CHESAPEAKE ENERGY CORP
Form S-4
December 05, 2018
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As filed with the Securities and Exchange Commission on December 4, 2018

Registration No. 333-

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-4

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

Chesapeake Energy Corporation

(Exact Name of Registrant As Specified in Its Charter)

Oklahoma	**1311**	**73-1395733**
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification Number)**

6100 North Western Avenue

Oklahoma City, Oklahoma 73118

(405) 848-8000

(Address, including zip code and telephone number, including area code, of registrant s principal executive offices)

James R. Webb

Executive Vice President General Counsel and Corporate Secretary

6100 North Western Avenue

Oklahoma City, Oklahoma

(405) 848-8000

(Name, address, including zip code and telephone number, including area code, of agent for service)

Copies to:

Clinton W. Rancher **Joshua Davidson** **Baker Botts L.L.P.** **910 Louisiana Street** **Houston, Texas 77002** **(713) 229-1234**	**David A. Katz** **Wachtell, Lipton, Rosen & Katz** **51 West 52nd Street** **New York, New York 10019** **(212) 403-1000**	**Kyle N. Roane** **WildHorse Resource Development Corporation** **9805 Katy Freeway, Suite 400** **Houston, Texas 77024** **(713) 568-4910**	**Douglas E. McWilliams** **Stephen M. Gill** **Vinson & Elkins L.L.P.** **1001 Fannin, Suite 2500** **Houston, Texas 77002** **(713) 758-2222**

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement is declared effective and upon completion of the transactions described in the enclosed joint proxy statement/prospectus.

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

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

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

offering.

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

Large accelerated filer	Accelerated filer
Non-accelerated filer	Smaller reporting company
	Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

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

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

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

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered[1]	Proposed maximum offering price per share	Proposed maximum aggregate offering price[2]	Amount of registration fee[3]
Common stock, par value $0.01 per share	744,247,773	N/A	$2,280,263,743	$276,368

(1) Represents the maximum number of shares of common stock, par value $0.01 per share (Chesapeake common stock), of Chesapeake Energy Corporation (Chesapeake) estimated to be issuable by Chesapeake upon the completion of the merger with WildHorse Resource Development Corporation (WildHorse) described herein. The estimated maximum number of shares of common stock, par value $0.01 per share, of WildHorse (WildHorse common stock) that may be exchanged or converted for shares of Chesapeake common stock is equal to 134,395,956 (the Maximum Number of WildHorse Shares), which is calculated based on the sum of (a) 101,993,897 shares of WildHorse common stock outstanding as of November 29, 2018, which includes 2,348,605 shares of restricted WildHorse common stock granted pursuant to WildHorse s 2016 Long Term Incentive Plan, and (b) 32,402,059 shares of WildHorse common stock, which, as of November 29, 2018, represents the number of shares of WildHorse common stock that 435,000 shares of WildHorse s 6.00% Series A Perpetual Convertible Preferred Stock outstanding as of November 29, 2018 are convertible into. The number of shares of Chesapeake common stock being registered is calculated based on the sum of (a) 92,878,420, which represents the number of shares of WildHorse common stock whose holders have irrevocably elected to receive the mixed consideration (as described herein), multiplied by (ii) 5.336 (the exchange ratio for each share of WildHorse common stock pursuant to the mixed consideration), and (b) 41,517,536, which represents the remainder of the Maximum Number of WildHorse Shares, multiplied by (ii) 5.989 (the exchange ratio for each share of WildHorse common stock pursuant to the share consideration (as described herein)).

(2) Calculated pursuant to Rule 457(f)(1), Rule 457(f)(3) and Rule 457(c) under the Securities Act of 1933, as amended, solely for the purpose of calculating the registration fee based on (a)(i) the average of the high and low prices for shares of WildHorse common stock as reported on the New York Stock Exchange on November 29, 2018 ($19.04 per share), multiplied by (ii) the Maximum Number of WildHorse Shares, minus (b) the estimated aggregate amount of cash to be paid by Chesapeake as merger consideration (as described herein).

(3) The registration fee for the securities registered hereby has been calculated pursuant to Section 6(b) of the Securities Act of 1933, as amended, by multiplying the proposed maximum aggregate offering price for the securities by 0.0001212.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information in this prospectus is not complete and may be changed. These securities may not be issued until the registration statement filed with the Securities and Exchange Commission is effective. This joint proxy statement/prospectus is not an offer to sell these securities and does not constitute the solicitation of offers to buy these securities in any jurisdiction where the offer or sale is not permitted.

PRELIMINARY SUBJECT TO COMPLETION, DATED DECEMBER 4, 2018

JOINT LETTER TO SHAREHOLDERS OF CHESAPEAKE ENERGY CORPORATION AND STOCKHOLDERS OF WILDHORSE RESOURCE DEVELOPMENT CORPORATION

Dear Security Holders:

Chesapeake Energy Corporation, or Chesapeake, and WildHorse Resource Development Corporation, or WildHorse, have entered into a merger agreement (which, as it may be amended from time to time, we refer to as the merger agreement) providing for the acquisition of WildHorse by Chesapeake pursuant to a merger between a wholly owned subsidiary of Chesapeake and WildHorse, with WildHorse surviving the merger as a direct, wholly owned subsidiary of Chesapeake (which we refer to as the merger). Immediately following the effective time of the merger, the surviving corporation will merge with and into a wholly owned limited liability company subsidiary of Chesapeake, with that limited liability company continuing as a wholly owned subsidiary of Chesapeake. Chesapeake shareholders as of the close of business on , , the Chesapeake record date, are invited to attend a special meeting of Chesapeake shareholders on , 2019, at , Central Time, to consider and vote upon (i) a proposal to approve the issuance of shares of Chesapeake common stock (which we refer to as the Chesapeake issuance proposal) in connection with the merger, (ii) a proposal to amend Chesapeake s Restated Certificate of Incorporation (which we refer to as the Chesapeake charter) to increase the maximum size of Chesapeake s board of directors from 10 members to 11 members (which we refer to as the Chesapeake board size proposal) and (iii) a proposal to amend Chesapeake s charter to increase the number of authorized shares of Chesapeake common stock from 2,000,000,000 shares to 3,000,000,000 shares (which we refer to as the Chesapeake authorized shares proposal).

WildHorse stockholders as of the close of business on , , the WildHorse record date, are invited to attend a special meeting of WildHorse stockholders on , 2019, at , Central Time, to consider and vote upon (i) a proposal to adopt the merger agreement and the transactions contemplated by the merger agreement, including the merger (which we refer to as the merger proposal), (ii) a proposal to approve, on a non-binding, advisory basis, certain compensation that may be paid or become payable to WildHorse s named executive officers that is based on or otherwise relates to the merger (which we refer to as the non-binding, advisory compensation proposal) and (iii) a proposal to approve the adjournment of the WildHorse special meeting to a later date or dates, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the special meeting to approve the merger proposal (which we refer to as the adjournment proposal).

For WildHorse stockholders, if the merger is completed, you will be entitled to receive, for each issued and outstanding share of WildHorse common stock owned by you immediately prior to the effective time of the merger, at your election, either (i) 5.336 shares of Chesapeake common stock and $3.00 in cash (which we refer to as the mixed consideration), or (ii) 5.989 shares of Chesapeake common stock (which we refer to as the share consideration), in each case, with cash in lieu of any fractional shares (which we refer to as the merger consideration), with certain

exceptions as further described in the joint proxy statement/prospectus accompanying this notice. The market value of the merger consideration will fluctuate with the price of Chesapeake common stock. Based on the closing price of Chesapeake common stock on October 29, 2018, the last trading day before the public announcement of the signing of the merger agreement, the value of the per share merger consideration payable to holders of WildHorse common stock upon completion of the merger was

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approximately (i) $22.85 for the mixed consideration and (ii) $22.28 for the share consideration. Based on the closing price of Chesapeake common stock on , , the last practicable date before the date of the joint proxy statement/prospectus accompanying this notice, the value of the merger consideration payable to holders of WildHorse common stock upon completion of the merger was approximately (i) $ for the mixed consideration and (ii) $ for the share consideration. We urge you to obtain current stock price quotations for Chesapeake common stock and WildHorse common stock. Chesapeake common stock is traded on the New York Stock Exchange (NYSE) under the symbol CHK and WildHorse common stock is traded on the NYSE under the symbol WRD.

In connection with the execution of the merger agreement, on October 29, 2018, Jay C. Graham (WildHorse s Chief Executive Officer), Esquisto Holdings, LLC, WHE AcqCo Holdings, LLC, WHR Holdings, LLC, NGP XI US Holdings, L.P., affiliates of NGP Energy Capital Management, LLC (which we refer to as NGP and, collectively as, the NGP stockholders), and CP VI Eagle Holdings, L.P. (which we refer to as the Carlyle stockholder), an affiliate of Carlyle Group Management LLC, entered into Voting and Support Agreements (which we refer to as the voting agreements) with Chesapeake and WildHorse. The WildHorse stockholders that executed the voting agreements have agreed to vote or cause to be voted all shares of WildHorse common stock and WildHorse preferred stock (on an as-converted basis) held by them in favor of the adoption of the merger and against alternative transactions; provided, however, that in the event of a WildHorse recommendation change (as defined in the section entitled *The Merger Agreement No Solicitation*; *Changes of Recommendation* beginning on page 154), the number of shares of WildHorse common stock and WildHorse preferred stock (on an as-converted basis) bound by such obligation will be reduced. As of November 29, 2018, the 435,000 shares of WildHorse preferred stock held by the Carlyle stockholder are convertible into 32,402,059 shares of WildHorse common stock. As of the date of this joint proxy statement/prospectus, those stockholders hold and are entitled to vote in the aggregate approximately % of the issued and outstanding shares of WildHorse common stock entitled to vote at the WildHorse special meeting (on an as-converted basis). Accordingly, as long as there is not a WildHorse recommendation change with respect to the merger proposal, approval of the merger proposal at the WildHorse special meeting is assured. In the event of a WildHorse recommendation change with regard to the merger proposal, such stockholders, taken together, will be required to vote shares that, in the aggregate, represent 35% of the issued and outstanding shares of WildHorse common stock and WildHorse preferred stock (on an as-converted basis) for such proposal, with each such stockholder being able to vote the balance of its shares of WildHorse common stock on such proposal in such stockholder s sole discretion.

In addition, Jay C. Graham, the NGP stockholders and the Carlyle stockholder irrevocably elected to receive the mixed consideration with respect to their WildHorse common stock, including WildHorse preferred stock on an as-converted basis, as applicable. Furthermore, the voting agreement with the Carlyle stockholder requires such stockholder to convert its shares of WildHorse preferred stock into WildHorse common stock prior to the effective time of the merger. See *The Merger Agreement Voting and Support Agreements* beginning on page 175 for more information.

The Chesapeake board of directors unanimously: (i) determined that the merger agreement and the transactions contemplated by the merger agreement, including the Chesapeake issuance proposal, the Chesapeake board size proposal, and the Chesapeake authorized shares proposal, are advisable, and in the best interests of, Chesapeake and its shareholders; (ii) approved and declared advisable the merger agreement and the transactions contemplated by the merger agreement; and (iii) recommends that Chesapeake shareholders vote FOR the Chesapeake issuance proposal, FOR the Chesapeake board size proposal and FOR the Chesapeake authorized shares proposal.

The WildHorse board of directors unanimously: (i) determined that the merger and the other transactions contemplated by the merger agreement are fair to, and in the best interests of, WildHorse stockholders; (ii) approved and declared advisable the merger agreement and the transactions contemplated by the merger agreement, including the merger; (iii) directed that the merger agreement be submitted to the WildHorse stockholders for adoption; and (iv) recommended that the WildHorse stockholders adopt the merger agreement and approve all other actions or matters necessary or desirable

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to give effect to the foregoing. The WildHorse board unanimously recommends that WildHorse stockholders vote FOR the merger proposal, FOR the non-binding, advisory compensation proposal and FOR the adjournment proposal.

Chesapeake and WildHorse will each hold a special meeting of their respective shareholders and stockholders to consider certain matters relating to the merger. Chesapeake and WildHorse cannot complete the merger unless, among other things, Chesapeake shareholders approve the Chesapeake issuance proposal and WildHorse stockholders approve the merger proposal.

Your vote is very important. To ensure your representation at your company s special meeting, complete and return the applicable enclosed proxy card or submit your proxy by phone or the Internet. Please vote promptly whether or not you expect to attend your company s special meeting. Submitting a proxy now will not prevent you from being able to vote in person at your company s special meeting.

The joint proxy statement/prospectus accompanying this notice is also being delivered to WildHorse stockholders as Chesapeake s prospectus for its offering of shares of Chesapeake common stock to WildHorse stockholders in connection with the merger.

The obligations of Chesapeake and WildHorse to complete the merger are subject to the satisfaction or waiver of the conditions set forth in the merger agreement, a copy of which is included as part of the accompanying joint proxy statement/prospectus. The joint proxy statement/prospectus provides you with detailed information about the merger. It also contains or incorporates by reference information about Chesapeake and WildHorse and certain related matters. You are encouraged to read the joint proxy statement/prospectus carefully and in its entirety. **In particular, you should carefully read the section entitled *Risk Factors* beginning on page 45 of the joint proxy statement/prospectus for a discussion of risks you should consider in evaluating the merger and the issuance of shares of Chesapeake common stock in connection with the merger and how they will affect you.**

Sincerely,

Robert D. Lawler
President and Chief Executive Officer
Chesapeake Energy Corporation

Sincerely,

Jay C. Graham
Chief Executive Officer
WildHorse Resource Development Corporation

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued under the accompanying joint proxy statement/prospectus or passed upon the adequacy or accuracy of the disclosure in this document. Any representation to the contrary is a criminal offense.

The joint proxy statement/prospectus is dated , and is first being mailed to shareholders of Chesapeake and stockholders of WildHorse on or about , .

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NOTICE OF THE SPECIAL MEETING OF SHAREHOLDERS

TO BE HELD ON , 2019

AT CHESAPEAKE ENERGY CORPORATION

6100 NORTH WESTERN AVENUE

OKLAHOMA CITY, OKLAHOMA 73118

NOTICE IS HEREBY GIVEN that a special meeting of shareholders of Chesapeake Energy Corporation, or Chesapeake, will be held on , 2019, at , Central Time, at 6100 North Western Avenue, Oklahoma City, Oklahoma 73118, to consider and vote on the following proposals:

to approve the issuance of shares of Chesapeake common stock (which we refer to as the Chesapeake issuance proposal) in connection with the merger between a wholly owned subsidiary of Chesapeake and WildHorse Resource Development Corporation, or WildHorse, as contemplated by the Agreement and Plan of Merger, dated October 29, 2018 by and among Chesapeake, Coleburn Inc., a wholly owned subsidiary of Chesapeake, and WildHorse;

to approve an amendment to Chesapeake s Restated Certificate of Incorporation (which we refer to as the Chesapeake charter) to increase the maximum size of Chesapeake s board of directors (which we refer to as the Chesapeake board) from 10 members to 11 members (which we refer to as the Chesapeake board size proposal); and

to approve an amendment of Chesapeake s charter to increase Chesapeake s authorized shares of common stock from 2,000,000,000 shares to 3,000,000,000 shares (which we refer to as the Chesapeake authorized shares proposal).

Chesapeake will transact no other business at the Chesapeake special meeting. Chesapeake shareholder approval of the Chesapeake issuance proposal is required to complete the merger. Approval of the Chesapeake board size proposal and approval of the Chesapeake authorized shares proposal are not conditions to the obligation of either Chesapeake or WildHorse to complete the merger. The record date for the Chesapeake special meeting has been set as , . Only Chesapeake shareholders of record as of the close of business on such record date are entitled to notice of, and to vote at, the Chesapeake special meeting or any adjournments and postponements of the Chesapeake special meeting. For additional information regarding the Chesapeake special meeting, see the section entitled *Special Meeting of Chesapeake Shareholders* beginning on page 62 of the joint proxy statement/prospectus accompanying this notice.

The Chesapeake board of directors unanimously recommends that you vote FOR the Chesapeake issuance proposal, FOR the Chesapeake board size proposal and FOR the Chesapeake authorized shares proposal.

The Chesapeake proposals are described in more detail in the accompanying joint proxy statement/prospectus, which you should read carefully and in its entirety before you vote. A copy of the merger agreement is attached as Annex A

to the accompanying joint proxy statement/prospectus.

PLEASE VOTE AS PROMPTLY AS POSSIBLE, WHETHER OR NOT YOU PLAN TO ATTEND THE CHESAPEAKE SPECIAL MEETING. IF YOU LATER DESIRE TO REVOKE OR CHANGE YOUR PROXY FOR ANY REASON, YOU MAY DO SO IN THE MANNER DESCRIBED IN THE ACCOMPANYING JOINT PROXY STATEMENT/PROSPECTUS. FOR FURTHER INFORMATION CONCERNING THE PROPOSAL BEING VOTED UPON, USE OF THE PROXY AND OTHER RELATED MATTERS, YOU ARE URGED TO READ THE ACCOMPANYING JOINT PROXY STATEMENT/PROSPECTUS.

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Your vote is very important. Approval of the Chesapeake issuance proposal by the Chesapeake shareholders is a condition to the merger and requires the affirmative vote of a majority of votes cast by Chesapeake shareholders, present in person or by proxy at the Chesapeake special meeting and entitled to vote on such proposal. Approval of the Chesapeake board size proposal by the Chesapeake shareholders requires the affirmative vote of at least a majority of the issued and outstanding common stock of Chesapeake, entitled to vote on such proposal. Approval of the Chesapeake authorized shares proposal by the Chesapeake shareholders requires the affirmative vote of at least a majority of the issued and outstanding common stock of Chesapeake, entitled to vote on such proposal. Chesapeake shareholders are requested to complete, date, sign and return the enclosed proxy in the envelope provided, which requires no postage if mailed in the United States, or to submit their votes by phone or the Internet. Simply follow the instructions provided on the enclosed proxy card.

BY ORDER OF THE BOARD OF DIRECTORS,

R. Brad Martin
Chairman of the Board

Chesapeake Energy Corporation

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NOTICE OF THE SPECIAL MEETING OF STOCKHOLDERS

TO BE HELD ON , 2019

AT 920 MEMORIAL CITY WAY, SUITE 1400, HOUSTON, TEXAS 77024

NOTICE IS HEREBY GIVEN that a special meeting of stockholders of WildHorse Resource Development Corporation, or WildHorse, will be held on , at 2019, Central Time, at 920 Memorial City Way, Suite 1400, Houston, Texas 77024, to consider and vote on the following proposals:

to adopt the Agreement and Plan of Merger, dated October 29, 2018, by and among Chesapeake Energy Corporation, Coleburn Inc. and WildHorse (the merger agreement) and the transactions contemplated by the merger agreement, including the merger (the merger proposal);

to approve, on a non-binding, advisory basis, certain compensation that may be paid or become payable to WildHorse s named executive officers that is based on or otherwise relates to the merger (the non-binding, advisory compensation proposal); and

to approve the adjournment of the WildHorse special meeting to a later date or dates, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the special meeting to approve the merger proposal (the adjournment proposal).

WildHorse will transact no other business at the WildHorse special meeting. WildHorse stockholder approval of the merger proposal is required to complete the merger. The record date for the WildHorse special meeting has been set as , . Only WildHorse stockholders of record as of the close of business on such record date are entitled to notice of, and to vote at, the WildHorse special meeting or any adjournments and postponements of the WildHorse special meeting. For additional information regarding the WildHorse special meeting, see the section entitled *Special Meeting of WildHorse Stockholders* beginning on page 70 of the joint proxy statement/prospectus accompanying this notice.

The WildHorse board of directors unanimously recommends that you vote FOR the merger proposal, FOR the non-binding, advisory compensation proposal and FOR the adjournment proposal.

The WildHorse proposals are described in more detail in the accompanying joint proxy statement/prospectus, which you should read carefully and in its entirety before you vote. A copy of the merger agreement is attached as Annex A to the accompanying joint proxy statement/prospectus.

PLEASE VOTE AS PROMPTLY AS POSSIBLE, WHETHER OR NOT YOU PLAN TO ATTEND THE WILDHORSE SPECIAL MEETING. IF YOU LATER DESIRE TO REVOKE OR CHANGE YOUR PROXY FOR ANY REASON, YOU MAY DO SO IN THE MANNER DESCRIBED IN THE ACCOMPANYING JOINT PROXY STATEMENT/PROSPECTUS. FOR FURTHER INFORMATION CONCERNING THE PROPOSALS BEING VOTED UPON, USE OF THE PROXY AND OTHER RELATED MATTERS, YOU ARE URGED TO READ THE ACCOMPANYING JOINT PROXY STATEMENT/PROSPECTUS.

Your vote is very important. Approval of the merger proposal by the WildHorse stockholders is a condition to the merger and requires the affirmative vote of a majority of the outstanding shares of

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WildHorse common stock, including WildHorse preferred stock on an as-converted basis, entitled to vote on such proposal. Approval of the non-binding, advisory compensation proposal by the WildHorse stockholders requires the affirmative vote of a majority of the shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, present in person or by proxy at the WildHorse special meeting and entitled to vote on such proposal. Approval of the adjournment proposal by the WildHorse stockholders requires the affirmative vote of a majority of the shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, present in person or by proxy at the WildHorse special meeting and entitled to vote on such proposal. WildHorse stockholders are requested to complete, date, sign and return the enclosed proxy in the envelope provided, which requires no postage if mailed in the United States, or to submit their votes by phone or the Internet. Simply follow the instructions provided on the enclosed proxy card.

BY ORDER OF THE BOARD OF DIRECTORS,

Jay C. Graham
Chairman of the Board

WildHorse Resource Development Corporation

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REFERENCES TO ADDITIONAL INFORMATION

This joint proxy statement/prospectus incorporates by reference important business and financial information about Chesapeake Energy Corporation (which we refer to as Chesapeake) and WildHorse Resource Development Corporation (which we refer to as WildHorse) from other documents that are not included in or delivered with this joint proxy statement/prospectus, including documents that Chesapeake and WildHorse have filed with the U.S. Securities and Exchange Commission (which we refer to as the SEC). For a listing of documents incorporated by reference herein, see the sections entitled *Where You Can Find More Information* and *Information Incorporated by Reference*, each beginning on page 215.

You may request copies of this joint proxy statement/prospectus and any of the documents incorporated by reference herein or other information concerning Chesapeake or WildHorse, without charge, upon written or oral request to the applicable company s principal executive offices. The respective addresses and phone numbers of such principal offices are listed below.

For Chesapeake Shareholders:

Chesapeake Energy Corporation

6100 North Western Avenue

Oklahoma City, Oklahoma 73118

(405) 848-8000

For WildHorse Stockholders:

WildHorse Resource Development Corporation
9805 Katy Freeway, Suite 400
Houston, Texas 77024
(713) 568-4910

To obtain timely delivery of these documents before the Chesapeake special meeting, Chesapeake shareholders must request the information no later than , 2019 (which is five business days before the date of the Chesapeake special meeting).

To obtain timely delivery of these documents before the WildHorse special meeting, WildHorse stockholders must request the information no later than , 2019 (which is five business days before the date of the WildHorse special meeting).

In addition, if you have questions about the merger or this joint proxy statement/prospectus, would like additional copies of this joint proxy statement/prospectus or need to obtain proxy cards or other information related to the proxy solicitation, contact Innisfree M&A Incorporated, the proxy solicitor for Chesapeake and WildHorse, toll-free at (877) 825-8621 or, for brokers and banks, collect at (212) 750-5833. You will not be charged for any of these documents that you request.

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ABOUT THIS JOINT PROXY STATEMENT/PROSPECTUS

This document, which forms part of a registration statement on Form S-4 filed with the SEC by Chesapeake (File No. 333-), constitutes a prospectus of Chesapeake under Section 5 of the Securities Act of 1933, as amended (which we refer to as the Securities Act), with respect to the shares of common stock of Chesapeake, par value $0.01 per share (which we refer to as Chesapeake common stock), to be issued to WildHorse stockholders pursuant to the Agreement and Plan of Merger, dated October 29, 2018, by and among Chesapeake, WildHorse, and Coleburn Inc. (which we refer to as Merger Sub).

This document also constitutes a notice of meeting and proxy statement of each of Chesapeake and WildHorse under Section 14(a) of the Securities Exchange Act of 1934, as amended (which we refer to as the Exchange Act).

Chesapeake has supplied all information contained or incorporated by reference herein relating to Chesapeake, and WildHorse has supplied all information contained or incorporated by reference herein relating to WildHorse. Chesapeake and WildHorse have both contributed to the information relating to the merger and the merger agreement contained in this joint proxy statement/prospectus.

Chesapeake and WildHorse have not authorized anyone to provide you with information that is different from that contained in or incorporated by reference herein. Chesapeake and WildHorse take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This joint proxy statement/prospectus is dated , and you should not assume that the information contained in this joint proxy statement/prospectus is accurate as of any date other than such date unless otherwise specifically provided herein. Further, you should not assume that the information incorporated by reference herein is accurate as of any date other than the date of the incorporated document. Neither the mailing of this joint proxy statement/prospectus to the shareholders of Chesapeake and stockholders of WildHorse, nor the issuance by Chesapeake of shares of Chesapeake common stock pursuant to the merger agreement, will create any implication to the contrary.

All currency amounts referenced in this joint proxy statement/prospectus are in U.S. dollars.

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QUESTIONS AND ANSWERS ABOUT THE MERGER AND THE SPECIAL MEETINGS

The following are answers to certain questions that you may have regarding the Chesapeake and WildHorse special meetings. Chesapeake and WildHorse urge you to read carefully the remainder of this document because the information in this section may not provide all the information that might be important to you in determining how to vote. Additional important information is also contained in the annexes to, and the documents incorporated by reference in, this document.

Q: Why am I receiving this joint proxy statement/prospectus?

A. You are receiving this joint proxy statement/prospectus because Chesapeake, WildHorse and Merger Sub have entered into the merger agreement, pursuant to which, on the terms and subject to the conditions included in the merger agreement, Chesapeake has agreed to acquire WildHorse by means of a merger of Merger Sub with and into WildHorse, with WildHorse surviving the merger as a wholly owned subsidiary of Chesapeake. Immediately following the effective time of the merger, the surviving corporation will merge with and into a wholly owned limited liability company subsidiary of Chesapeake (which we refer to as the LLC Sub), with that limited liability company continuing as a wholly owned subsidiary of Chesapeake (which we refer to as the LLC Sub merger). The merger agreement, which governs the terms of the merger, is attached to this joint proxy statement/prospectus as Annex A.

Chesapeake. The issuance of shares of Chesapeake common stock in connection with the merger must be approved by the Chesapeake shareholders in accordance with the rules of the New York Stock Exchange (which we refer to as the NYSE) in order for the merger to be consummated. Chesapeake is holding a special meeting of its shareholders (which we refer to as the Chesapeake special meeting) to obtain that approval and approval of amendments to Chesapeake s charter to expand the maximum size of the Chesapeake board of directors from 10 members to 11 members and to increase the number of authorized shares of Chesapeake common stock from 2,000,000,000 shares to 3,000,000,000 shares (together, the Chesapeake charter amendments). Your vote is very important. We encourage you to submit a proxy to have your shares of Chesapeake common stock voted as soon as possible.

WildHorse. The merger agreement must be adopted by the WildHorse stockholders in accordance with the Delaware General Corporation Law (which we refer to as the DGCL), its charter and its bylaws in order for the merger to be consummated. WildHorse is holding a special meeting of its stockholders (which we refer to as the WildHorse special meeting) to obtain that approval. Your vote is very important. We encourage you to submit a proxy to have your shares of WildHorse common stock voted as soon as possible.

Q: When and where will the special meetings take place?

A: *Chesapeake*. The Chesapeake special meeting will be held at , Central Time, on , , at 6100 North Western Avenue, Oklahoma City, Oklahoma 73118.

WildHorse. The WildHorse special meeting will be held at , Central Time, on , , at 920 Memorial City Way, Suite 1400, Houston, Texas 77024.

Q: What matters will be considered at the special meetings?

A: *Chesapeake*. The Chesapeake shareholders are being asked to consider and vote on:

a proposal to approve the issuance of shares of Chesapeake common stock in connection with the merger as contemplated by the merger agreement (the Chesapeake issuance proposal) ;

a proposal to amend Chesapeake s charter to increase the maximum size of the Chesapeake board from 10 members to 11 members (the Chesapeake board size proposal); and

a proposal to amend Chesapeake s charter to increase the number of authorized shares of Chesapeake common stock from 2,000,000,000 shares to 3,000,000,000 shares (the Chesapeake authorized share proposal).

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WildHorse. The WildHorse stockholders are being asked to consider and vote on:

a proposal to adopt the merger agreement and the transactions contemplated by the merger agreement, including the merger (the merger proposal).

a proposal to approve, on a non-binding, advisory basis, certain compensation that may be paid or become payable to WildHorse s named executive officers that is based on or otherwise relates to the merger (the non-binding, advisory compensation proposal); and

a proposal to approve the adjournment of the WildHorse special meeting to a later date or dates, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the special meeting to approve the merger proposal (the adjournment proposal).

Q: Is my vote important?

A: *Chesapeake.* Yes. Your vote is very important. The merger cannot be completed unless the Chesapeake issuance proposal is approved by the affirmative vote of a majority of votes cast by Chesapeake shareholders present in person or by proxy at the Chesapeake special meeting and entitled to vote on such proposal. Only Chesapeake shareholders as of the close of business on the Chesapeake record date are entitled to vote at the Chesapeake special meeting. The board of directors of Chesapeake (which we refer to as the Chesapeake board) unanimously recommends that such Chesapeake shareholders vote **FOR** the approval of the Chesapeake issuance proposal (which we refer to as the Chesapeake board recommendation), **FOR** the Chesapeake board size proposal and **FOR** the Chesapeake authorized shares proposal.

WildHorse. Yes. Your vote is very important. The merger cannot be completed unless the merger proposal is approved by the affirmative vote of a majority of the outstanding shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, entitled to vote on such proposal. Only WildHorse stockholders as of the close of business on the WildHorse record date are entitled to vote at the WildHorse special meeting. The board of directors of WildHorse (which we refer to as the WildHorse board) unanimously recommends that such WildHorse stockholders vote **FOR** the approval of the merger proposal (which we refer to as the WildHorse board recommendation), **FOR** the non-binding, advisory compensation proposal and **FOR** the adjournment proposal.

Q: What is the difference between holding shares as a holder of record and as a beneficial owner?

A: *Chesapeake*. If your shares of Chesapeake common stock are registered directly in your name with Chesapeake s transfer agent, Computershare Trust Company, N.A., you are considered the shareholder of record with respect to those shares, and access to proxy materials is being provided directly to you. If your shares are held in a stock brokerage account or by a broker, bank or other nominee, then you are considered the beneficial owner of those shares, which are considered to be held in street name. Access to proxy materials is being provided to you by your broker, bank or other nominee who is considered the shareholder

of record with respect to those shares.

WildHorse. If your shares of WildHorse common stock are registered directly in your name with WildHorse s transfer agent, EQ Shareowner Services, you are considered the stockholder of record with respect to those shares, and access to proxy materials is being provided directly to you. If your shares are held in a stock brokerage account or by a broker, bank or other nominee, then you are considered the beneficial owner of those shares, which are considered to be held in street name. Access to proxy materials is being provided to you by your broker, bank or other nominee who is considered the stockholder of record with respect to those shares.

Q: If my shares of Chesapeake and/or WildHorse common stock are held in street name by my broker, bank or other nominee, will my broker, bank or other nominee automatically vote those shares for me?

A: If your shares are held through a broker, bank or other nominee, you are considered the beneficial holder of the shares held for you in what is known as street name. The record holder of such

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shares is your broker, bank or other nominee, and not you. If this is the case, this joint proxy statement/prospectus has been forwarded to you by your broker, bank or other nominee. **If you hold your shares in street name, you must provide your broker, bank or other nominee with instructions on how to vote your shares**. Otherwise, your broker, bank or other nominee cannot vote your shares on the Chesapeake issuance proposal, the Chesapeake board size proposal or the WildHorse proposals to be considered at the Chesapeake special meeting or the WildHorse special meeting, as applicable.

A so called broker non-vote will result if your broker, bank or other nominee returns a proxy but does not provide instruction as to how shares should be voted.

Chesapeake Proposals

Under the current NYSE rules, brokers, banks or other nominees do not have discretionary authority to vote on the Chesapeake issuance proposal or the Chesapeake board size proposal. Therefore, if you fail to provide your broker, bank or other nominee with instructions on how to vote your shares with respect to the Chesapeake issuance proposal or the Chesapeake board size proposal, your shares will be counted as broker non-votes. If there are any broker non-votes, they will have (i) no effect on the Chesapeake issuance proposal and (ii) the same effect as a vote **AGAINST** the Chesapeake board size proposal. Because brokers, banks, and other nominees have discretionary authority to vote on the Chesapeake authorized shares proposal, we do not expect broker non-votes in connection with the Chesapeake authorized shares proposal.

WildHorse Proposals

Under the current NYSE rules, brokers, banks or other nominees do not have discretionary authority to vote on any of the WildHorse proposals at the WildHorse special meeting. Because the only proposals for consideration at the WildHorse special meeting are non-discretionary proposals, it is not expected that there will be any broker non-votes at the WildHorse special meeting. However, if there are any broker non-votes, they will have the same effect as a vote **AGAINST** the merger proposal.

Q: What Chesapeake shareholder vote is required for the approval of each proposal?

A: *The Chesapeake issuance proposal*. Approval of the Chesapeake issuance proposal requires the affirmative vote of a majority of votes cast by Chesapeake shareholders, present in person or by proxy at the Chesapeake special meeting and entitled to vote on such proposal. Abstentions will have the same effect as a vote **AGAINST** the Chesapeake issuance proposal and, assuming a quorum is established, the failure of any Chesapeake shareholder to vote and broker non-votes will have no effect on the outcome of the vote.

The Chesapeake board size proposal. Approval of the Chesapeake board size proposal requires the affirmative vote of Chesapeake shareholders of at least a majority of the issued and outstanding Chesapeake stock, entitled to vote on such proposal. Abstentions, the failure of any Chesapeake shareholder to vote and broker non-votes will have the same effect as a vote **AGAINST** the Chesapeake board size proposal.

The Chesapeake authorized shares proposal. Approval of the Chesapeake authorized shares proposal requires the affirmative vote of Chesapeake shareholders of at least a majority of the issued and outstanding Chesapeake stock, entitled to vote on such proposal. Abstentions and the failure of any record holder of shares of Chesapeake common stock to vote will have the same effect as a vote **AGAINST** the Chesapeake authorized shares proposal. Because brokers, banks, and other nominees have discretionary authority to vote on the Chesapeake authorized shares

proposal, we do not expect broker non-votes in connection with the Chesapeake authorized shares proposal.

Approval of the Chesapeake board size proposal and approval of the Chesapeake authorized shares proposal are not conditions to the obligation of either WildHorse or Chesapeake to complete the merger.

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Q: What WildHorse stockholder vote is required for the approval of the merger proposal?

A: *The WildHorse merger proposal*. Approval of the merger proposal requires the affirmative vote of a majority of the outstanding shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, entitled to vote on such proposal. Abstentions and failures to vote will have the same effect as a vote **AGAINST** the merger proposal.

The WildHorse non-binding, advisory compensation proposal. Approval of the non-binding, advisory compensation proposal by the WildHorse stockholders requires the affirmative vote of a majority of the shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, present in person or by proxy at the WildHorse special meeting and entitled to vote on such proposal. Abstentions will have the same effect as a vote **AGAINST** the non-binding, advisory compensation proposal, assuming a quorum is established.

The WildHorse adjournment proposal. Approval of the adjournment proposal by the WildHorse stockholders requires the affirmative vote of a majority of the shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, present in person or by proxy at the WildHorse special meeting and entitled to vote on such proposal. Abstentions will have the same effect as a vote **AGAINST** the adjournment proposal and, assuming a quorum is established, the failure of any WildHorse stockholder to vote will have no effect on the outcome of the vote.

