CHESAPEAKE ENERGY CORP (CHK)

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10–Q

Quarterly report pursuant to sections 13 or 15(d)
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10–Q

[X] Quarterly Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the Quarterly Period Ended June 30, 2010

[ ] Transition Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from __________ to __________

Commission File No. 1–13726

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

Oklahoma	**73–1395733**
(State or other jurisdiction of incorporation or organization)	(I.R.S. 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)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S–T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes [X] No [ ]

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

Large accelerated filer [X]   Accelerated filer [ ]   Non–accelerated filer [ ]   Smaller reporting company [ ]

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b–2 of the Exchange Act). Yes [ ] No [X]

As of August 3, 2010, there were 654,329,768 shares of our $0.01 par value common stock outstanding.

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
INDEX TO FORM 10–Q FOR THE QUARTER ENDED JUNE 30, 2010

PART I.

Financial Information

		Page
Item 1.	Condensed Consolidated Financial Statements (Unaudited):	
	Condensed Consolidated Balance Sheets as of June 30, 2010 and December 31, 2009	1
	Condensed Consolidated Statements of Operations for the Three and Six Months Ended June 30, 2010 and 2009	3
	Condensed Consolidated Statements of Cash Flows for the Six Months Ended June 30, 2010 and 2009	4
	Condensed Consolidated Statements of Equity for the Six Months Ended June 30, 2010 and 2009	6
	Condensed Consolidated Statements of Comprehensive Income (Loss) for the Three and Six Months Ended June 30, 2010 and 2009	7
	Notes to Condensed Consolidated Financial Statements	8
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	42
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	62
Item 4.	Controls and Procedures	69

PART II.

Other Information

Item 1.	Legal Proceedings	70
Item 1A.	Risk Factors	70
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	70
Item 3.	Defaults Upon Senior Securities	70
Item 4.	(Removed and Reserved)	70
Item 5.	Other Information	70
Item 6.	Exhibits	71

Table of Contents

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

	June 30, 2010	December 31, 2009
	($ in millions)	
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 601	$ 307
Accounts receivable	1,359	1,325
Short–term derivative instruments	965	692
Deferred income tax asset	—	24
Other	93	98
Total Current Assets	3,018	2,446
PROPERTY AND EQUIPMENT:		
Natural gas and oil properties, at cost based on full–cost accounting:		
Evaluated natural gas and oil properties	36,576	35,007
Unevaluated properties	11,678	10,005
Less: accumulated depreciation, depletion and amortization of natural gas and oil properties	(24,858)	(24,220)
Total natural gas and oil properties, at cost based on full–cost accounting	23,396	20,792
Other property and equipment:		
Natural gas gathering systems and treating plants	1,699	3,516
Buildings and land	1,711	1,673
Drilling rigs and equipment	752	687
Natural gas compressors	273	325
Other	607	550
Less: accumulated depreciation and amortization of other property and equipment	(608)	(833)
Total other property and equipment	4,434	5,918
Total Property and Equipment	27,830	26,710
OTHER ASSETS:		
Investments	1,047	404
Long–term derivative instruments	10	60
Other assets	264	294
Total Other Assets	1,321	758
TOTAL ASSETS	$ 32,169	$ 29,914

The accompanying notes are an integral part of these condensed consolidated financial statements.

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS – (Continued)
(Unaudited)

	June 30, 2010	December 31, 2009
	($ in millions)	
LIABILITIES AND EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 1,564	$ 957
Short–term derivative instruments	17	27
Accrued liabilities	970	920
Deferred income taxes	337	—
Income taxes payable	4	1
Revenues and royalties due others	575	565
Accrued interest	188	218
Total Current Liabilities	3,655	2,688
LONG–TERM LIABILITIES:		
Long–term debt, net	10,501	12,295
Deferred income tax liabilities	1,546	1,059
Long–term derivative instruments	972	787
Asset retirement obligations	285	282
Revenues and royalties due others	82	73
Other liabilities	313	389
Total Long–Term Liabilities	13,699	14,885
CONTINGENCIES AND COMMITMENTS (Note 3)		
EQUITY:		
Chesapeake stockholders' equity:		
Preferred stock, $0.01 par value, 20,000,000 shares authorized:		
5.75% cumulative convertible non–voting preferred stock, 1,500,000 and 0 shares issued and outstanding as of June 30, 2010 and December 31, 2009, respectively, entitled in liquidation to $1.5 billion and $0	1,500	—
5.75% cumulative convertible non–voting preferred stock (series A), 1,100,000 and 0 shares issued and outstanding as of June 30, 2010 and December 31, 2009, respectively, entitled in liquidation to $1.1 billion and $0	1,100	—
4.50% cumulative convertible preferred stock, 2,558,900 shares issued and outstanding as of June 30, 2010 and December 31, 2009, entitled in liquidation to $256 million	256	256
5.00% cumulative convertible preferred stock (series 2005B), 2,095,615 shares issued and outstanding as of June 30, 2010 and December 31, 2009, entitled in liquidation to $209 million	209	209
5.00% cumulative convertible preferred stock (series 2005), 0 and 5,000 shares issued and outstanding as of June 30, 2010 and December 31, 2009, entitled in liquidation to $0 and $1 million	—	1
Common stock, $0.01 par value, 1,000,000,000 shares authorized, 651,996,688 and 648,549,165 shares issued at June 30, 2010 and December 31, 2009, respectively	7	6
Paid–in capital	12,096	12,146
Retained earnings (deficit)	(410)	(1,261)
Accumulated other comprehensive income, net of tax of ($45) million and ($62) million, respectively	75	102
Less: treasury stock, at cost; 993,966 and 877,205 common shares as of June 30, 2010 and December 31, 2009, respectively	(18)	(15)
Total Chesapeake Stockholders' Equity	14,815	11,444
Noncontrolling interest	—	897
Total Equity	14,815	12,341
TOTAL LIABILITIES AND EQUITY	$ 32,169	$ 29,914

The accompanying notes are an integral part of these condensed consolidated financial statements.

Table of Contents

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2010	2009	2010	2009
	($ in millions, except per share data)			
REVENUES:				
Natural gas and oil sales	$ 1,161	$ 1,097	$ 3,059	$ 2,494
Marketing, gathering and compression sales	793	532	1,637	1,084
Service operations revenue	58	44	114	90
Total Revenues	2,012	1,673	4,810	3,668
OPERATING COSTS:				
Production expenses	213	213	421	451
Production taxes	37	24	85	46
General and administrative expenses	106	74	215	164
Marketing, gathering and compression expenses	763	500	1,578	1,023
Service operations expense	53	46	102	87
Natural gas and oil depreciation, depletion and amortization	340	295	647	742
Depreciation and amortization of other assets	53	58	103	115
Impairment of natural gas and oil properties and other assets	—	5	—	9,635
Restructuring costs	—	34	—	34
Total Operating Costs	1,565	1,249	3,151	12,297
INCOME (LOSS) FROM OPERATIONS	447	424	1,659	(8,629)
OTHER INCOME (EXPENSE):				
Interest (expense) income	16	(22)	(9)	(8)
Loss on redemptions or exchanges of Chesapeake debt	(69)	(2)	(71)	(2)
Impairment of investments	—	(10)	—	(162)
Other income (expense)	20	(2)	35	5
Total Other Income (Expense)	(33)	(36)	(45)	(167)
INCOME (LOSS) BEFORE INCOME TAXES	414	388	1,614	(8,796)
INCOME TAX EXPENSE (BENEFIT):				
Current income taxes	5	1	5	1
Deferred income taxes	154	144	616	(3,299)
Total Income Tax Expense (Benefit)	159	145	621	(3,298)
NET INCOME (LOSS)	255	243	993	(5,498)
Net (income) loss attributable to noncontrolling interest	—	—	—	—
NET INCOME (LOSS) ATTRIBUTABLE TO CHESAPEAKE	255	243	993	(5,498)
Preferred stock dividends	(20)	(6)	(25)	(12)
NET INCOME (LOSS) AVAILABLE TO CHESAPEAKE COMMON STOCKHOLDERS	$ 235	$ 237	$ 968	$ (5,510)
EARNINGS (LOSS) PER COMMON SHARE:				
Basic	$ 0.37	$ 0.39	$ 1.54	$ (9.18)
Diluted	$ 0.37	$ 0.39	$ 1.49	$ (9.18)
CASH DIVIDEND DECLARED PER COMMON SHARE	$ 0.075	$ 0.075	$ 0.15	$ 0.15
WEIGHTED AVERAGE COMMON AND COMMON EQUIVALENT SHARES OUTSTANDING (in millions):				
Basic	631	603	630	600
Diluted	635	610	665	600

The accompanying notes are an integral part of these condensed consolidated financial statements.

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Six Months Ended June 30,	
	2010	2009
	($ in millions)	
CASH FLOWS FROM OPERATING ACTIVITIES:		
NET INCOME (LOSS) ATTRIBUTABLE TO CHESAPEAKE	$ 993	$ (5,498)
ADJUSTMENTS TO RECONCILE NET INCOME (LOSS) TO CASH PROVIDED BY OPERATING ACTIVITIES:		
Depreciation, depletion and amortization	750	857
Deferred income tax expense (benefit)	616	(3,299)
Unrealized losses on derivatives	5	29
Realized gains on financing derivatives	(271)	(35)
Stock–based compensation	67	68
Accretion of discount on contingent convertible notes	38	40
Loss on equity investments	35	8
Loss on redemptions or exchanges of Chesapeake debt	39	2
Impairment of natural gas and oil properties and other assets	—	9,630
Impairment of investments	—	162
Restructuring costs	—	29
Other	22	12
Change in assets and liabilities	684	(7)
Cash provided by operating activities	2,978	1,998
CASH FLOWS FROM INVESTING ACTIVITIES:		
Exploration and development of natural gas and oil properties	(2,331)	(2,108)
Acquisitions of natural gas and oil proved and unproved properties	(2,855)	(710)
Additions to other property and equipment	(679)	(980)
Proceeds from divestitures of proved and unproved properties	1,431	187
Proceeds from sales of volumetric production payments	502	41
Proceeds from sale of other assets	306	104
Proceeds from (additions to) investments	(109)	2
Other	3	(1)
Cash used in investing activities	(3,732)	(3,465)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from credit facilities borrowings	7,044	3,363
Payments on credit facilities borrowings	(7,415)	(4,166)
Proceeds from issuance of preferred stock, net of offering costs	2,562	—
Proceeds from issuance of senior notes, net of offering costs	—	1,346
Cash paid to redeem Chesapeake debt	(1,334)	—
Cash paid for common stock dividends	(95)	(89)
Cash paid for preferred stock dividends	(11)	(12)
Realized gains on financing derivatives	271	9
Proceeds from sale/leaseback of real estate surface assets	—	145
Proceeds from mortgage of building	—	54
Net increase (decrease) in outstanding payments in excess of cash balance	47	(350)
Other	(21)	(28)
Cash provided by financing activities	1,048	272
Net increase (decrease) in cash and cash equivalents	294	(1,195)
Cash and cash equivalents, beginning of period	307	1,749
Cash and cash equivalents, end of period	$ 601	$ 554

The accompanying notes are an integral part of these condensed consolidated financial statements.

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS – (Continued)
(Unaudited)

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION OF CASH PAYMENTS FOR:		
Interest, net of capitalized interest	$ 57	$ 2
Income taxes, net of refunds received	$(291)	$176

SUPPLEMENTAL SCHEDULE OF SIGNIFICANT NON–CASH INVESTING AND FINANCING ACTIVITIES:

As of June 30, 2010 and 2009, dividends payable on our common and preferred stock were $90 million and $51 million, respectively.

For the six months ended June 30, 2010 and 2009, natural gas and oil properties were adjusted by $64 million and ($65) million, respectively, as a result of an increase (decrease) in accrued exploration and development costs.

For the six months ended June 30, 2010 and 2009, other property and equipment were adjusted by $2 million and ($12) million, respectively, as a result of an increase (decrease) in accrued costs.

We recorded non–cash asset additions (reductions) to natural gas and oil properties of ($3) million and ($2) million for the six months ended June 30, 2010 and 2009, respectively, for asset retirement obligations.

During the six months ended June 30, 2010, holders of our 2.25% Contingent Convertible Senior Notes due 2038 exchanged approximately $11 million in aggregate principal amount for an aggregate of 298,500 shares of our common stock in privately negotiated exchanges.

On May 3, 2010, we converted all 5,000 shares of our outstanding 5.00% Cumulative Convertible Preferred Stock (Series 2005) into 20,774 shares of common stock pursuant to the company's mandatory conversion rights.

During the six months ended June 30, 2009, we issued 15,823,838 shares of common stock, valued at $269 million, for the purchase of proved and unproved properties pursuant to an acquisition shelf registration statement.

During the six months ended June 30, 2009, holders of our 2.25% Contingent Convertible Senior Notes due 2038 exchanged approximately $85 million in aggregate principal amount for an aggregate of 2,530,650 shares of our common stock in privately negotiated exchanges.

On June 15, 2009, we converted all 143,768 shares of our outstanding 6.25% Mandatory Convertible Preferred Stock into 1,239,538 shares of common stock.

On March 31, 2009, we converted all 3,033 shares of our outstanding 4.125% Cumulative Convertible Preferred Stock into 182,887 shares of common stock.

The accompanying notes are an integral part of these condensed consolidated financial statements.

Table of Contents

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY
(Unaudited)

	Six Months Ended June 30,	
	2010	2009
	($ in millions)	
PREFERRED STOCK:		
Balance, beginning of period	$ 466	$ 505
Issuance of 1,500,000 and 0 shares of 5.75% preferred stock	1,500	—
Issuance of 1,100,000 and 0 shares of 5.75% preferred stock (series A)	1,100	—
Exchange of 5,000 and 0 shares of 5.00% preferred stock (series 2005) for common stock	(1)	—
Exchange of 0 and 143,768 shares of 6.25% preferred stock for common stock	—	(36)
Exchange of 0 and 3,033 shares of 4.125% preferred stock for common stock	—	(3)
Balance, end of period	3,065	466
COMMON STOCK:		
Balance, beginning of period	6	6
Issuance of 0 and 15,823,838 shares of common stock for the purchase of proved and unproved properties	—	—
Exchange of convertible notes for 298,500 and 2,530,650 shares of common stock	—	—
Exchange of preferred stock for 20,774 and 1,422,425 shares of common stock	—	—
Stock–based compensation	1	—
Balance, end of period	7	6
PAID–IN CAPITAL:		
Balance, beginning of period	12,146	11,680
Issuance of 0 and 15,823,838 shares of common stock for the purchase of proved and unproved properties	—	254
Exchange of convertible notes for 298,500 and 2,530,650 shares of common stock	8	54
Exchange of 5,000 and 146,801 shares of preferred stock for common stock	1	39
Stock–based compensation	116	119
Exercise of stock options	2	1
Offering expenses	(38)	—
Dividends on common stock	(95)	(91)
Dividends on preferred stock	(44)	(12)
Tax benefit (reduction in tax benefit) from exercise of stock–based compensation	—	(12)
Balance, end of period	12,096	12,032
RETAINED EARNINGS (DEFICIT):		
Balance, beginning of period	(1,261)	4,569
Net income (loss)	993	(5,498)
Cumulative effect of accounting change, net of income taxes of $89 million	(142)	—
Balance, end of period	(410)	(929)
ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS):		
Balance, beginning of period	102	267
Hedging activity	(19)	110
Investment activity	(8)	61
Balance, end of period	75	438
TREASURY STOCK – COMMON:		
Balance, beginning of period	(15)	(10)
Purchase of 123,579 and 64,242 shares for company benefit plans	(3)	(1)
Release of 6,818 and 2,718 shares for company benefit plans	—	—
Balance, end of period	(18)	(11)
TOTAL CHESAPEAKE STOCKHOLDERS' EQUITY	14,815	12,002
NONCONTROLLING INTEREST:		
Balance, beginning of period	897	—
Deconsolidation of investment in CMP	(897)	—
Balance, end of period	—	—
TOTAL EQUITY	$ 14,815	$ 12,002

The accompanying notes are an integral part of these condensed consolidated financial statements.

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2010	2009	2010	2009
	($ in millions)			
Net income (loss)	$ 255	$ 243	$ 993	$ (5,498)
Other comprehensive income (loss), net of income tax:				
Change in fair value of derivative instruments, net of income taxes of ($38) million, $37 million, $114 million and $333 million	(62)	63	187	547
Reclassification of gain on settled contracts, net of income taxes of ($82) million, ($120) million, ($135) million and ($232) million	(134)	(197)	(221)	(381)
Ineffective portion of derivatives qualifying for cash flow hedge accounting, net of income taxes of $7 million, ($13) million, $9 million and ($34) million	11	(22)	15	(56)
Unrealized (gain) loss on marketable securities, net of income taxes of ($3) million, $7 million, ($5) million and $11 million	(5)	12	(8)	18
Reclassification of loss on investments, net of income taxes of $0, $0, $0 and $26 million	—	—	—	43
Comprehensive income (loss)	65	99	966	(5,327)
(Income) loss attributable to noncontrolling interest	—	—	—	—
Comprehensive income (loss) available to Chesapeake	$ 65	$ 99	$ 966	$ (5,327)

The accompanying notes are an integral part of these condensed consolidated financial statements.

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Basis of Presentation and Summary of Significant Accounting Policies

Principles of Consolidation

The accompanying unaudited condensed consolidated financial statements of Chesapeake Energy Corporation and its subsidiaries have been prepared in accordance with the instructions to Form 10−Q as prescribed by the Securities and Exchange Commission (SEC). Chesapeake's annual report on Form 10−K for the year ended December 31, 2009 ("2009 Form 10−K") includes certain definitions and a summary of significant accounting policies and should be read in conjunction with this Form 10−Q. All material adjustments (consisting solely of normal recurring adjustments) which, in the opinion of management, are necessary for a fair statement of the results for the interim periods have been reflected. The results for the three and six months ended June 30, 2010 are not necessarily indicative of the results to be expected for the full year. This Form 10−Q relates to the three and six months ended June 30, 2010 (the "Current Quarter" and the "Current Period", respectively) and the three and six months ended June 30, 2009 (the "Prior Quarter" and the "Prior Period", respectively).

Cumulative Effect of Accounting Change

Beginning January 1, 2010, in accordance with new authoritative guidance for variable interest entities, we no longer consolidate our midstream joint venture, Chesapeake Midstream Partners, L.L.C. Because we share control 50/50 with our joint venture partner, Global Infrastructure Partners, our investment in the joint venture is now accounted for under the equity method (See Note 9). Adoption of this new guidance resulted in an after−tax cumulative effect charge to retained earnings of $142 million, which is reflected in our condensed consolidated statement of equity for the Current Period. This charge reflects the difference between the carrying value of our initial investment in the joint venture, which was recorded at carryover basis as an entity under common control, and the fair value of our equity in the joint venture as of the formation date.

Critical Accounting Policies

We consider accounting policies related to hedging, natural gas and oil properties and income taxes to be critical policies. These policies are summarized in Management's Discussion and Analysis of Financial Condition and Results of Operations in our 2009 Form 10−K.

2. Financial Instruments and Hedging Activities

Natural Gas and Oil Derivatives

Our results of operations and operating cash flows are impacted by changes in market prices for natural gas and oil. To mitigate a portion of the exposure to adverse market changes, we have entered into various derivative instruments. These instruments allow us to predict with greater certainty the effective natural gas and oil prices to be received for our hedged production. Although derivatives often fail to achieve 100% effectiveness for accounting purposes, we believe our derivative instruments continue to be highly effective in achieving our risk management objectives. As of June 30, 2010 and December 31, 2009, our natural gas and oil derivative instruments were comprised of the following types of instruments:

- Swaps: Chesapeake receives a fixed price and pays a floating market price to the counterparty for the hedged commodity.
- Collars: These instruments contain a fixed floor price (put) and ceiling price (call). If the market price exceeds the call strike price or falls below the put strike price, Chesapeake receives the fixed price and pays the market price. If the market price is between the put and the call strike price, no payments are due from either party. Three−way collars include an additional put option in exchange for a more favorable strike price on the collar. This eliminates the counterparty's downside exposure below the second put option.
- Call options: Chesapeake sells call options in exchange for a premium from the counterparty. At the time of settlement, if the market price exceeds the fixed price of the call option, Chesapeake pays the counterparty such excess and if the market price settles below the fixed price of the call option, no payment is due from either party.

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

- Put options: Chesapeake receives a premium from the counterparty in exchange for the sale of a put option. At the time of settlement, if the market price falls below the fixed price of the put option, Chesapeake pays the counterparty such shortfall, and if the market price settles above the fixed price of the put option, no payment is due from either party.
- Knockout swaps: Chesapeake receives a fixed price and pays a floating market price. The fixed price received by Chesapeake includes a premium in exchange for the possibility to reduce the counterparty's exposure to zero, in any given month, if the floating market price is lower than certain pre–determined knockout prices.
- Basis protection swaps: These instruments are arrangements that guarantee a price differential to NYMEX for natural gas from a specified delivery point. For non–Appalachian Basin basis protection swaps, which typically have negative differentials to NYMEX, Chesapeake receives a payment from the counterparty if the price differential is greater than the stated terms of the contract and pays the counterparty if the price differential is less than the stated terms of the contract. For Appalachian Basin basis protection swaps, which typically have positive differentials to NYMEX, Chesapeake receives a payment from the counterparty if the price differential is less than the stated terms of the contract and pays the counterparty if the price differential is greater than the stated terms of the contract.

All of our derivative instruments are net settled based on the difference between the fixed–price payment and the floating–price payment, resulting in a net amount due to or from the counterparty.

The estimated fair values of our natural gas and oil derivative instruments as of June 30, 2010 and December 31, 2009 are provided below. The associated carrying values of these instruments are equal to the estimated fair values.

	June 30, 2010		December 31, 2009	
	Volume	Fair Value ($ in millions)	Volume	Fair Value ($ in millions)
Natural gas (bbtu):				
Fixed–price swaps	565,288	$ 1,150	492,053	$ 662
Fixed–price collars	14,660	39	74,240	92
Call options	1,244,630	(548)	996,750	(541)
Put options	(65,940)	(52)	(69,620)	(50)
Fixed–price knockout swaps	28,530	12	38,370	17
Basis protection swaps	120,663	(48)	125,469	(50)
Total natural gas	1,907,831	553	1,657,262	130
Oil (mbbl):				
Fixed–price swaps	9,148	(5)	5,475	3
Call options	38,912	(451)	14,975	(144)
Fixed–price knockout swaps	4,219	50	6,572	32
Total oil	52,279	(406)	27,022	(109)
Total estimated fair value		$ 147		$ 21

Pursuant to accounting guidance for derivatives and hedging, certain derivatives qualify for designation as cash flow hedges. Following this guidance, changes in the fair value of derivative instruments designated as cash flow hedges, to the extent they are effective in offsetting cash flows attributable to the hedged risk, are recorded in accumulated other comprehensive income until the hedged item is recognized in earnings as the physical transactions being hedged occur. Any change in fair value resulting from ineffectiveness is currently recognized in natural gas and oil sales as unrealized gains (losses). Changes in the fair value of non–qualifying derivatives that occur prior to their maturity (i.e., temporary fluctuations in value) are reported currently in the condensed consolidated statements of operations as unrealized gains (losses) within natural gas and oil sales. Realized gains (losses) are included in natural gas and oil sales in the month of related production.

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

The components of natural gas and oil sales for the Current Quarter, the Prior Quarter, the Current Period and the Prior Period are presented below.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2010	2009	2010	2009
	($ in millions)			
Natural gas and oil sales	$ 984	$ 717	$ 2,169	$ 1,495
Realized gains (losses) on natural gas and oil derivatives	573	597	972	1,115
Unrealized gains (losses) on non–qualifying natural gas and oil derivatives	(378)	(253)	(58)	(206)
Unrealized gains (losses) on ineffectiveness of cash flow hedges	(18)	36	(24)	90
Total natural gas and oil sales	$ 1,161	$ 1,097	$ 3,059	$ 2,494

Based upon the market prices at June 30, 2010, we expect to transfer approximately $196 million (net of income taxes) of the gain included in the balance in accumulated other comprehensive income to net income (loss) during the next 12 months in the related month of production. All transactions hedged as of June 30, 2010 are expected to mature by December 31, 2022.

We have a multi–counterparty hedge facility with 13 counterparties that have committed to provide approximately 5.6 tcfe of trading capacity and an aggregate mark–to–market capacity of $15.0 billion under the terms of the facility. As of June 30, 2010, we had hedged a total of 2.1 tcfe under the facility. The multi–counterparty facility allows us to enter into cash–settled natural gas and oil price and basis hedges with the counterparties. Our obligations under the multi–counterparty facility are secured by natural gas and oil proved reserves, the value of which must cover the fair value of the transactions outstanding under the facility by at least 1.65 times, and guarantees by certain subsidiaries that also guarantee our corporate revolving bank credit facility and indentures. The counterparties' obligations under the facility must be secured by cash or short–term U.S. Treasury instruments to the extent that any mark–to–market amounts they owe to Chesapeake exceed defined thresholds. The maximum volume–based trading capacity under the facility is governed by the expected production of the pledged reserve collateral, and volume–based trading limits are applied separately to price and basis hedges. In addition, there are volume–based sub–limits for natural gas and oil hedges. Chesapeake has significant flexibility with regard to releases and/or substitutions of pledged reserves, provided that certain collateral coverage and other requirements are met. The facility does not have a maturity date. Counterparties to the agreement have the right to cease trading with the company on a prospective basis as long as obligations associated with any existing trades in the facility continue to be satisfied in accordance with the terms of the agreement.

Interest Rate Derivatives

To mitigate our exposure to volatility in interest rates related to our senior notes and bank credit facilities, we enter into interest rate derivatives. As of June 30, 2010 and December 31, 2009, our interest rate derivative instruments were comprised of the following types of instruments:

- Swaps: Chesapeake enters into fixed–to–floating interest rate swaps (we receive a fixed interest rate and pay a floating market rate) to mitigate our exposure to changes in the fair value of our senior notes. We enter into floating–to–fixed interest rate swaps (we receive a floating market rate and pay a fixed interest rate) to manage our interest rate exposure related to our bank credit facilities borrowings.
- Collars: These instruments contain a fixed floor rate (floor) and a ceiling rate (cap). If the floating rate is above the cap, we have a net receivable from the counterparty and if the floating rate is below the floor, we have a net payable to the counterparty. If the floating rate is between the floor and the cap, there is no payment due from either party. Collars are used to manage our interest rate exposure related to our bank credit facilities borrowings.

Table of Contents

- Call options: Occasionally we sell call options for a premium when we think it is more likely that the option will expire unexercised. The option allows the counterparty to terminate an open swap on a specific date.
- Swaptions: Occasionally we sell an option to a counterparty for a premium which allows the counterparty to enter into a swap with us on a specific date.

The notional amount of debt hedged and the estimated fair value of our interest rate derivatives outstanding as of June 30, 2010 and December 31, 2009 are provided below.

	June 30, 2010		December 31, 2009	
	Notional Amount	Fair Value	Notional Amount	Fair Value
	($ in millions)			
Interest rate:				
Swaps	$ 2,125	$ (27)	$ 2,925	$ (113)
Collars	250	(1)	250	(6)
Call options	250	(14)	250	(2)
Swaptions	400	(1)	500	(11)
Totals	$ 3,025	$ (43)	$ 3,925	$ (132)

For interest rate derivative instruments designated as fair value hedges, the fair values of the hedges are recorded on the condensed consolidated balance sheets as assets or liabilities, with corresponding offsetting adjustments to the debt's carrying value. Changes in the fair value of non–qualifying derivatives that occur prior to their maturity (i.e., temporary fluctuations in value) are currently reported in the condensed consolidated statements of operations as unrealized (gains) losses within interest expense.

Realized gains or losses from interest rate derivative transactions are reflected as adjustments to interest expense in the condensed consolidated statements of operations. The components of interest expense for the Current Quarter, the Prior Quarter, the Current Period and the Prior Period are presented below.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2010	2009	2010	2009
	($ in millions)			
Interest expense on senior notes	$ (190)	$ (196)	$ (383)	$ (378)
Interest expense on credit facilities	(12)	(17)	(24)	(29)
Capitalized interest	179	152	340	314
Realized gains (losses) on interest rate derivatives	2	5	4	12
Unrealized gains (losses) on interest rate derivatives	49	42	77	87
Amortization of loan discount and other	(12)	(8)	(23)	(14)
Total interest (expense) income	$ 16	$ (22)	$ (9)	$ (8)

Our qualifying interest rate swaps are considered 100% effective and therefore no ineffectiveness was recorded for the periods presented above.

Gains and losses related to terminated qualifying interest rate derivative transactions will be amortized as an adjustment to interest expense over the remaining term of the related senior notes. Over the next ten years, we will be recognizing $92 million in gains related to such transactions.

Foreign Currency Derivatives

On December 6, 2006, we issued €600 million of 6.25% Euro−denominated Senior Notes due 2017. Concurrent with the issuance of the euro−denominated senior notes, we entered into a cross currency swap to mitigate our exposure to fluctuations in the euro relative to the dollar over the term of the notes. Under the terms of the cross currency swap, on each semi−annual interest payment date, the counterparties pay Chesapeake €19 million and Chesapeake pays the counterparties $30 million, which yields an annual dollar−equivalent interest rate of 7.491%. Upon maturity of the notes, the counterparties will pay Chesapeake €600 million and Chesapeake will pay the counterparties $800 million. The terms of the cross currency swap were based on the dollar/euro exchange rate on the issuance date of $1.3325 to €1.00.

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

Through the cross currency swap, we have eliminated any potential variability in Chesapeake's expected cash flows related to changes in foreign exchange rates and therefore the swap qualifies as a cash flow hedge. The fair value of the cross currency swap is recorded on the condensed consolidated balance sheet as a liability of $118 million at June 30, 2010. The euro–denominated debt in notes payable has been adjusted to $738 million at June 30, 2010 using an exchange rate of $1.2291 to €1.00.

Additional Disclosures Regarding Derivative Instruments and Hedging Activities

In accordance with accounting guidance for derivatives and hedging, to the extent that a legal right of set–off exists, Chesapeake nets the value of its derivative arrangements with the same counterparty in the accompanying condensed consolidated balance sheets. Derivative instruments reflected as current in the condensed consolidated balance sheet represent the estimated fair value of derivatives scheduled to settle over the next twelve months based on market prices/rates as of the balance sheet date. The derivative settlement amounts are not due until the month in which the related underlying hedged transaction occurs. Cash settlements of our derivative arrangements are generally classified as operating cash flows unless the derivative contains a significant financing element at contract inception, in which case, all cash settlements are classified as financing cash flows in the accompanying condensed consolidated statements of cash flows.

The following table sets forth the fair value of each classification of derivative instrument as of June 30, 2010 and December 31, 2009, on a gross basis without regard to same–counterparty netting:

	Balance Sheet Location	Fair Value June 30, 2010	Fair Value December 31, 2009
		($ in millions)	
ASSET DERIVATIVES:			
Derivatives designated as hedging instruments:			
Commodity contracts	Short–term derivative instruments	$ 454	$ 417
Commodity contracts	Long–term derivative instruments	57	36
Foreign currency contracts	Long–term derivative instruments	—	43
Total		511	496
Derivatives not designated as hedging instruments:			
Commodity contracts	Short–term derivative instruments	568	318
Commodity contracts	Long–term derivative instruments	200	66
Interest rate contracts	Long–term derivative instruments	18	—
Total		786	384
LIABILITY DERIVATIVES:			
Derivatives designated as hedging instruments:			
Commodity contracts	Short–term derivative instruments	—	(1)
Interest rate contracts	Long–term derivative instruments	—	(11)
Foreign currency contracts	Long–term derivative instruments	(118)	—
Total		(118)	(12)
Derivatives not designated as hedging instruments:			
Commodity contracts	Short–term derivative instruments	(57)	(42)
Commodity contracts	Long–term derivative instruments	(1,075)	(768)
Interest rate contracts	Short–term derivative instruments	(17)	(27)
Interest rate contracts	Long–term derivative instruments	(44)	(94)
Total		(1,193)	(931)
Total derivative instruments		$ (14)	$ (63)

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

A consolidated summary of the effect of derivative instruments on the condensed consolidated statements of operations for the Current Quarter, the Prior Quarter, the Current Period and the Prior Period is provided below, separating fair value, cash flow and non−qualifying derivatives.

The following table presents the gain (loss) recognized in net income (loss) for instruments designated as fair value derivatives ($ in millions):

		Three Months Ended June 30,		Six Months Ended June 30,	
Fair Value Derivatives	**Location of Gain (Loss)**	**2010**	**2009**	**2010**	**2009**
Interest rate contracts	Interest expense[(a)]	$ 5	$ 10	$ 13	$ 18

(a) Interest expense on items hedged during the Current Quarter, the Prior Quarter, the Current Period and the Prior Period was $5 million, $20 million, $15 million and $33 million, respectively, which is included in interest expense on the condensed consolidated statements of operations.

The following table presents the pre−tax gain (loss) recognized in, and reclassified from, accumulated other comprehensive income (AOCI) and recognized in net income (loss), including any hedge ineffectiveness, for derivative instruments designated as cash flow derivatives ($ in millions):

		Three Months Ended June 30,		Six Months Ended June 30,	
Cash Flow Derivatives	**Location of Gain (Loss)**	**2010**	**2009**	**2010**	**2009**
Gain (Loss) Recognized in AOCI (Effective Portion)					
Commodity contracts	AOCI	$ (41)	$ 30	$ 364	$ 712
Foreign exchange contracts	AOCI	(41)	35	(39)	78
		$ (82)	$ 65	$ 325	$ 790
Gain (Loss) Reclassified from AOCI (Effective Portion)					
Commodity contracts	Natural gas and oil sales	$ 216	$ 317	$ 356	$ 613
		$ 216	$ 317	$ 356	$ 613
Gain (Loss) Recognized (Ineffective Portion and Amount Excluded from Effectiveness Testing) [(a)]					
Commodity contracts	Natural gas and oil sales	$ 18	$ 36	$ 48	$ 90
		$ 18	$ 36	$ 48	$ 90

(a) In the Current Quarter, the Prior Quarter, the Current Period and the Prior Period, the amount of gain (loss) recognized in net income (loss) represents ($18) million, $36 million, ($24) million and $90 million related to the ineffective portion of our cash flow derivatives and $36 million, $0, $72 million and $0, respectively, related to the amount excluded from the assessment of hedge effectiveness.

The following table presents the gain (loss) recognized in net income (loss) for instruments not qualifying as cash flow or fair value derivatives ($ in millions):

		Three Months Ended June 30,		Six Months Ended June 30,	
Non−Qualifying Derivatives	**Location of Gain (Loss)**	**2010**	**2009**	**2010**	**2009**
Commodity contracts	Natural gas and oil sales	$ (57)	$ 27	$ 486	$ 296
Interest rate contracts	Interest expense	46	37	68	81
	Total	$ (11)	$ 64	$ 554	$ 377

Concentration of Credit Risk

A significant portion of our credit risk is concentrated in derivative instruments that enable us to hedge a portion of our exposure to natural gas and oil prices, interest rate volatility and exchange rate exposure. These arrangements expose us to credit risk from our counterparties. To mitigate this risk, we enter into derivative contracts only with investment−grade rated counterparties deemed by management to be competent and competitive market makers, and we attempt to limit our exposure to non−performance by any single counterparty. On June 30, 2010, our derivative instruments were spread among 14 counterparties. Additionally, our multi−counterparty secured hedging facility described previously includes 13 of our counterparties which are required to secure their natural gas and oil hedging obligations in excess of defined thresholds. We use this facility for all of our commodity hedging.

Other financial instruments which potentially subject us to concentrations of credit risk consist principally of investments in equity instruments and accounts receivable. Our accounts receivable are primarily from purchasers of natural gas and oil and exploration and production companies which own interests in properties we operate. This industry concentration has the potential to impact our overall exposure to credit risk, either positively or negatively, in that our customers may be similarly affected by changes in economic, industry or other conditions. We monitor the creditworthiness of all our counterparties. We generally require letters of credit for receivables from customers which are judged to have sub−standard credit, unless the credit risk can otherwise be mitigated. During the Current Quarter, the Prior Quarter, the Current Period and the Prior Period we recognized $0, $5 million, $0 and $13 million, respectively, of bad debt expense related to potentially uncollectible receivables.

3. Contingencies and Commitments

Litigation

On February 25, 2009, a putative class action was filed in the U.S. District Court for the Southern District of New York against the company and certain of its officers and directors along with certain underwriters of the company's July 2008 common stock offering. Following the appointment of a lead plaintiff and counsel, the plaintiff filed an amended complaint on September 11, 2009 alleging that the registration statement for the offering contained material misstatements and omissions and seeking damages under Sections 11, 12 and 15 of the Securities Act of 1933 of an unspecified amount and rescission. The action was transferred to the U.S. District Court for the Western District of Oklahoma on October 13, 2009. The company has filed a motion to dismiss which has been fully briefed. A derivative action was also filed in the District Court of Oklahoma County, Oklahoma on March 10, 2009 against the company's directors and certain of its officers alleging breaches of fiduciary duties relating to the disclosure matters alleged in the securities case. The derivative action is stayed pending resolution of the motion to dismiss in the class action.

On March 26, 2009, a shareholder filed a petition in the District Court of Oklahoma County, Oklahoma seeking to compel inspection of company books and records relating to compensation of the company's CEO. On August 20, 2009, the court denied the inspection demand, dismissed the petition and entered judgment in favor of Chesapeake. The shareholder is appealing the court's ruling in the Court of Civil Appeals of the State of Oklahoma.

Three derivative actions were filed in the District Court of Oklahoma County, Oklahoma on April 28, May 7, and May 20, 2009 against the company's directors alleging breaches of fiduciary duties relating to compensation of the company's CEO and alleged insider trading, among other things, and seeking unspecified damages, equitable relief and disgorgement. These three derivative actions were consolidated and a Consolidated Derivative Shareholder Petition was filed on June 23, 2009. Chesapeake is named as a nominal defendant. Chesapeake has filed a motion to dismiss which was heard on February 1, 2010. On February 28, 2010, the court ordered that plaintiffs' claims be dismissed and granted plaintiffs leave to file an amended petition within 90 days. Plaintiffs chose not to amend and on April 9, 2010, at plaintiffs' request, the court entered an order certifying that the February 28, 2010 dismissal was a final, appealable order. Plaintiffs are appealing the dismissal. By the order of the Oklahoma Supreme Court dated June 16, 2010, the appeal was assigned to the Court of Civil Appeals.

It is inherently difficult to predict the outcome of litigation, and we are currently unable to estimate the amount of any potential liabilities associated with the foregoing cases, which are all in preliminary stages.

Chesapeake is also involved in various other lawsuits and disputes incidental to its business operations, including commercial disputes, personal injury claims, claims for underpayment of royalties, property damage claims and contract actions. With regard to the latter, various mineral or leasehold owners have filed lawsuits against us seeking specific performance to require us to acquire their oil and natural gas interests and pay acreage bonus payments, damages based on breach of contract and/or, in certain cases, punitive damages based on alleged fraud. The company has satisfactorily resolved most of the suits but a few remain pending. In one case, following trial, plaintiffs have requested reconsideration of the judgment entered in favor of Chesapeake on June 11, 2010. The company believes that it has substantial defenses to the claims made in all these cases.

The company records an associated liability when a loss is probable and the amount is reasonably estimable. Although the outcome of litigation cannot be predicted with certainty, management is of the opinion that no pending or threatened lawsuit or dispute incidental to its business operations is likely to have a material adverse effect on the company's consolidated financial position, results of operations or cash flows. The final resolution of such matters could exceed amounts accrued, however, and actual results could differ materially from management's estimates.

