 15 nor more than 60 days prior to the redemption date, except that notice may be given more than 60 days before the applicable redemption date in connection with a defeasance or satisfaction and discharge in accordance with the indenture.

Notice and Selection

Once a notice of redemption is given in accordance with the indenture, subject to the satisfaction of any conditions set forth therein, notes called for redemption become due and payable on the applicable redemption date at the applicable redemption price. Any notice of redemption will state, among other things, the aggregate principal amount of notes to be redeemed, the redemption date, the redemption price, the CUSIP number and the name and address of the paying agent. Notice of any redemption, including, without limitation, upon an Equity Offering, may, at our discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related Equity Offering. We may redeem notes pursuant to one or more of the relevant provisions of the indenture, and a single notice of redemption may be delivered with respect to the redemptions made pursuant to different provisions. In addition, if such redemption is subject to satisfaction of one or more conditions precedent, such notice shall state that, in our discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date, or by the redemption date so delayed. In addition, we may provide in such notice that payment of the redemption price and performance of our obligations with respect to such redemption may be performed by another Person.

If less than all of the notes are redeemed at any time, the Trustee will select the notes to be redeemed on a pro rata basis or by lot, in each case, in accordance with the procedures of the DTC, or, if the notes are listed on any securities exchange, by any other method that complies with the requirements of such exchange; *provided, however*, that no notes with a principal amount of $2,000 or less will be redeemed in part. Unless we default in payment of the applicable redemption price, interest on the notes to be redeemed will cease to accrue on the applicable redemption date, whether or not such notes are presented for payment.

Certain Definitions Related to the Notes

"*Adjusted Treasury Rate*" means, with respect to any redemption date applicable to the notes, the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published Federal Reserve Statistical Release H.15 or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System (or, if such release (or any successor release) is not published, any publicly available source of similar market data) and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after March 15, 2022, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month), calculated on the third Business Day immediately preceding the redemption date, plus 50 basis points.

"*Business Day*" means any day on which banks in The City of New York are open and which is not a Legal Holiday.

"*Comparable Treasury Issue*" means the United States Treasury security selected by the Company as having a maturity comparable to the remaining term of the notes from the redemption date to March 15, 2022 that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a maturity most nearly equal to March 15, 2022.

"*Legal Holiday*" is a Saturday, a Sunday or a day on which banks and trust companies in The City of New York are not required by law or executive order to be open.

"*Make-Whole Premium*" means, at any applicable redemption date, the excess of (i) the present value at such redemption date of (A) the redemption price of such note on March 15, 2022 (such redemption price being described in the first paragraph under "—Optional Redemption"), exclusive of any accrued interest plus (B) all required remaining scheduled interest payments due on such note through March 15, 2022 (but excluding accrued and unpaid interest to the redemption date), computed using a discount rate equal to the Adjusted Treasury Rate, over (ii) the principal amount of such note on such redemption date. The Trustee shall have no responsibility for calculating or confirming the calculations of the Make-Whole Premium.

Guarantees

Our payment obligations under the notes and the indenture will be jointly and severally, fully and unconditionally guaranteed by the subsidiary guarantors, subject to the limitations described in the following paragraphs. As of the Issue Date, the subsidiary guarantors include each of our subsidiaries that guarantee the Chesapeake credit facility. Pursuant to the terms of the indentures governing our senior unsecured notes, WildHorse and its subsidiaries are required to guarantee such notes (including the exchange notes) on or before June 20, 2020. Our non-guarantor subsidiaries (including WildHorse and its subsidiaries) held 27% and 28% of our unaudited pro forma consolidated total assets as of September 30, 2019 and December 31, 2018, respectively, and for the quarter ended September 30, 2019 and the year ended December 31, 2018, had revenues representing 8% and 9%, respectively, of our unaudited pro forma consolidated revenues.

Our non-guarantor subsidiaries, other than WildHorse and its subsidiaries, held less than 1% of our unaudited pro forma consolidated total assets and had no third-party indebtedness, and for the quarter ended September 30, 2019 and the year ended December 31, 2018, had revenues representing less than 1% of our unaudited pro forma consolidated revenues.

The indenture provides that each Person that becomes a domestic Subsidiary of the Company after the Issue Date and that guarantees any other Indebtedness of ours or a subsidiary guarantor in excess of a De Minimis Guaranteed Amount will guarantee the payment of the notes within 180 days after the later of (i) the date it becomes a domestic Subsidiary and (ii) the date it guarantees such other Indebtedness, provided that no guarantee shall be required if the Subsidiary merges into us or merges into an existing subsidiary guarantor and the surviving entity remains a subsidiary guarantor. We expect WildHorse and its subsidiaries will guarantee the exchange notes after their issuance in accordance with such requirement.

The obligations of each subsidiary guarantor under its Guarantee will be limited as necessary to prevent that Guarantee from constituting a fraudulent conveyance or fraudulent transfer under federal, state or foreign law. Each subsidiary guarantor that makes a payment or distribution under a Guarantee shall be entitled to a contribution from each other subsidiary guarantor in a pro rata amount based on the respective net assets of each subsidiary guarantor at the time of such payment determined in accordance with GAAP.

If a Guarantee were rendered voidable, it could be subordinated by a court to all other indebtedness (including guarantees and other contingent liabilities) of the applicable subsidiary guarantor, and, depending on the amount of such indebtedness, a subsidiary guarantor's liability on its Guarantee could be reduced to zero. See "Risk Factors—Risks Relating to the Exchange Notes—A subsidiary guarantee could be voided if it constitutes a fraudulent transfer under federal bankruptcy law or similar state law, which would prevent the holders of the exchange notes from relying on that subsidiary to satisfy claims."

Subject to the next succeeding paragraph, no subsidiary guarantor may consolidate or merge with or into (whether or not such subsidiary guarantor is the surviving Person) another Person unless:

(1) the Person formed by or surviving any such consolidation or merger (if other than such subsidiary guarantor) assumes all the obligations of such subsidiary guarantor under the indenture and the notes pursuant to a supplemental indenture, in a form reasonably satisfactory to the Trustee, and

(2) immediately after such transaction, no Default or Event of Default exists.

The preceding does not prohibit a merger between subsidiary guarantors or a merger between us and a subsidiary guarantor.

In the event of a sale or other disposition of all or substantially all of the assets of any subsidiary guarantor, or a sale or other disposition of all the Capital Stock of such subsidiary guarantor, in any case whether by way of merger, consolidation or otherwise, then such subsidiary guarantor (in the event of a sale or other disposition by way of such a merger, consolidation or otherwise, of all of the Capital Stock of such subsidiary guarantor) or the Person acquiring the assets (in the event of a sale or other disposition of all or substantially all of the assets of such subsidiary guarantor) will be automatically released and relieved of any obligations under its Guarantee.

Further, a subsidiary guarantor will be automatically released and relieved from any obligations under its Guarantee if it ceases to guarantee any other Indebtedness of us or any other subsidiary guarantor other than a De Minimis Guaranteed Amount.

For financial information related to our subsidiary guarantors and non-guarantor subsidiaries, see Note 19 to our condensed consolidated financial statements included in our Quarterly Report on Form 10-Q for the quarter ended September 30, 2019, which is incorporated by reference herein.

Ranking

Senior Indebtedness versus Notes. The Indebtedness evidenced by the notes and the Guarantees will be unsecured and will rank *pari passu* in right of payment to all Senior Indebtedness of us and the subsidiary guarantors, as the case may be.

Secured Indebtedness versus Notes. Secured debt and other secured obligations of us and the subsidiary guarantors (including obligations with respect to the Chesapeake credit facility, the second lien notes and the term loan) will be effectively senior to the notes and the subsidiary guarantors' Guarantee thereof to the extent of the value of the assets securing such debt or other obligations.

Although the indenture limits the incurrence of certain Funded Debt that is secured Indebtedness, such limitations are subject to a number of significant qualifications, and the indenture does not limit the incurrence of secured obligations other than certain Funded Debt or the incurrence of unsecured Indebtedness.

Structurally Senior Debt of WildHorse and Its Subsidiaries versus Notes. Until WildHorse and its subsidiaries guarantee the notes, the obligations of WildHorse and its subsidiaries with respect to the Chesapeake credit facility, the second lien notes, the term loan and the WildHorse senior notes will be structurally senior to the notes. As of December 31, 2019, WildHorse and its subsidiaries were obligors on $1,577,000 of WildHorse senior notes, $1,590,000,000 of principal amount of borrowings outstanding under the Chesapeake credit facility, $2,330,156,000 of principal amount outstanding under the second lien notes and $1,500,000,000 of principal amount outstanding under the term loan.

Liabilities of Subsidiaries versus Notes. Substantially all of our operations are conducted through our subsidiaries. Claims of creditors of any subsidiaries that are not subsidiary guarantors (including WildHorse and its subsidiaries), including trade creditors and creditors holding indebtedness or guarantees issued by such subsidiaries, and claims of preferred security holders of such subsidiaries will have priority with respect to the assets and earnings of such subsidiaries over the claims of our creditors and the claims of any creditors of any subsidiary guarantor that is a parent company to any such subsidiary, including holders of the notes. Accordingly, the notes will be structurally subordinated to creditors (including trade creditors) and any preferred security holders of our subsidiaries that are not subsidiary guarantors (including WildHorse and its subsidiaries), and each Guarantee of the notes will be structurally subordinated to creditors (including trade creditors) and any preferred security holders of any subsidiary of a subsidiary guarantor that is not itself a subsidiary guarantor.

No Sinking Fund

We are not required to make any mandatory redemption in sinking fund payments with respect to the notes.

Certain Covenants

Limitation on Liens Securing Funded Debt. The Company (1) will not, and will not permit any Restricted Subsidiary to, create, incur or assume any Funded Debt secured by any Liens (other than Permitted Liens) upon any of the properties of the Company or any Restricted Subsidiary and (2) will not, and will not permit any Subsidiary to, create, incur or assume any Funded Debt secured by any Liens (other than Permitted Liens) upon the Capital Stock of any Restricted Subsidiary or the Capital Stock of any Subsidiary that owns, directly or indirectly through ownership in another Subsidiary, the Capital Stock of any Restricted Subsidiary, unless (as to each of clauses (1) and (2)) the notes or the Guarantee (if any) of such Restricted Subsidiary, as applicable, (together with, if the Company shall so determine, any other Indebtedness or other obligation of the Company or such Restricted Subsidiary which is not subordinate in right of payment to the prior payment in full of the notes) are equally and ratably secured for so long as such Funded Debt shall be so secured; provided, that if such Funded Debt is expressly subordinated to the notes or a related Guarantee, if any, the Lien securing such Funded Debt will be subordinated and junior to the Lien securing such notes or such Guarantee. Notwithstanding the foregoing provisions, the Company or any Subsidiary may create, incur or assume Funded Debt secured by Liens which would otherwise be subject to the restrictions of such section, if the aggregate principal amount of such Funded Debt and all other Funded Debt of the Company and any Subsidiary theretofore created, incurred or assumed pursuant to the exception in this sentence and outstanding at such time does not exceed 15% of the Adjusted Consolidated Net Tangible Assets of the Company (the "Secured Debt Basket").

Limitation on Sale/Leaseback Transactions. The Company will not, and will not permit any Restricted Subsidiary to, enter into any Sale/Leaseback Transaction with any Person (other than the Company or any other Subsidiary) unless:

(A) the Company or such Restricted Subsidiary would be entitled to incur Funded Debt secured by Liens in a principal amount equal to the Attributable Indebtedness (treated as if such Attributable Indebtedness were Funded Debt) with respect to such Sale/Leaseback Transaction in accordance with the covenant captioned "—Limitation on Liens Securing Funded Debt"; provided, however, that Attributable Indebtedness in respect of any Sale/Leaseback Transaction entered into pursuant to this clause (A) shall not count against the amount of Funded Debt permitted under the Secured Debt Basket for any other purpose, including when determining the amount available thereunder for future Sale/Leaseback Transactions or any Funded Debt transactions; or

(B) the Company or such Restricted Subsidiary receives proceeds from such Sale/Leaseback Transaction at least equal to the fair market value thereof (as determined in good faith by the Company) and such proceeds are applied in accordance with the following two paragraphs:

The Company may apply Net Available Proceeds from such Sale/Leaseback Transaction, within 365 days following the receipt of Net Available Proceeds from the Sale/Leaseback Transaction, to:

(1) the repayment of Indebtedness of the Company or a Restricted Subsidiary under Credit Facilities or other Senior Indebtedness, including any redemption or repurchase of the Existing Notes or the notes;

(2) make an Investment in assets used or useful in the Oil and Gas Business (including Capital Stock of Persons engaged in the Oil and Gas Business); or

(3) develop by drilling the Company's oil and gas reserves.

If, upon completion of the 365-day period, any portion of the Net Available Proceeds shall not have been applied by the Company as described in clauses (1), (2) or (3) in the immediately preceding paragraph and such remaining Net Available Proceeds, together with any remaining net cash proceeds from any prior Sale/Leaseback Transaction (such aggregate constituting "Excess Proceeds"), exceed $60 million, then the Company will be obligated to make an offer (the "Net Proceeds Offer") to purchase the notes and any other Senior Indebtedness in respect of which such an offer to purchase is also required to be made concurrently with the Net Proceeds Offer having an aggregate principal amount equal to the Excess Proceeds (such purchase to be made on a pro rata basis if the amount available for such repurchase is less than the principal amount of the notes and other such Senior Indebtedness tendered in such Net Proceeds Offer) at a purchase price of 100% of the principal amount thereof plus accrued interest thereon to the date of repurchase. Upon the completion of the Net Proceeds Offer, the amount of Excess Proceeds will be reset to zero.

Within 15 days after the Company becomes obligated to make a Net Proceeds Offer (a "Net Proceeds Offer Triggering Event"), the Company will mail or cause to be mailed to all holders on the date of the Net Proceeds Offer Triggering Event a notice of the occurrence of such Net Proceeds Offer Triggering Event and of the holders' rights arising as a result thereof.

The Net Proceeds Offer will be deemed to have commenced upon mailing of the Offer Notice and will terminate 20 Business Days after its commencement, unless a longer offering period is required by law. Promptly after the termination of the offer, the Company will purchase and mail or deliver payment for all notes tendered in response to the offer.

On the payment date, the Company will, to the extent lawful, (a) accept for payment notes or portions thereof tendered pursuant to the Net Proceeds Offer, (b) deposit with the paying agent an amount equal to the payment in respect of all notes or portions thereof so tendered and (c) deliver to the Trustee the notes so accepted together with an officers' certificate stating the notes or portions thereof tendered to the Company. The depositary, the Company or the paying agent will promptly mail or deliver to each holder of notes so accepted payment in an amount equal to the purchase price for such notes, and the Trustee will promptly authenticate and mail or deliver to each holder notes equal in principal amount to any unpurchased portion of the notes surrendered, if any, provided that each such notes will be in a principal amount of $2,000 or integral multiples of $1,000 in excess thereof.

The Company will comply with Section 14 of the Exchange Act and the provisions of Regulation 14E and any other tender offer rules under the Exchange Act and any other federal and state securities laws, rules and regulations which may then be applicable to any Net Proceeds Offer.

Limitations on Mergers and Consolidations. The indenture provides that we will not consolidate or merge with or into any Person, or sell, convey, lease or otherwise dispose of all or substantially all of our assets to any Person, unless: (1) the Person formed by or surviving such consolidation or merger (if other than us), or to which such sale, lease, conveyance or other disposition shall be made (collectively, the "successor"), is a corporation, limited liability company, general partnership or limited partnership organized and existing under the laws of the United States or any state thereof or the District of Columbia, and the successor assumes by supplemental indenture in a form satisfactory to the Trustee all of our obligations under the indenture and the notes; provided, that unless the successor is a corporation, a corporate co-issuer of the notes will be added to the indenture by such supplemental indenture; and (2) immediately after giving effect to such transaction, no Event of Default shall have occurred and be continuing.

Upon any such consolidation, merger, lease, conveyance or transfer, the Trustee shall be notified by us or the successor, and the successor formed by such consolidation or into which we are merged or to which such lease, conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, ours under the indenture with the same effect as if such successor had been named as the Company under the indenture and thereafter (except in the case of a lease) we will be relieved of all further obligations and covenants under the indenture and the notes.

SEC Reports. We will, within 15 days after we file the same with the SEC, deliver to the Trustee copies of the annual reports and the information, documents and other reports (or copies of any such portions of any of the foregoing as the SEC may by rules and regulations prescribe) that we are required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act; provided that any such annual reports, information, documents or other reports filed or furnished with the SEC pursuant to its Electronic Data Gathering, Analysis and Retrieval (or "EDGAR") system shall be deemed to be delivered to the Trustee as of the time such information, documents or reports are filed or furnished via EDGAR; provided, however, that the Trustee shall have no obligation whatsoever to determine whether or not such information, documents or reports have been filed pursuant to the EDGAR system (or its successor). Notwithstanding that we may not be required to remain subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, we will file with the SEC (to the extent such filings are accepted by the SEC) and provide the Trustee with such annual reports and such information, documents and other reports specified in Sections 13 and 15(d) of the Exchange Act, subject to the proviso in the immediately preceding sentence.

Rule 144A Information

At any time we are not subject to Section 13 or 15(d) of the Exchange Act, we will, so long as any of the notes will, at such time, constitute "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, promptly provide to the Trustee and will, upon written request, provide to any holder, beneficial owner or prospective purchaser of such notes the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act to facilitate the resale of such notes pursuant to Rule 144A under the Securities Act. We will take such further action as any holder or beneficial owner of such notes may reasonably request to the extent from time to time required to enable such holder or beneficial owner to sell such notes in accordance with Rule 144A under the Securities Act, as such rule may be amended from time to time.