Q: Who will count the votes?

A: The votes at the Chesapeake special meeting will be counted by Computershare Trust Company, N.A., Chesapeake s transfer agent, which will serve as an independent inspector of elections. The votes at the WildHorse special meeting will be counted by EQ Shareowner Services, WildHorse s transfer agent, which will serve as an independent inspector of elections.

Q: What will WildHorse stockholders receive if the merger is completed?

A: As a result of the merger, each share of WildHorse common stock issued and outstanding immediately prior to the effective time of the merger (other than shares held in treasury by WildHorse, shares owned by Chesapeake or Merger Sub or by any wholly owned subsidiary of Chesapeake or Merger Sub (which we refer to collectively as the excluded shares)) will be converted automatically at the effective time of the merger into the right to receive from Chesapeake:

for each share of WildHorse common stock with respect to which an election to receive mixed consideration has been made and not revoked or lost pursuant to the merger agreement, (1) 5.336 fully paid and nonassessable shares of Chesapeake common stock and (2) $3.00 in cash, without any interest thereon and subject to any withholding taxes required by applicable law in accordance with the merger agreement;

for each share of WildHorse common stock with respect to which an election to receive only share consideration has been made and not revoked or lost pursuant to the merger agreement, 5.989 fully paid and nonassessable shares of Chesapeake common stock; and

for each share of WildHorse common stock with respect to which no election to receive the share consideration or mixed consideration has been made, 5.989 fully paid and nonassessable shares of Chesapeake common stock.

WildHorse stockholders ability to receive the mixed consideration or the share consideration will not be subject to proration.

For information regarding the treatment of WildHorse restricted stock awards, please see the Question and Answer directly below.

If you receive the merger consideration and would otherwise be entitled to receive a fractional share of Chesapeake common stock, you will receive cash in lieu of such fractional share, and you will not be entitled to dividends, voting rights or any other rights in respect of such fractional share. For additional information regarding the merger consideration, see the sections entitled *The Merger Consideration*

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to WildHorse Stockholders and *The Merger Agreement Effect of the Merger on Capital Stock; Merger Consideration* beginning on pages 78 and 142, respectively.

Q: What will holders of WildHorse restricted stock awards receive if the merger is completed?

A: At the effective time of the merger, each outstanding WildHorse equity award (which consists solely of restricted WildHorse common stock (which we refer to as the WildHorse restricted stock)) will be treated as an unrestricted share of WildHorse common stock, including with respect to the right to receive the merger consideration.

Specifically, immediately prior to the effective time of the merger, each outstanding award of WildHorse restricted stock granted under WildHorse s 2016 Long Term Incentive Plan (which we refer to as the WildHorse stock plan) will automatically vest in full and any forfeiture restrictions applicable to such shares of WildHorse restricted stock will lapse immediately. As a result, each share of WildHorse restricted stock will be treated as and will have the same rights as an unrestricted share of WildHorse common stock for purposes of the merger, including the right to elect to receive mixed consideration or share consideration and the right to receive the merger consideration, less applicable taxes required to be withheld with respect to such vesting.

For additional information regarding the treatment of WildHorse restricted stock awards, see the section entitled *The Merger Agreement Treatment of WildHorse Restricted Stock Awards in the Merger* beginning on page 143.

Q: What equity stake will WildHorse stockholders hold in Chesapeake immediately following the merger?

A: Based on the number of issued and outstanding shares of Chesapeake and WildHorse common stock as of November 29, 2018, including WildHorse preferred stock on an as-converted basis, and the exchange ratio as set forth in the merger agreement, after giving effect to the elections made in the voting agreements and assuming all the remaining WildHorse stockholders elect solely the mixed consideration or the share consideration, holders of shares of WildHorse common stock as of immediately prior to the effective time of the merger would hold, in the aggregate, approximately 44% or 45%, respectively, of the issued and outstanding shares of Chesapeake common stock immediately following the effective time of the merger (without giving effect to any shares of Chesapeake common stock held by WildHorse stockholders prior to the merger). The exact equity stake of WildHorse stockholders in Chesapeake immediately following the effective time of the merger will depend on the number of shares of Chesapeake common stock and WildHorse common stock issued and outstanding immediately prior to the effective time of the merger, as provided in the section entitled *The Merger Agreement Effect of the Merger on Capital Stock; Merger Consideration* beginning on page 142, and the elections made by holders of WildHorse common stock (other than holders who have executed a voting agreement).

Q: How do the Chesapeake and WildHorse boards recommend that I vote?

A: *Chesapeake*. The Chesapeake board unanimously recommends that Chesapeake shareholders vote **FOR** the approval of the Chesapeake issuance proposal, **FOR** the Chesapeake board size proposal and **FOR** the Chesapeake authorized shares proposal. For additional information regarding how the Chesapeake board recommends that Chesapeake shareholders vote, see the section entitled *The Merger Recommendation of the Chesapeake Board of Directors and Chesapeake s Reasons for the Merger* beginning on page 88.

WildHorse. The WildHorse board unanimously recommends that WildHorse stockholders vote **FOR** the merger proposal, **FOR** the non-binding, advisory compensation proposal and **FOR** the adjournment proposal. For additional information regarding how the WildHorse board recommends that WildHorse stockholders vote, see the section entitled *The Merger Recommendations of the WildHorse Board of Directors and WildHorse s Reasons for the Merger* beginning on page 99.

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Q: Who is entitled to vote at the special meeting?

A: *Chesapeake special meeting*. The Chesapeake board has fixed , as the record date for the Chesapeake special meeting (which we refer to as the Chesapeake record date). All holders of record of shares of Chesapeake common stock as of the close of business on the Chesapeake record date are entitled to receive notice of, and to vote at, the Chesapeake special meeting, provided that those shares remain outstanding on the date of the Chesapeake special meeting. As of the Chesapeake record date, there were shares of Chesapeake common stock outstanding. Physical attendance at the Chesapeake special meeting is not required to vote. Instructions on how to vote your shares without attending the Chesapeake special meeting are provided in this section below.

WildHorse special meeting. The WildHorse board has fixed , as the record date for the WildHorse special meeting (which we refer to as the WildHorse record date). All holders of record of shares of WildHorse common stock and WildHorse preferred stock as of the close of business on the WildHorse record date are entitled to receive notice of, and to vote at, the WildHorse special meeting, provided that those shares remain outstanding on the date of the WildHorse special meeting. As of the WildHorse record date, there were shares of WildHorse common stock outstanding and 435,000 shares of WildHorse preferred stock outstanding. Prior to the effective time of the merger and conditioned upon the occurrence of the closing, each share of WildHorse preferred stock will be converted into 74.487492 shares of WildHorse common stock. Physical attendance at the WildHorse special meeting is not required to vote. Instructions on how to vote your shares without attending the WildHorse special meeting are provided in this section below.

Q: How many votes do I have?

A: *Chesapeake shareholders*. Each Chesapeake shareholder of record is entitled to one vote for each share of Chesapeake common stock held of record by such shareholder as of the close of business on the Chesapeake record date.

WildHorse stockholders. Each WildHorse stockholder of record is entitled to one vote for each share of WildHorse common stock held of record by such stockholder as of the close of business on the WildHorse record date, with shares of WildHorse preferred stock voting on an as-converted basis. Prior to the effective time of the merger and conditioned upon the occurrence of the closing, each share of WildHorse preferred stock will be converted into 74.487492 shares of WildHorse common stock.

Q: What constitutes a quorum for the Chesapeake and/or WildHorse special meetings?

A: A quorum is the minimum number of stockholders necessary to hold a valid meeting.

Quorum for Chesapeake special meeting. The presence at the Chesapeake special meeting, in person or by proxy, of the holders of a majority of the outstanding shares of Chesapeake common stock entitled to vote at the Chesapeake special meeting constitutes a quorum. If you submit a properly executed proxy card, even if you do not vote for any proposal or vote to abstain in respect of any proposal, your shares of Chesapeake common stock will be counted for purposes of determining whether a quorum is present for the transaction of business at the Chesapeake special meeting. Broker non-votes will be treated as present for purposes of determining the presence of a quorum at the

Chesapeake special meeting.

Quorum for WildHorse special meeting. The presence at the WildHorse special meeting, in person or by proxy, of the holders of a majority of the outstanding shares of WildHorse common stock entitled to vote at the WildHorse special meeting including shares of WildHorse preferred stock on an as-converted basis, constitutes a quorum. If you submit a properly executed proxy card, even if you do not vote for one or more proposals or vote to abstain in respect of one or more proposals, your shares of WildHorse common stock will be counted for purposes of determining whether a quorum is present for the transaction of business at the WildHorse special meeting. Because the only proposals for consideration at the WildHorse special meeting are non-discretionary proposals, it is not expected that

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there will be any broker non-votes at the WildHorse special meeting. Broker non-votes will not be treated as present for purposes of determining the presence of a quorum at the WildHorse special meeting.

Q: What will happen to WildHorse as a result of the merger?

A: If the merger is completed, the separate existence of Merger Sub will cease and WildHorse will continue its existence under the DGCL as the surviving corporation and a wholly owned subsidiary of Chesapeake. Immediately following the effective time of the merger, the surviving corporation will merge with and into LLC Sub, with LLC Sub continuing as a wholly owned subsidiary of Chesapeake. Furthermore, shares of WildHorse common stock will no longer be publicly traded and will be delisted from the NYSE.

Q: I own shares of WildHorse common stock. What will happen to those shares as a result of the merger?

A: If the merger is completed, your shares of WildHorse common stock will be converted into the right to receive the merger consideration. All such shares of WildHorse common stock will cease to be outstanding and will automatically be cancelled. Each holder of a share of WildHorse common stock outstanding immediately prior to the effective time of the merger will cease to have any rights with respect to shares of WildHorse common stock except the right to receive the merger consideration, any dividends or distributions made with respect to shares of Chesapeake common stock with a record date after the effective time of the merger, and any cash to be paid in lieu of any fractional shares of Chesapeake common stock, in each case to be issued or paid upon the exchange of any book-entry shares of WildHorse common stock for merger consideration. For additional information, see the sections entitled *The Merger Consideration to WildHorse Stockholders* and *The Merger Agreement Effect of the Merger on Capital Stock; Merger Consideration* beginning on pages 78 and 142, respectively.

Q: Where will the Chesapeake common stock that WildHorse stockholders receive in the merger be publicly traded?

A: Assuming the merger is completed, the shares of Chesapeake common stock that WildHorse stockholders receive in the merger will be listed and traded on the NYSE under the symbol CHK.

Q: What happens if the merger is not completed?

A: If the merger proposal is not approved by WildHorse stockholders or if the Chesapeake issuance proposal is not approved by Chesapeake shareholders or if the merger is not completed for any other reason, WildHorse stockholders will not receive any merger consideration in connection with the merger, and their shares of WildHorse common stock or WildHorse preferred stock, as applicable, will remain outstanding. WildHorse will remain an independent public company and WildHorse common stock will continue to be listed and traded on the NYSE. Additionally, if the merger proposal is not approved by WildHorse stockholders or if

the merger is not completed for any other reason, Chesapeake will not issue shares of Chesapeake common stock to WildHorse stockholders, regardless of whether the Chesapeake issuance proposal is approved. If the merger agreement is terminated under specified circumstances, either WildHorse or Chesapeake (depending on the circumstances) may be required to pay the other party a termination fee or other termination-related payment. For a more detailed discussion of the termination fees or other termination-related payments, see *The Merger Agreement Termination* beginning on page 171.

Q: What is a proxy and how can I vote my shares in person at the special meetings?

A: A proxy is a legal designation of another person to vote the stock you own.

Chesapeake. Shares of Chesapeake common stock held directly in your name as the shareholder of record as of the close of business on , , the Chesapeake record date, may be voted

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in person at the Chesapeake special meeting. If you choose to attend the Chesapeake special meeting, you will need to bring valid, government-issued photo identification. If you are a beneficial owner of Chesapeake common stock but not the shareholder of record of such shares of Chesapeake common stock, you will also need proof of stock ownership to be admitted to the Chesapeake special meeting. A recent brokerage statement or a letter from a broker, bank or other nominee are examples of proof of ownership. Please note that if your shares are held in street name by a broker, bank or other nominee and you wish to vote at the Chesapeake special meeting, you will not be permitted to vote in person unless you first obtain a legal proxy issued in your name from the record owner and present it to the inspector of election with your ballot at the Chesapeake special meeting. To request a legal proxy, contact your broker, bank or other nominee holder of record. It is suggested you do so in a timely manner to ensure receipt of your legal proxy prior to the Chesapeake special meeting.

Failure to bring the appropriate documentation may delay your entry into or prevent you from attending the Chesapeake special meeting. The doors to the meeting room will be closed promptly at the start of the meeting and shareholders may not be permitted to enter after that time.

WildHorse. Shares of WildHorse common stock held directly in your name as the stockholder of record as of the close of business on , , the WildHorse record date, may be voted in person at the WildHorse special meeting. If you choose to attend the WildHorse special meeting, you will need to bring valid, government-issued photo identification. If you are a beneficial owner of WildHorse common stock or WildHorse preferred stock but not the stockholder of record of such shares of WildHorse common stock or WildHorse preferred stock, you will also need proof of stock ownership to be admitted to the WildHorse special meeting. A recent brokerage statement or a letter from a broker, bank or other nominee are examples of proof of ownership. Please note that if your shares are held in street name by a broker, bank or other nominee and you wish to vote at the WildHorse special meeting, you will not be permitted to vote in person unless you first obtain a legal proxy issued in your name from the record owner and present it to the inspector of election with your ballot at the WildHorse special meeting. To request a legal proxy, contact your broker, bank or other nominee holder of record. It is suggested you do so in a timely manner to ensure receipt of your legal proxy prior to the WildHorse special meeting.

Failure to bring the appropriate documentation may delay your entry into or prevent you from attending the WildHorse special meeting. The doors to the meeting room will be closed promptly at the start of the meeting and stockholder may not be permitted to enter after that time.

Q: How do I vote if I hold my stock through Chesapeake s employee benefit plans?

A: If you are a Chesapeake employee and you participate in the Chesapeake Energy Corporation Savings and Incentive Stock Bonus Plan, or the 401(k) plan, you may receive a proxy via email so that you may instruct the trustee of the 401(k) plan how to vote your 401(k) plan shares. If you are also a shareholder of record, you may receive one proxy for both your directly held and 401(k) plan shares, which will allow you to vote those shares as one block. Please note, however, that because you only vote one time for all shares you own directly and in the 401(k) plan, your vote on each voting item will be identical across all of those shares. If you do not vote your proxy, the trustee will vote the 401(k) plan shares credited to your 401(k) plan account in the same proportion as the 401(k) plan shares of other participants for which the trustee has received proper voting instructions.

Q: How can I vote my shares without attending the special meetings?

A: *Chesapeake*. If you are a shareholder of record of Chesapeake common stock as of the close of business on , , the Chesapeake record date, you can vote by proxy by phone, the Internet or mail by following the instructions provided in the enclosed proxy card. Please note that if you are a beneficial owner, you must vote by submitting voting instructions to your broker, bank or other nominee, or otherwise by following instructions provided by your broker, bank or other nominee. Phone and Internet voting may be available to beneficial owners. Please refer to the vote instruction form provided by your broker, bank or other nominee.

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WildHorse. If you are a stockholder of record of WildHorse common stock or WildHorse preferred stock as of the close of business on , , the WildHorse record date, you can vote by proxy by phone, the Internet or mail by following the instructions provided in the enclosed proxy card. Please note that if you are a beneficial owner, you must vote by submitting voting instructions to your broker, bank or other nominee, or otherwise by following instructions provided by your broker, bank or other nominee. Phone and Internet voting may be available to beneficial owners. Please refer to the vote instruction form provided by your broker, bank or other nominee.

Q: What should I do if I receive more than one set of voting materials?

A: You may receive more than one set of voting materials relating to the Chesapeake special meeting and/or the WildHorse special meeting if you hold shares of both Chesapeake and WildHorse common stock or if you hold shares of Chesapeake and/or WildHorse common stock in street name and also directly in your name as a holder of record or otherwise or if you hold shares of Chesapeake and/or WildHorse common stock in more than one brokerage account.

Direct holders (holders of record). For shares of Chesapeake and/or WildHorse common stock held directly, complete, sign, date and return each proxy card (or cast your vote by phone or the Internet as provided on each proxy card) or otherwise follow the voting instructions provided in this joint proxy statement/prospectus in order to ensure that all of your shares of Chesapeake and/or WildHorse common stock are voted.

Shares in street name. For shares of Chesapeake and/or WildHorse common stock held in street name through a broker, bank or other nominee, follow the instructions provided by your broker, bank or other nominee to vote your shares.

Q: I hold shares of both Chesapeake and WildHorse common stock. Do I need to vote separately for each company?

A: Yes. You will need to separately follow the applicable procedures described in this joint proxy statement/prospectus both with respect to the voting of shares of Chesapeake common stock and with respect to the voting of shares of WildHorse common stock or WildHorse preferred stock in order to effectively vote the shares you hold in each company.

Q: If a holder of shares gives a proxy, how will the shares of Chesapeake or WildHorse common stock, as applicable, covered by the proxy be voted?

A: If you provide a proxy, regardless of whether you provide that proxy by phone, the Internet or completing and returning the applicable enclosed proxy card, the individuals named on the enclosed proxy card will vote your shares of Chesapeake common stock or your shares of WildHorse common stock, as applicable, in the way that you indicate when providing your proxy in respect of the shares of common stock you hold in such company. When completing the phone or Internet processes or the proxy card, you may specify whether your shares of Chesapeake or WildHorse common stock, as applicable, should be voted for or against, or

abstain from voting on, all, some or none of the specific items of business to come before the Chesapeake special meeting or the WildHorse special meeting, as applicable.

Q: How will my shares be voted if I return a blank proxy?

A: *Chesapeake*. If you sign, date and return your proxy and do not indicate how you want your shares of Chesapeake common stock to be voted, then your shares of Chesapeake common stock will be voted **FOR** the approval of the Chesapeake issuance proposal, **FOR** the Chesapeake board size proposal and **FOR** the Chesapeake authorized shares proposal, each in accordance with the recommendation of the Chesapeake board.

WildHorse. If you sign, date and return your proxy and do not indicate how you want your shares of WildHorse common stock to be voted, then your shares of WildHorse common stock will be voted

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FOR the approval of the merger proposal, **FOR** the non-binding, advisory compensation proposal and **FOR** the adjournment proposal, in accordance with the recommendations of the WildHorse board.

Q: Can I change my vote after I have submitted my proxy?

A: *Chesapeake*. Yes. If you are a shareholder of record of Chesapeake common stock as of the close of business on the Chesapeake record date, whether you vote by phone, the Internet or mail, you can change or revoke your proxy before it is voted at the Chesapeake special meeting in one of the following ways:

- submit a new proxy card bearing a later date;
- vote again by phone or the Internet at a later time;
- give written notice of your revocation to Chesapeake s corporate secretary at 6100 North Western Avenue, Oklahoma City, Oklahoma 73118 stating that you are revoking your proxy; or
- vote in person at the Chesapeake special meeting. Please note that your attendance at the Chesapeake special meeting will not alone serve to revoke your proxy.

If you are a beneficial owner of Chesapeake common stock as of the close of business on the Chesapeake record date, you must follow the instructions of your broker, bank or other nominee to revoke or change your voting instructions.

WildHorse. Yes. If you are a stockholder of record of WildHorse common stock as of the close of business on the WildHorse record date, whether you vote by phone, the Internet or mail, you can change or revoke your proxy before it is voted at the WildHorse special meeting in one of the following ways:

- submit a new proxy card bearing a later date;
- vote again by phone or the Internet at a later time;
- give written notice of your revocation to WildHorse s corporate secretary at 9805 Katy Freeway, Suite 400, Houston, Texas 77024 stating that you are revoking your proxy; or
- vote in person at the WildHorse special meeting. Please note that your *attendance* at the WildHorse special meeting will not alone serve to revoke your proxy.

If you are a beneficial owner of WildHorse common stock as of the close of business on the WildHorse record date, you must follow the instructions of your broker, bank or other nominee to revoke or change your voting instructions.

Q: Where can I find the voting results of the special meetings?

A: Within four business days following certification of the final voting results, Chesapeake and WildHorse each intend to file the final voting results of its special meeting with the SEC in a Current Report on Form 8-K.

Q: If I do not favor the merger as a Chesapeake shareholder or WildHorse stockholder, what are my rights?

A: *Chesapeake shareholders*. Under Oklahoma law, Chesapeake shareholders are not entitled to dissenters or appraisal rights in connection with the issuance of shares of Chesapeake common stock as contemplated by the merger agreement. Chesapeake shareholders may vote against the Chesapeake issuance proposal if they do not favor the merger.

WildHorse stockholders. Because shares of Chesapeake common stock are listed on the NYSE and holders of shares of WildHorse common stock are not required to receive consideration other than shares of Chesapeake common stock, which are listed on the NYSE, and cash in lieu of fractional

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shares in the merger, holders of shares of WildHorse common stock are not entitled to exercise dissenters or appraisal rights under Delaware law in connection with the merger. WildHorse stockholders may vote against the merger proposal if they do not favor the merger.

Q: Are there any risks that I should consider as a Chesapeake shareholder and/or WildHorse stockholder in deciding how to vote?

A: Yes. You should read and carefully consider the risk factors set forth in the section entitled *Risk Factors* beginning on page 45. You also should read and carefully consider the risk factors of Chesapeake and WildHorse contained in the documents that are incorporated by reference in this joint proxy statement/prospectus.

Q: What happens if I sell my shares before the special meetings?

A: *Chesapeake shareholders*. The record date for Chesapeake shareholders entitled to vote at the Chesapeake special meeting is earlier than the date of the Chesapeake special meeting. If you transfer your shares of Chesapeake common stock after the Chesapeake record date but before the Chesapeake special meeting, you will, unless special arrangements are made, retain your right to vote at the Chesapeake special meeting. *WildHorse stockholders*. The record date for WildHorse stockholders entitled to vote at the WildHorse special meeting is earlier than the date of the WildHorse special meeting. If you transfer your shares of WildHorse common stock after the WildHorse record date but before the WildHorse special meeting, you will, unless special arrangements are made, retain your right to vote at the WildHorse special meeting, but will have transferred the right to receive the merger consideration to the person to whom you transferred your shares of WildHorse common stock.

Q: What are the material U.S. federal income tax consequences of the integrated mergers to WildHorse stockholders?

A: Chesapeake and WildHorse intend for the merger and the LLC Sub merger (together, the integrated mergers), taken together, to qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the Code). It is a condition to Chesapeake s obligation to complete the integrated mergers that Chesapeake receive a written opinion from its counsel, Baker Botts L.L.P. (or another nationally recognized tax counsel reasonably acceptable to Chesapeake) (Chesapeake tax counsel), to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the integrated mergers, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Code, and it is a condition to WildHorse s obligation to complete the integrated mergers that WildHorse receive a written opinion from its counsel, Vinson & Elkins L.L.P. (or another nationally recognized tax counsel reasonably acceptable to WildHorse) (WildHorse tax counsel), to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the integrated mergers, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Code. Assuming the integrated mergers so qualify:

a U.S. holder (as defined under *Material U.S. Federal Income Tax Consequences of the Integrated Mergers* herein) that exchanges its shares of WildHorse common stock for the share consideration pursuant to the merger generally will not recognize any gain or loss for U.S. federal income tax purposes, except with respect to cash, if any, received in lieu of a fractional share of Chesapeake common stock; and

a U.S. holder that exchanges its shares of WildHorse common stock for the mixed consideration pursuant to the merger generally will recognize gain (but not loss) in an amount equal to the lesser of (i) the amount by which the sum of the fair market value of the Chesapeake common stock (including any fractional share of Chesapeake common stock the U.S. holder is treated as having received) and cash received by the U.S. holder exceeds such U.S. holder s adjusted tax basis in its

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shares of WildHorse common stock surrendered and (ii) the amount of cash received by such U.S. holder (in each case, excluding any cash received in lieu of a fractional share of Chesapeake common stock);

a U.S. holder that receives cash in lieu of a fractional share of Chesapeake common stock generally will recognize gain or loss equal to the difference, if any, between the amount of cash received for such fractional share and the tax basis allocated to such fractional share; and

a non-U.S. holder (as defined under *Material U.S. Federal Income Tax Consequences of the Integrated Mergers* herein) may be subject to U.S. withholding tax with respect to the amount of cash received by such non-U.S. holder in the merger but may be entitled to a refund of all or a portion of such tax.

HOLDERS OF WILDHORSE COMMON STOCK SHOULD READ THE SECTION ENTITLED *MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE INTEGRATED MERGERS* BEGINNING ON PAGE 177 FOR A MORE DETAILED DISCUSSION OF THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE INTEGRATED MERGERS. TAX MATTERS ARE COMPLICATED AND THE TAX CONSEQUENCES TO A PARTICULAR HOLDER OF WILDHORSE COMMON STOCK WILL DEPEND ON THE FACTS OF SUCH HOLDER S SITUATION. HOLDERS OF WILDHORSE COMMON STOCK SHOULD CONSULT THEIR TAX ADVISORS AS TO THE SPECIFIC TAX CONSEQUENCES OF THE INTEGRATED MERGERS IN THEIR PARTICULAR CIRCUMSTANCES.

Q: When is the merger expected to be completed?

A: Chesapeake and WildHorse are working to complete the merger as quickly as possible. Subject to the satisfaction or waiver of the conditions described in the section entitled *The Merger Agreement Conditions to the Completion of the Merger* beginning on page 169, including the approval of the merger proposal by WildHorse stockholders at the WildHorse special meeting and the approval of the Chesapeake issuance proposal by Chesapeake shareholders at the Chesapeake special meeting, the transaction is expected to be completed by the end of the second quarter of 2019. However, neither Chesapeake nor WildHorse can predict the actual date on which the merger will be completed, nor can the parties assure that the merger will be completed, because completion is subject to conditions beyond either company s control.

Q: What must WildHorse stockholders do to elect to receive mixed consideration or share consideration?

A: To elect to receive mixed consideration or share consideration for your shares of WildHorse common stock, you must indicate in the place provided on the election form, which you will receive in a separate mailing, the number of your shares of WildHorse common stock and whether you elect to receive mixed consideration or share consideration, sign the form, and return the form in the separate envelope provided so that it is received prior to the election deadline, which is 5:00 p.m. New York City time, on the business day that is two business days prior to the closing date. Chesapeake and WildHorse will publicly announce the anticipated election deadline at least five business days prior to the anticipated closing date. If the closing date is delayed to a subsequent date, the election deadline will be similarly delayed to a subsequent date, and

Chesapeake and WildHorse will promptly announce any such delay and, when determined, the rescheduled election deadline.

You will be able to specify on the election form:

- the number of shares of WildHorse common stock with respect to which you elect to receive the share consideration;
- the number of shares of WildHorse common stock with respect to which you elect to receive the mixed consideration; or

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that you make no election with respect to your shares of WildHorse common stock, in which case you will receive the share consideration.

If you do not submit an election form prior to the election deadline, you will be deemed to have indicated that you are making no election, and you will receive the share consideration. For additional information on the election procedures, see the section entitled *The Merger Agreement Election Procedures* beginning on page 144.

Q: I own shares of WildHorse common stock. What is the deadline for submitting an election?

A: To be effective, a form of election must be properly completed, signed and submitted to the exchange agent by the election deadline. The election deadline will be 5:00 p.m. New York City time, on the business day that is two business days prior to the closing date. Chesapeake and WildHorse will publicly announce the anticipated election deadline at least five business days prior to the anticipated closing date. If the closing date is delayed to a subsequent date, the election deadline will be similarly delayed to a subsequent date, and Chesapeake and WildHorse will promptly announce any such delay and, when determined, the rescheduled election deadline. WildHorse stockholders are urged to promptly submit their properly completed and signed forms of election, together with the necessary transmittal materials, and not wait until the election deadline.

Q: I own shares of WildHorse common stock. How can I change my election?

A: You can revoke your election before the election deadline by written notice that is sent to and received by the exchange agent prior to the election deadline.

Q: I own shares of WildHorse common stock. What happens if I don t make an election?

A: A holder of shares of WildHorse common stock who makes no election or an untimely election, or is otherwise deemed not to have submitted an effective form of election, or who has validly revoked his or her merger consideration election but has not properly submitted a new duly completed form of election, will be deemed to have made an election to receive only share consideration.

Q: I own shares of WildHorse common stock. Can I sell my shares of WildHorse common stock after I make my election to receive mixed consideration or share consideration or if I do not make an election by the deadline?

A: No. After a WildHorse stockholder has submitted a form of election, under the terms of the election, he or she will not be able to sell any shares of WildHorse common stock covered by his or her form of election unless he or she revokes his or her election before the deadline by written notice received by the exchange agent prior to the election deadline. In addition, once the election deadline has passed, no shares of WildHorse common stock may be sold. While the parties have agreed to establish an election deadline that is a relatively short time before the anticipated completion date of the merger, there can be no assurance that

unforeseen circumstances will not cause the completion of the merger to be delayed after the deadline has been established.

Q: If I am a WildHorse stockholder, how will I receive the merger consideration to which I am entitled?

A: If you are a holder of book-entry shares representing eligible shares of WildHorse common stock (which we refer to as WildHorse book-entry shares) which are held through The Depository Trust Company (which we refer to as DTC), the exchange agent will transmit to DTC or its nominees as soon as reasonably practicable on or after the closing date, the merger consideration, cash in lieu of any fractional shares of Chesapeake common stock and any dividends and other distributions on the shares of Chesapeake common stock issuable as merger consideration, in each case, that DTC has the right to receive.

If you are a holder of record of WildHorse book-entry shares which are not held through DTC, the exchange agent will deliver to you, as soon as practicable after the effective time of the merger, (i) a

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notice advising you of the effectiveness of the merger, (ii) a statement reflecting the aggregate whole number of shares of Chesapeake common stock (which will be in uncertificated book-entry form) that you have a right to receive pursuant to the merger agreement and (iii) a check in the amount equal to any cash payable as part of the merger consideration, cash in lieu of any fractional shares of Chesapeake common stock and dividends and other distributions on the shares of Chesapeake common stock issuable to you as merger consideration.

No interest will be paid or accrued on any amount payable for shares of WildHorse common stock eligible to receive the merger consideration pursuant to the merger agreement.

For additional information on the exchange of WildHorse common stock for the merger consideration, see the section entitled *The Merger Agreement Payment for Securities; Exchange* beginning on page 143.

Q: If I am a WildHorse stockholder, will the shares of Chesapeake common stock issued in the merger receive a dividend?

A: After the completion of the merger, the shares of Chesapeake common stock issued in connection with the merger will carry with them the right to receive the same dividends on shares of Chesapeake common stock as the shares of Chesapeake common stock held by all other holders of such shares for any dividend the record date for which occurs after the merger is completed.

Chesapeake does not anticipate paying any dividends on its common stock in the foreseeable future. Any future Chesapeake dividends will remain subject to approval by the Chesapeake board and other considerations.

Q: Who will solicit and pay the cost of soliciting proxies?

A: *Chesapeake and WildHorse*. Chesapeake and WildHorse have retained Innisfree M&A Incorporated (which we refer to as Innisfree) to assist in the solicitation processes. Chesapeake will pay Innisfree, on behalf of itself and WildHorse, a fee of approximately $50,000, as well as reasonable and documented out-of-pocket expenses. Chesapeake also has agreed to indemnify Innisfree against various liabilities and expenses that relate to or arise out of its solicitation of proxies for Chesapeake and WildHorse (subject to certain exceptions).

Q: What is householding ?

A: To reduce the expense of delivering duplicate proxy materials to shareholders who may have more than one account holding a corporation s common stock but who share the same address, a corporation may adopt a procedure approved by the SEC called householding. Under this procedure, certain holders of record who have the same address and last name will receive only one copy of proxy materials until such time as one or more of these shareholders notifies such corporation that they want to receive separate copies. Neither Chesapeake nor WildHorse has elected to institute householding in connection with the Chesapeake special meeting or WildHorse special meeting.

Q: What should I do now?

A: You should read this joint proxy statement/prospectus carefully and in its entirety, including the annexes, and return your completed, signed and dated proxy card by mail in the enclosed postage-paid envelope or submit your voting instructions by phone or the Internet as soon as possible so that your shares of Chesapeake and/or WildHorse common stock will be voted in accordance with your instructions.

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Q: Who can answer my questions about the Chesapeake and/or WildHorse special meeting or the transactions contemplated by the merger agreement?

A: *Chesapeake shareholders*. If you have questions about the Chesapeake special meeting or the information contained in this joint proxy statement/prospectus, or desire additional copies of this joint proxy statement/prospectus or additional proxies, contact Chesapeake s proxy solicitor:

Innisfree M&A Incorporated

501 Madison Avenue, 20th Floor

New York, NY 10022

(877) 825-8621

WildHorse stockholders. If you have questions about the WildHorse special meeting or the information contained in this joint proxy statement/prospectus, or desire additional copies of this joint proxy statement/prospectus or additional proxies, contact WildHorse s proxy solicitor:

Innisfree M&A Incorporated

501 Madison Avenue, 20th Floor

New York, NY 10022

(877) 825-8621

Q: Where can I find more information about Chesapeake, WildHorse and the merger?

A: You can find out more information about Chesapeake, WildHorse and the merger by reading this joint proxy statement/prospectus and, with respect to Chesapeake and WildHorse, from various sources described in the sections entitled *Where You Can Find More Information* and *Information Incorporated by Reference*, each beginning on page 215.

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SUMMARY

This summary highlights selected information included in this joint proxy statement/prospectus and does not contain all of the information that may be important to you. You should read this joint proxy statement/prospectus and its annexes carefully and in their entirety and the other documents to which Chesapeake and WildHorse refer before you decide how to vote with respect to the proposals to be considered and voted on at the special meeting for your company. In addition, Chesapeake and WildHorse incorporate by reference important business and financial information about Chesapeake and WildHorse into this joint proxy statement/prospectus, as further described in the sections entitled Where You Can Find More Information and Information Incorporated by Reference, each beginning on page 215. You may obtain the information incorporated by reference into this joint proxy statement/prospectus without charge by following the instructions in the sections entitled Where You Can Find More Information and Information Incorporated by Reference, each beginning on page 215. Each item in this summary includes a page reference directing you to a more complete description of that item in this joint proxy statement/prospectus.

Information About the Companies (page 61)

Chesapeake Energy Corporation

6100 North Western Avenue

Oklahoma City, Oklahoma 73118

Phone: (405) 848-8000

Chesapeake is an independent exploration and production company engaged in the acquisition, exploration and development of properties for the production of oil, natural gas and NGLs from underground reservoirs. Chesapeake owns a large and geographically diverse portfolio of onshore U.S. unconventional natural gas and liquid assets. Chesapeake has leading positions in the liquids-rich resource plays of the Eagle Ford Shale in South Texas and the Anadarko Basin in northwestern Oklahoma and the stacked pay in the Powder River Basin in Wyoming. Chesapeake s natural gas resource plays are the Marcellus Shale in the northern Appalachian Basin in Pennsylvania and the Haynesville/Bossier Shales in northwestern Louisiana and East Texas.

WildHorse Resource Development Corporation

9805 Katy Freeway, Suite 400

Houston, Texas 77024

Phone: (713) 568-4910

WildHorse is an independent oil and natural gas company focused on the acquisition, exploitation, development and production of oil, natural gas and NGL properties primarily in the Eagle Ford Shale and Austin Chalk in East Texas. WildHorse s assets are characterized by concentrated acreage positions with multiple producing stratigraphic horizons, or stacked pay zones, and attractive single-well rates of return. WildHorse primarily operates in Burleson, Lee and Washington Counties.