Employment Agreements with Officers

Chesapeake has employment agreements with its chief executive officer, chief operating officer, chief financial officer and other executive officers, which provide for annual base salaries, various benefits and eligibility for bonus compensation. The agreement with the chief executive officer has an initial term of five years which commenced in 2008 and is automatically extended for one additional year on each December 31 unless the company provides 30 days notice of non−extension. The agreement contains a cap on annual cash salary and bonus compensation at 2008 levels through 2013. In the event of termination of employment without cause, the chief executive officer's base compensation (defined as base salary plus bonus compensation received during the preceding 12 months) and benefits would continue during the remaining term of the agreement. The chief executive officer is entitled to receive a payment in the amount of three times his base compensation upon the happening of certain events following a change of control. The agreement further provides that any stock−based awards held by the chief executive officer and deferred compensation will immediately become 100% vested upon termination of employment without cause, or in the event of his incapacity, death or retirement at or after age 55. The agreements with the chief operating officer, chief financial officer and other executive officers expire on September 30, 2012. The agreements with our COO, CFO and other executive vice presidents contain a cap on annual cash salary for the three−year term of the agreement. In addition, annual cash bonuses will not exceed the sum of the individual EVP's cash bonus compensation for (a) the last half of 2008 and (b) the first half of 2009. These agreements provide for the continuation of salary for one year in the event of termination of employment without cause or death and, in the event of a change of control, a payment in the amount of two times the executive officer's base compensation. These executive officers are entitled to receive a lump sum payment equal to 26 weeks of cash salary following termination of employment as a result of incapacity. Any stock−based awards held by such executive officers will immediately become 100% vested upon termination of employment without cause, a change of control, death or retirement at or after age 55. The agreements also provide for a 2008 incentive award payable in four equal annual installments, the first of which was paid on September 30, 2009. The payment of each installment of the award is subject to the individual's continued employment on the date of payment, except that the unpaid installments of the award would be accelerated and paid in a lump sum in the event of a change of control or a termination of employment without cause, a voluntary termination by the executive due to a material breach of contract by the company, or termination due to incapacity or death.

Environmental Risk

Due to the nature of the natural gas and oil business, Chesapeake and its subsidiaries are exposed to possible environmental risks. Chesapeake has implemented various policies and procedures to avoid environmental contamination and risks from environmental contamination. Chesapeake conducts periodic reviews, on a company−wide basis, to identify changes in our environmental risk profile. These reviews evaluate whether there is a contingent liability, its amount, and the likelihood that the liability will be incurred.

The amount of any potential liability is determined by considering, among other matters, incremental direct costs of any likely remediation and the proportionate cost of employees who are expected to devote a significant amount of time directly to any possible remediation effort. We manage our exposure to environmental liabilities on properties to be acquired by identifying existing problems and assessing the potential liability. Depending on the extent of an identified environmental problem, Chesapeake may exclude a property from the acquisition, require the seller to remediate the property to our satisfaction, or agree to assume liability for the remediation of the property. Chesapeake has historically not experienced any significant environmental liability, and is not aware of any potential material environmental issues or claims at June 30, 2010.

Rig Leases

In a series of transactions in 2006, 2007 and 2008, our drilling subsidiaries sold 83 drilling rigs and related equipment for $677 million and entered into a master lease agreement under which we agreed to lease the rigs from the buyer for initial terms of seven to ten years for lease payments of approximately $93 million annually. The lease obligations are guaranteed by Chesapeake and its other material restricted subsidiaries. These transactions were recorded as sales and operating leasebacks and any related gain or loss is being amortized to service operations expense over the lease term. Under the rig leases, we can exercise an early purchase option after six or seven years or on the expiration of the lease term for a purchase price equal to the then fair market value of the rigs. Additionally, we have the option to renew the rig lease for a negotiated renewal term at a periodic lease payment equal to the fair market rental value of the rigs as determined at the time of renewal. Commitments related to rig lease payments are not recorded in the accompanying condensed consolidated balance sheets. As of June 30, 2010, the minimum aggregate undiscounted future rig lease payments were approximately $476 million.

Compressor Leases

Through various transactions since 2007 our compression subsidiary sold 2,189 compressors, a significant portion of its compressor fleet, for $497 million and entered into a master lease agreement. The term of the agreement varies by buyer ranging from four to ten years for aggregate lease payments of approximately $73 million annually. The lease obligations are guaranteed by Chesapeake and its other material restricted subsidiaries. These transactions were recorded as sales and operating leasebacks and any related gain or loss is being amortized to marketing, gathering and compression expenses over the lease term. Under the leases, we can exercise an early purchase option or we can purchase the compressors at expiration of the lease for the fair market value at the time. In addition, we have the option to renew the lease for negotiated new terms at the expiration of the lease. Commitments related to compressor lease payments are not recorded in the accompanying condensed consolidated balance sheets. As of June 30, 2010, the minimum aggregate undiscounted future compressor lease payments were approximately $434 million.

Transportation Contracts

Chesapeake has various firm pipeline transportation service agreements with expiration dates ranging from 2010 to 2099. These commitments are not recorded in the accompanying condensed consolidated balance sheets. Under the terms of these contracts, we are obligated to pay demand charges as set forth in the transporter's Federal Energy Regulatory Commission (FERC) gas tariff. In exchange, the company receives rights to flow natural gas production through pipelines located in highly competitive markets. The aggregate undiscounted amounts of such required demand payments as of June 30, 2010 were as follows ($ in millions):

2010	$ 147
2011	350
2012	377
2013	362
2014	343
2015 – 2099	2,478
Total	$ 4,057

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

Drilling Contracts

Currently, Chesapeake has contracts with various drilling contractors to lease approximately 41 rigs with terms of six months to three years. These commitments are not recorded in the accompanying condensed consolidated balance sheets. As of June 30, 2010, the aggregate undiscounted drilling rig commitment was approximately $238 million.

Natural Gas and Oil Purchase Obligations

Our marketing segment regularly commits to purchase natural gas from other owners in our properties and such commitments typically are short−term in nature. We have also committed to purchase any natural gas and oil associated with certain volumetric production payment transactions. The purchase commitments are based on market prices at the time of production, and the purchased natural gas and oil is resold.

Minimum Volume Commitments

At June 30, 2010, we were a party to a gas gathering agreement with Chesapeake Midstream Partners, L.L.C. (see Note 9) pursuant to which we committed to deliver specified minimum volumes of natural gas from our Barnett Shale production annually through December 31, 2018 and for the six−month period ending June 30, 2019. Effective August 3, 2010, a subsidiary of Chesapeake Midstream Partners L.P. (see Note 14) became our counterparty to this agreement. At the end of the term or annually, Chesapeake will be invoiced for any shortfalls in such volume commitments at the rate specified in the agreement. Volume commitments remaining as of June 30, 2010 are as follows:

	Bcf
2010	198
2011	313
2012	325
2013	338
2014	351
After 2014	1,686
Total	3,211

In addition, Chesapeake has entered into commitments to deliver 630 bcf from July 2010 through September 2021 to third−party midstream companies.

Net Acreage Maintenance Commitments

Under the terms of our joint development agreements with our joint venture partners Statoil and Total, we are required to extend, renew or replace certain expiring joint leasehold, at our cost, to ensure that the net acreage is maintained in certain designated areas.

Table of Contents

4. Net Income Per Share

Accounting guidance for earnings per share (EPS) requires presentation of “basic” and “diluted” earnings per share on the face of the statements of operations for all entities with complex capital structures as well as a reconciliation of the numerator and denominator of the basic and diluted EPS computations.

For the Current Period, no securities were antidilutive in the calculation of diluted EPS. The following securities and associated adjustments to net income comprised of dividends and losses on conversions/exchanges were not included in the calculation of diluted EPS for the Current Quarter, the Prior Quarter and the Prior Period, as the effect was antidilutive.

	Shares (in millions)	Net Income Adjustments ($ in millions)
Three Months Ended June 30, 2010:		
Common stock equivalent of our preferred stock outstanding:		
5.75% cumulative convertible preferred stock	16	$ 6
5.75% cumulative convertible preferred stock (series A)	19	$ 8
5.00% cumulative convertible preferred stock (series 2005B)	5	$ 3
4.50% cumulative convertible preferred stock	6	$ 3
Three Months Ended June 30, 2009:		
Common stock equivalent of our preferred stock outstanding:		
5.00% cumulative convertible preferred stock (series 2005B)	5	$ 3
4.50% cumulative convertible preferred stock	6	$ 3
Six Months Ended June 30, 2009:		
Outstanding stock options	1	$ —
Unvested restricted stock	4	$ —
Common stock equivalent of our preferred stock outstanding:		
4.50% cumulative convertible preferred stock	6	$ 6
5.00% cumulative convertible preferred stock (series 2005B)	5	$ 5
Common stock equivalent of our preferred stock outstanding prior to conversion:		
6.25% mandatory convertible preferred stock	1	$ 1

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

A reconciliation of basic EPS and diluted EPS for the Current Quarter, the Prior Quarter and the Current Period is as follows:

	Income (Numerator)	Weighted Average Shares (Denominator)	Per Share Amount
	(in millions, except per share data)		
Three Months Ended June 30, 2010:			
Basic EPS	$ 235	631	$ 0.37
Effect of Dilutive Securities:			
Employee stock options	—	1	
Restricted stock	—	3	
Diluted EPS	$ 235	635	$ 0.37
Three Months Ended June 30, 2009:			
Basic EPS	$ 237	603	$ 0.39
Effect of Dilutive Securities:			
Assumed conversion as of the beginning of the period of preferred shares outstanding prior to conversion:			
Common shares assumed issued for 6.25% cumulative convertible preferred stock	—	1	
Employee stock options	—	1	
Restricted stock	—	5	
Diluted EPS	$ 237	610	$ 0.39
Six Months Ended June 30, 2010:			
Basic EPS	$ 968	630	$ 1.54
Effect of Dilutive Securities:			
Assumed conversion as of the beginning of the period of preferred shares outstanding during the period:			
Common shares assumed issued for 5.75% cumulative convertible preferred stock	6	8	
Common shares assumed issued for 5.75% cumulative convertible preferred stock (series A)	8	10	
Common shares assumed issued for 5.00% cumulative convertible preferred stock (series 2005B)	5	6	
Common shares assumed issued for 4.50% cumulative convertible preferred stock	6	6	
Employee stock options	—	1	
Restricted stock	—	4	
Diluted EPS	$ 993	665	$ 1.49

5. Stockholders' Equity, Restricted Stock and Stock Options

Common Stock

The following is a summary of the changes in our common shares issued for the six months ended June 30, 2010 and 2009:

	2010	2009
	(in thousands)	
Shares issued at January 1	648,549	607,953
Stock option exercises	316	157
Restricted stock issuances (net of forfeitures)	2,812	2,365
Convertible note exchanges	299	2,531
Preferred stock conversions/exchanges	21	1,422
Common stock issued for the purchase of proved and unproved properties	—	15,824
Shares issued at June 30	651,997	630,252

In the Current Period, we privately exchanged approximately $11 million in aggregate principal amount of our 2.25% Contingent Convertible Senior Notes due 2038 for an aggregate of 298,500 shares of our common stock valued at approximately $9 million. Through these transactions, we were able to retire this debt for common stock valued at approximately 80% of the face value of the notes. In connection with accounting guidance for debt with conversion and other options, we are required to account for the liability and equity components of our convertible debt instruments separately. Of the $11 million principal amount of convertible notes exchanged in the Current Quarter, $7 million was allocated to the debt component and the remaining $4 million was allocated to the equity conversion feature and was recorded as an adjustment to paid–in–capital. The difference between the debt component and value of the common stock exchanged in these transactions resulted in the $2 million loss, (including a nominal amount of deferred charges associated with the exchanges).

In the Prior Period, we privately exchanged approximately $85 million in aggregate principal amount of our 2.25% Contingent Convertible Senior Notes due 2038 for an aggregate of 2,530,650 shares of our common stock valued at approximately $53 million. Through these transactions, we were able to retire this debt for common stock valued at approximately 63% of the face value of the notes. Of the $85 million principal amount of convertible notes exchanged in the Prior Period, $52 million was allocated to the debt component and the remaining $33 million was allocated to the equity conversion feature and was recorded as an adjustment to paid–in–capital. The difference between the debt component and value of the common stock exchanged in these transactions resulted in the $2 million loss, (including $1 million of deferred charges associated with the exchanges that were written off).

In the Prior Period, we issued 15,823,838 shares of common stock, valued at $269 million, for the purchase of proved and unproved properties pursuant to an acquisition shelf registration statement.

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

Preferred Shares

The following is a summary of the changes in our preferred shares outstanding for the six months ended June 30, 2010 and 2009:

	5.75%	5.75%(A)	4.50%	5.00% (2005B)	5.00% (2005)	6.25%	4.125%
				($ in thousands)			
Shares outstanding at January 1, 2010	—	—	2,559	2,096	5	—	—
Preferred stock issuances	1,500	1,100	—	—	—	—	—
Conversion of preferred into common stock	—	—	—	—	(5)	—	—
Shares outstanding at June 30, 2010	1,500	1,100	2,559	2,096	—	—	—
Shares outstanding at January 1, 2009	—	—	2,559	2,096	5	144	3
Conversion of preferred into common stock	—	—	—	—	—	(144)	(3)
Shares outstanding at June 30, 2009	—	—	2,559	2,096	5	—	—

On May 17, 2010, we issued 600,000 shares of 5.75% Cumulative Convertible Non–Voting Preferred Stock, par value $0.01 per share and liquidation preference $1,000 per share, in a private placement for net proceeds of approximately $594 million. We issued an additional 900,000 shares of 5.75% Cumulative Convertible Non–Voting Preferred Stock on June 18, 2010, upon the exercise of the purchasers' option to place the additional shares, for net proceeds of approximately $877 million.

On May 17, 2010, we issued 1,100,000 shares of 5.75% Cumulative Convertible Non–Voting Preferred Stock (Series A), par value $0.01 per share and liquidation preference $1,000 per share, in a private placement for net proceeds of approximately $1.091 billion.

On May 3, 2010, we converted all 5,000 shares of our outstanding 5.00% Cumulative Convertible Preferred Stock (Series 2005) into 20,774 shares of common stock pursuant to the company's mandatory conversion rights.

On June 15, 2009, we converted all 143,768 shares of our outstanding 6.25% Mandatory Convertible Preferred Stock into 1,239,538 shares of common stock pursuant to the company's mandatory conversion rights.

On March 31, 2009, we converted all 3,033 shares of our outstanding 4.125% Cumulative Convertible Preferred Stock into 182,887 shares of common stock pursuant to the company's mandatory conversion rights.

Dividends

Dividends declared on our common stock and preferred stock are reflected as adjustments to retained earnings to the extent a surplus of retained earnings will exist after giving effect to the dividends. To the extent retained earnings are insufficient to fund the distributions, such payments constitute a return of contributed capital rather than earnings and are accounted for as a reduction to paid–in capital.

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

Stock–Based Compensation

Chesapeake's stock–based compensation programs consist of restricted stock and stock options issued to employees and non–employee directors. To the extent compensation cost relates to employees directly involved in natural gas and oil exploration and development activities, such amounts are capitalized to natural gas and oil properties. Amounts not capitalized are recognized as general and administrative expenses, production expenses, marketing, gathering and compression expenses or service operations expense. We recorded the following stock–based compensation during the Current Quarter, the Prior Quarter, the Current Period and the Prior Period:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2010	2009	2010	2009
	($ in millions)			
Natural gas and oil properties	$ 28	$ 29	$ 66	$ 58
General and administrative expenses	21	19	42	39
Production expenses	9	9	18	17
Marketing, gathering and compression expenses	4	4	9	8
Service operations expense	2	2	4	4
Total	$ 64	$ 63	$ 139	$ 126

Restricted Stock. Chesapeake regularly issues shares of restricted common stock to employees and to non–employee directors. The fair value of the awards issued is determined based on the fair market value of the shares on the date of grant. This value is amortized over the vesting period, which is generally four or five years from the date of grant for employees and three years for non–employee directors.

A summary of the changes in unvested shares of restricted stock during the Current Period is presented below:

	Number of Unvested Restricted Shares (in thousands)	Weighted–Average Grant–Date Fair Value
Unvested shares as of January 1, 2010	19,225	$ 31.89
Granted	4,354	$ 27.74
Vested	(2,719)	$ 28.32
Forfeited	(550)	$ 31.79
Unvested shares as of June 30, 2010	20,310	$ 31.48

The aggregate intrinsic value of restricted stock vested during the Current Period was approximately $70 million based on the stock price at the time of vesting.

As of June 30, 2010, there was $408 million of total unrecognized compensation cost related to unvested restricted stock. The cost is expected to be recognized over a weighted average period of 2.25 years.

The vesting of certain restricted stock grants results in state and federal income tax benefits related to the difference between the market price of the common stock at the date of vesting and the date of grant. During the Current Quarter, the Prior Quarter, the Current Period and the Prior Period, we recognized a reduction in tax benefits related to restricted stock of $1 million, $5 million, $1 million and $12 million, respectively, which were recorded as adjustments to additional paid–in capital and deferred income taxes.

Stock Options. We granted stock options prior to 2006 under several stock compensation plans. Outstanding options expire ten years from the date of grant and vested over a four–year period. All stock options outstanding are fully vested and exercisable.

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

The following table provides information related to stock option activity during the Current Period:

	Number of Shares Underlying Options	Weighted Average Exercise Price Per Share	Weighted Average Contract Life in Years	Aggregate Intrinsic Value(a)
	(in thousands)			($ in millions)
Outstanding at January 1, 2010	2,283	$ 8.36	2.75	$ 40
Exercised	(316)	$ 6.10		
Expired	—	$ —		
Outstanding at June 30, 2010	1,967	$ 8.72	2.44	$ 24
Exercisable at June 30, 2010	1,967	$ 8.72	2.44	$ 24

(a) The intrinsic value of a stock option is the amount by which the current market value or the market value upon exercise of the underlying stock exceeds the exercise price of the option.

During the Current Period, we recognized excess tax benefits related to stock options of $1 million, which was recorded as an adjustment to additional paid–in capital and deferred income taxes. Nominal amounts of excess tax benefits related to stock options were recorded as adjustments to additional paid–in capital and deferred income taxes in the Current Quarter, the Prior Quarter and the Prior Period.

6. Debt

Our total debt consisted of the following at June 30, 2010 and December 31, 2009:

	June 30, 2010	December 31, 2009
	($ in millions)	
7.5% senior notes due 2013	$ —	$ 364
7.625% senior notes due 2013	500	500
7.0% senior notes due 2014[(a)]	300	300
7.5% senior notes due 2014	—	300
6.375% senior notes due 2015[(b)]	600	600
9.5% senior notes due 2015	1,425	1,425
6.625% senior notes due 2016[(a)]	600	600
6.875% senior notes due 2016	—	670
6.25% Euro–denominated senior notes due 2017[(c)]	738	860
6.5% senior notes due 2017	1,100	1,100
6.25% senior notes due 2018[(a)]	600	600
7.25% senior notes due 2018	800	800
6.875% senior notes due 2020	500	500
2.75% contingent convertible senior notes due 2035[(d)]	451	451
2.5% contingent convertible senior notes due 2037[(d)]	1,378	1,378
2.25% contingent convertible senior notes due 2038[(d)]	752	763
Corporate revolving bank credit facility	1,371	1,892
Midstream revolving bank credit facility	150	—
Midstream joint venture revolving bank credit facility[(e)]	—	44
Discount on senior notes[(f)]	(832)	(921)
Interest rate derivatives[(g)]	68	69
Total notes payable and long–term debt	$ 10,501	$ 12,295

(a) Subsequent to June 30, 2010, we commenced a tender offer for these notes. See Note 14 for further discussion.

(b) These notes were called for redemption on June 21, 2010 and redeemed on July 22, 2010 utilizing funds from our corporate revolving credit facility.

(c) The principal amount shown is based on the dollar/euro exchange rate of $1.2291 to €1.00 and $1.4332 to €1.00 as of June 30, 2010 and December 31, 2009, respectively. See Note 2 for information on our related foreign currency derivatives.

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

(d) The holders of our contingent convertible senior notes may require us to repurchase, in cash, all or a portion of their notes at 100% of the principal amount of the notes on any of four dates that are five, ten, fifteen and twenty years before the maturity date. The notes are convertible, at the holder's option, prior to maturity under certain circumstances into cash and, if applicable, shares of our common stock using a net share settlement process. One such triggering circumstance is when the price of our common stock exceeds a threshold amount during a specified period in a fiscal quarter. Convertibility based on common stock price is measured quarter by quarter. In the second quarter of 2010, the price of our common stock was below the threshold level for each series of the contingent convertible senior notes during the specified period and, as a result, the holders do not have the option to convert their notes into cash and common stock in the third quarter of 2010 under this provision. The notes are also convertible, at the holder's option, during specified five–day periods if the trading price of the notes is below certain levels determined by reference to the trading price of our common stock. In general, upon conversion of a contingent convertible senior note, the holder will receive cash equal to the principal amount of the note and common stock for the note's conversion value in excess of such principal amount. We will pay contingent interest on the convertible senior notes after they have been outstanding at least ten years, under certain conditions. We may redeem the convertible senior notes once they have been outstanding for ten years at a redemption price of 100% of the principal amount of the notes, payable in cash. The optional repurchase dates, the common stock price conversion threshold amounts and the ending date of the first six–month period contingent interest may be payable for the contingent convertible senior notes are as follows:

Contingent Convertible Senior Notes	Repurchase Dates	Common Stock Price Conversion Thresholds	Contingent Interest First Payable (if applicable)
2.75% due 2035	November 15, 2015, 2020, 2025, 2030	$ 48.71	May 14, 2016
2.5% due 2037	May 15, 2017, 2022, 2027, 2032	$ 64.26	November 14, 2017
2.25% due 2038	December 15, 2018, 2023, 2028, 2033	$ 107.36	June 14, 2019

(e) Effective January 1, 2010, our midstream joint venture was no longer consolidated in accordance with the new authoritative guidance. See Note 1 for further details.

(f) Included in this discount is $751 million at June 30, 2010 and $794 million at December 31, 2009 associated with the equity component of our contingent convertible senior notes.

(g) See Note 2 for discussion related to these instruments.

Senior Notes

Our senior notes are unsecured senior obligations of Chesapeake and rank equally in right of payment with all of our other existing and future senior indebtedness and rank senior in right of payment to all of our future subordinated indebtedness. Chesapeake is a holding company and owns no operating assets and has no significant operations independent of its subsidiaries. Our senior note obligations are guaranteed by certain of our wholly owned subsidiaries. See Note 12 for condensed consolidating financial information regarding our guarantor and non–guarantor subsidiaries. We may redeem the senior notes, other than the contingent convertible senior notes, at any time at specified make–whole or redemption prices. Senior notes issued before July 2005 are governed by indentures containing covenants that limit our ability and our restricted subsidiaries' ability to incur additional indebtedness; pay dividends on our capital stock or redeem, repurchase or retire our capital stock or subordinated indebtedness; make investments and other restricted payments; incur liens; enter into sale/leaseback transactions; create restrictions on the payment of dividends or other amounts to us from our restricted subsidiaries; engage in transactions with affiliates; sell assets; and consolidate, merge or transfer assets. Senior notes issued after June 2005 are governed by indentures containing covenants that limit our ability and our subsidiaries' ability to incur certain secured indebtedness; enter into sale/leaseback transactions; and consolidate, merge or transfer assets.

We are required to account for the liability and equity components of our convertible debt instruments separately and to reflect interest expense at the interest rate of similar nonconvertible debt at the time of issuance. These rates for our 2.75% Contingent Convertible Senior Notes due 2035, our 2.5% Contingent Convertible Senior Notes due 2037 and our 2.25% Contingent Convertible Senior Notes due 2038 are 6.86%, 8.0% and 8.0%, respectively.

On June 21, 2010, we redeemed in whole for an aggregate redemption price of approximately $1.366 billion, plus accrued interest, approximately $364 million in principal amount of our outstanding 7.50% Senior Notes due 2013, $300 million in principal amount of our 7.50% Senior Notes due 2014 and approximately $670 million in principal amount of our 6.875% Senior Notes due 2016. Associated with the redemptions, we recognized a loss of $69 million in the Current Period.

On June 21, 2010, we called for redemption in whole for a redemption price of approximately $619 million, plus accrued interest, $600 million in principal amount of our 6.375% Senior Notes due 2015. This redemption occurred on July 22, 2010.

During the Current Period, holders of our 2.25% Contingent Convertible Senior Notes due 2038 exchanged approximately $11 million in aggregate principal amount for an aggregate of 298,500 shares of our common stock in privately negotiated exchanges. Associated with these exchanges, we recognized a loss of $2 million in the Current Period.

No scheduled principal payments are required under our senior notes until 2013 when $500 million is due.

Bank Credit Facilities

We utilize two bank credit facilities, described below, as sources of liquidity.

	Corporate Credit Facility(a)	Midstream Credit Facility(b)
	($ in millions)	
Borrowing capacity	$ 3,500	$ 250
Maturity date	November 2012	September 2012
Facility structure	Senior secured revolving	Senior secured revolving
Amount outstanding as of June 30, 2010	$ 1,371	$ 150
Letters of credit outstanding as of June 30, 2010	$ 14	$ —

(a) Borrowers are Chesapeake Exploration, L.L.C. and Chesapeake Appalachia, L.L.C.

(b) Borrower is Chesapeake Midstream Operating, L.L.C., a wholly owned subsidiary of Chesapeake Midstream Development, L.P. Certain terms of the credit agreement for this facility were amended on August 2, 2010. See Note 14.

Our credit facilities do not contain material adverse change or adequate assurance covenants. Although the applicable interest rates under our corporate credit facility fluctuate slightly based on our long–term senior unsecured credit ratings, none of our credit facilities contain provisions which would trigger an acceleration of amounts due under the facilities or a requirement to post additional collateral in the event of a downgrade of our credit ratings.

Corporate Credit Facility

Our $3.5 billion syndicated revolving bank credit facility is used for general corporate purposes. Borrowings under the facility are secured by natural gas and oil proved reserves and bear interest at our option at either (i) the greater of the reference rate of Union Bank, N.A. or the federal funds effective rate plus 0.50%, both of which are subject to a margin that varies from 0.00% to 0.75% per annum according to our senior unsecured long–term debt ratings, or (ii) the London Interbank Offered Rate (LIBOR), plus a margin that varies from 1.50% to 2.25% per annum according to our senior unsecured long–term debt ratings. The collateral value and borrowing base are determined periodically. The unused portion of the facility is subject to a commitment fee of 0.50%. Interest is payable quarterly or, if LIBOR applies, it may be payable at more frequent intervals.

The credit facility agreement contains various covenants and restrictive provisions which limit our ability to incur additional indebtedness, make investments or loans and create liens. It was amended during the Current Quarter to, among other things, bring in additional lenders to replace Lehman Brothers' unfunded commitment. The credit facility agreement requires us to maintain an indebtedness (excluding discount on senior notes) to total capitalization ratio (as defined) not to exceed 0.70 to 1 and an indebtedness to EBITDA ratio (as defined) not to exceed 3.75 to 1. As defined by the credit facility agreement, our

indebtedness to total capitalization ratio was 0.35 to 1 and our indebtedness to EBITDA ratio was 2.64 to 1 at June 30, 2010. If we should fail to perform our obligations under these and other covenants, the revolving credit commitment could be terminated and any outstanding borrowings under the facility could be declared immediately due and payable. Such acceleration, if involving a principal amount of $10 million ($50 million in the case of our senior notes issued after 2004), would constitute an event of default under our senior note indentures, which could in turn result in the acceleration of a significant portion of our senior note indebtedness. The credit facility agreement also has cross default provisions that apply to other indebtedness of Chesapeake and its restricted subsidiaries with an outstanding principal amount in excess of $75 million.

The facility is fully and unconditionally guaranteed, on a joint and several basis, by Chesapeake and all of our other wholly owned restricted subsidiaries.

Midstream Credit Facility

Our $250 million midstream syndicated revolving bank credit facility is used to fund capital expenditures to build natural gas gathering and other systems for our drilling program and for general corporate purposes associated with our midstream operations. Borrowings under the midstream credit facility are secured by all of the assets of the wholly owned subsidiaries (the restricted subsidiaries) of Chesapeake Midstream Development, L.P. (CMD), itself a wholly owned subsidiary of Chesapeake, and bear interest at our option at either (i) the greater of the reference rate of Wells Fargo Bank, National Association, the federal funds effective rate plus 0.50%, and the one−month LIBOR plus 1.00%, all of which are subject to a margin that varies from 2.00% to 2.75% per annum according to the most recent indebtedness to EBITDA ratio (as defined) or (ii) the LIBOR plus a margin that varies from 3.00% to 3.75% per annum according to the most recent indebtedness to EBITDA ratio (as defined). The unused portion of the facility is subject to a commitment fee of 0.50% per annum according to the most recent indebtedness to EBITDA ratio (as defined). Interest is payable quarterly or, if LIBOR applies, it may be payable at more frequent intervals.

The midstream credit facility agreement contains various covenants and restrictive provisions which limit the ability of CMD and its restricted subsidiaries to incur additional indebtedness, make investments or loans and create liens. The credit facility agreement requires maintenance of an indebtedness to EBITDA ratio (as defined) not to exceed 3.50 to 1, and an EBITDA (as defined) to interest expense coverage ratio of not less than 3.00 to 1. As defined by the credit facility agreement, our indebtedness to EBITDA ratio was 1.03 to 1 and our EBITDA to interest expense coverage ratio was 19.77 to 1 at June 30, 2010. If CMD or its restricted subsidiaries should fail to perform their obligations under these and other covenants, the revolving credit commitment could be terminated and any outstanding borrowings under the facility could be declared immediately due and payable. The midstream credit facility agreement also has cross default provisions that apply to other indebtedness CMD and its restricted subsidiaries may have with an outstanding principal amount in excess of $15 million.

Other Financings

In 2009, we financed 113 real estate surface assets in the Barnett Shale area for approximately $145 million and entered into a 40−year master lease agreement under which we agreed to lease the sites for approximately $15 million to $27 million annually. This lease transaction was recorded as a financing lease and the cash received was recorded with an offsetting long−term liability on the condensed consolidated balance sheet. Chesapeake exercised its option to repurchase two of the assets in the Current Period. As of June 30, 2010, 111 assets were leased and the minimum aggregate undiscounted future lease payments were approximately $836 million.

In 2009, we financed our regional Barnett Shale headquarters building in Fort Worth, Texas for net proceeds of approximately $54 million with a five−year term loan which has a floating rate of prime plus 275 basis points. At our option, we may prepay in full without penalty beginning in year four. The payment obligation is guaranteed by Chesapeake.

7. Segment Information

In accordance with accounting guidance for disclosures about segments of an enterprise and related information, we have two reportable operating segments. Our exploration and production operational segment and natural gas and oil midstream segment are managed separately because of the nature of their products and services. The exploration and production segment is responsible for finding and producing natural gas and oil. The midstream segment is responsible for marketing, gathering and compression of natural gas and oil primarily from Chesapeake–operated wells. We also have drilling rig and trucking operations which are responsible for providing drilling rigs primarily used on Chesapeake–operated wells and trucking services utilized in the transportation of drilling rigs on both Chesapeake–operated wells and wells operated by third parties. Our drilling rig and trucking service operations are presented in "Other Operations" in the table below.

Management evaluates the performance of our segments based upon income (loss) before income taxes. Revenues from the midstream segment's sale of natural gas and oil related to Chesapeake's ownership interests are reflected as exploration and production revenues. Such amounts totaled $926 million, $622 million, $1.933 billion and $1.293 billion for the Current Quarter, the Prior Quarter, the Current Period and the Prior Period. The following table presents selected financial information for Chesapeake's operating segments.

	Exploration and Production	Midstream	Other Operations	Intercompany Eliminations	Consolidated Total
			($ in millions)		
Three Months Ended June 30, 2010:					
Revenues	$ 1,161	$ 1,719	$ 181	$ (1,049)	$ 2,012
Intersegment revenues	—	(926)	(123)	1,049	—
Total revenues	$ 1,161	$ 793	$ 58	$ —	$ 2,012
Income (loss) before income taxes	$ 403	$ 23	$ (14)	$ 2	$ 414
Three Months Ended June 30, 2009:					
Revenues	$ 1,097	$ 1,154	$ 115	$ (693)	$ 1,673
Intersegment revenues	—	(622)	(71)	693	—
Total revenues	$ 1,097	$ 532	$ 44	$ —	$ 1,673
Income (loss) before income taxes	$ 408	$ 11	$ (14)	$ (17)	$ 388
Six Months Ended June 30, 2010:					
Revenues	$ 3,059	$ 3,570	$ 351	$ (2,170)	$ 4,810
Intersegment revenues	—	(1,933)	(237)	2,170	—
Total revenues	$ 3,059	$ 1,637	$ 114	$ —	$ 4,810
Income (loss) before income taxes	$ 1,579	$ 55	$ (25)	$ 5	$ 1,614
Six Months Ended June 30, 2009:					
Revenues	$ 2,494	$ 2,377	$ 269	$ (1,472)	$ 3,668
Intersegment revenues	—	(1,293)	(179)	1,472	—
Total revenues	$ 2,494	$ 1,084	$ 90	$ —	$ 3,668
Income (loss) before income taxes	$ (8,785)	$ 29	$ (34)	$ (6)	$ (8,796)
As of June 30, 2010:					
Total assets	$ 28,963	$ 3,180	$ 703	$ (677)	$ 32,169
As of December 31, 2009:					
Total assets	$ 25,637	$ 4,323	$ 660	$ (706)	$ 29,914

8. Divestitures

Joint Ventures

In January 2010, Chesapeake and Total E&P USA, Inc., a wholly owned subsidiary of Total S.A. (NYSE: TOT, FP: FP) (Total), closed a $2.25 billion Barnett Shale joint venture transaction, whereby Total acquired a 25% interest in our upstream Barnett Shale assets. Total paid us approximately $800 million in cash at closing and will pay an additional $1.45 billion over time by funding 60% of our share of future drilling and completion expenditures. We expect this drilling carry to be fully utilized by year−end 2012.

During the Current Period, as part of our joint venture agreements with Statoil and Plains Exploration & Production Company, we sold an interest in additional leasehold in the Marcellus and Haynesville shale plays for approximately $320 million.

For accounting purposes, cash proceeds from these transactions were reflected as a reduction of natural gas and oil properties with no gain or loss recognized.

During the Current Period, we received the benefit of approximately $534 million in drilling carries associated with the Barnett ($299 million) and Marcellus ($235 million) joint ventures. In the Prior Period, we received the benefit of approximately $580 million in drilling carries associated with the Fayetteville ($337 million), the Haynesville ($204 million) and the Marcellus ($39 million) joint ventures.

Volumetric Production Payment

On February 5, 2010, we sold certain Chesapeake−operated long−lived producing assets in East Texas and the Texas Gulf Coast in our sixth volumetric production payment (VPP) transaction for net proceeds of approximately $180 million, or $3.95 per mcfe.

On June 14, 2010, we sold certain Chesapeake−operated long−lived producing assets in the Permian Basin in our seventh VPP transaction for proceeds of approximately $335 million, or $8.73 per mcfe.

For accounting purposes, cash proceeds from these transactions were reflected as a reduction of natural gas and oil properties with no gain or loss recognized and our proved reserves were reduced accordingly.

Other Divestitures

In the Current Quarter, we sold producing properties and gathering systems in Virginia and in the Permian Basin for proceeds of approximately $330 million.

9. Investments

At June 30, 2010, investments accounted for under the equity method totaled $1.021 billion and investments accounted for under the cost method totaled $26 million. Following is a summary of our investments:

	Approximate % Owned	Accounting Method	Carrying Value June 30, 2010	Carrying Value December 31, 2009
			($ in millions)	
Chesapeake Midstream Partners, L.L.C.	50%	Equity	$ 559	$ —
Private oilfield services company	25%	Equity	333	239
Chaparral Energy, Inc.	21%	Equity	103	103
Gastar Exploration Ltd.	14%	Cost	24	32
Other	—	Cost/Equity	28	30
			$ 1,047	$ 404

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

Chesapeake Midstream Partners, L.L.C. On September 30, 2009, we formed a joint venture with Global Infrastructure Partners (GIP), a New York−based private equity fund, to own and operate natural gas midstream assets. As part of the transaction, Chesapeake contributed certain natural gas gathering and processing assets to a new joint venture entity, Chesapeake Midstream Partners, L.L.C. (CMP), and GIP purchased a 50% interest in CMP. The assets we contributed to the joint venture were substantially all of our midstream assets in the Barnett Shale and also the majority of our non−shale midstream assets in the Arkoma, Anadarko, Delaware and Permian Basins. During the fourth quarter of 2009, CMP was consolidated within our financial statements. Effective January 1, 2010, in accordance with new authoritative guidance for variable interest entities, we no longer consolidate our midstream joint venture. Because we share control 50/50 with GIP, our midstream joint venture is now accounted for under the equity method. Adoption of this new guidance resulted in an after−tax cumulative effect charge to retained earnings of $142 million, which is reflected in our condensed consolidated statement of equity for the six months ended June 30, 2010. This charge reflects the difference between the carrying value of our initial investment in the joint venture, which was recorded at carryover basis as an entity under common control, and the fair value of our equity in the joint venture as of the formation date. In May 2010, we received a $75 million cash distribution from the joint venture. The carrying value of our investment in the joint venture is less than our underlying equity in net assets by approximately $286 million as of June 30, 2010. This difference is being accreted over 20 years.

Private oilfield services company. The carrying value of our investment in a private oilfield services company is in excess of our underlying equity in net assets by approximately $157 million as of June 30, 2010. This excess amount is attributed to certain intangibles associated with the specialty services provided by the private oilfield services company and is being amortized over the estimated life of the intangibles.

Chaparral Energy, Inc. The carrying value of our investment in Chaparral is in excess of our underlying equity in net assets by approximately $38 million as of June 30, 2010. This excess is attributed to the natural gas and oil reserves held by Chaparral and is being amortized over the estimated life of these reserves based on a unit of production rate.

10. Restructuring

In the Prior Period, we restructured our Charleston, West Virginia−based Eastern Division from a regional corporate headquarters to a regional field office consistent with the business model the company uses elsewhere in the country. As a result, we consolidated the management of our Eastern Division land, legal, accounting, information technology, geoscience and engineering departments into our corporate offices in Oklahoma City. The costs of the reorganization include termination benefits, consolidating or closing facilities and relocating employees. In addition, we had certain other workforce reductions that resulted in termination benefits. A summary of Chesapeake's restructuring cost is presented below ($ in millions):

	Six Months Ended June 30, 2009
Termination and relocation costs	$ 22
Acceleration of restricted stock awards	9
Other associated costs	3
Total Restructuring Costs	$ 34

11. Fair Value Measurements

Certain financial instruments are reported at fair value on the condensed consolidated balance sheets. Under fair value measurement accounting guidance, fair value is defined as the amount that would be received from the sale of an asset or paid for the transfer of a liability in an orderly transaction between market participants, i.e., an exit price. To estimate an exit price, a three–level hierarchy is used. The fair value hierarchy prioritizes the inputs, which refer broadly to assumptions market participants would use in pricing an asset or a liability, into three levels. Level 1 inputs are unadjusted quoted prices in active markets for identical assets and liabilities and have the highest priority. Level 2 inputs are inputs other than quoted prices within Level 1 that are observable for the asset or liability, either directly or indirectly. Level 3 inputs are unobservable inputs for the financial asset or liability and have the lowest priority. Chesapeake uses a market valuation approach based on available inputs, which may or may not be observable in the market, to measure the fair values of its assets and liabilities.

The following table provides fair value measurement information for financial assets (liabilities) measured at fair value on a recurring basis as of June 30, 2010 ($ in millions):

	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value
Financial Assets (Liabilities):				
Cash equivalents	$ 601	$ —	$ —	$ 601
Investments	24	—	—	24
Other long–term assets	36	—	—	36
Long–term debt	—	—	(738)	(738)
Other long–term liabilities	(36)	—	—	(36)
Derivatives:				
Commodity assets	—	1,177	102	1,279
Commodity liabilities	—	—	(1,132)	(1,132)
Interest rate assets	—	—	18	18
Interest rate liabilities	—	—	(61)	(61)
Foreign currency liabilities	—	—	(118)	(118)
Total derivatives	—	1,177	(1,191)	(14)
Total	$ 625	$ 1,177	$ (1,929)	$ (127)

The following table provides fair value measurement information for financial assets (liabilities) measured at fair value on a recurring basis as of December 31, 2009 ($ in millions):

	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value
Financial Assets (Liabilities):				
Cash equivalents	$ 307	$ —	$ —	$ 307
Investments	32	—	—	32
Other long–term assets	34	—	—	34
Long–term debt	—	—	(1,398)	(1,398)
Other long–term liabilities	(34)	—	—	(34)
Derivatives:				
Commodity assets	—	693	143	836
Commodity liabilities	—	(1)	(809)	(810)
Interest rate liabilities	—	—	(132)	(132)
Foreign currency assets	—	—	43	43
Total derivatives	—	692	(755)	(63)
Total	$ 339	$ 692	$ (2,153)	$ (1,122)

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

The following methods and assumptions were used to estimate the fair values of the assets and liabilities in the table above.

Cash Equivalents. The fair value of cash equivalents is based on quoted market prices.