Events of Default

The following will be Events of Default with respect to the notes:

(1) default by the Company or any subsidiary guarantor in the payment of principal of or any premium on the notes when due and payable at Maturity;

(2) default by the Company or any subsidiary guarantor in the payment of any installment of interest on the notes when due and payable and continuance of such default for 30 days;

(3) default by the Company or any subsidiary guarantor with respect to any other Indebtedness of the Company or any subsidiary guarantor if either

(A) such default results in the acceleration of the maturity of any such Indebtedness having a principal amount of $75.0 million or more individually or, taken together with the principal amount of any other such Indebtedness the maturity of which has been so accelerated, in the aggregate, or

(B) such default results from the failure to pay when due principal of any such Indebtedness, after giving effect to any applicable grace period (a "Payment Default"), having a principal amount of $75.0 million or more individually or, taken together with the principal amount of any other Indebtedness under which there has been a Payment Default, in the aggregate;

provided that if any such default is cured or waived or any such acceleration is rescinded, or such Indebtedness is repaid, within a period of 30 days from the continuation of such default beyond any applicable grace period or the occurrence of such acceleration, as the case may be, such Event of Default and any consequent acceleration of the notes shall be rescinded, so long as any such rescission does not conflict with any judgment or decree or applicable provision of law;

(4) default in the performance, or breach of, any covenant or agreement of the Company or any subsidiary guarantor in the indenture governing the notes and, in each such case, failure to remedy such default within a period of 60 days after written notice thereof from the Trustee or holders of 25% of the principal amount of the notes; provided, however, that the Company will have 90 days (rather than 60 days) following such written notice to remedy or receive a waiver for any failure to comply with its obligations under the indenture so long as the Company is attempting to remedy any such failure as promptly as reasonably practicable;

(5) the failure of a Guarantee by a subsidiary guarantor to be in full force and effect, or the denial or disaffirmance by such entity thereof; or

(6) certain events involving bankruptcy, insolvency or reorganization of the Company or any subsidiary guarantor.

The indenture provides that the Trustee may withhold notice to the holders of the notes of any default (except in payment of principal of, or any premium or interest on, any note) if the Trustee determines in good faith that it is in the interest of the holders of the notes to do so.

If an Event of Default occurs and is continuing with respect to the notes, the Trustee or the holders of not less than 25% in principal amount of the outstanding notes may declare the unpaid principal of, and any premium and accrued but unpaid interest on, all the notes then outstanding to be due and payable. Upon such a declaration, such principal (or other specified amount), and any premium and interest will be due and payable immediately. If an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Company or any subsidiary guarantor occurs and is continuing, the principal of, and any premium and interest on, all the notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any holder. Under certain circumstances, the holders of a majority in principal amount of the outstanding notes with respect to which a declaration of acceleration has been made may rescind any such acceleration with respect to the notes and its consequences.

No holder of the notes may pursue any remedy under the indenture unless:

(1) the Trustee shall have received written notice of a continuing Event of Default,

(2) the Trustee shall have received a request from holders of at least 25% in principal amount of the notes to pursue such remedy,

(3) the Trustee shall have been offered indemnity reasonably satisfactory to it,

(4) the Trustee shall have failed to act for a period of 60 days after receipt of such notice, request and offer of indemnity, and

(5) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the holders of a majority in principal amount of the notes;

provided, however, such provision does not affect the right of a holder of any notes to sue for enforcement of any overdue payment thereon.

The holders of a majority in principal amount of the outstanding notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee, subject to certain limitations specified in the indenture. The Trustee shall be under no obligation and may refuse to perform any duty or exercise any right, duty or power hereunder unless it receives indemnity reasonably satisfactory to it against any loss, liability, claim, damage or expense.

Modification and Waiver

Supplements and amendments to the indenture or the notes may be made by the Company, the subsidiary guarantors and the Trustee with the consent (including, for the avoidance of doubt, consents obtained in connection with a tender offer or exchange offer for notes or a solicitation of consents in respect of notes) of the holders of a majority in aggregate principal amount of the notes and all other series of Debt Securities outstanding under the indenture affected by such amendment or supplement, considered together as a single class; provided that no such modification or amendment may, without the consent of each holder of notes affected thereby (with respect to any notes held by a non-consenting holder),

(1) reduce the percentage of principal amount of notes whose holders must consent to an amendment, supplement or waiver of any provision of the indenture or the notes;

(2) reduce the rate or change the time for payment of interest, including default interest, if any, on the notes;

(3) reduce the principal amount of any note or change the Maturity Date of the notes;

(4) reduce the amount payable upon redemption of any note;

(5) waive any Event of Default in the payment of principal of, any premium or interest on the notes;

(6) make any note payable in money other than that stated in such note;

(7) impair the right of holders of notes to receive payment of the principal of and interest on the notes on the respective due dates therefor and to institute suit for the enforcement of any such payment; or

(8) make any change in the percentage of principal amount of the notes necessary to waive compliance with certain provisions of the indenture.

Supplements and amendments of the indenture or the notes may be made by the Company, the subsidiary guarantors and the Trustee without the consent of any holders in certain limited circumstances, including:

(1) to cure any ambiguity, omission, defect or inconsistency;

(2) to conform the text of the indenture, the notes or the Guarantees to any description of the indenture, the notes or the Guarantees contained in the offering memorandum relating to the initial issuance of the notes;

(3) to provide for the assumption of the obligations of the Company or any subsidiary guarantor under the indenture upon the merger, consolidation or sale or other disposition of all or substantially all of the assets of the Company or such subsidiary guarantor;

(4) to add to, change or eliminate any of the provisions of the indenture; provided that any such addition, change or elimination shall become effective only after there are no such notes entitled to the benefit of such provision outstanding;

(5) to evidence the acceptance or appointment by a separate Trustee or successor Trustee with respect to the notes or otherwise;

(6) to reflect the addition or release of any subsidiary guarantor from its Guarantee of the notes in the manner provided in the indenture, or to secure the notes or the Guarantees;

(7) to comply with any requirement of the SEC in order to effect or maintain the qualification of the indenture under the Trust Indenture Act;

(8) to secure the notes or the Guarantees, including pursuant to Section 4.09 of the indenture.

(9) to provide for uncertificated notes in addition to certificated notes; or

(10) to make any change that would provide any additional benefit to the holders of the notes or that does not adversely affect the rights of any holder of the notes in any material respect; provided, that any change made solely to conform the provisions of the indenture or the notes to this "Description of the Notes" will not be deemed to adversely affect any holder of any outstanding notes in any material respect.

The holders of a majority in aggregate principal amount of the outstanding notes may waive any past default under the indenture, except a default in the payment of principal, or any premium or interest.

Each holder shall have the right to receive payment of the principal of and interest on the notes at Maturity, or to institute suit for the enforcement of any such payment, and such right may not be impaired without the consent of such holder. Notwithstanding the foregoing and for the avoidance of doubt, no amendment to, or deletion or waiver of any of, the covenants set forth in the indenture or any action taken by the Company or any subsidiary guarantor not prohibited by the indenture (in each case other than with respect to actions described above that require the consent of each holder of an outstanding note affected) shall be deemed to impair or affect any rights of any holder to receive such payment.

Legal Defeasance and Covenant Defeasance

The Company may, at its option and at any time, elect to have its obligations discharged with respect to the notes (“Legal Defeasance”). Such Legal Defeasance means that the Company and any subsidiary guarantor will be deemed to have paid and discharged the entire Indebtedness represented by the outstanding notes and any Guarantees thereof, except for:

(1) the rights of holders of outstanding notes to receive payments solely from the trust fund described in the following paragraph in respect of the principal of, and any premium and interest on, such notes when such payments are due;

(2) the Company’s obligations with respect to such notes concerning the issuance of temporary notes, transfers and exchanges of the notes, replacement of mutilated, destroyed, lost or stolen notes, the maintenance of an office or agency where the notes may be surrendered for transfer or exchange or presented for payment, and duties of paying agents;

(3) the rights, powers, trusts, duties and immunities of the Trustee, and the Company’s obligations in connection therewith; and

(4) the Defeasance provisions of the indenture.

In addition, the Company may, at its option and at any time, elect to have the obligations of the Company under the notes released with respect to certain covenants described under “—Certain Covenants” (“Covenant Defeasance”), and thereafter any omission to comply with such obligations shall not constitute a Default or Event of Default with respect to the notes. In the event Covenant Defeasance with respect to the notes occurs, certain events (not including non-payment) described under

"—Events of Default" will no longer constitute an Event of Default with respect to the notes. If we exercise our Legal Defeasance or Covenant Defeasance option with respect to the notes, each subsidiary guarantor will be released from all its obligations under the indenture and its Guarantee of the notes.

In order to exercise either Legal Defeasance or Covenant Defeasance under the indenture:

(1) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the holders of the notes, cash in U.S. Legal Tender, U.S. Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, and any premium and interest on, the outstanding notes on each date on which such principal and any premium and interest is due and payable or on any redemption date established pursuant to the indenture (provided that, upon any redemption that requires the payment of a Make-Whole Premium, (x) the amount of cash, U.S. Government Securities, or combination thereof, that must be deposited will be determined using an assumed applicable premium calculated as of the date of such deposit and (y) the Company will deposit any deficit in trust on or prior to the redemption date as necessary to pay the applicable premium as determined by such date).

(2) in the case of Legal Defeasance, the Company must deliver to the Trustee an opinion of counsel reasonably acceptable to the Trustee confirming that

  (A) the Company has received from or there has been published by, the Internal Revenue Service a ruling or

  (B) since the date of the indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel shall confirm that, the holders of the outstanding notes will not recognize income, gain or loss for U.S. Federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee an opinion of counsel reasonably acceptable to the Trustee to the effect that the holders of the outstanding notes will not recognize income, gain or loss for U.S. Federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default shall have occurred and be continuing on the date of such deposit or insofar as Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 91st day after the date of deposit;

(5) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under, any other material agreement, other than the indenture, or instrument to which the Company is a party or by which the Company is bound;

(6) the Company shall have delivered to the Trustee an officers' certificate stating that the deposit was not made by the Company with the intent of preferring the holders of the notes over other creditors of the Company or with the intent of defeating, hindering, delaying or defrauding creditors of the Company or others; and

(7) the Company shall have delivered to the Trustee an officers' certificate and an opinion of counsel each stating that the Company has complied with all conditions precedent provided for relating to the Legal Defeasance or the Covenant Defeasance.

Satisfaction and Discharge

The Company may discharge all its obligations under the indenture with respect to the notes, other than its obligation to register the transfer and exchange of notes, provided that it either:

(1) delivers all outstanding notes to the Trustee for cancellation; or

(2) all such notes not so delivered for cancellation have either become due and payable or will become due and payable at their Maturity within one year or are called for redemption within one year, and in the case of this bullet point the Company has deposited with the Trustee in trust an amount of cash sufficient to pay the entire indebtedness of such notes, including any premium and interest to the Maturity Date or applicable redemption date (provided that, upon any redemption that requires the payment of a Make-Whole Premium, (x) the amount of cash that must be deposited will be determined using an assumed applicable premium calculated as of the date of such deposit and (y) the Company will deposit any deficit in trust on or prior to the redemption date as necessary to pay the applicable premium as determined by such date).

Governing Law

The indenture provides that it, the notes and the Guarantees will be governed by, and construed in accordance with, the laws of the State of New York.

The Trustee

We may maintain banking and other commercial relationships with the Trustee and its affiliates in the ordinary course of business, and the Trustee may own our Debt Securities, including the notes.

The Trustee is permitted to become an owner or pledgee of the notes and may otherwise deal with the Company or its Subsidiaries or Affiliates with the same rights it would have if it were not Trustee. If, however, the Trustee acquires any conflicting interest (as defined in the Trust Indenture Act) after an Event of Default has occurred and is continuing, it must eliminate such conflict or resign.

In case an Event of Default shall occur (and be continuing), the Trustee will be required to use the degree of care and skill of a prudent person in the conduct of such person's own affairs. The Trustee will be under no obligation to exercise any of its powers under the indenture at the request of any of the holders of the notes, unless such holders have offered the Trustee indemnity reasonably satisfactory to it.

Certain Definitions

The following is a summary of certain defined terms used in the indenture. Reference is made to the indenture for the full definition of all such terms and for the definitions of capitalized terms used in this prospectus and not defined below.

"*Adjusted Consolidated Net Tangible Assets*" or "*ACNTA*" means, without duplication, as of the date of determination, (a) the sum of

(1) discounted future net revenue from proved oil and gas reserves of the Company and its Subsidiaries calculated in accordance with SEC guidelines before any state or federal income taxes, as estimated by petroleum engineers (which may include the Company's internal engineers) in a reserve report prepared as of the end of the Company's most recently completed fiscal year or, at the Company's option, a reserve report prepared as of the end of the most recently completed fiscal quarter, as increased by, as of the date of determination, the discounted future net revenue of (A) estimated proved oil and gas reserves of the Company and its Subsidiaries attributable to any acquisition consummated since the date of such year-end or quarterly reserve report, as applicable,

and (B) estimated proved oil and gas reserves of the Company and its Subsidiaries attributable to extensions, discoveries and other additions and upward revisions of estimates of proved oil and gas reserves due to exploration, development or exploitation, production or other activities conducted or otherwise occurring since the date of such year-end or quarterly reserve report, as applicable, which, in the case of sub-clauses (A) and (B), would, in accordance with standard industry practice, result in such increases as calculated in accordance with SEC guidelines (utilizing the prices utilized in such year-end or quarterly reserve report, as applicable), and decreased by, as of the date of determination, the discounted future net revenue of (C) estimated proved oil and gas reserves of the Company and its Subsidiaries produced or disposed of since the date of such year-end or quarterly reserve report, as applicable, and (D) reductions in the estimated oil and gas reserves of the Company and its Subsidiaries since the date of such year-end or quarterly reserve report, as applicable, attributable to downward revisions of estimates of proved oil and gas reserves due to exploration, development or exploitation, production or other activities conducted or otherwise occurring since the date of such year-end or quarterly reserve report, as applicable, which, in the case of sub-clauses (C) and (D) would, in accordance with standard industry practice, result in such decreases as calculated in accordance with SEC guidelines (utilizing the prices utilized in such year-end or quarterly reserve report, as applicable); provided that, in the case of each of the determinations made pursuant to clauses (A) through (D), such increases and decreases may be estimated by the Company's engineers,

(2) the capitalized costs that are attributable to oil and gas properties of the Company and its Subsidiaries to which no proved oil and gas reserves are attributable, based on the Company's books and records as of a date no earlier than the date of the Company's latest annual or quarterly financial statements,

(3) the Net Working Capital on a date no earlier than the date of the Company's latest annual or quarterly financial statements, and

(4) the greater of (A) the net book value on a date no earlier than the date of the Company's latest annual or quarterly financial statements and (B) the appraised value, as estimated by independent appraisers, of other tangible assets (including Investments in unconsolidated Subsidiaries) of the Company and its Subsidiaries, as of a date no earlier than the date of the Company's latest audited financial statements (provided that the Company shall not be required to obtain any appraisal of assets), minus (b) the sum of

(1) minority interests,

(2) any gas balancing liabilities of the Company and its Subsidiaries reflected as a long-term liability in the Company's latest annual or quarterly financial statements,

(3) the discounted future net revenue, calculated in accordance with SEC guidelines (utilizing the prices utilized in the Company's year-end or quarterly reserve report, as applicable), attributable to reserves which are required to be delivered to third parties to fully satisfy the obligations of the Company and its Subsidiaries with respect to Volumetric Production Payments on the schedules specified with respect thereto,

(4) the discounted future net revenue, calculated in accordance with SEC guidelines, attributable to reserves subject to Dollar-Denominated Production Payments which, based on the estimates of production included in determining the discounted future net revenue specified in (a)(1) above (utilizing the same prices utilized in the Company's year-end or quarterly reserve report, as applicable), would be necessary to fully satisfy the payment obligations of the Company and its Subsidiaries with respect to Dollar-Denominated Production Payments on the schedules specified with respect thereto, and

(5) the discounted future net revenue, calculated in accordance with SEC guidelines (utilizing the same prices utilized in the Company's year-end or quarterly reserve report, as applicable), attributable to reserves subject to participation interests, overriding royalty interests or other interests of third parties, pursuant to participation, partnership, vendor financing or other agreements then in effect, or which otherwise are required to be delivered to third parties.

For the avoidance of doubt, "reserves" shall include any reserves applicable to natural gas liquids.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person directly or indirectly, whether through the ownership of Voting Stock, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"*Attributable Indebtedness*" means, with respect to any particular lease under which any Person is at the time liable and at any date as of which the amount thereof is to be determined, the present value of the total net amount of rent required to be paid by such Person under the lease during the primary term thereof, without giving effect to any renewals at the option of the lessee, discounted from the respective due dates thereof to such date at the rate of interest per annum implicit in the terms of the lease. As used in the preceding sentence, the "net amount of rent" under any lease for any such period shall mean the sum of rental and other payments required to be paid with respect to such period by the lessee thereunder excluding any amounts required to be paid by such lessee on account of maintenance and repairs, insurance, taxes, assessments, water rates or similar charges. In the case of any lease which is terminable by the lessee upon payment of a penalty, such net amount of rent shall also include the amount of such penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated.

"*Board of Directors*" means, with respect to any Person, the Board of Directors or other governing body of such Person or any committee thereof duly authorized to act on behalf of such Board of Directors or such other governing body.

"*Capital Stock*" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated) of corporate stock, partnership or limited liability company interests or other equity securities (including, without limitation, beneficial interests in or other securities of a trust) and any and all warrants, options and rights with respect thereto (whether or not currently exercisable), including each class of common stock and preferred stock of such Person.

"*Credit Facilities*" means, one or more debt facilities (including, without limitation, the Company's existing credit facility) or commercial paper facilities, in each case with banks, investment banks, insurance companies, mutual funds and/or other institutional lenders providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from (or sell receivables to) such lenders against such receivables) or letters of credit, in each case, as amended, extended, restated, renewed, refunded, replaced (whether contemporaneously or otherwise) or refinanced (in each case with Credit Facilities), supplemented or otherwise modified (in whole or in part and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time.

"*De Minimis Guaranteed Amount*" means a principal amount of Indebtedness that does not exceed $25 million.

"*Debt Securities*" means the Company's debentures, notes (whether or not offered hereby), bonds or other evidence of indebtedness in one or more series.

"*Disqualified Stock*" means, with respect to the notes, any Capital Stock that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (1) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking

fund obligation, scheduled redemption or otherwise (except as a result of a change of control or asset sale), (2) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests and other than as a result of a change of control or asset sale), or (3) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would otherwise constitute Disqualified Stock, in the case of each of clauses (1), (2) and (3), prior to the date that is 91 days after the maturity date of the notes at the time of issuance of such Equity Interests; provided that if such Equity Interests are issued pursuant to any plan for the benefit of future, current or former employees, directors, officers, members of management or consultants of the Company or the Subsidiaries or by any such plan to such employees, directors, officers, members of management or consultants, such Equity Interests shall not constitute Disqualified Stock solely because they may be required to be repurchased by the Company or the Subsidiaries in order to satisfy applicable statutory or regulatory obligations, or as a result of such employee's, director's, officer's, management member's or consultant's termination, death or disability; provided, further, that any Equity Interests held by any future, current or former employee, director, officer, member of management or consultant of the Company, any Subsidiary, or any other Person in which the Company or a Subsidiary has an Investment and is designated in good faith as an "affiliate" by the Board of Directors of the Company (or the compensation committee thereof), in each case pursuant to any stock subscription or shareholders' agreement, management equity plan or stock option plan or any other management or employee benefit plan or agreement shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Company or the Subsidiaries in order to satisfy applicable statutory or as a result of such employee's, director's, officer's, management member's or consultant's termination, death or disability.