Coleburn Inc.

c/o Chesapeake Energy Corporation

6100 North Western Avenue

Oklahoma City, Oklahoma 73118

Phone: (405) 848-8000

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Coleburn Inc. is a direct, wholly owned subsidiary of Chesapeake. Upon the completion of the merger, Coleburn Inc. will cease to exist. Coleburn Inc. was incorporated in Delaware on October 19, 2018 for the sole purpose of effecting the merger.

The Merger and the Merger Agreement (pages 78 and 140)

The terms and conditions of the merger are contained in the merger agreement, which is attached to this document as Annex A and is incorporated by reference herein in its entirety. Chesapeake and WildHorse encourage you to read the merger agreement carefully and in its entirety, as it is the legal document that governs the merger.

The Chesapeake board and the WildHorse board each has unanimously approved and declared advisable the merger agreement and the transactions contemplated by the merger agreement. Pursuant to the terms and subject to the conditions included in the merger agreement, Chesapeake has agreed to acquire WildHorse by means of a merger of Merger Sub with and into WildHorse (which we refer to as the merger), with WildHorse surviving the merger as a wholly owned subsidiary of Chesapeake. Immediately following the merger, WildHorse will be merged with and into a wholly owned limited liability company subsidiary of Chesapeake (LLC Sub), with the LLC Sub continuing as a wholly owned subsidiary of Chesapeake (the LLC Sub merger and, together with the merger, the integrated mergers).

Effect of the Merger on Capital Stock; Merger Consideration (page 142)

As a result of the merger, each share of WildHorse common stock, including WildHorse preferred stock, which will be converted to WildHorse common stock prior to the effective time of the merger, issued and outstanding immediately prior to the effective time of the merger (excluding any shares held in treasury by WildHorse, shares owned by Chesapeake or Merger Sub or by any wholly owned subsidiary of Chesapeake or Merger Sub (which we refer to collectively as the excluded shares)) will be converted automatically at the effective time of the merger into the right to receive from Chesapeake:

- For each share of WildHorse common stock with respect to which an election to receive mixed consideration has been made and not revoked or lost pursuant to the merger agreement, (1) 5.336 fully paid and nonassessable shares of Chesapeake common stock and (2) $3.00 in cash, without any interest thereon and subject to any withholding taxes required by applicable law in accordance with the merger agreement (the mixed consideration);

- For each share of WildHorse common stock with respect to which an election to receive only share consideration has been made and not revoked or lost pursuant to the merger agreement, 5.989 fully paid and nonassessable shares of Chesapeake common stock (the share consideration); or

- For each share of WildHorse common stock with respect to which no election to receive the share consideration or mixed consideration has been made, the share consideration.

WildHorse stockholders ability to receive the mixed consideration or the share consideration will not be subject to proration.

No scrip or shares representing fractional shares of Chesapeake common stock will be issued upon the exchange of eligible shares of WildHorse common stock, and such fractional share interests will not entitle the owner of such

fractional share interests to vote or to have any rights of a shareholder of Chesapeake or a holder of shares of Chesapeake common stock. Each holder of shares exchanged pursuant to the merger who would otherwise have been entitled to receive a fraction of a share of Chesapeake common stock (after taking into account and aggregating all book-entry shares delivered by such holder) will receive, in lieu of such fractional

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shares of Chesapeake common stock, cash (without interest) in an amount equal to the product of (i) the aggregate net cash proceeds as determined below and (ii) a fraction, the numerator of which is such fractional part of a share of Chesapeake common stock, and the denominator of which is the number of shares of Chesapeake common stock constituting a portion of the exchange fund as represents the aggregate of all fractional entitlements of all holders of WildHorse common stock. As promptly as possible following the effective time of the merger, the exchange agent shall sell at then-prevailing prices on the NYSE such number of shares of Chesapeake common stock constituting a portion of the exchange fund as represents the aggregate of all fractional entitlements of all holders of WildHorse common stock, with the cash proceeds (net of all commissions, transfer taxes and other out-of-pocket costs and expenses of the exchange agent incurred in connection with such sales) of such sales to be used by the exchange agent to fund the foregoing payments in lieu of fractional shares (and if the proceeds of such share sales by the exchange agent are insufficient for such purpose, then Chesapeake shall promptly deliver to the exchange agent additional funds in an amount equal to the deficiency required to make all such payments in lieu of fractional shares).

Election Procedures (page 144)

To elect to receive mixed consideration or share consideration for your shares of WildHorse common stock, you must indicate in the place provided on the election form, which you will receive in a separate mailing, the number of your shares of WildHorse common stock and whether you prefer to receive mixed consideration or share consideration, sign the form, and return the form in the separate envelope provided so that it is received prior to the election deadline, which is 5:00 p.m. New York City time, on the business day that is two business days prior to the closing date. Chesapeake and WildHorse will publicly announce the anticipated election deadline at least five business days prior to the anticipated closing date. If the closing date is delayed to a subsequent date, the election deadline will be similarly delayed to a subsequent date, and Chesapeake and WildHorse will promptly announce any such delay and, when determined, the rescheduled election deadline.

You will be able to specify on the election form:

- the number of shares of WildHorse common stock with respect to which you elect to receive the share consideration;
- the number of shares of WildHorse common stock with respect to which you elect to receive the mixed consideration; or
- that you make no election with respect to your shares of WildHorse common stock, in which case you will receive the share consideration.

If you do not submit an election form prior to the election deadline, you will be deemed to have indicated that you are making no election, and you will get the share consideration. For additional information on the election procedures, see the section entitled *The Merger Agreement Election Procedures* beginning on page 144.

Risk Factors (page 45)

The merger and an investment in Chesapeake common stock involve risks, some of which are related to the transactions contemplated by the merger agreement. You should carefully consider the information about these risks set forth under the section entitled *Risk Factors* beginning on page 45, together with the other information included or

incorporated by reference in this joint proxy statement/prospectus, particularly the risk factors contained in Chesapeake s and WildHorse s Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other filings they make with the SEC. WildHorse stockholders should carefully consider the risks set out in that section before deciding how to vote with respect to the merger proposal

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to be considered and voted on at the WildHorse special meeting, and Chesapeake shareholders should carefully consider the risks set out in that section before deciding how to vote with respect to the Chesapeake proposals to be considered and voted on at the Chesapeake special meeting. For additional information, see the sections entitled *Where You Can Find More Information* and *Information Incorporated by Reference*, each beginning on page 215.

Treatment of WildHorse Restricted Stock Awards in the Merger (page 143)

Immediately prior to the effective time of the merger, each outstanding award of shares of WildHorse restricted stock granted under the WildHorse stock plan will automatically vest in full and any forfeiture restrictions applicable to such shares of WildHorse restricted stock will lapse immediately. As a result, each share of WildHorse restricted stock will be treated as and will have the same rights as an unrestricted share of WildHorse common stock, including the right to elect to receive mixed consideration or share consideration, as applicable, and the right to receive the merger consideration, less applicable taxes required to be withheld with respect to such vesting.

Recommendation of the Chesapeake Board of Directors and Chesapeake s Reasons for the Merger (page 88)

The Chesapeake board unanimously recommends that you vote FOR the Chesapeake issuance proposal, FOR the Chesapeake board size proposal and FOR the Chesapeake authorized shares proposal (collectively referred to as the Chesapeake proposals). For the factors considered by the Chesapeake board in reaching this decision and additional information on the recommendation of the Chesapeake board, see the section entitled *The Merger Recommendation of the Chesapeake Board of Directors and Chesapeake s Reasons for the Merger* beginning on page 88.

Recommendations of the WildHorse Board of Directors and WildHorse s Reasons for the Merger (page 99)

The WildHorse board unanimously determined that the merger and the other transactions contemplated by the merger agreement are fair to, and in the best interests of, WildHorse stockholders, approved and declared advisable the merger agreement and the transactions contemplated by the merger agreement, including the merger, and directed that the merger agreement be submitted to the WildHorse stockholders for adoption and recommended that the WildHorse stockholders adopt the merger agreement and approve all other actions or matters necessary or desirable to give effect to the foregoing. For more information regarding the factors considered by the WildHorse board in reaching this decision and additional information on the recommendations of the WildHorse board, see the section entitled *The Merger Recommendations of the WildHorse Board of Directors and WildHorse s Reasons for the Merger* beginning on page 99. **The WildHorse board unanimously recommends that you vote FOR the merger proposal, FOR the non-binding, advisory compensation proposal and FOR the WildHorse adjournment proposal.**

Opinions of Financial Advisors

Opinion of Goldman Sachs & Co. LLC, Chesapeake s Financial Advisor

On October 29, 2018, Chesapeake s financial advisor, Goldman Sachs & Co. LLC (which we refer to as Goldman Sachs), delivered its oral opinion, subsequently confirmed in writing, to the Chesapeake board that, as of such date and based upon and subject to the factors and assumptions set forth therein, the share consideration and the mixed consideration, taken in the aggregate, to be paid by Chesapeake for the outstanding shares of WildHorse common stock pursuant to the merger agreement was fair from a financial point of view to Chesapeake.

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The full text of the written opinion of Goldman Sachs, dated October 29, 2018, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached as Annex B and is incorporated by reference into this joint proxy statement/prospectus. The summary of the opinion of Goldman Sachs in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of the opinion.

Goldman Sachs provided advisory services and its opinion for the information and assistance of the Chesapeake board in connection with its consideration of the merger. The Goldman Sachs opinion is not a recommendation as to how any holder of shares of Chesapeake common stock should vote with respect to the issuance of Chesapeake common stock in the merger or any other matter.

For additional information, see the section entitled *The Merger Opinion of Goldman Sachs & Co. LLC, Chesapeake s Financial Advisor* beginning on page 92 and Annex B.

Opinion of Tudor Pickering Holt & Co Advisors LP, WildHorse s Financial Advisor

WildHorse retained Tudor Pickering Holt & Co Advisors LP (which we refer to as TPH) as its financial advisor in connection with a potential sale of, or other business combination involving, WildHorse. On October 29, 2018, TPH rendered to the WildHorse board its oral opinion, which was subsequently confirmed by delivery of a written opinion dated October 29, 2018, that, based upon and subject to the limitations, qualifications and assumptions set forth in its opinion, as of the date of the opinion, the merger consideration to be paid to the holders of outstanding shares of WildHorse common stock pursuant to the merger agreement was fair, from a financial point of view, to such holders.

The full text of TPH s written opinion, dated October 29, 2018, which describes, among other things, the assumptions made, procedures followed, factors considered and qualifications and limitations on the scope of the review undertaken, is attached as Annex C to this joint proxy statement/prospectus and is incorporated by reference in its entirety. The summary of TPH s opinion set forth in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of the opinion. WildHorse stockholders are urged to read the TPH opinion carefully and in its entirety. TPH delivered its opinion for the information and assistance of the WildHorse board in connection with its evaluation of the merger. TPH did not express any opinion as to the prices at which the WildHorse common stock, the Chesapeake common stock or the securities of any other party will trade at any time. The TPH opinion speaks only as of the date and time it was rendered and not as of the time of the transactions contemplated by the merger agreement or any other time. The TPH opinion is not a recommendation as to how any holder of shares of WildHorse common stock or Chesapeake common stock should vote or act with respect to the merger or any other matter, including whether any holder of the WildHorse common stock should elect to receive the mixed consideration or the share consideration.

For additional information, see the section entitled *The Merger Opinion of Tudor Pickering Holt & Co Advisors LP, WildHorse s Financial Advisor* beginning on page 104 and Annex C.

Opinion of Morgan Stanley & Co. LLC, WildHorse s Financial Advisor

WildHorse retained Morgan Stanley & Co. LLC (which we refer to as Morgan Stanley) as its financial advisor in connection with a potential sale of, or other business combination involving, WildHorse. Morgan Stanley delivered its oral opinion to the WildHorse board on October 29, 2018, which opinion was subsequently confirmed in a written opinion dated October 29, 2018, that, as of the date of such opinion, and subject to the various assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of the review undertaken by Morgan Stanley as set forth in its written opinion, the merger consideration to

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be received by the holders of shares of the WildHorse common stock pursuant to the merger agreement was fair from a financial point of view to such holders of shares of WildHorse common stock.

The full text of Morgan Stanley s written opinion, dated October 29, 2018, which sets forth the assumptions made, procedures followed, matters considered and qualifications and limitations on the scope of the review undertaken in connection with the opinion, is attached as Annex D to this joint proxy statement/prospectus and is incorporated by reference herein in its entirety. WildHorse stockholders should read Morgan Stanley s opinion carefully and in its entirety for a discussion of the assumptions made, procedures followed, matters considered and qualifications and limitations on the scope of the review undertaken by Morgan Stanley in rendering its opinion. This summary is qualified in its entirety by reference to the full text of such opinion. Morgan Stanley s opinion was directed to the WildHorse board, in its capacity as such, and addressed only the fairness from a financial point of view to the holders of the WildHorse common stock of the merger consideration to be received by such holders pursuant to the merger agreement as of the date of such opinion. Morgan Stanley s opinion did not address any other aspects or implications of the merger. Morgan Stanley s opinion did not in any manner address the prices at which the Chesapeake common stock would trade following the consummation of the merger or at which the WildHorse common stock or the Chesapeake common stock or any other securities would trade at any time. Morgan Stanley expressed no opinion or recommendation to any holder of shares of the WildHorse common stock or the Chesapeake common stock as to how such holder should vote at the WildHorse special meeting or the Chesapeake special meeting, respectively, or act in any manner in connection with the merger, including whether any holder of WildHorse common stock should elect to receive the mixed consideration or the share consideration.

For additional information, see the section entitled *The Merger Opinion of Morgan Stanley & Co. LLC, WildHorse s Financial Advisor* beginning on page 107 and Annex D.

Special Meeting of Chesapeake Shareholders (page 62)

Date, Time, Place and Purpose of the Chesapeake Special Meeting

The Chesapeake special meeting will be held on , 2019, at , Central Time, at 6100 North Western Avenue, Oklahoma City, Oklahoma 73118. The purpose of the Chesapeake special meeting is to consider and vote on the Chesapeake proposals. Approval of the Chesapeake issuance proposal by Chesapeake shareholders is a condition to the obligations of Chesapeake and WildHorse to complete the merger. Approval of the Chesapeake board size proposal and approval of the Chesapeake authorized shares proposal are not conditions to the obligation of either WildHorse or Chesapeake to complete the merger.

Record Date and Outstanding Shares of Chesapeake Common Stock

Only holders of record of issued and outstanding shares of Chesapeake common stock as of the close of business on , (which we refer to as the Chesapeake record date), are entitled to notice of, and to vote at, the Chesapeake special meeting or any adjournment or postponement of the Chesapeake special meeting.

As of the close of business on the Chesapeake record date, there were shares of Chesapeake common stock issued and outstanding and entitled to vote at the Chesapeake special meeting. You may cast one vote on each Chesapeake proposal for each share of Chesapeake common stock that you held as of the close of business on the Chesapeake record date.

A complete list of Chesapeake shareholders entitled to vote at the Chesapeake special meeting will be available for inspection at Chesapeake s principal place of business during regular business hours for a period of no less than ten days before the Chesapeake special meeting and during the Chesapeake special meeting.

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Quorum; Abstentions and Broker Non-Votes

A quorum of Chesapeake shareholders is necessary for Chesapeake to hold a valid meeting. The presence at the Chesapeake special meeting, in person or by proxy, of the holders of a majority of the outstanding shares of Chesapeake common stock entitled to vote at the Chesapeake special meeting constitutes a quorum.

If you submit a properly executed proxy card, even if you do not vote for the Chesapeake proposals or vote to abstain in respect of the Chesapeake proposals, your shares of Chesapeake common stock will be counted for purposes of determining whether a quorum is present for the transaction of business at the Chesapeake special meeting. Chesapeake common stock held in street name with respect to which the beneficial owner fails to give voting instructions to the broker, bank or other nominee will be considered present and entitled to vote at the Chesapeake special meeting for the purpose of determining the presence of a quorum.

A broker non-vote will result if your broker, bank or other nominee returns a proxy but does not provide instruction as to how shares should be voted on a particular matter. Executed but unvoted proxies will be voted in accordance with the recommendation of the Chesapeake board.

Required Vote to Approve the Chesapeake Issuance Proposal

Approval of the Chesapeake issuance proposal requires the affirmative vote of a majority of votes cast by Chesapeake shareholders present in person or by proxy at the Chesapeake special meeting and entitled to vote on this proposal. Abstentions will have the same effect as a vote **AGAINST** the Chesapeake issuance proposal and, assuming a quorum is otherwise established, the failure of any Chesapeake shareholder to vote and broker non-votes will have no effect on the outcome of the vote.

The Chesapeake issuance proposal is described in the section entitled *Chesapeake Proposals* beginning on page 67.

Required Vote to Approve the Chesapeake Board Size Proposal

Approval of the Chesapeake board size proposal requires the affirmative vote of the Chesapeake shareholders of at least a majority of the issued and outstanding Chesapeake stock entitled to vote on this proposal. Abstentions, the failure of any Chesapeake shareholder to vote and broker non-votes will have the same effect as a vote **AGAINST** the Chesapeake board size proposal.

The Chesapeake board size proposal is described in the section entitled *Chesapeake Proposals* beginning on page 67.

Required Vote to Approve the Chesapeake Authorized Shares Proposal

Approval of the Chesapeake authorized shares proposal requires the affirmative vote of the Chesapeake shareholders of at least a majority of the issued and outstanding Chesapeake stock entitled to vote on this proposal. Abstentions and the failure of any record holder of shares of Chesapeake common stock to vote will have the same effect as a vote **AGAINST** the Chesapeake authorized shares proposal. Because brokers, banks, and other nominees have discretionary authority to vote on the Chesapeake authorized shares proposal, we do not expect broker non-votes in connection with the Chesapeake authorized shares proposal.

The Chesapeake authorized shares proposal is described in the section entitled *Chesapeake Proposals* beginning on page 67.

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Voting by Chesapeake Directors and Executive Officers

As of the Chesapeake record date, Chesapeake directors and executive officers, and their affiliates, as a group, owned and were entitled to vote shares of Chesapeake common stock, or approximately % of the total outstanding shares of Chesapeake common stock as of the Chesapeake record date.

Chesapeake currently expects that all of its directors and executive officers will vote their shares **FOR** the Chesapeake proposals.

Adjournment

If a quorum is not present or if there are insufficient votes for the approval of the Chesapeake issuance proposal, Chesapeake expects that the Chesapeake special meeting will be adjourned by the chairman of the Chesapeake special meeting to solicit additional proxies. At any subsequent reconvening of the Chesapeake special meeting, all proxies will be voted in the same manner as the manner in which such proxies would have been voted at the original convening of the Chesapeake special meeting, except for any proxies that have been validly revoked or withdrawn prior to the subsequent meeting.

Special Meeting of WildHorse Stockholders (page 70)

Date, Time, Place and Purpose of the WildHorse Special Meeting

The special meeting of WildHorse stockholders will be held on , 2019, at , Central Time at 920 Memorial City Way, Suite 1400, Houston, Texas 77024. The purpose of the special meeting of WildHorse stockholders is to consider and vote on the WildHorse proposals. Approval of the merger proposal by WildHorse stockholders is a condition to the obligations of Chesapeake and WildHorse to complete the merger. Approval of the non-binding, advisory compensation proposal and approval of the adjournment proposal are not conditions to the obligation of either WildHorse or Chesapeake to complete the merger.

Record Date and Outstanding Shares of WildHorse Common Stock and WildHorse Preferred Stock

Only record holders of shares of WildHorse common stock and WildHorse preferred stock at the close of business on , (which we refer to as the WildHorse record date), are entitled to notice of, and to vote at, the WildHorse special meeting or any adjournment or postponement of the WildHorse special meeting.

At the close of business on the WildHorse record date, the only issued and outstanding voting securities of WildHorse entitled to vote at the WildHorse special meeting were shares of WildHorse common stock and 435,000 shares of WildHorse preferred stock.

You may cast one vote on each WildHorse proposal for each share of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, that you held as of the close of business on the WildHorse record date.

A complete list of WildHorse s stockholders entitled to vote at the WildHorse special meeting will be available for inspection at WildHorse s principal place of business during regular business hours for a period of no less than ten days before the WildHorse special meeting and during the WildHorse special meeting.

Quorum; Abstentions and Broker Non-Votes

A quorum of WildHorse stockholders is necessary for WildHorse to hold a valid meeting. The presence at the WildHorse special meeting, in person or by proxy, of the holders of a majority of the outstanding shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, entitled to vote at the WildHorse special meeting constitutes a quorum.

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If you submit a properly executed proxy card, even if you do not vote for the WildHorse proposals or vote to abstain in respect of the WildHorse proposals, your shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, will be counted for purposes of determining whether a quorum is present for the transaction of business at the WildHorse special meeting. WildHorse common stock held in street name with respect to which the beneficial owner fails to give voting instructions to the broker, bank or other nominee, and WildHorse common stock with respect to which the beneficial owner otherwise fails to vote, will not be considered present and entitled to vote at the WildHorse special meeting for the purpose of determining the presence of a quorum.

Under the current NYSE rules, brokers, banks or other nominees do not have discretionary authority to vote on any of the WildHorse proposals at the WildHorse special meeting. Because the only proposals for consideration at the WildHorse special meeting are non-discretionary proposals, it is not expected that there will be any broker non-votes at the WildHorse special meeting.

Executed but unvoted proxies will be voted in accordance with the recommendations of the WildHorse board.

Required Vote to Approve the WildHorse Merger Proposal

Approval of the merger proposal by the WildHorse stockholders is a condition to the merger and requires the affirmative vote of a majority of the outstanding shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, entitled to vote on such proposal. Abstentions and the failure of any WildHorse stockholder to vote will have the same effect as a vote **AGAINST** the merger proposal.

The WildHorse merger proposal is described in the section entitled *WildHorse Proposals* beginning on page 76.

Required Vote to Approve the WildHorse Non-Binding, Advisory Compensation Proposal

Approval of the non-binding, advisory compensation proposal by the WildHorse stockholders requires the affirmative vote of a majority of the shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, present in person or by proxy at the WildHorse special meeting and entitled to vote on such proposal. Abstentions will have the same effect as a vote **AGAINST** the non-binding, advisory compensation proposal and, assuming that a quorum is otherwise established, the failure of any WildHorse stockholder to vote will have no effect on the outcome of the vote.

The non-binding, advisory compensation proposal is described in the section entitled *WildHorse Proposals* beginning on page 76.

Required Vote to Approve the WildHorse Adjournment Proposal

Approval of the adjournment proposal by the WildHorse stockholders requires the affirmative vote of a majority of the shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, present in person or by proxy at the WildHorse special meeting and entitled to vote on such proposal. Abstentions will have the same effect as a vote **AGAINST** the adjournment proposal and, assuming that a quorum is otherwise established, the failure of any WildHorse stockholder to vote will have no effect on the outcome of the vote.

The adjournment proposal is described in the section entitled *WildHorse Proposals* beginning on page 76.

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Voting by WildHorse Directors and Executive Officers

As of the WildHorse record date, WildHorse directors and executive officers, as a group, owned and were entitled to vote shares of WildHorse common stock, or approximately % of the total outstanding shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, as of the WildHorse record date.

WildHorse currently expects that all of its directors and executive officers will vote their shares **FOR** the WildHorse proposals.

In connection with the execution of the merger agreement, Chesapeake entered into the voting agreements with Jay C. Graham, the NGP stockholders and with the Carlyle stockholder, wherein such stockholders agreed to vote all of the WildHorse shares held by them in favor of the approval and adoption of the merger agreement and the transactions contemplated by the merger agreement, including the merger, subject to certain exceptions. As of November 29, 2018, the 435,000 shares of WildHorse preferred stock held by the Carlyle stockholder are convertible into 32,402,059 shares of WildHorse common stock. As of the date of this joint proxy statement/prospectus, such stockholders hold and are entitled to vote in the aggregate approximately % of the issued and outstanding shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, entitled to vote at the WildHorse special meeting. Accordingly, as long as the WildHorse board does not change its recommendation with respect to such proposal (in which case the voting and support obligations of Jay C. Graham, the NGP stockholders and the Carlyle stockholder would apply only to an aggregate amount of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, equal to 35% of the WildHorse common stock outstanding, including WildHorse preferred stock on an as-converted basis), approval of the WildHorse merger proposal at the WildHorse special meeting is assured.

In addition, Jay C. Graham, the NGP stockholders and the Carlyle stockholder irrevocably elected to receive the mixed consideration with respect to their WildHorse common stock, including WildHorse preferred stock on an as-converted basis, as applicable. Furthermore, the voting agreement with the Carlyle stockholder requires such stockholder to convert its shares of WildHorse preferred stock into WildHorse common stock prior to the effective time of the merger. See *The Merger Agreement Voting and Support Agreements* beginning on page 175 for more information.

Adjournment

If a quorum is not present or if there are insufficient votes for the approval of the merger proposal, WildHorse expects that the WildHorse special meeting will be adjourned by the chairman of the WildHorse special meeting or by the approval of the adjournment proposal to solicit additional proxies. At any subsequent reconvening of the WildHorse special meeting, all proxies will be voted in the same manner as the manner in which such proxies would have been voted at the original convening of the WildHorse special meeting, except for any proxies that have been validly revoked or withdrawn prior to the subsequent meeting.

Interests of Chesapeake Directors and Executive Officers in the Merger (page 131)

In considering the recommendation of the Chesapeake board with respect to the Chesapeake proposals, Chesapeake shareholders should be aware that the directors and executive officers of Chesapeake have interests in the merger that may be different from, or in addition to, the interests of Chesapeake shareholders generally. These interests include, but are not limited to, the vesting of certain unvested account balances and enhanced benefits upon a qualifying termination of employment that occurs in connection with the merger. These interests are described in more detail in

the section entitled *The Merger Interests of Chesapeake Directors and Executive Officers in the Merger* beginning on page 131. The members of the Chesapeake board were aware of

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and considered these interests, among other matters, in evaluating and negotiating the merger agreement, in approving the merger agreement and in determining to recommend that Chesapeake shareholders approve the Chesapeake proposals.

Board of Directors and Management of Chesapeake Following Completion of the Merger (page 131)

Subject to the approval by Chesapeake s shareholders of the Chesapeake board size proposal prior to the effective time of the merger, Chesapeake shall take all necessary actions to cause the Chesapeake bylaws to be amended as of the effective time of the merger so that such bylaws shall provide that the maximum size of the Chesapeake board shall be increased from 10 members to 11 members.

Prior to the effective time of the merger, Chesapeake shall take all necessary corporate action so that upon and after the effective time of the merger, one person designated by WildHorse prior to the closing (the first director) is appointed to the Chesapeake board. The first director must be reasonably acceptable to Chesapeake; provided that any director of WildHorse as of October 29, 2018 shall be deemed reasonably acceptable to Chesapeake, without requiring any further approval from Chesapeake. Chesapeake, through the Chesapeake board, shall take all necessary action to nominate such director for election to the Chesapeake board in the proxy statement relating to the first annual meeting of the shareholders of Chesapeake following the closing.

If (i) the Chesapeake board size proposal has been approved by Chesapeake s shareholders prior to the effective time of the merger or (ii) following the effective time of the merger a vacancy occurs on the Chesapeake board, then in either case, Chesapeake shall take all necessary corporate action so that upon and after the effective time of the merger (if the Chesapeake board size proposal has been approved), or as promptly as practicable following the first vacancy on the Chesapeake board (if the Chesapeake board size proposal has not been approved), the first director and a second person designated by WildHorse prior to the closing (the second director) are appointed to the Chesapeake board. The second director must be reasonably acceptable to Chesapeake; provided that any director of WildHorse as of October 29, 2018 shall be deemed reasonably acceptable to Chesapeake, without requiring any further approval from Chesapeake. Chesapeake, through the Chesapeake board, shall take all necessary action to nominate, subject to the approval of the Chesapeake board size proposal or the existence of a vacancy on Chesapeake s board, the second director for election to the Chesapeake board in the proxy statement relating to the first annual meeting of the shareholders of Chesapeake following the closing.

Approval by Chesapeake s shareholders of the Chesapeake board size proposal is not a condition to any party s obligation to complete the merger. For more information on the conditions to the completion of the merger, please see the section entitled *The Merger Agreement Conditions to the Completion of the Merger* beginning on page 169.

Upon completion of the merger, the current directors and executive officers of Chesapeake are expected to continue in their current positions, other than as may be publicly announced by Chesapeake in the normal course of business.

Additionally, Chesapeake will continue to be headquartered in Oklahoma City, Oklahoma.

Interests of WildHorse Directors and Executive Officers in the Merger (page 134)

In considering the recommendations of the WildHorse board with respect to the merger proposal, the non-binding, advisory compensation proposal and the adjournment proposal, WildHorse stockholders should be aware that the executive officers and directors of WildHorse have interests in the merger that may be different

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from, or in addition to, the interests of WildHorse stockholders generally. These interests include, but are not limited to, the treatment in the merger of outstanding awards of WildHorse restricted stock held by WildHorse directors and executive officers, potential severance payments and benefits upon a qualifying termination of employment that occurs in connection with the merger and rights to ongoing indemnification and insurance coverage.

These interests are described in more detail in the sections entitled *The Merger Interests of WildHorse Directors and Executive Officers in the Merger,* *The Merger Treatment of WildHorse Restricted Stock Awards*, *The Merger Executive Officer Severance Arrangements* and *The Merger Quantification of Potential Payments and Benefits to WildHorse s Named Executive Officers in Connection with the Transaction* beginning on pages 134, 134, 135 and 136, respectively.

Conditions to the Completion of the Merger (page 169)

Mutual Conditions

The respective obligations of Chesapeake, WildHorse and Merger Sub to consummate the merger are subject to the satisfaction at or prior to the effective time of the merger of the following conditions, any or all of which may be waived jointly by Chesapeake, WildHorse and Merger Sub, in whole or in part, to the extent permitted by applicable law:

The Chesapeake issuance proposal must have been approved in accordance with applicable law and the Chesapeake organizational documents, as applicable.

The merger proposal must have been approved in accordance with applicable law and the WildHorse organizational documents, as applicable.

Any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (which we refer to as the HSR Act), applicable to the merger and the other transactions contemplated by the merger agreement must have expired or been terminated. The parties received early termination of the HSR Act waiting period on November 30, 2018.

Any governmental entity having jurisdiction over Chesapeake, WildHorse and Merger Sub must not have issued any order, decree, ruling, injunction or other action that is in effect (whether temporary, preliminary or permanent) restraining, enjoining or otherwise prohibiting the consummation of the merger, and any law that makes the consummation of the merger illegal or otherwise prohibited must not have been adopted.

The registration statement, of which this joint proxy statement/prospectus forms a part, must have been declared effective by the SEC under the Securities Act and must not be the subject of any stop order or proceedings seeking a stop order.

The shares of Chesapeake common stock issuable to WildHorse stockholders pursuant to the merger agreement must have been authorized for listing on the NYSE, upon official notice of issuance.

Prior to the effective time of the merger and conditioned upon the occurrence of the closing, each share of WildHorse preferred stock shall have been converted into shares of WildHorse common stock.

Additional Conditions to the Obligations of Chesapeake

The obligations of Chesapeake and Merger Sub to consummate the merger are subject to the satisfaction at or prior to the effective time of the merger of the following conditions, any or all of which may be waived exclusively by Chesapeake, in whole or in part, to the extent permitted by applicable law:

the accuracy of the representations and warranties of WildHorse set forth in the merger agreement as of October 29, 2018 and as though made on and as of the closing date (other than representations and

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warranties that speak as of a specified date), subject to the materiality standards set forth in the merger agreement;

WildHorse must have performed, or complied with, in all material respects, all agreements and covenants required to be performed or complied with by it under the merger agreement on or prior to the effective time of the merger;

Chesapeake must have received a certificate of WildHorse signed by an executive officer of WildHorse, dated as of the closing date, confirming that the conditions in the two bullets above have been satisfied; and

Chesapeake must have received an opinion from Chesapeake tax counsel, in form and substance reasonably satisfactory to Chesapeake, dated as of the closing date, to the effect that, on the basis of the facts, representations and assumptions set forth or referred to in such opinion, the integrated mergers, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Code. In rendering the opinion, such counsel must have received and may rely upon duly executed certificates of Chesapeake and WildHorse containing such representations as are reasonably necessary or appropriate and such other information reasonably requested by and provided to it by WildHorse and Chesapeake for purposes of rendering such opinion.

Additional Conditions to the Obligations of WildHorse

The obligation of WildHorse to consummate the merger is subject to the satisfaction at or prior to the effective time of the merger of the following conditions, any or all of which may be waived exclusively by WildHorse, in whole or in part, to the extent permitted by applicable law:

the accuracy of the representations and warranties of Chesapeake and Merger Sub set forth in the merger agreement as of October 29, 2018 and as though made on and as of the closing date (other than representations and warranties that speak as of a specified date), subject to the materiality standards set forth in the merger agreement;

Chesapeake and Merger Sub each must have performed, or complied with, in all material respects, all agreements and covenants required to be performed or complied with by them under the merger agreement at or prior to the effective time of the merger;

WildHorse must have received a certificate of Chesapeake signed by an executive officer of Chesapeake, dated as of the closing date, confirming that the conditions in the two bullets above have been satisfied; and

WildHorse must have received an opinion from WildHorse tax counsel, in form and substance reasonably satisfactory to WildHorse, dated as of the closing date, to the effect that, on the basis of the facts, representations and assumptions set forth or referred to in such opinion, the integrated mergers will qualify as a reorganization within the meaning of Section 368(a) of the Code. In rendering the opinion described in

this bullet, such counsel must have received and may rely upon duly executed certificates of Chesapeake and WildHorse containing such representations as are reasonably necessary or appropriate and such other information reasonably requested by and provided to it by WildHorse and Chesapeake for purposes of rendering such opinion.

Frustration of Closing Conditions

None of Chesapeake, WildHorse or Merger Sub may rely, either as a basis for not consummating the merger or for terminating the merger agreement, on the failure of any condition set forth above, as the case may be, to be satisfied if such failure was caused by such party s breach in any material respect of any provision of the merger agreement.

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No Solicitation (page 154)

No Solicitation by Chesapeake

Chesapeake has agreed that, from and after October 29, 2018, Chesapeake will, and will cause Chesapeake s subsidiaries and their respective officers and directors to, and will instruct and use reasonable best efforts to cause its representatives to, immediately cease, and cause to be terminated, any discussion or negotiations ongoing with any third party with respect to a Chesapeake competing proposal (as defined in the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation Definitions of Competing Proposals* beginning on page 159).

Chesapeake has also agreed that, from and after October 29, 2018, Chesapeake will not, and will cause Chesapeake s subsidiaries and their respective officers and directors, and will instruct and use reasonable best efforts to cause its representatives not to, directly or indirectly:

- initiate, solicit or knowingly encourage or knowingly facilitate any inquiries, proposals or offers regarding, or the making of a Chesapeake competing proposal;
- engage in any discussions or negotiations with any person with respect to a Chesapeake competing proposal or any indication of interest that would reasonably be expected to lead to a Chesapeake competing proposal;
- furnish any non-public information regarding Chesapeake or its subsidiaries, or access to the properties, assets or employees of Chesapeake or its subsidiaries, to any person in connection with or in response to a Chesapeake competing proposal;
- enter into any letter of intent or agreement in principle, or other agreement providing for a Chesapeake competing proposal; or
- resolve, agree or publicly propose to, or permit Chesapeake or any of its subsidiaries or any of its or their representatives to agree or publicly propose to take any of the foregoing actions.

