

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

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D)  
OF THE  
SECURITIES EXCHANGE ACT OF 1934

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED)

-----  
NOVEMBER 18, 2004 (NOVEMBER 17, 2004)

CHESAPEAKE ENERGY CORPORATION

-----  
(Exact name of Registrant as specified in its Charter)

OKLAHOMA

1-13726

73-1395733

-----  
(State or other jurisdiction  
of incorporation)

(Commission File No.)

(IRS Employer  
Identification No.)

6100 NORTH WESTERN AVENUE, OKLAHOMA CITY, OKLAHOMA

73118

-----  
(Address of principal executive offices)

(Zip Code)

(405) 848-8000

-----  
(Registrant's telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.1425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

SECTION 2 - FINANCIAL INFORMATION

ITEM 2.03 - CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT

On November 17, 2004, we amended our revolving bank credit facility to increase the aggregate commitments under the facility from \$500 million to \$600 million and extended the current margin applicable to our interest rates and commitment fees through December 31, 2005. The amendments to the credit facility are attached hereto as exhibits.

SECTION 9 - FINANCIAL STATEMENTS AND EXHIBITS

ITEM 9.01 - FINANCIAL STATEMENTS AND EXHIBITS

EXHIBIT NO.	DOCUMENT DESCRIPTION
-----	-----
99.1	Amendment for an Increased Commitment dated November 17, 2004 to Fourth Amended and Restated Credit Agreement among Chesapeake Energy Corporation, Chesapeake Exploration Limited Partnership, as Borrower, Union Bank of California, N.A. as Administrative Agent and Collateral Agent, BNP Paribas and SunTrust Bank, as Co-Syndication Agents, Calyon New York Branch and Comerica Bank as Co-Documentation Agents, Bank of Scotland and Bank of America, N.A. as Co-Agents and the several lenders from time to time parties thereto.
99.2	First Amendment dated November 17, 2004 to Fourth Amended and Restated Credit Agreement among Chesapeake Energy Corporation, Chesapeake Exploration Limited Partnership, as Borrower, Union Bank of California, N.A. as Administrative Agent and Collateral Agent, BNP Paribas and SunTrust Bank, as Co-Syndication Agents, Calyon New York Branch and Comerica Bank as Co-Documentation Agents, Bank of Scotland and Bank of America, N.A. as Co-Agents and the several lenders from time to time parties thereto.

SIGNATURE

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

CHESAPEAKE ENERGY CORPORATION

By: /s/ AUBREY K. MCCLENDON  
-----  
Aubrey K. McClendon  
Chairman of the Board and  
Chief Executive Officer

Dated: November 18, 2004

EXHIBIT INDEX

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AMENDMENT FOR AN INCREASED COMMITMENT

This AMENDMENT is made as of the 17th day of November, 2004 by and among Chesapeake Exploration Limited Partnership, an Oklahoma limited partnership ("BORROWER"), Chesapeake Energy Corporation, an Oklahoma corporation (the "COMPANY"), Union Bank of California, N.A., as administrative agent and collateral agent ("ADMINISTRATIVE AGENT"), and the Lenders listed on the attached EXHIBIT A (each a "SUPPLEMENTAL LENDER", and together the "SUPPLEMENTAL LENDERS").

Borrower, the Company, Administrative Agent and certain other Lenders, as described therein, are parties to that certain Fourth Amended and Restated Credit Agreement dated as of May 7, 2004 (as amended, supplemented, or restated, the "CREDIT AGREEMENT"). All terms used herein and not otherwise defined shall have the same meaning given to them in the Credit Agreement.

Pursuant to SECTION 10.6A of the Credit Agreement, Borrower has the right to increase the aggregate Revolving Commitment by obtaining additional Revolving Commitments upon satisfaction of certain conditions. This Amendment requires only the signature of Borrower, Administrative Agent and the Supplemental Lenders so long as the Aggregate Commitment is not increased above the amount permitted by the Credit Agreement.

The Supplemental Lenders are each either (a) an existing Lender which is increasing its Revolving Commitment or (b) a new Lender which is a lending institution whose identity Administrative Agent will approve by its signature below.

In consideration of the foregoing, each Supplemental Lender, from and after the date hereof, shall have the Revolving Commitment listed next to its name on the attached EXHIBIT A, which shall replace the prior Revolving Commitment of each existing Supplemental Lender in effect immediately prior to this Amendment, as listed next to its name on the attached EXHIBIT A, and any Supplemental Lender that is a new Lender hereby assumes all of the rights and obligations of a Lender under the Credit Agreement. This Amendment shall not affect the Revolving Commitments of Lenders who are not Supplemental Lenders.