Investments. The fair value of Chesapeake's investment in Gastar Exploration Ltd. common stock is based on a quoted market price.

Other Long–Term Assets and Liabilities. The fair value of other long–term assets and liabilities, consisting of obligations under our Deferred Compensation Plan, is based on quoted market prices.

Derivatives. The fair values of our commodity derivatives are based on a third–party pricing model which utilizes inputs that are either readily available in the public market, such as natural gas and oil forward curves and discount rates, or can be corroborated from active markets or broker quotes. These values are then compared to the values given by our counterparties for reasonableness. Since the commodity swaps do not have options and therefore no unobservable inputs, they are classified as Level 2. All other commodity derivatives have some level of unobservable input, such as volatility curves, and are therefore classified as Level 3. For interest rate and foreign currency derivatives, we use the fair value estimates provided by our respective counterparties, which are classified as Level 3 inputs. These values are reviewed internally for reasonableness using future interest rate curves and time to maturity. Derivatives are also subject to the risk that counterparties will be unable to meet their obligations. We factor in the non–performance risk in the valuation of our derivatives using current published credit default swaps rates. To date this has not had a material impact on the values of our derivatives.

Debt. The fair value of certain of our long–term debt is based on the face amount of that debt along with the value of the related interest rate swaps.

A summary of the changes in Chesapeake's assets (liabilities) classified as Level 3 measurements during the Current Period and the Prior Period is presented below ($ in millions):

	Derivatives			
	Commodity	Interest Rate	Foreign Currency	Debt
Balance of Level 3 as of January 1, 2010	$ (666)	$ (132)	$ 43	$(1,398)
Total gains (losses) (realized/unrealized):				
Included in earnings (realized)[a]	214	(5)	—	—
Included in earnings or change in net assets (unrealized)[a]	(453)	88	(122)	110
Included in other comprehensive income (loss)	(10)	—	(39)	—
Purchases, issuances and settlements	(115)	6	—	550[b]
Transfers in and out of Level 3	—	—	—	—
Balance of Level 3 as of June 30, 2010	$ (1,030)	$ (43)	$ (118)	$ (738)
Balance of Level 3 as of January 1, 2009	$ 431	$ (63)	$ (76)	$(1,470)
Total gains (losses) (realized/unrealized):				
Included in earnings (realized)[a]	459	12	—	—
Included in earnings or change in net assets (unrealized)[a]	(148)	87	6	(59)
Included in other comprehensive income (loss)	93	—	77	—
Purchases, issuances and settlements	(571)	(179)	—	(1,000)[b]
Transfers in and out of Level 3	—	—	—	—
Balance of Level 3 as of June 30, 2009	$ 264	$ (143)	$ 7	$(2,529)

(a) Amounts related to commodity derivatives are included in Natural Gas and Oil Sales, and amounts related to interest rate and foreign currency derivatives and debt are included in Interest Expense.

(b) Amount represents a(n) (increase)/decrease in debt recorded at fair value as a result of new or terminated interest rate swaps.

Table of Contents

Fair Value of Other Financial Instruments

The following disclosure of the estimated fair value of financial instruments is made in accordance with accounting guidance for financial instruments. We have determined the estimated fair values by using available market information and valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value. The use of different market assumptions or valuation methodologies may have a material effect on the estimated fair value amounts.

The carrying values of financial instruments comprising current assets and current liabilities approximate fair values due to the short–term maturities of these instruments. We estimate the fair value of our long–term debt and our convertible preferred stock primarily using quoted market prices. Fair value is compared to the carrying value, excluding the impact of interest rate derivatives, in the table below.

	June 30, 2010		December 31, 2009	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
	($ in millions)			
Long–term debt	$ 10,433	$ 10,853	$ 12,226	$ 12,824
Convertible preferred stock	$ 3,065	$ 2,980	$ 466	$ 401

Table of Contents

12. Condensed Consolidating Financial Information

Chesapeake Energy Corporation is a holding company and owns no operating assets and has no significant operations independent of its subsidiaries. Our obligations under our outstanding senior notes and contingent convertible notes listed in Note 6 are fully and unconditionally guaranteed, jointly and severally, by certain of our wholly owned subsidiaries on a senior unsecured basis. Our midstream subsidiary, CMD, is not a guarantor and is subject to covenants in the midstream revolving credit facility referred to in Note 6 that restricts it from paying dividends or distributions or making loans to Chesapeake.

Set forth below are condensed consolidating financial statements for Chesapeake Energy Corporation (the "parent") on a stand–alone, unconsolidated basis, and its combined guarantor and combined non–guarantor subsidiaries as of June 30, 2010 and December 31, 2009 and for the three and six months ended June 30, 2010 and 2009. The financial information may not necessarily be indicative of results of operations, cash flows or financial position had the subsidiaries operated as independent entities.

CONDENSED CONSOLIDATING BALANCE SHEET
AS OF JUNE 30, 2010
($ in millions)

	Parent	Guarantor Subsidiaries	Non–Guarantor Subsidiaries	Eliminations	Consolidated
CURRENT ASSETS:					
Cash and cash equivalents	$ —	$ 601	$ —	$ —	$ 601
Other	3	2,311	193	(90)	2,417
Total Current Assets	3	2,912	193	(90)	3,018
PROPERTY AND EQUIPMENT:					
Natural gas and oil properties, at cost based on full–cost accounting	—	23,173	223	—	23,396
Other property and equipment, net	—	2,973	1,461	—	4,434
Total Property and Equipment	—	26,146	1,684	—	27,830
Other assets	158	599	564	—	1,321
Investments in subsidiaries and intercompany advance	694	64	—	(758)	—
TOTAL ASSETS	$ 855	$ 29,721	$ 2,441	$ (848)	$ 32,169
CURRENT LIABILITIES:					
Current liabilities	$ 353	$ 3,279	$ 113	$ (90)	$ 3,655
Intercompany payable (receivable) from parent	(23,744)	21,498	2,145	101	—
Total Current Liabilities	(23,391)	24,777	2,258	11	3,655
LONG–TERM LIABILITIES:					
Long–term debt, net	8,980	1,371	150	—	10,501
Deferred income tax liabilities	428	1,250	(31)	(101)	1,546
Other liabilities	23	1,629	—	—	1,652
Total Long–Term Liabilities	9,431	4,250	119	(101)	13,699
EQUITY:					
Chesapeake stockholders' equity	14,815	694	64	(758)	14,815
Noncontrolling interest	—	—	—	—	—
Total Equity	14,815	694	64	(758)	14,815
TOTAL LIABILITIES AND EQUITY	$ 855	$ 29,721	$ 2,441	$ (848)	$ 32,169

Table of Contents

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

CONDENSED CONSOLIDATING BALANCE SHEET
AS OF DECEMBER 31, 2009
($ in millions)

	Parent	Guarantor Subsidiaries	Non–Guarantor Subsidiaries	Eliminations	Consolidated
CURRENT ASSETS:					
Cash and cash equivalents	$ —	$ 293	$ 14	$ —	$ 307
Other	27	2,031	166	(85)	2,139
Total Current Assets	27	2,324	180	(85)	2,446
PROPERTY AND EQUIPMENT:					
Natural gas and oil properties, at cost based on full–cost accounting	—	20,788	4	—	20,792
Other property and equipment, net	—	2,903	3,015	—	5,918
Total Property and Equipment	—	23,691	3,019	—	26,710
Other assets	197	540	21	—	758
Investments in subsidiaries and intercompany advance	3,029	222	—	(3,251)	—
TOTAL ASSETS	$ 3,253	$ 26,777	$ 3,220	$ (3,336)	$ 29,914
CURRENT LIABILITIES:					
Current liabilities	$ 277	$ 2,261	$ 235	$ (85)	$ 2,688
Intercompany payable (receivable) from parent	(19,388)	17,508	1,793	87	—
Total Current Liabilities	(19,111)	19,769	2,028	2	2,688
LONG–TERM LIABILITIES:					
Long–term debt, net	10,359	1,892	44	—	12,295
Deferred income tax liabilities	393	727	26	(87)	1,059
Other liabilities	168	1,360	3	—	1,531
Total Long–Term Liabilities	10,920	3,979	73	(87)	14,885
EQUITY:					
Chesapeake stockholders' equity	11,444	3,029	222	(3,251)	11,444
Noncontrolling interest	—	—	897	—	897
Total Equity	11,444	3,029	1,119	(3,251)	12,341
TOTAL LIABILITIES AND EQUITY	$ 3,253	$ 26,777	$ 3,220	$ (3,336)	$ 29,914

Table of Contents

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

CONDENSED CONSOLIDATING STATEMENT OF OPERATIONS
THREE MONTHS ENDED JUNE 30, 2010
($ in millions)

	Parent	Guarantor Subsidiaries	Non–Guarantor Subsidiaries	Eliminations	Consolidated
REVENUES:					
Natural gas and oil sales	$ —	$ 1,161	$ —	$ —	$ 1,161
Marketing, gathering and compression sales	—	768	62	(37)	793
Service operations revenue	—	58	—	—	58
Total Revenues	—	1,987	62	(37)	2,012
OPERATING COSTS:					
Production expenses	—	213	—	—	213
Production taxes	—	37	—	—	37
General and administrative expenses	—	99	7	—	106
Marketing, gathering and compression expenses	—	751	32	(20)	763
Service operations expense	—	53	—	—	53
Natural gas and oil depreciation, depletion and amortization	—	340	—	—	340
Depreciation and amortization of other assets	—	41	12	—	53
Total Operating Costs	—	1,534	51	(20)	1,565
INCOME (LOSS) FROM OPERATIONS	—	453	11	(17)	447
OTHER INCOME (EXPENSE):					
Interest (expense) income	(140)	(33)	(1)	190	16
Loss on redemptions or exchanges of Chesapeake debt	(69)	—	—	—	(69)
Other income (expense)	190	7	13	(190)	20
Equity in net earnings of subsidiary	267	14	—	(281)	—
Total Other Income (Expense)	248	(12)	12	(281)	(33)
INCOME (LOSS) BEFORE INCOME TAXES	248	441	23	(298)	414
INCOME TAX EXPENSE (BENEFIT)	(7)	164	9	(7)	159
NET INCOME (LOSS)	255	277	14	(291)	255
Net income (loss)attributable to noncontrolling interest	—	—	—	—	—
NET INCOME (LOSS) ATTRIBUTABLE TO CHESAPEAKE	$ 255	$ 277	$ 14	$ (291)	$ 255

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

CONDENSED CONSOLIDATING STATEMENT OF OPERATIONS
THREE MONTHS ENDED JUNE 30, 2009
($ in millions)

	Parent	Guarantor Subsidiaries	Non–Guarantor Subsidiaries	Eliminations	Consolidated
REVENUES:					
Natural gas and oil sales	$ —	$ 1,097	$ —	$ —	$ 1,097
Marketing, gathering and compression sales	—	467	118	(53)	532
Service operations revenue	—	44	—	—	44
Total Revenues	—	1,608	118	(53)	1,673
OPERATING COSTS:					
Production expenses	—	213	—	—	213
Production taxes	—	24	—	—	24
General and administrative expenses	—	68	6	—	74
Marketing, gathering and compression expenses	—	450	46	4	500
Service operations expense	—	46	—	—	46
Natural gas and oil depreciation, depletion and amortization	—	295	—	—	295
Depreciation and amortization of other assets	—	36	22	—	58
Impairment of natural gas and oil properties and other assets	—	(4)	9	—	5
Restructuring costs	—	34	—	—	34
Total Operating Costs	—	1,162	83	4	1,249
INCOME (LOSS) FROM OPERATIONS	—	446	35	(57)	424
OTHER INCOME (EXPENSE):					
Interest (expense) income	(159)	(36)	(2)	175	(22)
Impairment of investments	—	(10)	—	—	(10)
Loss on redemptions or exchanges of Chesapeake debt	(2)	—	—	—	(2)
Other income (expense)	175	(1)	(1)	(175)	(2)
Equity in net earnings of subsidiary	235	(16)	—	(219)	—
Total Other Income (Expense)	249	(63)	(3)	(219)	(36)
INCOME (LOSS) BEFORE INCOME TAXES	249	383	32	(276)	388
INCOME TAX EXPENSE (BENEFIT)	6	150	12	(23)	145
NET INCOME (LOSS)	243	233	20	(253)	243
Net income (loss) attributable to noncontrolling interest	—	—	—	—	—
NET INCOME (LOSS) ATTRIBUTABLE TO CHESAPEAKE	$ 243	$ 233	$ 20	$ (253)	$ 243

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

CONDENSED CONSOLIDATING STATEMENT OF OPERATIONS
SIX MONTHS ENDED JUNE 30, 2010
($ in millions)

	Parent	Guarantor Subsidiaries	Non–Guarantor Subsidiaries	Eliminations	Consolidated
REVENUES:					
Natural gas and oil sales	$ —	$ 3,059	$ —	$ —	$ 3,059
Marketing, gathering and compression sales	—	1,581	110	(54)	1,637
Service operations revenue	—	114	—	—	114
Total Revenues	—	4,754	110	(54)	4,810
OPERATING COSTS:					
Production expenses	—	421	—	—	421
Production taxes	—	85	—	—	85
General and administrative expenses	—	202	13	—	215
Marketing, gathering and compression expenses	—	1,544	54	(20)	1,578
Service operations expense	—	102	—	—	102
Natural gas and oil depreciation, depletion and amortization	—	647	—	—	647
Depreciation and amortization of other assets	—	81	22	—	103
Total Operating Costs	—	3,082	89	(20)	3,151
INCOME (LOSS) FROM OPERATIONS	—	1,672	21	(34)	1,659
OTHER INCOME (EXPENSE):					
Interest (expense) income	(298)	(92)	(2)	383	(9)
Loss on redemptions or exchanges of Chesapeake debt	(71)	—	—	—	(71)
Other income (expense)	383	—	35	(383)	35
Equity in net earnings of subsidiary	984	33	—	(1,017)	—
Total Other Income (Expense)	998	(59)	33	(1,017)	(45)
INCOME (LOSS) BEFORE INCOME TAXES	998	1,613	54	(1,051)	1,614
INCOME TAX EXPENSE (BENEFIT)	5	608	21	(13)	621
NET INCOME (LOSS)	993	1,005	33	(1,038)	993
Net income (loss)attributable to noncontrolling interest	—	—	—	—	—
NET INCOME (LOSS) ATTRIBUTABLE TO CHESAPEAKE	$ 993	$ 1,005	$ 33	$ (1,038)	$ 993

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

CONDENSED CONSOLIDATING STATEMENT OF OPERATIONS
SIX MONTHS ENDED JUNE 30, 2009
($ in millions)

	Parent	Guarantor Subsidiaries	Non–Guarantor Subsidiaries	Eliminations	Consolidated
REVENUES:					
Natural gas and oil sales	$ —	$ 2,494	$ —	$ —	$ 2,494
Marketing, gathering and compression sales	—	956	228	(100)	1,084
Service operations revenue	—	90	—	—	90
Total Revenues	—	3,540	228	(100)	3,668
OPERATING COSTS:					
Production expenses	—	452	(1)	—	451
Production taxes	—	46	—	—	46
General and administrative expenses	—	153	11	—	164
Marketing, gathering and compression expenses	—	919	94	10	1,023
Service operations expense	—	87	—	—	87
Natural gas and oil depreciation, depletion and amortization	—	742	—	—	742
Depreciation and amortization of other assets	(1)	74	41	1	115
Impairment of natural gas and oil properties and other assets	—	9,621	14	—	9,635
Restructuring costs	—	34	—	—	34
Total Operating Costs	(1)	12,128	159	11	12,297
INCOME (LOSS) FROM OPERATIONS	1	(8,588)	69	(111)	(8,629)
OTHER INCOME (EXPENSE):					
Interest (expense) income	(286)	(54)	(5)	337	(8)
Impairment of investments	—	(162)	—	—	(162)
Loss on redemptions or exchanges of Chesapeake debt	(2)	—	—	—	(2)
Other income (expense)	337	3	2	(337)	5
Equity in net earnings of subsidiary	(5,529)	(28)	—	5,557	—
Total Other Income (Expense)	(5,480)	(241)	(3)	5,557	(167)
INCOME (LOSS) BEFORE INCOME TAXES	(5,479)	(8,829)	66	5,446	(8,796)
INCOME TAX EXPENSE (BENEFIT)	19	(3,300)	25	(42)	(3,298)
NET INCOME (LOSS)	(5,498)	(5,529)	41	5,488	(5,498)
Net income (loss) attributable to noncontrolling interest	—	—	—	—	—
NET INCOME (LOSS) ATTRIBUTABLE TO CHESAPEAKE	$ (5,498)	$ (5,529)	$ 41	$ 5,488	$ (5,498)

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS
SIX MONTHS ENDED JUNE 30, 2010
($ in millions)

	Parent	Guarantor Subsidiaries	Non–Guarantor Subsidiaries	Eliminations	Consolidated
CASH FLOWS FROM OPERATING ACTIVITIES	$ —	$ 2,874	$ 104	$ —	$ 2,978
CASH FLOWS FROM INVESTING ACTIVITIES:					
Additions to natural gas and oil properties	—	(4,967)	(219)	—	(5,186)
Proceeds from divestitures of natural gas and oil properties	—	1,933	—	—	1,933
Additions to other property and equipment	—	(323)	(356)	—	(679)
Other investing activities	—	90	110	—	200
Cash used in investing activities	—	(3,267)	(465)	—	(3,732)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Proceeds from credit facilities borrowings	—	6,725	319	—	7,044
Payments on credit facilities borrowings	—	(7,247)	(168)	—	(7,415)
Proceeds from preferred stock, net of offering costs	2,562	—	—	—	2,562
Cash paid to redeem Chesapeake debt	(1,334)	—	—	—	(1,334)
Other financing activities	(128)	324	(5)	—	191
Intercompany advances, net	(1,100)	898	202	—	—
Cash provided by (used in) financing activities	—	700	348	—	1,048
Net increase (decrease) in cash and cash equivalents	—	307	(13)	—	294
Cash and cash equivalents, beginning of period	—	294	13	—	307
Cash and cash equivalents, end of period	$ —	$ 601	$ —	$ —	$ 601

Table of Contents

CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS
SIX MONTHS ENDED JUNE 30, 2009
($ in millions)

	Parent	Guarantor Subsidiaries	Non–Guarantor Subsidiaries	Eliminations	Consolidated
CASH FLOWS FROM OPERATING ACTIVITIES	$ —	$ 1,854	$ 144	$ —	$ 1,998
CASH FLOWS FROM INVESTING ACTIVITIES:					
Additions to natural gas and oil properties	—	(2,825)	7	—	(2,818)
Proceeds from divestitures of natural gas and oil properties	—	228	—	—	228
Additions to other property and equipment	—	(793)	(187)	—	(980)
Other investing activities	—	97	8	—	105
Cash used in investing activities	—	(3,293)	(172)	—	(3,465)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Proceeds from credit facilities borrowings	—	2,825	538	—	3,363
Payments on credit facilities borrowings	—	(3,466)	(700)	—	(4,166)
Proceeds from issuance of senior notes, net of offering costs	1,346	—	—	—	1,346
Other financing activities	(102)	(169)	—	—	(271)
Intercompany advances, net	(1,244)	1,054	190	—	—
Cash provided by (used in) financing activities	—	244	28	—	272
Net increase (decrease) in cash and cash equivalents	—	(1,195)	—	—	(1,195)
Cash and cash equivalents, beginning of period	—	1,749	—	—	1,749
Cash and cash equivalents, end of period	$ —	$ 554	$ —	$ —	$ 554

13. Recently Issued and Proposed Accounting Standards

The Financial Accounting Standards Board (FASB) recently issued the following standards which were reviewed by Chesapeake to determine the potential impact on our financial statements upon adoption.

In February 2010, the FASB amended its guidance on subsequent events to remove the requirement for SEC filers to disclose the date through which an entity has evaluated subsequent events. The guidance was effective upon issuance. We adopted this guidance in the Current Period.

The FASB also issued new guidance requiring additional disclosures about fair value measurements, adding a new requirement to disclose transfers in and out of Levels 1 and 2 measurements and gross presentation of activity within a Level 3 roll forward. The guidance also clarified existing disclosure requirements regarding the level of disaggregation of fair value measurements and disclosures regarding inputs and valuation techniques. We adopted this guidance in the Current Period. Adoption had no impact on our financial position or results of operations. Required disclosures for the reconciliation of purchases, sales, issuance and settlements of financial instruments valued with a Level 3 method are effective beginning on January 1, 2011, and we do not expect the implementation to have a material impact on our financial position or results of operations. See Note 11 for discussion regarding fair value measurements.

14. Subsequent Events

On July 22, 2010, we redeemed, for a redemption price of approximately $619 million, plus accrued interest, all $600 million in principal amount outstanding of our 6.375% Senior Notes due 2015. In connection with the transaction, we will record a $19 million loss on redemption of debt in the third quarter of 2010.

On August 3, 2010, Chesapeake Midstream Partners, L.P. (NYSE: CHKM), which we formed with GIP, our midstream joint venture partner (see Note 9), to own, operate, develop and acquire midstream assets, completed an initial public offering of 24,437,500 common units representing limited partner interests. In connection with the closing of the offering, Chesapeake and GIP contributed the interests of the midstream joint venture's operating subsidiary to CHKM, and CHKM will continue the business that had been conducted by the joint venture. Common units owned by public security holders represent 17.7% of all outstanding limited partner interests, and Chesapeake and GIP hold 42.3% and 40%, respectively, of all outstanding limited partner interests. The limited partners, collectively, have a 98% interest in CHKM and the general partner, which is owned and controlled 50/50 by Chesapeake and GIP, has a 2% interest in CHKM.

Certain terms of our midstream credit facility have been amended as of August 2, 2010. The total borrowing capacity has been increased to $300 million with an option to upsize to $375 million. In addition, the maturity date has been extended to July 31, 2015. Borrowings under the amended midstream credit facility will bear interest at either (i) the greater of the reference rate of Wells Fargo Bank, National Association, the federal funds effective rate plus 0.50%, and the one−month LIBOR plus 1.00%, all of which will be subject to a margin that varies from 1.75% to 2.25% per annum according to the most recent indebtedness to EBITDA ratio (as defined) or (ii) the LIBOR plus a margin that varies from 2.75% to 3.25% per annum according to the most recent indebtedness to EBITDA ratio (as defined). The amended midstream credit facility agreement also provides that, during a drop down period (as defined), the maximum permitted indebtedness−to−EBITDA maintenance ratio (as defined) will increase to 4.00 to 1 (was 3.50 to 1).

On August 3, 2010, we filed a shelf registration statement on Form S−3 with the SEC for the offering from time to time of debt securities.

On August 3, 2010, we commenced tender offers to purchase for cash any and all of our outstanding 7.00% Senior Notes due 2014, 6.625% Senior Notes due 2016 and 6.25% Senior Notes due 2018. In conjunction with each tender offer, we are soliciting from holders of these notes consents to certain proposed amendments to each of the indentures governing the notes to, among other things, eliminate substantially all of the restrictive covenants, certain events of default and other related provisions. Each tender offer and consent solicitation will expire on August 30, 2010, unless extended.

We intend to fund the purchase of the notes tendered pursuant to the tender offers with, and the tender offers are conditioned upon our receipt of, the proceeds of a contemplated public offering of one or more series of new senior notes and from cash on hand. Following the payment for notes validly tendered pursuant to the terms of the tender offers, we currently anticipate that we will, but we are not obligated to, call for redemption any of the notes that remain outstanding following consummation of the tender offers. Upon completion of the tender offers and redemptions, we will have repaid all series of our outstanding senior notes that were issued under our indentures containing the more restrictive covenants described in Note 6.

Subsequent to June 30, 2010, we have entered into multiple purchase agreements or have signed letters of intent to acquire leasehold for approximately $750 million.

Table of Contents

ITEM 2. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

Overview

The following table sets forth certain information regarding the production volumes, natural gas and oil sales, average sales prices received, other operating income and expenses for the three and six months ended June 30, 2010 (the "Current Quarter" and the "Current Period") and the three and six months ended June 30, 2009 (the "Prior Quarter" and the "Prior Period"):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2010	2009	2010	2009
Net Production:				
Natural gas (bcf)	227.2	204.3	436.8	400.0
Oil (mmbbl)	4.4	3.2	8.3	6.0
Natural gas equivalent (bcfe)	253.8	223.2	486.6	436.2
Natural Gas and Oil Sales ($ in millions):				
Natural gas sales	$ 733	$ 548	$ 1,676	$ 1,223
Natural gas derivatives – realized gains (losses)	552	587	931	1,096
Natural gas derivatives – unrealized gains (losses)	(195)	(192)	219	(123)
Total natural gas sales	1,090	943	2,826	2,196
Oil sales	251	169	493	272
Oil derivatives – realized gains (losses)	21	10	41	19
Oil derivatives – unrealized gains (losses)	(201)	(25)	(301)	7
Total oil sales	71	154	233	298
Total natural gas and oil sales	$ 1,161	$ 1,097	$ 3,059	$ 2,494
Average Sales Price (excluding all gains (losses) on derivatives):				
Natural gas ($ per mcf)	$ 3.23	$ 2.68	$ 3.84	$ 3.06
Oil ($ per bbl)	$ 56.58	$ 53.59	$ 59.38	$ 45.19
Natural gas equivalent ($ per mcfe)	$ 3.88	$ 3.21	$ 4.46	$ 3.43
Average Sales Price (excluding unrealized gains (losses) on derivatives):				
Natural gas ($ per mcf)	$ 5.66	$ 5.56	$ 5.97	$ 5.80
Oil ($ per bbl)	$ 61.43	$ 56.72	$ 64.35	$ 48.32
Natural gas equivalent ($ per mcfe)	$ 6.14	$ 5.89	$ 6.46	$ 5.98
Other Operating Income[(a)] ($ in millions):				
Marketing, gathering and compression	$ 30	$ 32	$ 59	$ 61
Service operations	$ 5	$ (2)	$ 12	$ 3
Other Operating Income[(a)] ($ per mcfe):				
Marketing, gathering and compression	$ 0.12	$ 0.14	$ 0.12	$ 0.14
Service operations	$ 0.02	$ (0.01)	$ 0.03	$ 0.01
Expenses ($ per mcfe):				
Production expenses	$ 0.84	$ 0.95	$ 0.86	$ 1.03
Production taxes	$ 0.15	$ 0.11	$ 0.18	$ 0.11
General and administrative expenses	$ 0.41	$ 0.33	$ 0.44	$ 0.38
Natural gas and oil depreciation, depletion and amortization	$ 1.34	$ 1.32	$ 1.33	$ 1.70
Depreciation and amortization of other assets	$ 0.21	$ 0.26	$ 0.21	$ 0.26
Interest expense[(b)]	$ 0.13	$ 0.29	$ 0.18	$ 0.22
Interest Expense ($ in millions):				
Interest expense	$ 35	$ 69	$ 90	$ 107
Interest rate derivatives – realized (gains) losses	(2)	(5)	(4)	(12)
Interest rate derivatives – unrealized (gains) losses	(49)	(42)	(77)	(87)
Total interest expense	$ (16)	$ 22	$ 9	$ 8
Net Wells Drilled	270	212	513	476
Net Producing Wells as of the End of the Period	22,216	22,626	22,216	22,626

(a) Includes revenue and operating costs and excludes depreciation and amortization of other assets.

(b) Includes the effects of realized (gains) losses from interest rate derivatives, but excludes the effects of unrealized (gains) losses and is net of amounts capitalized.

We are one of the largest producers of natural gas in the United States. We own interests in approximately 44,400 producing natural gas and oil wells that are currently producing approximately 2.9 bcfe per day, 89% of which is natural gas. Our strategy is focused on discovering and developing unconventional natural gas and oil fields onshore in the U.S., primarily in our "Big 6" shale plays: the Barnett Shale in the Fort Worth Basin of north–central Texas, the Haynesville and Bossier Shales in the Ark–La–Tex area of northwestern Louisiana and East Texas, the Fayetteville Shale in the Arkoma Basin of central Arkansas, the Marcellus Shale in the northern Appalachian Basin of West Virginia, Pennsylvania and New York and the Eagle Ford Shale in South Texas. We also have substantial operations in the Granite Wash Plays of western Oklahoma and the Texas Panhandle regions as well as various other plays, both conventional and unconventional, in the Mid–Continent, Appalachian Basin, Permian Basin, Delaware Basin, South Texas, Texas Gulf Coast and Ark–La–Tex regions of the United States. We have vertically integrated our operations and own substantial midstream, compression, drilling and oilfield service assets.

We announced earlier this year that we are extending our strategy to apply the horizontal drilling expertise we have gained in our natural gas plays to unconventional oil reservoirs. Our goal is to reach a balanced mix of natural gas and liquids revenue as quickly as possible through organic drilling, rather than through acquisitions. This transition is already apparent in the mix of natural gas and oil and natural gas liquids wells we are drilling. In 2010, we expect that approximately 32% of our drilling and completion capital expenditures will be allocated to liquids–rich plays, compared to 10% in 2009, and we are projecting that these expenditures will reach 55% in 2012. Our production of oil and natural gas liquids has been increasing in 2010 as we develop our new unconventional oil plays, particularly in the Granite Wash and Eagle Ford Shale. To date, the company has built leasehold positions and established production in 12 disclosed and other undisclosed liquids–rich plays. The company now owns approximately 2.4 million net leasehold acres in liquids–rich plays.

Chesapeake began 2010 with estimated proved reserves of 14.254 tcfe and ended the Current Period with 15.459 tcfe, an increase of 1.205 tcfe, or 8.5%. During the Current Period, we replaced 487 bcfe of production with an internally estimated 1.692 tcfe of new proved reserves, for a reserve replacement rate of 348%. The Current Period's proved reserve movement included 2.226 tcfe of extensions, 428 bcfe of positive performance revisions and 121 bcfe of positive revisions resulting from an increase in the twelve–month trailing average natural gas and oil prices between December 31, 2009 and June 30, 2010. During the Current Period, we acquired 35 bcfe of estimated proved reserves and divested 1.118 tcfe of estimated proved reserves.

During the Current Period, Chesapeake continued the industry's most active drilling program, drilling 687 gross operated wells (440 net wells with an average working interest of 64%) and participating in another 562 gross wells operated by other companies (73 net wells with an average working interest of 13%). The company's drilling success rate was 99% for both company–operated wells and for non–operated wells. Also during the Current Period, we invested $2.003 billion in operated wells (using an average of 122 operated rigs) and $303 million in non–operated wells (using an average of 108 non–operated rigs) for total drilling, completing and equipping costs of $2.306 billion (net of carries).

Our total Current Quarter production was 253.8 bcfe, comprised of 227.2 bcf of natural gas (90% on a natural gas equivalent basis) and 4.4 mmbbls of oil and natural gas liquids (10% on a natural gas equivalent basis). Daily production for the Current Quarter averaged 2.789 bcfe, an increase of 336 mmcfe, or 14%, over the 2.453 bcfe produced per day in the Prior Quarter.

Our total Current Period production was 486.6 bcfe, comprised of 436.8 bcf of natural gas (90% on a natural gas equivalent basis) and 8.3 mmbbls of oil and natural gas liquids (10% on a natural gas equivalent basis). Daily production for the Current Period averaged 2.688 bcfe, an increase of 278 mmcfe, or 12%, over the 2.410 bcfe produced per day in the Prior Period.

Since 2000, Chesapeake has built the largest combined inventories of onshore leasehold (13.9 million net acres) and 3–D seismic (25.5 million acres) in the U.S. and the largest inventory of U.S. natural gas shale play leasehold (2.8 million net acres) and now owns the largest inventory of leasehold in two of the Top 3 new unconventional liquids–rich plays – the Eagle Ford Shale and the Niobrara Shale. We are currently using 133 operated drilling rigs to further develop our inventory of approximately 40,000 net drillsites. Based on the level of drilling activity we have planned, we anticipate reporting full–year production growth of approximately 13% in 2010 and 18% in 2011.

Table of Contents

Business Strategy

Strategic and Financial Plan

On May 10, 2010, we announced a strategic and financial plan designed to increase shareholder value, reduce long–term debt and ultimately achieve an investment grade rating for our debt securities. Since then, we have implemented multiple parts of the plan as noted below.

Debt Reduction. During the Current Quarter, we issued in private placements 2.6 million shares of two series of our 5.75% Cumulative Non–Voting Convertible Preferred Stock resulting in net proceeds to us of approximately $2.562 billion. We used the net proceeds of these preferred stock offerings to redeem in whole approximately $1.934 billion in principal amount (approximately $1.985 billion in redemption price, plus accrued interest) of four series of our outstanding senior notes and to repay $577 million in borrowings outstanding under our corporate revolving bank credit facility. Additionally, we recently commenced tender offers and consent solicitations for $1.5 billion aggregate principal amount of three additional series of senior notes. We plan to fund the purchase of the notes tendered pursuant to the tender offers with, and the tender offers are conditioned upon our receipt of, the proceeds of a contemplated public offering of one or more series of new senior notes. We plan to redeem any of the notes subject to the tender offers that are not tendered. Upon completion of the tender offers and redemptions, we will have repaid all series of our outstanding senior notes that were issued under our more restrictive indentures. We also anticipate seeking to repay up to an additional $1.7 billion of long–term debt by the second quarter of 2012 using proceeds from various asset monetizations. The company remains committed to achieving investment grade credit metrics by no later than year–end 2012.

Increased Focus on Liquids. In recognition of the significant and persistent value gap that has developed between natural gas and oil prices, Chesapeake has accelerated its transition to a more liquids–rich asset base. We have redirected a significant portion of our technological, geoscientific, leasehold acquisition and drilling expertise to identifying, securing and commercializing unconventional liquids–rich plays. This planned transition will result in a more balanced portfolio between natural gas and liquids and by year–end 2015, we expect to increase our liquids production to approximately 200,000 bbls per day, or approximately 25% of total production (using a 6:1 natural gas to liquids ratio), through organic growth and expect revenue from liquids to be approximately 40% of total production revenue.

During the Current Period, we invested heavily in new leasehold acquisitions in various liquids–rich plays, including the Anadarko Basin's Granite Wash, Cleveland, Tonkawa and Mississippian plays; the Permian Basin's Wolfcamp, Bone Spring, Avalon and Wolfberry plays; the Eagle Ford Shale in South Texas; the Niobrara Shale in the Powder River and DJ Basins; the Frontier Sand in the Powder River Basin; and various other new plays the company is not yet ready to discuss. After this aggressive effort to capture leasehold in a large number of highly competitive liquids–rich unconventional plays, we expect to become a significant seller of leasehold through planned joint venture transactions.

Planned Asset Monetizations. During the 2010 second half and throughout 2011, the company will focus on recapturing a significant portion of new leasehold expenditures through joint ventures in several of our new liquids–rich plays. The first of these is expected to be a joint venture in the Eagle Ford Shale, where the company currently has approximately 550,000 net acres. The company anticipates an Eagle Ford transaction will be announced in the 2010 third quarter. Other anticipated significant asset monetizations during the second half of 2010 and the first half of 2011 include a volumetric production payment (VPP), the sale of a minority equity interest in a Marcellus Shale subsidiary, a midstream asset sale and various other smaller planned monetizations. In total, Chesapeake is targeting to receive proceeds of approximately $3.0 – 3.5 billion in the 2010 second half and approximately $2.5 – 3.0 billion in 2011 from asset monetizations, which will enable the company to further reduce its debt and accelerate drilling on its unconventional liquids–rich plays.

Each of the foregoing proposed sales, joint ventures and other transactions is subject to changes in market conditions and other factors, and there can be no assurance that we will complete any or all of these transactions on a timely basis or at all.

Table of Contents

Implementing the Plan. Chesapeake plans to implement its strategic and financial plan by:

- Reducing drilling of natural gas wells except for those required to hold leasehold by production or to use a drilling carry provided by a joint venture partner until such time as natural gas prices rise above $6.00 per mcf;
- Leasing and developing substantial new liquids–rich plays in which the company can acquire very large leasehold positions of 250,000 – 750,000 net acres;
- Within one year of acquisition, selling a minority interest in a new play to recover all or virtually all of the cost to acquire the leasehold in the play and to fund a significant portion of Chesapeake's future drilling costs in the play;
- Accelerating drilling of liquids–rich plays until year–end 2012 when the company's drilling capital expenditures are balanced approximately 45/55 between natural gas plays and liquids–rich plays;
- Continuing to add proved reserves, net of monetizations and divestitures, of approximately 2.5 – 3.0 tcfe (415 – 500 million boe) annually; and
- Accomplishing these goals without the issuance of additional equity and with an overall reduction of debt levels such that the company becomes investment grade by year–end 2012.

Budgeted Capital Expenditures

Our exploration, development and acquisition activities require us to make substantial capital expenditures. Our current budgeted drilling and completion capital expenditures, net of drilling carries, are $4.5 – $4.6 billion in both 2010 and 2011. While we believe that our anticipated internally generated cash flow, asset monetizations, cash resources and other sources of liquidity will allow us to fully fund our 2010 operating and capital expenditure requirements, decreases in natural gas and oil prices and various other factors could require us to curtail our spending.

With our increased focus on the company's liquids–rich plays, we have revised our 2010 and 2011 drilling plans to redirect capital from our natural gas plays to our liquids–rich plays. We have reduced our projected 2011 natural gas drilling and completion capital expenditures by approximately $400 million and increased our projected liquids–rich drilling and completion capital expenditures by approximately $400 million compared to 2010. We plan to redirect this capital to accelerate drilling activity in our increasingly promising liquids–rich plays, particularly in the Granite Wash, Eagle Ford Shale, Anadarko Basin, Permian Basin and Rocky Mountain unconventional plays. Of Chesapeake's 133 current operated rigs, 91 are drilling wells primarily focused on unconventional natural gas plays and 42 are drilling wells primarily focused on liquids–rich plays.

2010 Asset Monetizations

In January 2010, Chesapeake completed its fourth joint venture in its Big 6 shale plays. In this joint venture transaction in the Barnett Shale, Total E&P USA, Inc., a wholly owned subsidiary of Total S.A., paid $800 million in cash at closing and agreed to pay an additional $1.45 billion in drilling carries. The following table provides information about our remaining joint venture drilling carries as of June 30, 2010 ($ in millions):

Shale Play	Joint Venture Partner	Joint Venture Date	Drilling Carries Remaining
Marcellus	Statoil	November 2008	$ 1,727
Barnett	Total E&P USA, Inc.	January 2010	1,151
			$ 2,878

The drilling carries in these joint ventures create a significant cost advantage for us that will allow us to continue to lower finding costs. During the Current Period and Prior Period, we had the benefit of approximately $534 million and $580 million, respectively, of joint venture drilling carries. Our exploration and development costs for the remainder of 2010 and in 2011 and 2012 will continue to be partially offset by the use of the balance of the drilling carries associated with our joint ventures in the Barnett and Marcellus Shales.

In September 2009, we formed a joint venture with Global Infrastructure Partners (GIP), a New York–based private equity fund, to own and operate natural gas midstream assets. As part of the transaction, we contributed certain natural gas gathering and processing assets into a new entity, Chesapeake Midstream Partners, L.L.C. (CMP), and GIP purchased a 50% interest in CMP for $588 million in cash. In May 2010, we received a $75 million cash distribution from CMP.

The joint ventures in our shale plays and our midstream joint venture with GIP are a complementary part of our business strategy to maximize the value of our leasehold inventory and related assets and minimize our investment risk.

In February 2010, the company completed its sixth VPP for proceeds of $180 million, or $3.95 per mcfe. In June 2010, we completed our seventh VPP for proceeds of $335 million, or $8.73 per mcfe. In the Current Quarter, we sold producing properties and gathering systems in Virginia and in the Permian Basin for proceeds of approximately $330 million. During the Current Period, as part of our joint venture arrangements with Statoil and Plains Exploration & Production Company, we sold an interest in additional leasehold in the Marcellus and Haynesville Shale plays for approximately $320 million.

Initial Public Offering of Chesapeake Midstream Partners, L.P.

On August 3, 2010, Chesapeake Midstream Partners, L.P. (NYSE: CHKM), which we formed with GIP to own, operate, develop and acquire midstream assets, completed an initial public offering of 24,437,500 common units representing limited partner interests. In connection with the closing of the offering, Chesapeake and GIP contributed interests of their joint venture's operating subsidiary to CHKM, and CHKM will continue the business that had been conducted by the joint venture. Common units owned by public security holders represent 17.7% of all outstanding limited partner interests, and Chesapeake and GIP hold 42.3% and 40.0%, respectively, of all outstanding limited partner interests. The limited partners, collectively, have a 98% interest in CHKM and the general partner, which is owned and controlled 50/50 by Chesapeake and GIP, has a 2% interest in CHKM. CHKM is currently projecting distributions to Chesapeake in respect of its limited partner and general partner interests will be approximately $20 million quarterly. In the future, we may enter into "dropdown" transactions with CHKM for some of the assets owned by our wholly owned midstream subsidiary, Chesapeake Midstream Development, L.P. (CMD). CMD primarily owns gas gathering operations in the Haynesville, Fayetteville, Marcellus and Eagle Ford Shales.