From and after October 29, 2018, Chesapeake shall promptly advise WildHorse of the receipt by Chesapeake of any Chesapeake competing proposal made on or after October 29, 2018 or any request for non-public information or data relating to Chesapeake or any of its subsidiaries made by any person in connection with a Chesapeake competing proposal or any request for discussions or negotiations with Chesapeake or a representative of Chesapeake relating to a Chesapeake competing proposal (in each case within one business day thereof), and Chesapeake shall provide to WildHorse (within such one business day time frame) either (i) a copy of any such Chesapeake competing proposal made in writing provided to Chesapeake or any of its subsidiaries or (ii) a written summary of the material terms of such Chesapeake competing proposal (including the identity of the person making such Chesapeake competing proposal). Chesapeake shall keep WildHorse reasonably informed with respect to the status and material terms of any such Chesapeake competing proposal and any material changes to the status of any such discussions or negotiations, and shall promptly provide WildHorse with copies of any substantive correspondence and, with respect to substantive oral communications, a summary of such correspondence or communications, between: (x) on the one hand,

Chesapeake or any of their representatives; and (y) on the other hand, the person that made or submitted such Chesapeake competing proposal or any representative of such person.

No Solicitation by WildHorse

WildHorse has agreed that, from and after October 29, 2018, WildHorse will, and will cause WildHorse s subsidiaries and their respective officers and directors, and will instruct and use reasonable best efforts to cause its representatives to, immediately cease, and cause to be terminated, any discussion or negotiations ongoing with

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any third party with respect to a WildHorse competing proposal (as defined in the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation Definitions of Competing Proposals* beginning on page 159). WildHorse has agreed that by October 30, 2018, WildHorse will have delivered written notice to each third party that has received non-public information regarding WildHorse for purposes of evaluating any transaction that could be a WildHorse competing proposal within the six months prior to October 29, 2018 requesting the return or destruction of all confidential information concerning WildHorse, and must terminate any data access related to any potential WildHorse competing proposal previously granted to such third parties.

WildHorse has also agreed that, from and after October 29, 2018, WildHorse will not, and will cause WildHorse s subsidiaries and their respective officers and directors, and will instruct and use reasonable best efforts to cause its representatives not to, directly or indirectly:

- initiate, solicit or knowingly encourage or knowingly facilitate any inquiries, proposals or offers regarding, or the making of a WildHorse competing proposal;
- engage in any discussions or negotiations with any person with respect to a WildHorse competing proposal or any indication of interest that would reasonably be expected to lead to a WildHorse competing proposal;
- furnish any non-public information regarding WildHorse or its subsidiaries, or access to the properties, assets or employees of WildHorse or its subsidiaries, to any person in connection with or in response to a WildHorse competing proposal;
- enter into any letter of intent or agreement in principle, or other agreement providing for a WildHorse competing proposal (other than certain confidentiality agreements entered into as permitted by the merger agreement); or
- resolve, agree or publicly propose to, or permit WildHorse or any of its subsidiaries or any of its or their representatives to agree or publicly propose to take any of the foregoing actions.

From and after October 29, 2018, WildHorse shall promptly advise Chesapeake of the receipt by WildHorse of any WildHorse competing proposal made on or after October 29, 2018 or any request for non-public information or data relating to WildHorse or any of its subsidiaries made by any person in connection with a WildHorse competing proposal or any request for discussions or negotiations with WildHorse or a representative of WildHorse relating to a WildHorse competing proposal (in each case within one business day thereof), and WildHorse shall provide to Chesapeake (within such one business day time frame) either (i) a copy of any such WildHorse competing proposal made in writing provided to WildHorse or any of its subsidiaries or (ii) a written summary of the material terms of such WildHorse competing proposal (including the identity of the person making such WildHorse competing proposal). WildHorse shall keep Chesapeake reasonably informed with respect to the status and material terms of any such WildHorse competing proposal and any material changes to the status of any such discussions or negotiations, and shall promptly provide Chesapeake with copies of any substantive correspondence and, with respect to substantive oral communications, a summary of such correspondence or communications, between: (x) on the one hand, WildHorse or any of their representatives; and (y) on the other hand, the person that made or submitted such WildHorse competing proposal or any representative of such person.

Prior to the time the merger proposal has been approved by WildHorse stockholders, WildHorse and its representatives may engage in the activities described in the first, second and third bullets in the second paragraph directly above with any person who has made a written *bona fide* WildHorse competing proposal that did not result from a breach of the obligations described in *The Merger Agreement No Solicitation; Changes of Recommendation No Solicitation by WildHorse* beginning on page 154; provided, however, that:

- no non-public information that is prohibited from being furnished pursuant to the no solicitation obligations described in the section entitled *The Merger Agreement No Solicitation; Changes of*

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Recommendation No Solicitation by WildHorse may be furnished until WildHorse receives an executed confidentiality agreement, subject to certain conditions, including that the terms of such confidentiality agreement are no less favorable to WildHorse and no less restrictive to such person making the WildHorse competing proposal in the aggregate than the terms of the Confidentiality Agreement dated August 8, 2018 between Chesapeake and WildHorse;

prior to taking any such actions, the WildHorse board determines in good faith, after consultation with its financial advisors and outside legal counsel, that such WildHorse competing proposal is, or would reasonably be expected to lead to, a WildHorse superior proposal (as defined in the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation Definition of WildHorse Superior Proposal* beginning on page 160); and

after consultation with its outside legal counsel that the failure to engage in such activities would be inconsistent with the WildHorse board s duties under applicable law.

Prior to the time the merger proposal has been approved by WildHorse stockholders, WildHorse and its representatives may seek clarification from (but not engage in any negotiations with or provide any non-public information to) any person that has made a WildHorse competing proposal solely to clarify and understand the terms and conditions of such proposal to provide adequate information for the WildHorse board to make an informed determination under the paragraph above.

Changes of Recommendation (page 154)

Chesapeake Restrictions on Changes of Recommendation

Subject to certain exceptions described below, the Chesapeake board may not effect a Chesapeake recommendation change (as defined in the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation Chesapeake: Restrictions on Changes of Recommendation* beginning on page 156).

WildHorse Restrictions on Changes of Recommendation

Subject to certain exceptions described below, the WildHorse board may not effect a WildHorse recommendation change (as defined in the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation WildHorse: Restrictions on Changes of Recommendation* beginning on page 156).

Chesapeake: Permitted Changes of Recommendation in Connection with Intervening Events

Prior to the time the Chesapeake issuance proposal has been approved by Chesapeake shareholders, in response to a Chesapeake intervening event (as defined in the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation Chesapeake: Permitted Changes of Recommendation in Connection with Intervening Events* beginning on page 157) that occurs or arises after October 29, 2018, Chesapeake may, if the Chesapeake board so chooses, effect a Chesapeake recommendation change if prior to taking such action:

the Chesapeake board (or a committee thereof) determines in good faith after consultation with its outside legal counsel that the failure to take such action would be inconsistent with the Chesapeake board s duties

under applicable law;

Chesapeake shall have given notice to WildHorse that Chesapeake has determined that a Chesapeake intervening event has occurred or arisen (which notice will reasonably describe such Chesapeake intervening event) and that Chesapeake intends to effect a Chesapeake recommendation change; and

Chesapeake complies with certain obligations, each as described in the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation Chesapeake: Permitted Changes of Recommendation in Connection with Intervening Events* beginning on page 157).

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WildHorse: Permitted Changes of Recommendation and Permitted Termination to Enter into a Superior Proposal

Prior to the time the merger proposal has been approved by WildHorse stockholders, in response to a WildHorse competing proposal that did not result from a breach of the obligations described above and in the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation No Solicitation by WildHorse,* if the WildHorse board so chooses, cause WildHorse to effect a WildHorse recommendation change or terminate the merger agreement if:

- the WildHorse board (or a committee thereof) determines in good faith after consultation with its financial advisors and outside legal counsel that such WildHorse competing proposal is a WildHorse superior proposal (taking into account any adjustment to the terms and conditions of the merger proposed by Chesapeake in response to such WildHorse competing proposal);

- the WildHorse board has determined in good faith (after consultation with its outside legal counsel) that failure to do so would be inconsistent with the WildHorse board s duties under applicable law; and

- WildHorse shall have given notice to Chesapeake that WildHorse has received such proposal, specifying the material terms and conditions of such proposal, and, that WildHorse intends to take such action, and WildHorse complies with certain obligations, each as described in the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation WildHorse: Permitted Changes of Recommendation and Permitted Termination to Enter into a Superior Proposal* beginning on page 157).

WildHorse: Permitted Changes of Recommendation in Connection with Intervening Events

Prior to the time the merger proposal has been approved by WildHorse stockholders, in response to a WildHorse intervening event (as defined in the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation WildHorse: Permitted Changes of Recommendation in Connection with Intervening Events* beginning on page 158) that occurs or arises after October 29, 2018, WildHorse may, if the WildHorse board so chooses, effect a WildHorse recommendation change if prior to taking such action:

- the WildHorse board (or a committee thereof) determines in good faith after consultation with its outside legal counsel that the failure to take such action would be inconsistent with the WildHorse board s duties under applicable law;

- WildHorse shall have given notice to Chesapeake that WildHorse has determined that a WildHorse intervening event has occurred or arisen (which notice will reasonably describe such WildHorse intervening event) and that WildHorse intends to effect a WildHorse recommendation change; and

- WildHorse complies with certain obligations, each as described in the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation WildHorse: Permitted Changes of Recommendation in Connection with Intervening Events* beginning on page 158.

Termination (page 171)

Chesapeake and WildHorse may terminate the merger agreement and abandon the merger at any time prior to the effective time of the merger by mutual written consent of Chesapeake and WildHorse.

The merger agreement may also be terminated by either Chesapeake or WildHorse at any time prior to the effective time of the merger in any of the following situations:

- if any governmental entity having jurisdiction over any party has issued any order, decree, ruling or injunction or taken any other action permanently restraining, enjoining or otherwise prohibiting the

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consummation of the merger and such order, decree, ruling or injunction or other action has become final and nonappealable, or if any law has been adopted that permanently makes the consummation of the merger illegal or otherwise permanently prohibited, so long as the terminating party has not breached any material covenant or agreement under the merger agreement that has caused or resulted in such order, decree, ruling or injunction or other action;

upon an end date termination event (as defined in the section entitled *The Merger Agreement Termination Termination Rights* beginning on page 171);

upon a Chesapeake breach termination event or WildHorse breach termination event (as each term is defined in the section entitled *The Merger Agreement Termination Termination Rights* beginning on page 171); or

upon a WildHorse stockholder approval termination event or a Chesapeake shareholder approval termination event (as each term is defined in the section entitled *The Merger Agreement Termination Termination Rights* beginning on page 171).

In addition, the merger agreement may be terminated by Chesapeake:

if prior to the approval of the merger proposal by WildHorse stockholders, the WildHorse board has effected a WildHorse recommendation change whether or not such WildHorse recommendation change is permitted by the merger agreement; or

upon a WildHorse no solicitation breach termination event (as defined in the section entitled *The Merger Agreement Termination Termination Rights* beginning on page 171).

Further, the merger agreement may be terminated by WildHorse:

upon a WildHorse superior proposal termination event (as defined in the section entitled *The Merger Agreement Termination Termination Rights* beginning on page 171);

if prior to the approval of the Chesapeake issuance proposal by Chesapeake shareholders, the Chesapeake board has effected a Chesapeake recommendation change, whether or not such Chesapeake recommendation change is permitted by the merger agreement; or

upon a Chesapeake no solicitation breach termination event (as defined in the section entitled *The Merger Agreement Termination Termination Rights* beginning on page 171).

Expenses and Termination Fees (page 171)

Termination Fees Payable by Chesapeake

The merger agreement requires Chesapeake to pay WildHorse a termination fee of $120 million (which we refer to as the reverse termination fee) if:

WildHorse terminates the merger agreement due to a Chesapeake recommendation change or due to a Chesapeake no solicitation breach termination event;

(1) (A) Chesapeake or WildHorse terminates the merger agreement due to a Chesapeake shareholder approval termination event, and on or before the date of any such termination, a Chesapeake competing proposal was publicly announced or publicly disclosed and not withdrawn prior to the Chesapeake special meeting or (B) WildHorse terminates the merger agreement due to a Chesapeake breach termination event or WildHorse or Chesapeake terminates the merger agreement due to an end date termination event and on or before the date of any such termination, a Chesapeake competing proposal was announced, disclosed or otherwise communicated to the Chesapeake board, and (2) within 12

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months after the date of such termination, Chesapeake enters into a definitive agreement with respect to a Chesapeake competing proposal or consummates a Chesapeake competing proposal. For purposes of this paragraph, any reference in the definition of Chesapeake competing proposal to 25% will be deemed to be a reference to more than 50% .

In no event will Chesapeake be required to pay the reverse termination fee on more than one occasion.

Termination Fees Payable by WildHorse

The merger agreement requires WildHorse to pay Chesapeake a termination fee of $85 million (which we refer to as the termination fee) if:

WildHorse terminates the merger agreement due to a WildHorse superior proposal termination event;

Chesapeake terminates the merger agreement due to a WildHorse recommendation change or due to a WildHorse no solicitation breach termination event;

(1) (A) Chesapeake or WildHorse terminates the merger agreement due to a WildHorse stockholder approval termination event, and on or before the date of any such termination a WildHorse competing proposal was publicly announced or publicly disclosed and not withdrawn prior to the WildHorse Stockholder Meeting or (B) Chesapeake terminates the merger agreement due to a WildHorse breach termination event or Chesapeake or WildHorse terminates the merger agreement due to an end date termination event and on or before the date of any such termination a WildHorse competing proposal was announced, disclosed or otherwise communicated to the WildHorse board, and (2) within 12 months after the date of such termination, WildHorse enters into a definitive agreement with respect to a WildHorse competing proposal or consummates a WildHorse competing proposal. For purposes of this paragraph, any reference in the definition of WildHorse competing proposal to 20% shall be deemed to be a reference to more than 50%.

In no event will WildHorse be required to pay the termination fee on more than one occasion.

Chesapeake Expenses Payable by WildHorse

The merger agreement requires WildHorse to pay Chesapeake an expense reimbursement of $25 million (which we refer to as the Chesapeake expense reimbursement) if either WildHorse or Chesapeake terminates the merger agreement due to a WildHorse stockholder approval termination event. In no event will Chesapeake be entitled to receive more than one payment of the Chesapeake expense reimbursement. If Chesapeake receives the termination fee, then Chesapeake will not be entitled to also receive the Chesapeake expense reimbursement.

WildHorse Expenses Payable by Chesapeake

The merger agreement requires Chesapeake to pay WildHorse an expense reimbursement of $35 million (which we refer to as the WildHorse expense reimbursement) if either WildHorse or Chesapeake terminates the merger agreement due to a Chesapeake shareholder approval termination event. In no event will WildHorse be entitled to receive more than one payment of the WildHorse expense reimbursement. If WildHorse receives the reverse termination fee, then WildHorse will not be entitled to also receive the WildHorse expense reimbursement.

No Dissenters or Appraisal Rights (page 139)

No dissenters or appraisal rights will be available with respect to the transactions contemplated by the merger agreement.

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Material U.S. Federal Income Tax Consequences of the Integrated Mergers (page 177)

Chesapeake and WildHorse intend for the integrated mergers, taken together, to qualify as a reorganization within the meaning of Section 368(a) of the Code. It is a condition to Chesapeake s obligation to complete the integrated mergers that Chesapeake receive a written opinion from Chesapeake tax counsel, to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the integrated mergers, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Code, and it is a condition to WildHorse s obligation to complete the integrated mergers that WildHorse receive a written opinion from WildHorse tax counsel, to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the integrated mergers, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Code.

Assuming the integrated mergers so qualify:

- a U.S. holder that exchanges its shares of WildHorse common stock for share consideration pursuant to the merger generally will not recognize any gain or loss for U.S. federal income tax purposes, except with respect to cash, if any, received in lieu of a fractional share of Chesapeake common stock;

- a U.S. holder that exchanges its shares of WildHorse common stock for the mixed consideration pursuant to the merger generally will recognize gain (but not loss) in an amount equal to the lesser of (i) the amount by which the sum of the fair market value of the Chesapeake common stock (including any fractional share of Chesapeake common stock the U.S. holder is treated as having received) and cash received by the U.S. holder exceeds such U.S. holder s adjusted tax basis in its shares of WildHorse common stock surrendered and (ii) the amount of cash received by such U.S. holder (in each case, excluding any cash received in lieu of a fractional share of Chesapeake common stock);

- a U.S. holder that receives cash in lieu of a fractional share of Chesapeake common stock generally will recognize gain or loss equal to the difference, if any, between the amount of cash received for such fractional share and the tax basis allocated to such fractional share; and

- a non-U.S. holder may be subject to U.S. withholding tax with respect to the amount of cash received by such non-U.S. holder in the merger but may be entitled to a refund of all or a portion of such tax.

HOLDERS OF WILDHORSE COMMON STOCK SHOULD READ THE SECTION ENTITLED *MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE INTEGRATED MERGERS* BEGINNING ON PAGE 177 FOR A MORE DETAILED DISCUSSION OF THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE INTEGRATED MERGERS. TAX MATTERS ARE COMPLICATED AND THE TAX CONSEQUENCES TO A PARTICULAR HOLDER OF WILDHORSE COMMON STOCK WILL DEPEND ON THE FACTS OF SUCH HOLDER S SITUATION. HOLDERS OF WILDHORSE COMMON STOCK SHOULD CONSULT THEIR TAX ADVISORS AS TO THE SPECIFIC TAX CONSEQUENCES OF THE INTEGRATED MERGERS IN THEIR PARTICULAR CIRCUMSTANCES.

Comparison of Rights of Shareholders of Chesapeake and Stockholders of WildHorse (page 200)

The rights of WildHorse stockholders who receive shares of Chesapeake common stock in the merger will be governed by the Restated Certificate of Incorporation of Chesapeake, as amended (which we refer to as the Chesapeake charter), and the Amended and Restated Bylaws of Chesapeake, as amended (which we refer to as the Chesapeake bylaws), which are governed by Oklahoma law, rather than by the Amended and Restated Certificate of Incorporation of WildHorse, as amended (which we refer to as the WildHorse charter), and the Amended and Restated Bylaws of WildHorse, as amended (which we refer to as the WildHorse bylaws), which are governed by Delaware law. As a result, WildHorse stockholders will have different rights once they become

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Chesapeake shareholders due to the differences in the organizational documents of WildHorse and Chesapeake and the differences between Oklahoma and Delaware law. The key differences are described in the section entitled *Comparison of Rights of Shareholders of Chesapeake and Stockholders of WildHorse* beginning on page 200.

Listing of Chesapeake Common Stock; Delisting and Deregistration of WildHorse Shares (page 139)

If the merger is completed, the shares of Chesapeake common stock to be issued in the merger will be listed for trading on the NYSE, shares of WildHorse common stock will be delisted from the NYSE and deregistered under the Exchange Act, and WildHorse will no longer be required to file periodic reports with the SEC in connection with its common stock, pursuant to the Exchange Act.

Accounting Treatment of the Merger

Chesapeake prepares its financial statements in accordance with GAAP. The accounting guidance for business combinations requires the use of the acquisition method of accounting for the merger, which requires the determination of the acquirer, the purchase price, the acquisition date, the fair value of assets and liabilities of the acquiree and the measurement of goodwill. Chesapeake will be treated as the acquirer for accounting purposes. See *The Merger Accounting Treatment of the Merger* beginning on page 139.

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SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF CHESAPEAKE

The following table sets forth selected historical consolidated financial data for Chesapeake (1) as of and for each of the years ended December 31, 2017, 2016, 2015, 2014 and 2013 and (2) as of and for the nine months ended September 30, 2018 and 2017. The selected historical consolidated financial data as of September 30, 2018 and for the nine months ended September 30, 2018 and 2017 and as of December 31, 2017 and 2016 and for each the years ended December 31, 2017, 2016 and 2015 was derived from Chesapeake s unaudited condensed consolidated financial statements included in Chesapeake s Quarterly Report on Form 10-Q for the quarter ended September 30, 2018 and Chesapeake s audited consolidated financial statements included in Chesapeake s Annual Report on Form 10-K for the year ended December 31, 2017, respectively, each of which is incorporated by reference herein. The selected historical consolidated financial data of Chesapeake as of September 30, 2017 and for the years ended December 31, 2014 and 2013 and as of December 31, 2015, 2014 and 2013 have been derived from Chesapeake s unaudited condensed consolidated financial statements as of September 30, 2017 and audited consolidated financial statements for such years, which have not been incorporated by reference herein.

The information set forth below is only a summary and is not necessarily indicative of the results of future operations of Chesapeake nor does it include the effects of the merger. This summary should be read together with other information contained in Chesapeake s Annual Report on Form 10-K for the fiscal year ended December 31, 2017 and Quarterly Report on Form 10-Q for the quarter ended September 30, 2018, including the sections *Management s Discussion and Analysis of Financial Condition and Results of Operations* and the consolidated financial statements and related notes therein. For additional information, see the section entitled *Where You Can Find More Information* beginning on page 215.

	As of and for the Nine Months Ended September 30,		As of and for the Years Ended December 31,				
($ in millions, except per share data)	**2018**	**2017**	**2017**	**2016**	**2015**	**2014**	**2013**
Statement of Operations Data:							
Revenues:							
Oil, natural gas and NGL	$ 3,424	$ 3,727	$ 4,985	$ 3,288	$ 5,391	$ 10,354	$ 8,626
Marketing	3,738	3,250	4,511	4,584	7,373	12,225	9,559
Oilfield services						546	895
Total Revenues	7,162	6,977	9,496	7,872	12,764	23,125	19,080
Operating Expenses:							
Oil, natural gas and NGL production	417	426	562	710	1,046	1,208	1,159
Oil, natural gas and NGL gathering, processing and transportation	1,060	1,081	1,471	1,855	2,119	2,174	1,574
Production taxes	91	64	89	74	99	232	229
Marketing	3,798	3,333	4,598	4,778	7,130	12,236	9,461

Oilfield services						431	736
General and administrative	229	189	262	240	235	322	457
Restructuring and other termination costs	38			6	36	7	248
Provision for legal contingencies, net	17	35	(38)	123	353	234	
Oil, natural gas and NGL depreciation, depletion and amortization	813	627	913	1,003	2,099	2,683	2,589
Depreciation and amortization of other assets	54	62	82	104	130	232	314
Impairments	51	3	5	2,599	18,259	66	487
Other operating (income) expense	(1)	423	416	803	173	22	59
Net (gains) losses on sales of fixed assets	7		(3)	(12)	4	(199)	(302)
Total Operating Expenses	6,574	6,243	8,357	12,283	31,683	19,648	17,011
Income (Loss) From Operations	588	734	1,139	(4,411)	(18,919)	3,477	2,069
Other Income (Expense):							
Interest expense	(367)	(302)	(426)	(296)	(317)	(89)	(227)

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($ in millions, except per share data)	As of and for the Nine Months Ended September 30, 2018	2017	As of and for the Years Ended December 31, 2017	2016	2015	2014	2013
Gains (losses) on investments	139			(8)	(96)	(75)	(216)
Impairments of investments				(119)	(53)	(5)	(10)
Net gain (loss) on sales of investments				(10)		67	(7)
Gains (losses) on purchases or exchanges of debt	(68)	183	233	236	279	(197)	(193)
Other income	63	6	9	19	8	22	26
Total Other Expense	(233)	(113)	(184)	(178)	(179)	(277)	(627)
Income (Loss) Before Income Taxes	355	621	955	(4,589)	(19,098)	3,200	1,442
Income Tax Expense (Benefit)	(8)	2	2	(190)	(4,463)	1,144	548
Net Income (Loss)	363	619	953	(4,399)	(14,635)	2,056	894
Net (income) loss attributable to noncontrolling interests	(3)	(3)	(4)	9	68	(139)	(170)
Net Income (Loss) Attributable To Chesapeake	360	616	949	(4,390)	(14,567)	1,917	724
Preferred stock dividends	(69)	(62)	(85)	(97)	(171)	(171)	(171)
Loss on exchange of preferred stock		(41)	(41)	(428)			
Repurchase of preferred shares of CHK Utica						(447)	(69)
Earnings allocated to participating securities	(3)	(7)	(10)			(26)	(10)
Net Income (Loss) Available To Common Stockholders	$ 288	$ 506	$ 813	$ (4,915)	$ (14,738)	$ 1,273	$ 474
Net income (Loss) per common share:							

Basic	$	0.32	$	0.56	$	0.90	$	(6.43)	$	(22.26)	$	1.93	$	0.73
Diluted	$	0.32	$	0.56	$	0.90	$	(6.43)	$	(22.26)	$	1.87	$	0.73
Weighted average common share outstanding:														
Basic		909		908		906		764		662		659		653
Diluted		909		908		906		764		662		772		653
Cash dividend declared per common share	$		$		$		$		$	0.0875	$	0.35	$	0.35
Cash Flow Data:														
Net cash provided by (used in) operating activities	$	1,595	$	273	$	745	$	(204)	$	1,234	$	4,634	$	4,614
Net cash provided by (used in) investing activities	$	(1,192)	$	(602)	$	(1,188)	$	(660)	$	(3,451)	$	454	$	(2,967)
Net cash provided by (used in) financing activities	$	(404)	$	(548)	$	(434)	$	921	$	(1,066)	$	(1,817)	$	(1,097)
Balance Sheet Data (end of period):														
Total assets	$	12,659	$	11,981	$	12,425	$	13,028	$	17,314	$	40,655	$	41,633
Total debt (including current maturities)	$	9,812	$	9,899	$	9,973	$	10,441	$	10,692	$	11,439	$	17,767
Total equity (deficit)	$	(39)	$	(704)	$	(372)	$	(1,203)	$	2,397	$	18,205	$	18,140

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SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF WILDHORSE

The following table sets forth selected historical consolidated financial data (1) as of and for each of the years ended December 31, 2017, 2016, 2015 and 2014 and (2) as of and for the nine months ended September 30, 2018 and 2017. The selected historical consolidated financial data of WildHorse as of September 30, 2018 and for the nine months ended September 30, 2018 and 2017 and as of December 31, 2017 and 2016 and for each the years ended December 31, 2017, 2016 and 2015 was derived from WildHorse s unaudited condensed consolidated financial statements included in WildHorse s Quarterly Report on Form 10-Q for the quarter ended September 30, 2018 and WildHorse s audited consolidated financial statements included in WildHorse s Annual Report on Form 10-K for the year ended December 31, 2017, respectively, each of which is incorporated by reference herein. The selected historical consolidated financial data of WildHorse as of September 30, 2017 and for the year ended December 31, 2014 and as of December 31, 2015 and 2014 have been derived from WildHorse s unaudited condensed consolidated financial statements as of September 30, 2017 and audited consolidated financial statements for such years, which have not been incorporated by reference herein.

The information set forth below is only a summary and is not necessarily indicative of the results of future operations of WildHorse nor does it include the effects of the merger. This summary should be read together with other information contained in WildHorse s Annual Report on Form 10-K for the fiscal year ended December 31, 2017 and Quarterly Report on Form 10-Q for the quarter ended September 30, 2018, including the sections *Management s Discussion and Analysis of Financial Condition and Results of Operations* and the consolidated financial statements and related notes therein. For additional information, see the section entitled *Where You Can Find More Information* beginning on page 215.

	As of and for the Nine Months Ended September 30,		**As of and for the Years Ended December 31,**			
($ in thousands, except per share data)	**2018**	**2017**	**2017**	**2016**	**2015**	**2014**
Statement of Operations Data:						
Revenues and other income:						
Oil sales	$ 625,811	$ 192,431	$ 342,868	$ 75,938	$ 42,971	$ 2,780
Natural gas sales	45,034	40,328	59,924	43,487	38,665	41,694
NGL sales	30,999	12,948	22,964	5,786	4,295	989
Other income	1,816	1,244	1,431	2,131	404	
Total revenues and other income	703,660	246,951	427,187	127,342	86,335	45,463
Operating expenses:						
Lease operating expenses	42,736	26,200	39,770	12,320	14,053	9,428
Gathering, processing and transportation	5,053	7,403	11,897	6,581	5,300	3,953
Taxes other than income tax	38,753	14,455	24,158	6,814	5,510	2,584
Impairment of NLA Disposal Group	214,274					
Gain (loss) on sale of properties	(2,950)					

Cost of oil sales						687
Depreciation, depletion and amortization	205,419	111,515	168,250	81,757	56,244	15,297
Impairment of proved oil and gas properties					9,312	24,721
General and administrative expenses	41,677	28,574	40,663	23,973	15,903	5,838
Incentive unit compensation expense	13,776					
Exploration expense	19,891	17,868	36,911	12,026	18,299	1,597
Other operating (income) expense	938	53	73	99	914	
Total operating expense	579,567	206,068	321,722	143,570	125,535	64,105
Income (loss) from operations	124,093	40,883	105,465	(16,228)	(39,200)	(18,642)
Other income (expense):						
Interest expense, net	(43,027)	(20,953)	(31,934)	(7,834)	(6,943)	(2,680)
Debt extinguishment costs			11	(1,667)		
North Louisiana settlement			(7,000)			
Other income (expense)	(272)	12	(3)	(151)	(147)	213
Gain (loss) on derivative instruments	(227,533)	37,119	(55,483)	(26,771)	13,854	6,514
Total other income (expense)	(270,832)	16,178	(94,409)	(36,423)	6,764	4,047
Net gain (loss) before income taxes	(146,739)	57,061	11,056	(52,651)	(32,436)	(14,595)

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($ in thousands, except per share data)	As of and for the Nine Months Ended September 30, 2018	2017	As of and for the Years Ended December 31, 2017	2016	2015	2014
Income tax benefit (expense)	28,394	(21,247)	38,824	5,575	(604)	158
Net (loss) income	$ (118,345)	$ 35,814	$ 49,880	$ (47,076)	$ (33,040)	$ (14,437)
Net income (loss) per common share:						
Basic and diluted	$ (1.41)	$ 0.27	$ 0.32	$ (0.11)	n/a	n/a
Weighted average common shares outstanding:						
Basic and diluted	99,433	95,369	96,324	91,327	n/a	n/a
Cash dividend declared per common share	$	$	$	$	$	$
Cash Flow Data:						
Net cash provided by operating activities	$ 447,374	$ 143,192	$ 277,372	$ 22,262	$ 50,096	$ 25,660
Net cash used in investing activities	$ (741,316)	$ (1,002,313)	$ (1,266,861)	$ (567,545)	$ (443,639)	$ (128,967)
Net cash provided by financing activities	$ 295,461	$ 861,031	$ 986,600	$ 505,272	$ 424,481	$ 114,589
Other Financial Data:						
Adjusted EBITDAX	$ 505,954	$ 185,357	$ 323,314	$ 84,317	$ 55,858	$ 21,277
Balance Sheet Data (at period end):						
Cash and cash equivalents	$ 1,745	$ 5,409	$ 226	$ 3,115	$ 43,126	$ 12,188
Total assets	$ 3,064,452	$ 2,536,532	$ 2,778,100	$ 1,442,281	$ 966,365	$ 335,722
Total liabilities	$ 1,588,162	$ 962,936	$ 1,187,325	$ 434,393	$ 317,676	$ 156,731
Series A perpetual convertible preferred stock	$ 447,726	$ 438,861	$ 445,483			
Predecessor and previous owner equity					$ 648,689	$ 178,992
Total stockholders equity	$ 1,028,564	$ 1,134,735	$ 1,145,292	$ 1,007,888	n/a	n/a
Total liabilities and equity	$ 3,064,452	$ 2,536,532	$ 2,778,100	$ 1,442,281	$ 966,365	$ 335,722

The following table presents a reconciliation of Adjusted EBITDAX to net (loss) income, our most directly comparable financial measure calculated and presented in accordance with GAAP.

	For The	For The Years Ended December 31,

($ in thousands)	Nine Months Ended September 30, 2018	2017	2017	2016	2015	2014
Adjusted EBITDAX reconciliation to net (loss) income:						
Net income (loss)	$ (118,345)	$ 35,814	$ 49,880	$ (47,076)	$ (33,040)	$ (14,437)
Interest expense, net	43,027	20,953	31,934	7,834	6,943	2,680
Income tax (benefit)	(28,394)	21,247	(38,824)	(5,575)	604	(158)
Depreciation, depletion and amortization	205,419	111,515	168,250	81,757	56,244	15,297
Exploration expense	19,891	17,868	36,911	12,026	18,299	1,597
Impairment of NLA Disposal Group	214,274					
Impairment of proved oil and gas properties					9,312	24,721
(Gain) loss on derivatives instruments	227,533	(37,119)	55,483	26,771	(13,854)	(6,514)
Cash settlements received (paid) on derivative instruments	(81,177)	6,895	1,517	4,975	11,517	(2,712)
Stock-based compensation	11,988	4,217	6,644	68		
Incentive unit compensation	13,776					
Acquisition related costs	912	3,796	4,348	553	593	1,450
(Gain) loss on sale of properties	(2,950)			43		
Debt extinguishment costs		(11)	(11)	1,667		
Initial public offering costs		182	182	1,560		
North Louisiana settlement			7,000			
Non-cash liability amortization				(286)	(760)	(647)
Total Adjusted EBITDAX	$ 505,954	$ 185,357	$ 323,314	$ 84,317	$ 55,858	$ 21,277

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SUMMARY UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL DATA

The following summary unaudited pro forma condensed combined balance sheet data gives effect to the proposed merger as if it had occurred on September 30, 2018, while the unaudited pro forma condensed combined statement of operations data for the year ended December 31, 2017 and the nine months ended September 30, 2018 is presented as if the merger had occurred on January 1, 2017. The following summary unaudited pro forma condensed combined financial statements has been prepared for illustrative purposes only and is not necessarily indicative of what the combined company s financial position or results of operations actually would have been had the merger occurred as of the dates indicated. In addition, the unaudited pro forma condensed combined financial statements does not purport to project the future financial position or operating results of the combined company. Future results may vary significantly from the results reflected because of various factors, including those discussed in the section entitled *Risk Factors* beginning on page 45. The following summary unaudited pro forma condensed combined financial statements should be read in conjunction with the section titled *Unaudited Pro Forma Condensed Combined Financial Statements* beginning on page 182 and the related notes.

	Nine Months Ended September 30, 2018	Year Ended December 31, 2017
	(in million, except per share amounts)	
Pro Forma Statements of Condensed Combined Operations Data:		
Total revenues	$ 6,585	$ 8,592
Net income attributable to Chesapeake	$ 75	$ 623
Earnings per share, basic	$	$ 0.30
Earnings per share, diluted	$	$ 0.30

	As of September 30, 2018 (in million)
Pro Forma Condensed Combined Balance Sheet Data:	
Cash and cash equivalents	$
Total assets	$ 14,694
Long-term debt, net	$ 8,685
Total equity	$ 2,193

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SUMMARY PRO FORMA OIL, NATURAL GAS AND NGL RESERVE INFORMATION

The following tables present the estimated pro forma combined net proved developed and undeveloped oil, natural gas and NGL reserves as of December 31, 2017. The pro forma reserve information set forth below gives effect to the merger as if the merger had been completed on January 1, 2017. The following summary pro forma reserve information has been prepared for illustrative purposes only and is not intended to be a projection of future results of the combined company. Future results may vary significantly from the results reflected because of various factors, including those discussed in the section entitled *Risk Factors* beginning on page 45. The summary pro forma reserve information should be read in conjunction with the section titled *Unaudited Pro Forma Condensed Combined Financial Statements* beginning on page 182 and the related notes included in this joint proxy statement/prospectus.