"*Dollar-Denominated Production Payments*" mean production payment obligations recorded as liabilities in accordance with GAAP, together with all undertakings and obligations in connection therewith.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock; provided that any instrument evidencing Indebtedness convertible or exchangeable into Capital Stock, whether or not such Indebtedness includes any right of participation with Capital Stock, shall not be deemed to be an Equity Interest unless and until such instrument is so converted or exchanged.

"*Equity Offering*" means any public or private sale after the Issue Date of Capital Stock of the Company (other than Disqualified Stock) other than:

(1) public offerings with respect to the Company's common stock registered on Form S-4 or Form S-8; and

(2) issuances to any Subsidiary.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC thereunder.

"*Existing Notes*" means the Company's outstanding (a) Floating Rate Senior Notes due 2019, (b) 6.625% Senior Notes due 2020, (c) 6.875% Senior Notes due 2020, (d) 6.125% Senior Notes due 2021, (e) 5.375% Senior Notes due 2021, (f) 4.875% Senior Notes due 2022, (g) 5.75% Senior Notes due 2023, (h) 7.00% Senior Notes due 2024, (i) 8.00% Senior Notes due 2025, (j) 7.50% Senior Notes due 2026, (k) 5.5% Convertible Senior Notes due 2026 and (l) 8.00% Senior Notes due 2027.

"*Funded Debt*" means, with regard to any Person, all Indebtedness incurred, created, assumed or guaranteed by such Person, which matures, or is renewable by such Person to a date, more than one year after the date as of which Funded Debt is being determined.

"*GAAP*" means generally accepted accounting principles as in effect in the United States of America from time to time.

"*Guarantee*" means, individually and collectively, the guarantees given by the subsidiary guarantors pursuant to the indenture.

"*Indebtedness*" means, without duplication, with respect to any Person,

(a) all obligations of such Person, including those evidenced by bonds, notes, debentures or similar instruments, for the repayment of money borrowed (whether or not the recourse of the lender is to the whole of the assets of such Person or only to a portion thereof);

(b) all liabilities of others of the kind described in the preceding clause (a) that such Person has guaranteed; and

(c) Indebtedness (as otherwise defined in this definition) of another Person secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person, the amount of such obligations being deemed to be the lesser of

(1) the full amount of such obligations so secured, and

(2) the fair market value of such asset, as determined in good faith by the Board of Directors of such Person, which determination shall be evidenced by a resolution of such Board.

Neither Dollar-Denominated Production Payments nor Volumetric Production Payments shall be deemed to be Indebtedness.

"*Investment*" of any Person means (i) all investments by such Person in any other Person in the form of loans, advances or capital contributions, (ii) all guarantees of Indebtedness of any other Person by such Person, (iii) all purchases (or other acquisitions for consideration) by such Person of Indebtedness, Capital Stock or other securities of any other Person and (iv) all other items that would be classified as investments or advances on a balance sheet of such Person prepared in accordance with GAAP.

"*Issue Date*" means April 3, 2019.

"*Lien*" means, with respect to any Person, any mortgage, pledge, lien, encumbrance, easement, restriction, charge or adverse claim affecting title or resulting in an encumbrance against real or personal property of such Person, or a security interest of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof or other similar agreement to sell, in each case securing obligations of such Person).

"*Maturity*" means the date on which the principal of the notes or an installment of principal becomes due and payable as provided therein or by the indenture, whether at the Maturity Date or by declaration of acceleration, call for redemption or otherwise.

"*Maturity Date*" means March 15, 2026.

"*Net Available Proceeds*" means, with respect to any Sale/Leaseback Transaction of any Person, cash proceeds received (including any cash proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise, but only as and when received, and excluding any other consideration until such time as such consideration is converted into cash) therefrom, in each case net of all legal, title and recording tax expenses, commissions and other fees and expenses incurred, and all federal, state or local taxes required to be accrued as a liability as a consequence of such Sale/Leaseback Transaction, and in each case net of all Indebtedness which is secured by such assets, in accordance with the terms of any Lien upon or with respect to such assets, or which must, by its terms or in order to obtain a necessary consent to such Sale/Leaseback Transaction or by applicable law, be repaid out of the proceeds from such Sale/Leaseback Transaction and which is actually so repaid.

"*Net Working Capital*" means (i) all current assets of the Company and its Subsidiaries, minus (ii) all current liabilities of the Company and its Subsidiaries, except current liabilities included in Indebtedness.

"*Oil and Gas Business*" means the business of the exploration for, and exploitation, development, production, processing, marketing, storage and transportation of, hydrocarbons, and other related energy and natural resource businesses (including oil and gas services businesses related to the foregoing).

"*Oil and Gas Hedging Contracts*" means any oil and gas purchase or hedging agreement, and other agreement or arrangement, in each case, that is designed to provide protection against price fluctuations of oil, gas or other commodities.

"*Permitted Liens*" means

(1) Liens existing on the Issue Date;

(2) Liens securing Indebtedness under Credit Facilities;

(3) Liens securing any renewal, extension, substitution, refinancing or replacement of secured Indebtedness; provided, that such Liens extend to or cover only the property or assets then securing the Indebtedness being refinanced and that the Indebtedness being refinanced was not incurred under the Credit Facilities;

(4) Liens on, or related to, properties to secure all or part of the costs incurred in the ordinary course of business of exploration, drilling, development or operation thereof;

(5) Liens upon (i) any property of or any interests in any Person existing at the time of acquisition of such property or interests by the Company or a Subsidiary, (ii) any property of or interests in a Person existing at the time such Person is merged or consolidated with the Company or any Subsidiary or existing at the time of the sale or transfer of any such property of or interests in such Person to the Company or any Subsidiary, or (iii) any property of or interests in a Person existing at the time such Person becomes a Subsidiary; provided, that in each case such Lien has not been created in contemplation of such sale, merger, consolidation, transfer or acquisition, and provided further that in each such case no such Lien shall extend to or cover any property of the Company or any Subsidiary other than the property being acquired and improvements thereon;

(6) Liens on deposits to secure public or statutory obligations or in lieu of surety or appeal bonds entered into in the ordinary course of business;

(7) Liens in favor of collecting or payor banks having a right of setoff, revocation, refund or chargeback with respect to money or instruments of the Company or any Subsidiary on deposit with or in possession of such bank;

(8) purchase money security interests granted in connection with the acquisition of assets in the ordinary course of business and consistent with past practices, provided, that (i) such Liens attach only to the property so acquired with the purchase money indebtedness secured thereby and (ii) such Liens secure only Indebtedness that is not in excess of 100% of the purchase price of such assets;

(9) Liens reserved in oil and gas mineral leases for bonus or rental payments and for compliance with the terms of such leases;

(10) Liens arising under partnership agreements, oil and gas leases, farm-out agreements, division orders, contracts for the sale, purchase, exchange, transportation or processing of oil, gas or other hydrocarbons, unitization and pooling declarations and agreements, development agreements, operating agreements, area of mutual interest agreements, and other similar agreements which are customary in the Oil and Gas Business;

(11) Liens securing obligations of the Company or any of its Subsidiaries under Oil and Gas Hedging Contracts;

(12) Liens in favor of the United States, any state thereof, any foreign country or any department, agency or instrumentality or political subdivision of any such jurisdiction, to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of constructing or improving the property subject to such Liens, including without limitation, Liens to secure Funded Debt of the pollution control or industrial revenue bond type; and

(13) Liens in favor of the Company or any subsidiary guarantor.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, trust, estate, association, unincorporated organization or government or any agency or political subdivision thereof.

"*Principal Property*" means any property interest in oil and gas reserves located in the United States owned by the Company or any Subsidiary and which is capable of producing crude oil, condensate, natural gas, natural gas liquids or other similar hydrocarbon substances in paying quantities, the net book value of which property interest or interests exceeds two percent of Adjusted Consolidated Net Tangible Assets, except any such property interest or interests that in the opinion of the Board of Directors of the Company is not of material importance to the total business conducted by the Company and its Subsidiaries taken as a whole.

Without limitation, the term "Principal Property" shall not include:

(1) property or assets employed in gathering, treating, processing, refining, transportation, distribution or marketing,

(2) accounts receivable and other obligations of any obligor under a contract for the sale, exploration, production, drilling, development, processing or transportation of crude oil, condensate, natural gas, natural gas liquids or other similar hydrocarbon substances by the Company or any of its Subsidiaries, and all related rights of the Company or any of its Subsidiaries, and all guarantees, insurance, letters of credit and other agreements or arrangements of whatever character supporting or securing payment of such receivables or obligations, or

(3) the production or any proceeds from production of crude oil, condensate, natural gas, natural gas liquids or other similar hydrocarbon substances.

"*Qualified Equity Interests*" means any Equity Interests that are not Disqualified Stock.

"*Restricted Subsidiary*" means any Subsidiary that, as of the applicable date of determination, (i) is a subsidiary guarantor or (ii) directly owns or leases any Principal Property.

"*Sale/Leaseback Transaction*" means with respect to the Company or any Restricted Subsidiary, any arrangement with any Person providing for the leasing by the Company or any of its Restricted Subsidiaries of any Principal Property which was acquired or placed into service more than one year prior to such arrangement, whereby such property has been or is to be sold or transferred by the Company or such Restricted Subsidiary to such Person; provided, that the term "Sale/Leaseback Transaction" shall not include any such arrangement that does not provide for a lease by the Company or any of its Restricted Subsidiaries with a period, including renewals, of more than three years. For the avoidance of doubt, a transaction primarily involving Dollar-Denominated Production Payments or Volumetric Production Payments shall not be deemed to be a Sale/Leaseback Transaction.

"*Senior Indebtedness*" means any Debt Securities or other Indebtedness of the Company or a Subsidiary Guarantor (whether outstanding on the date of the indenture or thereafter incurred), unless such Debt Securities or Indebtedness is contractually subordinate or junior in right of payment of principal of, and any premium and interest on, the notes or the Guarantees, respectively.

"*Subsidiary*" means any subsidiary of the Company. A "subsidiary" of any Person means

(1) a corporation a majority of whose Voting Stock is at the time, directly or indirectly, owned by such Person, by one or more subsidiaries of such Person or by such Person and one or more subsidiaries of such Person,

(2) a partnership in which such Person or a subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if such Person or its subsidiary is entitled to receive more than 50 percent of the assets of such partnership upon its dissolution, or

(3) any other Person (other than a corporation or partnership) in which such Person, directly or indirectly, at the date of determination thereof, has (x) at least a majority ownership interest or (y) the power to elect or direct the election of a majority of the Board of Directors of such Person.

"*subsidiary guarantor*" means (i) each of the Subsidiaries that executes the indenture as a subsidiary guarantor until such time as such Subsidiary shall no longer be a subsidiary guarantor pursuant to the indenture; and (ii) each other Subsidiary that becomes a guarantor of the notes in compliance with the provisions of the indenture until such time as such Subsidiary shall no longer be a subsidiary guarantor pursuant to the indenture.

"*U.S. Government Securities*" means securities that are (1) direct obligations of the United States of America for the payment of which its full faith and credit is pledged or (2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which, in either case under clauses (1) or (2) are not callable or redeemable at the option of the issuer thereof.

"*U.S. Legal Tender*" means such coin or currency of the United States as at the time of payment shall be legal tender for the payment of public and private debts.

"*Volumetric Production Payments*" means sales of limited-term overriding royalty interests in natural gas and oil reserves that (i) entitle the purchaser to receive scheduled production volumes over a period of time from specific lease interests; (ii) are free and clear of all associated future production costs and capital expenditures; (iii) are nonrecourse to the seller (i.e., the purchaser's only recourse is to the reserves acquired); (iv) transfer title of the reserves to the purchaser; and (v) allow the seller to retain all production beyond the specified volumes, if any, after the scheduled production volumes have been delivered.

"*Voting Stock*" means, with respect to any Person, securities of any class or classes of Capital Stock in such Person entitling the holders thereof (whether at all times or only so long as no senior class of stock has voting power by reason of contingency) to vote in the election of members of the Board of Directors of such Person.

BOOK-ENTRY, DELIVERY AND FORM

Except as set forth below, the exchange notes will be represented by one or more permanent global notes in registered form without interest coupons ("global notes"). The global notes will be deposited upon issuance with the Trustee as custodian for DTC, in New York, New York, and registered in the name of DTC's nominee, Cede & Co., for credit to an account of a direct or indirect participant in DTC as described below.

Except as set forth below, the global notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the global notes may not be exchanged for definitive notes in registered certificated form ("certificated notes") except in the limited circumstances described below. Except in the limited circumstances described below, owners of beneficial interests in the global notes will not be entitled to receive physical delivery of notes in certificated form.

Transfers of beneficial interests in the global notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants, which may change from time to time.

Depository Procedures

The following description of the operations and procedures of DTC is provided solely as a matter of convenience. These operations and procedures are solely within the control of DTC and are subject to changes by it. We take no responsibility for these operations and procedures and urge investors to contact DTC or its participants directly to discuss these matters.

DTC has advised us that DTC is a limited-purpose trust company organized under the laws of the State of New York, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participating organizations (collectively, the "participants") and to facilitate the clearance and settlement of transactions in those securities between participants through electronic book-entry changes in accounts of its participants. The participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly (collectively, the "indirect participants"). Persons who are not participants may beneficially own securities held by or on behalf of DTC only through the participants or the indirect participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the participants and indirect participants.

DTC has also advised us that, pursuant to procedures established by it:

(1) upon deposit of the global notes, DTC will credit the accounts of participants with portions of the principal amount of the global notes; and

(2) ownership of these interests in global notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the participants) or by the participants and the indirect participants (with respect to other owners of beneficial interests in global notes). Investors in the global notes who are participants in DTC's system may hold their interests therein directly through DTC. Investors in global notes who are not participants may hold their interests therein indirectly through organizations that are participants in DTC's system. All interests in the global notes are subject to the procedures and requirements of DTC.

The laws of some jurisdictions require that certain persons take physical delivery in definitive form of securities that they own and the ability to transfer beneficial interests in a global note to persons that are subject to those requirements will be limited to that extent. Because DTC can act only on behalf of participants, which in turn act on behalf of indirect participants,

the ability of a person having beneficial interests in a global note to pledge those interests to persons that do not participate in the DTC system, or otherwise take actions in respect of those interests, may be affected by the lack of a physical certificate evidencing those interests.

Except as described below, owners of an interest in global notes will not have exchange notes registered in their names, will not receive physical delivery of certificated exchange notes and will not be considered the registered owners or "holders" thereof under the indenture for any purpose.

Payments in respect of the principal of and any premium and interest on a global note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered holder under the indenture. Under the terms of the indenture, we and the trustee will treat the persons in whose names the exchange notes, including global notes, are registered as the owners of such exchange notes for the purpose of receiving payments and for all other purposes. Consequently, neither we, the trustee nor any agent of us or the trustee has or will have any responsibility or liability for:

(1) any aspect of DTC's records or any participant's or indirect participant's records relating to or payments made on account of beneficial ownership interests in global notes or for maintaining, supervising or reviewing any of DTC's records or any participant's or indirect participant's records relating to the beneficial ownership interests in global notes; or

(2) any other matter relating to the actions and practices of DTC or any of its participants or indirect participants.

DTC has advised us that its current practice, upon receipt of any payment in respect of securities such as the exchange notes (including principal and interest), is to credit the accounts of the relevant participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on that payment date. Each relevant participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of exchange notes as shown on the records of DTC. Payments by the participants and the indirect participants to the beneficial owners of exchange notes will be governed by standing instructions and customary practices and will be the responsibility of the participants or the indirect participants and will not be the responsibility of DTC, the trustee or us. Neither we nor the trustee will be liable for any delay by DTC or any of its participants in identifying the beneficial owners of any exchange notes, and we and the trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Transfers between participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds.

DTC has advised us that it will take any action permitted to be taken by a holder of exchange notes only at the direction of one or more participants to whose account DTC has credited the interests in the global notes and only in respect of the portion of the aggregate principal amount of the exchange notes as to which that participant or those participants has or have given the relevant direction.

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in global notes among participants in DTC, it is under no obligation to perform those procedures, and may discontinue or change those procedures at any time. None of us, the subsidiary guarantors or the trustee or any of our respective agents will have any responsibility for the performance by DTC or its participants or indirect participants of its obligations under the rules and procedures governing its operations.

Exchange of Global Notes for Certificated Notes

A global note is exchangeable for a certificated note in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof, if:

- DTC (1) notifies us that it is unwilling or unable to continue as depositary for the applicable global notes or (2) has ceased to be a clearing agency registered under the Exchange Act and, in either case, we fail to appoint a successor depositary within 90 days;
- we, at our option and subject to the procedures of DTC, notify the trustee in writing that we elect to cause the issuance of certificated notes; or
- there has occurred and is continuing an event of default with respect to the exchange notes and DTC requests the issuance of certificated notes.

In all cases, certificated notes delivered in exchange for any global note or beneficial interests in a global note will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures) and will bear the applicable restrictive legend unless that legend is not required by applicable law.

CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES

The following discussion is a summary of the material U.S. federal income tax considerations, as of the date of this prospectus, relevant to a beneficial owner of outstanding notes (a "holder") relating to the exchange of outstanding notes for exchange notes pursuant to the exchange offer. This summary is based upon provisions of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), applicable Treasury regulations, administrative rulings and judicial decisions, all as of the date hereof, any of which may subsequently be changed, possibly retroactively, so as to result in U.S. federal income tax consequences different from those discussed below.

We cannot assure you that the Internal Revenue Service (the "IRS") will not challenge one or more of the tax consequences described in this discussion. We have not obtained, nor do we intend to obtain, a ruling from the IRS with respect to the U.S. federal income tax consequences described below. If the IRS contests a conclusion set forth herein, no assurance can be given that a holder would ultimately prevail in a final determination by a court.