Liquidity and Capital Resources

Sources and Uses of Funds

Cash flow from operations is a significant source of liquidity used to fund operating expenses and capital expenditures. Cash provided by operating activities was $2.978 billion in the Current Period compared to $1.998 billion in the Prior Period. Changes in cash flow from operations are largely due to the same factors that affect our net income, excluding non–cash items such as impairments of assets, depreciation, depletion and amortization, deferred income taxes and unrealized gains and (losses) on derivatives. See the discussion below under *Results of Operations*.

Changes in market prices for natural gas and oil directly impact the level of our cash flow from operations. To mitigate the risk of declines in natural gas and oil prices and to provide more predictable future cash flow from operations, we currently have hedged through swaps and collars 51% of our expected remaining natural gas and oil production in 2010 at average prices of $8.32 per mcfe. Our natural gas and oil hedges as of June 30, 2010 are detailed in Item 3 of Part I of this report. Depending on changes in natural gas and oil futures markets and management's view of underlying natural gas and oil supply and demand trends, we may increase or decrease our current hedging positions.

Our $3.5 billion corporate revolving bank credit facility, our $300 million midstream revolving bank credit facility and cash and cash equivalents are other sources of liquidity. At August 5, 2010, there was $1.051 billion of borrowing capacity available under the corporate credit facility and $90.6 million of borrowing capacity under the midstream credit facility. We use the facilities and cash on hand to fund daily operating activities and capital expenditures as needed. We borrowed $7.044 billion and repaid $7.415 billion in the Current Period, and we borrowed $3.363 billion and repaid $4.166 billion in the Prior Period from our revolving credit facilities. A substantial portion of our natural gas and oil properties is currently unencumbered and therefore available to be pledged as additional collateral under our corporate revolving

bank credit facility if needed based on our periodic borrowing base and collateral redeterminations. Accordingly, we believe our borrowing capacity under this facility will not be reduced as a result of any such future periodic redeterminations. Our midstream facility is secured by substantially all of our wholly owned midstream assets and is not subject to periodic borrowing base redeterminations.

On May 17, 2010, we issued 600,000 shares of 5.75% Cumulative Convertible Non−Voting Preferred Stock, par value $0.01 per share and liquidation preference $1,000 per share, in a private placement for net proceeds of approximately $594 million. We issued an additional 900,000 shares of 5.75% Cumulative Convertible Non−Voting Preferred Stock on June 18, 2010, upon the exercise of the purchasers' option to place the additional shares, for net proceeds of approximately $877 million.

On May 17, 2010, we issued 1,100,000 shares of 5.75% Cumulative Convertible Non−Voting Preferred Stock (Series A), par value $0.01 per share and liquidation preference $1,000 per share, in a private placement for net proceeds of approximately $1.091 billion.

In the Current Period and Prior Period, we received $271 million and $9 million, respectively, for settlements of derivatives which were classified as cash flows from financing activities.

In the Current Period, we received a $75 million cash distribution from our midstream joint venture which was accounted for as a return on investment and reflected as cash flows from operating activities.

On February 2, 2009, we completed a public offering of $1.0 billion aggregate principal amount of senior notes due 2015, which have a stated coupon rate of 9.5% per annum. The senior notes were priced at 95.071% of par to yield 10.625%. On February 17, 2009, we completed an offering of an additional $425 million aggregate principal amount of the 9.5% Senior Notes due 2015. The additional senior notes were priced at 97.75% of par plus accrued interest from February 2 to February 17, 2009 to yield 10.0% per annum. Net proceeds of $1.346 billion from these two offerings were used to repay outstanding indebtedness under our corporate revolving bank credit facility, which we reborrow from time to time to fund drilling and leasehold acquisition initiatives and for general corporate purposes.

Our primary use of funds is for capital expenditures related to exploration, development and acquisition of natural gas and oil properties. We refer you to the table under *Investing Activities* below, which sets forth the components of our natural gas and oil investing activities and our other investing activities for the Current Period and the Prior Period. We retain a significant degree of control over the timing of our capital expenditures which permits us to defer or accelerate certain capital expenditures if necessary to address any potential liquidity issues. In addition, changes in drilling and field operating costs, drilling results that alter planned development schedules, acquisitions or other factors could cause us to revise our drilling program, which is largely discretionary.

We paid dividends on our common stock of $95 million and $89 million in the Current Period and the Prior Period, respectively. We paid dividends on our preferred stock of $11 million in the Current Period and $12 million in the Prior Period.

On June 21, 2010, we redeemed in whole for an aggregate redemption price of approximately $1.366 billion, plus accrued interest, approximately $364 million in principal amount of our outstanding 7.50% Senior Notes due 2013, $300 million in principal amount of our 7.50% Senior Notes due 2014 and approximately $670 million in principal amount of our 6.875% Senior Notes due 2016. Associated with the redemptions, we recognized a loss of $69 million in the Current Quarter.

On June 21, 2010, we called for redemption in whole for a redemption price of approximately $619 million, plus accrued interest, $600 million in principal amount of our 6.375% Senior Notes due 2015. This redemption occurred on July 22, 2010.

Credit Risk

A significant portion of our credit risk is concentrated in derivative instruments that enable us to hedge a portion of our exposure to natural gas and oil prices and interest rate volatility. These arrangements expose us to credit risk from our counterparties. To mitigate this risk, we enter into derivative contracts only with investment–grade rated counterparties deemed by management to be competent and competitive market makers, and we attempt to limit our exposure to non–performance by any single counterparty. During the more than 15 years we have engaged in hedging activities, we have experienced a counterparty default only once (Lehman Brothers in September 2008), and the total loss recorded in that instance was immaterial. On June 30, 2010, our commodity and interest rate derivative instruments were spread among 14 counterparties. Our multi–counterparty secured hedging facility includes 13 of our counterparties which are required to secure their natural gas and oil hedging obligations in excess of defined thresholds. We now use this facility for all of our commodity hedging.

Our accounts receivable are primarily from purchasers of natural gas and oil ($685 million at June 30, 2010) and exploration and production companies which own interests in properties we operate ($558 million at June 30, 2010). This industry concentration has the potential to impact our overall exposure to credit risk, either positively or negatively, in that our customers and joint working interest owners may be similarly affected by changes in economic, industry or other conditions. We generally require letters of credit or parent guarantees for receivables from parties which are judged to have sub–standard credit, unless the credit risk can otherwise be mitigated. During the Current Quarter, the Prior Quarter, the Current Period and the Prior Period, we recognized $0, $5 million, $0 and $13 million, respectively, of bad debt expense related to potentially uncollectible receivables.

Investing Activities

Cash used in investing activities increased to $3.732 billion during the Current Period, compared to $3.465 billion during the Prior Period. The following table shows our cash used in (provided by) investing activities during these periods:

	Six Months Ended June 30,	
	2010	2009
	($ in millions)	
Natural Gas and Oil Investing Activities:		
Acquisitions of natural gas and oil proved properties	$ 76	$ 2
Acquisition of leasehold and unproved properties	2,452	410
Exploration and development of natural gas and oil properties	2,235	1,995
Geological and geophysical costs [(a)]	97	113
Interest capitalized on unproved properties	326	298
Proceeds from sales of volumetric production payments	(502)	(41)
Proceeds from divestitures of proved and unproved properties	(1,431)	(187)
Deposits for acquisitions	17	9
Deposits for divestitures	—	(8)
Total natural gas and oil investing activities	3,270	2,591
Other Investing Activities:		
Additions to other property and equipment	679	980
Additions to investments	109	(2)
Proceeds from sales of other assets	(306)	(104)
Other	(20)	—
Total other investing activities	462	874
Total cash used in investing activities	$ 3,732	$ 3,465

(a) Including related capitalized interest.

In connection with a reduced budget for acquisitions, we used 15,823,838 shares of our common stock to acquire leasehold and mineral interests in the Prior Period, pursuant to an acquisition shelf registration statement.

Bank Credit Facilities

We utilize two bank credit facilities, described below, as sources of liquidity.

	Corporate Credit Facility(a)	Midstream Credit Facility(b)
	($ in millions)	
Borrowing capacity	$ 3,500	$ 250
Maturity date	November 2012	September 2012
Facility structure	Senior secured revolving	Senior secured revolving
Amount outstanding as of June 30, 2010	$ 1,371	$ 150
Letters of credit outstanding as of June 30, 2010	$ 14	$ —

(a) Borrowers are Chesapeake Exploration, L.L.C. and Chesapeake Appalachia, L.L.C.

(b) Borrower is Chesapeake Midstream Operating, L.L.C., a wholly owned subsidiary of Chesapeake Midstream Development, L.P. Certain terms of the credit agreement for this facility were amended August 2, 2010. See Note 14 of the notes to our condensed consolidated financial statements.

Our credit facilities do not contain material adverse change or adequate assurance covenants. Although the applicable interest rates under our corporate credit facility fluctuate slightly based on our long–term senior unsecured credit ratings, none of our credit facilities contain provisions which would trigger an acceleration of amounts due under the facilities or a requirement to post additional collateral in the event of a downgrade of our credit ratings.

Corporate Credit Facility

Our $3.5 billion syndicated revolving bank credit facility is used for general corporate purposes. Borrowings under the facility are secured by natural gas and oil proved reserves and bear interest at our option at either (i) the greater of the reference rate of Union Bank, N.A., or the federal funds effective rate plus 0.50%, both of which are subject to a margin that varies from 0.00% to 0.75% per annum according to our senior unsecured long–term debt ratings, or (ii) the London Interbank Offered Rate (LIBOR), plus a margin that varies from 1.50% to 2.25% per annum according to our senior unsecured long–term debt ratings. The collateral value and borrowing base are redetermined periodically. The unused portion of the facility is subject to a commitment fee of 0.50%. Interest is payable quarterly or, if LIBOR applies, it may be payable at more frequent intervals.

The credit facility agreement contains various covenants and restrictive provisions which limit our ability to incur additional indebtedness, make investments or loans and create liens. It was amended during the Current Quarter to, among other things, bring in additional lenders to replace Lehman Brothers' unfunded commitment. The credit facility agreement requires us to maintain an indebtedness (excluding discount on senior notes) to total capitalization ratio (as defined) not to exceed 0.70 to 1 and an indebtedness to EBITDA ratio (as defined) not to exceed 3.75 to 1. As defined by the credit facility agreement, our indebtedness to total capitalization ratio was 0.35 to 1 and our indebtedness to EBITDA ratio was 2.64 to 1 at June 30, 2010. If we should fail to perform our obligations under these and other covenants, the revolving credit commitment could be terminated and any outstanding borrowings under the facility could be declared immediately due and payable. Such acceleration, if involving a principal amount of $10 million ($50 million in the case of our senior notes issued after 2004), would constitute an event of default under our senior note indentures, which could in turn result in the acceleration of a significant portion of our senior note indebtedness. The credit facility agreement also has cross default provisions that apply to other indebtedness of Chesapeake and its restricted subsidiaries with an outstanding principal amount in excess of $75 million.

The facility is fully and unconditionally guaranteed, on a joint and several basis, by Chesapeake and all of our other wholly owned restricted subsidiaries.

Table of Contents

Midstream Credit Facility

Our $250 million midstream syndicated revolving bank credit facility is used to fund capital expenditures to build natural gas gathering and other systems for our drilling program and for general corporate purposes associated with our midstream operations. On August 2, 2010, the total commitment was increased to $300 million with an option to increase to $375 million. Borrowings under the midstream credit facility are secured by all of the assets of the wholly owned subsidiaries (the restricted subsidiaries) of Chesapeake Midstream Development, L.P. (CMD), itself a wholly owned subsidiary of Chesapeake, and bear interest at our option at either (i) the greater of the reference rate of Wells Fargo Bank, National Association, the federal funds effective rate plus 0.50%, and the one−month LIBOR plus 1.00%, all of which are subject to a margin that varies from 2.00% to 2.75% (as amended, 1.75% to 2.25%) per annum according to the most recent indebtedness to EBITDA ratio (as defined) or (ii) the LIBOR plus a margin that varies from 3.00% to 3.75% (as amended, 2.75% to 3.25%) per annum according to the most recent indebtedness to EBITDA ratio (as defined). The unused portion of the facility is subject to a commitment fee of 0.50% per annum according to the most recent indebtedness to EBITDA ratio (as defined). Interest is payable quarterly or, if LIBOR applies, it may be payable at more frequent intervals.

The midstream credit facility agreement contains various covenants and restrictive provisions which limit the ability of CMD and its restricted subsidiaries to incur additional indebtedness, make investments or loans and create liens. The credit facility agreement requires maintenance of an indebtedness to EBITDA ratio (as defined) not to exceed 3.50 to 1, and an EBITDA (as defined) to interest expense coverage ratio of not less than 3.00 to 1. As defined by the credit facility agreement, our indebtedness to EBITDA ratio was 1.03 to 1 and our EBITDA to interest expense coverage ratio was 19.77 to 1 at June 30, 2010. The amended midstream credit facility agreement provides that, during a drop down period (as defined), the maximum permitted indebtedness−to−EBITDA maintenance ratio will increase to 4.00 to 1. If CMD or its restricted subsidiaries should fail to perform their obligations under these and other covenants, the revolving credit commitment could be terminated and any outstanding borrowings under the facility could be declared immediately due and payable. The midstream credit facility agreement also has cross default provisions that apply to other indebtedness of CMD and its restricted subsidiaries may have with an outstanding principal amount in excess of $15 million.

Hedging Facility

We have a multi−counterparty hedge facility with 13 counterparties that have committed to provide approximately 5.6 tcfe of trading capacity and an aggregate mark−to−market capacity of $15.0 billion under the terms of the facility. As of June 30, 2010, we had hedged a total of 2.1 tcfe under the facility. The multi−counterparty facility allows us to enter into cash−settled natural gas and oil price and basis hedges with the counterparties. Our obligations under the multi−counterparty facility are secured by natural gas and oil proved reserves, the value of which must cover the fair value of the transactions outstanding under the facility by at least 1.65 times, and guarantees by our subsidiaries that also guarantee our corporate revolving bank credit facility and indentures. The counterparties' obligations under the facility must be secured by cash or short−term U.S. Treasury instruments to the extent that any mark−to−market amounts they owe to Chesapeake exceed defined thresholds. The maximum volume−based trading capacity under the facility is governed by the expected production of the pledged reserve collateral, and volume−based trading limits are applied separately to price and basis hedges. In addition, there are volume−based sub−limits for natural gas and oil hedges. Chesapeake has significant flexibility with regard to releases and/or substitutions of pledged reserves, provided that certain collateral coverage and other requirements are met. The facility does not have a maturity date. Counterparties to the agreement have the right to cease trading with the company on a prospective basis as long as obligations associated with any existing trades in the facility continue to be satisfied in accordance with the terms of the agreement.

Table of Contents

Senior Note Obligations

In addition to outstanding borrowings under our revolving bank credit facilities discussed above, as of June 30, 2010, senior notes represented approximately $9.0 billion of our total debt and consisted of the following ($ in millions):

7.625% senior notes due 2013	$	500
7.0% senior notes due 2014[(a)]		300
6.375% senior notes due 2015[(b)]		600
9.5% senior notes due 2015		1,425
6.625% senior notes due 2016[(a)]		600
6.25% euro–denominated senior notes due 2017[(c)]		738
6.5% senior notes due 2017		1,100
6.25% senior notes due 2018[(a)]		600
7.25% senior notes due 2018		800
6.875% senior notes due 2020		500
2.75% contingent convertible senior notes due 2035[(d)]		451
2.5% contingent convertible senior notes due 2037[(d)]		1,378
2.25% contingent convertible senior notes due 2038[(d)]		752
Discount on senior notes[(e)]		(832)
Interest rate derivatives[(f)]		68
	$	8,980

(a) Subsequent to June 30, 2010, we commenced a tender offer for these notes. See Note 14 of our condensed consolidated financial statements included in this report for information on subsequent events.

(b) These notes were called for redemption on June 21, 2010 and redeemed on July 22, 2010 utilizing funds from our corporate revolving credit facility.

(c) The principal amount shown is based on the dollar/euro exchange rate of $1.2291 to €1.00 as of June 30, 2010. See Note 2 of our condensed consolidated financial statements included in this report for information on our related foreign currency derivatives.

(d) The holders of our contingent convertible senior notes may require us to repurchase, in cash, all or a portion of their notes at 100% of the principal amount of the notes on any of four dates that are five, ten, fifteen and twenty years before the maturity date. The notes are convertible, at the holder's option, prior to maturity under certain circumstances into cash and, if applicable, shares of our common stock using a net share settlement process. One such triggering circumstance is when the price of our common stock exceeds a threshold amount during a specified period in a fiscal quarter. Convertibility based on common stock price is measured quarter by quarter. In the second quarter of 2010, the price of our common stock was below the threshold level for each series of the contingent convertible senior notes during the specified period and, as a result, the holders do not have the option to convert their notes into cash and common stock in the third quarter of 2010 under this provision. The notes are also convertible, at the holder's option, during specified five–day periods if the trading price of the notes is below certain levels determined by reference to the trading price of our common stock. In general, upon conversion of a contingent convertible senior note, the holder will receive cash equal to the principal amount of the note and common stock for the note's conversion value in excess of such principal amount. We will pay contingent interest on the convertible senior notes after they have been outstanding at least ten years, under certain conditions. We may redeem the convertible senior notes once they have been outstanding for ten years at a redemption price of 100% of the principal amount of the notes, payable in cash. The optional repurchase dates, the common stock price conversion threshold amounts and the ending date of the first six–month period contingent interest may be payable for the contingent convertible senior notes are as follows:

Contingent Convertible Senior Notes	Repurchase Dates	Common Stock Price Conversion Thresholds	Contingent Interest First Payable (if applicable)
2.75% due 2035	November 15, 2015, 2020, 2025, 2030	$ 48.71	May 14, 2016
2.5% due 2037	May 15, 2017, 2022, 2027, 2032	$ 64.26	November 14, 2017
2.25% due 2038	December 15, 2018, 2023, 2028, 2033	$ 107.36	June 14, 2019

(e) Included in this discount is $751 million at June 30, 2010 associated with the equity component of our contingent convertible senior notes.

(f) See Note 2 of our condensed consolidated financial statements included in this report for discussion related to these instruments.

As of June 30, 2010 and currently, debt ratings for the senior notes are Ba3 by Moody's Investor Service (stable outlook), BB by Standard & Poor's Ratings Services (stable outlook) and BB by Fitch Ratings (stable outlook).

Our senior notes are unsecured senior obligations of Chesapeake and rank equally in right of payment with all of our other existing and future senior indebtedness and rank senior in right of payment to all of our future subordinated indebtedness. Our senior note obligations are guaranteed by certain of our wholly owned subsidiaries. See Note 12 of the financial statements included in this report for condensed consolidating financial information regarding our guarantor and non–guarantor subsidiaries. We may redeem the senior notes, other than the contingent convertible senior notes, at any time at specified make–whole or redemption prices. Senior notes issued before July 2005 are governed by indentures containing covenants that limit our ability and our restricted subsidiaries' ability to incur additional indebtedness; pay dividends on our capital stock or redeem, repurchase or retire our capital stock or subordinated indebtedness; make investments and other restricted payments; incur liens; enter into sale/leaseback transactions; create restrictions on the payment of dividends or other amounts to us from our restricted subsidiaries; engage in transactions with affiliates; sell assets; and consolidate, merge or transfer assets. Upon completion of the pending tender offers and consent solicitations of three series of senior notes (see footnote (a) to the senior note table above) and, if applicable, the redemption of any notes that remain outstanding, we will have repaid all series of our outstanding senior notes that were issued under our indentures containing these restrictive covenants. Senior notes issued after June 2005 are governed by indentures containing covenants that limit our ability and our subsidiaries' ability to incur certain secured indebtedness; enter into sale/leaseback transactions; and consolidate, merge or transfer assets. The debt incurrence covenants do not presently restrict our ability to borrow under or expand our revolving bank credit facilities. As of June 30, 2010, we estimate that secured commercial bank indebtedness of approximately $4.8 billion could have been incurred under the most restrictive indenture covenant.

Other Contractual Obligations

Chesapeake has various financial obligations which are not recorded as liabilities in its condensed consolidated balance sheet at June 30, 2010. These include commitments related to drilling rig and compressor leases, transportation and drilling contracts, natural gas and oil purchase obligations, minimum volume commitments, net acreage maintenance commitments, and other commitments. These commitments are discussed in Note 3 of our condensed consolidated financial statements included in this report.

Results of Operations – Three Months Ended June 30, 2010 vs. June 30, 2009

General. For the Current Quarter, Chesapeake had net income of $255 million, or $0.37 per diluted common share, on total revenues of $2.012 billion. This compares to net income of $243 million, or $0.39 per diluted common share, on total revenues of $1.673 billion during the Prior Quarter.

Natural Gas and Oil Sales. During the Current Quarter, natural gas and oil sales were $1.161 billion compared to $1.097 billion in the Prior Quarter. In the Current Quarter, Chesapeake produced 253.8 bcfe at a weighted average price of $6.14 per mcfe, compared to 223.2 bcfe produced in the Prior Quarter at a weighted average price of $5.89 per mcfe (weighted average prices exclude the effect of unrealized losses on natural gas and oil derivatives of $396 million and $217 million in the Current Quarter and the Prior Quarter, respectively). In the Current Quarter, the increase in prices resulted in an increase in revenue of $63 million and increased production resulted in a $180 million increase, for a total increase in revenues of $243 million (excluding unrealized gains or losses on natural gas and oil derivatives). The increase in production from the Prior Quarter to the Current Quarter was generated by our successful drilling results.

For the Current Quarter, we realized an average price per mcf of natural gas of $5.66, compared to $5.56 in the Prior Quarter (weighted average prices exclude the effect of unrealized gains or losses on derivatives). Oil prices realized per barrel (excluding unrealized gains or losses on derivatives) were $61.43 and $56.72 in the Current Quarter and Prior Quarter, respectively. Realized gains or losses from our natural gas and oil derivatives resulted in a net increase in natural gas and oil revenues of $573 million, or $2.26 per mcfe, in the Current Quarter and a net increase of $597 million, or $2.68 per mcfe, in the Prior Quarter.

[Table of Contents](#)

Changes in natural gas and oil prices have a significant impact on our natural gas and oil revenues and cash flows. Assuming the Current Quarter production levels, a change of $0.10 per mcf of natural gas sold would have resulted in an increase or decrease in revenues and cash flow of approximately $25 million and $24 million, respectively, and a change of $1.00 per barrel of oil sold would have resulted in an increase or decrease in revenues and cash flow of approximately $4 million, without considering the effect of derivative activities.

The following tables show our production and price received by region for the Current Quarter and the Prior Quarter:

	Three Months Ended June 30, 2010						
	Natural Gas		Oil		Total		
	(Bcf)	($/Mcf)(a)	(Mmbbl)	($/Bbl)(a)	(Bcfe)	%	($/Mcfe)(a)
Big 6 Shales:							
Barnett Shale	47.4	$ 1.91	0.2	$ 29.05	48.7	19%	$ 1.99
Fayetteville Shale	33.7	$ 3.08	—	$ —	33.7	13	$ 3.08
Haynesville Shale	51.0	$ 3.37	—	$ —	51.0	20	$ 3.37
Marcellus Shale	11.1	$ 4.03	—	$ —	11.1	5	$ 4.03
Bossier Shale	—	$ —	—	$ —	—	—	$ —
Eagle Ford Shale	0.2	$ 6.03	0.1	$ 69.70	0.7	—	$ 9.96
Other:							
Mid–Continent	58.2	$ 4.02	3.3	$ 53.86	78.1	31	$ 5.28
Permian and Delaware Basins	11.7	$ 3.70	0.6	$ 74.29	15.9	6	$ 6.00
South Texas/Gulf Coast/ Ark–La–Tex	7.3	$ 3.60	0.1	$ 73.31	7.8	3	$ 4.07
Appalachian Basin	6.6	$ 2.68	0.1	$ 61.22	6.8	3	$ 2.93
Total(b)	227.2	$ 3.23	4.4	$ 56.58	253.8	100%	$ 3.88

	Three Months Ended June 30, 2009						
	Natural Gas		Oil		Total		
	(Bcf)	($/Mcf)(a)	(Mmbbl)	($/Bbl)(a)	(Bcfe)	%	($/Mcfe)(a)
Big 6 Shales:							
Barnett Shale	59.1	$ 1.66	—	$ —	59.1	27%	$ 1.66
Fayetteville Shale	20.4	$ 2.68	—	$ —	20.4	9	$ 2.68
Haynesville Shale	16.1	$ 3.03	—	$ —	16.1	7	$ 3.03
Marcellus Shale	6.4	$ 4.21	—	$ —	6.4	3	$ 4.21
Bossier Shale	—	$ —	—	$ —	—	—	$ —
Eagle Ford Shale	—	$ —	—	$ —	—	—	$ —
Other:							
Mid–Continent	64.3	$ 3.22	2.1	$ 52.99	76.7	34	$ 4.12
Permian and Delaware Basins	14.5	$ 2.98	0.8	$ 55.06	19.4	9	$ 4.51
South Texas/Gulf Coast/ Ark–La–Tex	18.6	$ 3.14	0.2	$ 54.68	19.8	9	$ 3.48
Appalachian Basin	4.9	$ 2.19	0.1	$ 57.37	5.3	2	$ 2.64
Total	204.3	$ 2.68	3.2	$ 53.59	223.2	100%	$ 3.21

(a) The average sales price excludes gains (losses) on derivatives.

(b) Current Quarter production reflects the sale of a 25% joint venture interest in the company's Barnett Shale assets on January 25, 2010 (15.8 bcfe), the company's sixth volumetric production payment transaction on February 5, 2010 (2.0 bcfe), the company's seventh volumetric production payment transaction on June 14, 2010 (0.5 bcfe) and the sale of producing properties in Virginia and in the Permian Basin in the Current Quarter (1.8 bcfe).

Natural gas production represented approximately 90% and 92% of our total production volume on a natural gas equivalent basis in the Current Quarter and the Prior Quarter, respectively.

Marketing, Gathering and Compression Sales and Operating Expenses. Marketing, gathering and compression activities are substantially for third parties who are owners in Chesapeake–operated wells. Chesapeake realized $793 million in marketing, gathering and compression sales in the Current Quarter, with corresponding marketing, gathering and compression expenses of $763 million, for a net margin before depreciation of $30 million. This compares to sales of $532 million, expenses of $500 million and a net margin before depreciation of $32 million in the Prior Quarter. In the Current Quarter, Chesapeake realized

an increase in marketing, gathering and compression sales and operating expenses primarily due to an increase in third–party marketing, gathering and compression volumes. This increase was offset by a decrease in revenues, expenses and margin related to certain of our midstream businesses that were contributed to our midstream joint venture on September 30, 2009 and subsequently deconsolidated on January 1, 2010.

Service Operations Revenue and Operating Expenses. Service operations consist of third–party revenue and operating expenses related to our drilling and oilfield trucking operations. Chesapeake recognized $58 million in service operations revenue in the Current Quarter with corresponding service operations expense of $53 million, for a net margin before depreciation of $5 million. This compares to revenue of $44 million, expenses of $46 million and a net margin before depreciation of ($2) million in the Prior Quarter.

Production Expenses. Production expenses, which include lifting costs and ad valorem taxes, were $213 million in both the Current Quarter and the Prior Quarter. On a unit–of–production basis, production expenses were $0.84 per mcfe in the Current Quarter compared to $0.95 per mcfe in the Prior Quarter. The decrease in the Current Quarter was primarily the result of completing new high volume wells with lower per unit production expenses.

Production Taxes. Production taxes were $37 million in the Current Quarter compared to $24 million in the Prior Quarter. On a unit–of–production basis, production taxes were $0.15 per mcfe in the Current Quarter compared to $0.11 per mcfe in the Prior Quarter. The $13 million increase in production taxes in the Current Quarter is due to an increase in the average realized sales price of natural gas and oil of $0.67 per mcfe (excluding gains or losses on derivatives) and an increase in production of 31 bcfe. In general, production taxes are calculated using value–based formulas that produce higher per unit costs when natural gas and oil prices are higher.

General and Administrative Expenses. General and administrative expenses, including stock–based compensation but excluding internal costs capitalized to our natural gas and oil properties, were $106 million in the Current Quarter and $74 million in the Prior Quarter. General and administrative expenses were $0.41 and $0.33 per mcfe for the Current Quarter and Prior Quarter, respectively. The increase in the Current Quarter was the result of the company's continued growth as well as increased spending on advertising and related costs associated with our efforts to educate the public concerning the benefits of natural gas.

Included in general and administrative expenses is stock–based compensation of $21 million for the Current Quarter and $19 million for the Prior Quarter. Our stock–based compensation for employees and non–employee directors is in the form of restricted stock. Prior to 2004, stock–based compensation awards were only in the form of stock options. Employee stock–based compensation awards generally vest over a period of four or five years. Our non–employee director awards vest over a period of three years. The discussion of stock–based compensation in Note 5 of our condensed consolidated financial statements included in Part I of this report provides additional detail on the accounting for and reporting of our restricted stock and stock options.

Chesapeake follows the full–cost method of accounting under which all costs associated with natural gas and oil property acquisition, exploration and development activities are capitalized. We capitalize internal costs that can be directly identified with our exploration and development activities and do not include any costs related to production, general corporate overhead or similar activities. We capitalized $87 million and $89 million of internal costs in the Current Quarter and the Prior Quarter, respectively, directly related to our natural gas and oil property acquisition, exploration and development efforts.

Natural Gas and Oil Depreciation, Depletion and Amortization. Depreciation, depletion and amortization of natural gas and oil properties was $340 million and $295 million during the Current Quarter and the Prior Quarter, respectively. The average DD&A rate per mcfe, which is a function of capitalized costs, future development costs and the related underlying reserves in the periods presented, was $1.34 and $1.32 in the Current Quarter and in the Prior Quarter, respectively.

Depreciation and Amortization of Other Assets. Depreciation and amortization of other assets was $53 million in the Current Quarter and $58 million in the Prior Quarter. Depreciation and amortization of other assets was $0.21 and $0.26 per mcfe for the Current Quarter and the Prior Quarter, respectively. The decrease in the Current Quarter is primarily due to certain of our midstream businesses that were contributed to our midstream joint venture on September 30, 2009 and subsequently deconsolidated on January 1, 2010 offset by additional depreciation expense associated with assets acquired over the past year. Property and

Table of Contents
equipment costs are depreciated on a straight–line basis. Buildings are depreciated over 10 to 39 years, gathering facilities are depreciated over 20 years, drilling rigs are depreciated over 15 years and all other property and equipment are depreciated over the estimated useful lives of the assets, which range from two to twenty years. To the extent company–owned drilling rigs and equipment are used to drill our wells, a substantial portion of the depreciation is capitalized in natural gas and oil properties as exploration or development costs.

Restructuring Costs. In the Prior Quarter, we recorded $34 million of restructuring and relocating costs in our Eastern Division and certain other workforce reduction costs. We reorganized our Charleston, West Virginia–based Eastern Division from a regional corporate headquarters to a regional field office consistent with the business model we use elsewhere in the country. As a result, we consolidated the management of our Eastern Division land, legal, accounting, information technology, geoscience and engineering departments into our corporate offices in Oklahoma City. The costs of the restructuring include termination benefits, consolidating or closing facilities and relocating employees. The discussion of restructuring costs in Note 10 of our condensed consolidated financial statements included in Part I of this report provides additional detail on the accounting for and reporting of these costs.

Interest (Expense) Income. Interest (expense) income decreased to $16 million in the Current Quarter compared to ($22) million in the Prior Quarter as follows:

	Three Months Ended June 30,	
	2010	2009
	($ in millions)	
Interest expense on senior notes	$ (190)	$ (196)
Interest expense on credit facilities	(12)	(17)
Capitalized interest	179	152
Realized gain (loss) on interest rate derivatives	2	5
Unrealized gain (loss) on interest rate derivatives	49	42
Amortization of loan discount and other	(12)	(8)
Total interest (expense) income	$ 16	$ (22)
Average long–term borrowings on senior notes	$ 10,806	$ 11,493

Interest expense, excluding unrealized gains or losses on interest rate derivatives and net of amounts capitalized, was $0.13 per mcfe in the Current Quarter compared to $0.29 in the Prior Quarter. The decrease in interest expense per mcfe is primarily due to increased production and an increase in capitalized interest. Capitalized interest increased $27 million as a result of a significant increase in unevaluated properties, the base on which interest is capitalized, in the Current Quarter compared to the Prior Quarter.

Impairment of Investments. In the Prior Quarter, we paid $10 million to fund various costs associated with the operations of an investee, Ventura Refining and Transmission LLC. These costs were expensed as incurred.

Loss on Redemptions or Exchanges of Chesapeake Debt. During the Current Quarter, we redeemed in whole for an aggregate redemption price of approximately $1.366 billion, plus accrued interest, approximately $364 million in principal amount of our outstanding 7.50% Senior Notes due 2013, $300 million in principal amount of our 7.50% Senior Notes due 2014 and approximately $670 million in principal amount of our 6.875% Senior Notes due 2016. Associated with the redemptions, we recognized a loss of $69 million in the Current Quarter consisting primarily of the redemption premium and the write–off of the related discount on senior notes and deferred charges.

In the Prior Quarter, we privately exchanged approximately $85 million in aggregate principal amount of our 2.25% Contingent Convertible Senior Notes due 2038 for an aggregate of 2,530,650 shares of our common stock valued at approximately $53 million. Through these transactions, we were able to retire this debt for common stock valued at approximately 63% of the face value of the notes. Of the $85 million principal amount of convertible notes exchanged in the Prior Quarter, $52 million was allocated to the debt component and the remaining $33 million was allocated to the equity conversion feature and was recorded as an adjustment to paid–in–capital. The

difference between the debt component and value of the common stock exchanged in these transactions resulted in the $2 million loss (including $1 million of deferred charges associated with the exchanges).

Other Income (Expense). Other income (expense) was $20 million and ($2) million in the Current Quarter and in the Prior Quarter, respectively. The Current Quarter consisted of $1 million of interest income, $27 million of equity in earnings related to our equity method investments and ($8) million of miscellaneous expense. The Prior Quarter consisted of $2 million of interest income, a ($7) million loss related to our equity in the net losses of certain investments and $3 million of miscellaneous income.

Income Tax Expense (Benefit). Chesapeake recorded income tax expense of $159 million in the Current Quarter compared to $145 million in the Prior Quarter. Of the $14 million increase in income tax expense recorded in the Current Quarter, $10 million was the result of the increase in net income before income taxes and $4 million was due to an increase in the effective tax rate. Our effective income tax rate was 38.5% in the Current Quarter and 37.5% in the Prior Quarter. Our effective tax rate fluctuates as a result of the impact of state income taxes and permanent differences.

Results of Operations – Six Months Ended June 30, 2010 vs. June 30, 2009

General. For the Current Period, Chesapeake had net income of $993 million, or $1.49 per diluted common share, on total revenues of $4.810 billion. This compares to a net loss of $5.498 billion, or $9.18 per diluted common share, on total revenues of $3.668 billion during the Prior Period. The Prior Period loss was due to a non−cash impairment expense of approximately $6.0 billion, net of tax, as a result of a 36% decrease in NYMEX natural gas prices from $5.71 per mcf at December 31, 2008 to $3.63 per mcf at March 31, 2009.

Natural Gas and Oil Sales. During the Current Period, natural gas and oil sales were $3.059 billion compared to $2.494 billion in the Prior Period. In the Current Period, Chesapeake produced 486.6 bcfe at a weighted average price of $6.46 per mcfe, compared to 436.2 bcfe produced in the Prior Period at a weighted average price of $5.98 per mcfe (weighted average prices exclude the effect of unrealized losses on natural gas and oil derivatives of ($82) million and ($116) million in the Current Period and the Prior Period, respectively). In the Current Period, the increase in prices resulted in an increase in revenue of $229 million and increased production resulted in a $302 million increase, for a total increase in revenues of $531 million (excluding unrealized gains or losses on natural gas and oil derivatives). The increase in production from the Prior Period to the Current Period was primarily generated by organic growth.

For the Current Period, we realized an average price per mcf of natural gas of $5.97, compared to $5.80 in the Prior Period (weighted average prices exclude the effect of unrealized gains or losses on derivatives). Oil prices realized per barrel (excluding unrealized gains or losses on derivatives) were $64.35 and $48.32 in the Current Period and Prior Period, respectively. Realized gains or losses from our natural gas and oil derivatives resulted in a net increase in natural gas and oil revenues of $972 million, or $2.00 per mcfe, in the Current Period and a net increase of $1.115 billion, or $2.55 per mcfe, in the Prior Period.

Changes in natural gas and oil prices have a significant impact on our natural gas and oil revenues and cash flows. Assuming the Current Period production levels, a change of $0.10 per mcf of natural gas sold would have resulted in an increase or decrease in revenues and cash flow of approximately $49 million and $47 million, respectively, and a change of $1.00 per barrel of oil sold would have resulted in an increase or decrease in revenues and cash flow of approximately $8 million, without considering the effect of derivative activities.

Table of Contents

The following tables show our production and price received by region for the Current Period and the Prior Period:

	Six Months Ended June 30, 2010						
	Natural Gas		Oil		Total		
	(Bcf)	($/Mcf)(a)	(Mmbbl)	($/Bbl)(a)	(Bcfe)	%	($/Mcfe)(a)
Big 6 Shales:							
Barnett Shale	97.1	$ 2.74	0.3	$ 32.35	99.1	20%	$ 2.79
Fayetteville Shale	64.7	$ 3.51	—	$ —	64.7	13	$ 3.51
Haynesville Shale	90.9	$ 3.84	—	$ —	90.9	19	$ 3.84
Marcellus Shale	18.6	$ 4.47	—	$ —	18.6	4	$ 4.47
Bossier Shale	—	$ —	—	$ —	—	—	$ —
Eagle Ford Shale	0.3	$ 5.17	0.1	$ 70.29	0.9	—	$ 9.32
Other:							
Mid–Continent	113.7	$ 4.67	6.2	$ 56.57	150.8	31	$ 5.84
Permian and Delaware Basins	24.1	$ 4.47	1.4	$ 74.92	32.7	7	$ 6.58
South Texas/Gulf Coast/ Ark–La–Tex	15.4	$ 4.40	0.2	$ 74.72	16.4	3	$ 4.85
Appalachian Basin	12.0	$ 3.62	0.1	$ 70.07	12.5	3	$ 3.92
Total(b)	436.8	$ 3.84	8.3	$ 59.38	486.6	100%	$ 4.46

	Six Months Ended June 30, 2009						
	Natural Gas		Oil		Total		
	(Bcf)	($/Mcf)(a)	(Mmbbl)	($/Bbl)(a)	(Bcfe)	%	($/Mcfe)(a)
Big 6 Shales:							
Barnett Shale	116.7	$ 2.15	—	$ —	116.7	27%	$ 2.15
Fayetteville Shale	38.7	$ 3.14	—	$ —	38.7	9	$ 3.14
Haynesville Shale	26.6	$ 3.46	0.1	$ 43.39	27.2	6	$ 3.53
Marcellus Shale	9.7	$ 5.08	—	$ —	9.7	2	$ 5.08
Bossier Shale	—	$ —	—	$ —	—	—	$ —
Eagle Ford Shale	—	$ —	—	$ —	—	—	$ —
Other:							
Mid–Continent	128.6	$ 3.41	3.9	$ 44.75	152.0	35	$ 4.03
Permian and Delaware Basins	29.7	$ 3.21	1.5	$ 46.05	38.8	9	$ 4.26
South Texas/Gulf Coast/ Ark–La–Tex	39.7	$ 3.66	0.4	$ 46.20	42.2	9	$ 3.90
Appalachian Basin	10.3	$ 2.86	0.1	$ 46.93	10.9	3	$ 3.13
Total	400.0	$ 3.06	6.0	$ 45.19	436.2	100%	$ 3.43

(a) The average sales price excludes gains (losses) on derivatives.