	Year Ended December 31, 2017				
	Chesapeake Historical	WildHorse Historical	WildHorse NLA Divesiture	Utica Divestiture	Chesapeake Pro Forma Combined
Proved Developed Reserves:					
Oil (mmbbl)	150.9	65.0	(0.6)	(15.7)	199.6
Natural Gas (bcf)	4,980	222	(164)	(1,250)	3,788
Natural Gas Liquids (mmbbl)	134.9	12.6	(0.4)	(67.5)	79.6
Crude Oil Equivalents (mmboe)	1,116	114	(28)	(291)	911
Proved Undeveloped Reserves:					
Oil (mmbbl)	109.3	217.8	(0.6)	(6.2)	320.3
Natural Gas (bcf)	3,620	462	(239)	(857)	2,986
Natural Gas Liquids (mmbbl)	83.6	45.0		(42.8)	85.8
Crude Oil Equivalents (mmboe)	796	340	(41)	(192)	903

	Year Ended December 31, 2017				
	Chesapeake Historical	WildHorse Historical	WildHorse NLA Divesiture	Utica Divestiture	Chesapeake Pro Forma Combined
Production:					
Oil (mmbbl)	33	7		(4)	36
Natural Gas (bcf)	878	20	(15)	(156)	727
Natural Gas Liquids (mmbbl)	21	1		(10)	12
Crude Oil Equivalents (mmboe)	200	11	(3)	(39)	169

	Nine Months Ended September 30, 2018				
	Chesapeake Historical	WildHorse Historical	WildHorse NLA Divesiture	Utica Divestiture	Chesapeake Pro Forma Combined
Production:					
Oil (mmbbl)	25	9		(3)	31
Natural Gas (bcf)	647	17	(6)	(121)	537

Natural Gas Liquids (mmbbl)	15	2		(7)	10
Crude Oil Equivalents (mmboe)	148	14	(1)	(30)	131

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COMPARATIVE HISTORICAL AND UNAUDITED PRO FORMA PER SHARE DATA

The following table presents Chesapeake s and WildHorse s historical and pro forma per share data for the year ended December 31, 2017 and as of and for the nine months ended September 30, 2018. The pro forma per share data for the year ended December 31, 2017 and as of and for the nine months ended September 30, 2018 is presented as if the merger had been completed on January 1, 2017. Except for the historical information for the year ended December 31, 2017, the information provided in the table below is unaudited. This information should be read together with the historical consolidated financial statements and related notes of Chesapeake and WildHorse, filed by each with the SEC, and incorporated by reference in this joint proxy statement/prospectus, and with the unaudited pro forma condensed combined financial statements included in the section entitled *Unaudited Pro Forma Condensed Combined Financial Statements* beginning on page 182.

	For the Year Ended December 31, 2017	As of and for the Nine Months Ended September 30, 2018
Chesapeake		
Net income attributable to common stockholders (per basic share)	$ 0.90	$ 0.32
Net income attributable to common stockholders (per diluted share)	$ 0.90	$ 0.32
Cash dividends declared per share (unaudited)	$	$
Net book value per share (unaudited)	$ (2.38)	$ (2.01)
WildHorse		
Net income attributable to common stockholders (per basic share)	$ 0.32	$ (1.41)
Net income attributable to common stockholders (per diluted share)	$ 0.32	$ (1.41)
Cash dividends declared per share (unaudited)	$	$
Net book value per share (unaudited)	$ 11.32	$ 10.08
Pro Forma Condensed Combined (unaudited)		
Net income attributable to common stockholders (per basic share)	$ 0.30	$
Net income attributable to common stockholders (per diluted share)	$ 0.30	$
Cash dividends declared per share	$	$
Net book value per share	$	$ 0.24
Equivalent WildHorse (unaudited)[(a)]		
Net income attributable to common stockholders (per basic share)	$ 1.60	$ 0.02
Net income attributable to common stockholders (per diluted share)	$ 1.60	$ 0.02
Cash dividends declared per share	$	$
Net book value per share	$	$ 1.28

(a) Determined using the pro forma condensed combined per share data multiplied by 5.336 (the exchange ratio of a WildHorse share for a Chesapeake share assuming all WildHorse stockholders elect the mixed consideration).

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COMPARISON OF CHESAPEAKE AND WILDHORSE MARKET PRICES AND IMPLIED SHARE VALUE OF THE MERGER CONSIDERATION

The following table sets forth the closing sale prices per share of Chesapeake common stock and WildHorse common stock as reported on the NYSE on October 29, 2018, the last trading day prior to the public announcement of the merger, and on , , the last practicable trading day prior to the mailing of this joint proxy statement/prospectus. Chesapeake common stock is traded on the NYSE under the symbol CHK and WildHorse common stock is traded on the NYSE under the symbol WRD. The table also shows the estimated implied value of the merger consideration proposed for each share of WildHorse common stock as of the same two dates. The implied value for share consideration was calculated by multiplying the closing sales price of a share of Chesapeake common stock on the relevant date by the exchange ratio of 5.989 shares of Chesapeake common stock for each share of WildHorse common stock. The implied value for the mixed consideration was calculated by multiplying the closing sales price of a share of Chesapeake common stock on the relevant date by the exchange ratio of 5.336 shares of Chesapeake common stock plus $3.00 in cash for each share of WildHorse common stock.

	Chesapeake Common Stock	WildHorse Common Stock	Implied Per Share Value of Share Consideration	Implied Per Share Value of Mixed Consideration
October 29, 2018	$ 3.72	$ 18.42	$ 22.28	$ 22.85
,	$	$	$	$

Holders of Chesapeake and WildHorse common stock are encouraged to obtain current market quotations for Chesapeake common stock and WildHorse common stock and to review carefully the other information contained in this joint proxy statement/prospectus or incorporated by reference herein. No assurance can be given concerning the market price of Chesapeake common stock before or after the effective date of the merger. For additional information, see the sections entitled *Where You Can Find More Information* and *Information Incorporated by Reference*, each beginning on page 215.

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RISK FACTORS

In addition to the other information contained in or incorporated by reference into this joint proxy statement/prospectus, including the matters addressed in the section entitled Cautionary Statement Regarding Forward-Looking Statements beginning on page 59, WildHorse stockholders should carefully consider the following risks before deciding how to vote with respect to the merger proposal to be considered and voted on at the WildHorse special meeting, and Chesapeake shareholders should carefully consider the following risks before deciding how to vote with respect to the Chesapeake proposals to be considered and voted on at the Chesapeake special meeting. In addition, WildHorse stockholders and Chesapeake shareholders should also read and consider the risks associated with each of the businesses of WildHorse and Chesapeake because these risks will also affect the combined company. These risks can be found in Chesapeake s and WildHorse s Annual Reports on Form 10-K for the year ended December 31, 2017, their subsequent reports on Form 10-Q and other documents they file with the SEC, in each case incorporated by reference into this joint proxy statement/prospectus. WildHorse stockholders and Chesapeake shareholders should also read and consider the other information in this joint proxy statement/prospectus and the other documents incorporated by reference into this joint proxy statement/prospectus. For additional information, see the sections entitled Where You Can Find More Information and Information Incorporated by Reference, each beginning on page 215.

Risk Factors Relating to the Merger

Because the exchange ratio is fixed and because the market price of Chesapeake common stock will fluctuate, WildHorse stockholders cannot be certain of the precise value of the merger consideration they will receive in the merger.

If the merger is completed, at the effective time of the merger, each issued and outstanding eligible share of WildHorse common stock, including WildHorse preferred stock, which will be converted prior to the effective time of the merger, will be converted into the right to receive the merger consideration consisting of either the mixed consideration or the share consideration. The exchange ratio for the mixed consideration and the share consideration is fixed, and there will be no adjustment to the merger consideration for changes in the market price of Chesapeake common stock or WildHorse common stock prior to the completion of the merger.

If the merger is completed, there will be a time lapse between each of the date of this joint proxy statement/prospectus, the dates on which WildHorse stockholders vote to approve the merger proposal and Chesapeake shareholders vote to approve the Chesapeake issuance proposal, and the date on which WildHorse stockholders entitled to receive the merger consideration actually receive the merger consideration. The market value of shares of Chesapeake common stock will fluctuate, possibly materially, during and after these periods as a result of a variety of factors, including general market and economic conditions, changes in Chesapeake s businesses, operations and prospects and regulatory considerations. Such factors are difficult to predict and in many cases are beyond the control of Chesapeake and WildHorse. The actual value of any merger consideration received by WildHorse stockholders at the completion of the merger will depend on the type of merger consideration selected and the market value of the shares of Chesapeake common stock at that time. Consequently, at the time WildHorse stockholders must decide whether to approve the merger proposal, they will not know the actual market value of any merger consideration they will receive when the merger is completed. For additional information about the merger consideration, see the sections entitled *The Merger Consideration to WildHorse Stockholders , The Merger Agreement Effect of the Merger on Capital Stock; Merger Consideration* and *Summary Comparison of Chesapeake and WildHorse Market Prices and Implied Share Value of the Merger Consideration* beginning on pages 78, 142 and 44 respectively.

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The merger may not be completed and the merger agreement may be terminated in accordance with its terms. Failure to complete the merger could negatively impact the price of shares of Chesapeake common stock and the price of shares of WildHorse common stock, as well as Chesapeake s and WildHorse s respective future businesses and financial results.

The merger is subject to a number of conditions that must be satisfied, including the approval by Chesapeake shareholders of the Chesapeake issuance proposal and approval by WildHorse stockholders of the WildHorse merger proposal, or waived, in each case prior to the completion of the merger. These conditions are described in the section entitled *The Merger Agreement Conditions to the Completion of the Merger* beginning on page 169. These conditions to the completion of the merger, some of which are beyond the control of Chesapeake and WildHorse, may not be satisfied or waived in a timely manner or at all, and, accordingly, the merger may be delayed or may not be completed.

The merger agreement may be terminated by either Chesapeake or WildHorse if the merger is not completed by May 31, 2019, except that this right to terminate the merger agreement will not be available to any party whose failure to fulfill any material covenant or agreement under the merger agreement is the primary cause of or resulted in the failure of the transactions to be consummated on or before that date. Chesapeake and WildHorse can also mutually decide to terminate the merger agreement at any time, before or after shareholder approval. In addition, Chesapeake and WildHorse may elect to terminate the merger agreement in certain other circumstances as further detailed in the section entitled *The Merger Agreement Termination* beginning on page 171.

If the transactions contemplated by the merger agreement are not completed for any reason, Chesapeake s and WildHorse s respective ongoing businesses and financial results may be adversely affected and, without realizing any of the benefits of having completed the transactions, Chesapeake and WildHorse will be subject to a number of risks, including the following:

- Chesapeake and WildHorse will be required to pay their respective costs relating to the transactions, which are substantial, such as legal, accounting, financial advisory and printing fees, whether or not the transactions are completed;
- time and resources committed by Chesapeake s and WildHorse s management to matters relating to the transactions could otherwise have been devoted to pursuing other beneficial opportunities;
- Chesapeake and WildHorse may experience negative reactions from financial markets, including negative impacts on the prices of their common stock, including to the extent that the current market price reflects a market assumption that the transactions will be completed;
- Chesapeake and WildHorse may experience negative reactions from employees, customers or vendors; and
- since the merger agreement restricts the conduct of WildHorse s and Chesapeake s business prior to completion of the merger, WildHorse and Chesapeake may not have been able to take certain actions during the pendency of the merger that would have benefitted it as an independent company and the opportunity to

take such actions may no longer be available. For a description of the restrictive covenants to which Chesapeake and WildHorse are subject, see the section entitled *The Merger Agreement Interim Operations of WildHorse and Chesapeake Pending the Merger* beginning on page 148.

If the merger agreement is terminated and WildHorse s board of directors seeks another merger or business combination, WildHorse may not be able to find a party willing to offer equivalent or more attractive consideration than the consideration Chesapeake has agreed to provide in the merger, or such other merger or business combination may not be completed. If the merger agreement is terminated under specified circumstances, Chesapeake may be required to pay WildHorse a termination fee of $120 million, and WildHorse may be required to pay Chesapeake a termination fee of $85 million. If the merger agreement is terminated

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because of a failure of WildHorse s stockholders or Chesapeake s shareholders to approve the proposals required to complete the merger, WildHorse and Chesapeake, as applicable, may be required to reimburse the other party for its transaction expenses in an amount equal to $35 million, in the case of WildHorse s expenses, and $25 million, in the case of Chesapeake s expenses. For a description of these circumstances, see the section entitled *The Merger Agreement Termination* beginning on page 171. In addition, any delay in completing the merger may significantly reduce the synergies and other benefits that Chesapeake and WildHorse expect to achieve if they successfully complete the merger within the expected timeframe and integrate their respective businesses.

Current Chesapeake shareholders will have a reduced ownership and voting interest in Chesapeake after the merger compared to their current ownership and will exercise less influence over management.

Currently, Chesapeake shareholders have the right to vote in the election of the Chesapeake board of directors and on other matters requiring shareholder approval under Oklahoma law and the Chesapeake charter and bylaws. Based on the number of issued and outstanding shares of Chesapeake and WildHorse common stock as of November 29, 2018, including the WildHorse preferred stock on an as-converted basis, and the exchange ratios as set forth in the merger agreement, after giving effect to the elections made in the voting agreements and assuming all the remaining WildHorse stockholders elect solely the mixed consideration or the share consideration, immediately after the merger is completed, it is expected that, on a fully-diluted basis, current Chesapeake shareholders will collectively own approximately 56% or 55%, respectively, and current WildHorse stockholders will collectively own approximately 44% or 45%, respectively, of the outstanding shares of Chesapeake common stock (without giving effect to any shares of Chesapeake common stock held by WildHorse stockholders prior to the merger, if any). As a result of the merger, current Chesapeake shareholders will own a smaller percentage of the combined company than they currently own of Chesapeake, and as a result will have less influence on the management and policies of Chesapeake post-merger than they now have on the management and policies of Chesapeake. In addition, Chesapeake may issue additional equity from time to time.

The merger is subject to the receipt of approvals, consents or clearances from regulatory authorities, including the HSR Act approval, that may impose conditions that could have an adverse effect on Chesapeake or WildHorse or, if not obtained, could prevent completion of the transactions.

Completion of the merger is conditioned upon the receipt of certain governmental approvals, including the HSR Act approval. The parties received early termination of the HSR Act waiting period on November 30, 2018. Although each party has agreed to use its reasonable best efforts to obtain the requisite governmental approvals, there can be no assurance that these approvals will be obtained and that the other conditions to completing the merger will be satisfied. In addition, the governmental authorities from which the regulatory approvals are required may impose conditions on the completion of the merger or require changes to the terms of the merger or other agreements to be entered into in connection with the merger agreement. Under the terms of the merger agreement, Chesapeake has agreed to use its reasonable best efforts to take such action necessary to avoid, resist or resolve such action taken by governmental authorities. However, under the terms of the merger agreement, Chesapeake will not be required to (i) defend, commence or threaten any lawsuit, (ii) take any action that limits in any respect its freedom of action with respect to any assets of Chesapeake or WildHorse, (iii) extend any antitrust waiting period or (iv) otherwise agree to any restrictions on the businesses of Chesapeake or WildHorse. Chesapeake and WildHorse cannot provide any assurance that these approvals will be obtained or that there will not be any adverse consequences to Chesapeake s or WildHorse s business resulting from the failure to obtain these governmental approvals or from conditions that could be imposed in connection with obtaining these governmental approvals.

Completion of the merger is also conditioned upon the authorization for listing of Chesapeake common stock to be issued in connection with the merger on the NYSE. Although Chesapeake has agreed to take all action necessary to

obtain the requisite stock exchange approval, there can be no assurance that such approval will be obtained or that the other conditions to completing the merger will be satisfied.

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Such conditions or changes and the process of obtaining regulatory approvals could have the effect of delaying or impeding consummation of the transaction or of imposing additional costs or limitations on Chesapeake or WildHorse following completion of the merger, any of which might have an adverse effect on Chesapeake or WildHorse following completion of the merger and may diminish the anticipated benefits of the merger. For additional information about the regulatory approval process, see *The Merger Agreement Conditions to the Completion of the Merger* and *The Merger Agreement HSR and Other Regulatory Approvals*.

Chesapeake and WildHorse will be subject to business uncertainties while the merger is pending, which could adversely affect their respective businesses.

In connection with the pendency of the merger, it is possible that certain persons with whom Chesapeake and WildHorse have a business relationship may delay or defer certain business decisions or might decide to seek to terminate, change or renegotiate their relationships with Chesapeake or WildHorse, as the case may be, as a result of the merger, which could negatively affect Chesapeake s or WildHorse s revenues, earnings and cash flows, as well as the market price of Chesapeake s or WildHorse s respective common stock, regardless of whether the merger is completed.

Under the terms of the merger agreement, each of Chesapeake and WildHorse are subject to certain restrictions on the conduct of its business prior to the effective time, which may adversely affect its ability to execute certain of its business strategies. Limitations on WildHorse include, among other things, the ability to issue capital stock, make distributions, modify or enter into material contracts, acquire or dispose of assets, hire or terminate certain key employees, incur indebtedness, incur encumbrances or incur capital expenditures, in each case, subject to certain exceptions set forth in the merger agreement. Limitations on Chesapeake include, among other things, the ability to issue capital stock, make distributions, incur indebtedness and the ability to acquire other businesses, in each case, subject to certain exceptions set forth in the merger agreement. Such limitations could negatively affect Chesapeake s or WildHorse s businesses and operations prior to the completion of the transactions. For a description of the restrictive covenants to which Chesapeake and WildHorse are subject, see the section entitled *The Merger Agreement Interim Operations of WildHorse and Chesapeake Pending the Merger* beginning on page 148.

The merger agreement contains provisions that limit WildHorse s and Chesapeake s ability to pursue alternatives to the merger, could discourage a potential competing acquiror of WildHorse or Chesapeake from making a favorable alternative transaction proposal and, in specified circumstances, could require WildHorse or Chesapeake to pay the other party a termination fee.

The merger agreement contains certain provisions that restrict WildHorse s and Chesapeake s ability to initiate, solicit or knowingly encourage or knowingly facilitate any inquiries, proposals, or offers regarding, or the making of a competing proposal, engage in any discussions or negotiations with respect to a competing proposal or furnish any non-public information or access to its assets to any person in connection with a competing proposal, or enter into any letter of intent or agreement in principle concerning a competing proposal. Further, even if the WildHorse board or the Chesapeake board changes, withdraws, modifies, or qualifies its recommendation with respect to the WildHorse merger proposal or the Chesapeake issuance proposal, as applicable, unless the merger agreement has been terminated in accordance with its terms, both parties will still be required to submit the WildHorse merger proposal and the Chesapeake proposals, as applicable, to a vote at its special meeting. In addition, the other party generally has an opportunity to offer to modify the terms of the transactions contemplated by the merger agreement in response to any third-party alternative transaction proposal before a party s board of directors may change, withdraw, modify, or qualify its recommendation with respect to the WildHorse merger proposal or the Chesapeake issuance proposal, as applicable. In some circumstances, upon termination of the merger agreement, WildHorse or Chesapeake will be required to pay a termination fee of $85 million or $120 million, respectively, to the other party.

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These provisions could discourage a potential third-party acquiror or merger partner that might have an interest in acquiring all or a significant portion of WildHorse or Chesapeake or pursuing an alternative transaction with either entity from considering or proposing such a transaction. In WildHorse s case, the provisions could discourage a potential third-party acquiror or merger partner that was prepared to pay consideration with a higher per share price than the per share price proposed to be received in the merger, or might result in a potential third-party acquiror or merger partner proposing to pay a lower per share price than it might otherwise have proposed to pay because of the added expense of the termination fee that is payable in certain circumstances.

For additional information, see the sections entitled *The Merger Agreement No Solicitation; Changes of Recommendation* and *The Merger Agreement Termination* beginning on pages 154 and 171.

Uncertainties associated with the merger may cause a loss of management personnel and other key employees, which could adversely affect the future business and operations of the combined company.

Whether or not the merger is completed, the announcement and pendency of the merger could disrupt the businesses of Chesapeake or WildHorse. Chesapeake and WildHorse are dependent on the experience and industry knowledge of their senior management and other key employees to execute their business plans. Chesapeake s success after the merger will depend in part upon the ability of Chesapeake and WildHorse to retain key management personnel and other key employees in advance of the merger, and of the combined company s ability to do so following the merger. Current and prospective employees of Chesapeake and WildHorse may experience uncertainty about their roles within the combined company following the merger, which may have an adverse effect on the current ability of each of Chesapeake and WildHorse to attract or retain key management and other key personnel or the ability of the combined company to do so following the merger.

No assurance can be given that the combined company will be able to attract or retain key management personnel and other key employees of Chesapeake and WildHorse to the same extent that such companies have previously been able to attract or retain employees. In addition, following the merger, Chesapeake might not be able to locate suitable replacements for any such key employees who leave Chesapeake or WildHorse or offer employment to potential replacements on satisfactory terms.

Directors and executive officers of Chesapeake and WildHorse may have interests in the merger that are different from, or in addition to, the interests of Chesapeake s shareholders and WildHorse s stockholders.

Chesapeake s directors and executive officers and WildHorse s directors and executive officers have interests in the merger that may be different from, or in addition to, the interests of Chesapeake s shareholders and WildHorse stockholders generally. The interests of Chesapeake s directors and executive officers include, but are not limited to, the vesting of certain unvested account balances and enhanced benefits upon a qualifying termination of employment that occurs in connection with the merger. The interests of WildHorse s directors and executive officers include, among others, the treatment of outstanding equity and equity-based awards pursuant to the merger agreement, potential severance and other benefits upon a qualifying termination in connection with the merger, and rights to ongoing indemnification and insurance coverage.

The Chesapeake board was aware of these interests at the time it approved the merger agreement, including the merger. If you are a Chesapeake shareholder, these interests may cause Chesapeake s directors and executive officers to view the Chesapeake issuance proposal differently and more favorably than you may view it. These interests are described in more detail in the section entitled *The Merger Interests of Chesapeake Directors and Executive Officers in the Merger* beginning on page 131.

The WildHorse board was aware of these interests at the time it approved the merger agreement, including the merger. If you are a WildHorse stockholder, these interests may cause WildHorse s directors and executive officers to view the merger proposal differently and more favorably than you may view it. These interests are

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described in more detail in the section entitled *The Merger Interests of WildHorse Directors and Executive Officers in the Merger* beginning on page 134.

Chesapeake and WildHorse will incur significant transaction and merger-related costs in connection with the merger, which may be in excess of those anticipated by Chesapeake or WildHorse.

Each of Chesapeake and WildHorse has incurred and expects to continue to incur a number of non-recurring costs associated with the merger, many of which are payable regardless of whether or not the merger is completed. These fees and costs have been, and will continue to be, substantial. These costs include, among others, employee retention costs, fees paid to legal, accounting and financial advisors, severance and benefit costs, fees related to regulatory filings and notices, filing fees and printing and mailing fees. Chesapeake and WildHorse will also incur transaction fees and costs related to the integration of the companies, which may be substantial. Moreover, each company may incur additional unanticipated expenses in connection with the merger and the integration, including costs associated with any shareholder litigation related to the merger.

The costs described above, as well as other unanticipated costs and expenses, could have an adverse effect on the financial condition and operating results of Chesapeake, WildHorse or, following the completion of the merger, the combined company.

Completion of the merger may trigger change in control or other provisions in certain agreements to which WildHorse is a party.

The completion of the transactions may trigger change in control or other provisions in certain agreements to which WildHorse is a party. For a description of the treatment of WildHorse s indebtedness in the merger, see *Chesapeake expects to refinance substantial indebtedness of WildHorse in connection with the merger, which combined with Chesapeake s current debt may limit its financial flexibility and adversely affect its financial results* and *The Merger Agreement Treatment of Indebtedness* beginning on pages 50 and 139, respectively. If Chesapeake and WildHorse are unable to negotiate waivers of the change in control and other provisions in certain other agreements, the counterparties to those agreements may exercise their rights and remedies under the agreements, potentially terminating the agreements or seeking monetary damages. Even if Chesapeake and WildHorse are able to negotiate waivers, the counterparties may require a fee for such waivers or seek to renegotiate the agreements on terms less favorable to WildHorse.

Chesapeake expects to refinance substantial indebtedness of WildHorse in connection with the merger, which combined with Chesapeake s current debt may limit its financial flexibility and adversely affect its financial results.

As of September 30, 2018, WildHorse s outstanding debt, which as of September 30, 2018 was approximately $1.10 billion and consisted of amounts outstanding under WildHorse s senior notes and revolving credit facility. As of September 30, 2018, and pro forma for the receipt of proceeds from the Utica Shale divestiture on October 29, 2018 and the redemption of Chesapeake s 8.00% Senior Secured Second Lien Notes due 2022 (the Second Lien Notes) on November 28, 2018, Chesapeake had approximately $8.1 billion of outstanding indebtedness, consisting of amounts outstanding under its senior notes and revolving credit facility. On November 28, 2018, Chesapeake redeemed approximately $1.4 billion of the Second Lien Notes. Chesapeake continues to review the treatment of its and WildHorse s existing indebtedness and Chesapeake may seek to repay, refinance, repurchase, redeem, exchange or otherwise terminate its or WildHorse s existing indebtedness prior to, in connection with or following the completion of the merger. If Chesapeake does seek to refinance its or WildHorse s existing indebtedness, there can be no guarantee that Chesapeake would be able to execute the refinancing on favorable terms or at all. Assuming Chesapeake does not repay, repurchase, redeem, exchange or otherwise terminate any of its or WildHorse s existing indebtedness,

immediately following the completion of the merger, Chesapeake is expected to have outstanding indebtedness of approximately $9.2 billion, based on Chesapeake s pro forma outstanding indebtedness as of September 30, 2018, and the outstanding indebtedness of

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WildHorse as of September 30, 2018. Additionally, Chesapeake may, in certain circumstances, under the merger agreement, incur additional debt.

Any increase in Chesapeake s indebtedness could have adverse effects on its financial condition and results of operations, including:

- increasing the difficulty of Chesapeake to satisfy its obligations with respect to its debt obligations, including any repurchase obligations that may arise thereunder;
- diverting a significant portion Chesapeake s cash flows to service its indebtedness, which could reduce the funds available to it for operations and other purposes;
- increasing Chesapeake s vulnerability to general adverse economic and industry conditions, economic downturns and adverse developments in its business;
- placing Chesapeake at a competitive disadvantage compared to its competitors that are less leveraged and, therefore, may be able to take advantage of opportunities that Chesapeake would be unable to pursue due to its level of indebtedness;
- limiting Chesapeake s ability to access the capital markets to raise capital on favorable terms;
- impairing Chesapeake s ability to obtain additional financing in the future for working capital, capital expenditures, acquisitions, general corporate or other purposes; and
- increasing Chesapeake s vulnerability to interest rate increases, as its borrowings under its revolving credit facility and its outstanding floating rate senior notes are at variable interest rates.

A high level of indebtedness increases the risk that Chesapeake may default on its debt obligations. Chesapeake s ability to meet its debt obligations and to reduce its level of indebtedness depends on its future performance. Chesapeake s future performance depends on many factors independent of the merger, some of which are beyond its control, such as general economic conditions and oil and natural gas prices. Chesapeake may not be able to generate sufficient cash flows to pay the interest on its debt, and future working capital, borrowings or equity financing may not be available to pay or refinance such debt.

Investigations regarding the merger could result in one or more lawsuits against the WildHorse board and/or WildHorse, and other lawsuits may be filed against WildHorse, Chesapeake and/or their respective boards challenging the merger. An adverse ruling in any such lawsuit may prevent the merger from being completed.

Following the public announcement of the merger, investigations were launched by several law firms generally regarding whether the WildHorse board failed to satisfy its duties to its stockholders, including whether the board adequately pursued alternatives to the acquisition and whether the board obtained the best price possible for

WildHorse shares of common stock. There is a possibility that one or more of these investigations could result in a lawsuit against the WildHorse board and/or WildHorse, in addition to the potential complaints discussed below, seeking, among other things, injunctive relief or other equitable relief, including a request to rescind parts of the merger agreement already implemented and to otherwise enjoin the parties from consummating the merger, in addition to other fees and costs.

Chesapeake and WildHorse may be targets of securities class action and derivative lawsuits which could result in substantial costs and may delay or prevent the merger from being completed.

Securities class action lawsuits and derivative lawsuits are often brought against public companies that have entered into merger agreements. Even if such a lawsuit is without merit, defending against these claims can result in substantial costs and divert management time and resources. An adverse judgment could result in monetary damages, which could have a negative impact on Chesapeake s and WildHorse s respective liquidity and financial condition. Lawsuits that may be brought against the parties to the merger agreement or their respective

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directors could also seek, among other things, injunctive relief or other equitable relief, including a request to rescind parts of the merger agreement already implemented and to otherwise enjoin the parties from consummating the merger. If a plaintiff is successful in obtaining an injunction prohibiting completion of the merger, then that injunction may delay or prevent the merger from being completed, which may adversely affect Chesapeake s and WildHorse s respective business, financial position and results of operation.

One of the conditions to the closing of the merger is that no injunction by any court or other tribunal of competent jurisdiction has been entered and continues to be in effect and no law has been adopted or is effective, in either case that prohibits or makes illegal the closing of the merger. Consequently, if a plaintiff is successful in obtaining an injunction prohibiting completion of the merger, then that injunction may delay or prevent the merger from being completed within the expected timeframe or at all, which may adversely affect Chesapeake s and WildHorse s respective business, financial position and results of operations.

After the merger is completed, WildHorse stockholders will become shareholders of an Oklahoma corporation and have their rights as shareholders governed by Chesapeake s organizational documents and Oklahoma law.

The rights of WildHorse stockholders are currently governed by WildHorse s organizational documents and Delaware law. Upon consummation of the merger, WildHorse stockholders will receive Chesapeake common stock that will be governed by Chesapeake s organizational documents and Oklahoma law. As a result, there will be differences between the rights currently enjoyed by WildHorse stockholders and the rights of WildHorse stockholders post-merger. For a detailed discussion of the differences between rights as a stockholder of WildHorse and rights as a shareholder of Chesapeake, see the section entitled *Comparison of Rights of Shareholders of Chesapeake and Stockholders of WildHorse* beginning on page 200.

The exclusive forum provisions contained in the WildHorse charter could limit the ability of stockholders to obtain a favorable judicial forum for certain disputes with WildHorse or its directors, officers or other employees.

The WildHorse charter provides that unless WildHorse consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of WildHorse, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of WildHorse to WildHorse or its stockholders, (iii) any action asserting a claim against WildHorse, its directors, officers or employees or agents arising pursuant to any provision of the DGCL, the WildHorse charter or bylaws or (iv) any action asserting a claim against WildHorse, its directors, officers or employees or agents governed by the internal affairs doctrine, except as to each of (i) through (iv) above, for any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery, which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or over which the Court of Chancery does not have subject matter jurisdiction. The WildHorse charter further provides that any person or entity purchasing or otherwise acquiring any interest in share of capital stock of WildHorse shall be deemed to have notice of and to have consented to these provisions. Such provisions may limit a stockholder s ability to bring a claim in a judicial forum that such stockholder may find favorable for disputes with WildHorse or its directors, officers or other employees and may discourage lawsuits with respect to such claims. Further, it is possible that a court could rule that such provisions are inapplicable or unenforceable, in which case WildHorse may incur additional costs associated with resolving such disputes in other jurisdictions, which could have an adverse impact on WildHorse s business and financial condition. The exclusive forum provisions of the WildHorse charter, however, do not apply to claims arising under the federal securities laws.

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If the integrated mergers, taken together, do not qualify as a reorganization under Section 368(a) of the Code, the stockholders of WildHorse may be required to pay substantial U.S. federal income taxes.

It is a condition to the respective obligations of Chesapeake and WildHorse to complete the merger that each has received an opinion from its tax counsel, dated as of the closing date of the merger, to the effect that the integrated mergers, taken together, will be treated as a reorganization within the meaning of Section 368(a) of the Code, for U.S. federal income tax purposes. These opinions will be based on customary assumptions and representations contained in tax certificates from each of Chesapeake and WildHorse. If any of the assumptions or representations is or becomes incorrect, incomplete, inaccurate or is violated, the validity of the opinions may be affected, and the U.S. federal income tax consequences of the integrated mergers could differ materially from the treatment described in the opinions. In addition, an opinion of counsel represents counsel s best legal judgment but is not binding on the Internal Revenue Service (the IRS) or any court, and there can be no assurance that the IRS would not challenge the conclusions reflected in the opinions or that a court would not sustain such a challenge. If the integrated mergers, taken together, do not qualify as a reorganization within the meaning of Section 368(a) of the Code, a holder of WildHorse common stock would recognize taxable gain or loss upon the exchange of WildHorse common stock for the share consideration or the mixed consideration, as applicable, pursuant to the merger. See *Material U.S. Federal Income Tax Consequences of the Integrated Mergers* beginning on page 177.

Risk Factors Relating to Chesapeake Following the Merger

The integration of WildHorse into Chesapeake may not be as successful as anticipated, and Chesapeake may not achieve the intended benefits or do so within the intended timeframe.

The merger involves numerous operational, strategic, financial, accounting, legal, tax and other risks, including potential liabilities associated with the acquired business. Difficulties in integrating WildHorse into Chesapeake, and Chesapeake s ability to manage the combined company, may result in the combined company performing differently than expected, in operational challenges or in the delay or failure to realize anticipated expense-related efficiencies, and could have an adverse effect on the financial condition, results of operations or cash flows on Chesapeake. Potential difficulties that may be encountered in the integration process include, among other factors:

- the inability to successfully integrate the businesses of WildHorse into Chesapeake, operationally and culturally, in a manner that permits Chesapeake to achieve the full revenue and cost savings anticipated from the merger;
- complexities associated with managing a larger, more complex, integrated business;
- complexities resulting from the different accounting methods of Chesapeake and WildHorse;
- not realizing anticipated operating synergies;
- the inability to retain key employees and otherwise integrate personnel from the two companies and the loss of key employees;

potential unknown liabilities and unforeseen expenses, delays or regulatory conditions associated with the merger;

difficulty or inability to refinance the debt of the combined company or comply with the covenants thereof;

integrating relationships with customers, vendors and business partners;

performance shortfalls at one or both of the companies as a result of the diversion of management s attention caused by completing the merger and integrating WildHorse s operations into Chesapeake; and

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the disruption of, or the loss of momentum in, each company s ongoing business or inconsistencies in standards, controls, procedures and policies.

Additionally, the success of the merger will depend, in part, on Chesapeake s ability to realize the anticipated benefits and cost savings from combining Chesapeake s and WildHorse s businesses, including operational and other synergies that Chesapeake believes the combined company will achieve, discussed in more detail under the heading *The Merger Recommendation of Chesapeake Board of Directors and Chesapeake s Reasons for the Merger*. The anticipated benefits and cost savings of the merger may not be realized fully or at all, may take longer to realize than expected or could have other adverse effects that Chesapeake does not currently foresee. Some of the assumptions that Chesapeake has made, such as the achievement of operating synergies, may not be realized.

Chesapeake s results may suffer if it does not effectively manage its expanded operations following the merger.

Following completion of the merger, the size of the business of Chesapeake will increase significantly beyond the current size of Chesapeake s existing business. Chesapeake s future success will depend, in part, on its ability to manage this expanded business, which poses numerous risks and uncertainties, including the need to integrate the operations and business of WildHorse into its existing business in an efficient and timely manner, to combine systems and management controls and to integrate relationships with customers, vendors and business partners. Failure to successfully manage the combined company may have an adverse effect on Chesapeake s financial condition, results of operations or cash flows.

The unaudited pro forma financial statements are presented for illustrative purposes only and are not an indication of the combined company s financial condition or results of operations following the merger.

The unaudited pro forma financial statements contained in this joint proxy statement/prospectus are presented for illustrative purposes only and are not an indication of what the combined company s financial condition or results of operations will be following the merger. The actual financial positions and results of operations of the combined company following the merger may be different, possibly materially, from the unaudited pro forma financial statements included in this joint proxy statement/prospectus for several reasons. The unaudited pro forma financial statements have been derived from the historical financial statements of Chesapeake and WildHorse and certain adjustments and assumptions have been made regarding the combined company after giving effect to the merger. The information upon which these adjustments and assumptions have been made is preliminary, and these kinds of adjustments and assumptions are difficult to make with complete accuracy. Moreover, the unaudited pro forma financial statements do not reflect all costs that are expected to be incurred by the combined company in connection with the merger. For example, the impact of any incremental costs incurred in integrating the two companies is not reflected in the unaudited pro forma financial statements. Additionally, the unaudited pro forma financial statements do not reflect the effect of any potential divestitures or refinancings of WildHorse s debt that may occur prior to or subsequent to the completion of the merger. Other factors may affect the combined company s financial conditions or results of operations following the merger as well. As a result, the actual financial condition and results of operations of the combined company following the merger may not be consistent with, or evident from, these unaudited pro forma financial statements. Any potential decline in the combined company s financial condition or results of operations may cause significant variations in the stock price of Chesapeake s common stock following the merger. For additional information, see the section entitled *Unaudited Pro Forma Condensed Combined Financial Statements* beginning on page 182.