Borrower has executed and delivered to each Supplemental Lender as of the date hereof, if requested by such Supplemental Lender, a new or replacement Note in the form attached to the Credit Agreement as EXHIBIT H to evidence the new or increased Revolving Commitment of such Supplemental Lender.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, Administrative Agent, Borrower and the Supplemental Lenders have executed this Amendment as of the date shown above.

CHESAPEAKE EXPLORATION LIMITED  
PARTNERSHIP

By: Chesapeake Operating, Inc., its general  
partner

By: /S/ MARTHA A. BURGER

-----  
Name: Martha A. Burger  
Title: Treasurer and  
Sr. Vice President  
Human Resources

CHESAPEAKE ENERGY CORPORATION

By: /S/ MARTHA A. BURGER

-----  
Name: Martha A. Burger  
Title: Treasurer and  
Sr. Vice President  
Human Resources

UNION BANK OF CALIFORNIA, N.A.,  
as Administrative Agent

By: /S/ RANDALL OSTERBERG

-----  
Name: Randall Osterberg  
Title: Senior Vice President

By: /S/ KIMBERLY CALL

-----  
Name: Kimberly Call  
Title: Assistant Vice President

SIGNATURE PAGE TO  
AMENDMENT FOR COMMITMENT INCREASE

BNP PARIBAS

By: /S/ DAVID DODD

-----  
Name: David Dodd  
Title: Director

By: /S/ POLLY SCHOTT

-----  
Name: Polly Schott  
Title: Vice-President

SIGNATURE PAGE TO  
AMENDMENT FOR COMMITMENT INCREASE

SUNTRUST BANK

By: /S/ JOE MCCREERY

-----  
Name: Joe McCreery  
Title: Vice President

SIGNATURE PAGE TO  
AMENDMENT FOR COMMITMENT INCREASE



CALYON NEW YORK BRANCH

By: /S/ OLIVIER AUDEMARD

-----  
Name: Olivier Audemard  
Title: Managing Director

By: /S/ ATTILA COACH

-----  
Name: Attila Coach  
Title: Managing Director

SIGNATURE PAGE TO  
AMENDMENT FOR COMMITMENT INCREASE

BANK OF SCOTLAND

By: /S/ AMENA NABI

-----  
Name: Amena Nabi

Title: Assistant Vice President

SIGNATURE PAGE TO  
AMENDMENT FOR COMMITMENT INCREASE

COMERICA BANK

By: /S/ PETER L. SEFZIK

-----  
Name: Peter L. Sefzik  
Title: Vice President  
Texas Division

SIGNATURE PAGE TO  
AMENDMENT FOR COMMITMENT INCREASE

BANK OF AMERICA, N.A.

By: /S/ RONALD E. MCKAIG

-----  
Name: Ronald E. McKaig  
Title: Senior Vice President

SIGNATURE PAGE TO  
AMENDMENT FOR COMMITMENT INCREASE

WELLS FARGO BANK, N.A.