(b) Current Period production reflects the sale of a 25% joint venture interest in the company's Barnett Shale assets on January 25, 2010 (29.8 bcfe), the company's sixth volumetric production payment transaction on February 5, 2010 (3.3 bcfe), the company's seventh volumetric production payment transaction on June 14, 2010 (0.5 bcfe) and the sale of producing properties in Virginia and in the Permian Basin in the Current Quarter (1.8 bcfe).

Natural gas production represented approximately 90% and 92% of our total production volume on a natural gas equivalent basis in the Current Period and the Prior Period, respectively.

Marketing, Gathering and Compression Sales and Operating Expenses. Marketing, gathering and compression activities are substantially for third parties who are owners in Chesapeake–operated wells. Chesapeake realized $1.637 million in marketing, gathering and compression sales in the Current Period, with corresponding marketing, gathering and compression expenses of $1.578 million, for a net margin before depreciation of $59 million. This compares to sales of $1.084 billion, expenses of $1.023 billion and a net margin before depreciation of $61 million in the Prior Period. In the Current Period, Chesapeake realized an increase in marketing, gathering and compression sales and operating expenses primarily due to an increase in third–party marketing, gathering and compression volumes. This increase was offset by a decrease in revenues, expenses and margin related to certain of our midstream businesses that were contributed to our midstream joint venture on September 30, 2009 and subsequently deconsolidated on January 1, 2010.

Service Operations Revenue and Operating Expenses. Service operations consist of third–party revenue and operating expenses related to our drilling and oilfield trucking operations. Chesapeake recognized $114 million in service operations revenue in the Current Period with corresponding service operations expense of $102 million, for a net margin before depreciation of $12 million. This compares to revenue of $90 million, expenses of $87 million and a net margin before depreciation of $3 million in the Prior Period.

Production Expenses. Production expenses, which include lifting costs and ad valorem taxes, were $421 million in the Current Period compared to $451 million in the Prior Period. On a unit–of–production basis, production expenses were $0.86 per mcfe in the Current Period compared to $1.03 per mcfe in the Prior Period. The decrease in the Current Period was primarily the result of completing new high volume wells with lower per unit production costs.

Production Taxes. Production taxes were $85 million in the Current Period compared to $46 million in the Prior Period. On a unit–of–production basis, production taxes were $0.18 per mcfe in the Current Period compared to $0.11 per mcfe in the Prior Period. The $39 million increase in production taxes in the Current Period is primarily due to an increase in the average realized sales price of natural gas and oil of $1.03 per mcfe (excluding gains or losses on derivatives) and an increase in production of 50 bcfe. In general, production taxes are calculated using value–based formulas that produce higher per unit costs when natural gas and oil prices are higher.

General and Administrative Expenses. General and administrative expenses, including stock–based compensation but excluding internal costs capitalized to our natural gas and oil properties, were $215 million in the Current Period and $164 million in the Prior Period. General and administrative expenses were $0.44 and $0.38 per mcfe for the Current Period and Prior Period, respectively. The increase in the Current Period was the result of the company's continued growth as well as increased spending on advertising and related costs associated with our efforts to educate the public concerning the benefits of natural gas.

Included in general and administrative expenses is stock–based compensation of $42 million for the Current Period and $39 million for the Prior Period. Our stock–based compensation for employees and non–employee directors is in the form of restricted stock. Prior to 2004, stock–based compensation awards were only in the form of stock options. Employee stock–based compensation awards generally vest over a period of four or five years. Our non–employee director awards vest over a period of three years. The discussion of stock–based compensation in Note 5 of our condensed consolidated financial statements included in Part I of this report provides additional detail on the accounting for and reporting of our restricted stock and stock options.

Chesapeake follows the full–cost method of accounting under which all costs associated with natural gas and oil property acquisition, exploration and development activities are capitalized. We capitalize internal costs that can be directly identified with our exploration and development activities and do not include any costs related to production, general corporate overhead or similar activities. We capitalized $189 million and $182 million of internal costs in the Current Period and the Prior Period, respectively, directly related to our natural gas and oil property acquisition, exploration and development efforts.

Natural Gas and Oil Depreciation, Depletion and Amortization. Depreciation, depletion and amortization of natural gas and oil properties was $647 million and $742 million during the Current Period and the Prior Period, respectively. The average DD&A rate per mcfe, which is a function of capitalized costs, future development costs and the related underlying reserves in the periods presented, was $1.33 and $1.70 in the Current Period and in the Prior Period, respectively. The $0.37 decrease in the average

DD&A rate is due primarily to the reduction of our natural gas and oil full–cost pool resulting from divestitures in 2009 and 2010, the utilization of joint venture drilling carries in 2009 and 2010 and the impairment of natural gas and oil properties in 2009.

Depreciation and Amortization of Other Assets. Depreciation and amortization of other assets was $103 million in the Current Period and $115 million in the Prior Period. Depreciation and amortization of other assets was $0.21 and $0.26 per mcfe for the Current Period and the Prior Period, respectively. The decrease in the Current Period is primarily due to certain of our midstream businesses that were contributed to our midstream joint venture on September 30, 2009 and subsequently deconsolidated on January 1, 2010 offset by additional depreciation expense associated with assets acquired over the past year. Property and equipment costs are depreciated on a straight–line basis. Buildings are depreciated over 10 to 39 years, gathering facilities are depreciated over 20 years, drilling rigs are depreciated over 15 years and all other property and equipment are depreciated over the estimated useful lives of the assets, which range from two to twenty years. To the extent company–owned drilling rigs and equipment are used to drill our wells, a substantial portion of the depreciation is capitalized in natural gas and oil properties as exploration or development costs.

Impairment of Natural Gas and Oil Properties and Other Assets. Due to lower commodity prices in the first quarter of 2009, we reported a non–cash impairment charge on our natural gas and oil properties of $9.6 billion in the Prior Period. We account for our natural gas and oil properties using the full–cost method of accounting, which limits the amount of costs we can capitalize and requires us to write off these costs if the carrying value of natural gas and oil assets in the evaluated portion of our full–cost pool exceeds the sum of the present value of expected future net cash flows of proved reserves, using a 10% pre–tax discount rate based on constant pricing and cost assumptions, and the present value of certain natural gas and oil hedges. Additionally in the Prior Period, we recorded an impairment of $30 million associated with certain of our other assets.

Restructuring Costs. In the Prior Period, we recorded $34 million of restructuring and relocation costs in our Eastern Division and certain other workforce reduction costs. We reorganized our Charleston, West Virginia–based Eastern Division from a regional corporate headquarters to a regional field office consistent with the business model we use elsewhere in the country. As a result, we consolidated the management of our Eastern Division land, legal, accounting, information technology, geoscience and engineering departments into our corporate offices in Oklahoma City. The costs of the restructuring include termination benefits, consolidating or closing facilities and relocating employees. The discussion of restructuring costs in Note 10 of our condensed consolidated financial statements included in Part I of this report provides additional detail on the accounting for and reporting of these costs.

Interest (Expense) Income. Interest expense increased to ($9) million in the Current Period compared to ($8) million in the Prior Period as follows:

	Six Months Ended June 30,	
	2010	2009
	($ in millions)	
Interest expense on senior notes	$ (383)	$ (378)
Interest expense on credit facilities	(24)	(29)
Capitalized interest	340	314
Realized gain (loss) on interest rate derivatives	4	12
Unrealized gain (loss) on interest rate derivatives	77	87
Amortization of loan discount and other	(23)	(14)
Total interest expense	$ (9)	$ (8)
Average long–term borrowings on senior notes	$ 10,951	$ 11,095

Interest expense, excluding unrealized gains or losses on interest rate derivatives and net of amounts capitalized, was $0.18 per mcfe in the Current Period compared to $0.22 in the Prior Period. The decrease in interest expense per mcfe is primarily due to increased production volume and an increase in capitalized interest. Capitalized interest increased $26 million as a result of a significant increase in unevaluated properties, the base on which interest is capitalized, in the Current Period compared to the Prior Period.

Impairment of Investments. In the Prior Period, we recorded a $162 million impairment of certain investments. Each of our investees has been impacted by the dramatic slowing of the worldwide economy and the freezing of the credit markets in the fourth quarter of 2008 and into 2009. The economic weakness resulted in significantly reduced natural gas and oil prices leading to a meaningful decline in the overall level of activity in the markets served by our investees. Associated with the weakness in performance of certain of the investees, as well as an evaluation of their financial condition and near−term prospects, we recognized that an other than temporary impairment had occurred on the following investments: Gastar Exploration Ltd., $70 million; Chaparral Energy, Inc., $51 million; DHS Drilling Company, $19 million; Ventura Refining and Transmission LLC, $13 million; and Mountain Drilling Company, $9 million.

Loss on Redemptions or Exchanges of Chesapeake Debt. During the Current Period, we redeemed in whole for an aggregate redemption price of approximately $1.366 billion, plus accrued interest, approximately $364 million in principal amount of our outstanding 7.50% Senior Notes due 2013, $300 million in principal amount of our 7.50% Senior Notes due 2014 and approximately $670 million in principal amount of our 6.875% Senior Notes due 2016. Associated with the redemptions, we recognized a loss of $69 million in the Current Period consisting primarily of the redemption premium and the write−off of the related discount on senior notes and deferred charges.

In the Current Period, we privately exchanged approximately $11 million in aggregate principal amount of our 2.25% Contingent Convertible Senior Notes due 2038 for an aggregate of 298,500 shares of our common stock valued at approximately $9 million. Through these transactions, we were able to retire this debt for common stock valued at approximately 80% of the face value of the notes. Of the $11 million principal amount of convertible notes exchanged in the Current Period, $7 million was allocated to the debt component and the remaining $4 million was allocated to the equity conversion feature and was recorded as an adjustment to paid−in−capital. The difference between the debt component and value of the common stock exchanged in these transactions resulted in the $2 million loss (including a nominal amount of deferred charges associated with the exchanges).

In the Prior Period, we privately exchanged approximately $85 million in aggregate principal amount of our 2.25% Contingent Convertible Senior Notes due 2038 for an aggregate of 2,530,650 shares of our common stock valued at approximately $53 million. Through these transactions, we were able to retire this debt for common stock valued at approximately 63% of the face value of the notes. Of the $85 million principal amount of convertible notes exchanged in the Prior Period, $52 million was allocated to the debt component and the remaining $33 million was allocated to the equity conversion feature and was recorded as an adjustment to paid−in−capital. The difference between the debt component and value of the common stock exchanged in these transactions resulted in the $2 million loss (including $1 million of deferred charges associated with the exchanges).

Other Income. Other income was $35 million and $5 million in the Current Period and in the Prior Period, respectively. The Current Period consisted of $2 million of interest income, $39 million of equity in earnings related to our equity method investments and ($6) million of miscellaneous income. The Prior Period consisted of $5 million of interest income, an ($8) million loss related to our equity in the net losses of certain investments and $8 million of miscellaneous income.

Income Tax Expense (Benefit). Chesapeake recorded income tax expense of $621 million in the Current Period, compared to an income tax benefit of $3.298 billion in the Prior Period. Of the $3.919 billion increase in income tax expense recorded in the Current Period, $3.903 billion was the result of the increase in net income before income taxes and $16 million was due to an increase in the effective tax rate. Our effective income tax rate was 38.5% in the Current Period and 37.5% in the Prior Period. Our effective tax rate fluctuates as a result of the impact of state income taxes and permanent differences.

Critical Accounting Policies

We consider accounting policies related to hedging, natural gas and oil properties and income taxes to be critical policies. These policies are summarized in Management’s Discussion and Analysis of Financial Condition and Results of Operations in our annual report on Form 10−K for the year ended December 31, 2009 (“2009 Form 10−K”).

Recently Issued and Proposed Accounting Standards

The Financial Accounting Standards Board (FASB) recently issued the following standards which were reviewed by Chesapeake to determine the potential impact on our financial statements upon adoption.

In February 2010, the FASB amended its guidance on subsequent events to remove the requirement for SEC filers to disclose the date through which an entity has evaluated subsequent events. The guidance was effective upon issuance. We adopted this guidance in the Current Period.

The FASB also issued new guidance requiring additional disclosures about fair value measurements, adding a new requirement to disclose transfers in and out of Levels 1 and 2 measurements and gross presentation of activity within a Level 3 roll forward. The guidance also clarified existing disclosure requirements regarding the level of disaggregation of fair value measurements and disclosures regarding inputs and valuation techniques. We adopted this guidance in the Current Period. Adoption had no impact on our financial position or results of operations. Required disclosures for the reconciliation of purchases, sales, issuance and settlements of financial instruments valued with a Level 3 method are effective beginning on January 1, 2011 and we do not expect the implementation to have a material impact on our financial position or results of operations. See Note 11 for discussion regarding fair value measurements.

Forward−Looking Statements

This report 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. Forward−looking statements give our current expectations or forecasts of future events. They include estimates of natural gas and oil reserves, expected natural gas and oil production and future expenses, assumptions regarding future natural gas and oil prices, planned capital expenditures, and anticipated asset acquisitions and sales, as well as statements concerning anticipated cash flow and liquidity, business strategy and other plans and objectives for future operations. Disclosures concerning the fair values of derivative contracts and their estimated contribution to our future results of operations are based upon market information as of a specific date. These market prices are subject to significant volatility.

Although we believe the expectations and forecasts reflected in these and other forward−looking statements are reasonable, we can give no assurance they will prove to have been correct. They can be affected by inaccurate assumptions or by known or unknown risks and uncertainties. Factors that could cause actual results to differ materially from expected results are described under "Risk Factors" in Item 1A of our 2009 Form 10−K. They include:

- the volatility of natural gas and oil prices;
- the limitations our level of indebtedness may have on our financial flexibility;
- declines in the values of our natural gas and oil properties resulting in ceiling test write−downs;
- the availability of capital on an economic basis, including planned asset monetization transactions, to fund reserve replacement costs;
- our ability to replace reserves and sustain production;
- uncertainties inherent in estimating quantities of natural gas and oil reserves and projecting future rates of production and the amount and timing of development expenditures;
- potential differences in our interpretations of new reserve disclosure rules and future SEC guidance;
- inability to generate profits or achieve targeted results in our development and exploratory drilling and well operations;
- leasehold terms expiring before production can be established;
- hedging activities resulting in lower prices realized on natural gas and oil sales and the need to secure hedging liabilities;
- a reduced ability to borrow or raise additional capital as a result of lower natural gas and oil prices;

- drilling and operating risks, including potential environmental liabilities;
- changes in legislation and regulation adversely affecting our industry and our business;
- general economic conditions negatively impacting us and our business counterparties;
- transportation capacity constraints and interruptions that could adversely affect our cash flow; and
- losses possible from pending or future litigation.

We caution you not to place undue reliance on these forward–looking statements, which speak only as of the date of this report, and we undertake no obligation to update this information. We urge you to carefully review and consider the disclosures made in this report and our other filings with the Securities and Exchange Commission that attempt to advise interested parties of the risks and factors that may affect our business.

ITEM 3. *Quantitative and Qualitative Disclosures About Market Risk*

Natural Gas and Oil Hedging Activities

Our results of operations and cash flows are impacted by changes in market prices for natural gas and oil. To mitigate a portion of the exposure to adverse market changes, we have entered into various derivative instruments. These instruments allow us to predict with greater certainty the effective natural gas and oil prices to be received for our hedged production. Although derivatives often fail to achieve 100% effectiveness for accounting purposes, we believe our derivative instruments continue to be highly effective in achieving our risk management objectives.

Our general strategy for attempting to mitigate exposure to adverse natural gas and oil price changes is to hedge into strengthening natural gas and oil futures markets when prices allow us to generate high cash margins and when we view prices to be in the upper range of our predicted most likely future price range. Information we consider in forming an opinion about future prices includes general economic conditions, industrial output levels and expectations, producer breakeven cost structures, liquefied natural gas import trends, natural gas and oil storage inventory levels, industry decline rates for base production and weather trends.

We use a wide range of derivative instruments to achieve our risk management objectives, including swaps, various collar arrangements and options (puts or calls). All of these are described in more detail below. We typically use swaps or collars for a large portion of the natural gas and oil volume we hedge. Swaps are used when the price level is acceptable and collars are used when the downside protection from the bought put is meaningful and the cap on upside from the sold call is at a satisfactory level. We also sell calls, taking advantage of market volatility for a portion of our projected production volumes when the strike price levels and the premiums are attractive to us. Typically, we sell call options when we would be satisfied to sell our production at the price being capped by the call strike or believe it to be more likely than not that the future natural gas or oil price will stay below the call strike price plus the premium we will receive.

We determine the volume we may potentially hedge by reviewing the company’s estimated future production levels, which are derived from extensive examination of existing producing reserve estimates and estimates of likely production (risked) from new drilling. Production forecasts are updated at least monthly and adjusted if necessary to actual results and activity levels. We do not hedge more volumes than we expect to produce, and if production estimates are lowered for future periods and hedges are already executed for some volume above the new production forecasts, the hedges are reversed. The actual fixed hedge price on our derivative instruments is derived from bidding and the reference NYMEX price, as reflected in current NYMEX trading. The pricing dates of our derivative contracts follow NYMEX futures. All of our derivative instruments are net settled based on the difference between the fixed price payment and the floating–price payment, resulting in a net amount due to or from the counterparty.

Hedging positions, including swaps and collars, are adjusted in response to changes in prices and market conditions as part of an ongoing dynamic process. We review our hedging positions continuously and if future market conditions change and prices have fallen to levels we believe could jeopardize the effectiveness of a position, we will mitigate such risk by either doing a cash settlement with our counterparty, restructuring the position, or by entering into a new swap that effectively reverses the current position (a counter–swap). The factors we consider in closing or restructuring a position before the settlement date are identical to those we reviewed when deciding to enter into the original hedge position.

In 2009, we restructured many of our trades that included knockout features as commodity prices decreased. The knockouts were typically restructured into straight swaps or collars based on strip prices at the time of the restructure. In the latter half of 2009 and in 2010, we took advantage of attractive strip prices in 2012 through 2015 and sold natural gas and oil call options to our counterparties in exchange for 2010 and 2011 natural gas swaps with strike prices above the then current market price. This effectively allowed us to sell out−year volatility through call options at terms acceptable to us in exchange for straight natural gas swaps with strike prices well in excess of the then current market price for natural gas.

As of June 30, 2010, our natural gas and oil derivative instruments were comprised of the following:

- Swaps: Chesapeake receives a fixed price and pays a floating market price to the counterparty for the hedged commodity.
- Collars: These instruments contain a fixed floor price (put) and ceiling price (call). If the market price exceeds the call strike price or falls below the put strike price, Chesapeake receives the fixed price and pays the market price. If the market price is between the put and the call strike price, no payments are due from either party.
- Call options: Chesapeake sells call options in exchange for a premium from the counterparty. At the time of settlement, if the market price exceeds the fixed price of the call option, Chesapeake pays the counterparty such excess and if the market price settles below the fixed price of the call option, no payment is due from either party.
- Put options: Chesapeake receives a premium from the counterparty in exchange for the sale of a put option. At the time of settlement, if the market price falls below the fixed price of the put option, Chesapeake pays the counterparty such shortfall, and if the market price settles above the fixed price of the put option, no payment is due from either party.
- Knockout swaps: Chesapeake receives a fixed price and pays a floating market price. The fixed price received by Chesapeake includes a premium in exchange for the possibility to reduce the counterparty’s exposure to zero, in any given month, if the floating market price is lower than certain pre−determined knockout prices.
- Basis protection swaps: These instruments are arrangements that guarantee a price differential to NYMEX for natural gas from a specified delivery point. For non−Appalachian Basin basis protection swaps, which typically have negative differentials to NYMEX, Chesapeake receives a payment from the counterparty if the price differential is greater than the stated terms of the contract and pays the counterparty if the price differential is less than the stated terms of the contract. For Appalachian Basin basis protection swaps, which typically have positive differentials to NYMEX, Chesapeake receives a payment from the counterparty if the price differential is less than the stated terms of the contract and pays the counterparty if the price differential is greater than the stated terms of the contract.

In accordance with accounting guidance for derivatives and hedging, to the extent that a legal right of set−off exists, Chesapeake nets the value of its derivative arrangements with the same counterparty in the accompanying condensed consolidated balance sheets. Cash settlements of our derivative arrangements are generally classified as operating cash flows unless the derivative contains a significant financing element at contract inception, in which case, all cash settlements are classified as financing cash flows in the accompanying condensed consolidated statements of cash flows.

Table of Contents

As of June 30, 2010, we had the following open natural gas and oil derivative instruments designed to hedge a portion of our natural gas and oil production for periods after June 30, 2010:

	Volume	Weighted Average Price Fixed	Put	Call	Differential	Cash Flow Hedge	Net Premiums	Fair Value
Natural Gas:	(bbtu)	(per mmbtu)					($ in millions)	
Swaps:								
Q3 2010	68,348	$ 7.48	$ —	$ —	$ —	Yes	$ —	$ 193
Q4 2010	69,588	7.54	—	—	—	Yes	—	177
2011	56,322	7.73	—	—	—	Yes	—	133
Other Swaps[(a)]:								
Q3 2010	50,600	7.44	—	—	—	No	—	140
Q4 2010	50,320	8.04	—	—	—	No	—	131
2011	270,110	7.59	—	—	—	No	—	376
Other Collars:								
Q3 2010	3,680	—	7.60	11.75	—	No	4	11
Q4 2010	3,680	—	7.60	11.75	—	No	4	10
2011	7,300	—	7.70	11.50	—	No	7	18
Call Options:								
Q3 2010	22,570	—	—	10.01	—	No	42	—
Q4 2010	34,040	—	—	10.08	—	No	42	(1)
2011	20,987	—	—	8.00	—	No	35	(3)
2012	262,605	—	—	7.90	—	No	14	(76)
2013 – 2020	904,428	—	—	8.08		No	89	(468)
Put Options:								
Q3 2010	(7,360)	—	4.75	—	—	No	1	(2)
Q4 2010	(7,360)	—	5.38	—	—	No	5	(6)
2011	(51,220)	—	5.53	—	—	No	31	(44)
Knockout Swaps:								
Q4 2010	4,880	8.74	6.56	—	—	No	—	1
2011	23,650	9.86	6.29	—	—	No	—	11
Basis Protection Swaps (Non–Appalachian Basin):								
2011	45,090	—	—	—	(0.82)	No	(3)	(21)
2012 – 2018	57,961	—	—	—	(0.90)	No	(3)	(29)
Basis Protection Swaps (Appalachian Basin):								
Q3 2010	2,660	—	—	—	0.26	No	—	—
Q4 2010	2,732	—	—	—	0.26	No	—	1
2011 – 2022	12,220	—	—	—	0.25	No	—	1
Total Natural Gas							268	553

Oil:	Volume (mbbl)	Weighted Average Price Fixed (per bbl)	Put	Call	Differential	Cash Flow Hedge	Net Premiums ($ in millions)	Fair Value
Swaps:								
Q3 2010	460	$ 85.86	$ —	$ —	$ —	Yes	$ —	$ 4
Q4 2010	460	85.86	—	—	—	Yes	—	4
Other Swaps[b]:								
Q3 2010	644	91.12	—	—	—	No	—	9
Q4 2010	644	91.12	—	—	—	No	—	9
2011	3,285	91.17	—	—	—	No	—	(9)
2012 – 2013	3,655	100.00	—	—	—	No	—	(22)
Call Options:								
Q3 2010	368	—	—	101.25	—	No	(3)	—
Q4 2010	368	—	—	101.25	—	No	(3)	(1)
2011[c]	5,475	—	—	71.35	—	No	—	(38)
2012 – 2015[c]	32,701	—	—	87.07	—	No	—	(412)
Knock–Out Swaps:								
Q3 2010	1,196	90.25	60.00	—	—	No	—	16
Q4 2010	1,196	90.25	60.00	—	—	No	—	12
2011	1,095	104.75	60.00	—	—	No	—	15
2012	732	109.50	60.00	—	—	No	—	7
Total Oil							(6)	(406)
Total Natural Gas and Oil							$ 262	$ 147

(a) Included in Natural Gas Other Swaps are options to extend existing swaps for an additional 12 months. The volume of such extendables in 2010 is 4,600 bbtu at a weighted average fixed swap price of $10.00/mmbtu, and in 2011 is 47,450 bbtu at a weighted average fixed swap price of $10.18/mmbtu.

(b) Included in Oil Other Swaps are options to extend existing swaps for an additional 12 months. The volume of such extendables in 2011 is 3,285 mbbl at a weighted average fixed price of $91.17/bbl and in 2012 – 2013 is 3,655 mbbl at a weighted average fixed price of $100.00/bbl.

(c) Included in Oil Call Options are natural gas liquid call options in the amount of 5,000 bbls per day at $39.06/bbl for 2011 and $38.01/bbl for 2012.

We have determined the fair value of our derivative instruments utilizing established index prices, volatility curves and discount factors. These estimates are compared to our counterparty values for reasonableness. Derivative transactions are also subject to the risk that counterparties will be unable to meet their obligations. Such non–performance risk is considered in the valuation of our derivative instruments, but to date has not had a material impact on the values of our derivatives. Future risk related to counterparties not being able to meet their obligations has been mitigated under our secured hedging facility which requires counterparties to post collateral if their obligations to Chesapeake are in excess of defined thresholds. The values we report in our financial statements are as of a point in time and subsequently change as these estimates are revised to reflect actual results, changes in market conditions and other factors.

Table of Contents

The table below reconciles the Current Period change in fair value of our natural gas and oil derivatives. Of the $147 million fair value asset, as of June 30, 2010, $965 million relates to contracts maturing in the next 12 months, of which we expect to transfer approximately $196 million (net of income taxes) from accumulated other comprehensive income to net income (loss), and ($818) million relates to contracts maturing after 12 months. All transactions hedged as of June 30, 2010 are expected to mature by December 31, 2022.

	2010
	($ in millions)
Fair value of contracts outstanding, as of January 1	$ 21
Change in fair value of contracts	898
Fair value of contracts when entered into	(38)
Contracts realized or otherwise settled	(821)
Fair value of contracts when closed	87
Fair value of contracts outstanding, as of June 30	$ 147

The change in natural gas and oil prices during the Current Period increased the value of our derivative assets by $898 million. This gain is recorded in natural gas and oil sales or in accumulated other comprehensive income. We entered into new contracts which had premiums of $38 million, and a liability was recorded. We settled contracts, reducing our assets by $821 million, and we closed out contracts, increasing our assets by $87 million. The realized gain will be recorded in natural gas and oil sales in the month of related production.

Pursuant to accounting guidance for derivatives and hedging, certain derivatives qualify for designation as cash flow hedges. Following these provisions, changes in the fair value of derivative instruments designated as cash flow hedges, to the extent they are effective in offsetting cash flows attributable to the hedged risk, are recorded in accumulated other comprehensive income until the hedged item is recognized in earnings as the physical transactions being hedged occur. Any change in fair value resulting from ineffectiveness is currently recognized in natural gas and oil sales as unrealized gains (losses). Changes in the fair value of non–qualifying derivatives that occur prior to their maturity (i.e., temporary fluctuations in value) are reported currently in the condensed consolidated statements of operations as unrealized gains (losses) within natural gas and oil sales. Realized gains (losses) are included in natural gas and oil sales in the month of related production.

The components of natural gas and oil sales for the Current Quarter, the Prior Quarter, the Current Period and the Prior Period are presented below.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2010	2009	2010	2009
	($ in millions)			
Natural gas and oil sales	$ 984	$ 717	$ 2,169	$ 1,495
Realized gains (losses) on natural gas and oil derivatives	573	597	972	1,115
Unrealized gains (losses) on non–qualifying natural gas and oil derivatives	(378)	(253)	(58)	(206)
Unrealized gains (losses) on ineffectiveness of cash flow hedges	(18)	36	(24)	90
Total natural gas and oil sales	$ 1,161	$ 1,097	$ 3,059	$ 2,494

Table of Contents

Interest Rate Risk

The table below presents principal cash flows ($ in millions) and related weighted average interest rates by expected maturity dates.

	Years of Maturity						
	2010	2011	2012	2013	2014	Thereafter	Total
Liabilities:							
Long–term debt – fixed rate[a]	$ —	$ —	$ —	$ 500	$ 300	$ 8,944	$ 9,744
Average interest rate	—	—	—	7.63%	7.00%	5.98%	6.09%
Long–term debt – variable rate	$ —	$ —	$ 1,521	$ —	$ —	$ —	$ 1,521
Average interest rate	—	—	3.36%	—	—	—	3.36%

(a) This amount does not include the discount included in long–term debt of ($832) million and interest rate derivatives of $68 million.

Changes in interest rates affect the amount of interest we earn on our cash, cash equivalents and short–term investments and the interest rate we pay on borrowings under our revolving bank credit facilities. All of our other long–term indebtedness is fixed rate and, therefore, does not expose us to the risk of fluctuations in earnings or cash flow due to changes in market interest rates. However, changes in interest rates do affect the fair value of our fixed–rate debt.

Interest Rate Derivatives

To mitigate our exposure to volatility in interest rates related to our senior notes and credit facilities, we enter into interest rate derivatives. As of June 30, 2010, our interest rate derivative instruments were comprised of the following types of instruments:

- Swaps: Chesapeake enters into fixed–to–floating interest rate swaps (we receive a fixed interest rate and pay a floating market rate) to mitigate our exposure to changes in the fair value of our senior notes. We enter into floating–to–fixed interest rate swaps (we receive a floating market rate and a pay fixed interest rate) to manage our interest rate exposure related to our bank credit facility borrowings.
- Collars: These instruments contain a fixed floor rate (floor) and a ceiling rate (cap). If the floating rate is above the cap, we have a net receivable from the counterparty and if the floating rate is below the floor, we have a net payable to the counterparty. If the floating rate is between the floor and the cap, there is no payment due from either party. Collars are used to manage our interest rate exposure related to our bank credit facilities borrowings.
- Call options: Occasionally we sell call options for a premium when we think it is more likely that the option will expire unexercised. The option allows the counterparty to terminate an open swap at a specific date.
- Swaptions: Occasionally we sell an option to a counterparty for a premium which allows the counterparty to enter into a swap with us on a specific date.

Table of Contents

As of June 30, 2010, the following interest rate derivatives were outstanding:

	Notional Amount ($ in millions)	Weighted Average Rate Fixed	Weighted Average Rate Floating[b]	Fair Value Hedge	Net Premiums ($ in millions)	Fair Value ($ in millions)
Fixed to Floating:						
Swaps						
Mature 2017 – 2020	$ 750	6.88%	3 – 6 mL plus 366 bp	No	$ 5	$ 10
Call Options						
Expire Q4 2010	$ 250	6.88%	3 mL plus 287 bp	No	7	(14)
Swaption						
Expire Q3 2010 – Q4 2010	$ 400	7.63%	3 – 6 mL plus 400 bp	No	5	(1)
Floating to Fixed:						
Swaps						
Mature Q3 2010 – 2012	$ 1,375	3.30%	1 – 6 mL	No	—	(37)
Collars[a]						
Mature Q3 2010	$ 250	4.52%	6 mL	No	—	(1)
					$ 17	$ (43)

(a) The collars have ceiling and floor fixed interest rates of 5.37% and 4.52%, respectively.

(b) Month LIBOR has been abbreviated “mL” and basis points has been abbreviated “bp”.

In the Current Period, we closed interest rate derivatives which were designated as fair value hedges for gains totaling $5 million. These gains are currently reported as an adjustment to our senior note liability, and will be amortized as a reduction to realized interest expense over the remaining seven−year term of the related senior notes.

For interest rate derivative instruments designated as fair value hedges changes in fair value are recorded on the condensed consolidated balance sheets as assets (liabilities), and the debt’s carrying value amount is adjusted by the change in the fair value of the debt subsequent to the initiation of the derivative. Changes in the fair value of non−qualifying derivatives that occur prior to their maturity (i.e., temporary fluctuations in value) are reported currently in the condensed consolidated statements of operations as unrealized (gains) losses within interest expense.

Gains or losses from interest rate derivative transactions are reflected as adjustments to interest expense on the condensed consolidated statements of operations. The components of interest expense for the Current Period and the Prior Period are presented below.

	Three Months Ended June 30, 2010	Three Months Ended June 30, 2009	Six Months Ended June 30, 2010	Six Months Ended June 30, 2009
	($ in millions)			
Interest expense on senior notes	$ (190)	$ (196)	$ (383)	$ (378)
Interest expense on credit facilities	(12)	(17)	(24)	(29)
Capitalized interest	179	152	340	314
Realized gains (losses) on interest rate derivatives	2	5	4	12
Unrealized gains (losses) on interest rate derivatives	49	42	77	87
Amortization of loan discount and other	(12)	(8)	(23)	(14)
Total interest (expense) income	$ 16	$ (22)	$ (9)	$ (8)

Foreign Currency Derivatives

On December 6, 2006, we issued €600 million of 6.25% Euro−denominated Senior Notes due 2017. Concurrent with the issuance of the Euro−denominated senior notes, we entered into a cross currency swap to mitigate our exposure to fluctuations in the euro relative to the dollar over the term of the notes. Under the terms of the cross currency swap, on each semi−annual interest payment date, the counterparties pay Chesapeake €19 million and Chesapeake pays the counterparties $30 million, which yields an annual dollar−equivalent interest rate of 7.491%. Upon maturity of the notes, the counterparties will pay Chesapeake €600 million and Chesapeake will pay the counterparties $800 million. The terms of the cross currency swap were based on the dollar/euro exchange rate on the issuance date of $1.3325 to €1.00. Through the cross currency swap, we have eliminated any potential variability in Chesapeake's expected cash flows related to changes in foreign exchange rates and therefore the swap qualifies as a cash flow hedge. The fair value of the cross currency swap is recorded on the condensed consolidated balance sheet as a liability of $118 million at June 30, 2010. The euro−denominated debt in notes payable has been adjusted to $738 million at June 30, 2010 using an exchange rate of 1.2291 to €1.00.

ITEM 4. *Controls and Procedures*

We maintain disclosure controls and procedures designed to ensure that information required to be disclosed by Chesapeake in reports filed or submitted by it under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission rules and forms, and that such information is accumulated and communicated to management, including our principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure. At the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of Chesapeake management, including Chesapeake's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of Chesapeake's disclosure controls and procedures pursuant to Securities Exchange Act Rule 13a−15(b). Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of June 30, 2010.

No changes in Chesapeake's internal control over financial reporting occurred during the Current Quarter that have materially affected, or are reasonably likely to materially affect, Chesapeake's internal control over financial reporting.

Table of Contents

PART II. OTHER INFORMATION

ITEM 1. *Legal Proceedings*

We refer you to "Litigation" in Note 3 of the notes to the condensed consolidated financial statements included in Part I, Item 1 of this Form 10–Q.

ITEM 1A. *Risk Factors*

Our business has many risks. Factors that could materially adversely affect our business, financial condition, operating results or liquidity and the trading price of our common stock, preferred stock or senior notes are described under "Risk Factors" in Item 1A of our 2009 Form 10–K. This information should be considered carefully, together with other information in this report and other reports and materials we file with the Securities and Exchange Commission.

ITEM 2. *Unregistered Sales of Equity Securities and Use of Proceeds*

The following table presents information about repurchases of our common stock during the three months ended June 30, 2010:

Period	Total Number of Shares Purchased[(a)]	Average Price Paid Per Share [(a)]	Total Number Of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs[(b)]
April 1, 2010 through April 30, 2010	13,214	$ 23.92	—	—
May 1, 2010 through May 31, 2010	10,489	$ 22.36	—	—
June 1, 2010 through June 30, 2010	10,762	$ 21.43	—	—
Total	34,465	$ 22.57	—	—

(a) Represents the surrender to the company of shares of common stock to pay withholding taxes in connection with the vesting of employee restricted stock.

(b) We make matching contributions to our 401(k) plan and deferred compensation plan using Chesapeake common stock which is held in treasury or is purchased by the respective plan trustees in the open market. The plans contain no limitation on the number of shares that may be purchased for purposes of company contributions.

ITEM 3. *Defaults Upon Senior Securities*

Not applicable.

ITEM 4. *(Removed and Reserved)*

Not applicable.

ITEM 5. *Other Information*

Not applicable.

ITEM 6. ***Exhibits***

The following exhibits are filed as a part of this report:

		Incorporated by Reference					
Exhibit Number	**Exhibit Description**	**Form**	**SEC File Number**	**Exhibit**	**Filing Date**	**Filed Herewith**	**Furnished Herewith**
3.1.1	Chesapeake's Restated Certificate of Incorporation, as amended.	10–Q	001–13726	3.1.1	08/10/2009		
3.1.2	Certificate of Designation of 5% Cumulative Convertible Preferred Stock (Series 2005B).	10–Q	001–13726	3.1.4	11/10/2008		
3.1.3	Certificate of Designation of 4.5% Cumulative Convertible Preferred Stock.	10–Q	001–13726	3.1.6	08/11/2008		
3.1.4	Certificate of Designation of 5.75% Cumulative Non–Voting Convertible Preferred Stock (Series A).	8–K	001–13726	3.2	05/20/2010		
3.1.5	Certificate of Designation of 5.75% Cumulative Non–Voting Convertible Preferred Stock, as amended.					X	
3.2.2	Chesapeake's Amended and Restated Bylaws.	8–K	001–13726	3.1	11/17/2008		
4.4.1	Fifth Amendment dated as of May 11, 2010 to Seventh Amended and Restated Credit Agreement, dated as of November 2, 2007, among Chesapeake Energy Corporation, as the Company, Chesapeake Exploration Limited Partnership and Chesapeake Appalachia, L.L.C., as Co–Borrowers, Union Bank of California, N.A., as Administrative Agent, The Royal Bank of Scotland, as Syndication Agent, and Bank of America, N.A., SunTrust Bank and BNP Paribas, as Co–Documentation Agents, and the several lenders from time to time parties thereto.					X	
10.1.14	Chesapeake's Amended and Restated Long Term Incentive Plan.	8–K	001–13726	10.1.14	06/17/2010		
10.1.14.1	Form of Restricted Stock Award Agreement for the Long Term Incentive Plan.					X	
12	Ratios of Earnings to Fixed Charges and Combined Fixed Charges and Preferred Dividends.					X	
31.1	Aubrey K. McClendon, Chairman and Chief Executive Officer, Certification pursuant to Section 302 of the Sarbanes–Oxley Act of 2002.					X	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith	Furnished Herewith
		Form	SEC File Number	Exhibit	Filing Date		
31.2	Marcus C. Rowland, Executive Vice President and Chief Financial Officer, Certification pursuant to Section 302 of the Sarbanes–Oxley Act of 2002.					X	
32.1	Aubrey K. McClendon, Chairman and Chief Executive Officer, Certification pursuant to Section 906 of the Sarbanes–Oxley Act of 2002.					X	
32.2	Marcus C. Rowland, Executive Vice President and Chief Financial Officer, Certification pursuant to Section 906 of the Sarbanes–Oxley Act of 2002.					X	
101.INS	XBRL Instance Document.						X
101.SCH	XBRL Taxonomy Extension Schema Document.						X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.						X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.						X
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document.						X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.						X

Table of Contents

SIGNATURES

Pursuant to the requirement of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CHESAPEAKE ENERGY CORPORATION

Date: August 9, 2010

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

Date: August 9, 2010

By: /s/ MARCUS C. ROWLAND
Marcus C. Rowland
Executive Vice President and
Chief Financial Officer

INDEX TO EXHIBITS

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3.1.2	Certificate of Designation of 5% Cumulative Convertible Preferred Stock (Series 2005B).	10–Q	001–13726	3.1.4	11/10/2008		
3.1.3	Certificate of Designation of 4.5% Cumulative Convertible Preferred Stock.	10–Q	001–13726	3.1.6	08/11/2008		
3.1.4	Certificate of Designation of 5.75% Cumulative Non–Voting Convertible Preferred Stock (Series A).	8–K	001–13726	3.2	05/20/2010		
3.1.5	Certificate of Designation of 5.75% Cumulative Non–Voting Convertible Preferred Stock, as amended.					X	
3.2.2	Chesapeake's Amended and Restated Bylaws.	8–K	001–13726	3.1	11/17/2008		
4.4.1	Fifth Amendment dated as of May 11, 2010 to Seventh Amended and Restated Credit Agreement, dated as of November 2, 2007, among Chesapeake Energy Corporation, as the Company, Chesapeake Exploration Limited Partnership and Chesapeake Appalachia, L.L.C., as Co–Borrowers, Union Bank of California, N.A., as Administrative Agent, The Royal Bank of Scotland, as Syndication Agent, and Bank of America, N.A., SunTrust Bank and BNP Paribas, as Co–Documentation Agents, and the several lenders from time to time parties thereto.					X	
10.1.14	Chesapeake's Amended and Restated Long Term Incentive Plan.	8–K	001–13726	10.1.14	06/17/2010		
10.1.14.1	Form of Restricted Stock Award Agreement for the Long Term Incentive Plan.					X	
12	Ratios of Earnings to Fixed Charges and Combined Fixed Charges and Preferred Dividends.					X	
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Table of Contents

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101.INS	XBRL Instance Document.						X
101.SCH	XBRL Taxonomy Extension Schema Document.						X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.						X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.						X
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document.						X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.						X

Exhibit 3.1.5

CERTIFICATE OF DESIGNATIONS
OF
5.75% CUMULATIVE NON–VOTING CONVERTIBLE PREFERRED STOCK
OF
CHESAPEAKE ENERGY CORPORATION

Pursuant to Section 1032(G) of the Oklahoma General Corporation Act

CHESAPEAKE ENERGY CORPORATION, an Oklahoma corporation (the "Company"), does hereby certify that the following resolution was duly adopted by action of the Board of Directors of the Company, with the provisions thereof fixing the number of shares of the series and the dividend rate being set by action of the Board of Directors of the Company:

RESOLVED that pursuant to the authority expressly granted to and vested in the Board of Directors of the Company by the provisions of Article IV, Section 1 of the Certificate of Incorporation of the Company, as amended from time to time (the "Certificate of Incorporation"), and pursuant to Section 1032(G) of the Oklahoma General Corporation Act, the Board of Directors hereby creates a series of preferred stock of the Company and hereby states that the voting powers, designations, preferences and relative, participating, optional or other special rights of which, and qualifications, limitations or restrictions thereof (in addition to the provisions set forth in the Certificate of Incorporation which are applicable to the preferred stock of all classes and series), shall be as follows:

1. Designation and Amount; Ranking

(a) There shall be created from the 20,000,000 shares of preferred stock, par value $0.01 per share, of the Company authorized to be issued pursuant to the Certificate of Incorporation, a series of preferred stock, designated as the "5.75% Cumulative Non–Voting Convertible Preferred Stock," par value $0.01 per share (the "Preferred Stock"), and the number of shares of such series shall be up to 1,500,000. Such number of shares may be decreased by resolution of the Board of Directors; provided that no decrease shall reduce the number of shares of Preferred Stock to a number less than that of the shares of Preferred Stock then outstanding plus the number of shares issuable upon exercise of options or rights then outstanding.