This summary only applies to holders that acquired their outstanding notes upon original issuance, exchange their outstanding notes for exchange notes, and hold the outstanding notes and exchange notes as capital assets for U.S. federal income tax purposes (generally property held for investment). This summary does not discuss any aspect of U.S. federal tax law other than income taxation, and does not address state, local or foreign tax considerations. Moreover, this summary does not address all aspects of U.S. federal income taxation that may be relevant to holders, nor does it address all tax consequences that may be relevant to such holders in light of their personal circumstances or particular situations, such as:

- tax consequences to investors that may be subject to special tax treatment, including brokers, dealers in securities, banks, financial institutions, regulated investment companies, real estate investment trusts, tax-exempt entities, retirement plans and other tax-deferred accounts, insurance companies, partnerships or other pass-through entities for U.S. federal income tax purposes (or investors in such entities), certain former citizens or former long-term residents of the United States, or traders in securities that elect to use a mark-to-market method of tax accounting for their securities;
- tax consequences to persons holding outstanding notes or exchange notes as a part of an integrated or conversion transaction or a straddle, or persons deemed to sell exchange notes under the constructive sale provisions of the Code;
- tax consequences to U.S. holders whose "functional currency" is not the U.S. dollar; and
- tax consequences under the alternative minimum tax provisions of the Code.

Investors should consult their own tax advisors concerning the U.S. federal income tax consequences in light of their own specific situations, as well as consequences arising under other federal tax laws (such as the federal estate or gift tax laws) and the laws of any state, local, foreign or other taxing jurisdiction.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds outstanding notes, the tax treatment of a partner of such partnership will generally depend upon the status of the partner and the activities of the partner and the partnership. Any beneficial owner holding outstanding notes through an entity or arrangement that may be treated as a partnership for U.S. federal income tax purposes is urged to consult its own tax advisor regarding the tax consequences of the exchange offer to such partner.

Exchange of Notes Pursuant to the Exchange Offer

The exchange of the outstanding notes for exchange notes will not constitute a taxable exchange. As a result, (1) a holder will not recognize a taxable gain or loss as a result of exchanging such holder's outstanding notes for exchange notes; (2) the holding period of the exchange notes received will include the holding period of the outstanding notes exchanged therefor; and (3) the adjusted tax basis of the exchange notes received will be the same as the adjusted tax basis of the outstanding

notes exchanged therefor immediately before such exchange. Holders should consult their own tax advisors regarding the potential U.S. federal income tax consequences of the exchange of the outstanding notes for exchange notes.

THE PRECEDING DISCUSSION OF U.S. FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. WE URGE EACH HOLDER TO CONSULT ITS OWN TAX ADVISOR REGARDING THE PARTICULAR U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF EXCHANGING OUTSTANDING NOTES FOR EXCHANGE NOTES PURSUANT TO THE EXCHANGE OFFER, INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGE IN APPLICABLE LAWS.

PLAN OF DISTRIBUTION

Based on interpretations by the staff of the SEC in no-action letters issued to third parties, we believe that you may transfer exchange notes issued under the exchange offer in exchange for the outstanding notes if:

- any exchange notes to be received by you will be acquired in the ordinary course of your business; and
- you have no arrangement or understanding with any person or entity to participate in the distribution (within the meaning of the Securities Act) of the exchange notes in violation of the provisions of the Securities Act.

You may not participate in the exchange offer unless:

- you are not an "affiliate," as defined in Rule 405 under the Securities Act, of us; and
- if you are a broker-dealer that will receive exchange notes for your own account in exchange for outstanding notes that were acquired as a result of market-making or other trading activities, you agree to deliver this prospectus (or, to the extent permitted by law, make this prospectus available to purchasers) in connection with any resale of the exchange notes.

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver this prospectus in connection with any resale of such exchange notes. To date, the staff of the SEC has taken the position that broker-dealers may fulfill their prospectus delivery requirements with respect to transactions involving an exchange of securities such as this exchange offer, other than a resale of an unsold allotment from the original sale of the outstanding notes, with this prospectus. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received for their own account in exchange for the outstanding notes where such outstanding notes were acquired as a result of market-making activities or other trading activities. We have agreed that, for a period ending on , 2020, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until such date, all dealers effecting transactions in exchange notes may be required to deliver this prospectus.

If you wish to exchange notes for your outstanding notes in the exchange offer, you will be required to make representations to us as described in "Exchange Offer—Procedures for Tendering—Your Representations to Us" in this prospectus. As indicated in the letter of transmittal, you will be deemed to have made these representations by tendering your outstanding notes in the exchange offer. In addition, if you are a broker-dealer who receives exchange notes for your own account in exchange for the outstanding notes that were acquired by you as a result of market-making activities or other trading activities, you will be required to acknowledge, in the same manner, that you will deliver this prospectus in connection with any resale by you of such exchange notes.

We will not receive any proceeds from any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions:

- in the over the counter market;
- in negotiated transactions;
- through the writing of options on the exchange notes; or
- a combination of such methods of resale; at market prices prevailing at the time of resale, at prices related to such prevailing market prices or at negotiated prices.

Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act. Each letter of transmittal states that by acknowledging that it will deliver and by delivering

this prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For the period described in Section 4(a)(3) of and Rule 174 under the Securities Act that is applicable to transactions by brokers or dealers with respect to the exchange notes, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents.

We have agreed to indemnify the holders of the outstanding notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The validity of the exchange notes offered hereby will be passed upon for us by Baker Botts L.L.P., Houston, Texas. Certain matters of Oklahoma law will be passed upon for us by Derrick & Briggs, LLP, Oklahoma City, Oklahoma. Certain matters of Michigan law will be passed upon for us by Loomis, Ewert, Parsley, Davis & Gotting, P.C., Lansing, Michigan.

EXPERTS

The financial statements incorporated in this prospectus by reference to Chesapeake Energy Corporation's Current Report on Form 8-K dated May 9, 2019 and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to the Annual Report on Form 10-K of Chesapeake Energy Corporation for the year ended December 31, 2018 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of Brazos Valley Longhorn, L.L.C. (successor in interest to WildHorse) as of December 31, 2018 and 2017, and for the years in the three-year period ended December 31, 2018, incorporated by reference in this prospectus, in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing. The audit report covering the December 31, 2018 financial statements refers to the consolidated and combined financial statements, the statements of operations, cash flows, and changes in equity for the periods from inception to common control (February 17, 2015) through the initial public offering (December 19, 2016), being prepared on a combined basis of accounting.

Estimates of the natural gas and oil reserves of Chesapeake Energy Corporation and related future net cash flows and the present values thereof, included in Chesapeake's Annual Report on Form 10-K for the year ended December 31, 2018, were based in part upon reserve reports prepared by Software Integrated Solutions, Division of Schlumberger Technology Corporation, an independent petroleum engineer.

Estimates of WildHorse Resource Development Corporation's oil and natural gas reserves and related future net cash flows related to WildHorse Resource Development Corporation's properties as of December 31, 2018, incorporated by reference in this prospectus were based upon the proved reserves estimates prepared by WildHorse Resource Development Corporation and audited by independent petroleum engineers, Cawley, Gillespie & Associates.

ANNEX A – LETTER OF TRANSMITTAL

Chesapeake Energy Corporation

Offer to Exchange
$45,861,000 of 8.00% Senior Notes due 2026
that have been registered under the Securities Act of 1933
for
$45,861,000 of 8.00% Senior Notes due 2026
that have not been registered under the Securities Act of 1933

Pursuant to the Exchange Offer and Prospectus dated _____, 2020

The exchange agent for the exchange offer is:

Deutsche Bank Trust Company Americas

By Mail:
DB Services Americas, Inc.
MS: JCK01-0218
Attention: Reorg. Department
5022 Gate Parkway, Suite 200
Jacksonville, FL 32256

By Overnight Mail or Courier:
DB Services Americas, Inc.
MS: JCK01-0218
Attention: Reorg. Department
5022 Gate Parkway, Suite 200
Jacksonville, FL 32256

By Email: **spu-reorg.operations@db.com**

By Telephone: 1 **(800) 735-7777, Option 1**

IF YOU WISH TO EXCHANGE CURRENTLY OUTSTANDING 8.00% SENIOR NOTES DUE 2026 (THE "OUTSTANDING NOTES") FOR AN EQUAL AGGREGATE PRINCIPAL AMOUNT OF 8.00% SENIOR NOTES DUE 2026 PURSUANT TO THE EXCHANGE OFFER, YOU MUST VALIDLY TENDER (AND NOT WITHDRAW) OUTSTANDING NOTES TO THE EXCHANGE AGENT PRIOR TO 5:00 P.M. NEW YORK CITY TIME ON THE EXPIRATION DATE BY CAUSING AN AGENT'S MESSAGE TO BE RECEIVED BY THE EXCHANGE AGENT PRIOR TO SUCH TIME.

The undersigned hereby acknowledges receipt of the prospectus, dated _____, 2020 (the "Prospectus"), of Chesapeake Energy Corporation, an Oklahoma corporation (the "Company"), and this Letter of Transmittal (the "Letter of Transmittal"), which together describe the Company's offer (the "Exchange Offer") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), to exchange its 8.00% Senior Notes due 2026 (the "Exchange Notes") for a like principal amount of Outstanding Notes. Assuming the Exchange Notes are issued prior to March 15, 2020, holders of Outstanding Notes that are accepted for exchange will be deemed to have waived the right, if any, to receive any payment in respect of interest accrued on the Outstanding Notes from September 15, 2019 until the date of the issuance of the Exchange Notes.

The Company reserves the right, at any time or from time to time, to extend the Exchange Offer at its discretion, in which event the term "Expiration Date" shall mean the latest date to which the Exchange Offer is extended. To extend the Exchange Offer, the Company will notify the Exchange Agent of any extension. The Company will notify the holders of Outstanding Notes of the extension via a press release issued no later than 9:00 a.m. New York City time on the business day after the previously scheduled Expiration Date.

This Letter of Transmittal is to be used by holders of the Outstanding Notes. Tender of Outstanding Notes is to be made according to the Automated Tender Offer Program ("ATOP") of The Depository Trust Company ("DTC") pursuant to the procedures set forth in the prospectus under the caption "The Exchange Offer—Procedures for Tendering." DTC participants that are accepting the Exchange Offer must transmit their acceptance to DTC, which will verify the acceptance and execute a book-entry delivery to the Exchange Agent's DTC account. DTC will then send a computer-generated message known as an "agent's message" to the exchange agent for its acceptance. For you to validly tender your Outstanding Notes in the Exchange Offer, the Exchange Agent must receive, prior to the Expiration Date, an agent's message under the ATOP procedures that confirms that:

- DTC has received your instructions to tender your Outstanding Notes; and
- you agree to be bound by the terms of this Letter of Transmittal.

By using the ATOP procedures to tender Outstanding Notes, you will not be required to deliver this Letter of Transmittal to the Exchange Agent. However, you will be bound by its terms, and you will be deemed to have made the acknowledgments and the representations and warranties it contains, just as if you had signed it.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

1. By tendering Outstanding Notes in the Exchange Offer, you acknowledge receipt of the Prospectus and this Letter of Transmittal.

2. By tendering Outstanding Notes in the Exchange Offer, you represent and warrant that you have full authority to tender the Outstanding Notes described above and will, upon request, execute and deliver any additional documents deemed by the Company to be necessary or desirable to complete the tender of Outstanding Notes.

3. The tender of the Outstanding Notes pursuant to all of the procedures set forth in the Prospectus will constitute an agreement between you and the Company as to the terms and conditions set forth in the Prospectus.

4. The Exchange Offer is being made in reliance upon interpretations contained in no-action letters issued to third parties by the staff of the Securities and Exchange Commission (the "Commission"), including Exxon Capital Holdings Corp., Commission No-Action Letter (available May 13, 1988), Morgan Stanley & Co., Inc., Commission No-Action Letter (available June 5, 1991) and Shearman & Sterling, Commission No-Action Letter (available July 2, 1993), that the Exchange Notes issued in exchange for the Outstanding Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by holders thereof (other than a broker-dealer who purchased Outstanding Notes exchanged for such Exchange Notes directly from the Company to resell pursuant to Rule 144A or any other available exemption under the Securities Act of 1933, as amended (the "Securities Act") and any such holder that is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holders' business and such holders are not participating in, and have no arrangement with any person to participate in, the distribution of such Exchange Notes.

5. By tendering Outstanding Notes in the Exchange Offer, you represent and warrant that:

    a. the Exchange Notes acquired pursuant to the Exchange Offer are being obtained in the ordinary course of your business;

    b. you have no arrangement or understanding with any person to participate in the distribution of the Exchange Notes;

    c. you are not an "affiliate," as such term is defined under Rule 405 promulgated under the Securities Act, of the Company or any Guarantor;

    d. if you are not a broker-dealer, you are not engaged in, and do not intend to engage in, a distribution of the Exchange Notes;

    e. if you are a broker-dealer that will receive Exchange Notes for your own account in exchange for the Outstanding Notes, you acquired those Outstanding Notes that were acquired as result of market-making activities or other trading activities, you will deliver the Prospectus (or, to the extent permitted by law, make available the Prospectus) to purchasers in connection with any resale of such Exchange Notes; and

    f. any broker-dealer or holder using the Exchange Offer to participate in a distribution of Exchange Notes to be acquired in the Exchange Offer, (i) could not under Commission policy as in effect on the date of the Prospectus rely on the position of the Commission enunciated in Morgan Stanley and Co., Inc. (available June 5, 1991) and Exxon Capital Holdings Corporation (available May 13, 1988), as interpreted in the

Commission's letter to Shearman & Sterling dated July 2, 1993, and similar no-action letters, and (ii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction and that such a secondary resale transaction should be covered by an effective registration statement containing the selling security holder information required by Item 507 or 508, as applicable, of Regulation S-K if the resales are of Exchange Notes obtained by such holder in exchange for the Outstanding Notes acquired by such holder directly from the Company.

6. If you are a broker-dealer that will receive Exchange Notes for your own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities, you acknowledge by tendering Outstanding Notes in the Exchange Offer, that you will deliver a prospectus in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, you will not be deemed to admit that you are an "underwriter" within the meaning of the Securities Act.

7. Any of your obligations hereunder shall be binding upon your successors, assigns, executors, administrators, trustees in bankruptcy and legal and personal representatives.

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. Book-Entry Confirmations.

Any confirmation of a book-entry transfer to the Exchange Agent's account at DTC of Outstanding Notes tendered by book-entry transfer (a "Book-Entry Confirmation"), as well as an agent's message, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth herein prior to 5:00 P.M., New York City time, on the Expiration Date.

2. Partial Tenders.

Tenders of Outstanding Notes will be accepted only in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The entire principal amount of Outstanding Notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise communicated to the Exchange Agent. If the entire principal amount of all Outstanding Notes is not tendered, then Outstanding Notes for the principal amount of such Outstanding Notes not tendered and Exchange Notes issued in exchange for any Outstanding Notes accepted will be delivered to the holder via the facilities of DTC promptly after the Outstanding Notes are accepted for exchange.

3. Validity of Tenders.

The Company will determine in its sole discretion all questions as to the validity, form, eligibility, time of receipt, acceptance of tendered Outstanding Notes and withdrawal of tendered Outstanding Notes. The Company's determination will be final and binding. The Company reserves the absolute right to reject any Outstanding Notes not properly tendered or any Outstanding Notes the Company's acceptance of which might, in the opinion of counsel for the Company, be unlawful. The Company also reserves the absolute right to waive any defect, irregularities or conditions of tender as to particular Outstanding Notes. The Company's interpretation of the terms and conditions of the Exchange Offer (including the instructions on this Letter of Transmittal) will be final and binding on all parties. Unless waived, all defects or irregularities in connection with tenders of Outstanding Notes must be cured within such time as the Company shall determine. Although the Company intends to notify holders of defects or irregularities with respect to tenders of Outstanding Notes, neither the Company, the Exchange Agent, nor any other person will incur any liability for failure to give such notification. Tenders of Outstanding Notes will not be deemed made until such defects or irregularities have been cured or waived. Any Outstanding Notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering promptly following the Expiration Date.

Until , 2020 all dealers that effect transactions in the Exchange Notes, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters with respect to their unsold allotments or subscriptions.

Chesapeake Energy Corporation

Offer to Exchange
$45,861,000 of 8.00% Senior Notes due 2026
that have been registered under the Securities Act of 1933
for
$45,861,000 of 8.00% Senior Notes due 2026
that have not been registered under the Securities Act of 1933

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Chesapeake

Section 1031 of the Oklahoma General Corporation Act (the "OGCA"), under which Chesapeake is incorporated, permits, and in some circumstances requires, Chesapeake to indemnify its directors and officers. Article VIII of the Restated Certificate of Incorporation, as amended, of Chesapeake and Article VI of the Amended and Restated Bylaws of Chesapeake provide for indemnification of directors and officers under certain circumstances. As permitted by the OGCA and Chesapeake's Certificate of Incorporation and Bylaws, Chesapeake also maintains insurance on behalf of its directors and officers against liability arising out of their status as such. The foregoing indemnity provisions, together with director and officer insurance and Chesapeake's indemnification obligations under individual indemnity agreements with its directors and officers, may be sufficiently broad to indemnify such persons for liabilities under the Securities Act, as amended (the "Securities Act").

Chesapeake's Certificate of Incorporation and Bylaws require indemnification of each of Chesapeake's officers and directors against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with any action, suit or proceeding brought by reason of such person being or having been a director, officer, employee or agent of Chesapeake, or of any other corporation, partnership, joint venture, trust or other enterprise at the request of Chesapeake, other than an action by or in the right of Chesapeake. To be entitled to such indemnification, the individual must have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of Chesapeake, and with respect to any criminal action or proceeding, the person seeking indemnification had no reasonable cause to believe that the conduct was unlawful. Chesapeake's Certificate of Incorporation and Bylaws also require indemnification of each of Chesapeake's officers and directors against expenses, including attorneys' fees, actually and reasonably incurred in connection with the defense or settlement of any action or suit by or in the right of Chesapeake brought by reason of the person seeking indemnification being or having been a director, officer, employee or agent of Chesapeake, or any other corporation, partnership, joint venture, trust or other enterprise at the request of Chesapeake. To be entitled to such indemnification, the individual must have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of Chesapeake, except that no indemnification shall be made in respect of any claim, issue or matter as to which the individual shall have been adjudged to be liable to Chesapeake, unless and only to the extent that the court in which such action or suit was decided has determined, despite the adjudication of liability, that the person is fairly and reasonably entitled to indemnity for such expenses which the court deems proper.