By: /S/ DUSTIN S. HANSEN

-----  
Name: Dustin S. Hansen  
Title: Assistant Vice President

SIGNATURE PAGE TO  
AMENDMENT FOR COMMITMENT INCREASE

NANTEXIS BANQUE POPULAIRE

By: /S/ DONOVAN C. BROUSSARD

-----  
Name: Donovan C. Broussard  
Title: Vice President & Manager

By: /S/ LOUIS P. LAVILLE, III

-----  
Name: Louis P. Laville, III  
Title: Vice President & Manager

SIGNATURE PAGE TO  
AMENDMENT FOR COMMITMENT INCREASE

RZB FINANCE LLC

By: /S/ JUAN M. CSILLAGI

-----  
Name: Juan M. Csillagi  
Title: Group Vice President

By: /S/ CHRISTOPH HOEDL

-----  
Name: Christoph Hoedl  
Title: Vice President

SIGNATURE PAGE TO  
AMENDMENT FOR COMMITMENT INCREASE

ROYAL BANK OF CANADA

By: /S/ LINDA M. STEPHENS

-----  
Name: Linda M. Stephens  
Title: Authorized Signatory

SIGNATURE PAGE TO  
AMENDMENT FOR COMMITMENT INCREASE



EXHIBIT A

	Prior Revolving Commitment	New Revolving Commitment
	-----	-----
UNION BANK OF CALIFORNIA, N.A.	\$45,000,000	\$55,000,000
BNP PARIBAS	\$40,000,000	\$50,000,000
SUNTRUST BANK	\$40,000,000	\$50,000,000
CALYON NEW YORK BRANCH	\$40,000,000	\$50,000,000
BANK OF SCOTLAND	\$40,000,000	\$50,000,000
COMERICA BANK	\$40,000,000	\$50,000,000
BANK OF AMERICA, N.A.	\$40,000,000	\$50,000,000
WELLS FARGO BANK, N.A.	\$25,000,000	\$35,000,000
NATEXIS BANQUE	\$20,000,000	\$25,000,000
RZB FINANCE LLC	\$10,000,000	\$15,000,000
ROYAL BANK OF CANADA	-0-	\$10,000,000
	-----	-----
	-----	-----
Increase in Aggregate Revolving Commitment		\$100,000,000

FIRST AMENDMENT  
TO  
FOURTH AMENDED AND RESTATED CREDIT AGREEMENT

THIS FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT (herein called this "AMENDMENT") is dated as of November 17, 2004 (but effective on the Effective Date, defined below in Section 3.1) by and among Chesapeake Exploration Limited Partnership, an Oklahoma limited partnership ("BORROWER"), Chesapeake Energy Corporation, an Oklahoma corporation ("COMPANY"), Union Bank of California, N.A., as administrative agent and collateral agent ("ADMINISTRATIVE AGENT"), and the several banks and other financial institutions or entities party hereto ("LENDERS").

W I T N E S S E T H:

WHEREAS, Borrower, Company, Administrative Agent and Lenders entered into that certain Fourth Amended and Restated Credit Agreement dated as of May 7, 2004 (as amended, supplemented, or restated to the date hereof, the "ORIGINAL AGREEMENT"), for the purpose and consideration therein expressed, whereby Lenders became obligated to make loans to Borrower as therein provided; and

WHEREAS, Borrower, Company, Administrative Agent and Lenders desire to amend the Original Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and in the Original Agreement, in consideration of the loans which may hereafter be made by Lenders to Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I.

DEFINITIONS AND REFERENCES  
-----

Section 1.1. TERMS DEFINED IN THE ORIGINAL AGREEMENT. Unless the context otherwise requires or unless otherwise expressly defined herein, the terms defined in the Original Agreement shall have the same meanings whenever used in this Amendment.

Section 1.2. OTHER DEFINED TERMS. Unless the context otherwise requires, the following terms when used in this Amendment shall have the meanings assigned to them in this Section 1.2.

"AMENDMENT" means this First Amendment to Fourth Amended and Restated Credit Agreement.

"CREDIT AGREEMENT" means the Original Agreement as amended hereby.

"EFFECTIVE DATE" has the meaning given to such term in SECTION

ARTICLE II.

AMENDMENTS  
-----

Section 2.1. DEFINED TERMS.

(a) The proviso at the end of the definition of "Applicable Margin" in SECTION 1.1 of the Original Agreement is hereby amended in its entirety to read as follows:

"PROVIDED, that, prior to January 1, 2006, the Applicable Margin with respect to each Type of Revolving Loan will be set based on Level III."

(b) The proviso at the end of the definition of "Commitment Fee Rate" in SECTION 1.1 of the Original Agreement is hereby amended in its entirety to read as follows:

"PROVIDED, that, prior to January 1, 2006, the Commitment Fee Rate will be set based on Level III."

ARTICLE III.

CONDITIONS OF EFFECTIVENESS; CLOSING  
-----

Section 3.1. EFFECTIVE DATE. This Amendment shall become effective on the date when all of the following conditions precedent have been satisfied (the "EFFECTIVE DATE").