(b) The Preferred Stock will, with respect to both dividend rights and rights upon the liquidation, winding–up or dissolution of the Company, rank on a parity with the 5.00% Preferred Stock ,the 4.50% Preferred Stock and the 5.75% Preferred Stock (Series A), and the Preferred Stock will, with respect to dividend rights or rights upon the liquidation, winding–up or dissolution of the Company rank (i) senior to all Junior Stock, (ii) on a parity with all other Parity Stock and (iii) junior to all Senior Stock.

2. Definitions. As used herein, the following terms shall have the following meanings:

(a) "4.50% Preferred Stock" shall mean the series of preferred stock, par value $0.01 per share, of the Company designated as the "4.50% Cumulative Convertible Preferred Stock."

(b) "5.00% Preferred Stock" shall mean the series of preferred stock, par value $0.01 per share, of the Company designated as the "5.00% Cumulative Convertible Preferred Stock (Series 2005B)."

(c) "5.75% Preferred Stock (Series A)" shall mean the series of preferred stock, par value $0.01 per share, of the Company designated as the "5.75% Cumulative Non−Voting Convertible Preferred Stock (Series A)."

(d) "Accrued Dividends" shall mean, with respect to any share of Preferred Stock, as of any date, the accrued and unpaid dividends on such share from and including the most recent Dividend Payment Date (or the Issue Date, if such date is prior to the first Dividend Payment Date) to but not including such date.

(e) "Accumulated Dividends" shall mean, with respect to any share of Preferred Stock, as of any date, the aggregate accumulated and unpaid dividends on such share from the Issue Date until the most recent Dividend Payment Date on or prior to such date. There shall be no Accumulated Dividends with respect to any share of Preferred Stock prior to the first Dividend Payment Date.

(f) "Affiliate" shall have the meaning ascribed to it, on the date hereof, under Rule 405 of the Securities Act of 1933, as amended.

(g) "Board of Directors" shall mean the Board of Directors of the Company or, with respect to any action to be taken by the Board of Directors, any committee of the Board of Directors duly authorized to take such action.

(h) "Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law or executive order to close.

(i) "Closing Sale Price" of the Common Stock on any date means the closing sale price per share (or if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) on such date as reported on the principal United States securities exchange on which the Common Stock is traded or, if the Common Stock is not listed on a United States national or regional securities exchange, as reported by Nasdaq or by the National Quotation Bureau Incorporated. In the absence of such a quotation, the Closing Sale Price will be an amount determined in good faith by the Board of Directors to be the fair value of the Common Stock.

(j) "Common Stock" shall mean the common stock, par value $0.01 per share, of the Company, or any other class of stock resulting from successive changes or reclassifications of such common stock consisting solely of changes in par value, or from par value to no par value, or as a result of a subdivision, combination, merger, consolidation or similar transaction in which the Company is a constituent corporation.

(k) "Conversion Price" shall mean $27.00, subject to adjustment as set forth in Section 7(b).

(l) "DTC" or "Depository" shall mean The Depository Trust Company.

(m) "Dividend Payment Date" shall mean February 15, May 15, August 15 and November 15 of each year, commencing August 15, 2010.

(n) "Dividend Record Date" shall mean February 1, May 1, August 1 and November 1 of each year.

(o) "Effective Date" shall mean the date on which a Fundamental Change event occurs.

(p) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(q) "Fundamental Change" shall mean any of the following events: (i) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the Company's assets (determined on a consolidated basis) to any Person or group (as such term is used in Section 13(d)(3) of the Exchange Act), other than to Permitted Holders; (ii) the adoption of a plan the consummation of which would result in the liquidation or dissolution of the Company; (iii) the acquisition, directly or indirectly, by any Person or group (as such term is used in Section 13(d)(3) of the Exchange Act) other than Permitted Holders of beneficial ownership (as defined in Rule 13d−3 under the Exchange Act) of more than 50% of the aggregate voting power of the Voting Stock of the Company if the Permitted Holders (A) beneficially own (as defined in Rules 13d−3 and 13d−5 under the Exchange Act), directly or indirectly, in the aggregate a lesser percentage of the total voting power of the Voting Stock of the Company than such other Person or group and (B) do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors (for the purposes of this definition, such other Person or group shall be deemed to beneficially own any Voting Stock of a specified entity held by a parent entity, if such other Person or group is the beneficial owner (as defined above), directly or indirectly, of more than 35% of the voting power of the Voting Stock of such parent entity and the Permitted Holders beneficially own (as defined in this proviso), directly or indirectly, in the aggregate a lesser percentage of the voting power of the Voting Stock of such parent entity and do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors of such parent entity);
(iv) during any period of two consecutive years, individuals who at the beginning of such period comprised the Board of Directors of the Company (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of the Company was approved by a vote of 66 2/3% of the directors of the Company then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors of the Company then in office; or (v) the Common Stock ceases to be listed on a national securities exchange or quoted on Nasdaq or another over−the−counter market in the United States; provided, however, that a Fundamental Change will not be deemed to have occurred in the case of a merger or consolidation, if (A) at least 90% of the consideration (excluding cash payments for fractional shares and cash payments pursuant to dissenters' appraisal rights) in the merger or consolidation consists of common stock of a United States company traded on a national securities exchange or quoted on Nasdaq (or which will be so traded or quoted when issued or exchanged in connection with such transaction) and (B) as a result of such transaction or transactions the shares of Preferred Stock become convertible solely into such common stock.

(r) "Holder" or "holder" shall mean a holder of record of the Preferred Stock.

(s) "Issue Date" shall mean May 17, 2010.

(t) "Junior Stock" shall mean all classes of common stock of the Company and each other class of capital stock or series of preferred stock established after the Issue Date, by the Board of Directors, the terms of which do not expressly provide that such class or series ranks senior to or on parity with the Preferred Stock as to dividend rights or rights upon the liquidation, winding–up or dissolution of the Company.

(u) "Liquidation Preference" shall mean, with respect to each share of Preferred Stock, $1,000.00.

(v) "Make–Whole Premium" shall have the meaning set forth in Section 4A.

(w) "Market Value" shall mean the average Closing Sale Price of the Common Stock for a five consecutive Trading Day period on the NYSE (or such other national securities exchange or automated quotation system on which the Common Stock is then listed or authorized for quotation or, if the Common Stock is not so listed or authorized for quotation, an amount determined in good faith by the Board of Directors to be the fair value of the Common Stock) ending immediately prior to the date of determination.

(x) "NYSE" shall mean the New York Stock Exchange.

(y) "Officer" shall mean the Chairman of the Board of Directors, the Chief Executive Officer, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company.

(z) "Officers' Certificate" shall mean a certificate signed by two Officers.

(aa) "Opinion of Counsel" shall mean a written opinion from legal counsel who is acceptable to the Transfer Agent. The counsel may be an employee of or counsel to the Company or the Transfer Agent.

(bb) "Parity Stock" shall mean the 5.00% Preferred Stock, the 4.50% Preferred Stock, the 5.75% Preferred Stock (Series A) and any class of capital stock or series of preferred stock established after the Issue Date by the Board of Directors, the terms of which expressly provide that such class or series will rank on parity with the Preferred Stock as to dividend rights or rights upon the liquidation, winding–up or dissolution of the Company.

(cc) "Permitted Holders" means Aubrey K. McClendon and his Affiliates.

(dd) "Person" shall mean any individual, corporation, general partnership, limited partnership, limited liability partnership, joint venture, association, joint–stock company, trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof.

(ee) "SEC" or "Commission" shall mean the Securities and Exchange Commission.

(ff) "Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(gg) "Senior Stock" shall mean each class of capital stock or series of preferred stock established after the Issue Date by the Board of Directors, the terms of which expressly provide that such class or series will rank senior to the Preferred Stock as to dividend rights or rights upon the liquidation, winding–up or dissolution of the Company.

(hh) "Trading Day" shall mean a day during which trading in securities generally occurs on the NYSE or, if Common Stock is not listed on the NYSE, on the principal other national or regional securities exchange on which Common Stock is then listed or, if Common Stock is not listed on a national or regional securities exchange, on Nasdaq or, if Common Stock is not quoted on Nasdaq, on the principal other market on which Common Stock is then traded.

(ii) "Transfer Agent" shall mean Computershare Trust Company, N.A., the Company's duly appointed transfer agent, registrar and conversion and dividend disbursing agent for the Preferred Stock. The Company may, in its sole discretion, remove the Transfer Agent with 10 days' prior notice to the Transfer Agent; provided, that the Company shall appoint a successor Transfer Agent who shall accept such appointment prior to the effectiveness of such removal.

(jj) "Transfer Restricted Securities" shall mean each share of Preferred Stock (or the shares of Common Stock into which such share of Preferred Stock is convertible) until the earlier of (i) the date on which such security or its predecessor has been disposed of under an effective registration statement for the resale thereof or (ii) the date on which such security or predecessor is distributed to the public pursuant to Rule 144 under the Securities Act or is saleable without volume or manner–of–sale restrictions or current public information requirements, unless the Company is in compliance therewith, pursuant to Rule 144 under the Securities Act.

(kk) "Voting Rights Triggering Event" shall mean the failure of the Company to pay dividends on the Preferred Stock with respect to six or more quarterly periods (whether or not consecutive).

(ll) "Voting Stock" shall mean, 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 or other governing body of such Person. For purposes of this definition, "Capital Stock" shall mean, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated) of corporate stock or partnership interests 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.

3. Dividends.

(a) The holders of shares of the outstanding Preferred Stock shall be entitled, when, as and if declared by the Board of Directors out of funds of the Company legally available therefor, to receive cumulative dividends at the rate per annum of 5.75% per share on the Liquidation Preference (equivalent to $57.50 per annum per share), payable quarterly in arrears (the "Dividend Rate"). The Dividend Rate may be increased in the circumstances described in Section 3(b) and Section 3(c) below. Dividends payable for each full dividend period will be computed by dividing the Dividend Rate by four and shall be payable in arrears on each Dividend Payment Date (commencing August 15, 2010, except that for shares of Preferred Stock issued after that date, the initial Dividend Payment Date shall be the Dividend Payment Date first occurring following the date of issuance of such Preferred Shares) for the quarterly period ending immediately prior to such Dividend Payment Date, to the holders of record of Preferred Stock at the close of business on the Dividend Record Date applicable to such Dividend Payment Date. Such dividends shall be cumulative from the most recent date as to which dividends shall have been paid or, if no dividends have been paid, from the Issue Date (whether or not in any dividend period or periods there shall be funds of the Company legally available for the payment of such dividends) and shall accrue on a day−to−day basis, whether or not earned or declared, from and after the Issue Date. Dividends payable for any partial dividend period, including the initial dividend period ending immediately prior to August 15, 2010, shall be computed on the basis of days elapsed over a 360−day year consisting of twelve 30−day months. Accumulations of dividends on shares of Preferred Stock shall not bear interest.

(b) If at any time during the six−month period beginning on, and including, the date which is six months after the date of issuance of a share of Preferred Stock, the Company fails to timely file any document or report that the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act, as applicable (other than current reports on Form 8−K) such that "current public information" as contemplated by Rule 144(c) is not available, or shares of the Preferred Stock are not otherwise freely tradable by holders other than the Company's Affiliates (as a result of restrictions pursuant to U.S. securities laws or the terms of the Preferred Stock related thereto) (such event being a "Filing Default"), additional dividends shall accrue on the Preferred Stock at the rate of .50% per annum (resulting in a Dividend Rate of 6.25% per annum during the continuance of a Filing Default), from and including the date on which any such Filing Default shall occur to but excluding the date on which all Filing Defaults have been cured; *provided* that the Company shall have 14 days, in the aggregate, to cure any such Filing Default before such increase in the Dividend Rate shall be effective.

(c) If as of the 366th day after the date of issuance of a share of Preferred Stock, the Preferred Stock or the shares of Common Stock into which the Preferred Stock is convertible are not freely tradable pursuant to Rule 144 under the Securities Act without volume or manner−of−sale restrictions by holders other than Affiliates of the Company, additional dividends shall accrue on the Preferred Stock at the rate of .50% per annum (resulting in a Dividend Rate of 6.25% per annum), from and including the 366th day after such date of issuance until but excluding the date on which the Preferred Stock and the shares of Common Stock into which the Preferred Stock is convertible become freely tradable pursuant to Rule 144 under the Securities Act without volume or manner−of−sale restrictions by holders other than Affiliates of the Company.

(d) No dividend will be declared or paid upon, or any sum set apart for the payment of dividends upon, any outstanding share of the Preferred Stock with respect to any dividend period unless all dividends for all preceding dividend periods have been declared and paid or declared and a sufficient sum has been set apart for the payment of such dividend, upon all outstanding shares of Preferred Stock.

(e) No dividends or other distributions (other than a dividend or distribution payable solely in shares of Parity Stock or Junior Stock (in the case of Parity Stock) or Junior Stock (in the case of Junior Stock) and other than cash paid in lieu of fractional shares) may be declared, made or paid, or set apart for payment upon, any Parity Stock or Junior Stock, nor may any Parity Stock or Junior Stock be redeemed, purchased or otherwise acquired for any consideration (or any money paid to or made available for a sinking fund for the redemption of any Parity Stock or Junior Stock) by or on behalf of the Company (except by conversion into or exchange for shares of Parity Stock or Junior Stock (in the case of Parity Stock) or Junior Stock (in the case of Junior Stock)), unless full Accumulated Dividends shall have been or contemporaneously are declared and paid, or are declared and a sum sufficient for the payment thereof is set apart for such payment, on the Preferred Stock and any Parity Stock for all dividend payment periods terminating on or prior to the date of such declaration, payment, redemption, purchase or acquisition. Notwithstanding the foregoing, if full dividends have not been paid on the Preferred Stock and any Parity Stock, dividends may be declared and paid on the Preferred Stock and such Parity Stock so long as the dividends are declared and paid pro rata so that the amounts of dividends declared per share on the Preferred Stock and such Parity Stock will in all cases bear to each other the same ratio that accumulated and unpaid dividends per share on the shares of Preferred Stock and such other Parity Stock bear to each other.

(f) Holders of shares of Preferred Stock shall not be entitled to any dividends on the Preferred Stock, whether payable in cash, property or stock, in excess of full cumulative dividends. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Preferred Stock which may be in arrears.

(g) The holders of shares of Preferred Stock at the close of business on a Dividend Record Date will be entitled to receive the dividend payment on those shares on the next following Dividend Payment Date notwithstanding the subsequent conversion thereof or the Company's default in payment of the dividend due on that Dividend Payment Date. However, shares of Preferred Stock surrendered for conversion during the period between the close of business on any Dividend Record Date and the close of business on the Business Day immediately preceding the applicable Dividend Payment Date must be accompanied by payment of an amount equal to the dividend payable on the shares on that Dividend Payment Date. A holder of shares of Preferred Stock on a Dividend Record Date who (or whose transferee) tenders any shares for conversion on the corresponding Dividend Payment Date will receive the dividend payable by the Company on the Preferred Stock on that date, and the converting holder need not include payment in the amount of such dividend upon surrender of shares of Preferred Stock for conversion. Except as provided above with respect to a voluntary conversion pursuant to Section 7, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on converted shares or for dividends on the shares of Common Stock issued upon conversion.

(h) Dividends on the Preferred Stock must be paid in cash.

4. Fundamental Change.

(a) Upon the occurrence of a Fundamental Change, each holder of Preferred Stock shall:

(i) if it converts its Preferred Stock at any time beginning at the opening of business on the Trading Day immediately following the Effective Date and ending at the close of business on the 30th Trading Day immediately following the Effective Date, receive:

(A) Common Stock and cash in lieu of fractional shares, as described in Section 7; and

(B) the Make–Whole Premium, if any, and

(ii) in the event that the Market Value for the period ending on the Effective Date is less than the Conversion Price, have a one–time option (the “Fundamental Change Option”) to convert all of such Holder’s outstanding shares of Preferred Stock into fully paid and nonassessable shares of Common Stock at an adjusted Conversion Price equal to the greater of (x) the Market Value for the period ending on the Effective Date and (y) $14.61. The Fundamental Change Option must be exercised, if at all, during the period of not less than 30 days nor more than 60 days after the Fundamental Change Notice Date. In lieu of issuing the shares of Common Stock issuable upon conversion in the event of a Fundamental Change, the Company may, at its option, make a cash payment equal to the Market Value for each share of such Common Stock otherwise issuable, determined for the period ending on the Effective Date.

(b) In the event of a Fundamental Change, notice of such Fundamental Change shall be given, within 10 Trading Days of the Effective Date, by the Company by first–class mail to each record holder of shares of Preferred Stock, at such holder’s address as the same appears on the books of the Company (such date of notice, the “Fundamental Change Notice Date”). Each such notice shall state (i) that a Fundamental Change has occurred; (ii) the last day on which the Make–Whole Premium can be received upon conversion and the last day on which the Fundamental Change Option may be exercised (each such date, an “Expiration Date”) pursuant to the terms hereof; (iii) the name and address of the Transfer Agent; and (iv) the procedures that holders must follow to exercise the Fundamental Change Option.

(c) On or before the applicable Expiration Date, each holder of shares of Preferred Stock wishing to exercise its Fundamental Change Option pursuant to Section 4(a) shall surrender the certificate or certificates representing the shares of Preferred Stock to be converted, in the manner and at the place designated in the notice described in Section 4(b), and on such date the cash or shares of Common Stock due to such holder shall be delivered to the Person whose name appears on such certificate or certificates as the owner thereof and the shares represented by each surrendered certificate shall be returned to authorized but unissued shares. Upon surrender (in accordance with the notice described in Section 4(b)) of the certificate or certificates representing any shares to be so converted (properly endorsed or assigned for transfer, if the Company shall so require and the notice shall so state), such shares shall be converted by the Company at the adjusted Conversion Price, if applicable, as described in Section 4(a).

(d) The rights of holders of Preferred Stock pursuant to this Section 4 are in addition to, and not in lieu of, the rights of holders of Preferred Stock provided for in Section 7 hereof and Section 4A.

4A. Determination of the Make–Whole Premium.

(a) If a Holder elects to convert Preferred Stock in connection with a transaction that is a Fundamental Change, the Company shall deliver to such Holder upon conversion, in addition to the shares of Common Stock and cash for fractional shares under Section 4 and Section 7, a make–whole premium (the “Make–Whole Premium”):

(i) equal to a percentage of the Liquidation Preference of the Preferred Stock converted determined by reference to the table in clause (d) below, based on the Effective Date and the price (the “Stock Price”) paid, or deemed to be paid, per share of the Common Stock of the Company in the transaction constituting the Fundamental Change, subject to adjustment as described below; and

(ii) in addition to, and not in substitution for, any cash, securities or other assets otherwise due to holders of Preferred Stock upon conversion.

(b) The Make–Whole Premium will be paid solely in shares of Common Stock (other than cash in lieu of fractional shares) or in the same form of consideration into which all or substantially all of the Common Stock has been converted or exchanged in connection with the Fundamental Change (other than cash paid in lieu of fractional interests in any security or pursuant to dissenters’ rights). The Company will pay cash in lieu of fractional interests in any security or other property delivered in connection with such Fundamental Change. The Make–Whole Premium will be payable on the 35th Trading Day following the Effective Date for Preferred Stock converted in connection with a Fundamental Change. If holders of Common Stock receive or have the right to receive more than one form of consideration in connection with such Fundamental Change, then, for purposes of the foregoing, the forms of consideration in which the Make–Whole Premium will be paid will be in proportion to the relative value, determined as described below, of the different forms of consideration paid to holders of Common Stock in connection with the Fundamental Change.

(c) The Stock Price paid, or deemed paid, per share of Common Stock in the transaction constituting the Fundamental Change will be calculated as follows:

(i) In the case of a Fundamental Change in which all or substantially all of the shares of Common Stock have been, as of the Effective Date, converted into or exchanged for the right to receive securities or other assets or property, the consideration shall be valued as follows:

(A) securities that are traded on a U.S. national securities exchange or approved for quotation on the Nasdaq or any similar system of automated dissemination of quotations of securities prices, will be valued at the average of the closing prices of such securities for the five consecutive Trading Days beginning on the second Trading Day after the Fundamental Change Notice Date,

(B) other securities, assets or property, other than cash, that holders will have the right to receive will be valued based on the average of the fair market value of the securities, assets or property, other than cash, as determined by two independent nationally recognized investment banks, and

(C) 100% of any cash.

(ii) In all other cases, the value of Common Stock will equal the average of the closing prices of Common Stock for the five consecutive Trading Days beginning on the second Trading Day after the Fundamental Change Notice Date.

The value of Common Stock or other consideration for purposes of determining the number of shares of Common Stock or other consideration to be issued in respect of the Make−Whole Premium will be calculated in the same manner.

(d) The following table sets forth the Stock Price paid, or deemed paid, per share of Common Stock in the transaction constituting the Fundamental Change, the Effective Date and Make−Whole Premium (expressed as a percentage of Liquidation Preference) upon a conversion in connection with a Fundamental Change:

Value as % of Liquidation Preference

	Effective Date						
	5/17/2010	5/15/2011	5/15/2012	5/15/2013	5/15/2014	5/15/2015	Thereafter
$21.91	0.0	0.0	0.0	0.0	0.0	0.0	0.0
$23.00	3.6	2.2	0.6	0.0	0.0	0.0	0.0
$25.00	10.2	8.7	7.0	5.4	4.1	3.5	3.5
$27.00	16.9	15.3	13.5	11.7	10.1	9.1	9.1
$30.00	16.1	14.3	12.4	10.3	8.2	6.4	6.4
$35.00	14.9	13.1	11.0	8.6	5.9	1.9	1.9
$40.00	13.9	12.1	10.0	7.6	4.6	0.0	0.0
$45.00	13.1	11.4	9.3	6.9	4.0	0.0	0.0
$55.00	11.9	10.3	8.3	6.1	3.4	0.0	0.0
$65.00	10.9	9.4	7.6	5.6	3.2	0.0	0.0
$75.00	9.8	8.6	6.9	5.2	2.9	0.0	0.0
$85.00	8.9	7.7	6.3	4.7	2.7	0.0	0.0
$95.00	8.1	7.0	5.7	4.3	2.5	0.0	0.0

The Stock Prices set forth in the table will be adjusted as of any date on which the Conversion Price of the Preferred Stock is adjusted. The adjusted Stock Prices will equal the stock prices applicable immediately prior to the adjustment divided by a fraction, the numerator of which is the Conversion Price immediately prior to the adjustment to the Conversion Price and the denominator of which is the conversion price as so adjusted.

The exact Stock Price and Effective Date may not be set forth on the table, in which case:

(i) if the Stock Price is between two Stock Prices on the table or the Effective Date is between two Effective Dates on the table, the Make−Whole Premium will be determined by straight−line interpolation between Make−Whole Premium amounts set forth for the higher and lower Stock Prices and the two Effective Dates, as applicable, based on a 365−day year;

(ii) if the Stock Price is in excess of $95.00 per share (subject to adjustment in the same manner as the Stock Price) the payment corresponding to row $95.00 will be paid; and

(iii) if the Stock Price is less than or equal to $21.91 per share (subject to adjustment in the same manner as the Stock Price), no Make−Whole Premium will be paid.

5. Voting.

(a) The shares of Preferred Stock shall have no voting rights except as set forth below or as otherwise required by Oklahoma law from time to time:

(i) If and whenever at any time or times a Voting Rights Triggering Event occurs, then the holders of shares of Preferred Stock, voting as a single class with any other preferred stock or preference securities having similar voting rights that are exercisable, including the 5.00% Preferred Stock, the 4.50% Preferred Stock and the 5.75% Preferred Stock (Series A) (the “Voting Rights Class”), will be entitled at the next regular or special meeting of stockholders of the Company to elect two additional directors of the Company. Upon the election of any such additional directors, as permitted by the Restated Certificate of Incorporation of the Company, the number of directors that comprise the Board of Directors shall be increased by such number of additional directors.

(ii) Such voting rights may be exercised at a special meeting of the holders of the shares of the Voting Rights Class, called as hereinafter provided, or at any annual meeting of stockholders held for the purpose of electing directors, and thereafter at each such annual meeting until such time as all dividends in arrears on the shares of Preferred Stock shall have been paid in full, at which time or times such voting rights and the term of the directors elected pursuant to Section 5(a)(i) shall terminate.

(iii) At any time when such voting rights shall have vested in holders of shares of the Voting Rights Class, an Officer of the Company may call, and, upon written request of the record holders of shares representing at least twenty−five percent (25%) of the voting power of the shares then outstanding of the Voting Rights Class, addressed to the Secretary of the Company, shall call a special meeting of the holders of shares of the Voting Rights Class. Such meeting shall be held at the earliest practicable date upon the notice required for annual meetings of stockholders at the place for holding annual meetings of stockholders of the Company, or, if none, at a place designated by the Board of Directors. Notwithstanding the provisions of this Section 5(a)(iii), no such special meeting shall be called during a period within the 60 days immediately preceding the date fixed for the next annual meeting of stockholders in which such case, the election of directors pursuant to Section 5(a)(i) shall be held at such annual meeting of stockholders.

(iv) At any meeting held for the purpose of electing directors at which the holders of the Voting Rights Class shall have the right to elect directors as provided herein, the presence in person or by proxy of the holders of shares representing more than fifty percent (50%) in voting power of the then outstanding shares of the Voting Rights Class shall be required and shall be sufficient to constitute a quorum of such class for the election of directors by such class. The affirmative vote of the holders of shares of Preferred Stock constituting a majority of the shares of Preferred Stock present at such meeting, in person or by proxy, shall be sufficient to elect any such director.

(v) Any director elected pursuant to the voting rights created under this Section 5(a) shall hold office until the next annual meeting of stockholders (unless such term has previously terminated pursuant to Section 5(a)(ii)) and any vacancy in respect of any such director shall be filled only by vote of the remaining director so elected by holders of the Voting Rights Class, or if there be no such remaining director, by the holders of shares of the Voting Rights Class at a special meeting called in accordance with the procedures set forth in this Section 5, or, if no such special meeting is called, at the next annual meeting of stockholders. Upon any termination of such voting rights, the term of office of all directors elected pursuant to this Section 5 shall terminate.

(vi) So long as any shares of Preferred Stock remain outstanding, unless a greater percentage shall then be required by law, the Company shall not, without the affirmative vote or consent of the holders of at least 66 2/3% of the outstanding Preferred Stock voting or consenting, as the case may be, separately as one class, (i) create, authorize or issue any class or series of Senior Stock (or any security convertible into Senior Stock) or (ii) amend the Certificate of Incorporation so as to affect adversely the specified rights, preferences, privileges or voting rights of holders of shares of Preferred Stock.

(vii) In exercising the voting rights set forth in this Section 5(a), each share of Preferred Stock shall be entitled to one vote.

(b) The Company may authorize, increase the authorized amount of, or issue any class or series of Parity Stock or Junior Stock, without the consent of the holders of Preferred Stock, and in taking such actions the Company shall not be deemed to have affected adversely the rights, preferences, privileges or voting rights of holders of shares of Preferred Stock.

6. Liquidation Rights.

(a) In the event of any liquidation, winding–up or dissolution of the Company, whether voluntary or involuntary, each holder of shares of Preferred Stock shall be entitled to receive and to be paid out of the assets of the Company available for distribution to its stockholders the Liquidation Preference plus Accumulated Dividends and Accrued Dividends thereon in preference to the holders of, and before any payment or distribution is made on, any Junior Stock, including, without limitation, on any Common Stock.

(b) Neither the sale, conveyance, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all the assets or business of the Company (other than in connection with the liquidation, winding–up or dissolution of its business) nor the merger or consolidation of the Company into or with any other Person shall be deemed to be a liquidation, winding–up or dissolution, voluntary or involuntary, for the purposes of this Section 6.

(c) After the payment to the holders of the shares of Preferred Stock of full preferential amounts provided for in this Section 6, the holders of Preferred Stock as such shall have no right or claim to any of the remaining assets of the Company.

(d) In the event the assets of the Company available for distribution to the holders of shares of Preferred Stock upon any liquidation, winding–up or dissolution of the Company, whether voluntary or involuntary, shall be insufficient to pay in full all amounts to which such holders are entitled pursuant to Section 6(a), no such distribution shall be made on account of any shares of Parity Stock upon such liquidation, dissolution or winding–up unless proportionate distributable amounts shall be paid on account of the shares of Preferred Stock, ratably, in proportion to the full distributable amounts for which holders of all Preferred Stock and of any Parity Stock are entitled upon such liquidation, winding–up or dissolution.

7. Conversion.

(a) Each holder of Preferred Stock shall have the right, at any time, at its option, from the date of issuance of such Preferred Stock to convert, subject to the terms and provisions of this Section 7, any or all of such holder's shares of Preferred Stock. In such case, the shares of Preferred Stock shall be converted into such whole number of fully paid and nonassessable shares of Common Stock as is equal, subject to Section 7(f), to the product of the number of shares of Preferred Stock being so converted multiplied by the quotient of (i) the Liquidation Preference divided by (ii) the Conversion Price then in effect.

The conversion right of a holder of Preferred Stock shall be exercised by the holder by the surrender to the Company of the certificates representing shares to be converted at any time during usual business hours at its principal place of business or the offices of its duly appointed Transfer Agent to be maintained by it, accompanied by written notice to the Company in the form of Exhibit B that the holder elects to convert all or a portion of the shares of Preferred Stock represented by such certificate and specifying the name or names (with address) in which a certificate or certificates for shares of Common Stock are to be issued and (if so required by the Company or its duly appointed Transfer Agent) by a written instrument or instruments of transfer in form reasonably satisfactory to the Company or its duly appointed Transfer Agent duly executed by the holder or its duly authorized legal representative and transfer tax stamps or funds therefor, if required pursuant to Section 7(h). Immediately prior to the close of business on the date of receipt by the Company or its duly appointed Transfer Agent of notice of conversion of shares of Preferred Stock, each converting holder of Preferred Stock shall be deemed to be the holder of record of Common Stock issuable upon conversion of such holder's Preferred Stock notwithstanding that the share register of the Company shall then be closed or that certificates representing such Common Stock shall not then be actually delivered to such holder. On the date of any conversion, all rights with respect to the shares of Preferred Stock so converted, including the rights, if any, to receive notices, will terminate, except only the rights of holders thereof to (i) receive certificates for the number of whole shares of Common Stock into which such shares of Preferred Stock have been converted and cash, in lieu of any fractional shares as provided in Section 7(e); (ii) receive a Make–Whole Premium, if any, payable upon a Fundamental Change, in accordance with Section 4A; and (iii) exercise the rights to which they are entitled as holders of Common Stock.

(b) The Conversion Price shall be subject to adjustment as follows:

(i) In case the Company shall at any time or from time to time (A) pay a dividend (or other distribution) payable in shares of Common Stock on any class of capital stock (which, for purposes of this Section 7(b) shall include, without limitation, any dividends or distributions in the form of options, warrants or other rights to acquire capital stock) of the Company (other than the issuance of shares of Common Stock in connection with the conversion of, or payment or partial payment of dividends on, Preferred Stock); (B) subdivide the outstanding shares of Common Stock into a larger number of shares; (C) combine the outstanding shares of Common Stock into a smaller number of shares; (D) issue any shares of its capital stock in a reclassification of the Common Stock; or (E) pay a dividend or make a distribution to all holders of shares of Common Stock (other than a dividend or distribution subject to Section 7(b)(ii)) pursuant to a stockholder rights plan, "poison pill" or similar arrangement and excluding dividends payable on the Preferred Stock then, and in each such case, the Conversion Price in effect immediately prior to such event shall be adjusted (and any other appropriate actions shall be taken by the Company) so that the holder of any share of Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock that such holder would have owned or would have been entitled to receive upon or by reason of any of the events described above, had such share of Preferred Stock been converted into shares of Common Stock immediately prior to the occurrence of such event. An adjustment made pursuant to this Section 7(b)(i) shall become effective retroactively (x) in the case of any such dividend or distribution, to the day immediately following the close of business on the record date for the determination of holders of Common Stock entitled to receive such dividend or distribution or (y) in the case of any such subdivision, combination or reclassification, to the close of business on the day upon which such corporate action becomes effective.

(ii) In case the Company shall at any time or from time to time issue to all holders of its Common Stock rights, options or warrants entitling the holders thereof to subscribe for or purchase shares of Common Stock (or securities convertible into or exchangeable for shares of Common Stock) at a price per share less than the Market Value for the period ending on the date of issuance (treating the price per share of any security convertible or exchangeable or exercisable into Common Stock as equal to (A) the sum of the price paid to acquire such security convertible, exchangeable or exercisable into Common Stock plus any additional consideration payable (without regard to any anti−dilution adjustments) upon the conversion, exchange or exercise of such security into Common Stock divided by (B) the number of shares of Common Stock into which such convertible, exchangeable or exercisable security is initially convertible, exchangeable or exercisable), other than (i) issuances of such rights, options or warrants if the holder of Preferred Stock would be entitled to receive such rights, options or warrants upon conversion at any time of shares of Preferred Stock into Common Stock and (ii) issuances that are subject to certain triggering events (until such time as such triggering events occur), then, and in each such case, the Conversion Price then in effect shall be adjusted by dividing the Conversion Price in effect on the day immediately prior to the record date of such issuance by a fraction (y) the numerator of which shall be the sum of the number of shares of Common Stock outstanding on such record date plus the number of additional shares of Common Stock issued or to be issued upon or as a result of the issuance of such rights, options or warrants (or the maximum number into or for which such convertible or exchangeable securities initially may convert or exchange or for which such options, warrants or other rights initially may be exercised) and (z) the denominator of which shall be the sum of the number of shares of Common Stock outstanding on such record date plus the number of shares of Common Stock which the aggregate consideration for the total number of such additional shares of Common Stock so issued (or into or for which such convertible or exchangeable securities may convert or exchange or for which such options, warrants or other rights may be exercised plus the aggregate amount of any additional consideration initially payable upon the conversion, exchange or exercise of such security) would purchase at the Market Value for the period ending on the date of conversion; provided, that if the Company distributes rights or warrants (other than those referred to above in this subparagraph (b)(ii)) pro rata to the holders of Common Stock, so long as such rights or warrants have not expired or been redeemed by the Company, (y) the holder of any Preferred Stock surrendered for conversion shall be entitled to receive upon such conversion, in addition to the shares of Common Stock then issuable upon such conversion (the "Conversion Shares"), a number of rights or warrants to be determined as follows: (i) if such conversion occurs on or prior to the date for the distribution to the holders of rights or warrants of separate certificates evidencing such rights or warrants (the "Distribution Date"), the same number of rights or warrants to which a holder of a number of shares of Common Stock equal to the number of Conversion Shares is entitled at the time of such conversion in accordance with the terms and provisions applicable to the rights or warrants and (ii) if such conversion occurs after the Distribution Date, the same number of rights or warrants to which a holder of the number of shares of Common Stock into which such Preferred Stock was convertible immediately prior to such Distribution Date would have been entitled on such Distribution Date had such Preferred Stock been converted immediately prior to such Distribution Date in accordance with the terms and provisions applicable to the rights and warrants and (z) the Conversion Price shall not be subject to adjustment on account of any declaration, distribution or exercise of such rights or warrants.

(iii) If the Company shall at any time make a distribution, by dividend or otherwise, to all holders of shares of its Common Stock consisting exclusively of cash (excluding any cash portion of distributions referred to in clause (E) of paragraph (b)(i) above and cash distributed upon a merger or consolidation to which paragraph (f) below applies) in an amount per share of Common Stock that, when combined with the per share amounts of all other all−cash distributions to all holders of shares of its Common Stock made within the 90−day period ending on the record date for the distribution giving rise to an adjustment pursuant to this Section 7(b)(iii), exceeds $0.075 per share of Common Stock (the "Distribution Threshold Amount"), then the Conversion Price will be adjusted by multiplying:

(1) the Conversion Price in effect immediately prior to the close of business on the record date fixed for the determination of holders of Common Stock entitled to receive such distribution by

(2) a fraction, the numerator of which will be the Market Value on the fourth trading day on the NYSE prior to such record date minus the amount of cash per share of Common Stock so distributed in excess of the Distribution Threshold Amount for which an adjustment has not otherwise been made pursuant to this Section 7(b)(iii) and the denominator of which will be the Market Value on the fourth trading day on the NYSE prior to such record date.

Subject to Section 7(c), such adjustment shall become effective immediately after the record date for the determination of holders of Common Stock entitled to receive the distribution giving rise to an adjustment pursuant to this Section 7(b)(iii). If an adjustment is required to be made under this clause 7(b) as a result of a cash dividend in any quarterly period that exceeds the Distribution Threshold Amount, the adjustment shall be based upon the amount by which the distribution exceeds the Distribution Threshold Amount. If an adjustment is otherwise required to be made under this clause 7(b), the adjustment shall be based upon the full amount of the distribution. The Distribution Threshold Amount is subject to adjustment under the same circumstances under which the Conversion Price is subject to adjustment pursuant to Section 7(b)(i) or Section 7(b)(ii). Notwithstanding the foregoing, in no event will the Conversion Price be less than $21.91, subject to adjustment under the same circumstances under which the Conversion Price is subject to adjustment pursuant to Section 7(b)(i), 7(b)(ii) and 7(b)(iv) and 7(b)(v).