Sales of substantial amounts of Chesapeake common stock in the open market, by former WildHorse stockholders or otherwise, could depress Chesapeake s stock price.

Former WildHorse stockholders and current Chesapeake shareholders may not wish to continue to invest in the additional operations of the combined company, or for other reasons may wish to dispose of some or all of

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their interests in the combined company, and as a result may seek to sell their shares of Chesapeake common stock. Shares of Chesapeake common stock that are issued to current holders of WildHorse common stock in the merger will be freely tradable by such shareholders without restrictions or further registration under the Securities Act, provided, however, that any shareholders who are affiliates of Chesapeake will be subject to the resale restrictions of Rule 144 under the Securities Act and provided further, that certain WildHorse stockholders are subject to certain lockup restrictions as described in more detail in the section entitled *The Merger Agreement Voting and Support Agreements*. In connection with the execution of the merger agreement, on October 29, 2018, the NGP stockholders and the Carlyle stockholder (the holders), entered into a Registration Rights Agreement (the registration rights agreement) with Chesapeake. Pursuant to the registration rights agreement, Chesapeake has agreed to register the sale of shares of Chesapeake common stock held by the holders under certain circumstances. These sales (or the perception that these sales may occur), coupled with the increase in the outstanding number of shares of Chesapeake common stock, may affect the market for, and the market price of, Chesapeake common stock in an adverse manner. Based on the number of shares of WildHorse common stock outstanding as of November 29, 2018, the number of outstanding WildHorse restricted stock currently estimated to be payable in Chesapeake common stock following the merger, the exchange ratio as set forth in the merger agreement, after giving effect to the elections made in the voting agreements and assuming all the remaining WildHorse stockholders elect solely the mixed consideration or the share consideration, current Chesapeake shareholders will collectively own approximately 56% or 55%, respectively, and current WildHorse stockholders will collectively own approximately 44% or 45%, respectively, of the outstanding shares of Chesapeake common stock. As of the date of this joint proxy statement/prospectus, Chesapeake had approximately shares of common stock issued and outstanding and approximately shares of common stock reserved for issuance.

If the merger is completed and shareholders of Chesapeake, including former WildHorse stockholders, sell substantial amounts of Chesapeake common stock in the public market following the closing of the merger, the market price of Chesapeake common stock may decrease. These sales might also make it more difficult for Chesapeake to raise capital by selling equity or equity-related securities at a time and price that it otherwise would deem appropriate.

The merger may not be accretive, and may be dilutive, to Chesapeake s earnings per share, which may negatively affect the market price of Chesapeake common stock.

Because shares of Chesapeake common stock will be issued in the merger, it is possible that the merger may be dilutive to Chesapeake s earnings per share, which could negatively affect the market price of Chesapeake common stock.

In connection with the completion of the merger, the two largest stockholders of WildHorse, who together own approximately 66% of WildHorse common stock on an as-converted basis, have agreed to accept consideration of $3.00 per share of cash and 5.336 shares of Chesapeake common stock in exchange for each share of WildHorse common stock. The other WildHorse stockholders will have a choice of receiving a combination of $3.00 per share in cash and 5.336 shares of Chesapeake common stock, or 5.989 shares of Chesapeake common stock, for each share of WildHorse common stock. As a result, based on the number of issued and outstanding shares of WildHorse common stock as of November 29, 2018, Chesapeake will issue up to 744,247,773 shares of common stock. The issuance of these new shares of Chesapeake common stock could have the effect of depressing the market price of shares of Chesapeake common stock, through dilution of earnings per share or otherwise. Any dilution of, or delay of any accretion to, Chesapeake s earnings per share could cause the price of shares of Chesapeake common stock to decline or increase at a reduced rate.

The market price of Chesapeake common stock will continue to fluctuate after the merger, and may decline if the benefits of the merger do not meet the expectations of financial analysts.

Upon completion of the merger, holders of WildHorse common stock will become holders of shares of Chesapeake common stock. The market price of Chesapeake common stock may fluctuate significantly

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following completion of the merger, including if Chesapeake does not achieve the perceived benefits of the merger as rapidly, or to the extent anticipated by, financial analysts or the effect of the merger on Chesapeake s financial results is not consistent with the expectations of financial analysts. If the price of Chesapeake s common stock decreases after the merger, holders of WildHorse common stock will lose some or all of the value of their investment in Chesapeake common stock. In addition, the stock market has experienced significant price and volume fluctuations in recent times which, if they continue to occur, could have a material adverse effect on the market for, or liquidity of, the Chesapeake common stock, regardless of Chesapeake s actual operating performance.

The market price of Chesapeake common stock may be affected by factors different from those that historically have affected WildHorse common stock.

Upon completion of the merger, holders of WildHorse common stock who receive merger consideration will become holders of Chesapeake common stock. The businesses of Chesapeake differ from those of WildHorse in certain respects, and, accordingly, the financial position or results of operations and/or cash flows of Chesapeake after the merger, as well as the market price of Chesapeake common stock, may be affected by factors different from those currently affecting the financial position or results of operations and/or cash flows of WildHorse. Following the completion of the merger, WildHorse will be part of a larger company, so decisions affecting WildHorse may be made in respect of the larger combined business as a whole rather than the WildHorse businesses individually. For a discussion of the businesses of Chesapeake and WildHorse and of some important factors to consider in connection with those businesses, see the section entitled *Information About the Companies* and the documents incorporated by reference in the section entitled *Where You Can Find More Information* and *Information Incorporated by Reference* beginning on pages 61, 215 and 215, respectively, including, in particular, in the sections entitled *Risk Factors* in each of Chesapeake s and WildHorse s Annual Report on Form 10-K for the year ended December 31, 2017 and subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K.

Following the completion of the merger, Chesapeake may incorporate WildHorse s hedging activities into Chesapeake s business, and Chesapeake may be exposed to additional commodity price risks arising from such hedges.

To mitigate its exposure to changes in commodity prices, WildHorse hedges oil, natural gas liquids and natural gas prices from time to time, primarily through the use of certain derivative commodity instruments. If Chesapeake assumes existing WildHorse hedges, Chesapeake will bear the economic impact of all of WildHorse s current hedges following the completion of the merger. Actual crude oil, natural gas and natural gas liquids prices may differ from the combined company s expectations and, as a result, such hedges could have a negative impact on Chesapeake s business. In addition, the merger agreement requires Chesapeake to enter into certain hedge agreements within specific periods of time, as further described in the section entitled *The Merger Agreement Chesapeake Hedge Agreements* on page 169.

The combined company may record goodwill and other intangible assets that could become impaired and result in material non-cash charges to the results of operations of the combined company in the future.

The merger will be accounted for as an acquisition by Chesapeake in accordance with accounting principles generally accepted in the United States (referred to as GAAP). Under the acquisition method of accounting, the assets and liabilities of WildHorse and its subsidiaries will be recorded, as of completion, at their respective fair values and added to those of Chesapeake. The reported financial condition and results of operations of Chesapeake for periods after completion of the merger will reflect WildHorse balances and results after completion of the merger but will not be restated retroactively to reflect the historical financial position or results of operations of WildHorse and its subsidiaries for periods prior to the merger. For additional information, see the section entitled *Unaudited Pro Forma*

Condensed Combined Financial Statements beginning on page 182.

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Under the acquisition method of accounting, the total purchase price will be allocated to WildHorse s tangible assets and liabilities and identifiable intangible assets based on their fair values as of the date of completion of the merger. The excess of the purchase price over those fair values, if any, will be recorded as goodwill. To the extent the value of any goodwill or intangibles becomes impaired, the combined company may be required to incur material non-cash charges relating to such impairment. The combined company s operating results may be significantly impacted from both the impairment and the underlying trends in the business that triggered the impairment.

The issuance of Chesapeake common stock to stockholders of WildHorse as well as other stock transactions can lead to an ownership change under Section 382 of the Code.

Chesapeake s ability to utilize U.S. net operating loss carryforwards to reduce future taxable income is subject to various limitations under the Code. The utilization of such carryforwards may be limited under Section 382 of the Code upon the occurrence of ownership changes resulting from issuances of Chesapeake stock or the sale or exchange of Chesapeake stock by certain shareholders if, as a result, there is a cumulative change of more than 50% in the beneficial ownership of Chesapeake stock during any three-year period. For this purpose, stock includes certain preferred stock. In the event of such an ownership change, Section 382 of the Code imposes an annual limitation on the amount of loss carryforwards that can be used by Chesapeake to offset its taxable income. The limitation is generally equal to the product of (a) the fair market value of Chesapeake equity multiplied by (b) the long-term tax-exempt rate in effect for the month in which an ownership change occurs. In addition, if Chesapeake is in a net unrealized built-in gain position at the time of an ownership change, then the limitation is increased if there are recognized built-in gains during any post-change year, but only to the extent of any net unrealized built-in gains inherent in the assets sold. If Chesapeake is in a net unrealized built-in loss position at the time of an ownership change, then the limitation may apply to tax attributes other than just loss carryforwards, such as depreciable basis. Some states impose similar limitations on tax attribute utilization upon experiencing an ownership change. Chesapeake does not believe it has a Section 382 limitation on the ability to utilize its U.S. loss carryforwards as of September 30, 2018 and does not expect an ownership change to occur as a result of the merger based on information known today. However, issuances, sales and/or exchanges of Chesapeake stock (including, potentially, relatively small transactions and transactions beyond Chesapeake s control) occurring after September 30, 2018, taken together with prior transactions with respect to Chesapeake stock and the merger, could trigger an ownership change under Section 382 of the Code and therefore a limitation on Chesapeake s ability to utilize its U.S. loss carryforwards. Any such limitation could cause some of such loss carryforwards to expire before Chesapeake would be able to utilize them to reduce taxable income in future periods, possibly resulting in a substantial income tax expense or write down of Chesapeake s tax assets or both.

If Chesapeake s shareholders do not approve the Chesapeake authorized shares proposal, Chesapeake will issue substantially all of its available authorized shares of common stock in connection with the completion of the merger, and the combined company will be limited in its ability to raise equity by issuing additional shares of common stock unless its shareholders approve an amendment to its certificate of incorporation to increase the number of authorized shares of common stock.

If Chesapeake s shareholders do not approve the Chesapeake authorized shares proposal, the combined company will continue to have 2,000,000,000 authorized shares of common stock. As of November 29, 2018, Chesapeake had an aggregate of 1,241,827,605 shares of common stock issued and outstanding or reserved for issuance. Upon the completion of the merger, Chesapeake would issue up to 744,247,773 shares of common stock to WildHorse stockholders, resulting in 1,986,075,378 shares of common stock issued and outstanding or reserved for issuance, which represents approximately 99.3% of Chesapeake s authorized shares of common stock. The number of shares of Chesapeake common stock that would be issued to WildHorse stockholders is based on the estimated maximum number of shares of WildHorse common stock that may be exchanged or converted for shares of Chesapeake common

stock, which is equal to 134,395,956 (which is calculated based on the sum of (a) 101,993,897 shares of WildHorse common stock outstanding as of November 29, 2018, which includes 2,348,605 shares of restricted WildHorse common stock granted pursuant to the WildHorse stock plan,

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and (b) 32,402,059 shares of WildHorse common stock, which, as of November 29, 2018, represents the number of shares of WildHorse common stock that 435,000 shares of WildHorse preferred stock outstanding as of November 29, 2018 are convertible into). If Chesapeake s shareholders do not approve the Chesapeake authorized shares proposal, the combined company would have 13,924,622 authorized shares of common stock available for issuance following the completion of the merger and would be severely limited in its ability to raise equity by issuing additional shares of common stock or other securities that are convertible to common stock, providing equity incentives to employees, officers, directors, consultants or advisors, unless it first obtains approval from its shareholders to amend its charter to increase the number of authorized shares of common stock. No assurance can be given that the combined company s shareholders will approve an increase in the number of authorized shares of common stock and, even if they approve such an increase, that the combined company will be able to raise equity by issuing additional shares of common stock. If the combined company is unable to raise equity by issuing additional shares of common stock, it could have a material adverse effect on the combined company s business, financial condition, results of operations, cash flows and liquidity.

Risks Relating to Chesapeake s Business

You should read and consider risk factors specific to Chesapeake s businesses that will also affect the combined company after the completion of the merger. These risks are described in Part I, Item 1A of Chesapeake s Annual Report on Form 10-K for the fiscal year ended December 31, 2017 and in Part II, Item 1A of Chesapeake s Quarterly Report on Form 10-Q for the quarter ended September 30, 2018, and in other documents that are incorporated by reference herein. For the location of information incorporated by reference in this joint proxy statement/prospectus, see the sections entitled *Where You Can Find More Information* and *Information Incorporated by Reference*, each beginning on page 215.

Risks Relating to WildHorse s Business

You should read and consider risk factors specific to WildHorse s businesses that will also affect the combined company after the completion of the merger. These risks are described in Part I, Item 1A of WildHorse s Annual Report on Form 10-K for the fiscal year ended December 31, 2017 and in Part II, Item 1A of WildHorse s Quarterly Report on Form 10-Q for the quarter ended September 30, 2018, and in other documents that are incorporated by reference herein. For the location of information incorporated by reference in this joint proxy statement/prospectus, see the sections entitled *Where You Can Find More Information* and *Information Incorporated by Reference*, each beginning on page 215.

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This joint proxy statement/prospectus, and the documents to which WildHorse and Chesapeake refer you in this joint proxy statement/prospectus, as well as oral statements made or to be made by WildHorse and Chesapeake, include certain forward-looking statements intended to be subject to the safe harbor provisions provided by Section 27A of the Securities Act, Section 21E of the Exchange Act, and the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical fact, included in this joint proxy statement/prospectus about the benefits of the proposed transaction, WildHorse s and Chesapeake s plans, objectives, expectations and intentions, the expected timing of completion of the transaction, and other statements that are not historical facts are forward-looking statements. Such statements are subject to numerous assumptions, risks, and uncertainties. Words such as expect, estimate, target, project, predict, believe, expect, anticipate, potential, create, intend, could, m guidance, look, outlook, goal, future, assume, forecast, build, focus, work, continue or the neg other variations thereof and words and terms of similar substance used in connection with any discussion of future plans, actions, or events, or future or conditional verbs such as will, may, might, should, would, could, or similar variations, identify forward-looking statements. However, the absence of these words does not mean that the statements are not forward-looking. These forward-looking statements include, but are not limited to, statements regarding the merger, pro forma descriptions of the combined company and its operations, integration and transition plans, synergies, opportunities and anticipated future performance. While there is no assurance that any list of risks and uncertainties is complete, below are certain factors which could cause actual results to differ materially from those contained or implied in the forward-looking statements:

- the risk that the merger agreement may be terminated in accordance with its terms and that the merger may not be completed;
- the possibility that Chesapeake shareholders may not approve the Chesapeake proposals;
- the possibility that WildHorse stockholders may not approve the merger proposal;
- the risk that the parties may not be able to satisfy the conditions to the completion of the merger in a timely manner or at all;
- the risk that the merger may not be accretive, and may be dilutive, to Chesapeake s earnings per share, which may negatively affect the market price of Chesapeake shares;
- the possibility that Chesapeake and WildHorse will incur significant transaction and other costs in connection with the merger, which may be in excess of those anticipated by Chesapeake or WildHorse;
- the risk that the combined company may be unable to achieve operational or corporate synergies or that it may take longer than expected to achieve those synergies;

the risk that Chesapeake may fail to realize other benefits expected from the merger;

the risk of any litigation relating to the merger;

the risk that any announcements relating to, or the completion of, the merger could have adverse effects on the market price of Chesapeake common stock;

the risk related to disruption of management time from ongoing business operations due to the merger;

the risk that the merger and its announcement and/or completion could have an adverse effect on the ability of Chesapeake and WildHorse to retain customers and retain and hire key personnel and maintain relationships with their suppliers and customers; and

the risks to their operating results and businesses generally.

Such factors are difficult to predict and, in many cases, may be beyond the control of Chesapeake and WildHorse. Chesapeake s and WildHorse s forward-looking statements are based on assumptions that

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Chesapeake and WildHorse, respectively, believe to be reasonable but that may not prove to be accurate. Consequently, all of the forward-looking statements Chesapeake and WildHorse make in this joint proxy statement/prospectus are qualified by the information contained or incorporated by reference herein, including the information contained under this heading and the information detailed in Chesapeake s Annual Report on Form 10-K for the fiscal year ended December 31, 2017, Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2018, June 30, 2018 and September 30, 2018, Current Reports on Form 8-K and other filings Chesapeake makes with the SEC, which are incorporated herein by reference, and in WildHorse s Annual Report on Form 10-K for the fiscal year ended December 31, 2017, Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2018, June 30, 2018 and September 30, 2018, Current Reports on Form 8-K and other filings WildHorse makes with the SEC, which are incorporated herein by reference. For additional information, see the sections entitled *Risk Factors*, *Where You Can Find More Information* and *Information Incorporated by Reference* beginning on pages 45, 215 and 215, respectively.

All forward-looking statements speak only as of the date they are made and are based on information available at that time. Neither WildHorse nor Chesapeake assumes any obligation to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements were made or to reflect the occurrence of unanticipated events except as required by federal securities laws. As forward-looking statements involve significant risks and uncertainties, caution should be exercised against placing undue reliance on such statements.

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INFORMATION ABOUT THE COMPANIES

Chesapeake Energy Corporation

6100 North Western Avenue

Oklahoma City, Oklahoma 73118

Phone: (405) 848-8000

Chesapeake is an independent exploration and production company engaged in the acquisition, exploration and development of properties for the production of oil, natural gas and NGLs from underground reservoirs. Chesapeake owns a large and geographically diverse portfolio of onshore U.S. unconventional natural gas and liquid assets. Chesapeake has leading positions in the liquids-rich resource plays of the Eagle Ford Shale in South Texas and the Anadarko Basin in northwestern Oklahoma and the stacked pay in the Powder River Basin in Wyoming. Chesapeake s natural gas resource plays are the Marcellus Shale in the northern Appalachian Basin in Pennsylvania and the Haynesville/Bossier Shales in northwestern Louisiana and East Texas.

WildHorse Resource Development Corporation

9805 Katy Freeway, Suite 400

Houston, Texas 77024

Phone: (713) 568-4910

WildHorse is an independent oil and natural gas company focused on the acquisition, exploitation, development and production of oil, natural gas and NGL properties primarily in the Eagle Ford Shale and Austin Chalk in East Texas. WildHorse s assets are characterized by concentrated acreage positions with multiple producing stratigraphic horizons, or stacked pay zones, and attractive single-well rates of return. WildHorse primarily operates in Burleson, Lee and Washington Counties.

Coleburn Inc.

c/o Chesapeake Energy Corporation

6100 North Western Avenue

Oklahoma City, Oklahoma 73118

Phone: (405) 848-8000

Coleburn Inc. is a direct, wholly owned subsidiary of Chesapeake. Upon the completion of the merger, Coleburn Inc. will cease to exist. Coleburn Inc. was incorporated in Delaware on October 19, 2018 for the sole purpose of effecting the merger.

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SPECIAL MEETING OF CHESAPEAKE SHAREHOLDERS

Date, Time and Place

The Chesapeake special meeting will be held on , 2019, at , Central Time, at 6100 North Western Avenue, Oklahoma City, Oklahoma 73118.

Purpose of the Chesapeake Special Meeting

The purpose of the Chesapeake special meeting is to consider and vote on:

- the Chesapeake issuance proposal;
- the Chesapeake board size proposal; and
- the Chesapeake authorized shares proposal.

Chesapeake will transact no other business at the Chesapeake special meeting.

Recommendation of the Chesapeake Board of Directors

The Chesapeake board unanimously recommends that Chesapeake shareholders vote:

- **FOR** the approval of the Chesapeake issuance proposal;
- **FOR** the Chesapeake board size proposal; and
- **FOR** the Chesapeake authorized shares proposal.

For additional information on the recommendation of the Chesapeake board, see the section entitled *The Merger Recommendation of the Chesapeake Board of Directors and Chesapeake Reasons for the Merger* beginning on page 88.

Record Date and Outstanding Shares of Chesapeake Common Stock

Only holders of record of issued and outstanding shares of Chesapeake common stock as of the close of business on , , the record date for the Chesapeake special meeting (which we refer to as the Chesapeake record date), are entitled to notice of, and to vote at, the Chesapeake special meeting or any adjournment or postponement of the Chesapeake special meeting.

As of the close of business on the Chesapeake record date, there were shares of Chesapeake common stock issued and outstanding and entitled to vote at the Chesapeake special meeting. You may cast one vote on each

Chesapeake proposal for each share of Chesapeake common stock that you held as of the close of business on the Chesapeake record date.

A complete list of Chesapeake shareholders entitled to vote at the Chesapeake special meeting will be available for inspection at Chesapeake s principal place of business during regular business hours for a period of no less than ten days before the Chesapeake special meeting and during the Chesapeake special meeting.

Quorum; Abstentions and Broker Non-Votes

A quorum of Chesapeake shareholders is the minimum number of shareholders necessary to hold a valid meeting. The presence at the Chesapeake special meeting, in person or by proxy, of the holders of a majority of the outstanding shares of Chesapeake common stock entitled to vote at the Chesapeake special meeting constitutes a quorum. If you submit a properly executed proxy card, even if you do not vote for any proposal or

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vote to abstain in respect of any proposal, your shares of Chesapeake common stock will be counted for purposes of determining whether a quorum is present for the transaction of business at the Chesapeake special meeting.

Executed but unvoted proxies will be voted in accordance with the recommendations of the Chesapeake board on such proposal.

Required Vote

The Chesapeake issuance proposal. Approval of the Chesapeake issuance proposal requires the affirmative vote of a majority of votes cast by Chesapeake shareholders present in person or by proxy at the Chesapeake special meeting and entitled to vote on such proposal. Abstentions will have the same effect as a vote **AGAINST** the Chesapeake issuance proposal and, assuming a quorum is otherwise established, the failure of any Chesapeake shareholder to vote and broker non-votes will have no effect on the outcome of the vote.

The Chesapeake board size proposal. Approval of the Chesapeake board size proposal requires the affirmative vote of Chesapeake shareholders of at least a majority of the issued and outstanding Chesapeake stock, entitled to vote on such proposal. Abstentions, the failure of any Chesapeake shareholder to vote and broker non-votes will have the same effect as a vote **AGAINST** the Chesapeake board size proposal.

The Chesapeake authorized shares proposal. Approval of the Chesapeake authorized shares proposal requires the affirmative vote of Chesapeake shareholders of at least a majority of the issued and outstanding Chesapeake stock, entitled to vote on such proposal. Abstentions and the failure of any record holder of shares of Chesapeake common stock to vote will have the same effect as a vote **AGAINST** the Chesapeake authorized shares proposal. Because brokers, banks, and other nominees have discretionary authority to vote on the Chesapeake authorized shares proposal, we do not expect broker non-votes in connection with the Chesapeake authorized shares proposal.

Each of the Chesapeake proposals are described in the section entitled *Chesapeake Proposals* beginning on page 67.

Methods of Voting

Chesapeake shareholders, whether holding shares directly as shareholders of record or beneficially in street name, may vote on the Internet by going to the web address provided on the enclosed proxy card and following the instructions for Internet voting, by phone using the toll-free phone number listed on the enclosed proxy card, or by completing, signing, dating and returning the enclosed proxy card in the postage-paid envelope provided.

Chesapeake shareholders of record may vote their shares in person by ballot at the Chesapeake special meeting or by submitting their proxies:

- by phone until 11:59 p.m. Central Time on , 2019;
- by the Internet until 11:59 p.m. Central Time on , 2019; or
- by completing, signing and returning your proxy or voting instruction card via mail. If you vote by mail, your proxy card must be received by 11:59 p.m. Central Time on , .

Chesapeake shareholders who hold their shares in street name by a broker, bank or other nominee should refer to the proxy card, voting instruction form or other information forwarded by their broker, bank or other nominee for instructions on how to vote their shares.

Voting in Person

Shares held directly in your name as shareholder of record may be voted in person at the Chesapeake special meeting. If you choose to vote your shares in person at the Chesapeake special meeting, bring your enclosed

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proxy card and proof of identification. Even if you plan to attend the Chesapeake special meeting, the Chesapeake board recommends that you vote your shares in advance as described below so that your vote will be counted if you later decide not to attend the Chesapeake special meeting.

If you are a beneficial holder, you will receive separate voting instructions from your broker, bank or other nominee explaining how to vote your shares. Please note that if your shares are held in street name by a broker, bank or other nominee and you wish to vote at the Chesapeake special meeting, you will not be permitted to vote in person unless you first obtain a legal proxy issued in your name from the record owner. You are encouraged to request a legal proxy from your broker, bank or other nominee promptly as the process can be lengthy.

Voting by Proxy

Whether you hold your shares of Chesapeake common stock directly as the shareholder of record or beneficially in street name, you may direct your vote by proxy without attending the Chesapeake special meeting. You can vote by proxy by phone, the Internet or mail by following the instructions provided in the enclosed proxy card.

Questions About Voting

If you have any questions about how to vote or direct a vote in respect of your shares of Chesapeake common stock, you may contact Innisfree, Chesapeake s proxy solicitor, toll-free at (877) 825-8621 or, for brokers and banks, collect at (212) 750-5833.

Adjournment

At any meeting at which a quorum of shareholders is present, in person or represented by proxy, the chairman of the meeting or the holders of the majority of shares of Chesapeake common stock present or represented by proxy may adjourn from time to time until its business is completed. At the adjourned meeting, Chesapeake may transact any business which might have been transacted at the original meeting.

In addition, the merger agreement provides that Chesapeake (i) will be required to adjourn or postpone the Chesapeake special meeting, to the extent necessary to ensure that any required supplement or amendment to this joint proxy statement is provided to the Chesapeake s shareholders or if, as of the time for which the Chesapeake special meeting is scheduled, there are insufficient shares of Chesapeake common stock represented (either in person or by proxy) to constitute a quorum necessary to conduct business at such Chesapeake special meeting or (ii) may, and at WildHorse s request will, adjourn or postpone the Chesapeake special meeting if, as of the time for which the Chesapeake special meeting is scheduled, there are insufficient shares of Chesapeake common stock represented (either in person or by proxy) to obtain the approval of the Chesapeake issuance proposal; provided, however, that unless otherwise agreed to by Chesapeake and WildHorse, the Chesapeake special meeting will not be adjourned or postponed to a date that is more than 20 business days after the date for which the Chesapeake special meeting was previously scheduled (it being understood that such Chesapeake special meeting will be adjourned or postponed every time the circumstances described in (i) exist, and such Chesapeake special meeting may be adjourned or postponed every time the circumstances described in the foregoing clause (ii) exist) or to a date on or after two business days prior to the end date termination event as defined under *The Merger Agreement Termination Termination Rights* beginning on page 171). For additional information regarding adjournment, see the section entitled *The Merger Agreement Special Meetings Chesapeake Special Meeting* beginning on page 161.

Revocability of Proxies

If you are a shareholder of record of Chesapeake, whether you vote by phone, the Internet or mail, you can change or revoke your proxy before it is voted at the meeting in one of the following ways:

submit a new proxy card bearing a later date;

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vote again by phone or the Internet at a later time;

give written notice before the meeting to Chesapeake Energy Corporation 6100 North Western Avenue Oklahoma City, OK 73118, Attention: Corporate Secretary, which must be received before your shares are voted at the Chesapeake special meeting; or

attend the Chesapeake special meeting and vote your shares in person. Please note that your *attendance* at the meeting will not alone serve to revoke your proxy.

Proxy Solicitation Costs

The enclosed proxy card is being solicited by Chesapeake and the Chesapeake board. In addition to solicitation by mail, Chesapeake s directors, officers and employees may solicit proxies in person, by phone or by electronic means. These persons will not be specifically compensated for conducting such solicitation.

Chesapeake and WildHorse have retained Innisfree to assist in the solicitation process. Chesapeake will pay Innisfree, on behalf of itself and WildHorse, a fee of approximately $50,000, as well as reasonable and documented out-of-pocket expenses. Chesapeake also has agreed to indemnify Innisfree against various liabilities and expenses that relate to or arise out of its solicitation of proxies (subject to certain exceptions).

Chesapeake will ask brokers, banks and other nominees to forward the proxy solicitation materials to the beneficial owners of shares of Chesapeake common stock held of record by such nominee holders. Chesapeake will reimburse these nominee holders for their customary clerical and mailing expenses incurred in forwarding the proxy solicitation materials to the beneficial owners.

No Appraisal Rights

Under Oklahoma law, Chesapeake shareholders are not entitled to appraisal rights in connection with the issuance of shares of Chesapeake common stock as contemplated by the merger agreement.

Other Information

The matter to be considered at the Chesapeake special meeting is of great importance to the Chesapeake shareholders. Accordingly, you are urged to read and carefully consider the information contained in or incorporated by reference into this joint proxy statement/prospectus and submit your proxy by phone or the Internet or complete, date, sign and promptly return the enclosed proxy card in the enclosed postage-paid envelope. **If you submit your proxy by phone or the Internet, you do not need to return the enclosed proxy card.**

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Assistance

If you need assistance in completing your proxy card or have questions regarding the Chesapeake special meeting, contact:

Innisfree M&A Incorporated

501 Madison Avenue, 20th floor

New York, New York 10022

Shareholders May Call Toll-Free:

(877) 825-8621

Vote of Chesapeake s Directors and Executive Officers

As of the Chesapeake record date, Chesapeake directors and executive officers, as a group, owned and were entitled to vote shares of Chesapeake common stock, or approximately % of the total outstanding shares of Chesapeake common stock as of the Chesapeake record date.

Chesapeake currently expects that all of its directors and executive officers, will vote their shares **FOR** the Chesapeake proposals.

Attending the Chesapeake Special Meeting

You are entitled to attend the Chesapeake special meeting only if you were a shareholder of record of Chesapeake at the close of business on the Chesapeake record date or you held your shares of Chesapeake beneficially in the name of a broker, bank or other nominee as of the Chesapeake record date, or you hold a valid proxy for the Chesapeake special meeting.

If you were a shareholder of record of Chesapeake at the close of business on the Chesapeake record date and wish to attend the Chesapeake special meeting, so indicate on the appropriate proxy card or as prompted by the phone or Internet voting system. Your name will be verified against the list of shareholders of record prior to your being admitted to the Chesapeake special meeting.

If a broker, bank or other nominee is the record owner of your shares of Chesapeake common stock, you will need to have proof that you are the beneficial owner as of the Chesapeake record date to be admitted to the Chesapeake special meeting. A recent statement or letter from your broker, bank or other nominee confirming your ownership as of the Chesapeake record date, or presentation of a valid proxy from a broker, bank or other nominee that is the record owner of your shares, would be acceptable proof of your beneficial ownership.

You should be prepared to present government-issued photo identification for admittance. If you do not provide photo identification or comply with the other procedures outlined above upon request, you might not be admitted to the Chesapeake special meeting.

Results of the Chesapeake Special Meeting

Within four business days following the Chesapeake special meeting, Chesapeake intends to file the final voting results with the SEC on a Current Report on Form 8-K. If the final voting results have not been certified within that four business day period, Chesapeake will report the preliminary voting results on a Current Report on Form 8-K at that time and will file an amendment to the Current Report on Form 8-K to report the final voting results within four days of the date that the final results are certified.

CHESAPEAKE SHAREHOLDERS SHOULD CAREFULLY READ THIS JOINT PROXY STATEMENT/PROSPECTUS IN ITS ENTIRETY FOR MORE DETAILED INFORMATION CONCERNING THE CHESAPEAKE PROPOSALS.

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CHESAPEAKE PROPOSALS

Chesapeake Issuance Proposal

It is a condition to the completion of the merger that Chesapeake shareholders approve the issuance of shares of Chesapeake common stock in the merger. In the merger, each WildHorse stockholder will receive, for each share of WildHorse common stock that is issued and outstanding as of immediately prior to the effective time of the merger, either (i) 5.336 shares of Chesapeake common stock and $3.00 in cash, or (ii) 5.989 shares of Chesapeake common stock, in each case, with cash in lieu of any fractional shares, with certain exceptions as further described in the joint proxy statement/prospectus further described in the section entitled *The Merger Agreement Effect of the Merger on Capital Stock; Merger Consideration* beginning on page 142.

Under NYSE rules, a company is required to obtain shareholder approval prior to the issuance of shares of common stock if the number of shares of common stock to be issued is, or will be upon issuance, equal to or in excess of 20% of the number of shares of common stock outstanding before the issuance of the shares of common stock. If the merger is completed pursuant to the merger agreement, Chesapeake expects to issue up to approximately 744,247,773 shares of Chesapeake common stock in connection with the merger, which is equal to approximately 60% of the shares of Chesapeake common stock outstanding before such issuance. Accordingly, the aggregate number of shares of Chesapeake common stock that Chesapeake will issue in the merger will exceed 20% of the shares of Chesapeake common stock outstanding before such issuance, and for this reason, Chesapeake is seeking the approval of Chesapeake shareholders for the issuance of shares of Chesapeake common stock pursuant to the merger agreement. In the event the Chesapeake issuance proposal is not approved by Chesapeake shareholders, the merger will not be completed.

In the event the Chesapeake issuance proposal is approved by Chesapeake shareholders, but the merger agreement is terminated (without the merger being completed) prior to the issuance of shares of Chesapeake common stock pursuant to the merger agreement, Chesapeake will not issue any shares of Chesapeake common stock as a result of the approval of the Chesapeake issuance proposal.

Approval of the Chesapeake issuance proposal requires the affirmative vote of a majority of votes cast by Chesapeake shareholders present in person or by proxy at the Chesapeake special meeting and entitled to vote on such proposal. Abstentions will have the same effect as a vote **AGAINST** the Chesapeake issuance proposal and, assuming that a quorum is otherwise established, the failure of any Chesapeake shareholder to vote and broker non-votes will have no effect on the outcome of the vote.

The Chesapeake board unanimously recommends a vote FOR the Chesapeake issuance proposal.

Chesapeake Board Size Proposal

The Chesapeake charter provides that the maximum number of directors permitted to serve on the Chesapeake board is ten. The current Chesapeake board consists of nine directors. The merger agreement provides that, subject to shareholder approval, prior to the effective time of the merger, Chesapeake will take all necessary corporate action so that upon and after the effective time of the merger, one person designated by WildHorse prior to the closing (the first director) is appointed to the Chesapeake board. The first director must be reasonably acceptable to Chesapeake; provided that any director of WildHorse as of October 29, 2018 will be deemed reasonably acceptable to Chesapeake, without requiring any further approval from Chesapeake. Chesapeake, through the Chesapeake board, will take all necessary action to nominate such director for election to the Chesapeake board in the proxy statement relating to the first annual meeting of the shareholders of Chesapeake following the closing. If (i) the Chesapeake board size

proposal has been approved by Chesapeake s shareholders prior to the effective time of the merger or (ii) following the effective time of the merger a vacancy occurs on the Chesapeake board, then in either case, Chesapeake will take all necessary corporate action so that upon and after the effective time of the merger (if the Chesapeake board size proposal has been approved), or as

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promptly as practicable following the first vacancy on the Chesapeake board, the first director and a second person designated by WildHorse prior to the closing (the second director) are appointed to the Chesapeake board. The second director must be reasonably acceptable to Chesapeake; provided that any director of WildHorse as of October 29, 2018 shall be deemed reasonably acceptable to Chesapeake, without requiring any further approval from Chesapeake. Chesapeake presently expects to appoint Jay C. Graham and David Hayes, both of whom are representatives of NGP Energy Capital Management, LLC and current directors of WildHorse, as the first director and second director.