(a) Administrative Agent shall have received, at Administrative Agent's office, duly executed and delivered and in form and substance satisfactory to Administrative Agent, all of the following:

(i) this Amendment duly executed by Borrower, Company and Administrative Agent and each Lender;

(ii) the Consent Agreement attached hereto duly executed by all Subsidiary Guarantors;

(iii) a favorable opinion of Commercial Law Group, counsel for the Company, Borrower and the Subsidiary Guarantors, substantially in the form set forth in EXHIBIT F of the Original Agreement;

(iv) an "Omnibus Certificate" of the Secretary of the general partner of Borrower, which shall contain the names and signatures of the officers of the general partner of Borrower authorized to execute Loan Documents and which shall certify to the truth, correctness and completeness of the following exhibits attached thereto: (1) a copy of resolutions attached thereto duly adopted by the Board of Directors of the general partner of Borrower and in full force and effect at the time this Amendment is entered into, authorizing the execution of this Amendment and the other Loan Documents delivered or to be delivered in connection herewith and the consummation of the transactions contemplated herein and therein, (2) a copy of the charter documents of Borrower and of the general partner of Borrower and all amendments thereto, certified by the appropriate official of the Borrower's state and general partner's state of organization, and (3) a copy of any bylaws of the general partner of Borrower previously delivered to Agent and Lenders in connection with the Original Agreement (which may, with respect to any such charter documents or bylaws, reference documents previously delivered in connection with the Original Agreement);

(v) a "Compliance Certificate" of the Treasurer of the Company, which shall contain (1) a certification by such officer as to the satisfaction of the conditions set out in subsections (a), (b), and (c) of SECTION 5.2 of the Original Agreement and (2) the calculations required to determine the Senior Debt Limit (along with the supporting documentation described in SECTION 5.2(C) of the Original Agreement);

(vi) one or more certificates certifying documents similar to those specified in subsection (iv) of this Section with respect to each Subsidiary Guarantor (which may, with respect to charter documents or bylaws, reference documents previously delivered in connection with the Original Agreement); and

(vii) such other supporting documents as Administrative Agent may reasonably request.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES  
-----

Section 4.1. REPRESENTATIONS AND WARRANTIES OF BORROWER. In order to induce each Lender to enter into this Amendment, Borrower represents and warrants to each Lender that:

(a) The representations and warranties contained in SECTION 4 of the Original Agreement are true and correct at and as of the time of the effectiveness hereof, except to the extent that the facts on which such representations and warranties are based have been changed by the extension of credit under the Credit Agreement.

(b) The Company and Borrower are duly authorized to execute and deliver this Amendment and are and will continue to be duly authorized to borrow monies and to perform their respective obligations under the Credit Agreement. The Company and Borrower have duly taken all corporate or partnership action necessary to authorize the execution and delivery of this Amendment and to authorize the performance of the obligations of the Company and Borrower hereunder.

(c) The execution and delivery by the Company and Borrower of this Amendment, the performance by the Company and Borrower of its obligations hereunder and the consummation of the transactions contemplated hereby do not and will not conflict with any provision of law, statute, rule or regulation or of the certificate of incorporation, bylaws, or agreement of limited partnership of the Company or Borrower (as applicable), or of any material agreement, judgment, license, order or permit applicable to or binding upon the Company or Borrower, or result in the creation of any lien, charge or encumbrance upon any assets or properties of the Company or Borrower. Except for those which have been obtained, no consent, approval, authorization or order of any court or governmental authority or third party is required in connection with the execution and delivery by the Company and Borrower of this Amendment or to consummate the transactions contemplated hereby.

(d) When duly executed and delivered, each of this Amendment and the Credit Agreement will be a legal and binding obligation of the Company and Borrower, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and by equitable principles of general application.

(e) The audited annual consolidated financial statements of the Company dated as of December 31, 2003 and the unaudited quarterly consolidated financial statements of the Company dated as of September 30, 2004 fairly present the consolidated financial position at such dates and the consolidated statement of operations and the changes in consolidated financial position for the periods ending on such dates for the Company. Copies of such financial statements have heretofore been delivered to each Lender. Since such dates no material adverse change has occurred in the financial condition or businesses or in the consolidated financial condition or businesses of the Company.

ARTICLE V.

MISCELLANEOUS  
-----

Section 5.1. RATIFICATION OF AGREEMENTS. The Original Agreement as hereby amended is hereby ratified and confirmed in all respects. Any reference to the Credit Agreement in any Loan Document shall be deemed to be a reference to the Original Agreement as hereby amended. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Lenders under the Credit Agreement, the Notes, or any other Loan Document nor constitute a waiver of any provision of the Credit Agreement, the Notes or any other Loan Document.