(iv) If the Company shall at any time or from time to time on the record date of such distribution; (A) complete a tender or exchange offer by the Company or any of its subsidiaries for shares of Common Stock that involves an aggregate consideration that, together with (I) any cash and other consideration payable in a tender or exchange offer by the Company or any of its subsidiaries for shares of Common Stock expiring within the then–preceding 12 months in respect of which no adjustment pursuant to this Section 7(b) has been made and (II) the aggregate amount of any such all–cash distributions referred to in clause (iii) above to all holders of shares of Common Stock within the then–preceding 12 months in respect of which no adjustments have been made, exceeds 15% of the Company's market capitalization (defined as the product of the Market Value for the period ending on the record date of such distribution times the number of shares of Common Stock outstanding on such record date) on the expiration of such tender offer; or (B) make a distribution to all holders of its Common Stock consisting of evidences of indebtedness, shares of its capital stock other than Common Stock or assets (including securities, but excluding those dividends, rights, options, warrants and distributions referred to in paragraphs (b)(i), (b)(ii), (b)(iii) above or this (b)(iv)), then, and in each such case, the Conversion Price then in effect shall be adjusted by dividing the Conversion Price in effect immediately prior to the date of such distribution or completion of such tender or exchange offer, as the case may be, by a fraction (x) the numerator of which shall be the Market Value for the period ending on the record date referred to below, or, if such adjustment is made upon the completion of a tender or exchange offer, on the payment date for such offer, and (y) the denominator of which shall be such Market Value less the then fair market value (as determined by the Board of Directors of the Company) of the portion of the cash, evidences of indebtedness, securities or other assets so distributed or paid in such tender or exchange offer, applicable to one share of Common Stock (but such denominator shall not be less than one); provided, however, that no adjustment shall be made with respect to any distribution of rights to purchase securities of the Company if the holder of Preferred Stock would otherwise be entitled to receive such rights upon conversion at any time of shares of Preferred Stock into shares of Common Stock unless such rights are subsequently redeemed by the Company, in which case such redemption shall be treated for purposes of this Section 7(b)(iv) as a dividend on the Common Stock. Such adjustment shall be made whenever any such distribution is made or tender or exchange offer is completed, as the case may be, and shall become effective retroactively to a date immediately following the close of business on the record date for the determination of stockholders entitled to receive such distribution.

(v) In the case the Company at any time or from time to time shall take any action affecting its Common Stock (it being understood that the issuance or sale of shares of Common Stock (or securities convertible into or exchangeable for shares of Common Stock, or any options, warrants or other rights to acquire shares of Common Stock) to any Person at a price per share less than the Conversion Price then in effect shall not be deemed such an action), other than an action described in any of Section 7(b)(i) through Section 7(b)(iv), inclusive, or Section 7(f), or the issuance of shares of Common Stock as a dividend on Preferred Stock, then the Conversion Price shall be adjusted in such manner and at such time as the Board of Directors of the Company in good faith determines to be equitable in the circumstances (such determination to be evidenced in a resolution, a certified copy of which shall be mailed to the holders of the Preferred Stock).

(vi) Notwithstanding anything herein to the contrary, no adjustment under this Section 7(b) need be made to the Conversion Price unless such adjustment would require an increase or decrease of at least 1% of the Conversion Price then in effect. Any lesser adjustment shall be carried forward and shall be made at the time of and together with the next subsequent adjustment, if any, which, together with any adjustment or adjustments so carried forward, shall amount to an increase or decrease of at least 1% of such Conversion Price; provided, however, that with respect to adjustments to be made to the Conversion Price in connection with cash dividends paid by the Company, the Company shall make such adjustments, regardless of whether such aggregate adjustments amount to 1% or more of the Conversion Price, no later than April 15 of each calendar year.

(vii) The Company reserves the right to make such reductions in the Conversion Price in addition to those required in the foregoing provisions as it considers advisable in order that any event treated for Federal income tax purposes as a dividend of stock or stock rights will not be taxable to the recipients. In the event the Company elects to make such a reduction in the Conversion Price, the Company will comply with the requirements of Rule 14e–1 under the Exchange Act, and any other securities laws and regulations thereunder if and to the extent that such laws and regulations are applicable in connection with the reduction of the Conversion Price.

(c) If the Company shall take a record of the holders of its Common Stock for the purpose of entitling them to receive a dividend or other distribution, and shall thereafter (and before the dividend or distribution has been paid or delivered to stockholders) legally abandon its plan to pay or deliver such dividend or distribution, then thereafter no adjustment in the Conversion Price then in effect shall be required by reason of the taking of such record.

(d) Upon any increase or decrease in the Conversion Price, then, and in each such case, the Company promptly shall deliver to each holder of Preferred Stock a certificate signed by an authorized officer of the Company, setting forth in reasonable detail the event requiring the adjustment and the method by which such adjustment was calculated and specifying the increased or decreased Conversion Price then in effect following such adjustment.

(e) No fractional shares or securities representing fractional shares of Common Stock shall be issued upon the conversion of any shares of Preferred Stock, whether voluntary or mandatory. If more than one share of Preferred Stock shall be surrendered for conversion at one time by the same holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate Liquidation Preference of the shares of Preferred Stock so surrendered. If the conversion of any share or shares of Preferred Stock results in a fraction, an amount equal to such fraction multiplied by the last reported sale price of the Common Stock on the NYSE (or on such other national securities exchange or automated quotation system on which the Common Stock is then listed for trading or authorized for quotation or, if the Common Stock is not then so listed or authorized for quotation, an amount determined in good faith by the Board of Directors to be the fair value of the Common Stock) at the close of business on the Trading Day next preceding the day of conversion shall be paid to such holder in cash by the Company.

(f) In the event of any reclassification of outstanding shares of Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value), or in the event of any consolidation or merger of the Company with or into another Person or any merger of another Person with or into the Company (other than a consolidation or merger in which the Company is the resulting or surviving Person and which does not result in any reclassification or change of outstanding Common Stock), or in the event of any sale or other disposition to another Person of all or substantially all of the assets of the Company (computed on a consolidated basis) (any of the foregoing, a "Transaction"), each share of Preferred Stock then outstanding shall, without the consent of any holder of Preferred Stock, become convertible at any time, at the option of the holder thereof, only into the kind and amount of securities (of the Company or another issuer), cash and other property receivable upon such Transaction by a holder of the number of shares of Common Stock into which such share of Preferred Stock could have been converted immediately prior to such Transaction, after giving effect to any adjustment event. The provisions of this Section 7(f) and any equivalent thereof in any such securities similarly shall apply to successive Transactions. The provisions of this Section 7(f), Section 4 and Section 4A shall be the sole rights of holders of Preferred Stock in connection with any Transaction and such holders shall have no separate vote thereon.

(g) The Company shall at all times reserve and keep available for issuance upon the conversion of the Preferred Stock such number of its authorized but unissued shares of Common Stock as will from time to time be sufficient to permit the conversion of all outstanding shares of Preferred Stock, and shall take all action required to increase the authorized number of shares of Common Stock if at any time there shall be insufficient unissued shares of Common Stock to permit such reservation or to permit the conversion of all outstanding shares of Preferred Stock.

(h) The issuance or delivery of certificates for Common Stock upon the conversion of shares of Preferred Stock, shall be made without charge to the converting holder or recipient of shares of Preferred Stock for such certificates or for any tax in respect of the issuance or delivery of such certificates or the securities represented thereby, and such certificates shall be issued or delivered in the respective names of, or in such names as may be directed by, the holders of the shares of Preferred Stock converted; provided, however, that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any such certificate in a name other than that of the holder of the shares of the relevant Preferred Stock and the Company shall not be required to issue or deliver such certificate unless or until the Person or Persons requesting the issuance or delivery thereof shall have paid to the Company the amount of such tax or shall have established to the reasonable satisfaction of the Company that such tax has been paid.

8. Mandatory Conversion.

(a) At any time on or after May 17, 2015, the Company shall have the right, at its option, to cause the Preferred Stock, in whole but not in part, to be automatically converted into that number of whole shares of Common Stock for each share of Preferred Stock equal to the quotient of (i) the Liquidation Preference divided by (ii) the Conversion Price then in effect, with any resulting fractional shares of Common Stock to be settled in accordance with Section 7(e). The Company may exercise its right to cause a mandatory conversion pursuant to this Section 8(a) only if the closing price of the Common Stock equals or exceeds 130% of the Conversion Price then in effect for at least 20 Trading Days in any consecutive 30 Trading Day period on the NYSE (or such other national securities exchange or automated quotation system on which the Common Stock is then listed or authorized for quotation), including the last Trading Day of such 30–day period, ending on the Trading Day prior to the Company's mailing of notice of the mandatory conversion as described in Section 8(b).

(b) The Company shall give notice by mail to the holders of Preferred Stock of the mandatory conversion announcing the Company's intention to convert the Preferred Stock. The conversion date will be a date selected by the Company (the "Mandatory Conversion Date") and will be no more than ten days after the date on which the Company mails the notice described in this Section 8(b).

(c) In addition to any information required by applicable law or regulation, the notice of a mandatory conversion described in Section 8(b) shall state, as appropriate: (i) the Mandatory Conversion Date; (ii) the number of shares of Common Stock to be issued upon conversion of each share of Preferred Stock; (iii) the number of shares of Preferred Stock to be converted; and (iv) that dividends on the Preferred Stock to be converted will cease to accrue on the Mandatory Conversion Date.

(d) On and after the Mandatory Conversion Date, dividends will cease to accrue on the Preferred Stock called for a mandatory conversion pursuant to Section 8(a) and all rights of holders of such Preferred Stock will terminate except for the right to receive the whole shares of Common Stock issuable upon conversion thereof and cash, in lieu of any fractional shares of Common Stock in accordance with Section 7(e). The dividend payment with respect to the Preferred Stock called for a mandatory conversion pursuant to Section 8(a) on a date during the period between the close of business on any Dividend Record Date to the close of business on the corresponding Dividend Payment Date will be payable on such Dividend Payment Date to the record holder of such share on such Dividend Record Date if such share has been converted after such Dividend Record Date and prior to such Dividend Payment Date. Except as provided in the immediately preceding sentence with respect to a mandatory conversion pursuant to Section 8(a), no payment or adjustment will be made upon conversion of Preferred Stock for Accrued Dividends or for dividends with respect to the Common Stock issued upon such conversion.

(e) The Company may not authorize, issue a press release or give notice of any mandatory conversion pursuant to Section 8(a) unless, prior to giving the conversion notice, all Accumulated Dividends on the Preferred Stock for periods ended prior to the date of such conversion notice shall have been paid.

(f) In addition to the mandatory conversion right described in Section 8(a), if there are less than 25,000 shares of Preferred Stock outstanding, the Company shall have the right, at any time on or after May 17, 2015, at its option, to cause the Preferred Stock to be automatically converted into that number of whole shares of Common Stock equal to the quotient of (i) the Liquidation Preference divided by (ii) the lesser of (A) the Conversion Price then in effect and (B) the Market Value for the period ending on the second Trading Day immediately prior to the Mandatory Conversion Date, with any resulting fractional shares of Common Stock to be settled in cash in accordance with Section 7(e). The provisions of clauses (b), (c), (d) and (e) of this Section 8 shall apply to any mandatory conversion pursuant to this clause (f); provided that (i) the Mandatory Conversion Date described in Section 8(b) shall not be less than 15 days nor more than 30 days after the date on which the Company mails the notice pursuant to Section 8(b) announcing such mandatory conversion and (ii) the notice of mandatory conversion described in Section 8(c) need not state the number of shares of Common Stock to be issued upon conversion of each share of Preferred Stock.

9. Consolidation, Merger and Sale of Assets.

(a) The Company, without the consent of the holders of any of the outstanding Preferred Stock, may consolidate with or merge into any other Person or convey, transfer or lease all or substantially all its assets to any Person or may permit any Person to consolidate with or merge into, or transfer or lease all or substantially all its properties to, the Company; provided, however, that (i) the successor, transferee or lessee is organized under the laws of the United States or any political subdivision thereof; (ii) the shares of Preferred Stock will become shares of such successor, transferee or lessee, having in respect of such successor, transferee or lessee the same powers, preferences and relative participating, optional or other special rights and the qualification, limitations or restrictions thereon, the Preferred Stock had immediately prior to such transaction; and (c) the Company delivers to the Transfer Agent an Officers' Certificate and an Opinion of Counsel stating that such transaction complies with this Certificate of Designations.

(b) Upon any consolidation by the Company with, or merger by the Company into, any other person or any conveyance, transfer or lease of all or substantially all the assets of the Company as described in Section 9(a), the successor resulting from such consolidation or into which the Company is merged or the transferee or lessee to which such conveyance, transfer or lease is made, will succeed to, and be substituted for, and may exercise every right and power of, the Company under the shares of Preferred Stock, and thereafter, except in the case of a lease, the predecessor (if still in existence) will be released from its obligations and covenants with respect to the Preferred Stock. Nothing in this Section 9 limits the rights of Holders set out in Section 4 and Section 4A.

10. SEC Reports.

Whether or not the Company is required to file reports with the Commission, if any shares of Preferred Stock are outstanding, the Company shall file with the Commission all such reports and other information as it would be required to file with the Commission by Section 13(a) or 15(d) under the Exchange Act. The Company shall supply each holder of Preferred Stock, upon request, without cost to such holder, copies of such reports or other information.

11. Certificates.

(a) *Form and Dating*. The Preferred Stock and the Transfer Agent's certificate of authentication shall be substantially in the form set forth in Exhibit A, which is hereby incorporated in and expressly made a part of this Certificate of Designations. The Preferred Stock certificate may have notations, legends or endorsements required by law, stock exchange rules, agreements to which the Company is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form acceptable to the Company). Each Preferred Stock certificate shall be dated the date of its authentication. The terms of the Preferred Stock certificate set forth in Exhibit A are part of the terms of this Certificate of Designations.

(i) Global Preferred Stock. The Preferred Stock shall be issued initially in the form of one or more fully registered global certificates with the global securities legend and restricted securities legend set forth in Exhibit A hereto (the "Global Preferred Stock"), which shall be deposited on behalf of the purchasers represented thereby with the Transfer Agent, as custodian for DTC (or with such other custodian as DTC may direct), and registered in the name of DTC or a nominee of DTC, duly executed by the Company and authenticated by the Transfer Agent as hereinafter provided. The number of shares of Preferred Stock represented by Global Preferred Stock may from time to time be increased or decreased by adjustments made on the records of the Transfer Agent and DTC or its nominee as hereinafter provided. With respect to shares of Preferred Stock that are not "restricted securities" as defined in Rule 144 on a conversion date, all shares of Common Stock distributed on such conversion date will be freely transferable without restriction under the Securities Act (other than by Affiliates of the Company), and such shares will be eligible for receipt in global form through the facilities of DTC.

(ii) Book–Entry Provisions. In the event Global Preferred Stock is deposited with or on behalf of DTC, the Company shall execute and the Transfer Agent shall authenticate and deliver initially one or more Global Preferred Stock certificates that (a) shall be registered in the name of DTC as depository for such Global Preferred Stock or the nominee of DTC and (b) shall be delivered by the Transfer Agent to DTC or pursuant to DTC's instructions or held by the Transfer Agent as custodian for DTC.

Members of, or participants in, DTC ("Agent Members") shall have no rights under this Certificate of Designations with respect to any Global Preferred Stock held on their behalf by DTC or by the Transfer Agent as the custodian of DTC or under such Global Preferred Stock, and DTC may be treated by the Company, the Transfer Agent and any agent of the Company or the Transfer Agent as the absolute owner of such Global Preferred Stock for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Transfer Agent or any agent of the Company or the Transfer Agent from giving effect to any written certification, proxy or other authorization furnished by DTC or impair, as between DTC and its Agent Members, the operation of customary practices of DTC governing the exercise of the rights of a holder of a beneficial interest in any Global Preferred Stock.

(iii) Certificated Preferred Stock; Certificated Common Stock. Except as provided in this paragraph 11(a) or in paragraph 11(c), owners of beneficial interests in Global Preferred Stock will not be entitled to receive physical delivery of Preferred Stock in fully registered certificated form ("Certificated Preferred Stock"). With respect to shares of Preferred Stock that are "restricted securities" as defined in Rule 144 on a conversion date, all shares of Common Stock issuable on conversion of such shares on such conversion date will be issued in fully registered certificated form ("Certificated Common Stock"). Certificates of Certificated Common Stock will be mailed or made available at the office of the Transfer Agent for the Preferred Stock on or as soon as reasonably practicable after the relevant conversion date to the converting holder.

(b) *Execution and Authentication*. Two Officers shall sign the Preferred Stock certificate for the Company by manual or facsimile signature.

If an Officer whose signature is on a Preferred Stock certificate no longer holds that office at the time the Transfer Agent authenticates the Preferred Stock certificate, the Preferred Stock certificate shall be valid nevertheless.

A Preferred Stock certificate shall not be valid until an authorized signatory of the Transfer Agent manually signs the certificate of authentication on the Preferred Stock certificate. The signature shall be conclusive evidence that the Preferred Stock certificate has been authenticated under this Certificate of Designations.

The Transfer Agent shall authenticate and deliver certificates for up to 1,500,000 shares of Preferred Stock for original issue upon a written order of the Company signed by two Officers or by an Officer and an Assistant Treasurer of the Company. Such order shall specify the number of shares of Preferred Stock to be authenticated and the date on which the original issue of Preferred Stock is to be authenticated.

The Transfer Agent may appoint an authenticating agent reasonably acceptable to the Company to authenticate the certificates for Preferred Stock. Unless limited by the terms of such appointment, an authenticating agent may authenticate certificates for Preferred Stock whenever the Transfer Agent may do so. Each reference in this Certificate of Designations to authentication by the Transfer Agent includes authentication by such agent. An authenticating agent has the same rights as the Transfer Agent or agent for service of notices and demands.

(c) *Transfer and Exchange*. (i) Transfer and Exchange of Certificated Preferred Stock. When Certificated Preferred Stock is presented to the Transfer Agent with a request to register the transfer of such Certificated Preferred Stock or to exchange such Certificated Preferred Stock for an equal number of shares of Certificated Preferred Stock, the Transfer Agent shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; provided, however, that the Certificated Preferred Stock surrendered for transfer or exchange:

(1) shall be duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Company and the Transfer Agent, duly executed by the Holder thereof or its attorney duly authorized in writing; and

(2) is being transferred or exchanged pursuant to an effective registration statement under the Securities Act or pursuant to this clause (i) or clause (ii) below, and is accompanied by the following additional information and documents, as applicable:

(A) if such Certificated Preferred Stock is being delivered to the Transfer Agent by a Holder for registration in the name of such Holder, without transfer, a certification from such Holder to that effect in substantially the form of Exhibit C hereto; or

(B) if such Certificated Preferred Stock is being transferred to the Company or to a “qualified institutional buyer” (“QIB”) in accordance with Rule 144A under the Securities Act, pursuant to an in compliance with Rule 903 or 904 of Regulation S under the Securities Act (“Regulation S”) or pursuant to another exemption from registration under the Securities Act, (i) a certification to that effect (in substantially the form of Exhibit C hereto) and (ii) if the Company so requests, an Opinion of Counsel or other evidence reasonably satisfactory to it as to the compliance with the restrictions set forth in the legend set forth in paragraph 11(c) (vii).

(ii) Restrictions on Transfer of Certificated Preferred Stock for a Beneficial Interest in Global Preferred Stock. Certificated Preferred Stock may not be exchanged for a beneficial interest in Global Preferred Stock except upon satisfaction of the requirements set forth below. Upon receipt by the Transfer Agent of Certificated Preferred Stock, duly endorsed or accompanied by appropriate instruments of transfer, in form reasonably satisfactory to the Company and the Transfer Agent, together with written instructions directing the Transfer Agent to make, or to direct DTC to make, an adjustment on its books and records with respect to such Global Preferred Stock to reflect an increase in the number of shares of Preferred Stock represented by the Global Preferred Stock, then the Transfer Agent shall cancel such Certificated Preferred Stock and cause, or direct DTC to cause, in accordance with the standing instructions and procedures existing between DTC and the Transfer Agent, the number of shares of Preferred Stock represented by the Global Preferred Stock to be increased accordingly. If no Global Preferred Stock is then outstanding, the Company shall issue and the Transfer Agent shall authenticate, upon written order of the Company in the form of an Officers’ Certificate, a new Global Preferred Stock representing the appropriate number of shares.

(iii) Transfer and Exchange of Global Preferred Stock. The transfer and exchange of Global Preferred Stock or beneficial interests therein shall be effected through DTC, in accordance with this Certificate of Designations (including applicable restrictions on transfer set forth herein, if any) and the procedures of DTC therefor.

(iv) Transfer of a Beneficial Interest in Global Preferred Stock for a Certificated Preferred Stock.

(1) Any Person having a beneficial interest in Preferred Stock that is being transferred or exchanged pursuant to an effective registration statement under the Securities Act or pursuant to another exemption from registration thereunder may upon request, but only with the consent of the Company, and if accompanied by a certification from such Person to that effect (in substantially the form of Exhibit C hereto), exchange such beneficial interest for Certificated Preferred Stock representing the same number of shares of Preferred Stock. Upon receipt by the Transfer Agent of written instructions or such other form of instructions as is customary for DTC from DTC or its nominee on behalf of any Person having a beneficial interest in Global Preferred Stock and upon receipt by the Transfer Agent of a written order or such other form of instructions as is customary for DTC or the Person designated by DTC as having such a beneficial interest in a Transfer Restricted Security only, then, the Transfer Agent or DTC, at the direction of the Transfer Agent, will cause, in accordance with the standing instructions and procedures existing between DTC and the Transfer Agent, the number of shares of Preferred Stock represented by Global Preferred Stock to be reduced on its books and records and, following such reduction, the Company will execute and the Transfer Agent will authenticate and deliver to the transferee Certificated Preferred Stock.

(2) Certificated Preferred Stock issued in exchange for a beneficial interest in Global Preferred Stock pursuant to this paragraph 11(c)(iv) shall be registered in such names and in such authorized denominations as DTC, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Transfer Agent. The Transfer Agent shall deliver such Certificated Preferred Stock to the Persons in whose names such Preferred Stock are so registered in accordance with the instructions of DTC.

(v) Restrictions on Transfer and Exchange of Global Preferred Stock.

(1) Notwithstanding any other provisions of this Certificate of Designations (other than the provisions set forth in paragraph 11(c)(vi)), Global Preferred Stock may not be transferred as a whole except by DTC to a nominee of DTC or by a nominee of DTC to DTC or another nominee of DTC or by DTC or any such nominee to a successor depository or a nominee of such successor depository.

(2) In the event that the Global Preferred Stock is exchanged for Preferred Stock in definitive registered form pursuant to paragraph 11(c)(vi), such Preferred Stock may be exchanged only in accordance with such procedures as are substantially consistent with the provisions of this paragraph 11(c) (including the certification requirements set forth in the Exhibits to this Certificate of Designations intended to ensure that such transfers comply with Rule 144A or Regulation S or such other applicable exemption from registration under the Securities Act, as the case may be) and such other procedures as may from time to time be adopted by the Company.

(vi) Authentication of Certificated Preferred Stock. If at any time:

(1) DTC notifies the Company that DTC is unwilling or unable to continue as depository for the Global Preferred Stock and a successor depository for the Global Preferred Stock is not appointed by the Company within 90 days after delivery of such notice;

(2) DTC ceases to be a clearing agency registered under the Exchange Act and a successor depository for the Global Preferred Stock is not appointed by the Company within 90 days; or

(3) the Company, in its sole discretion, notifies the Transfer Agent in writing that it elects to cause the issuance of Certificated Preferred Stock under this Certificate of Designations,

then the Company will execute, and the Transfer Agent, upon receipt of a written order of the Company signed by two Officers or by an Officer and an Assistant Treasurer of the Company requesting the authentication and delivery of Certificated Preferred Stock to the Persons designated by the Company, will authenticate and deliver Certificated Preferred Stock equal to the number of shares of Preferred Stock represented by the Global Preferred Stock, in exchange for such Global Preferred Stock.

(vii) Legend.

(1) Except as permitted by the following paragraph (2) and in paragraph 11(a)(iii), each certificate evidencing the Global Preferred Stock, the Certificated Preferred Stock and Certificated Common Stock shall bear a legend in substantially the following form:

"THIS SECURITY (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THIS SECURITY AND ANY SECURITY ISSUABLE UPON CONVERSION HEREOF MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM.

THE HOLDER OF THIS SECURITY AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS SECURITY AND ANY SECURITY ISSUABLE UPON CONVERSION HEREOF MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) IN THE UNITED STATES TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (II) OUTSIDE OF THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 UNDER THE SECURITIES ACT, (III) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (IV) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF CASES (I) THROUGH (IV) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE. IN ANY CASE, THE HOLDER HEREOF WILL NOT, DIRECTLY OR INDIRECTLY, ENGAGE IN ANY HEDGING TRANSACTION WITH REGARD TO THE SECURITIES EXCEPT AS PERMITTED UNDER THE SECURITIES ACT.

EACH PURCHASER OF THIS SECURITY IS HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A OR RULE 904 THEREUNDER."[1]

(2) Upon any sale or transfer of a Transfer Restricted Security (including any Transfer Restricted Security represented by Global Preferred Stock) pursuant to Rule 144 under the Securities Act or another exemption from registration under the Securities Act or an effective registration statement under the Securities Act:

(A) in the case of any Transfer Restricted Security that is a Certificated Preferred Stock, the Transfer Agent shall permit the Holder thereof to exchange such Transfer Restricted Security for Certificated Preferred Stock that does not bear a restrictive legend and rescind any restriction on the transfer of such Transfer Restricted Security; and

(B) in the case of any Transfer Restricted Security that is represented by Global Preferred Stock, with the consent of the Company, the Transfer Agent shall permit the Holder thereof to exchange such Transfer Restricted Security for Certificated Preferred Stock that does not bear the legend set forth above and rescind any restriction on the transfer of such Transfer Restricted Security, if the Holder's request for such exchange was made in reliance on Rule 144 or another exemption from registration under the Securities Act and the Holder certifies to that effect in writing to the Transfer Agent (such certification to be in the form set forth in Exhibit C hereto).

[1] Subject to removal upon registration under the Securities Act of 1933 or otherwise when the security shall no longer be a Transfer Restricted Security.

(viii) Cancelation or Adjustment of Global Preferred Stock. At such time as all beneficial interests in Global Preferred Stock have either been exchanged for Certificated Preferred Stock, converted or canceled, such Global Preferred Stock shall be returned to DTC for cancelation or retained and canceled by the Transfer Agent. At any time prior to such cancelation, if any beneficial interest in Global Preferred Stock is exchanged for Certificated Preferred Stock, converted or canceled, the number of shares of Preferred Stock represented by such Global Preferred Stock shall be reduced and an adjustment shall be made on the books and records of the Transfer Agent with respect to such Global Preferred Stock, by the Transfer Agent or DTC, to reflect such reduction.

(ix) Obligations with Respect to Transfers and Exchanges of Preferred Stock.

(1) To permit registrations of transfers and exchanges, the Company shall execute and the Transfer Agent shall authenticate Certificated Preferred Stock and Global Preferred Stock as required pursuant to the provisions of this paragraph 11(c).

(2) All Certificated Preferred Stock and Global Preferred Stock issued upon any registration of transfer or exchange of Certificated Preferred Stock or Global Preferred Stock shall be the valid obligations of the Company, entitled to the same benefits under this Certificate of Designations as the Certificated Preferred Stock or Global Preferred Stock surrendered upon such registration of transfer or exchange.

(3) Prior to due presentment for registration of transfer of any shares of Preferred Stock, the Transfer Agent and the Company may deem and treat the Person in whose name such shares of Preferred Stock are registered as the absolute owner of such Preferred Stock and neither the Transfer Agent nor the Company shall be affected by notice to the contrary.

(4) No service charge shall be made to a Holder for any registration of transfer or exchange upon surrender of any Preferred Stock certificate or Common Stock certificate at the office of the Transfer Agent maintained for that purpose. However, the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Preferred Stock certificates or Common Stock certificates.

(5) Upon any sale or transfer of shares of Preferred Stock (including any Preferred Stock represented by a Global Preferred Stock Certificate), Certificated Common Stock pursuant to an effective registration statement under the Securities Act or pursuant to Rule 144 or another exemption from registration under the Securities Act (and based upon an Opinion of Counsel reasonably satisfactory to the Company if it so requests):

(A) in the case of any Certificated Preferred Stock or Certificated Common Stock, the Company and the Transfer Agent shall permit the holder thereof to exchange such Preferred Stock or Certificated Common Stock for Certificated Preferred Stock or Certificated Common Stock, as the case may be, that does not bear a restrictive legend and rescind any restriction on the transfer of such Preferred Stock or Common Stock issuable in respect of the conversion of the Preferred Stock; and

(B) in the case of any Global Preferred Stock, such Preferred Stock shall not be required to bear the legend set forth in paragraph (c)(vii) above but shall continue to be subject to the provisions of paragraph (c)(iv) hereof; provided, however, that with respect to any request for an exchange of Preferred Stock that is represented by Global Preferred Stock for Certificated Preferred Stock that does not bear the legend set forth in paragraph (c)(vii) above in connection with a sale or transfer thereof pursuant to Rule 144 or another exemption from registration under the Securities Act (and based upon an Opinion of Counsel if the Company so requests), the Holder thereof shall certify in writing to the Transfer Agent that such request is being made pursuant to such exemption (such certification to be substantially in the form of Exhibit C hereto).

(x) No Obligation of the Transfer Agent.

(1) The Transfer Agent shall have no responsibility or obligation to any beneficial owner of Global Preferred Stock, a member of, or a participant in DTC or any other Person with respect to the accuracy of the records of DTC or its nominee or of any participant or member thereof, with respect to any ownership interest in the Preferred Stock or with respect to the delivery to any participant, member, beneficial owner or other Person (other than DTC) of any notice or the payment of any amount, under or with respect to such Global Preferred Stock. All notices and communications to be given to the Holders and all payments to be made to Holders under the Preferred Stock shall be given or made only to the Holders (which shall be DTC or its nominee in the case of the Global Preferred Stock). The rights of beneficial owners in any Global Preferred Stock shall be exercised only through DTC subject to the applicable rules and procedures of DTC. The Transfer Agent may rely and shall be fully protected in relying upon information furnished by DTC with respect to its members, participants and any beneficial owners.

(2) The Transfer Agent shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Certificate of Designations or under applicable law with respect to any transfer of any interest in any Preferred Stock (including any transfers between or among DTC participants, members or beneficial owners in any Global Preferred Stock) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Certificate of Designations, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(d) *Replacement Certificates*. If a mutilated Preferred Stock certificate is surrendered to the Transfer Agent or if the Holder of a Preferred Stock certificate claims that the Preferred Stock certificate has been lost, destroyed or wrongfully taken, the Company shall issue and the Transfer Agent shall countersign a replacement Preferred Stock certificate if the reasonable requirements of the Transfer Agent and of Section 8−405 of the Uniform Commercial Code as in effect in the State of Oklahoma are met. If required by the Transfer Agent or the Company, such Holder shall furnish an indemnity bond sufficient in the judgment of the Company and the Transfer Agent to protect the Company and the Transfer Agent from any loss which either of them may suffer if a Preferred Stock certificate is replaced. The Company and the Transfer Agent may charge the Holder for their expenses in replacing a Preferred Stock certificate.

(e) *Temporary Certificates*. Until definitive Preferred Stock certificates are ready for delivery, the Company may prepare and the Transfer Agent shall countersign temporary Preferred Stock certificates. Temporary Preferred Stock certificates shall be substantially in the form of definitive Preferred Stock certificates but may have variations that the Company considers appropriate for temporary Preferred Stock certificates. Without unreasonable delay, the Company shall prepare and the Transfer Agent shall countersign definitive Preferred Stock certificates and deliver them in exchange for temporary Preferred Stock certificates.

(f) *Cancelation*. (i) In the event the Company shall purchase or otherwise acquire Certificated Preferred Stock, the same shall thereupon be delivered to the Transfer Agent for cancelation.

(ii) At such time as all beneficial interests in Global Preferred Stock have either been exchanged for Certificated Preferred Stock, converted, repurchased or canceled, such Global Preferred Stock shall thereupon be delivered to the Transfer Agent for cancelation.

(iii) The Transfer Agent and no one else shall cancel and destroy all Preferred Stock certificates surrendered for transfer, exchange, replacement or cancelation and deliver a certificate of such destruction to the Company unless the Company directs the Transfer Agent to deliver canceled Preferred Stock certificates to the Company. The Company may not issue new Preferred Stock certificates to replace Preferred Stock certificates to the extent they evidence Preferred Stock which the Company has purchased or otherwise acquired.

12. Other Provisions.

(a) The Company will not take any action to list or facilitate the trading of the Preferred Stock on a (1) national securities exchange, (2) inter−dealer quotation system (it being understood that transactions reported on The PortalSM Market or similar or successor systems or the activities of the initial purchaser in the Rule 144A Offering in placing and facilitating secondary market trading in the Preferred Stock shall not be regarded as an inter−dealer quotation system) or (3) foreign national securities exchange that is officially recognized, sanctioned or supervised by a governmental authority.

(b) With respect to any notice to a holder of shares of Preferred Stock required to be provided hereunder, neither failure to mail such notice, nor any defect therein or in the mailing thereof, to any particular holder shall affect the sufficiency of the notice or the validity of the proceedings referred to in such notice with respect to the other holders or affect the legality or validity of any distribution, rights, warrant, reclassification, consolidation, merger, conveyance, transfer, dissolution, liquidation or winding–up, or the vote upon any such action. Any notice which was mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the holder receives the notice.

(c) Shares of Preferred Stock issued and reacquired will be retired and canceled promptly after reacquisition thereof and, upon compliance with the applicable requirements of Oklahoma law, have the status of authorized but unissued shares of preferred stock of the Company undesignated as to series and may with any and all other authorized but unissued shares of preferred stock of the Company be designated or redesignated and issued or reissued, as the case may be, as part of any series of preferred stock of the Corporation, except that any issuance or reissuance of shares of Preferred Stock must be in compliance with this Certificate of Designations.

(d) The shares of Preferred Stock shall be issuable only in whole shares.

(e) All notice periods referred to herein shall commence on the date of the mailing of the applicable notice.

IN WITNESS WHEREOF, the Company has caused this certificate to be signed and attested this 14th day of May, 2010.

CHESAPEAKE ENERGY CORPORATION

By: /S/ MICHAEL A. JOHNSON
Michael A. Johnson
Senior Vice President—Accounting,
Controller and Chief Accounting Officer

By: /S/ JENNIFER M. GRIGSBY
Jennifer M. Grigsby
Senior Vice President, Treasurer and
Corporate Secretary

Attest /S/ MARC D. ROME
Marc D. Rome
Assistant Corporate Secretary

EXHIBIT A

FORM OF PREFERRED STOCK

FACE OF SECURITY

[THIS SECURITY (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THIS SECURITY AND ANY SECURITY ISSUABLE UPON CONVERSION HEREOF MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM.

THE HOLDER OF THIS SECURITY AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS SECURITY AND ANY SECURITY ISSUABLE UPON CONVERSION HEREOF MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) IN THE UNITED STATES TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (II) OUTSIDE OF THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 UNDER THE SECURITIES ACT, (III) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (IV) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF CASES (I) THROUGH (IV) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE. IN ANY CASE, THE HOLDER HEREOF WILL NOT, DIRECTLY OR INDIRECTLY, ENGAGE IN ANY HEDGING TRANSACTION WITH REGARD TO THE SECURITIES EXCEPT AS PERMITTED UNDER THE SECURITIES ACT.

EACH PURCHASER OF THIS SECURITY IS HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A OR RULE 904 THEREUNDER.][1]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO. HAS AN INTEREST HEREIN.][2]

[1] Subject to removal upon registration under the Securities Act of 1933 or otherwise when the security shall no longer be a Transfer Restricted Security.

[TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE CERTIFICATE OF DESIGNATIONS REFERRED TO BELOW.][2]

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

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[2] Subject to removal if not a global security.

Certificate Number

[ ]

Number of Shares of
Convertible Preferred Stock

[ ]

CUSIP NO.: [•]

Date of Issuance: ____________

5.75% Cumulative Non–Voting Convertible Preferred Stock (par value $0.01)
(liquidation preference $1,000 per share of Convertible Preferred Stock)

of

Chesapeake Energy Corporation

Chesapeake Energy Corporation, an Oklahoma corporation (the "Company"), hereby certifies that [__________] (the "Holder") is the registered owner of [__________] fully paid and non–assessable preferred securities of the Company designated the 5.75% Cumulative Non–Voting Convertible Preferred Stock (par value $0.01) (liquidation preference $1,000 per share of Preferred Stock) (the "Preferred Stock"). The shares of Preferred Stock are transferable on the books and records of the Transfer Agent, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The designations, rights, privileges, restrictions, preferences and other terms and provisions of the Preferred Stock represented hereby are issued and shall in all respects be subject to the provisions of the Certificate of Designations dated [•], 2010, as the same may be amended from time to time (the "Certificate of Designations"). Capitalized terms used herein but not defined shall have the meaning given them in the Certificate of Designations. The Company will provide a copy of the Certificate of Designations to a Holder without charge upon written request to the Company at its principal place of business.

Reference is hereby made to select provisions of the Preferred Stock set forth on the reverse hereof, and to the Certificate of Designations, which select provisions and the Certificate of Designations shall for all purposes have the same effect as if set forth at this place.

Upon receipt of this certificate, the Holder is bound by the Certificate of Designations and is entitled to the benefits thereunder.

Unless the Transfer Agent's Certificate of Authentication hereon has been properly executed, these shares of Preferred Stock shall not be entitled to any benefit under the Certificate of Designations or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has executed this certificate this [●] day of [●].

CHESAPEAKE ENERGY CORPORATION

By: ____________________
Name:
Title:

By: ____________________
Name:
Title:

TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION

These are shares of the Preferred Stock referred to in the within–mentioned Certificate of Designations.

Dated:

COMPUTERSHARE TRUST COMPANY, N.A.,
as Transfer Agent,

By: ______________________________
Authorized Signatory

REVERSE OF SECURITY

Dividends on each share of Preferred Stock shall be payable at a rate per annum set forth in the face hereof or as provided in the Certificate of Designations.

The shares of Preferred Stock shall be convertible into the Company's Common Stock in the manner and according to the terms set forth in the Certificate of Designations.

The Company will furnish without charge to each holder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock and the qualifications, limitations or restrictions of such preferences and/or rights.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers the shares of Preferred Stock evidenced hereby to: ______________________________

____

____

____

(Insert assignee's social security or tax identification number)

____

____

____

(Insert address and zip code of assignee)

and irrevocably appoints: ______________________________

____

____

____

agent to transfer the shares of Preferred Stock evidenced hereby on the books of the Transfer Agent. The agent may substitute another to act for him or her.

Date: ______________________

Signature: ______________________________

(Sign exactly as your name appears on the other side of this Preferred Stock Certificate)

Signature Guarantee:[3] ______________________

[3] (Signature must be guaranteed by an "eligible guarantor institution" that is a bank, stockbroker, savings and loan association or credit union meeting the requirements of the Transfer Agent, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Transfer Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.)

EXHIBIT B

NOTICE OF CONVERSION

(To be Executed by the Holder
in order to Convert the Preferred Stock)

The undersigned hereby irrevocably elects to convert (the “Conversion”) shares of 5.75% Cumulative Non−Voting Convertible Preferred Stock (the “Preferred Stock”), represented by stock certificate No(s). (the “Preferred Stock Certificates”) into shares of common stock (“Common Stock”) of Chesapeake Energy Corporation (the “Company”) according to the conditions of the Certificate of Designations of the Preferred Stock (the “Certificate of Designations”), as of the date written below. If shares are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith the Preferred Stock Certificates. No fee will be charged to the holder for any conversion, except for transfer taxes, if any. A copy of each Preferred Stock Certificate (or evidence of loss, theft or destruction thereof) is attached hereto.

The undersigned represents and warrants that all offers and sales by the undersigned of the shares of Common Stock issuable to the undersigned upon conversion of the Preferred Stock shall be made either in compliance with the registration requirements of the the Securities Act of 1933, as amended (the “Act”), or pursuant to any exemption from registration under the Act.

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in or pursuant to the Certificate of Designations.

Date of Conversion: ______________________________

Applicable Conversion Price: ______________________________

Number of shares of Preferred Stock to be Converted: ________________

Number of shares of Common Stock to be Issued: * ________________

Signature: ______________________________

Name: ______________________________

Address:** ______________________________

Fax No.: ______________________________

*The Company is not required to issue shares of Common Stock until the original Preferred Stock Certificate(s) (or evidence of loss, theft or destruction thereof) to be converted are received by the Company or its Transfer Agent. The Company shall issue and deliver shares of Common Stock to an overnight courier not later than three business days following receipt of the original Preferred Stock Certificate(s) to be converted.

**Address where shares of Common Stock and any other payments or certificates shall be sent by the Company.

EXHIBIT C

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR
REGISTRATION OF TRANSFER OF PREFERRED STOCK

Re: 5.75% Cumulative Non−Voting Convertible Preferred Stock (the “Preferred Stock”) of Chesapeake Energy Corporation (the “Company”)

This Certificate relates to ______ shares of Preferred Stock held in ☐*/ book−entry or ☐*/ definitive form by __________ (the “Transferor”).