Chesapeake has entered into indemnity agreements with each of its directors and executive officers. Under each indemnity agreement, Chesapeake will pay on behalf of the indemnitee, subject to certain exceptions, any amount which he is or becomes legally obligated to pay because of (a) any claim or claims from time to time threatened or made against him by any person because of any act or omission or neglect or breach of duty, including any actual or alleged error or misstatement or misleading statement, which he commits or suffers while acting in his capacity as a director and/or officer of Chesapeake or an affiliate or (b) being a party, or being threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer, director, employee or agent of Chesapeake or an affiliate or is or was serving at the request of Chesapeake as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The payments which Chesapeake would be obligated to make under an indemnification agreement could include damages, charges, judgments, fines, penalties, settlements and costs, cost of investigation and cost of defense of legal, equitable or criminal actions, claims or proceedings and appeals therefrom, and costs of attachment, supersedeas, bail, surety or other bonds. To the fullest extent permitted by law, Chesapeake will also advance any expenses of the indemnitee in any proceeding not initiated by the

indemnitee upon receipt of an undertaking to repay the advances if the indemnitee is ultimately determined not to qualify for indemnification.

Chesapeake's Certificate of Incorporation eliminates the personal liability of each director to Chesapeake and its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (b) for the payment of dividends or the redemption or purchase of stock in violation of Section 1053 of the OGCA, (c) for any breach of the director's duty of loyalty to Chesapeake or its shareholders, or (d) for any transactions from which such director derived an improper personal benefit.

Oklahoma Subsidiary Guarantors

Many of Chesapeake's subsidiary guarantors are Oklahoma limited liability companies (the "Oklahoma Limited Liability Company Subsidiary Guarantors"). Under their respective articles of organization, the Oklahoma Limited Liability Company Subsidiary Guarantors will generally indemnify their members, managers, officers and other representatives for expenses incurred in that capacity if they acted in good faith and in a way they reasonably believed to be in or not opposed to the best interests of the limited liability company. The Oklahoma Limited Liability Company Subsidiary Guarantors will not indemnify these individuals if they are found liable to the limited liability company, unless the court determines that they are fairly and reasonably entitled to indemnification despite the finding of liability.

A person's right to indemnification by the limited liability company is not exclusive, and the limited liability company may choose to indemnify or insure a person in circumstances beyond the rights provided in the articles of organization.

Each of the Oklahoma Limited Liability Company Subsidiary Guarantors' articles of organization eliminate the personal liability of each manager to the limited liability company and its members for monetary damages for actions taken, or failed to be taken, as a member of the board of managers, if the liability does not arise from (a) any breach of the manager's duty of loyalty to the limited liability company, (b) the manager's acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (c) any transactions from which the manager derived an improper personal benefit.

Chesapeake Louisiana, L.P. is a subsidiary guarantor and an Oklahoma limited partnership. Under its limited partnership agreement, Chesapeake Louisiana, L.P. will indemnify its general and limited partners if the partners have not breached the agreement and acted in good faith and in the partnership's business interests.

Chesapeake NG Ventures Corporation and Winter Moon Energy Corporation are subsidiary guarantors and Oklahoma corporations. Under their certificates of incorporation, they will indemnify and advance expenses to their directors, officers and other representatives to the fullest extent permitted by law.

Michigan Subsidiary Guarantors

Northern Michigan Exploration Company, L.L.C. is a subsidiary guarantor and a Michigan limited liability company. While Northern Michigan Exploration Company, L.L.C. has not directly indemnified its officers, Chesapeake has entered into indemnity agreements with each of the officers of Northern Michigan Exploration Company, L.L.C. Under each respective indemnity agreement, Chesapeake will indemnify the officers of Northern Michigan Exploration Company, L.L.C. against any amount which any such officer shall be determined legally obligated to pay, subject to certain exceptions but to the fullest extent permitted by applicable law. In addition, to the fullest extent permitted by law, Chesapeake will advance any expenses of any such officer incurred in any proceeding involving either Chesapeake or one of its subsidiaries not brought by such officer.

Delaware Subsidiary Guarantors

Sparks Drive SWD, Inc. is a subsidiary guarantor and a Delaware corporation. Under its bylaws, Sparks Drive SWD, Inc. may indemnify its directors, officers, employees and agents and those serving at their request if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to criminal matters, had no reasonable cause to believe the person's conduct was unlawful.

CHK Utica, L.L.C. is a subsidiary guarantor and a Delaware limited liability company. Under its limited liability company agreement, CHK Utica, L.L.C. may indemnify any officer, employee, agent or other person to the fullest extent permitted under the Delaware Limited Liability Company Act.

Texas Subsidiary Guarantors

CHK Energy Holdings, Inc. is a subsidiary guarantor and a Texas corporation. Under its bylaws, CHK Energy Holdings, Inc. may indemnify its directors, officers, employees and agents and those serving at their request if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to criminal matters, had no reasonable cause to believe the person's conduct was unlawful.

Empress Louisiana Properties, L.P. is a subsidiary guarantor and a Texas limited partnership. Under its partnership agreement, Empress Louisiana Properties, L.P. will indemnify it partners from liability with respect to any action that is not in violation of the partnership agreement and is performed in good faith in furtherance of the partnership's business interests.

Item 21. Exhibits and Financial Statement Schedules.

(a) Exhibits:

Reference is made to the Index to Exhibits preceding the signature pages hereto, which Index to Exhibits is hereby incorporated into this item.

(b) Financial Statement Schedules:

None.

Item 22. Undertakings.

Each undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement;

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, each undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(6) That, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(7) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, each registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment

by a registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(8) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this Form S-4, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(9) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

INDEX TO EXHIBITS

No.	Description
*3.1.1	Chesapeake's Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1.1 to the Company's annual report on Form 10-K (SEC File No. 001-13726) filed on February 27, 2019).
*3.1.2	Certificate of Designation of 5% Cumulative Convertible Preferred Stock (Series 2005B), as amended (incorporated by reference to Exhibit 3.1.4 to the Company's quarterly report on Form 10-Q (SEC File No. 001-13726) filed on November 10, 2008).
*3.1.3	Certificate of Designation of 4.5% Cumulative Convertible Preferred Stock, as amended (incorporated by reference to Exhibit 3.1.6 to the Company's quarterly report on Form 10-Q (SEC File No. 001-13726) filed on August 11, 2008).
*3.1.4	Certificate of Designation of 5.75% Cumulative Non-Voting Convertible Preferred Stock (Series A) (incorporated by reference to Exhibit 3.2 to the Company's Form 8-K (SEC File No. 001-13726) filed on May 20, 2010).
*3.1.5	Certificate of Designation of 5.75% Cumulative Non-Voting Convertible Preferred Stock, as amended (incorporated by reference to Exhibit 3.1.5 to the Company's quarterly report on Form 10-Q (SEC File No. 001-13726) filed on August 9, 2010).
*3.2	Chesapeake's Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2 to the Company's Form 8-K (SEC File No. 001-13726) filed on June 19, 2014).
*4.1	Indenture dated as of April 24, 2014, among Chesapeake Energy Corporation, the subsidiary guarantors named therein and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.1 to the Company's Form 8-K (SEC File No. 001-13726) filed on April 29, 2014).
*4.2	Tenth Supplemental indenture dated as of April 3, 2019 to indenture dated as of April 24, 2014 with respect to 8.00% Senior Notes due 2026 (incorporated by reference to Exhibit 4.2 to the Company's Form 8-K (SEC File No. 001-13726) filed on April 5, 2019).
*4.3	Form of 8.00% Senior Notes due 2026 (included as Exhibit A to Exhibit 4.2).
*4.4	Registration Rights Agreement dated as of April 3, 2019, among Chesapeake Energy Corporation, the subsidiary guarantors named therein and the dealer managers party thereto (incorporated by reference to Exhibit 4.4 to the Company's Form 8-K (SEC File No. 001-13726) filed on April 5, 2019).
5.1	Opinion of Baker Botts L.L.P. as to the legality of the securities being registered.
5.2	Opinion of Derrick & Briggs, LLP as to the legality of the securities being registered.
5.3	Opinion of Loomis, Ewert, Parsley, Davis & Gotting, P.C. as to the legality of the securities being registered.
23.1	Consent of PricewaterhouseCoopers LLP.
23.2	Consent of KPMG LLP
23.2	Consent of Baker Botts L.L.P. (included in Exhibit 5.1).
23.4	Consent of Derrick & Briggs, LLP (included in Exhibit 5.2).
23.5	Consent of Loomis, Ewert, Parsley, Davis & Gotting, P.C. (included in Exhibit 5.3).
23.6	Consent of Software Integrated Solutions, Division of Schlumberger Technology Corporation.
23.7	Consent of Cawley, Gillespie & Associates
24.1	Power of Attorney (set forth on the signature page contained in Part II of this Registration Statement).
25.1	Statement of Eligibility of Trustee on Form T-1.
99.1	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees.
99.2	Form of Broker's Letter to Clients.

* Previously filed.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City, State of Oklahoma, on January 10, 2020.

CHESAPEAKE ENERGY CORPORATION

By: /s/ ROBERT D. LAWLER

Robert D. Lawler

President and Chief Executive Officer

Each person whose signature appears below appoints Robert D. Lawler, Domenic J. Dell'Osso, Jr. and James R. Webb, and each of them severally, each of whom may act without joinder of the other, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendment) to this Registration Statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any or all of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons, in the capacities and on the date indicated.

Name	Title	Date
/s/ ROBERT D. LAWLER **Robert D. Lawler**	President and Chief Executive Officer and Director (Principal Executive Officer)	January 10, 2020
/s/ DOMENIC J. DELL'OSSO, JR. **Domenic J. Dell'Osso, Jr.**	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	January 10, 2020
/s/ WILLIAM M. BUERGLER **William M. Buergler**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	January 10, 2020
/s/ R. BRAD MARTIN **R. Brad Martin**	Chairman of the Board	January 10, 2020
/s/ GLORIA R. BOYLAND **Gloria R. Boyland**	Director	January 10, 2020
/s/ LUKE R. CORBETT **Luke R. Corbett**	Director	January 10, 2020
/s/ MARK A. EDMUNDS **Mark A. Edmunds**	Director	January 10, 2020
/s/ LESLIE S. KEATING **Leslie S. Keating**	Director	January 10, 2020
/s/ MERRILL A. MILLER, JR. **Merrill A. Miller, Jr.**	Director	January 10, 2020
/s/ THOMAS L. RYAN **Thomas L. Ryan**	Director	January 10, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant below (each a "Corporation") has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City, State of Oklahoma on January 10, 2020.

CHESAPEAKE NG VENTURES CORPORATION
CHK ENERGY HOLDINGS, INC.
SPARKS DRIVE SWD, INC.
WINTER MOON ENERGY CORPORATION

By: /s/ DOMENIC J. DELL'OSSO, JR.

Domenic J. Dell'Osso, Jr.

Executive Vice President and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Robert D. Lawler, Domenic J. Dell'Osso, Jr. and James R. Webb, and each of them, either one of whom may act without joinder of the other, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all pre- and post-effective amendments to this Registration Statement (including any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any or all of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons, in the capacities and on the date indicated.

CHESAPEAKE ENERGY CORPORATION

Name	Title	Date
/s/ ROBERT D. LAWLER **Robert D. Lawler**	Chief Executive Officer and Director (Principal Executive Officer)	January 10, 2020
/s/ DOMENIC J. DELL'OSSO, JR. **Domenic J. Dell'Osso, Jr.**	Executive Vice President, Chief Financial Officer (Principal Financial Officer) and Director of each Corporation	January 10, 2020
/s/ WILLIAM M. BUERGLER **William M. Buergler**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	January 10, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant below (each a "CE LLC") has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City, State of Oklahoma on January 10, 2020.

CHESAPEAKE AEZ EXPLORATION, L.L.C.
CHESAPEAKE-CLEMENTS ACQUISITION, L.L.C.
CHK UTICA, L.L.C.

By: /s/ DOMENIC J. DELL'OSSO, JR.
Domenic J. Dell'Osso, Jr.
Executive Vice President and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Robert D. Lawler, Domenic J. Dell'Osso, Jr. and James R. Webb, and each of them, either one of whom may act without joinder of the other, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all pre- and post-effective amendments to this Registration Statement (including any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any or all of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons, in the capacities and on the date indicated.

Name	Title	Date
/s/ ROBERT D. LAWLER **Robert D. Lawler**	Chief Executive Officer (Principal Executive Officer) of Chesapeake E&P Holding, L.L.C., the Sole Manager of Chesapeake Exploration, L.L.C., the Sole Manager of each CE LLC	January 10, 2020
/s/ DOMENIC J. DELL'OSSO, JR. **Domenic J. Dell'Osso, Jr.**	Executive Vice President and Chief Financial Officer (Principal Financial Officer) and Director of Chesapeake E&P Holding, L.L.C., the Sole Manager of Chesapeake Exploration, L.L.C., the Sole Manager of each CE LLC	January 10, 2020
/s/ WILLIAM M. BUERGLER **William M. Buergler**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	January 10, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant below (each a "COI LLC") has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City, State of Oklahoma on January 10, 2020.

CHESAPEAKE LAND DEVELOPMENT COMPANY, L.L.C.
CHESAPEAKE MIDSTREAM DEVELOPMENT, L.L.C.
CHESAPEAKE VRT, L.L.C.
COMPASS MANUFACTURING, L.L.C.
NOMAC SERVICES, L.L.C.
NORTHERN MICHIGAN EXPLORATION COMPANY, L.L.C.

By: /s/ DOMENIC J. DELL'OSSO, JR.

Domenic J. Dell'Osso, Jr.

Executive Vice President and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Robert D. Lawler, Domenic J. Dell'Osso, Jr. and James R. Webb, and each of them, either one of whom may act without joinder of the other, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all pre- and post-effective amendments to this Registration Statement (including any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any or all of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons, in the capacities and on the date indicated.

Name	Title	Date
/s/ ROBERT D. LAWLER **Robert D. Lawler**	President and Chief Executive Officer (Principal Executive Officer) of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the Sole Manager of each COI LLC	January 10, 2020
/s/ DOMENIC J. DELL'OSSO, JR. **Domenic J. Dell'Osso, Jr.**	Executive Vice President and Chief Financial Officer (Principal Financial Officer) of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the Sole Manager of each COI LLC	January 10, 2020
/s/ WILLIAM M. BUERGLER **William M. Buergler**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	January 10, 2020
/s/ R. BRAD MARTIN **R. Brad Martin**	Chairman of the Board of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the Sole Manager of each COI LLC	January 10, 2020
/s/GLORIA R. BOYLAND **Gloria R. Boyland**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the Sole Manager of each COI LLC	January 10, 2020
/s/ LUKE R. CORBETT **Luke R. Corbett**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the Sole Manager of each COI LLC	January 10, 2020
/s/ MARK A. EDMUNDS **Mark A. Edmunds**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the Sole Manager of each COI LLC	January 10, 2020
/s/ LESLIE S. KEATING **Leslie S. Keating**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the Sole Manager of each COI LLC	January 10, 2020
/s/ MERRILL A MILLER, JR. **Merrill A. Miller, Jr.**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the Sole Manager of each COI LLC	January 10, 2020
/s/ THOMAS L. RYAN **Thomas L. Ryan**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the Sole Manager of each COI LLC	January 10, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant below (each a "CHK LLC") has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City, State of Oklahoma on January 10, 2020.

CHESAPEAKE APPALACHIA, L.L.C.
CHESAPEAKE E&P HOLDING, L.L.C.
CHESAPEAKE ENERGY LOUISIANA, LLC
CHESAPEAKE ENERGY MARKETING, L.L.C.
CHESAPEAKE OPERATING, L.L.C.

By: /s/ DOMENIC J. DELL'OSSO, JR.

Domenic J. Dell'Osso, Jr.

Executive Vice President and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Robert D. Lawler, Domenic J. Dell'Osso, Jr. and James R. Webb, and each of them, either one of whom may act without joinder of the other, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all pre- and post-effective amendments to this Registration Statement (including any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any or all of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons, in the capacities and on the date indicated.

Name	Title	Date
/s/ ROBERT D. LAWLER **Robert D. Lawler**	President and Chief Executive Officer (Principal Executive Officer) of Chesapeake Energy Corporation, the Sole Manager of each CHK LLC	January 10, 2020
/s/ DOMENIC J. DELL'OSSO, JR. **Domenic J. Dell'Osso, Jr.**	Executive Vice President and Chief Financial Officer (Principal Financial Officer) of Chesapeake Energy Corporation, the Sole Manager of each CHK LLC	January 10, 2020
/s/ WILLIAM M. BUERGLER **William M. Buergler**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	January 10, 2020
/s/ R. BRAD MARTIN **R. Brad Martin**	Chairman of the Board of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Energy Corporation, the Sole Manager of each CHK LLC	January 10, 2020
/s/ GLORIA R. BOYLAND **Gloria R. Boyland**	Director of Chesapeake Energy Corporation, the Sole Manager of each CHK LLC	January 10, 2020
/s/ LUKE R. CORBETT **Luke R. Corbett**	Director of Chesapeake Energy Corporation, the Sole Manager of each CHK LLC	January 10, 2020
/s/ MARK A. EDMUNDS **Mark A. Edmunds**	Director of Chesapeake Energy Corporation, the Sole Manager of each CHK LLC	January 10, 2020
/s/ LESLIE S. KEATING **Leslie S. Keating**	Director of Chesapeake Energy Corporation, the Sole Manager of each CHK LLC	January 10, 2020
/s/ MERRILL A. MILLER, JR. **Merrill A. Miller, Jr.**	Director of Chesapeake Energy Corporation, the Sole Manager of each CHK LLC	January 10, 2020
/s/ THOMAS L. RYAN **Thomas L. Ryan**	Director of Chesapeake Energy Corporation, the Sole Manager of each CHK LLC	January 10, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant below (each an "E&P LLC") has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City, State of Oklahoma on January 10, 2020.

CHESAPEAKE EXPLORATION, L.L.C.
CHESAPEAKE ROYALTY, L.L.C.
MC MINERAL COMPANY, L.L.C.

By: /s/ DOMENIC J. DELL'OSSO, JR.
Domenic J. Dell'Osso, Jr.
Executive Vice President and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Robert D. Lawler, Domenic J. Dell'Osso, Jr. and James R. Webb, and each of them, either one of whom may act without joinder of the other, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all pre- and post-effective amendments to this Registration Statement (including any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any or all of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons, in the capacities and on the date indicated.