Section 5.2. SURVIVAL OF AGREEMENTS. All representations, warranties, covenants and agreements of Borrower herein shall survive the execution and delivery of this Amendment and the performance hereof, including without limitation the making or granting of the Loans, and shall further survive until all of the Obligations are paid in full. All statements and agreements contained in any certificate or instrument delivered by the Company, Borrower or any Subsidiary Guarantor hereunder or under the Credit Agreement to any Lender shall be deemed to constitute representations and warranties by, and/or agreements and covenants of, such Loan Party under this Amendment and under the Credit Agreement.

Section 5.3. LOAN DOCUMENTS. This Amendment is a Loan Document, and all provisions in the Credit Agreement pertaining to Loan Documents apply hereto.

Section 5.4. GOVERNING LAW. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas and any applicable laws of the United States of America in all respects, including construction, validity and performance.

Section 5.5. COUNTERPARTS; FAX. This Amendment may be separately executed in counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to constitute one and the same Amendment. This Amendment may be validly executed by facsimile or other electronic transmission.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, this Amendment is executed as of the date first above written.

CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP

By: Chesapeake Operating, Inc.,  
its general partner

By: /S/ MARTHA A. BURGER

-----  
Name: Martha A. Burger  
Title: Treasurer and  
Sr. Vice President  
Human Resources

CHESAPEAKE ENERGY CORPORATION

By: /S/ MARTHA A. BURGER

-----  
Name: Martha A. Burger  
Title: Treasurer and  
Sr. Vice President  
Human Resources

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

UNION BANK OF CALIFORNIA, N.A.  
Administrative Agent, Collateral Agent,  
Issuing Lender and Lender

By: /S/ RANDALL OSTERBERG  
-----  
Name: Randall Osterberg  
Title: Senior Vice President

By: /S/ KIMBERLY CALL  
-----  
Name: Kimberly Call  
Title: Assistant Vice President

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement



First Amendment to  
Fourth Amended and  
Restated Credit Agreement

CONSENT AND AGREEMENT

By its execution below, each Guarantor hereby (i) consents to the provisions of this Amendment and the transactions contemplated herein, (ii) ratifies and confirms the Second Amended and Restated Guarantee Agreement dated as of May 7, 2004 made by it for the benefit of Administrative Agent and Lenders (as modified by certain Assumption Agreements) and the other Loan Documents executed pursuant to the Credit Agreement (or any prior amendment or supplement to the Credit Agreement), (iii) agrees that all of its respective obligations and covenants thereunder shall remain unimpaired by the execution and delivery of this Amendment and the other documents and instruments executed in connection herewith, and (iv) agrees that the Second Amended and Restated Guarantee Agreement and such other Loan Documents shall remain in full force and effect.

CHESAPEAKE ENERGY CORPORATION

By: /S/ MARTHA A. BURGER

-----  
Martha A. Burger  
Treasurer and Senior Vice  
President - Human Resources

CHESAPEAKE OPERATING, INC.

By: /S/ MARTHA A. BURGER

-----  
Martha A. Burger  
Treasurer and Senior Vice  
President - Human Resources

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

CHESAPEAKE SOUTH TEXAS CORP.  
CHESAPEAKE ENERGY LOUISIANA CORPORATION  
NOMAC DRILLING CORPORATION  
OXLEY PETROLEUM CO.  
CHESAPEAKE PRH CORP.  
CHESAPEAKE ENERGY MARKETING, INC.  
CHESAPEAKE BNR CORP.

By: /S/ MARTHA A. BURGER

-----  
Martha A. Burger, Treasurer,  
on behalf of each of the  
foregoing corporations

CARMEN ACQUISITION, L.L.C.  
CHESAPEAKE ACQUISITION, L.L.C.  
CHESAPEAKE ENO ACQUISITION, L.L.C.  
CHESAPEAKE FOCUS, L.L.C.  
CHESAPEAKE KNAN ACQUISITION, L.L.C.  
CHESAPEAKE MOUNTAIN FRONT, L.L.C.  
CHESAPEAKE ORC, L.L.C.  
CHESAPEAKE ROYALTY, L.L.C.  
CHESAPEAKE EP, L.L.C.  
GOTHIC PRODUCTION, L.L.C.  
MC MINERAL COMPANY, L.L.C.  
SAP ACQUISITION, L.L.C.  
JOHN C. OXLEY, L.L.C.  
CHESAPEAKE PERMIAN ACQUISITION, L.L.C.  
MAYFIELD PROCESSING, LLC

By: /S/ MARTHA A. BURGER

-----  
Martha A. Burger, Treasurer, on  
behalf of each of the forgoing  
limited liability companies