In order to enable Chesapeake to appoint the second director to the Chesapeake board at the effective time of the merger, Chesapeake is seeking to amend its charter to increase the maximum size of the Chesapeake board from 10 members to 11 members. Approval by Chesapeake s shareholders of the Chesapeake board size proposal is not a condition to any party s obligation to complete the merger.

Approval of the Chesapeake board size proposal requires the affirmative vote of Chesapeake shareholders of at least a majority of the issued and outstanding Chesapeake stock, entitled to vote on such proposal. Abstentions, the failure of any Chesapeake shareholder to vote and broker non-votes will have the same effect as a vote **AGAINST** the Chesapeake board size proposal.

The Chesapeake board unanimously recommends a vote FOR the Chesapeake board size proposal.

Chesapeake Authorized Shares Proposal

The Chesapeake charter provides that the total number of shares of common stock which Chesapeake is authorized to issue is 2,000,000,000. Chesapeake is seeking to amend its charter prior to the merger in order to increase the authorized number of shares of Chesapeake common stock from 2,000,000,000 shares to 3,000,000,000 shares. The Chesapeake board believes that the increased number of authorized shares of Chesapeake common stock contemplated by the proposed amendment is important to the combined company in order for additional shares be available for issuance from time to time, without further action or authorization by the Chesapeake shareholders (except as required by law or the NYSE rules), if needed for such corporate purposes as may be determined by the Chesapeake board. The additional 1,000,000,000 shares authorized would be a part of the existing class of Chesapeake common stock and, if issued, would have the same rights and privileges as the shares of Chesapeake common stock presently issued and outstanding. Approval by Chesapeake s shareholders of the Chesapeake authorized shares proposal is not a condition to any party s obligation to complete the merger.

If the Chesapeake shareholders approve the Chesapeake authorized shares proposal, we expect to file a Certificate of Amendment with the Oklahoma Secretary of State to increase the number of authorized shares of our capital and common stock. Upon filing of the Certificate of Amendment with the Oklahoma Secretary of State, the first sentence of Article IV of Chesapeake s charter will be amended and restated to read as follows:

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

If Chesapeake s shareholders do not approve the Chesapeake authorized shares proposal, the combined company will continue to have 2,000,000,000 authorized shares of common stock. As of November 29, 2018, Chesapeake had an aggregate of 1,241,827,605 shares of common stock issued and outstanding or reserved for issuance. Upon the completion of the merger, Chesapeake would issue up to 744,247,773 shares of common stock to WildHorse stockholders, resulting in 1,986,075,378 shares of common stock issued and outstanding or reserved for issuance, which represents approximately 99.3% of Chesapeake s authorized shares of common stock. The number of shares of

Chesapeake common stock that would be issued to WildHorse stockholders is

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based on the estimated maximum number of shares of WildHorse common stock that may be exchanged or converted for shares of Chesapeake common stock, which is equal to 134,395,956. (which is calculated based on the sum of (a) 101,993,897 shares of WildHorse common stock outstanding as of November 29, 2018, which includes 2,348,605 shares of restricted WildHorse common stock granted pursuant to the WildHorse stock plan, and (b) 32,402,059 shares of WildHorse common stock, which, as of November 29, 2018, represents the number of shares of WildHorse common stock that 435,000 shares of WildHorse preferred stock outstanding as of November 29, 2018 are convertible into.) If Chesapeake s shareholders do not approve the Chesapeake authorized shares proposal, the combined company would have 13,924,622 authorized shares of common stock available for issuance following the completion of the merger and would be severely limited in its ability to raise equity by issuing additional shares of common stock, unless it obtains approval from its shareholders to amend its charter to increase the number of authorized shares of common stock. No assurance can be given that the combined company s shareholders will approve an increase in the number of authorized shares of common stock and, even if they approve such an increase, that the combined company will be able to raise equity by issuing additional shares of common stock. If the combined company is unable to raise equity by issuing additional shares of common stock, it could have a material adverse effect on the combined company s business, financial condition, results of operations, cash flows and liquidity.

Other than payment of the merger consideration, the Chesapeake board has no immediate plans to issue additional shares of common stock or securities that are convertible into common stock. However, the Chesapeake board desires to have the shares available to provide additional flexibility for business and financial purposes and provide appropriate equity incentives for Chesapeake s employees, directors and consultants. The additional shares may be used for various purposes without further shareholder approval. These purposes may include: (i) raising capital, if Chesapeake has an appropriate opportunity, through offerings of common stock or securities that are convertible into common stock; (ii) exchanges of common stock or securities that are convertible into common stock for other outstanding securities; (iii) providing equity incentives to employees, officers, directors, consultants or advisors; (iv) expanding Chesapeake s business through the acquisition of other businesses or assets; (v) stock splits, dividends and similar transactions; and (vi) other purposes.

Approval of the Chesapeake authorized shares proposal requires the affirmative vote of Chesapeake shareholders of at least a majority of the issued and outstanding Chesapeake stock, entitled to vote on such proposal. Abstentions and the failure of any record holder of shares of Chesapeake common stock to vote will have the same effect as a vote **AGAINST** the Chesapeake authorized shares proposal. Because brokers, banks, and other nominees have discretionary authority to vote on the Chesapeake authorized shares proposal, we do not expect broker non-votes in connection with the Chesapeake authorized shares proposal.

Approval by Chesapeake s shareholders of the Chesapeake board size proposal is not a condition to any party s obligation to complete the merger.

The Chesapeake board unanimously recommends a vote FOR the Chesapeake authorized shares proposal.

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SPECIAL MEETING OF WILDHORSE STOCKHOLDERS

Date, Time and Place

The special meeting of WildHorse stockholders will be held on , 2019 at , Central Time at 920 Memorial City Way, Suite 1400, Houston, Texas 77024.

Purpose of the WildHorse Special Meeting

At the WildHorse special meeting, WildHorse stockholders will be asked to consider and vote on the following:

- the merger proposal;
- the non-binding, advisory compensation proposal; and
- the adjournment proposal.

WildHorse will transact no other business at the WildHorse special meeting.

Recommendations of the WildHorse Board of Directors

The WildHorse board unanimously recommends that WildHorse stockholders vote:

- **FOR** the merger proposal;
- **FOR** the non-binding, advisory compensation proposal; and
- **FOR** the adjournment proposal.

For additional information on the recommendations of the WildHorse board, see the section entitled *The Merger Recommendations of the WildHorse Board of Directors and WildHorse Reasons for the Merger* beginning on page 99.

WildHorse Record Date; Stockholders Entitled to Vote

The record date for the WildHorse special meeting is , . Only record holders of shares of WildHorse common stock and WildHorse preferred stock at the close of business on such date are entitled to notice of, and to vote at, the WildHorse special meeting.

At the close of business on the WildHorse record date, the only issued and outstanding voting securities of WildHorse entitled to vote at the WildHorse special meeting were shares of common stock and 435,000 shares of preferred stock (which are convertible into shares of WildHorse common stock). Each share of WildHorse

common stock, including WildHorse preferred stock on an as-converted basis, outstanding on the record date for the WildHorse special meeting is entitled to one vote on each proposal and any other matter coming before the WildHorse special meeting.

A complete list of the WildHorse stockholders entitled to vote at the WildHorse special meeting will be available for inspection by any WildHorse stockholder for any purpose germane to the WildHorse special meeting during ordinary business hours for the ten days preceding the WildHorse special meeting at 920 Memorial City Way, Suite 1400, Houston, Texas 77024 and will also be available at the WildHorse special meeting for examination by any stockholder present at such meeting.

Quorum; Abstentions and Broker Non-Votes

A quorum of WildHorse stockholders is necessary for WildHorse to hold a valid meeting. The presence at the WildHorse special meeting, in person or by proxy, of the holders of a majority of the outstanding shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, entitled to vote at the WildHorse special meeting constitutes a quorum.

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If you submit a properly executed proxy card, even if you do not vote for the WildHorse proposals or vote to abstain in respect of the WildHorse proposals, your shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, will be counted for purposes of determining whether a quorum is present for the transaction of business at the WildHorse special meeting. WildHorse common stock held in street name with respect to which the beneficial owner fails to give voting instructions to the broker, bank or other nominee, and WildHorse common stock with respect to which the beneficial owner otherwise fails to vote, will not be considered present and entitled to vote at the WildHorse special meeting for the purpose of determining the presence of a quorum.

Under the current NYSE rules, brokers, banks or other nominees do not have discretionary authority to vote on any of the WildHorse proposals at the WildHorse special meeting. Because the only proposals for consideration at the WildHorse special meeting are non-discretionary proposals, it is not expected that there will be any broker non-votes at the WildHorse special meeting.

Executed but unvoted proxies will be voted in accordance with the recommendations of the WildHorse board.

Required Vote

The WildHorse Merger Proposal. Approval of the merger proposal by the WildHorse stockholders is a condition to the merger and requires the affirmative vote of a majority of the outstanding shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, entitled to vote on such proposal. Abstentions and the failure of any WildHorse stockholder to vote will have the same effect as a vote **AGAINST** the merger proposal.

The WildHorse Non-Binding, Advisory Compensation Proposal. Approval of the non-binding, advisory compensation proposal by the WildHorse stockholders requires the affirmative vote of a majority of the shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, present in person or by proxy at the WildHorse special meeting and entitled to vote on such proposal. Abstentions will have the same effect as a vote **AGAINST** the non-binding, advisory compensation proposal and, assuming that quorum is otherwise established, the failure of a WildHorse stockholder to vote will have no effect on the outcome on the vote.

The WildHorse Adjournment Proposal. Approval of the adjournment proposal by the WildHorse stockholders requires the affirmative vote of a majority of the shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, present in person or by proxy at the WildHorse special meeting and entitled to vote on such proposal. Abstentions will have the same effect as a vote **AGAINST** the adjournment proposal and, assuming that quorum is otherwise established, the failure of a WildHorse stockholder to vote will have no effect on the outcome on the vote.

Each of the WildHorse proposals is described in the section entitled *WildHorse Proposals* beginning on page 76.

Methods of Voting

WildHorse stockholders, whether holding shares directly as shareholders of record or beneficially in street name, may vote on the Internet by going to the web address provided on the enclosed proxy card and following the instructions for Internet voting, by phone using the toll-free phone number listed on the enclosed proxy card, or by completing, signing, dating and returning the enclosed proxy card in the postage-paid envelope provided.

WildHorse stockholders of record may vote their shares in person by ballot at the WildHorse special meeting or by submitting their proxies:

by phone until 11:59 p.m. Central Time on , 2019;

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by the Internet until 11:59 p.m. Central Time on , 2019; or

by completing, signing and returning your proxy or voting instruction card via mail. If you vote by mail, your proxy card must be received by 11:59 p.m. Central Time on , 2019.

WildHorse stockholders who hold their shares in street name by a broker, bank or other nominee should refer to the proxy card, voting instruction form or other information forwarded by their broker, bank or other nominee for instructions on how to vote their shares.

Voting in Person

Shares held directly in your name as stockholder of record may be voted in person at the WildHorse special meeting. If you choose to vote your shares in person at the WildHorse special meeting, bring your enclosed proxy card and proof of identification. Even if you plan to attend the WildHorse special meeting, the WildHorse board recommends that you vote your shares in advance as described below so that your vote will be counted if you later decide not to attend the WildHorse special meeting.

If you are a beneficial holder, you will receive separate voting instructions from your broker, bank or other nominee explaining how to vote your shares. Please note that if your shares are held in street name by a broker, bank or other nominee and you wish to vote at the WildHorse special meeting, you will not be permitted to vote in person unless you first obtain a legal proxy issued in your name from the record owner. You are encouraged to request a legal proxy from your broker, bank or other nominee promptly as the process can be lengthy.

Voting by Proxy

Whether you hold your shares of WildHorse common stock directly as the stockholder of record or beneficially in street name, you may direct your vote by proxy without attending the WildHorse special meeting. You can vote by proxy by phone, the Internet or mail by following the instructions provided in the enclosed proxy card.

Questions About Voting

If you have any questions about how to vote or direct a vote in respect of your shares of WildHorse common stock, you may contact Innisfree, WildHorse s proxy solicitor, toll-free at (877) 825-8621 or, for brokers and banks, collect at (212) 750-5833.

Adjournments

The WildHorse special meeting may be adjourned from time to time by the chairman of the WildHorse special meeting or by the affirmative vote of a majority of the voting power of the outstanding shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, so represented, regardless of whether there is a quorum. Notice does not need to be given of any such adjourned meeting if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken. However, if the adjournment is for more than 30 days, a notice of the adjourned meeting must be given to each WildHorse stockholder of record entitled to vote at the meeting. At the adjourned meeting, WildHorse may transact any business that might have been transacted at the original meeting. If a quorum is not present at the WildHorse special meeting, or if a quorum is present at the special meeting but there are not sufficient votes at the time of the special meeting to approve the proposal to adopt the merger agreement and the transactions contemplated by the merger agreement, including the merger, then WildHorse stockholders may be asked to vote on a proposal to adjourn the WildHorse special meeting in order to

permit the further solicitation of proxies. Unless otherwise agreed to by Chesapeake and WildHorse, the WildHorse special meeting may not be adjourned or postponed to a date more than 20 business days after the date for which the meeting was previously scheduled and the special meeting may not be adjourned or postponed to a date on or after two business days before , 2019.

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Revocation of Proxies

If you are the record holder of WildHorse common stock or WildHorse preferred stock, you can change your vote or revoke your proxy at any time before your proxy is voted at the special meeting. You can do this by:

- timely delivering a signed written notice of revocation;
- timely delivering a new, valid proxy bearing a later date (including by mail, telephone or through the internet); or
- attending the WildHorse special meeting and voting in person, which will automatically cancel any proxy previously given, or revoking your proxy in person. Simply attending the WildHorse special meeting without voting will not revoke any proxy that you have previously given or change your vote.

A registered stockholder may revoke a proxy by any of these methods, regardless of the method used to deliver the stockholder s previous proxy. Written notices of revocation and other communications with respect to the revocation of proxies should be addressed as follows:

WildHorse Resource Development Corporation

9805 Katy Freeway, Suite 400

Houston, Texas 77024

Attention: Corporate Secretary

If your shares are held in street name through a broker, bank or other nominee, you may change your vote by submitting new voting instructions to your broker, bank or nominee in accordance with its established procedures. If your shares are held in the name of a broker, bank or other nominee and you decide to change your vote by attending the special meeting and voting in person, your vote in person at the special meeting will not be effective unless you have obtained and present an executed proxy issued in your name from the record holder (your broker, bank or nominee).

Proxy Solicitation Costs

The enclosed proxy card is being solicited by WildHorse and the WildHorse board. In addition to solicitation by mail, WildHorse s directors, officers and employees may solicit proxies in person, by phone or by electronic means. These persons will not be specifically compensated for conducting such solicitation.

Chesapeake and WildHorse have retained Innisfree to assist in the solicitation process. Chesapeake will pay Innisfree, on behalf of itself and WildHorse, a fee of approximately $ 50,000, as well as reasonable and documented out-of-pocket expenses. Chesapeake also has agreed to indemnify Innisfree against various liabilities and expenses that relate to or arise out of its solicitation of proxies (subject to certain exceptions).

WildHorse will ask brokers, banks and other nominees to forward the proxy solicitation materials to the beneficial owners of shares of WildHorse common stock held of record by such nominee holders. WildHorse will reimburse these nominee holders for their customary clerical and mailing expenses incurred in forwarding the proxy solicitation materials to the beneficial owners.

No Appraisal Rights

Under Delaware law, WildHorse stockholders are not entitled to appraisal rights in connection with the merger as contemplated by the merger agreement.

Other Information

The matters to be considered at the WildHorse special meeting is of great importance to the WildHorse stockholders. Accordingly, you are urged to read and carefully consider the information contained in or

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incorporated by reference into this joint proxy statement/prospectus and submit your proxy by phone or the Internet or complete, date, sign and promptly return the enclosed proxy card in the enclosed postage-paid envelope. **If you submit your proxy by phone or the Internet, you do not need to return the enclosed proxy card.**

Assistance

If you need assistance in completing your proxy card or have questions regarding the WildHorse special meeting, contact:

Innisfree M&A Incorporated

501 Madison Avenue, 20th floor

New York, New York 10022

Stockholders May Call Toll-Free:

(877) 825-8621

Voting by WildHorse s Directors and Executive Officers

As of the WildHorse record date, WildHorse directors and executive officers, as a group, owned and were entitled to vote shares of WildHorse common stock, or approximately % of the total outstanding shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, as of the WildHorse record date.

WildHorse currently expects that all of its directors and executive officers will vote their shares **FOR** the WildHorse proposals.

In connection with the execution of the merger agreement, Chesapeake entered into the voting agreements with Jay C. Graham, the NGP stockholders and with the Carlyle stockholder, wherein such stockholders agreed to vote all of the WildHorse shares held by them in favor of the approval and adoption of the merger agreement and the transactions contemplated by the merger agreement, including the merger, subject to certain exceptions. As of November 29, 2018, the 435,000 shares of WildHorse preferred stock held by the Carlyle stockholder are convertible into 32,402,059 shares of WildHorse common stock. As of the date of this joint proxy statement/prospectus, such stockholders hold and are entitled to vote in the aggregate approximately % of the issued and outstanding shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, entitled to vote at the WildHorse special meeting. Accordingly, as long as the WildHorse board does not change its recommendation with respect to such proposal (in which case the voting and support obligations of Jay C. Graham, the NGP stockholders and the Carlyle stockholder would apply only to an aggregate amount of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, equal to 35% of the WildHorse common stock outstanding, including WildHorse preferred stock on an as-converted basis), approval of the WildHorse merger proposal at the WildHorse special meeting is assured.

In addition, Jay C. Graham, the NGP stockholders and the Carlyle stockholder irrevocably elected in the voting agreements to receive the mixed consideration with respect to their respective WildHorse common stock, including WildHorse preferred stock on an as-converted basis, as applicable. Furthermore, the voting agreement with the Carlyle stockholder requires such stockholder to convert its shares of WildHorse preferred stock into WildHorse common stock prior to the effective time of the merger. See *The Merger Agreement Voting and Support Agreements* beginning on page 175 for more information.

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Attending the WildHorse Special Meeting

You are entitled to attend the WildHorse special meeting only if you were a stockholder of record of WildHorse at the close of business on the WildHorse record date or you held your shares of WildHorse beneficially in the name of a broker, bank or other nominee as of the WildHorse record date, or you hold a valid proxy for the WildHorse special meeting.

If you were a stockholder of record of WildHorse at the close of business on the WildHorse record date and wish to attend the WildHorse special meeting, so indicate on the appropriate proxy card or as prompted by the phone or Internet voting system. Your name will be verified against the list of stockholders of record prior to your being admitted to the WildHorse special meeting.

If a broker, bank or other nominee is the record owner of your shares of WildHorse common stock, you will need to have proof that you are the beneficial owner as of the WildHorse record date to be admitted to the WildHorse special meeting. A recent statement or letter from your broker, bank or other nominee confirming your ownership as of the WildHorse record date, or presentation of a valid proxy from a broker, bank or other nominee that is the record owner of your shares, would be acceptable proof of your beneficial ownership.

You should be prepared to present government-issued photo identification for admittance. If you do not provide photo identification or comply with the other procedures outlined above upon request, you might not be admitted to the WildHorse special meeting.

Results of the WildHorse Special Meeting

Within four business days following the WildHorse special meeting, WildHorse intends to file the final voting results with the SEC on a Current Report on Form 8-K. If the final voting results have not been certified within that four business day period, WildHorse will report the preliminary voting results on a Current Report on Form 8-K at that time and will file an amendment to the Current Report on Form 8-K to report the final voting results within four days of the date that the final results are certified.

WILDHORSE STOCKHOLDERS SHOULD CAREFULLY READ THIS JOINT PROXY STATEMENT/PROSPECTUS IN ITS ENTIRETY FOR MORE DETAILED INFORMATION CONCERNING THE WILDHORSE PROPOSALS.

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WILDHORSE PROPOSALS

WildHorse Merger Proposal

For a summary and detailed information regarding this proposal, see the information about the merger agreement, the merger and the transactions contemplated by the merger agreement throughout this joint proxy statement/prospectus, including the information set forth in sections titled *The Merger Agreement* beginning on page 140. A copy of the merger agreement is attached as Annex A to this joint proxy statement/prospectus.

Under the merger agreement, approval of this proposal is a condition to the completion of the merger. If the proposal is not approved, the merger with Chesapeake and the transactions will not be completed even if the other proposals related to the transactions are approved.

Approval of the merger proposal requires the affirmative vote of a majority of the outstanding shares of WildHorse common stock, including WildHorse preferred stock on an as-converted basis, entitled to vote thereon. Abstentions and the failure of any WildHorse stockholder to vote will have the same effect as a vote **AGAINST** the merger proposal.

The WildHorse board unanimously recommends a vote FOR the WildHorse merger proposal.

WildHorse Non-Binding, Advisory Compensation Proposal

As required by Section 14A of the Exchange Act and the applicable SEC rules issued thereunder, which were enacted pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, WildHorse is required to provide its stockholders the opportunity to vote to approve, on a non-binding, advisory basis, certain compensation that may be paid or become payable to WildHorse s named executive officers that is based on or otherwise relates to the merger, as described in the section entitled *The Merger Quantification of Potential Payments and Benefits to WildHorse s Named Executive Officers in Connection with the Transaction* beginning on page 136. Accordingly, WildHorse stockholders are being provided the opportunity to cast an advisory vote on such payments.

As an advisory vote, this proposal is not binding upon WildHorse or the WildHorse board or Chesapeake or the Chesapeake board, and approval of this proposal is not a condition to completion of the merger and is a vote separate and apart from the merger proposal and the adjournment proposal. You may vote to approve the merger proposal and the adjournment proposal and vote not to approve the non-binding, advisory compensation proposal and vice versa. Because the merger-related executive compensation to be paid in connection with the merger is based on the terms of the merger agreement as well as the contractual arrangements with WildHorse s named executive officers, such compensation will be payable, regardless of the outcome of this advisory vote, if the merger proposal is approved (subject only to the contractual conditions applicable thereto). However, WildHorse seeks the support of its stockholders and believes that stockholder support is appropriate because WildHorse has a comprehensive executive compensation program designed to link the compensation of its executives with WildHorse s performance and the interests of WildHorse stockholders. Accordingly, holders of shares of WildHorse common stock, including WildHorse preferred stock on as-converted basis, are being asked to vote on the following resolution:

RESOLVED, that the stockholders of WildHorse Resource Development Corporation approve, on a non-binding, advisory basis, certain compensation that may be paid or become payable to the named executive officers of WildHorse Resource Development Corporation that is based on or otherwise relates to the merger, as disclosed pursuant to Item 402(t) of Regulation S-K under the heading *The Merger Quantification of Potential Payments and Benefits to WildHorse s Named Executive Officers in Connection with the Transaction.*

Approval of the non-binding, advisory compensation proposal requires the affirmative vote of a majority of the shares of WildHorse common stock, including WildHorse preferred stock on as-converted basis, present in person or represented by proxy at the WildHorse special meeting and entitled to vote on the proposal. Abstentions will have the same effect as a vote **AGAINST** the non-binding, advisory compensation proposal.

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The WildHorse board unanimously recommends a vote FOR the non-binding, advisory compensation proposal.

WildHorse Adjournment Proposal

If WildHorse fails to receive a sufficient number of votes to approve the merger proposal, WildHorse may propose to adjourn the special meeting, even if a quorum is present, for the purpose of soliciting additional proxies to approve the merger proposal. WildHorse currently does not intend to propose adjournment of the WildHorse special meeting if there are sufficient votes to approve the merger proposal.

The adjournment proposal, if necessary or appropriate, to solicit additional proxies requires the affirmative vote of a majority of shares of WildHorse common stock, including WildHorse preferred stock on as-converted basis, present in person or represented by proxy at the meeting and entitled to vote thereon, regardless of whether there is a quorum. Abstentions will have the same effect as a vote **AGAINST** the adjournment proposal.

The WildHorse board unanimously recommends a vote FOR the adjournment proposal.

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THE MERGER

This discussion of the merger is qualified in its entirety by reference to the merger agreement, which is attached to this joint proxy statement/prospectus as Annex A and incorporated by reference herein in its entirety. You should read the entire merger agreement carefully as it is the legal document that governs the merger.

Transaction Structure

Pursuant to the terms and subject to the conditions included in the merger agreement, Chesapeake has agreed to acquire WildHorse by means of a merger of Merger Sub with and into WildHorse, with WildHorse surviving the merger as a wholly owned subsidiary of Chesapeake. Immediately following the merger, WildHorse will be merged with and into LLC Sub, with LLC Sub continuing as a wholly owned subsidiary of Chesapeake.

Consideration to WildHorse Stockholders

As a result of the merger, each share of WildHorse common stock, including WildHorse preferred stock, which will be converted to WildHorse common stock prior to the effective time of the merger, issued and outstanding immediately prior to the effective time of the merger (excluding the excluded shares) will be converted automatically at the effective time of the merger into the right to receive the merger consideration as follows:

- For each share of WildHorse common stock with respect to which an election to receive mixed consideration has been made and not revoked or lost pursuant to the merger agreement, the mixed consideration;
- For each share of WildHorse common stock with respect to which an election to receive only share consideration has been made and not revoked or lost pursuant to the merger agreement, the share consideration; or
- For each share of WildHorse common stock with respect to which no election to receive the share consideration or mixed consideration has been made, the share consideration.

No scrip or shares representing fractional shares of Chesapeake common stock will be issued upon the exchange of eligible shares of WildHorse common stock, and such fractional share interests will not entitle the owner of such fractional share interests to vote or to have any rights of a shareholder of Chesapeake or a holder of shares of Chesapeake common stock. Each holder of shares exchanged pursuant to the merger who would otherwise have been entitled to receive a fraction of a share of Chesapeake common stock (after taking into account and aggregating all book-entry shares delivered by such holder) will receive, in lieu of such fractional shares of Chesapeake common stock, cash (without interest) in an amount equal to the product of (i) the aggregate net cash proceeds as determined below and (ii) a fraction, the numerator of which is such fractional part of a share of Chesapeake common stock, and the denominator of which is the number of shares of Chesapeake common stock constituting a portion of the exchange fund as represents the aggregate of all fractional entitlements of all holders of WildHorse common stock. As promptly as possible following the effective time of the merger, the exchange agent shall sell at then-prevailing prices on the NYSE such number of shares of Chesapeake common stock constituting a portion of the exchange fund as represents the aggregate of all fractional entitlements of all holders of WildHorse common stock, with the cash proceeds (net of all commissions, transfer taxes and other out-of-pocket costs and expenses of the exchange agent incurred in connection with such sales) of such sales to be used by the exchange agent to fund the foregoing payments in lieu of

fractional shares (and if the proceeds of such share sales by the exchange agent are insufficient for such purpose, then Chesapeake shall promptly deliver to the exchange agent additional funds in an amount equal to the deficiency required to make all such payments in lieu of fractional shares).

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Background of the Merger

The WildHorse board and WildHorse management regularly review the strategic direction of WildHorse and evaluate potential opportunities to enhance stockholder value, including potential strategic combinations and acquisition opportunities. Since WildHorse s initial public offering in December 2016, the WildHorse board and WildHorse management have focused on positioning WildHorse as a growth-oriented, independent oil and natural gas company focused on the acquisition, exploitation, development and production of oil, natural gas and natural gas liquids resources, and have sought to grow WildHorse s business both organically through its drilling program and through an acquisition strategy targeting the Eagle Ford Shale and Austin Chalk formations, while preserving a strong balance sheet and liquidity position.

The Chesapeake board and Chesapeake management periodically review opportunities including potential acquisitions that meet Chesapeake s strategic and financial objectives to accelerate the development of Chesapeake s reserves, increase cash flow, leverage cost synergies and reduce its net debt to EBITDA ratio.

In December of 2017, Guggenheim Securities LLC (Guggenheim) arranged a meeting in Oklahoma City between Chesapeake s Chief Executive Officer, Robert D. Lawler, and Executive Vice President, Exploration and Production, Frank Patterson, and WildHorse s Chief Executive Officer, Jay C. Graham, to discuss a potential business combination of WildHorse and Chesapeake. Mr. Graham subsequently discussed the matter with Scott Gieselman, a member of the WildHorse board and a principal of NGP. NGP, through its affiliates, is a significant stockholder of WildHorse. Based on Chesapeake s then-current leverage metrics, Mr. Graham and Mr. Gieselman decided not to engage in further discussions at such time.

During the week of June 4, 2018, Mr. Graham had lunch with a business development executive of Company A at which Company A inquired whether WildHorse would consider a potential business combination transaction with Company A. The representative of Company A indicated that Company A had previously studied public information available on WildHorse and might be interested in pursuing a potential business combination transaction. The representative of Company A informed Mr. Graham that Company A would refine its prior assessment and call Mr. Graham back within two weeks to indicate whether Company A wanted to execute a confidentiality agreement and advance discussions.

During the week of June 25, 2018 representatives of Company A called Mr. Graham and informed him that Company A would not proceed with discussions at such time.

The same week, Mr. Graham contacted the Chief Executive Officer of Company B to inquire whether Company B would be interested in a strategic combination with WildHorse. The CEO acknowledged that Company B would be interested in such a discussion and both companies executed a mutual confidentiality agreement on July 13, 2018.

On July 26, 2018, Chesapeake announced the execution of an agreement to sell its position in the Utica Shale for approximately $2 billion. Chesapeake further announced that it planned to use the net proceeds from the sale to reduce its debt. Following this announcement, WildHorse management began analyzing whether the deleveraging effect of Chesapeake s Utica sale resolved WildHorse s concerns about Chesapeake s leverage as an obstacle to any potential business combination between the two companies.

During the last week of July 2018, Mr. Graham contacted Mr. Lawler to congratulate him on Chesapeake s recently announced Utica divestiture. Mr. Lawler included in his response a suggestion that WildHorse and Chesapeake should again meet to discuss pursuing a potential business combination. Mr. Graham informed Mr. Lawler that WildHorse could be interested in pursuing a business combination with Chesapeake and told Mr. Lawler that he would discuss

the matter with the WildHorse management and the WildHorse board.

On August 1, 2018, WildHorse presented to Company B an overview of its assets and operations and Company B presented to WildHorse an overview of its assets and operations. WildHorse and Company B each

had begun to populate a virtual data room for due diligence purposes but decided to suspend due diligence and further discussions until each had released second quarter earnings. Due to Company B s subsequent pursuit of a strategic alternative, WildHorse did not pursue further discussions with Company B.

During the first week of August 2018, Mr. Graham and Mr. Lawler had various phone calls to discuss high-level issues presented by a potential business combination between WildHorse and Chesapeake, including Chesapeake s recently announced divestiture and the pro forma ownership of the combined company, and each agreed that Chesapeake and WildHorse should enter into a confidentiality agreement in order to advance further discussions. Mr. Graham requested that Kyle N. Roane, the Executive Vice President, Business Development and General Counsel of WildHorse, prepare a draft bilateral confidentiality agreement.

On August 7, 2018, Messrs. Graham, Roane and Mark Hicks, Manager, Business Development at WildHorse, met with representatives of TPH, who was eventually formally engaged as one of WildHorse s financial advisors, to discuss the merits of a potential business combination with Chesapeake. On the same day, Mr. Roane sent a draft confidentiality agreement to Mr. Lawler for review, which was executed by both Chesapeake and WildHorse on August 8, 2018.

On August 7, 2018, Mr. Lawler, Domenic J. Dell Osso, Jr., Executive Vice President and Chief Financial Officer, and Bryan J. Lemmerman, Vice President Business Development met with representatives of Goldman Sachs, who was eventually formally engaged as Chesapeake s financial advisor, to discuss a potential transaction with WildHorse. Chesapeake management periodically discusses strategic matters with Goldman Sachs, as well as the exploration and production industry in general, and Chesapeake had previously engaged Goldman Sachs to lead various capital markets transactions.

From August 8, 2018 through August 13, 2018, the WildHorse and Chesapeake management teams had various discussions regarding a potential business combination, including regarding due diligence matters and Chesapeake s existing midstream commitments, but the terms of a potential transaction were not discussed.

On August 13, 2018, WildHorse opened a virtual data room containing information regarding WildHorse for Chesapeake to review as part of its due diligence efforts. On or around August 13, 2018, representatives of NGP contacted representatives of Morgan Stanley to explore the possibility of Morgan Stanley s acting as a financial advisor to WildHorse in connection with a potential business combination with Chesapeake.

On August 16, 2018, certain representatives of WildHorse, including Messrs. Graham, Roane, Mike Sherwood, Senior Vice President of Exploration & Development, and Norm Pennington, Vice President of Reservoir Engineering, representatives of TPH and certain members of Chesapeake management and operational teams, including Mr. Patterson, met in Oklahoma City, where the WildHorse representatives presented an overview of WildHorse s assets and operations and the Chesapeake representatives presented an overview of Chesapeake s Powder River Basin assets and operations.

On August 16 and 17, 2018, the Chesapeake board held a regularly scheduled quarterly meeting attended by Chesapeake management and a representative of Wachtell, Lipton, Rosen & Katz (which we refer to as Wachtell Lipton), counsel to the Chesapeake board. At that meeting, the Chesapeake board reviewed strategic opportunities, including WildHorse and several other opportunities with a focus on the following attributes: (i) size and location of acreage; (ii) relative production from oil, natural gas liquids and natural gas; (iii) estimated reserves; (iv) market capitalization; (v) valuation and (vi) execution risks. The Chesapeake board considered how an acquisition of WildHorse might help Chesapeake achieve certain of its long-term strategic goals, including enhanced margins, increased cash flow, increased oil production and a lower debt-to-EBITDA ratio and how such an acquisition could

enable Chesapeake to deploy its operational expertise and realize portfolio synergies. The Chesapeake board asked Chesapeake management to pursue a potential acquisition of WildHorse and asked Chesapeake management to report back to the Chesapeake board.

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On August 21, 2018, Messrs. Graham, Roane and Drew Cozby, Executive Vice President and Chief Financial Officer, from WildHorse and Messrs. Lawler, Dell Osso and Lemmerman, from Chesapeake, met in Irving, Texas for dinner to discuss the potential business combination.

On August 22, 2018, Messrs. Graham, Roane and Cozby from WildHorse, and Messrs. Lawler, Dell Osso, Lemmerman, and Patterson from Chesapeake, met with Mr. Gieselman, Tony Weber and David Hayes, each of whom is a principal of NGP and a member of the WildHorse board, as well as with other representatives of NGP, in Dallas, Texas to discuss the potential business combination.

On August 27, 2018, Messrs. Graham and Roane of WildHorse discussed with representatives of Vinson & Elkins L.L.P. (V&E) its engagement as legal counsel to WildHorse in connection with a potential transaction with Chesapeake.

On August 28, 2018, Mr. Graham contacted members of the WildHorse board who are not affiliated with NGP to apprise them of Chesapeake s interest in a potential business combination with WildHorse and to set a WildHorse board meeting for September 4, 2018 to consider the matter.

On August 30, 2018, Mr. Patterson and members of Chesapeake s business development and land groups met in Houston with Messrs. Graham, Roane, Sherwood and other representatives of WildHorse to conduct land and operational due diligence.

During the week of September 3, 2018, Mr. Graham confirmed with Company B s CEO that neither company was any longer interested in a potential business combination transaction. Mr. Graham and Mr. Lawler continued to discuss terms of a potential business combination and the status of each party s review of the other party. In addition, during this time, Mr. Roane asked V&E to prepare a draft merger agreement for a potential combination with Chesapeake.