Name	Title	Date
/s/ ROBERT D. LAWLER **Robert D. Lawler**	Chief Executive Officer (Principal Executive Officer) of Chesapeake E&P Holding, L.L.C., the Sole Manager of each E&P LLC	January 10, 2020
/s/ DOMENIC J. DELL'OSSO, JR. **Domenic J. Dell'Osso, Jr.**	Executive Vice President and Chief Financial Officer (Principal Financial Officer) and Director of Chesapeake E&P Holding, L.L.C., the Sole Manager of each E&P LLC	January 10, 2020
/s/ WILLIAM M. BUERGLER **William M. Buergler**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	January 10, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant below (each a "CELC LLC") has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City, State of Oklahoma on January 10, 2020.

EMPRESS, L.L.C.
GSF, L.L.C.
MC LOUISIANA MINERALS, L.L.C.

By: /s/ DOMENIC J. DELL'OSSO, JR.
Domenic J. Dell'Osso, Jr.
Executive Vice President and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Robert D. Lawler, Domenic J. Dell'Osso, Jr. and James R. Webb, and each of them, either one of whom may act without joinder of the other, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all pre- and post-effective amendments to this Registration Statement (including any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any or all of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons, in the capacities and on the date indicated.

Name	Title	Date
/s/ ROBERT D. LAWLER **Robert D. Lawler**	Chief Executive Officer (Principal Executive Officer) of Chesapeake Energy Louisiana, LLC, the Sole Manager of each CELC LLC	January 10, 2020
/s/ DOMENIC J. DELL'OSSO, JR. **Domenic J. Dell'Osso, Jr.**	Executive Vice President and Chief Financial Officer (Principal Financial Officer) and Director of Chesapeake Energy Louisiana, LLC, the Sole Manager of each CELC LLC	January 10, 2020
/s/ WILLIAM M. BUERGLER **William M. Buergler**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	January 10, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City, State of Oklahoma on January 10, 2020.

MIDCON COMPRESSION, L.L.C.

By: /s/ DOMENIC J. DELL'OSSO, JR.

Domenic J. Dell'Osso, Jr.

Executive Vice President and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Robert D. Lawler, Domenic J. Dell'Osso, Jr. and James R. Webb, and each of them, either one of whom may act without joinder of the other, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all pre- and post-effective amendments to this Registration Statement (including any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any or all of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons, in the capacities and on the date indicated.

Name	Title	Date
/s/ ROBERT D. LAWLER **Robert D. Lawler**	President and Chief Executive Officer (Principal Executive Officer) of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Energy Marketing, L.L.C., the Sole Manager of MidCon Compression, L.L.C.	January 10, 2020
/s/ DOMENIC J. DELL'OSSO, JR. **Domenic J. Dell'Osso, Jr.**	Executive Vice President and Chief Financial Officer (Principal Financial Officer) of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Energy Marketing, L.L.C., the Sole Manager of MidCon Compression, L.L.C.	January 10, 2020
/s/ WILLIAM M. BUERGLER **William M. Buergler**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	January 10, 2020
/s/ R. BRAD MARTIN **R. Brad Martin**	Chairman of the Board of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Energy Marketing, L.L.C., the Sole Manager of MidCon Compression, L.L.C.	January 10, 2020
/s/ GLORIA R. BOYLAND **Gloria R. Boyland**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Energy Marketing, L.L.C., the Sole Manager of MidCon Compression, L.L.C.	January 10, 2020
/s/ LUKE R. CORBETT **Luke R. Corbett**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Energy Marketing, L.L.C., the Sole Manager of MidCon Compression, L.L.C.	January 10, 2020
/s/ MARK A. EDMUNDS **Mark A. Edmunds**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Energy Marketing, L.L.C., the Sole Manager of MidCon Compression, L.L.C.	January 10, 2020
/s/ LESLIE S. KEATING **Leslie S. Keating**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Energy Marketing, L.L.C., the Sole Manager of MidCon Compression, L.L.C.	January 10, 2020
/s/ MERRILL A. MILLER, JR. **Merrill A. Miller, Jr.**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Energy Marketing, L.L.C., the Sole Manager of MidCon Compression, L.L.C.	January 10, 2020
/s/ THOMAS L. RYAN **Thomas L. Ryan**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Energy Marketing, L.L.C., the Sole Manager of MidCon Compression, L.L.C.	January 10, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City, State of Oklahoma on January 10, 2020.

CHESAPEAKE LOUISIANA, L.P.

By: Chesapeake Operating, L.L.C.,
its General Partner

By: /s/ DOMENIC J. DELL'OSSO, JR.

Domenic J. Dell'Osso, Jr.

Executive Vice President and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Robert D. Lawler, Domenic J. Dell'Osso, Jr. and James R. Webb, and each of them, either one of whom may act without joinder of the other, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all pre- and post-effective amendments to this Registration Statement (including any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any or all of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons, in the capacities and on the date indicated.

Name	Title	Date
/s/ ROBERT D. LAWLER **Robert D. Lawler**	President and Chief Executive Officer (Principal Executive Officer) of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P.	January 10, 2020
/s/ DOMENIC J. DELL'OSSO, JR. **Domenic J. Dell'Osso, Jr.**	Executive Vice President and Chief Financial Officer (Principal Financial Officer) of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P.	January 10, 2020
/s/ WILLIAM M. BUERGLER **William M. Buergler**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	January 10, 2020
/s/ R. BRAD MARTIN **R. Brad Martin**	Chairman of the Board of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P.	January 10, 2020
/s/ GLORIA R. BOYLAND **Gloria R. Boyland**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P.	January 10, 2020
/s/ LUKE R. CORBETT **Luke R. Corbett**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P.	January 10, 2020
/s/ MARK A. EDMUNDS **Mark A. Edmunds**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P.	January 10, 2020
/s/ LESLIE S. KEATING **Leslie S. Keating**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P.	January 10, 2020
/s/ MERRILL A. MILLER, JR. **Merrill A. Miller, Jr.**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P.	January 10, 2020
/s/ THOMAS L. RYAN **Thomas L. Ryan**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P.	January 10, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City, State of Oklahoma on January 10, 2020.

CHESAPEAKE PLAINS, LLC

By: /s/ DOMENIC J. DELL'OSSO, JR.

Domenic J. Dell'Osso, Jr.

Executive Vice President and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Robert D. Lawler, Domenic J. Dell'Osso, Jr. and James R. Webb, and each of them, either one of whom may act without joinder of the other, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all pre- and post-effective amendments to this Registration Statement (including any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any or all of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons, in the capacities and on the date indicated.

Name	Title	Date
/s/ ROBERT D. LAWLER **Robert D. Lawler**	President and Chief Executive Officer (Principal Executive Officer) of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P., the Sole Manager of Chesapeake Plains, LLC	January 10, 2020
/s/ DOMENIC J. DELL'OSSO, JR. **Domenic J. Dell'Osso, Jr.**	Executive Vice President and Chief Financial Officer (Principal Financial Officer) of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P. , the Sole Manager of Chesapeake Plains, LLC	January 10, 2020
/s/ WILLIAM M. BUERGLER **William M. Buergler**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	January 10, 2020
/s/ R. BRAD MARTIN **R. Brad Martin**	Chairman of the Board of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P. , the Sole Manager of Chesapeake Plains, LLC	January 10, 2020
/s/ GLORIA R. BOYLAND **Gloria R. Boyland**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P. , the Sole Manager of Chesapeake Plains, LLC	January 10, 2020
/s/ LUKE R. CORBETT **Luke R. Corbett**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P. , the Sole Manager of Chesapeake Plains, LLC	January 10, 2020
/s/ MARK A. EDMUNDS **Mark A. Edmunds**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P. , the Sole Manager of Chesapeake Plains, LLC	January 10, 2020
/s/ LESLIE S. KEATING **Leslie S. Keating**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P. , the Sole Manager of Chesapeake Plains, LLC	January 10, 2020
/s/ MERRILL A. MILLER, JR. **Merrill A. Miller, Jr.**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P. , the Sole Manager of Chesapeake Plains, LLC	January 10, 2020
/s/ THOMAS L. RYAN **Thomas L. Ryan**	Director of Chesapeake Energy Corporation, the Sole Manager of Chesapeake Operating, L.L.C., the General Partner of Chesapeake Louisiana, L.P. , the Sole Manager of Chesapeake Plains, LLC	January 10, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City, State of Oklahoma on January 10, 2020.

EMPRESS LOUISIANA PROPERTIES, L.P.

By: /s/ DOMENIC J. DELL'OSSO, JR.
Domenic J. Dell'Osso, Jr.
Executive Vice President and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Robert D. Lawler, Domenic J. Dell'Osso, Jr. and James R. Webb, and each of them, either one of whom may act without joinder of the other, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all pre- and post-effective amendments to this Registration Statement (including any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any or all of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons, in the capacities and on the date indicated.

Name	Title	Date
/s/ ROBERT D. LAWLER **Robert D. Lawler**	Chief Executive Officer (Principal Executive Officer) of Chesapeake Energy Louisiana, LLC, the Sole Manager of Empress, L.L.C., the Sole Manager of EMLP, L.L.C., the General Partner of Empress Louisiana Properties, L.P.	January 10, 2020
/s/ DOMENIC J. DELL'OSSO, JR. **Domenic J. Dell'Osso, Jr.**	Executive Vice President and Chief Financial Officer (Principal Financial Officer) and Director of Chesapeake Energy Louisiana, LLC, the Sole Manager of Empress, L.L.C., the Sole Manager of EMLP, L.L.C., the General Partner of Empress Louisiana Properties, L.P.	January 10, 2020
/s/ WILLIAM M. BUERGLER **William M. Buergler**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	January 10, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City, State of Oklahoma on January 10, 2020.

EMLP, L.L.C.

By: /s/ DOMENIC J. DELL'OSSO, JR.
Domenic J. Dell'Osso, Jr.
Executive Vice President and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Robert D. Lawler, Domenic J. Dell'Osso, Jr. and James R. Webb, and each of them, either one of whom may act without joinder of the other, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all pre- and post-effective amendments to this Registration Statement (including any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any or all of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons, in the capacities and on the date indicated.

Name	Title	Date
/s/ ROBERT D. LAWLER **Robert D. Lawler**	Chief Executive Officer (Principal Executive Officer) of Chesapeake Energy Louisiana, LLC, the Sole Manager of Empress, L.L.C., the Sole Manager of EMLP, L.L.C.	January 10, 2020
/s/ DOMENIC J. DELL'OSSO, JR. **Domenic J. Dell'Osso, Jr.**	Executive Vice President and Chief Financial Officer (Principal Financial Officer) and Director of Chesapeake E&P Holding, L.L.C., the Sole Manager of Chesapeake Exploration, L.L.C., the Sole Manager of each CE LLC	January 10, 2020
/s/ WILLIAM M. BUERGLER **William M. Buergler**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	January 10, 2020

Exhibit 5.1

BAKER BOTTS L.L.P.

910 LOUISIANA
HOUSTON, TEXAS
77002-4995

TEL +1 713.229.1234
FAX +1 713.229.1522
BakerBotts.com

AUSTIN
BEIJING
BRUSSELS
DALLAS
DUBAI
HONG KONG
HOUSTON
LONDON
MOSCOW
NEW YORK
PALO ALTO
RIYADH
SAN FRANCISCO
WASHINGTON

January 10, 2020

Chesapeake Energy Corporation
6100 North Western Avenue
Oklahoma City, Oklahoma 73118

Ladies and Gentlemen:

As set forth in the Registration Statement on Form S-4 (the "Registration Statement") to be filed by Chesapeake Energy Corporation, an Oklahoma corporation (the "Company"), and the subsidiary guarantors named in Schedule I hereto (the "Subsidiary Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the registration under the Act of (i) $45,861,000 aggregate principal amount of the Company's 8.00% Senior Notes due 2026 (the "Exchange Notes") to be offered by the Company in exchange (the "Exchange Offer") for a like principal amount of the Company's issued and outstanding 8.00% Senior Notes due 2026 (the "Outstanding Notes") and (ii) the guarantees (the "Guarantees") of the Subsidiary Guarantors of the Exchange Notes, certain legal matters in connection with the Exchange Notes and the Guarantees are being passed upon for you by us. At your request, this opinion is being furnished to you for filing as Exhibit 5.1 to the Registration Statement.

The Exchange Notes are to be issued under an Indenture, dated as of April 24, 2014 (the "Base Indenture"), between the Company and Deutsche Bank Trust Company Americas, as Trustee, as supplemented by the Tenth Supplemental Indenture, dated as of April 3, 2019 (the "Tenth Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), establishing the terms of the Outstanding Notes and the Exchange Notes, and a Company Order delivered pursuant to the Indenture and dated as of the closing of the Exchange Offer (the "Exchange Note Company Order").

In our capacity as your counsel in the connection referred to above, we have examined originals, or copies certified or otherwise identified, of (i) the Registration Statement, the Base Indenture and the Tenth Supplemental Indenture, (ii) a form of the Exchange Notes Company Order, (iii) the Restated Certificate of Incorporation of the Company and the Amended and Restated Bylaws of the Company, each as amended to date, (iv) the certificates of incorporation or formation, as the case may be, and bylaws, limited liability company, limited partnership or operating agreements or other organizational documents, as the case may be, of each Subsidiary Guarantor, (v) corporate, limited liability company or limited partnership, as applicable, records of the Company and the Subsidiary Guarantors and (vi) certificates of public officials and of representatives of the Company, statutes and other instruments and documents as a basis for the opinions hereinafter expressed.

In giving the opinions set forth below, we have relied, to the extent we deemed proper, without independent investigation or verification, upon (i) the opinions of other counsel

to the Company and the Subsidiary Guarantors included as exhibits to the Registration Statement and (ii) certificates, statements and other representations of officers and other representatives of the Company and of governmental and public officials with respect to the accuracy and completeness of the factual matters contained therein or covered thereby. In making our examination, we have assumed that all signatures on documents examined by us are genuine, all documents submitted to us as originals are authentic and complete, all documents submitted to us as certified copies are true and correct copies of the originals of such documents and such original copies are authentic and complete.

In connection with this opinion, we also have assumed that:

(i) the Indenture and the Guarantees have been duly authorized, executed and delivered by the Trustee;

(ii) the Registration Statement and any amendments thereto (including post-effective amendments) will have become effective under the Act, and the Base Indenture will have been qualified under the Trust Indenture Act of 1939, as amended; and

(iii) the Exchange Notes will have been duly executed by the Company and the Trustee, authenticated by the Trustee and delivered in accordance with the provisions of the Indenture and issued in exchange for the Outstanding Notes pursuant to, and in accordance with the terms of, the Exchange Offer as contemplated in the Registration Statement.

On the basis of the foregoing, and subject to the limitations, qualifications and assumptions set forth herein, we are of the opinion that:

1. The Exchange Notes, when issued, will constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except to the extent that the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer or other similar laws relating to or affecting creditors' rights and remedies generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and comity, (iii) public policy applicable law relating to fiduciary duties and indemnification and contribution or (iv) any implied covenants of good faith and fair dealing.

2. The Guarantees, when issued, will constitute the legal, valid and binding obligations of the Subsidiary Guarantors, enforceable against the Subsidiary Guarantors in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer or other similar laws relating to or affecting creditors' rights and remedies generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and comity, (iii) public policy applicable law relating to fiduciary duties and indemnification and contribution or (iv) any implied covenants of good faith and fair dealing.

The opinions set forth above are limited in all respects to matters of the contract law of the State of New York, the General Corporation Law of the State of Delaware, the Delaware Limited Liability Company Act, the Texas Business Organizations Code and the federal laws or regulations of the United States of America, each as published and in effect on the date hereof, and we express no opinion as to the law of any other jurisdiction.

We hereby consent to the filing of this opinion of counsel with the Commission as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our Firm under the heading “Legal Matters” in the prospectus forming a part of the Registration Statement. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Baker Botts L.L.P.

SCHEDULE I

SUBSIDIARY GUARANTORS

Name	Jurisdiction of Incorporation/Organization
Chesapeake AEZ Exploration, L.L.C.	Oklahoma
Chesapeake Appalachia, L.L.C.	Oklahoma
Chesapeake-Clements Acquisition, L.L.C.	Oklahoma
Chesapeake E&P Holding, L.L.C.	Oklahoma
Chesapeake Energy Louisiana, LLC	Oklahoma
Chesapeake Energy Marketing, L.L.C.	Oklahoma
Chesapeake Exploration, L.L.C.	Oklahoma
Chesapeake Land Development Company, L.L.C.	Oklahoma
Chesapeake Louisiana, L.P.	Oklahoma
Chesapeake Midstream Development, L.L.C.	Oklahoma
Chesapeake NG Ventures Corporation	Oklahoma
Chesapeake Operating, L.L.C.	Oklahoma
Chesapeake Plains, LLC	Oklahoma
Chesapeake Royalty, L.L.C.	Oklahoma
Chesapeake VRT, L.L.C.	Oklahoma
Compass Manufacturing, L.L.C.	Oklahoma
EMLP, L.L.C.	Oklahoma
Empress, L.L.C.	Oklahoma
GSF, L.L.C.	Oklahoma
MC Louisiana Minerals, L.L.C.	Oklahoma
MC Mineral Company, L.L.C.	Oklahoma
MidCon Compression, L.L.C.	Oklahoma
Nomac Services, L.L.C.	Oklahoma
Winter Moon Energy Corporation	Oklahoma
Northern Michigan Exploration Company, L.L.C.	Michigan
CHK Utica, L.L.C.	Delaware
Sparks Drive SWD, Inc.	Delaware
CHK Energy Holdings, Inc.	Texas
Empress Louisiana Properties, L.P.	Texas

Exhibit 5.2

DERRICK & BRIGGS, LLP
A PROFESSIONAL PARTNERSHIP
ATTORNEYS AND COUNSELORS AT LAW
BANKFIRST TOWER. SUITE 2700
100 NORTH BROADWAY AVENUE
GARY W. DERRICK OKLAHOMA CITY, OKLAHOMA 73102 M. COURTNEY BRIGGS

January 10, 2020

Chesapeake Energy Corporation
6100 North Western Avenue
Oklahoma City, Oklahoma 73118

Re: Chesapeake Energy Corporation
Registration Statement on Form S-4

Ladies and Gentlemen:

We serve as Oklahoma counsel to Chesapeake Energy Corporation, an Oklahoma corporation *("Issuer")*, and the direct or indirect wholly-owned subsidiaries of the Issuer domiciled in Oklahoma, which are listed on the attached Exhibit A (the *"Covered Guarantors"* and together with the Issuer, each a *"Company"*, and collectively, the *"Companies")* in connection with the registration statement on Form S-4 (the *"Registration Statement")*, including the prospectus contained therein (the *"Prospectus")*, dated as of this date and filed with the Securities and Exchange Commission (the *"Commission")* under the Securities Act of 1933, as amended (the *"Securities Act")*. The Registration Statement relates to the proposed issuance and exchange (the *"Exchange Offer")* of up to $45,861,000 aggregate principal amount of 8.00% Senior Notes due 2026 (the *"Exchange Notes")* for an equal principal amount of the Issuer's outstanding and unregistered 8.00% Senior Notes due 2026 (the *"Outstanding Notes")*.