CHESAPEAKE LOUISIANA, L.P.  
CHESAPEAKE SIGMA, L.P.  
CHESAPEAKE PERMIAN, L.P.  
CHESAPEAKE ZAPATA, L.P.  
Chesapeake-Staghorn Acquisition, L.P.  
CHESAPEAKE NFW, L.P.  
CHESAPEAKE LNG, L.P.  
By: Chesapeake Operating, Inc., as  
General Partner on behalf of each of  
the foregoing limited partnerships

By: /S/ MARTHA A. BURGER  
-----  
Martha A. Burger, Treasurer and  
Senior Vice President -  
Human Resources

MIDCON COMPRESSION, L.P.  
By: Chesapeake Energy Marketing, Inc.,  
as General Partner

By: /S/ MARTHA A. BURGER  
-----  
Martha A. Burger  
Treasurer

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

ARVEST BANK

By: /S/ CINDY BATT

-----  
Name: Cindy Bat  
Title: Sr. Vice President

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

BANK OF AMERICA, N.A.

By: /S/ RONALD E. MCKAIG

-----  
Name: Ronald E. McKaig  
Title: Senior Vice President

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

BANK OF OKLAHOMA

By: /S/ MARK MORRIS

-----  
Name: Mark Morris  
Title: Vice President

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

BANK OF SCOTLAND

By: /S/ AMENA NABI

-----  
Name: Amena Nabi

Title: Assistant Vice President

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

BNP PARIBAS

By: /S/ DAVID DODD

-----  
Name: David Dodd  
Title: Director

By: /S/ POLLY SCHOTT

-----  
Name: Polly Schott  
Title: Vice President

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement



COMERICA BANK

By: /S/ PETER L. SEFZIK

-----  
Name: Peter L. Sefzik  
Title: Vice President

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

COMPASS BANK

By: /S/ KATHLEEN J. BOWEN

-----  
Name: Kathleen J. Bowen  
Title: Senior Vice President

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

CALYON NEW YORK BRANCH

By: /S/ OLIVER AUDEMAND

-----  
Name: Oliver Audemand  
Title: Managing Director

By: /S/ ATTILA COACH

-----  
Name: Attila Coach  
Title: Managing Director

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

CREDIT SUISSE FIRST BOSTON, acting through  
its Cayman Islands Branch

By: /S/ PAUL L. COLON  
-----  
Name: Paul L. Colon  
Title: Director

By: /S/ VANESSA GOMEZ  
-----  
Name: Vanessa Gomez  
Title: Associate

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: S/S MARCUS M. TARKINGTON

-----  
Name: Marcus M. Tarkington  
Title: Director

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

J. ARON & COMPANY

By: S/S PETER O'HAGAN

-----  
Name: Peter O'Hagan

Title: Managing Director

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

NATEXIS BANQUES POPULAIRES

By: S/S DONOVAN C. BROUSSARD  
-----  
Name: Donovan C. Broussard  
Title: Vice President & Manager

By: /S/ TIMOTHY L. POLVADO  
-----  
Name: Timothy L. Polvado  
Title: Vice President & Manager

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

PNC BANK

By: /S/ JOHN WATTINGER

-----  
Name: John Wattinger  
Title: Vice President

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement



RZB FINANCE LLC

By: /S/ JUAN M. CSILLAGI

-----  
Name: Juan M. Csillagi  
Title: Group Vice President

By: /S/ CHRISTOPH HOEDL

-----  
Name: Christoph Hoedl  
Title: Vice President

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

SUNTRUST BANK

By: /S/ JOE MCCREERY

-----  
Name: Joe McCreery  
Title: Vice President

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

TORONTO DOMINION (TEXAS), INC.

By: /S/ NEVA NEXBITT

-----  
Name: Neva Nexbitt  
Title: Authorized Agent

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

UBS LOAN FINANCE LLC

By: /S/ WILFRED V. SAINT

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Name: Wilfred V. Saint  
Title: Director Banking  
Products Services US

By: /S/ JOSALIN FERNANDES

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Name: Josalin Fernandes  
Title: Associate Director  
Banking Products  
Services US

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement

WELLS FARGO BANK, N.A.

By: /S/ DUSTIN S. HANSEN  
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Name: Dustin S. Hansen  
Title: Assistant Vice President

Signature Page to First Amendment to  
Fourth Amended and Restated Credit Agreement