The Transferor*:

☐ has requested the Transfer Agent by written order to deliver in exchange for its beneficial interest in the Preferred Stock held by the Depository shares of Preferred Stock in definitive, registered form equal to its beneficial interest in such Preferred Stock (or the portion thereof indicated above); or

☐ has requested the Transfer Agent by written order to exchange or register the transfer of Preferred Stock.

In connection with such request and in respect of such Preferred Stock, the Transferor does hereby certify that the Transferor is familiar with the Certificate of Designations relating to the above−captioned Preferred Stock and that the transfer of this Preferred Stock does not require registration under the Securities Act of 1933, as amended (the “Securities Act”) because */:

1. ☐ Such Preferred Stock is being acquired for the Transferor’s own account without transfer.

2. ☐ Such Preferred Stock is being transferred to the Company.

3. ☐ Such Preferred Stock is being transferred to a qualified institutional buyer (as defined in Rule 144A under the Securities Act), in reliance on Rule 144A.

4. ☐ Such Preferred Stock is being transferred outside the United States in a transaction complying with Regulation S under the Securities Act.

5. ☐ Such Preferred Stock is being transferred in reliance on and in compliance with another exemption from the registration requirements of the Securities Act (and based on an Opinion of Counsel if the Company so requests).

Unless one of the boxes is checked, the Transfer Agent will refuse to register any of the Securities evidenced by this certificate in the name of any person other than the registered holder thereof; provided, however, that if box (3), (4) or (5) is checked, the Transfer Agent shall be entitled to require, prior to registering any such transfer of the Securities, such legal opinions, certifications and other information as the Company has reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933, such as the exemption provided by Rule 144 or Regulation S under such Act.

by: ______________________________

Date:__________

*/ Please check applicable box.

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF DESIGNATIONS
OF
5.75% CUMULATIVE NON–VOTING CONVERTIBLE PREFERRED STOCK
OF
CHESAPEAKE ENERGY CORPORATION

Pursuant to Section 1032(G) of the Oklahoma General Corporation Act

CHESAPEAKE ENERGY CORPORATION, an Oklahoma corporation (the "Company"), does hereby certify that the following resolution was duly adopted by action of the Board of Directors of the Company, with the provisions thereof amending the Certificate of Designations of the above–named series of preferred stock of the Company:

RESOLVED that pursuant to the authority expressly granted to and vested in the Board of Directors of the Company by provisions of Article IV, Section 1 of the Certificate of Incorporation of the Company, as amended from time to time, and pursuant to Section 1032(G) of the Oklahoma General Corporation Act, the Board of Directors hereby amends the Certificate of Designations of 5.75% Cumulative Non–Voting Convertible Preferred Stock of Chesapeake Energy Corporation, filed with the Secretary of State of the State of Oklahoma on May 14, 2010 (the "Certificate of Designations"), as follows:

1. Amendment to Section 11(a)(iii). Section 11(a)(iii) of the Certificate of Designations is hereby deleted in its entirety and the following language is substituted therefor:

(iii) Certificated Preferred Stock; Certificated Common Stock. Except as provided in this Section 11(a) or in Section 11(c), owners of beneficial interest in Global Preferred Stock will not be entitled to receive physical delivery of Preferred Stock in fully registered certificated form ("Certificated Preferred Stock"). With respect to shares of Preferred Stock that are "restricted securities" as defined in Rule 144 on a conversion date, all shares of Common Stock distributed upon conversion of such shares of Preferred Stock on such conversion date will be "restricted securities" as defined under Rule 144 and, if certificated, shall bear the legend in paragraph 11(c)(vii)(1) below. Such shares will be eligible for receipt in global form through the facilities of DTC, or, if not possible for any reason or if the Company should instruct the Transfer Agent otherwise for any reason, such shares will be issued in fully registered certificated form ("Certificated Common Stock"). Certificates of Certificated Common Stock will be mailed or made available at the office of the Transfer Agent for the Preferred Stock on or as soon as reasonably practicable after the relevant conversion date to the converting holder.

2. Amendment to Section 11. Section 11 of the Certificate of Designations is hereby amended by adding the following subsection (g):

(g) *Uncertificated Form*. To the extent acceptable to the Transfer Agent and DTC, the original issue of the shares of Preferred Stock evidencing any portion of the Global Preferred Stock and any portion of the shares of Common Stock issuable upon the conversion of the Global Preferred Stock (whether or not such shares are "restricted securities" as contemplated by Section 11(a)(iii) hereof) may be effected in uncertificated form as permitted by the Company's Bylaws and the Oklahoma General Corporation Act.

3. Amendment to Section 12(a). Section 12(a) of the Certificate of Designations is hereby deleted in its entirety and the following language is substituted therefor:

(a) The Company will not take any action to list or facilitate the trading of the Preferred Stock on a (1) national securities exchange, (2) inter−dealer quotation system (it being understood that transactions reported on The Portal Market or similar or successor systems shall not be regarded as an inter−dealer quotation system) or (3) foreign national securities exchange that is officially recognized, sanctioned or supervised by a governmental authority; provided, however, that the Company may list and facilitate the trading of the Preferred Stock on the Singapore Stock Exchange so long as the Company does not register the Preferred Stock under Section 12 of the Exchange Act and does not attach to its U.S. federal income tax return the statement contemplated by U.S. Treasury Regulation 1.897−9T(d)(3)(ii).

IN WITNESS WHEREOF, the Company has caused this Certificate of Amendment to the Certificate of Designations of 5.75% Cumulative Non–Voting Convertible Preferred Stock of Chesapeake Energy Corporation to be signed and attested this 7th day of June, 2010.

CHESAPEAKE ENERGY CORPORATION

By: /S/ MICHAEL A. JOHNSON
Michael A. Johnson
Senior Vice President—Accounting,
Controller and Chief Accounting Officer

By: /S/ JENNIFER M. GRIGSBY
Jennifer M. Grigsby
Senior Vice President, Treasurer and
Corporate Secretary

Attest /S/ MARC D. ROME
Marc D. Rome
Assistant Corporate Secretary

Exhibit 4.4.1

FIFTH AMENDMENT
TO
SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT

THIS FIFTH AMENDMENT TO SEVENTH AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is dated as of May 11, 2010 (but effective on the Effective Date, defined below) by and among Chesapeake Energy Corporation (the "Company"), Chesapeake Exploration, L.L.C. ("Chesapeake Exploration") and Chesapeake Appalachia, L.L.C. ("Chesapeake Appalachia", and together with Chesapeake Exploration, collectively, the "Co−Borrowers"), Union Bank, N.A., as Administrative Agent ("Agent"), the other agents named therein, the Lenders from time to time parties thereto (the "Lenders") and Woodlands Commercial Bank (f/k/a Lehman Brothers Commercial Bank) ("Woodlands").

W I T N E S S E T H:

WHEREAS, the Co−Borrowers, the Company, Agent and the Lenders (including Woodlands) entered into that certain Seventh Amended and Restated Credit Agreement dated as of November 2, 2007 (the "Original Agreement"), for the purpose and consideration therein expressed, whereby the Lenders became obligated to make loans and extend credit to the Co−Borrowers as therein provided;

WHEREAS, Woodlands is a Defaulting Lender, and the Co−Borrowers, the Company, Agent and Woodlands desire to terminate the Revolving Commitments of Woodlands under the Credit Agreement in the manner 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 and extensions of credit that may hereafter be made by the Lenders and the Issuing Lenders to the Co−Borrowers, 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 Credit 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 Fifth Amendment to Seventh Amended and Restated Credit Agreement.

"Credit Agreement" means the Original Agreement as amended hereby.

ARTICLE II.

AMENDMENTS

Section 2.1. Definitions. Section 1.1 of the Original Agreement is hereby amended to add the following definitions thereto in appropriate alphabetical order to read as follows:

"Woodlands": Woodlands Commercial Bank (f/k/a Lehman Brothers Commercial Bank).

"Woodlands Loans": the aggregate principal amount of Revolving Loans made by Woodlands in the outstanding amount of $34,928,571.43.

"Woodlands Amendment Effective Date" means September 28, 2009.

Section 1.1 of the Original Agreement is hereby further amended by adding the following sentence at the end of the definition of Defaulting Lender:

"On and after the Woodlands Amendment Effective Date, Woodlands shall not be deemed to be a Defaulting Lender at any time for any reason; provided, however, that Co−Borrowers shall retain the right to prepay the Woodland Loans, in whole or in part and to replace Woodlands as a Lender as otherwise provided in this Agreement."

Section 1.1 of the Original Agreement is hereby further amended by amending the definitions of "Consolidated Indebtedness" and "Qualifying VPP" in their entirety to read as follows:

"Consolidated Indebtedness": the remainder of (a) indebtedness of the Group Members (without duplication) of the type described in clauses (a), (b), (c), (d), (e), (g) and (h) of the definition of Indebtedness as determined on a consolidated basis in accordance with GAAP, minus (b) the total collected balances in Cash Equivalents properly reflected as assets of the Group Members in accordance with GAAP.

"Qualifying VPP": one or more volumetric production payment transactions (each a "VPP") pursuant to which (a) a Group Member or Group Members (the "VPP Seller") conveys (the "VPP Conveyance") a term overriding royalty out of the working or other interests in certain oil and gas properties (which do not constitute Collateral) (the "VPP Properties") to the purchaser of the VPP (the "VPP Buyer") for consideration consisting of cash and (b) a Responsible Officer of the Company delivers to Administrative Agent a certificate certifying that, upon consummation of the proposed VPP, the VPP will satisfy all conditions necessary to constitute a Qualifying VPP, and which may contain any of the following provisions: (i) the VPP Seller or another Group Member enters into a Purchase and Sale Agreement (the "VPP PSA"), containing certain representations, warranties and covenants relating to the VPP and VPP Properties and a restriction on further assignments of the VPP Properties, (ii) the VPP Seller or another Group Member enters into a VPP Gas Purchase Contract with the VPP Buyer (the "VPP Gas Purchase Contract") to purchase the VPP Buyer's share of production at or near the wellhead at an index price (adjusted for shrinkage and transportation costs, as applicable), (iii) the VPP Seller grants Liens on its retained interests in the VPP Properties and the production therefrom and its rights, titles and interests related thereto pursuant to one or more mortgages and deeds of trust (the "VPP Mortgages"), to secure performance of its ongoing covenants and obligations pursuant to the VPP Conveyance, the VPP PSA, and the VPP Gas Purchase Contract, and (iv) the Company guarantees (the "CEC Guaranty") the VPP Seller's performance of these same covenants and obligations; provided, however, if at the time of issuance thereof, the sum of (i) the aggregate cash consideration received by the Group Members for the sale of such VPP plus (ii) the Unamortized VPP Amount, defined below, of all other Qualifying VPPs sold since November 2, 2007 exceeds $3,500,000,000, then only the portion in excess of $3,500,000,000 shall be deemed not to be a Qualifying VPP. For the purpose of determining compliance with Section 7.1, the Unamortized VPP Amount and any non−Qualifying VPP amounts (if applicable) will be calculated as of the last day of the fiscal quarter of the Company. As used above, the "Unamortized VPP Amount" means the value of the remaining production required to be delivered under a VPP as of the time of determination, which value is equivalent to the unamortized principal amount of such VPP as maintained on the tax accounting books of the Company; provided that (i) the Company has provided the Administrative Agent a schedule showing the Unamortized VPP Amount for each VPP as of March 31, 2010, and (ii) any reduction in the Unamortized VPP Amount of any VPP shall be effective for purposes of this Agreement when a report thereof is delivered by the Company to the Administrative Agent."

Section 2.2. Borrowing Request Amendments. Section 2.2 of the Original Agreement is hereby amended to change both references to "$5,000,000" to read "$3,000,000".

Section 2.17(b) of the Original Agreement is hereby amended to amend the second sentence thereof to read as follows:

"Each such notice must be received by the Swing Line Lender and Administrative Agent not later than 1:30 P.M., Los Angeles, California time, on the requested borrowing date if the requested amount is less than $50,000,000, and otherwise not later than 9:00 A.M., Los Angeles, California time, on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum of $3,000,000 or whole multiples of $1,000,000 in excess thereof, and (ii) the requested borrowing date, which shall be a Business Day."

Sections 2.2 and 2.17(b) are each further amended by adding the following sentence at the end of each such Section:

"Without limiting a form of notice permitted under this Agreement, it is understood that a written notice of a borrowing request or a written confirmation of an oral notice of a borrowing request may be signed by: (i) means of a facsimile or stamp signature of a Responsible Officer of the Co−Borrowers or (ii) by another officer of the Co−Borrowers who has been authorized to make such requests, if the funds are made available to the Co−Borrowers pursuant to the terms of a repetitive wire transfer instruction or authorization acceptable to the Administrative Agent."

Section 2.3. Termination of Woodlands Revolving Commitment. Effective as of the Woodland Amendment Effective Date, the Original Agreement is hereby amended to (i) restate Schedule 1.1A to the Original Agreement to read as set forth Schedule 1.1A attached hereto and (ii) add the following Section 2.18:

"Section 2.18. Termination of Woodlands Revolving Commitment.

"(a) Termination of Woodlands Revolving Commitment. On the Woodlands Amendment Effective Date, (i) the Revolving Commitment of Woodlands shall be reduced to zero ($0.00), (ii) the Total Revolving Commitments shall be reduced by the amount of the $75,000,000 original Revolving Commitment of Woodlands, (iii) the Revolving Percentage of each Lender shall be recalculated giving effect to such reduction in the Revolving Commitment of Woodlands and in the Total Revolving Commitments, such resulting Revolving Percentage being reflected on Schedule 1.1A hereto, (iv) the participations of each Lender (other than Woodlands) in respect of Letters of Credit and Swing Line Loans is adjusted to such Lender's new Revolving Percentage, and (v) the participation of Woodlands in respect of Letters of Credit and Swing Line Loans, whether now or existing or hereafter issued, is terminated. Woodlands shall have no further obligation to fund any request for Revolving Loans or fund any amount in respect of any Letter of Credit or Swing Line Loans under the Credit Agreement.

"(b) Accrued Fees. Woodlands hereby shall not be entitled to any portion of any commitment fees under Section 2.3 of the Credit Agreement, or any Letter of Credit Fee under Section 2.13 of the Credit Agreement, accrued from and after June 30, 2009.

"(c) Principal Payment of Woodlands Loans. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, prior to the date on which all Revolving Loans shall become due and payable, whether upon Revolving Termination Date, upon acceleration under Section 8 of the Credit Agreement, or otherwise, (i) no portion of any prepayment of principal of Revolving Loans (whether under Sections 3.1 or 3.2 or otherwise) shall be applied to the Woodlands Loans other than as provided in Section 2.18(e), (ii) no Lender shall have any obligation to share any payment of principal of Revolving Loans with Woodlands under Section 3.16 of the Credit Agreement; and (iii) Woodlands waives all right to any pro rata treatment or pro rata payments in respect of payments of principal of Revolving Loans under Section 3.8 of the Credit Agreement. On the Revolving Termination Date or, if sooner, at the time when all Revolving Loans have become due and payable, whether upon acceleration under Section 8 of the Credit Agreement or otherwise, the Woodlands Loans shall be entitled to receive a ratable share of payments of principal of Revolving Loans under Section 3.8, and the Lenders' obligations to Woodlands in respect of payments of principal of Revolving Loans under Section 3.16 of the Credit Agreement shall become effective.

“(d) Interest on Woodlands Loans. The Woodlands Loans shall bear interest as follows: (i) to the extent that any Eurodollar Tranches are outstanding from time to time, that portion of the Woodlands Loans which would have been a Eurodollar Loan if the Revolving Commitment of Woodlands had remained in effect and if such portion of the Woodlands Loans had been funded as part of such Eurodollar Tranche shall bear interest at the applicable Eurodollar Rate plus the Applicable Margin, and (ii) otherwise the balance of the Woodlands Loans shall bear interest at the Base Rate plus the Applicable Margin. The provisions of Sections 3.5(c), 3.5(d), 3.6, 3.9, 3.10, 3.12, 3.13, 3.16, and 10.18, shall apply to such interest on the Woodlands Loans, but the other provisions of Article 3 shall not apply to interest on the Woodlands Loans.

“(e) Commitment Increase. So long as no Default has occurred and is continuing, the Co–Borrowers may request an increase in the Total Revolving Commitments in respect of the reduction in the Revolving Commitment of Woodlands in the manner provided for an increase in the Revolving Commitments under Section 2.15; provided, however, that such increase shall not exceed the remainder of (i) the Revolving Commitment of Woodlands prior to the reduction provided in Section 2.18(a), minus (ii) the outstanding principal balance of the Woodlands Loans after giving effect to any prepayment of the Woodlands Loans in whole or in part contemporaneously with such Commitment increase. The Co–Borrowers may repay the Woodlands Loans at the time of such Commitment increase, without premium or penalty and without payment of any amount under Section 3.11.

“(f) Voting Rights. So long as the Revolving Commitments have not terminated, the determination of the Borrowing Base and Collateral Value and each other determination or consent to be made based on the Revolving Commitments of the Lenders shall be made giving effect to the reduction of the Woodlands Revolving Commitment to zero; provided, however, that Woodlands shall retain its right to consent pursuant to Section 10.1 with respect to matters requiring the consent of all Lenders and matters requiring the consent of an affected Lender (to the extent that Woodlands is such an affected Lender). After the termination of the Revolving Commitments, the determination of Majority Lenders based on Total Revolving Extensions of Credit shall be made by including the Woodlands Loans as an outstanding Revolving Extension of Credit.”

Section 2.4. Independent Engineering Report. The reference in Section 6.2(d) of the Original Agreement to “85%”, contained in the phrase “prepared with respect to not less than 70% of the reserve volume of the Company and its Subsidiaries (but in any event, not less than 85% of the reserve volume used in the determination of the Collateral Value with respect to such Evaluation Date) by independent petroleum engineers chosen by the Company and acceptable to the Majority Lenders”, is hereby amended to read “70%”.

Section 2.5. Release. Each of the Co−Borrowers and Subsidiary Guarantors hereby unconditionally and irrevocably waive all claims, suits, debts, liens, losses, causes of action, demands, rights, damages or costs, or expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, which any of them may have or claim to have against Woodlands in its capacity as a Lender under the Credit Agreement, but not otherwise, or its agents, employees, officers, directors, representatives, attorneys, successors and assigns to the extent and solely to the extent arising out of or in connection with the Loan Documents or any prior or future Co−Borrowers request to fund or make an extension of credit under the Credit Agreement including, without limitation, any past or future failure by Woodlands to fund any Loan required to be funded by it under the Credit Agreement. Woodlands hereby unconditionally and irrevocably waives all claims, suits, debts, liens, losses, causes of action, demands, rights, damages or costs, or expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, which it may have or claim to have against any Co−Borrower, any Subsidiary Guarantor, Administrative Agent or any Lender or its agents, employees, officers, directors, representatives, attorneys, successors and assigns to the extent and solely to the extent arising out of or in connection with the failure of Woodlands to have received its pro rata share of any payment under the Credit Agreement on or prior to the date of this Amendment. Each of the released parties shall be a third party beneficiary of this Amendment.

ARTICLE III.

CONDITIONS OF EFFECTIVENESS; CLOSING

Section 3.1. Effective Date. This Amendment shall be effective on the date (the "Effective Date") when Agent shall have received, at Agent's office, duly executed and delivered and in form and substance satisfactory to Agent, all of the following:

(i) this Amendment duly executed by the Co−Borrowers, the Company, Agent, Majority Lenders and Woodlands;

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

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

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES

Section 4.1. Representations and Warranties of Co−Borrowers. In order to induce each Lender to enter into this Amendment, the Company and Co−Borrowers represent and warrant to Agent and to each Lender that:

(a) The representations and warranties contained in Article 4 of the Original Agreement are true and correct at and as of the time of the effectiveness hereof, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties are true and correct as of such earlier date.

(b) The Company and Co−Borrowers 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 Co−Borrowers have duly taken all corporate or limited liability company action necessary to authorize the execution and delivery of this Amendment and to authorize the performance of the obligations of the Company and Co−Borrowers hereunder.

(c) The execution and delivery by each of the Company and Co−Borrowers of this Amendment, the performance by each of the Company and Co−Borrowers 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 or organization, bylaws, or agreement of limited liability company of the Company or either of the Co−Borrowers (as applicable), or of any material agreement, judgment, license, order or permit applicable to or binding upon the Company or either of the Co−Borrowers, or result in the creation of any lien, charge or encumbrance upon any assets or properties of the Company or either of the Co−Borrowers. 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 Co−Borrowers 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 Co−Borrowers, 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, 2009 fairly present the consolidated financial position at such date and the consolidated statement of operations and the changes in consolidated financial position for the period ending on such date for the Company. Copies of such financial statements have heretofore been delivered to each Lender. Since such date 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 Credit Agreement as hereby modified and each of the Security Documents is hereby ratified and confirmed in all respects. Each Loan Party affirms that the terms of the Security Documents secure, and shall continue to secure, all of the Obligations, after giving effect to this Amendment. Any reference to the Credit Agreement in any Loan Document shall be deemed to be a reference to the Credit Agreement as hereby modified. 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 the 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. Loan Documents. This Amendment is a Loan Document, and all provisions in the Credit Agreement pertaining to Loan Documents apply hereto.

Section 5.3. 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 5.4. 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 Agreement. This Amendment may be validly executed by facsimile or other electronic transmission.

THIS AGREEMENT 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 ENERGY CORPORATION
CHESAPEAKE EXPLORATION, L.L.C.
CHESAPEAKE APPALACHIA, L.L.C.

By: /S/ JENNIFER M. GRIGSBY
Jennifer M. Grigsby
Treasurer and Senior Vice President

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

UNION BANK, N.A.,
as Administrative Agent, as Swing Line Lender, as an Issuing Lender and as a Lender

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

THE ROYAL BANK OF SCOTLAND plc, as Syndication Agent, as an Issuing Lender and as a Lender

By: /S/ LUCY WALKER
Name: Lucy Walker
Title: Vice President

BNP PARIBAS, as Co−Documentation Agent and as a Lender

By: /S/ POLLY SCHOTT
Name: Polly Schott
Title: Director

By: /S/ BETSY JOCHER
Name: Betsy Jocher
Title: Director

BANK OF AMERICA, N.A.,
as Co–Documentation Agent and as a Lender

By: /S/ RONALD E. MCKAIG
Name: Ronald E. McKaig
Title: Senior Vice President

SUNTRUST BANK, as Co–Documentation Agent and as a Lender

By: /S/ DAVID SIMPSON
Name: David Simpson
Title: Vice President

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, FORMERLY KNOWN AS CALYON NEW YORK BRANCH,
as a Lender

By: /S/ DENNIS PETITO
Name: Dennis Petito
Title: Managing Director

By: /S/ MICHAEL WILLIS
Name: Michael Willis
Title: Managing Director

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

FORTIS CAPITAL CORP., as a Lender

By: /S/ POLLY SCHOTT
Name: Polly Schott
Title: Director

By: /S/ BETSY JOCHER
Name: Betsy Jocher
Title: Director

WACHOVIA BANK, NATIONAL ASSOCIATION, as a Lender

By: /S/ J. ALAN ALEXANDER
Name: J. Alan Alexander
Title: SVP

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

WELLS FARGO BANK, N.A., as a Lender

By: /S/ J. ALAN ALEXANDER
Name: J. Alan Alexander
Title: SVP

BANK OF SCOTLAND plc, as a Lender

By: /S/ JULIA R. FRANKLIN
Name: Julia R. Franklin
Title: Assistant Vice President

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

CITICORP USA, INC., as a Lender

By: /S/ JOHN MILLER
Name: John Miller
Title: Vice President

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

BMO CAPITAL MARKETS FINANCING, INC., as a Lender

By: /S/ GUMARO TIJERINA
Name: Gumaro Tijerina
Title: Director

THE BANK OF NOVA SCOTIA, as a Lender

By: /S/ JOHN FRAZELL
Name: John Frazell
Title: Director

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /S/ MARK E.THOMPSON
Name: Mark E. Thompson
Title: Senior Vice President

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

BARCLAYS BANK PLC, as a Lender

By: /S/ SAM YOO
Name: Sam Yoo
Title: Assistant Vice President

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

ABN AMRO BANK N.V., as a Lender

By: /S/ MICHELE COSTELLO
Name: Michele Costello
Title: Director

By: /S/ MARC BRONDYKE
Name: Marc Brondyke
Title: Associate

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

NATIXIS, as a Lender

By: /S/ DONOVAN C. BROUSSARD
Name: Donovan C. Broussard
Title: Managing Director

By: /S/ LIANA TCHERNYSHEVA
Name: Liana Tchernysheva
Title: Director

COMERICA BANK, as a Lender

By: /S/ DUSTIN HANSEN
Name: DUSTIN HANSEN
Title: SENIOR VICE PRESIDENT

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

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

By: /S/ MIKE WEATHERHOLT
Name: Mike Weatherholt
Title: Assistant Vice President

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

TORONTO DOMINION (TEXAS) LLC, as a Lender

By: /S/ JACKIE BARRETT
Name: JACKIE BARRETT
Title: AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

COMPASS BANK, as a Lender

By: /S/ KATHLEEN J. BOWEN
Name: Kathleen J. Bowen
Title: Senior Vice President

MIDFIRST BANK, as a Lender

By: /S/ STEVE A. GRIFFIN
Name: Steve A. Griffin
Title: Senior Vice President

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as a Lender

By: /S/ NUPUR KUMAR
Name: Nupur Kumar
Title: Vice President

By: /S/ LYNNE–MARIE PAQUETTE
Name: Lynne–Marie Paquette
Title: Associate

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

UBS LOAN FINANCE LLC, as a Lender

By: /S/ IRJA R. OTSA
Name: Irja R. Otsa
Title: Associate Director

By: /S/ MARY E. EVANS
Name: Mary E. Evans
Title: Associate Director

DEUTSCHE BANK TRUST COMPANY AMERICAS, as a Lender

By: /S/ PAUL O'LEARY
Name: Paul O'Leary
Title: Director

By: /S/ DUSAN LAZAROV
Name: Dusan Lazarov
Title: Director

GOLDMAN SACHS BANK USA, as a Lender

By: /S/ JOHN MAKRINOS
Name: John Makrinos
Title: Authorized Signatory

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

GOLDMAN SACHS CREDIT PARTNERS L.P., as a Lender

By: /S/ JOHN MAKRINOS
Name: John Makrinos
Title: Authorized Signatory

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

ROYAL BANK OF CANADA, as a Lender

By: /S/ DON J. MCKINNERNEY
Name: Don J. McKinnerney
Title: Authorized Signatory

[SIGNATURE PAGE TO
FIFTH AMENDMENT TO SEVENTH AMENDED
AND RESTATED CREDIT AGREEMENT]

WOODLANDS COMMERCIAL BANK

By: /S/ BRIAN HALBEISEN
Name: Brian Halbeisen
Title: Vice President

CONSENT AND AGREEMENT

By its execution below, each of the undersigned hereby (i) consents to the provisions of this Amendment and the transactions contemplated herein, (ii) ratifies and confirms the Fifth Amended and Restated Guarantee Agreement dated as of November 2, 2007 made by it for the benefit of Administrative Agent and Lenders (as modified by certain Assumption Agreements, if any) 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 Fifth Amended and Restated Guarantee Agreement and such other Loan Documents shall remain in full force and effect.

Corporations:

CHESAPEAKE ENERGY CORPORATION
CHESAPEAKE ENERGY LOUISIANA CORPORATION
CHESAPEAKE ENERGY MARKETING, INC.
GENE D. YOST & SON, INC.
DIAMOND Y ENTERPRISE, INCORPORATED

CHESAPEAKE OPERATING, INC.
On behalf of itself and, as general partner of the following limited partnership:

CHESAPEAKE LOUISIANA, L.P.

Limited Liability Companies:

HODGES TRUCKING COMPANY, L.L.C.
CARMEN ACQUISITION, L.L.C.
CHESAPEAKE–CLEMENTS ACQUISITION, L.L.C.
CHESAPEAKE PLAZA, L.L.C.
CHESAPEAKE ROYALTY, L.L.C.
COMPASS MANUFACTURING, L.L.C.
GOTHIC PRODUCTION, L.L.C.
GREAT PLAINS OILFIELD RENTAL, L.L.C.
MC MINERAL COMPANY, L.L.C.
CHESAPEAKE LAND DEVELOPMENT COMPANY, L.L.C.
HAWG HAULING & DISPOSAL, LLC
CHK HOLDINGS, L.L.C.
MIDCON COMPRESSION, L.L.C.
NOMAC DRILLING, L.L.C.

Limited Partnerships:

EMLP, L.L.C.
Solely as general partner of the following limited partnership:

EMPRESS LOUISIANA PROPERTIES, L.P.

By: /S/ JENNIFER M. GRIGSBY
Jennifer M. Grigsby
Treasurer and Senior Vice President of the entities listed above

Exhibit 10.1.14.1

RESTRICTED STOCK AWARD AGREEMENT FOR
CHESAPEAKE ENERGY CORPORATION
LONG TERM INCENTIVE PLAN

THIS RESTRICTED STOCK AWARD AGREEMENT (the "Agreement") entered into as of the grant date set forth on the attached Notice of Grant of Award and Award Agreement (the "Notice"), by and between Chesapeake Energy Corporation, an Oklahoma corporation (the "Company"), and the participant named on the Notice (the "Participant");

W I T N E S S E T H:

WHEREAS, the Participant is an Employee or Consultant, and it is important to the Company that the Participant be encouraged to remain an Employee or Consultant; and

WHEREAS, the Company has previously adopted the Chesapeake Energy Corporation Long Term Incentive Plan (the "Plan"); and

WHEREAS, the Company has awarded the Participant shares of Common Stock under the Plan, as set forth on the Notice, subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, the Participant and the Company agree as follows:

1. The Plan. The Plan, a copy of which has been made available to the Participant, is hereby incorporated by reference herein and made a part hereof for all purposes, and when taken with this Agreement shall govern the rights of the Participant and the Company with respect to the Award (as defined below). Any capitalized terms used but not defined in this Agreement have the same meanings given to them in the Plan.

2. Grant of Award. The Company hereby awards to the Participant the number of shares of Common Stock set forth on the Notice, on the terms and conditions set forth herein and in the Plan (the "Award").

3. Terms of Award.

(a) Escrow of Shares. A certificate, or book–entry equivalent representing the shares of Common Stock subject to the Award (the "Restricted Stock") shall be issued in the name of the Participant and shall be escrowed with the Secretary of the Company (the "Escrow Agent") subject to removal of the restrictions placed thereon or forfeiture pursuant to the terms of this Agreement.

(b) Vesting. The shares of Restricted Stock will vest based on the Participant's continuous employment with or service to the Company, a Subsidiary or Affiliated Entity in accordance with the vesting schedule set forth on the Notice. Once vested pursuant to the terms of this Agreement, the Restricted Stock shall be deemed "Vested Stock."

(c) Voting Rights and Dividends. The Participant shall not have the voting rights attributable to the shares of Restricted Stock issued under this Award. No dividends will be paid to the Participant with respect to shares of Restricted Stock until such Restricted Stock becomes Vested Stock.

(d) Vested Stock – Removal of Restrictions. Upon Restricted Stock becoming Vested Stock, all restrictions shall be removed from the Stock and the Secretary of the Company shall deliver to the Participant shares either in certificate form or via D.W.A.C. (delivery/withdrawal at custodian) representing such Vested Stock free and clear of all restrictions, except for any applicable securities laws restrictions or restrictions pursuant to the Company's Insider Trading Policy.

(e) Forfeiture. Restricted Stock that does not become Vested Stock pursuant to the terms of this Agreement shall be absolutely forfeited and the Participant shall have no future interest therein of any kind whatsoever. In the event the Participant's employment with or service to the Company, a Subsidiary or an Affiliated Entity terminates prior to all shares of Restricted Stock becoming Vested Stock, then such unvested shares of Restricted Stock shall be absolutely forfeited on the date of termination and the Participant shall have no further interest therein of any kind whatsoever. The Committee may, in its discretion, accelerate the vesting of the Restricted Stock in the event of the Participant's death, Disability or termination due to special circumstances (as determined by the Committee in its sole discretion).

4. Fundamental Transaction; Change of Control. In accordance with the terms of the Plan, all Restricted Stock that becomes Vested Stock upon the occurrence of a Fundamental Transaction or a Change of Control shall be delivered to the Participant in certificate form or via D.W.A.C. free and clear of all restrictions, except for any applicable securities law restrictions.

5. Nontransferability of Award. Restricted Stock is not transferable other than by will or the laws of descent and distribution. Any attempted sale, assignment, transfer, pledge, hypothecation or other disposition of, or the levy of execution, attachment or similar process upon, Restricted Stock contrary to the provisions hereof shall be void and ineffective, shall give no right to any purported transferee, any may, at the sole discretion of the Committee, result in forfeiture of the Restricted Stock involved in such attempt.

6. Withholding. The Company may make such provision as it may deem appropriate for the withholding of any applicable federal, state or local taxes that it determines it may be obligated to withhold or pay in connection with the vesting of the Restricted Stock or any election made by the Participant. Required withholding taxes as determined by the Company associated with this Award must be paid in cash unless the Committee requires the Participant to pay such withholding taxes by directing the Company to withhold from the Award the number of shares of Common Stock having a Fair Market Value on the date of vesting equal to the amount of required withholding taxes.

7. Notification of 83(b) Election. In the event the Participant elects to make an 83(b) election with respect to this Award, the Participant must provide the Company notice of such election at the same time the election is filed with the Internal Revenue Service. The Participant must also tender to the Company payment of the required withholding taxes associated with such election. In the event the Participant makes an 83(b) election without consulting with the Company as to the payment of required withholding taxes, the Company may withhold from other payments to the Participant amounts necessary to effect the required withholding.

8. Amendments. This Award Agreement may be amended by a written agreement signed by the Company and the Participant; provided that the Committee may modify the terms of this Award Agreement without the consent of the Participant in any manner that is not adverse to the Participant.

9. Securities Law Restrictions. This Award shall be vested and common stock issued only in compliance with the Securities Act of 1933, as amended (the "Act"), and any other applicable securities law, or pursuant to an exemption therefrom. If deemed necessary by the Company to comply with the Act or any applicable laws or regulations relating to the sale of securities, the Participant at the time of vesting and as a condition imposed by the Company, shall represent, warrant and agree that the shares of Common Stock subject to the Award are being acquired for investment and not with any present intention to resell the same and without a view to distribution, and the Participant shall, upon the request of the Company, execute and deliver to the Company an agreement to such a fact. The Participant acknowledges that any stock certificate representing Common Stock acquired under such circumstances will be issued with a restricted securities legend.

10. Participant Misconduct. Notwithstanding anything in the Plan or this Agreement to the contrary, the Committee shall have the authority to determine that in the event of serious misconduct by the Participant (including violations of employment agreements, confidentiality or other proprietary matters) or any activity of a Participant in competition with the business of the Company or any Subsidiary or Affiliated Entity, the Stock Option may be cancelled, in whole or in part, whether or not vested. The determination of whether a Participant has engaged in a serious breach of conduct or any activity in competition with the business of the Company or any Subsidiary or Affiliated Entity shall be determined by the Committee in good faith and in its sole discretion. This paragraph 10 shall have no effect and be deleted from this Agreement following a Change of Control.

11. Notices. All notices or other communications relating to the Plan and this Agreement as it relates to the Participant shall be in electronic or written form. If in writing, such notices shall be deemed to have been made if personally delivered in return for a receipt, or if mailed, by regular U.S. mail, postage prepaid, by the Company to the Participant at his last known address evidenced on the payroll records of the Company.

12. Binding Effect and Governing Law. This Agreement shall be (i) binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns except as may be limited by the Plan and (ii) governed and construed under the laws of the State of Oklahoma.

13. Captions. The captions of specific provisions of this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provision hereof.

14. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes, but all of which taken together shall form but one agreement.

Notice of Grant of Award
and Award Agreement

Chesapeake Energy Corporation
ID: 73–1395733
6100 N. Western Avenue
Oklahoma City, OK 73118

<NAME>
<ADDRESS>
<ADDRESS>

Award Number: ________
Plan: **LTIP**
ID: ________

Effective *<date>*, you have been granted an award of *<number>* shares of Chesapeake Energy Corporation (the Company) common stock. These shares are restricted until the vest date(s) shown below.

The current total value of the award is $____________.

The award will vest in increments on the date(s) shown. [four equal annual installments]

Shares	Full Vest
______	mm/dd/yyyy
______	mm/dd/yyyy
______	mm/dd/yyyy
______	mm/dd/yyyy

By your signature and the Company's signature below, you and the Company agree that this award is granted under and governed by the terms and conditions of the Company's Award Plan as amended and the Award Agreement, all of which are attached and made a part of this document.

Chesapeake Energy Corporation Date

<NAME>____ Date

EXHIBIT 12

CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES

RATIOS OF EARNINGS TO FIXED CHARGES AND COMBINED FIXED CHARGES AND PREFERRED DIVIDENDS

	Years Ended December 31,					Six Months Ended June 30,
	2005	2006	2007	2008	2009	2010
	($ in millions)					
EARNINGS:						
Income (loss) before income taxes and cumulative effect of accounting change	$1,492	$3,241	$2,347	$ 991	$(9,288)	$ 1,614
Interest expense[a]	223	318	375	225	237	111
(Gain)/loss on investment in equity investees in excess of distributed earnings	1	(3)	21	40	39	(39)
Amortization of capitalized interest	10	19	40	74	150	96
Loan cost amortization	9	13	16	19	26	13
Earnings	$1,735	$3,588	$2,799	$1,349	$(8,836)	$ 1,795
FIXED CHARGES:						
Interest Expense	$ 223	$ 318	$ 375	$ 225	$ 237	$ 111
Capitalized interest	79	179	311	586	627	339
Loan cost amortization	9	13	16	19	26	13
Fixed Charges	$ 311	$ 510	$ 702	$ 830	$ 890	$ 463
PREFERRED STOCK DIVIDENDS:						
Preferred dividend requirements	$ 42	$ 89	$ 94	$ 33	$ 23	$ 25
Ratio of income before provision for taxes to net income[b]	1.57	1.63	1.62	1.64	1.59	1.63
Preferred Dividends	$ 66	$ 145	$ 152	$ 54	$ 37	$ 41
COMBINED FIXED CHARGES AND PREFERRED DIVIDENDS	$ 377	$ 655	$ 854	$ 884	$ 927	$ 504
RATIO OF EARNINGS TO FIXED CHARGES	5.6	7.0	4.0	1.6	(9.9)	3.9
INSUFFICIENT COVERAGE	$ —	$ —	$ —	$ —	$ 9,726	$ —
RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND PREFERRED DIVIDENDS	4.6	5.5	3.3	1.5	(9.5)	3.6
INSUFFICIENT COVERAGE	$ —	$ —	$ —	$ —	$ 9,763	$ —

(a) Excludes the effect of unrealized gains or losses on interest rate derivatives and includes amortization of bond discount.

(b) Amounts of income before provision for taxes and of net income exclude the cumulative effect of accounting change.

Exhibit 31.1

CERTIFICATION

I, Aubrey K. McClendon, certify that:

1. I have reviewed this quarterly report on Form 10–Q of Chesapeake Energy Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a–15(e) and 15d–15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a–15(f) and 15d–15(f)) for the registrant and have:
   (a) designed such disclosure controls and procedure, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2010

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

Exhibit 31.2

CERTIFICATION

I, Marcus C. Rowland, certify that:

1. I have reviewed this quarterly report on Form 10−Q of Chesapeake Energy Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a−15(e) and 15d−15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a−15(f) and 15d−15(f)) for the registrant and have:
   (a) designed such disclosure controls and procedure, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
   (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
   (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: August 9, 2010

/s/ MARCUS C. ROWLAND
Marcus C. Rowland
Executive Vice President and Chief Financial Officer

Exhibit 32.1

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES–OXLEY ACT OF 2002**

In connection with the Quarterly Report of Chesapeake Energy Corporation (the “Company”) on Form 10–Q for the period ended June 30, 2010 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Aubrey K. McClendon, Chairman and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes–Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

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

Date: August 9, 2010

Exhibit 32.2

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES−OXLEY ACT OF 2002**

In connection with the Quarterly Report of Chesapeake Energy Corporation (the “Company”) on Form 10−Q for the period ended June 30, 2010 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Marcus C. Rowland, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C.§ 1350, as adopted pursuant to Section 906 of the Sarbanes−Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ MARCUS C. ROWLAND
Marcus C. Rowland
Executive Vice President and Chief Financial Officer

Date: August 9, 2010