The Companies are proposing the Exchange Offer in accordance with the terms of certain Registration Rights Agreements with respect to the Outstanding Notes and to which Issuer, the Covered Guarantors and other subsidiary guarantors (such other subsidiary guarantors, collectively with the Covered Guarantors, the *"Subsidiary Guarantors")*, are parties.

The Exchange Notes are to be issued under an Indenture, dated as of April 24, 2014 (the *"Base Indenture")*, between the Issuer and Deutsche Bank Trust Company Americas, as Trustee, as supplemented by the Tenth Supplemental Indenture, dated as of April 3, 2019 (together with the Base Indenture, the *"Indenture")*, establishing the terms of the Outstanding Notes and the Exchange Notes.

The Outstanding Notes are, and the Exchange Notes will be, guaranteed (each, a *"Subsidiary Guarantee")* on a joint and several basis by each of the Subsidiary Guarantors as set forth in the applicable Indenture.

In preparing this Opinion Letter, we have examined (i) the certificate of incorporation, bylaws, articles of organization, operating agreement, certificate of limited partnership, partnership agreement or similar organic document (the *"Organizational Documents")* of each Company, (ii) the Registration Statement, including the Prospectus and the exhibits, (iii) the Indenture, the form of the Exchange Notes and the form of the Subsidiary Guarantees, and (iv) originals or copies certified or otherwise identified to our satisfaction of such other instruments and other certificates of public officials and of officers and representatives of each Company as we have deemed appropriate as a basis for our opinions. The Indenture, the form of the Exchange Notes and the form of the Subsidiary Guarantees are referred to as the *"Transaction Documents"*.

We have assumed: (i) the genuineness of any signatures on all documents we have reviewed; (ii) the legal capacity of natural persons who have executed all documents we have reviewed; (iii) the authority of each individual to sign in its representative capacity (other than on behalf of any Company) any document reviewed by us; (iv) the authenticity of all documents submitted to us as originals; (v) the conformity to originals of all documents submitted as copies and the authenticity of the originals of such copies; (vi) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments and certificates we have reviewed and relied upon; (vii) the accuracy, completeness and authenticity of certificates of public officials; and (viii) the Registration Statement and the Organizational Documents of the Companies, each as amended to this date, will not be amended after this date in a manner that would affect the validity of our opinions. We have relied upon a certificate and other assurances of officers of the Companies as to factual matters without having independently verified those factual matters.

We have further assumed that:

(i) The Transaction Documents have been validly authorized, executed and delivered by, and are enforceable against, those parties other than the Companies;

(ii) The Registration Statement will have become effective under the Securities Act and complies with applicable law;

(iii) The Exchange Notes have been duly executed, authenticated, issued and delivered by Issuer in accordance with the Indenture, against receipt of the Outstanding Notes surrendered in exchange;

(iv) The Exchange Notes are issued and sold, and the Outstanding Notes are exchanged, in compliance with Federal and state securities laws and in the manner described in the Prospectus;

(v) The Base Indenture will have been duly qualified under the Trust Indenture Act of 1939, as amended; and

(vi) Our opinions are understood to be limited by (A) bankruptcy, insolvency, reorganization, fraudulent transfer and fraudulent conveyance, voidable preference, moratorium or other similar laws, and related regulations and judicial doctrines relating to or affecting creditors' rights and remedies generally, and (B) general equitable principles and public policy considerations, whether such principles and considerations are considered in a proceeding at law or in equity.

We are providing this Opinion Letter to fulfill the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

Our opinions do not include any implied opinion unless such implied opinion is both essential to the legal conclusion reached by the express opinions set forth above and based upon prevailing norms and expectations reasonably applied among experienced lawyers in the State of Oklahoma. Our opinions are limited to matters governed by the laws of the State of Oklahoma that an experienced Oklahoma lawyer exercising customary professional diligence would reasonably be expected to recognize as applicable to the Companies, the Transaction Documents or the transactions governed by the Transaction Documents. The applicable laws do not include specialized or local laws, rules or regulations that are not applied customarily in opinion practice without express direction. We note that the Issuer and the Covered Guarantors are formed under the laws of the State of Oklahoma. Certain Subsidiary Guarantors are formed under the laws of other jurisdictions, and our opinions do not cover these Subsidiary Guarantors.

Based upon the foregoing and on such legal considerations as we deem relevant, and subject to the assumptions, limitations and qualifications set forth in this Opinion Letter and in reliance on the statements of fact contained in the documents we have examined, we are of the opinion that:

1. The Issuer (a) is validly existing as a corporation under the laws of the State of Oklahoma, (b) is in good standing under such laws, (c) has the corporate power and authority under such laws to issue the Exchange Notes and to execute and deliver, and incur and perform all its obligations under, the Indenture, and (d) has duly authorized the issuance of the Exchange Notes.

2. Each Covered Guarantor (a) is validly existing as a corporation, limited liability company or limited partnership, as indicated in Exhibit A, under the laws of the State of Oklahoma, (b) is in good standing under such laws, (c) has the corporate, limited liability company or limited partnership power and authority under such laws to issue the Subsidiary Guarantees under the guarantee provisions of the Indenture, and (d) has duly authorized the issuance of the Subsidiary Guarantees.

We hereby consent to the reference to our firm under the caption "Legal Matters" in the Prospectus and to the filing of this Opinion Letter as an exhibit to the Registration Statement. In giving this consent, we do not admit that we are within the category of

persons whose consent is required under Section 7 of the Securities Act or the applicable rules and regulations of the Commission.

Very truly yours,

/s/ Derrick & Briggs, LLP

Exhibit A
List of Covered Guarantors

Name	Entity Type
Chesapeake AEZ Exploration, L.L.C.	limited liability company
Chesapeake Appalachia, L.L.C.	limited liability company
Chesapeake E&P Holding, L.L.C.	limited liability company
Chesapeake Energy Louisiana, LLC	corporation
Chesapeake Energy Marketing, L.L.C.	limited liability company
Chesapeake Exploration, L.L.C.	limited liability company
Chesapeake Land Development Company, L.L.C.	limited liability company
Chesapeake Louisiana, L.P.	limited partnership
Chesapeake Midstream Development, L.L.C.	limited liability company
Chesapeake NG Ventures Corporation	corporation
Chesapeake Operating, L.L.C.	limited liability company
Chesapeake Plains, LLC	limited liability company
Chesapeake Royalty, L.L.C.	limited liability company
Chesapeake VRT, L.L.C.	limited liability company
Chesapeake-Clements Acquisition, L.L.C.	limited liability company
Compass Manufacturing, L.L.C.	limited liability company
EMLP, L.L.C.	limited liability company
Empress, L.L.C.	limited liability company
GSF, L.L.C.	limited liability company
MC Louisiana Minerals, L.L.C.	limited liability company
MC Mineral Company, L.L.C.	limited liability company
MidCon Compression, L.L.C.	limited liability company
Nomac Services, L.L.C.	limited liability company
Winter Moon Energy Corporation	corporation

Exhibit 5.3

LOOMIS

LOOMIS, EWERT, PARSLEY, DAVIS & GOTTING P.C.

ATTORNEYS AT LAW

January 10, 2020

Chesapeake Energy Corporation
6100 North Western Avenue
Oklahoma City, Oklahoma 73118

Re: Chesapeake Energy Corporation
Registration Statement on Form S-4

Ladies and Gentlemen:

We serve as Michigan counsel to Northern Michigan Exploration Company, L.L.C., a Michigan limited liability company (the "*Covered Guarantor*"), in connection with the registration statement on Form S-4 (the "*Registration Statement*") of Chesapeake Energy Corporation, an Oklahoma corporation ("*Issuer*"), dated as of this date and filed with the Securities and Exchange Commission (the "*Commission*") under the Securities Act of 1933, as amended (the "*Securities Act*"), relating to (i) the registration under the Securities Act of $45,861,000 aggregate principal amount of the Issuer's 8.00% Senior Notes due 2026 (the "*Exchange Notes*") to be offered by the Issuer in exchange (the "*Exchange Offers*") for a like principal amount of the Issuer's issued and outstanding 8.00% Senior Notes due 2026 (the "*Outstanding Notes*"), and (ii) the guarantees (the "*Guarantees*") of the Subsidiary Guarantors of the Exchange Notes.

The Exchange Notes are to be issued under an Indenture, dated as of April 24, 2014 (the "*Base Indenture*"), between the Issuer and Deutsche Bank Trust Company Americas, as Trustee, as supplemented by the Tenth Supplemental Indenture, dated as of April 3, 2019 (the "*Tenth Supplemental Indenture*" and, together with the Base Indenture, the "*Indenture*"), establishing the terms of the Outstanding Notes and the Exchange Notes.

We are providing this Opinion Letter to fulfill the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act. Capitalized terms not otherwise defined in this Opinion Letter have the meanings ascribed in the Registration Statement.

In preparing this Opinion Letter, we have examined (i) the Articles of Organization and Amended and Restated Operating Agreement of the Covered Guarantor (the "*Organizational Documents*"), (ii) the Registration Statement and its exhibits, and (iii) originals or copies certified or otherwise identified to our satisfaction of such other instruments and other certificates of public officials and of officers and representatives of the Covered Guarantor as we have deemed appropriate as a basis for our opinion.

We have assumed: (i) the genuineness of any signatures on all documents we have reviewed; (ii) the legal capacity of natural persons who have executed all documents we have reviewed; (iii) the authenticity of all documents submitted to us as originals; (iv) the conformity to originals of all documents submitted as copies and the authenticity of the originals of such copies; (v) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments and certificates we have reviewed and relied upon; (vi) the accuracy, completeness and authenticity of certificates of public officials; and (vii) that the Registration Statement and the Organizational Documents of the Covered Guarantor, each as amended to this date, will not have been amended after this date in a manner that would affect the validity of our opinion. We have relied upon a certificate and other assurances of officers of the Issuer as to factual matters without having independently verified such factual matters.

We have further assumed that:

(i) the Indentures and the Guarantees have been duly authorized, executed and delivered by the parties thereto other than the Covered Guarantor;

(ii) the Registration Statement, and any amendments (including post-effective amendments), will have become effective and will comply with applicable law, and the Base Indenture will have been qualified under the Trust Indenture Act of 1939, as amended; and

(iii) the Exchange Notes will have been duly executed by the Issuer and the Trustee, authenticated by the Trustee and delivered in accordance with the provisions of the applicable Indenture and issued in exchange for the applicable series of Outstanding Notes pursuant to, and in accordance with the terms of, the Exchange Offers as contemplated in the Registration Statement.

Our opinion is limited to matters governed by the laws of the State of Michigan, and we express no opinion as to the laws of any other jurisdiction or as to the effect of or compliance with any state securities or blue sky laws. We note that the Covered Guarantor is formed under the laws of the State of Michigan. The Issuer and certain Subsidiary Guarantors are formed under the laws of other jurisdictions, and our opinion does not cover the Issuer or such Subsidiary Guarantors.

Based upon the foregoing and on such legal considerations as we deem relevant, and subject to the assumptions, limitations and qualifications set forth in this Opinion Letter and in reliance on the statements of fact contained in the documents we have examined, we are of the opinion that the Covered Guarantor (a) is validly existing as a limited liability company under the laws of the State of Michigan, (b) is in good standing under such laws, and (c) has the limited liability company power and authority under such laws to issue its Guarantees under the guarantee provisions of the Indentures.

We hereby consent to the reference to our firm under the caption “Legal Matters” in the Prospectus forming a part of the Registration Statement and to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the applicable rules and regulations of the Commission.

Sincerely yours,

/s/ Loomis, Ewert, Parsley, Davis & Gotting, P.C.

LOOMIS
LOOMIS, EWERT, PARSLEY, DAVIS & GOTTING P.C.
ATTORNEYS AT LAW

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-4 of Chesapeake Energy Corporation of our report dated February 27, 2019, except with respect to our opinion on the consolidated financial statements insofar as it relates to the change in the manner in which the Company accounts for oil and natural gas exploration and development activities discussed in Notes 1 and 2, as to which the date is May 9, 2019, relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in Chesapeake Energy Corporation's Current Report on Form 8-K dated May 9, 2019. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

Oklahoma City, Oklahoma
January 10, 2020

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Chesapeake Energy Corporation
In its capacity as sole member of
Brazos Valley Longhorn, L.L.C
(Successor in interest to WildHorse Resource Development Corporation):

We consent to the incorporation by reference in this Registration Statement on Form S-4 of Chesapeake Energy Corporation of our report dated March 4, 2019, with respect to the consolidated balance sheets of Brazos Valley Longhorn, L.L.C. (Successor in interest to WildHorse Resource Development Corporation) as of December 31, 2018 and 2017, the related consolidated and combined statements of operations, cash flows, and changes in equity for each of the years in the three-year period ended December 31, 2018, and the related notes (collectively, the consolidated and combined financial statements), which report appears in the Current Report on Form 8-K of Chesapeake Energy Corporation filed on March 5, 2019, and to the reference to our firm under the heading “Experts” in the Registration Statement.

As discussed in Note 1 to the consolidated and combined financial statements, the statements of operations, cash flows, and changes in equity for the periods from inception of common control (February 17, 2015) through the initial public offering (December 19, 2016), have been prepared on a combined basis of accounting.

/s/ KPMG LLP

Houston, Texas
January 10, 2020

Software Integrated Solutions
Division of Schlumberger Technology Corporation

Exhibit 23.6

4600 J. Barry Court
Suite 200
Canonsburg, Pennsylvania 15317 USA
Tel: +1-724-416-9700
Fax: +1-724-416-9705

CONSENT OF SOFTWARE INTEGRATED SOLUTIONS
DIVISION OF SCHLUMBERGER TECHNOLOGY CORPORATION

As independent oil and gas consultants, Software Integrated Solutions, Division of Schlumberger Technology Corporation, hereby consents to the incorporation by reference in the Registration Statement on Form S-4 of Chesapeake Energy Corporation to be filed on or about 10 January 2020, of all references to our firm and information from our reserves report dated 11 February 2019, included in or made part of the Chesapeake Energy Corporation Annual Report on Form 10-K for the year ended 31 December 2018.

Software Integrated Solutions
Division of Schlumberger Technology Corporation

By: /s/ Charles M. Boyer II

Charles M. Boyer II, PG, CPG
Advisor - Unconventional Reservoirs
Technical Team Leader

Canonsburg, Pennsylvania
10 January 2020

Exhibit 23.7

CONSENT OF INDEPENDENT PETROLEUM ENGINEERS AND GEOLOGISTS

We hereby consent to the inclusion in or incorporation by reference into the Registration Statement on Form S-4 of Chesapeake Energy Corporation, to be filed on or around January 10, 2020, of our report, dated February 26, 2019, with respect to our audit of estimates of proved reserves and future net revenues as of December 31, 2018 for Brazos Valley Longhorn, L.L.C. We also hereby consent to all references to our firm or such reports included in or incorporated by reference into such Registration Statement.

Very truly yours,

/s/ W. Todd Brooker

W. Todd Brooker, P. E.
President

Cawley, Gillespie & Associates, Inc.
Texas Registered Engineering Firm F-693

Austin, Texas
January 10, 2020

Exhibit 25.1

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF
A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE
PURSUANT TO SECTION 305(b)(2)

DEUTSCHE BANK TRUST COMPANY AMERICAS
(formerly BANKERS TRUST COMPANY)

(Exact name of trustee as specified in its charter)

NEW YORK (Jurisdiction of Incorporation or organization if not a U.S. national bank)	**13-4941247** (I.R.S. Employer Identification No.)
60 WALL STREET **NEW YORK, NEW YORK** (Address of principal executive offices)	**10005** (Zip Code)

Deutsche Bank Trust Company Americas
Attention: Mirko Mieth
Legal Department
60 Wall Street, 36th Floor
New York, New York 10005
(212) 250 - 1663
(Name, address and telephone number of agent for service)

Chesapeake Energy Corporation*
(Exact name of obligor as specified in its charter)

Oklahoma (State or other jurisdiction of Incorporation or organization)	**73-1395733** (I.R.S. Employer Identification No.)
6100 North Western Avenue **Oklahoma City, Oklahoma** (Address of principal executive offices)	**73118** (Zip Code)

8.00% Senior Notes due 2026
(Title of the Indenture securities)

*Includes certain subsidiaries of Chesapeake Energy Corporation identified below.

Exact Name of Additional Registrants	Jurisdiction of Incorporation/Organization	I.R.S. Employer Identification Number
Chesapeake AEZ Exploration, L.L.C.	Oklahoma	27-2151081
Chesapeake Appalachia, L.L.C.	Oklahoma	20-3774650
Chesapeake-Clements Acquisition, L.L.C.	Oklahoma	20-8716794
Chesapeake E&P Holding, L.L.C.	Oklahoma	27-4485832
Chesapeake Energy Louisiana, LLC	Oklahoma	73-1524569
Chesapeake Energy Marketing, L.L.C.	Oklahoma	73-1439175
Chesapeake Exploration, L.L.C.	Oklahoma	71-0934234
Chesapeake Land Development Company, L.L.C.	Oklahoma	20-2099392
Chesapeake Louisiana, L.P.	Oklahoma	73-1519126
Chesapeake Midstream Development, L.L.C.	Oklahoma	46-1179116
Chesapeake NG Ventures Corporation	Oklahoma	45-2354177
Chesapeake Operating, L.L.C.	Oklahoma	73-1343196
Chesapeake Plains, LLC	Oklahoma	81-3212038
Chesapeake Royalty, L.L.C.	Oklahoma	73-1549744
Chesapeake VRT, L.L.C.	Oklahoma	20-8380083
Compass Manufacturing, L.L.C.	Oklahoma	26-1455378
EMLP, L.L.C.	Oklahoma	27-0581428
Empress, L.L.C.	Oklahoma	26-2809898
GSF, L.L.C.	Oklahoma	26-2762867
MC Louisiana Minerals, L.L.C.	Oklahoma	26-3057487
MC Mineral Company, L.L.C.	Oklahoma	61-1448831
MidCon Compression, L.L.C.	Oklahoma	20-0299525
Nomac Services, L.L.C.	Oklahoma	45-1157545
Winter Moon Energy Corporation	Oklahoma	26-1939483
Northern Michigan Exploration Company, L.L.C.	Michigan	27-2462483
CHK Utica, L.L.C.	Delaware	36-4711997
Sparks Drive SWD, Inc.	Delaware	76-0722336
CHK Energy Holdings, Inc.	Texas	46-1772347
Empress Louisiana Properties, L.P.	Texas	20-1993109

*The address and telephone number of each additional registrant's principal executive office is: Chesapeake Energy Corporation, 6100 North Western Avenue, Oklahoma City, Oklahoma 73118; Telephone Number: (405) 848-8000.

Item 1. General Information.

Furnish the following information as to the trustee.

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Federal Reserve Bank (2nd District)	New York, NY
Federal Deposit Insurance Corporation	Washington, D.C.
New York State Banking Department	Albany, NY

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with Obligor.

If the obligor is an affiliate of the Trustee, describe each such affiliation.

None.

Item 3. -15. Not Applicable.

Item 16. List of Exhibits.

Exhibit 1 - Restated Organization Certificate of Bankers Trust Company dated August 31, 1998; Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated September 25, 1998; Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated December 18, 1998; Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated September 3, 1999; and Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated March 14, 2002, incorporated herein by reference to Exhibit 1 filed with Form T-1 Statement, Registration No. 333-201810.

Exhibit 2 - Certificate of Authority to commence business, incorporated herein by reference to Exhibit 2 filed with Form T-1 Statement, Registration No. 333-201810.

Exhibit 3 - Authorization of the Trustee to exercise corporate trust powers, incorporated herein by reference to Exhibit 3 filed with Form T-1 Statement, Registration No. 333-201810.

Exhibit 4 - Existing By-Laws of Deutsche Bank Trust Company Americas, dated August 30, 2018, incorporated herein by reference to Exhibit S-4/A filed with Form T-1 Statement, Registration No. 333-223415.

Exhibit 5 - Not applicable.

Exhibit 6 - Consent of Bankers Trust Company required by Section 321(b) of the Act, incorporated herein by reference to Exhibit 6 filed with Form T-1 Statement, Registration No. 333-201810.

Exhibit 7 - A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

Exhibit 8 - Not applicable.

Exhibit 9 - Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Deutsche Bank Trust Company Americas, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on this 2nd day of January, 2020.

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: /s/ Chris Niesz

Name: Chris Niesz

Title: Vice President

Consolidated Reports of Condition and Income for A Bank With Domestic Offices Only - FFIEC 041

Report at the close of business September 30, 2019

20190930
(RCON 9999)

This report is required by law: 12 U.S.C. § 324 (State member banks); 12 U.S.C. §1817 (State non member banks); 12 U.S.C. §161 (National banks); and 12 U.S.C. §1464 (Savings associations).

Unless the context indicates otherwise, the term "bank" in this report form refers to both banks and savings associations.

This report form is to be filed by banks with branches and consolidated subsidiaries in U.S. territories and possessions, Edge or Agreement subsidiaries, foreign branches, consolidated foreign subsidiaries, or International Banking Facilities.

NOTE: Each bank's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the Reports of Condition and Income. The Reports of Condition and Income are to be prepared in accordance with federal regulatory authority instructions. The Reports of Condition and Income must be signed by the Chief Financial Officer (CFO) of the reporting bank (or by the individual performing an equivalent function) and attested to by not less than two directors (trustees) for state non member banks and three directors for state member banks, national banks, and savings associations.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.

Director (Trustee)

Signature of Chief Financial Officer (or Equivalent)

Director (Trustee)

Date of Signature

Director (Trustee)

Submission of Reports

Each bank must file its Reports of Condition and Income (Call Report) data by either:

(a) Using computer software to prepare its Call Report and then submitting the report data directly to the FFIEC's Central Data Repository (CDR), an Internet-based system for data collection (https://cdr.ffiec.gov/cdr/), or

(b) Completing its Call Report in paper form and arranging with a software vendor or another party to convert the data in to the electronic format that can be processed by the CDR. The software vendor or other party then must electronically submit the bank's data file to the CDR.

For technical assistance with submissions to the CDR, please contact the CDR Help Desk by telephone at (888) CDR-3111, by fax at (703) 774-3946, or by e-mail at CDR.Help@ffiec.gov.

FDIC Certificate Number **623** (RSSD 9050)

To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach your bank's completed signature page (or a photocopy or a computer generated version of this page) to the hard-copy record of the data file submitted to the CDR that your bank must place in its files.

The appearance of your bank's hard-copy record of the submitted data file need not match exactly the appearance of the FFIEC's sample report forms, but should show at least the caption of each Call Report item and the reported amount.

DEUTSCHE BANK TRUST COMPANY AMERICAS

Legal Title of Bank (RSSD 9017)

NEW YORK

City (RSSD 9130)

NY	**10005**
State Abbreviation (RSSD 9200)	Zip Code (RSSD 9220)

Schedule RC—Balance Sheet

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

		Dollar amounts in thousands	
1. Cash and balances due from depository institutions (from Schedule RC-A):			1.
a. Noninterest-bearing balances and currency and coin [1]	RCON0081	50,000	1.a.
b. Interest-bearing balances [2]	RCON0071	14,667,000	1.b.
2. Securities:			2.
a. Held-to-maturity securities (from Schedule RC-B, column A)[3]	RCONJJ34	0	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D)	RCON1773	0	2.b.
c. Equity securities with readily determinable fair values not held for trading[4]	RCONJA22	6,000	2.c.
3. Federal funds sold and securities purchased under agreements to resell:			3.
a. Federal funds sold	RCONB987	0	3.a.
b. Securities purchased under agreements to resell [5]	RCONB989	13,204,000	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			4.
a. Loans and leases held for sale	RCON5369	0	4.a.
b. Loans and leases held for investment	RCONB528	10,758,000	4.b.
c. LESS: Allowance for loan and lease losses	RCON3123	9,000	4.c.
d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c)[7]	RCONB529	10,749,000	4.d.
5. Trading assets (from Schedule RC-D)	RCON3545	0	5.
6. Premises and fixed assets (including capitalized leases)	RCON2145	22,000	6.
7. Other real estate owned (from Schedule RC-M)	RCON2150	2,000	7.
8. Investments in unconsolidated subsidiaries and associated companies	RCON2130	0	8.
9. Direct and indirect investments in real estate ventures	RCON3656	0	9.
10. Intangible assets:	RCON2143	19,000	10.
11. Other assets (from Schedule RC-F)[6]	RCON2160	1,553,000	11.
12. Total assets (sum of items 1 through 11)	RCON2170	40,272,000	12.
13. Deposits:			13.
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)	RCON2200	27,156,000	13.a.
(1) Noninterest-bearing[8]	RCON6631	10,807,000	13.a.1.
(2) Interest-bearing	RCON6636	16,349,000	13.a.2.
b. Not applicable			13.b.
14. Federal funds purchased and securities sold under agreements to repurchase:			14.
a. Federal funds purchased[9]	RCONB993	1,295,000	14.a.
b. Securities sold under agreements to repurchase[10]	RCONB995	0	14.b.
15. Trading liabilities (from Schedule RC-D)	RCON3548	0	15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	RCON3190	371,000	16.
17. Not applicable			17.
18. Not applicable			18.
19. Subordinated notes and debentures[8]	RCON3200	0	19.
20. Other liabilities (from Schedule RC-G)	RCON2930	1,937,000	20.

1. Includes cash items in process of collection and unposted debits.
2. Includes time certificates of deposit not held for trading.
3. Institutions that have adopted ASU 2016-13 should report in item 2.a, amounts net of any applicable allowance for credit losses, and should equal to Schedule RC-B, item 8, column A less Schedule RI-B, Part II, item 7, column B.
4. Item 2.c is to be completed only by institutions that have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities. See the instructions for further detail on ASU 2016-01.
5. Includes all securities resale agreements, regardless of maturity.
7. Institutions that have adopted ASU 2016-13 should report in item 4.c the allowance for credit losses on loans and leases.
6. Institutions that have adopted ASU 2016-13 should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.
8. Includes noninterest-bearing demand, time, and savings deposits.
9. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
10. Includes all securities repurchase agreements, regardless of maturity.
8. Includes limited-life preferred stock and related surplus.

Dollar amounts in thousands

21. Total liabilities (sum of items 13 through 20)	RCON2948	30,759,000	21.
22. Not applicable			22.
23. Perpetual preferred stock and related surplus	RCON3838	0	23.
24. Common stock	RCON3230	2,127,000	24.
25. Surplus (exclude all surplus related to preferred stock)	RCON3839	904,000	25.
26. Not available			26.
a. Retained earnings	RCON3632	6,483,000	26.a.
b. Accumulated other comprehensive income[1]	RCONB530	- 1,000	26.b.
c. Other equity capital components[2]	RCONA130	0	26.c.
27. Not available			27.
a. Total bank equity capital (sum o items 23 through 26.c)	RCON3210	9,513,000	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries	RCON3000	0	27.b.
28. Total equity capital (sum of items 27.a and 27.b)	RCONG105	9,513,000	28.
29. Total liabilities and equity capital (sum of items 21 and 28)	RCON3300	40,272,000	29.
1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2016	RCON6724	NR	M.1.
2. Bank's fiscal year-end date (report the date in MMDD format)	RCON8678	NR	M.2.

1. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.

2. Includes treasury stock and unearned Employee Stock Ownership Plan shares.

Exhibit 99.1

CHESAPEAKE ENERGY CORPORATION

OFFER FOR ANY AND ALL OUTSTANDING 8.00% SENIOR NOTES
DUE 2026 IN EXCHANGE FOR 8.00% SENIOR NOTES DUE 2026
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF
1933, AS AMENDED (THE "SECURITIES ACT") PURSUANT TO THE
PROSPECTUS DATED , 2020

THE EXCHANGE OFFERS (AS DEFINED BELOW) WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON _____, 2020, UNLESS EXTENDED BY THE COMPANY IN ITS SOLE DISCRETION (THE "EXPIRATION DATE"). TENDERS OF EXCHANGE NOTES MAY BE WITHDRAWN AT ANY TIME PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

_____, 2020

To Brokers, Dealers, Commercial Banks,

Trust Companies and other Nominees:

Chesapeake Energy Corporation (the "Company") is offering to exchange (the "Exchange Offer") $45,861,000 aggregate principal amount of its 8.00% Senior Notes due 2026 (the "Exchange Notes"), the issuance of which has been registered under the Securities Act of 1933, as amended, for a like principal amount of its 8.00% Senior Notes due 2026 (the "Outstanding Notes") upon the terms and subject to the conditions set forth in the Prospectus dated , 2020 (the "Prospectus") and in the related Letter of Transmittal and the instructions thereto (the "Letter of Transmittal"). Capitalized terms used herein but not defined herein shall have the same meanings given to them in the Prospectus.

Enclosed herewith are copies of the following documents:

1. The Prospectus;

2. The Letter of Transmittal for your use and for the information of our clients, including an Internal Revenue Service Form W-9 for collection of information relating to backup federal income tax withholding; and

3. A form of letter which may be sent to your clients for whose account you hold the Outstanding Notes in your name or in the name of a nominee, with space provided for obtaining such clients' instructions with regard to the Exchange Offer.

PLEASE NOTE THAT THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2020, UNLESS EXTENDED OR EARLIER TERMINATED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE.

The Company has not retained any dealer-manager in connection with the Exchange Offer and will not pay any fee or commission to any broker, dealer, nominee or other person, other than the Exchange Agent, for soliciting tenders of the Outstanding Notes pursuant to the Exchange Offer.

Additional copies of the enclosed materials may be obtained by contacting the Exchange Agent as provided in the enclosed Letter of Transmittal.

Very truly yours,

Chesapeake Energy Corporation

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF THE COMPANY OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION ON BEHALF OF ANY OF THEM WITH RESPECT TO THE EXCHANGE OFFER NOT CONTAINED IN THE PROSPECTUS OR THE LETTER OF TRANSMITTAL.

Exhibit 99.2

CHESAPEAKE ENERGY CORPORATION

OFFER FOR ANY AND ALL OUTSTANDING 8.00% SENIOR NOTES DUE 2026 IN EXCHANGE FOR 8.00% SENIOR NOTES DUE 2026 WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT")

PURSUANT TO THE PROSPECTUS DATED , 2020

THE EXCHANGE OFFERS (AS DEFINED BELOW) WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON _____, 2018, UNLESS EXTENDED BY THE COMPANY IN ITS SOLE DISCRETION (THE "EXPIRATION DATE"). TENDERS OF PRIVATE NOTES MAY BE WITHDRAWN AT ANY TIME PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

, 2020

To Our Clients:

Enclosed for your consideration is a Prospectus dated , 2020 (the "Prospectus") and the related Letter of Transmittal and instructions thereto (the "Letter of Transmittal") in connection with the offer of Chesapeake Energy Corporation (the "Company") to exchange (the "Exchange Offer") $45,861,000 aggregate principal amount of its 8.00% Senior Notes due 2026 (the "Exchange Notes"), the issuance of which has been registered under the Securities Act of 1933, as amended, for a like principal amount of its 8.00% Senior Notes due 2026 (the "Outstanding Notes") upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal (the "Letter of Transmittal"). Consummation of the Exchange Offer is subject to certain conditions described in the Prospectus. All capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Prospectus.

WE ARE THE REGISTERED HOLDER OF OUTSTANDING NOTES HELD BY US FOR YOUR ACCOUNT. A TENDER OF ANY SUCH OUTSTANDING NOTES CAN BE MADE ONLY BY US AS THE REGISTERED HOLDER AND PURSUANT TO YOUR INSTRUCTIONS. THE LETTER OF TRANSMITTAL IS FURNISHED TO YOU FOR YOUR INFORMATION ONLY AND CANNOT BE USED BY YOU TO TENDER OUTSTANDING NOTES HELD BY US FOR YOUR ACCOUNT.

Accordingly, we request instructions as to whether you wish us to tender any or all such Outstanding Notes held by us for your account pursuant to the terms and conditions set forth in the Prospectus and the Letter of Transmittal. WE URGE YOU TO READ THE PROSPECTUS AND THE LETTER OF TRANSMITTAL CAREFULLY BEFORE INSTRUCTING US TO TENDER YOUR OUTSTANDING NOTES.

Your instructions to us should be forwarded as promptly as possible in order to permit us to tender Outstanding Notes on your behalf in accordance with the provisions of the Exchange Offer. THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2020, UNLESS EXTENDED OR EARLIER TERMINATED. Outstanding Notes tendered pursuant to the Exchange Offer may be withdrawn only under the circumstances described in the Prospectus and the Letter of Transmittal.

Your attention is directed to the following:

1. The Exchange Offer is for the entire aggregate principal amount of Outstanding Notes.

2. Consummation of the Exchange Offer is conditioned upon the terms and conditions set forth in the Prospectus under the captions “Exchange Offer — Terms of the Exchange Offer” and “Exchange Offer — Conditions to the Exchange Offer.”

3. Tendering Holders may withdraw their tender at any time until 5:00 p.m., New York City time, on the Expiration Date.

4. Any transfer taxes incident to the transfer of Outstanding Notes from the tendering Holder to the Company will be paid by the Company, except as provided in the Prospectus and the instructions to the Letter of Transmittal.

5. The Exchange Offer are not being made to, nor will the surrender of Outstanding Notes for exchange be accepted from or on behalf of, Holders of Outstanding Notes in any jurisdiction in which the Exchange Offer or acceptance thereof would not be in compliance with the securities or blue sky laws of such jurisdiction.

6. The acceptance for exchange of Outstanding Notes validly tendered and not withdrawn and the issuance of Exchange Notes will be made as soon as practicable after the Expiration Date.

7. The Company expressly reserves the right, in its reasonable discretion and in accordance with applicable law, (i) to delay accepting any Outstanding Notes, (ii) to terminate the Exchange Offer and not accept any Outstanding Notes for exchange if it determines that any of the conditions to the Exchange Offer, as set forth in the Prospectus, have not occurred or been satisfied, (iii) to extend the Expiration Date of the Exchange Offer and retain all Outstanding Notes tendered in the Exchange Offer other than those Outstanding Notes properly withdrawn, or (iv) to waive any condition or to amend the terms of the Exchange Offer in any manner. In the event of any extension, delay, non-acceptance, termination, waiver or amendment, the Company will as promptly as practicable give written notice of the action to the Exchange Agent and make a public announcement of such action. In the case of an extension, such announcement will be made no later than 9:00 A.M., New York City time, on the next business day after the previously scheduled Expiration Date.

8. Consummation of the Exchange Offer may have adverse consequences to Holders of Outstanding Notes not tendering such Outstanding Notes pursuant to the Exchange Offer, including that the reduced amount of Outstanding Notes as a result of the Exchange Offer may adversely affect the trading market, liquidity and market price of the Outstanding Notes.

If you wish to have us tender any or all of the Outstanding Notes held by us for your account, please so instruct us by completing, executing and returning to us the instruction form that follows.

INSTRUCTIONS REGARDING THE EXCHANGE OFFERS
WITH RESPECT TO THE
$45,861,000 OF 8.00% SENIOR NOTES DUE 2026
("OUTSTANDING NOTES")

INSTRUCTIONS

The undersigned acknowledge(s) receipt of your letter and the enclosed documents referred to therein relating to the Exchange Offers of Chesapeake Energy Corporation with respect to the Outstanding Notes.

This will instruct you whether to tender the principal amount of Outstanding Notes indicated below held by you for the account of the undersigned pursuant to the terms of and conditions set forth in the Prospectus and the Letter of Transmittal. (check box as applicable)

Box 1 ☐ Please tender the Outstanding Notes held by you for my account, as indicated below.

Box 2 ☐ Please do not tender any Outstanding Notes held by you for my account.

Date: _____, 2020

Principal Amount of 8.00% Senior Notes due 2026

Private Notes to be Tendered:

$ _____

(must be in the principal amount of $2,000 or integral multiples of $1,000 in excess thereof)

_____

Signatures(s)*

_____

_____

Please Print Name(s) Here

_____

_____

Please Type or Print Address

_____

Area Code and Telephone Number

_____

Taxpayer Identification or Social Security Number

_____

My Account Number With You

* UNLESS OTHERWISE INDICATED, SIGNATURE(S) HEREON BY BENEFICIAL OWNER(S) SHALL CONSTITUTE AN INSTRUCTION TO THE NOMINEE TO TENDER ALL OUTSTANDING NOTES OF SUCH BENEFICIAL OWNER(S).