On September 4, 2018, the WildHorse board held a meeting to discuss the potential business combination with Chesapeake. Mr. Graham informed the WildHorse board that he expected to receive a non-binding offer letter from Chesapeake to acquire all of the outstanding shares of WildHorse later in the week. Mr. Graham indicated that he would keep the WildHorse board apprised of the status of the potential transaction. The WildHorse board also discussed and confirmed that WildHorse should seek financial advisory services from Morgan Stanley, TPH and Guggenheim (collectively, the WRD Financial Advisors) and legal advice from V&E. Each WRD Financial Advisor was selected, in part, because of its knowledge of the oil and gas merger and acquisition market and familiarity with WildHorse. In addition, Guggenheim had previously discussed a potential transaction between Chesapeake and WildHorse, TPH had a deep understanding of WildHorse s assets and had periodically discussed strategic matters with WildHorse management and Morgan Stanley had previously served as a financial advisor in a past similar transaction involving WildHorse management and several members of the WildHorse board.

On September 7, 2018, Mr. Lawler sent Mr. Graham a letter proposing to combine WildHorse and Chesapeake in a stock-for-stock merger, with a fixed exchange ratio of 5.25 shares of Chesapeake common stock for each share of WildHorse common stock. Chesapeake s letter further provided that the offer was non-binding and would expire at 5:00 p.m., Central Time, on September 14, 2018.

On September 10, 2018, WildHorse management met with representatives of Carlyle, through its affiliate, the holder of WildHorse s outstanding preferred stock, NGP, V&E, and the WRD Financial Advisors to discuss the terms of the initial offer by Chesapeake, next steps, timing and due diligence.

On September 13, 2018, the WildHorse board held a meeting attended by WildHorse management where, among other things, Mr. Graham provided an update on the status of the proposed business combination transaction and the terms proposed by Chesapeake in the September 7, 2018 non-binding offer letter. The

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WildHorse board determined that it was interested in a potential combination with Chesapeake, but required additional information regarding Chesapeake s five-year development plan and analysis by WildHorse management and the WRD Financial Advisors to further evaluate and consider Chesapeake s offer. Mr. Graham indicated that he would keep the Board apprised of the transaction status following additional meetings in the coming week.

Following this board meeting, Mr. Graham contacted Mr. Lawler and advised him of the WildHorse board s request for additional information regarding Chesapeake s five-year development plan and additional time to consider Chesapeake s offer. Mr. Lawler agreed to provide the additional information and to extend the deadline for Chesapeake s offer to September 21, 2018.

On September 17, 2018, members of Chesapeake and WildHorse management met in Dallas with representatives of Goldman Sachs, Chesapeake s financial advisor, and representatives of Morgan Stanley, TPH and NGP to discuss Chesapeake s assets, five-year development plan, and strategic initiatives. Chesapeake management also discussed their perspectives on WildHorse s business.

On September 18, 2018, members of WildHorse management met with representatives of NGP, Morgan Stanley and TPH to discuss WildHorse s financial model and projections.

On September 21, 2018, the WildHorse board held a meeting attended by WildHorse management, representatives of V&E and the WRD Financial Advisors, to receive an update on the discussions with Chesapeake regarding Chesapeake s non-binding offer to acquire all of the outstanding shares of WildHorse at a proposed fixed exchange ratio of 5.25 shares of Chesapeake common stock for each share of WildHorse common stock, which represented a premium to the then-current trading price of WildHorse s common stock. Representatives of Morgan Stanley and TPH also discussed with the WildHorse board certain preliminary financial information relating to the proposed transaction and proposed exchange ratio and discussed with the WildHorse board information regarding other potential counterparties for a strategic combination with WildHorse. Following this presentation and discussion, members of the WildHorse board asked the WRD Financial Advisors to prepare supplemental analyses regarding Chesapeake for the next meeting, including information on Chesapeake s commodity hedges, current Chesapeake shareholders, commodity forecast perspectives and certain assets within Chesapeake s portfolio. The WildHorse board also authorized the WRD Financial Advisors and WildHorse management to contact other potential counterparties identified by WildHorse management and the WRD Financial Advisors as most likely to be interested in, and capable to execute on, a strategic combination with WildHorse. After excusing the WRD Financial Advisors from the meeting, representatives of V&E also gave a presentation overviewing the fiduciary duties of the WildHorse board in considering the Chesapeake proposal and other related topics.

On September 22, 2018, certain representatives of WildHorse, including Messrs. Graham, Roane and Hicks, representatives of Morgan Stanley and TPH and certain members of Chesapeake management, including Mr. Lemmerman, discussed general guidance regarding financial projections and future development activity based upon varying commodity price cases.

On September 23, 2018, the WildHorse board held a meeting attended by WildHorse management and representatives of V&E and the WRD Financial Advisors at which the WRD Financial Advisors discussed with the WildHorse board certain financial information relating to the proposed transaction with Chesapeake, under various scenarios, taking into account, among other factors, varying commodity prices cases. Representatives of WildHorse management and the WRD Financial Advisors also discussed with the WildHorse board information regarding (i) Chesapeake s debt and potential strategies by which Chesapeake may seek to de-lever, (ii) certain of Chesapeake s assets and potential strategic buyers of those assets, (iii) Chesapeake s hedging strategy and whether to require additional hedging if a strategic combination is pursued and (iv) the identity of Chesapeake s current shareholders including active

institutional investors, recent shareholder activism in the sector and potential deal risk. After excusing the WRD Financial Advisors from the meeting, the WildHorse board and

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WildHorse management discussed WildHorse s prospects and challenges as an independent company if a business combination with Chesapeake or another potential counterparty did not occur. Following the meeting, Mr. Graham contacted Mr. Lawler and representatives of Morgan Stanley and TPH contacted Goldman Sachs, whereby each provided an update as to the status of responding to the Chesapeake proposal. Mr. Lawler advised Mr. Graham that, because Chesapeake s time-limited offer had expired on September 21, 2018, Chesapeake intended to pursue other strategic priorities.

On September 25, 2018, the WildHorse board held a meeting attended by WildHorse management and representatives of V&E and the WRD Financial Advisors where, among other things, the WRD Financial Advisors discussed with the WildHorse board certain updated financial information regarding the proposed business combination with Chesapeake, including deal structure and Chesapeake s hedging position. V&E also presented a summary of the key terms and provisions of the draft merger agreement that V&E had prepared and that had been provided to the WildHorse board prior to the meeting.

On September 26, 2018, the Chesapeake board held a meeting attended by Chesapeake management and a representative of Wachtell Lipton, at which Mr. Lawler advised the Board that Chesapeake s offer for WildHorse had expired when its previously extended, time-limited offer had expired on September 21, 2018 without response and Chesapeake management provided a brief overview of several other potential strategic opportunities.

On September 26, 2018, the WildHorse board held a meeting attended by WildHorse management and representatives of V&E and the WRD Financial Advisors at which representatives of the WRD Financial Advisors discussed with the WildHorse board certain updated financial information with respect to the proposed business combination with Chesapeake. The WildHorse board then proceeded to discuss with management, V&E and the WRD Financial Advisors WildHorse s prospects and challenges as an independent company, its negotiating position, various alternative strategies available to WildHorse and, in the event WildHorse replied with a counterproposal, the appropriate consideration and value to propose to Chesapeake. Following this discussion, the WildHorse board deemed it in the best interest of WildHorse and its stockholders to respond to Chesapeake s proposal with a counterproposal that included (i) consideration consisting of 5.00 shares of Chesapeake common stock for each share of WildHorse common stock plus $5.60 in cash per share of WildHorse common stock, (ii) a requirement that Chesapeake maintain a robust hedging program for 2019 and 2020 and (iii) a requirement that Chesapeake appoint two WildHorse nominees to the board of the combined company. The WildHorse board instructed Mr. Graham to prepare the counterproposal.

On September 27, 2018, members of WildHorse s management team and representatives of V&E, Morgan Stanley and TPH prepared, revised and discussed the counterproposal letter, which was subsequently distributed to the WildHorse board for review.

On September 28, 2018, Mr. Graham delivered the counterproposal to Mr. Lawler. Later the same day, Mr. Roane sent to Chesapeake a draft of the merger agreement.

On September 29, 2018, representatives of Goldman Sachs, Morgan Stanley and TPH discussed the counterproposal letter from WildHorse and the proposed exchange ratio.

Beginning on October 2, 2018, at the direction of WildHorse, the WRD Financial Advisors contacted four publicly traded, independent exploration and production companies (including Company A) identified by WildHorse and the WRD Financial Advisors as most likely to be interested in, and able to execute on, a strategic combination with WildHorse given the location of their existing assets and their financial capabilities.

On October 4, 2018, Mr. Lawler sent to Mr. Graham a revised proposal letter in which Chesapeake proposed a stock-for-stock merger at a fixed exchange ratio of 5.644 shares of Chesapeake common stock for each share of WildHorse common stock. The letter also updated WildHorse on Chesapeake s hedging position and intentions.

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Later that day, the WildHorse board held a meeting attended by members of WildHorse s management team and representatives of V&E and the WRD Financial Advisors at which they discussed (i) the request for WildHorse board representation, (ii) potential Chesapeake divestitures, (iii) Chesapeake s hedging position, (iv) the appropriate form of merger consideration and relative premium, (v) various alternatives available to WildHorse in the event WildHorse did not consummate the proposed transaction with Chesapeake and (vi) WildHorse s near-term and long-term plans as a standalone company. Representatives of the WRD Financial Advisors advised the WildHorse board that three of the four other potential counterparties contacted by the WRD Financial Advisors, including Company A, had indicated that they were not interested in a strategic combination with WildHorse. The fourth potential other counterparty had promised a response to the WRD Financial Advisors in the next few days. Representatives of the WRD Financial Advisors then discussed with the WildHorse board certain updated financial information with respect to the proposed transaction. Following discussion, the WildHorse board determined that it required more time to consider the revised Chesapeake proposal and the information reviewed by the WRD Financial Advisors before responding to Chesapeake, and scheduled a follow-up meeting for October 5, 2018.

On October 5, 2018, the WildHorse board held a meeting attended by WildHorse management and representatives of V&E and the WRD Financial Advisors to discuss the appropriate response to Chesapeake s latest proposal. Mr. Graham recapped the prior meeting and provided a status update on the proposed merger and the revised proposal from Chesapeake. Prior to the meeting, the WRD Financial Advisors had distributed written materials to the WildHorse board relating to WildHorse management s financial projections of the combined company under varying scenarios, including oil and gas pricing sensitivities, as well as hedging strategies. At the meeting, the WildHorse board, WildHorse management and representatives of V&E and the WRD Financial Advisors discussed the materials and the appropriate consideration to request in a response to Chesapeake s latest proposal, including (i) the form of merger consideration and premium to current market prices, (ii) board representation of the combined company given the proposed pro rata ownership and (iii) Chesapeake s hedging program and appropriate hedging requirements. The WildHorse board then determined that including a cash option as part of the consideration would give the stockholders of WildHorse a better ability to control their investment in WildHorse and the combined company. After further discussions, the WildHorse board then deemed it in the best interest of WildHorse and its stockholders to respond to Chesapeake s proposal with the following counterproposal: (i) consideration determined at the election of each WildHorse stockholder consisting of either (a) a mixed consideration consisting of (1) 4.90 shares of Chesapeake common stock for each share of WildHorse common stock and (2) $5.00 in cash per share of WildHorse common stock or (b) consideration paid entirely in Chesapeake common stock, in which case any such stockholder would receive 5.989 shares of Chesapeake common stock for each share of WildHorse common stock, (ii) two WildHorse designees to be added to the board of the combined company at closing, subject to a reasonable charter amendment and nomination process and (iii) Chesapeake would maintain a robust hedging program for 2019 (75% of the midpoint of production estimates) and 2020 (33% of the midpoint of production estimates). Following the meeting, Mr. Graham and Mr. Gieselman delivered the counterproposal to Mr. Lawler.

The next day, on October 6, 2018, Mr. Lawler responded to Mr. Graham with a revised exchange ratio of (i) 5.336 Chesapeake shares for each share of WildHorse common stock plus (ii) $3.00 in cash per share of WildHorse common stock. The stockholders of WildHorse would have an option to elect out of the cash portion of the consideration in favor of consideration paid entirely in Chesapeake shares, in which case any such stockholder would receive 5.989 Chesapeake shares for each share of WildHorse common stock and no cash. The revised proposal also provided that WildHorse would have the right to designate two additional members to the Chesapeake board of directors at closing, subject to a reasonable charter amendment and nomination process and that Chesapeake would maintain a robust hedging program for 2019 (75% of the midpoint of production estimates) and 2020 (33% of the midpoint of production estimates).

On October 8, 2018, Messrs. Lawler and Graham and a representative of both the Chesapeake board and the WildHorse board met telephonically to discuss the proposed business combination including the cash component of the merger consideration and a lock-up for both NGP and Carlyle, should a merger be consummated.

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That same day, Chesapeake management, representatives of Baker Botts L.L.P., counsel to Chesapeake (which we refer to as Baker Botts and, together with Wachtell Lipton, as Chesapeake Legal Counsel), and Wachtell Lipton met to discuss due diligence, the financial analysis of a combined Chesapeake and WildHorse and pro forma projections.

On October 9, 2018, the WildHorse board held a meeting attended by WildHorse management and representatives of V&E and the WRD Financial Advisors to discuss the status of the proposed transaction with Chesapeake and the revised offer received from Chesapeake on October 6, 2018. Following discussion regarding the revised offer from Chesapeake, representatives of the WRD Financial Advisors (i) explained that, at such time, none of the four potential counterparties that had been contacted were interested in opening discussions with respect to a potential transaction with WildHorse and (ii) reviewed certain updated financial information relating to the proposed transaction. In addition, a representative of V&E gave a summary overview of the proposed draft merger agreement and expected points of negotiation, based on the revised proposal received. After further discussion, the WildHorse board deemed it in the best interest of WildHorse and its stockholders to enter into further negotiations with Chesapeake on definitive transaction documents based upon the terms of the latest Chesapeake proposal. Following the meeting, Mr. Graham contacted Mr. Lawler to update him on the developments at the meeting.

That same day, the Chesapeake board held a meeting attended by Chesapeake management and representatives of Goldman Sachs and Wachtell Lipton, at which Mr. Lawler and Chesapeake management provided an analysis of a potential merger with WildHorse and its effect on Chesapeake s financial position and operations, including: (i) the addition of more than 400,000 net acres in the high-margin Eagle Ford, with access to premium Gulf Coast transportation markets; (ii) material improvement to Chesapeake s balance sheet and net debt to EBITDA ratio; (iii) significant increase in pro forma oil production in 2019 and 2020; (iv) improved margins and pro forma EBITDA per share; (v) significant synergies, cost savings and capital efficiencies; and (vi) immediate accretion to Chesapeake s net asset value, EBITDA margin/boe and production growth. Chesapeake management then provided a comparison of WildHorse s valuation (assuming full conversion of the WildHorse preferred stock) at various exchange ratios, along with an analysis of premiums paid in comparable public E&P industry merger transactions and the pro forma effect on Chesapeake s leverage, liquidity, and oil production profile. Chesapeake s management concluded that a proposed transaction would result in WildHorse shareholders owning approximately 45% of Chesapeake s common stock post-transaction. Chesapeake s management then provided a technical review of WildHorse s subsurface characteristics/parameters and preliminary well spacing assessments and opportunities, potential drilling and completion cost improvements, use of long laterals, more efficient completion design and cost improvements and recovery rates. Representatives of Goldman Sachs reviewed its preliminary financial analysis. The Chesapeake board gave Mr. Lawler the authority to submit a counterproposal to WildHorse and its representatives and asked Chesapeake management to report back to the Chesapeake board.

On October 12, 2018, Baker Botts sent a revised draft of the merger agreement to V&E. V&E and Chesapeake Legal Counsel continued to negotiate the terms of the merger agreement and engage in legal discussions following such date.

On October 13, 2018, Mr. Graham and Mr. Roane discussed timing and the revised merger agreement with Messrs. Lawler and Dell Osso.

On October 14, 2018, V&E sent a revised draft of the merger agreement to Chesapeake Legal Counsel. Among other matters, the proposed merger agreement included a condition to closing that Chesapeake s pending sale of its Utica assets in Ohio be consummated.

On October 15, 2018, Mr. Lawler and Mr. Graham discussed various open points in the merger agreement. V&E and Chesapeake Legal Counsel also discussed various open points. Baker Botts sent V&E a draft of the form voting

agreement that Chesapeake Legal Counsel proposed should be entered into by each of Carlyle and

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NGP. V&E forwarded the draft voting agreement to NGP, Carlyle and their respective counsel, and continued to discuss with such respective counsel the proposed terms of the voting agreement.

On October 16, 2018, Messrs. Lawler, Graham and Gieselman discussed various open points in the merger agreement including timing of the additional Chesapeake hedges and a closing condition relating to the pending Utica sale, and Mr. Lawler provided an update on the status of Chesapeake s pending Utica sale.

On October 17, 2018, the WildHorse board held a meeting attended by WildHorse management and representatives of V&E and the WRD Financial Advisors to discuss the proposed business combination. Mr. Graham discussed the merger agreement process over the course of the last several days and highlighted two of the remaining material open points in the merger agreement: (i) the timing of Chesapeake s implementation of a robust hedging program and (ii) Chesapeake s pending sale of its Utica assets in Ohio, which remained subject to clearance by The Committee on Foreign Investment in the Unites States (CFIUS). Mr. Graham informed the WildHorse board that Chesapeake refused to make the merger with WildHorse contingent upon the closing of the Utica Sale. A representative of V&E and Mr. Roane then gave a summary of the merger agreement negotiations focused on (i) interim covenants, (ii) termination fees and expenses and (iii) the voting and support agreements between Chesapeake, WildHorse and NGP and Carlyle. The WildHorse board then discussed a number of topics with WildHorse management, representatives of V&E and the WRD Financial Advisors, including the Utica Sale, the leverage and commodity profiles of Chesapeake and the timing of the enhanced Chesapeake hedging program. The WildHorse board then instructed Mr. Graham, management and representatives of V&E to continue negotiations of the merger agreement and the related agreements with assistance from the WRD Financial Advisors, and decided to take time to consider the proposed changes.

Following the meeting, Mr. Roane discussed with Mr. Dell Osso and members of Chesapeake s business development group various open points in the merger agreement, in particular the interim operating covenants. That same evening, Baker Botts sent a revised draft of the merger agreement to V&E. Among other matters, the revised draft merger agreement eliminated the condition to closing that Chesapeake s pending sale of its Utica assets in Ohio be consummated.

On October 19, 2018, the WildHorse board held a meeting attended by WildHorse management and representatives of V&E and the WRD Financial Advisors during which Mr. Graham updated the WildHorse board regarding the negotiations with Chesapeake and discussions with Mr. Lawler including that Chesapeake was willing to compromise on hedging timing but was unwilling to compromise regarding having the Utica sale as a closing condition and that Chesapeake had yet to receive approval of the Utica sale from CFIUS. A representative of V&E then made a presentation to the WildHorse board regarding the remaining open items in the merger agreement and voting agreements. Following lengthy discussion, the WildHorse board instructed Mr. Graham, management and representatives of V&E to continue negotiations of the merger agreement and related matters with assistance from the WRD Financial Advisors.

Following such meeting, V&E sent a revised draft of the merger agreement to Chesapeake Legal Counsel. Mr. Lawler contacted Mr. Graham that weekend and advised him that Chesapeake remained unwilling to condition the merger on the consummation of its pending sale of its Utica assets in Ohio, but that Chesapeake anticipated receiving CFIUS approval that week. On Friday, October 26, 2018, Mr. Lawler called Mr. Graham and informed him that Chesapeake received CFIUS approval and that the closing date for the sale of its Utica assets was set for October 29, 2018.

Between October 20, 2018 and October 29, 2018, Chesapeake Legal Counsel, V&E and NGP and Carlyle s respective counsel traded additional drafts of the voting agreements and a draft registration rights agreement by and among Chesapeake, NGP and Carlyle (the registration rights agreement) and held several telephonic meetings to discuss the

draft voting agreements and draft registration rights agreement, in particular the impact of a WildHorse change of recommendation on the voting agreements and the scope and duration of the registration rights to be offered to NGP and Carlyle.

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On October 27 and 28, 2018, Mr. Roane and Mr. Dell Osso continued discussions regarding the open points in the merger agreement, in particular the interim operating covenants.

On October 28, 2018, the WildHorse board held a meeting attended by WildHorse management and representatives of V&E and the WRD Financial Advisors during which Mr. Graham updated the board regarding the negotiations with Chesapeake. He explained that Chesapeake agreed with WildHorse on the timing of increasing its hedging program to be, for 2019 hedges, in place no later than 30 days following the signing of the merger agreement and, for 2020 hedges, in place no later than December 31, 2018. He also advised the WildHorse board that Chesapeake had received approval of the Utica Sale from CFIUS, and estimated that the Utica transaction would close on October 29, 2018. Mr. Graham and Mr. Roane then discussed with the WildHorse board the few remaining open items in the transaction documents. Representatives of Morgan Stanley and TPH then reviewed with the WildHorse board updated financial information relating to the proposed transaction. Representatives of the WRD Financial Advisors also commented on the current state of the energy market and energy commodities. The WildHorse Board agreed to meet again the following day.

On October 28, 2018, the Chesapeake board held a meeting attended by Chesapeake management and representatives of Goldman Sachs and Chesapeake Legal Counsel, where Mr. Lawler updated the board regarding the negotiations with WildHorse, including the status of the following terms requested by WildHorse: (i) Chesapeake s receipt on Friday, October 26, 2018 of CFIUS s approval of the Utica Sale, and estimated closing of the Utica Sale on Monday, October 29, 2018; (ii) Chesapeake s agreement to hedge 75% of its oil, NGL and gas production for 2019 (based on the midpoint of production estimates) no later than 30 days following the signing of the merger agreement and 33% of its oil, NGL and gas production for 2020 (based on the midpoint of production estimates) no later than December 31, 2018; and (iii) the merger consideration offered in exchange for each share of WildHorse common stock, consisting of an exchange ratio of (a) 5.336 shares of Chesapeake common stock plus $3.00 in cash or (b) 5.989 shares of Chesapeake common stock. Mr. Lawler advised the Board that negotiations were ongoing as to the timing and volume of Chesapeake s hedging requirements and a possible agreement by NGP and Carlyle to elect at signing to receive the mixed consideration. Mr. Lawler, along with Chesapeake Legal Counsel, then discussed with the Chesapeake board the few remaining open items in the transaction documents accompanying the merger agreement, including the voting rights agreement and registration rights agreement. A representative of Baker Botts reviewed certain terms of the merger agreement with the Chesapeake board, and a representative of Wachtell Lipton advised the Chesapeake board of its fiduciary duties in connection with a potential transaction and reviewed the materials provided prior to the meeting. The Chesapeake board agreed to meet again the following day.

On October 29, 2018, the WildHorse board held a meeting attended by WildHorse management and representatives of V&E and the WRD Financial Advisors. Representatives of Morgan Stanley and TPH discussed with the WildHorse board their financial analyses with respect to WildHorse, Chesapeake and the proposed merger. Following this discussion, (i) Morgan Stanley delivered its oral opinion to the WildHorse board, which opinion was subsequently confirmed in a written opinion dated October 29, 2018, that, as of the date of such opinion, and subject to the various assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of the review undertaken by Morgan Stanley as set forth in its written opinion, the merger consideration to be received by the holders of shares of the WildHorse common stock pursuant to the merger agreement was fair from a financial point of view to such holders of shares of WildHorse common stock and (ii) TPH rendered to the WildHorse board its oral opinion, which was subsequently confirmed by delivery of a written opinion dated October 29, 2018, that, based upon and subject to the limitations, qualifications and assumptions set forth in its opinion, as of the date of the opinion, the merger consideration to be paid to the holders of outstanding shares of WildHorse common stock pursuant to the merger agreement was fair, from a financial point of view, to such holders. A representative of V&E then gave an updated presentation summarizing the proposed terms of the merger agreement including regarding conditions to closing, no solicitation and superior proposal provisions, termination fees and interim operating

covenants. Prior to the end of the meeting, the WildHorse board approved the merger agreement and the voting agreements and determined that the merger agreement and the voting agreements and the transactions contemplated thereby, including the

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merger, were advisable and in the best interests of WildHorse and its stockholders and the WildHorse board members present, representing all of the directors of WildHorse, unanimously voted to approve the merger agreement and the transactions contemplated thereby.

On October 29, 2018, the Chesapeake board held a meeting attended by Chesapeake management and representatives of Goldman Sachs and Chesapeake Legal Counsel. Mr. Lawler notified the Chesapeake board that the Utica Sale transaction had closed and provided an overview of key terms for the proposed transaction, as discussed in the October 28, 2018 meeting, with the exception that WildHorse s two largest equity holders, NGP and Carlyle, had both agreed to accept 5.336 Chesapeake shares plus $3.00 in cash for each share of WildHorse common stock (on an as-converted basis). Goldman Sachs then rendered its oral opinion, which was subsequently confirmed in writing, that, as of such date and based upon and subject to the factors and assumptions set forth therein, the share consideration and the mixed consideration, taken in the aggregate, to be paid by Chesapeake for the outstanding shares of WildHorse common stock pursuant to the merger agreement was fair from a financial point of view to Chesapeake. Chesapeake Legal Counsel then reviewed material provisions in the Merger Agreement, the voting agreements and the registration rights agreement. A representative of Baker Botts updated the Chesapeake board on certain terms of the merger agreement, and a representative of Wachtell Lipton reviewed the Chesapeake board s fiduciary obligations under Oklahoma law. Chesapeake management then recommended that the Chesapeake board approve the merger transaction and the Chesapeake board unanimously approved the merger transaction.

Late in the evening of October 29, 2018, the respective parties to the merger agreement, the voting support agreements and the registration rights agreement executed such agreements.

Prior to the opening of the U.S. stock markets on October 30, 2018, Chesapeake and WildHorse issued a joint press release announcing the proposed merger and Chesapeake hosted a conference call for the investment community to discuss the proposed merger.

Recommendation of the Chesapeake Board of Directors and Chesapeake s Reasons for the Merger

The Chesapeake board unanimously determined the merger agreement and the transactions contemplated thereby, including the issuance of shares of Chesapeake common stock in connection with the merger, to be advisable and in the best interests of, Chesapeake and its shareholders and approved the merger agreement and the transactions contemplated thereby. **The Chesapeake board unanimously recommends that Chesapeake shareholders vote FOR the Chesapeake issuance proposal**.

In evaluating the merger, the Chesapeake board consulted with Chesapeake management, as well as Chesapeake s legal and financial advisors, and considered a number of factors, weighing both perceived benefits of the merger as well as potential risks of the merger.

In the course of its deliberations, the Chesapeake board considered a variety of factors and information that it believes support its determinations and recommendations, including the following (which are not necessarily presented in order of relative importance):

- Chesapeake s expectation that the merger will transform its portfolio with an expanded oil growth platform, by (1) adding approximately 420,000 high margin net acres, 80 to 85% of which is undeveloped, in the Eagle Ford Shale and Austin Chalk formations with strategic access to premium Gulf Coast markets, (2) expanding and enhancing Chesapeake s oil development inventory which complements Chesapeake s

existing high margin Eagle Ford and Powder River Basin positions and (3) directing over 80% of 2019 drilling and completion activity toward high-margin oil opportunities.

Chesapeake s expectation that the merger will provide substantial cost savings with $200 million to $280 million in projected average annual savings, totaling $1 billion to $1.5 billion by 2023, due to (1) operational and capital efficiencies as a result of Chesapeake s significant expertise with

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unconventional assets and technical and operational excellence, and (2) incremental savings through elimination of redundant gathering, processing and transmission synergies.

Chesapeake s expectation that the merger will materially increase its oil production and enhance its oil mix, with (1) Chesapeake projected to double its adjusted oil production by 2020 from stand-alone adjusted 2018 estimates, increasing to a projected range of 125,000 to 130,000 barrels (bbls) of oil per day in 2019, and 160,000 to 170,000 bbls of oil per day in 2020 and (2) Chesapeake s 2020 projected adjusted oil production mix expected to increase to approximately 30% of total production, compared to approximately 19% projected for 2018.

Chesapeake s expectation that the merger will provide significant EBITDA margin accretion as a result of increases in projected EBITDA per barrel of oil equivalent (boe) by approximately 35% in 2019 and by approximately 50% in 2020, based on then current strip prices.

Chesapeake s expectation that the merger will accelerate deleveraging, including (1) progress toward its goal of a 2.0x net debt to EBITDA ratio, and (2) improving projected net debt to EBITDA ratio to approximately 3.6x in 2019 and approximately 2.8x in 2020, based on then current strip prices.

Chesapeake s net acreage position in the Eagle Ford will increase to approximately 655,000 net acres, an increase of 178% from 235,000 net acres as of September 30, 2018.

Chesapeake s pro forma second quarter 2018 production in the Eagle Ford would increase to approximately 150,000 boe per day.

The attractiveness of the merger to Chesapeake in comparison to other acquisition opportunities reasonably available to Chesapeake, including WildHorse s desirable asset quality, potential synergies between the companies, accretive cash flow and the immediate actionability of the WildHorse acquisition opportunity.

Anticipated expedited realization of projected financial goals and strategic benefits to be derived from the merger.

Chesapeake s expectation of increased net asset value per share of the combined portfolio based on the relatively attractive valuation of WildHorse as compared to the discounted cash flows of the assets to be acquired, before giving effect to the majority of projected synergies available to the pro forma company.

The Chesapeake board s knowledge of, and discussions with Chesapeake s management and advisors regarding, Chesapeake s and WildHorse s respective business operations, financial condition, earnings and prospects, taking into account WildHorse s publicly filed information and the results of Chesapeake s due

diligence review of WildHorse.

The recommendation of the merger by Chesapeake s management team.

The delivery on October 29, 2018, by Goldman Sachs to the Chesapeake board of its oral opinion, subsequently confirmed in writing, that, as of such date and based upon and subject to the factors and assumptions set forth therein, the share consideration and the mixed consideration, taken in the aggregate, to be paid by Chesapeake for the outstanding shares of WildHorse common stock pursuant to the merger agreement was fair from a financial point of view to Chesapeake. See *Opinion of Goldman Sachs & Co. LLC, Chesapeake s Financial Advisor* below and Annex B to this joint proxy statement/prospectus, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion. The full text of the written opinion of Goldman Sachs is attached as Annex B and is incorporated by reference into this joint proxy statement/prospectus.

That the Chesapeake board believes the restrictions imposed on Chesapeake s business and operations during the pendency of the merger are reasonable and not unduly burdensome.

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That the exchange ratios are fixed and will not fluctuate in the event that the market price of WildHorse common stock increases relative to the market price of Chesapeake common stock between the date of the merger agreement and the completion of the merger.

The likelihood of consummation of the merger and the Chesapeake board s evaluation of the likely time period necessary to close the merger.

That Chesapeake will continue to be led by the current strong, experienced Chesapeake management team and that the addition of the first director and the second director to the Chesapeake board in connection with the merger will add further valuable expertise and experience and in-depth familiarity with WildHorse to the Chesapeake board, which will enhance the likelihood of realizing the strategic benefits that Chesapeake expects to derive from the merger.

That the Chesapeake shareholders will have the opportunity to vote on the Chesapeake issuance proposal, which is a condition precedent to the merger.

That certain WildHorse stockholders (including WildHorse s chief executive officer) holding, in the aggregate, approximately 66% of the issued and outstanding shares of WildHorse common stock entitled to vote at the WildHorse special meeting (on an as-converted basis) had entered into voting agreements with Chesapeake obligating such stockholders to vote or cause to be voted all shares of WildHorse common stock and WildHorse preferred stock held by them in favor of the merger and against alternative transactions, as more fully described in *The Merger Agreement Voting and Support Agreements* on page 175.

The representations, warranties, covenants and conditions contained in the merger agreement, including the following (which are not necessarily presented in order of relative importance):

That the Chesapeake board has the ability, in specified circumstances, to change its recommendation to Chesapeake shareholders in favor of the Chesapeake issuance proposal, subject to the obligation to pay WildHorse a reverse termination fee of $120 million, as further described in the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation Chesapeake: Permitted Changes of Recommendation in Connection with Intervening Events* beginning on page 157 and *The Merger Agreement Termination Termination Fees Payable by Chesapeake* beginning on page 172.

That there are limited circumstances in which the WildHorse board may terminate the merger agreement or change its recommendation that WildHorse stockholders approve the merger proposal, and if the merger agreement is terminated by Chesapeake as a result of a change in recommendation of the WildHorse board or by WildHorse in order to enter into a definitive agreement with a third party providing for the consummation of a WildHorse superior proposal, then in each case WildHorse has agreed to pay Chesapeake a termination fee of $85 million. For additional information, see the section entitled *The Merger Agreement Termination* beginning on page 171.

That if the merger agreement is terminated by either party because WildHorse stockholders have not approved the merger proposal, then WildHorse has agreed to pay Chesapeake an expense reimbursement of $25 million. For additional information, see the section entitled *The Merger Agreement Termination* beginning on page 171.

In the course of its deliberations, the Chesapeake board also considered a variety of risks, uncertainties and other potentially negative factors, including the following (which are not necessarily presented in order of relative importance):

That the merger may not be completed in a timely manner or at all and the potential consequences of non-completion or delays in completion.

The effect that the length of time from announcement of the merger until completion of the merger could have on the market price of Chesapeake common stock, Chesapeake s operating results and the

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relationship with Chesapeake s employees, shareholders, customers, suppliers, regulators and others who do business with Chesapeake.

That the integration of WildHorse and Chesapeake may not be as successful as expected and that the anticipated benefits of the merger may not be realized in full or in part, including the risk that synergies and cost-savings may not be achieved or not achieved in the expected time frame.

That the attention of Chesapeake s management team may be diverted from other strategic priorities to implement the merger and make arrangements for the integration of WildHorse s and Chesapeake s operations, assets and employees following the merger.

That Chesapeake shareholders may not approve the Chesapeake issuance proposal or may approve the issuance proposal but not the Chesapeake authorized shares proposal.

That the obligations of Jay C. Graham, the NGP stockholders, and the Carlyle stockholder would be reduced upon any change in recommendation by the WildHorse board.

The impact of the merger on the existing debt financing arrangements of Chesapeake and WildHorse and the risk that any refinancing that may be undertaken in connection with the merger may not ultimately be available at all or on the terms anticipated by Chesapeake.

The risk that antitrust regulatory authorities may not approve the merger or may impose terms and conditions on their approvals that adversely affect the business and financial results of Chesapeake following the merger.

That the exchange ratios are fixed and will not fluctuate in the event that the market price of Chesapeake common stock increases relative to the market price of WildHorse common stock between the date of the merger agreement and the completion of the merger.

That the merger agreement imposes restrictions on Chesapeake s ability to solicit alternative transactions and make certain acquisitions, which are described in the sections entitled *The Merger Agreement Interim Operations of WildHorse and Chesapeake Pending the Merger* and *The Merger Agreement No Solicitation; Changes of Recommendation* beginning on pages 148 and 154, respectively.

That there are limited circumstances in which the Chesapeake board may terminate the merger agreement or change its recommendation that Chesapeake shareholders approve the Chesapeake issuance proposal, and if the merger agreement is terminated by WildHorse as a result of a change in recommendation of the Chesapeake board, Chesapeake has agreed to pay WildHorse a reverse termination fee of $120 million. For additional information, see the section entitled *The Merger Agreement Termination* beginning on page 171.

That if the merger agreement is terminated by either party because Chesapeake shareholders have not approved the merger proposal, Chesapeake has agreed to pay WildHorse an expense reimbursement of $35 million. For additional information, see the section entitled *The Merger Agreement Termination* beginning on page 171.

The requirement that Chesapeake must hold a shareholder vote on the approval of the Chesapeake issuance proposal, even if the Chesapeake board has withdrawn or changed its recommendation in favor of the Chesapeake issuance proposal, and the inability of Chesapeake to terminate the merger agreement in connection with an acquisition proposal. For additional information, see the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation* beginning on page 154.

The ability of the WildHorse board, in certain circumstances, to terminate the merger agreement or change its recommendation that WildHorse s stockholders approve the merger proposal.

The transaction costs to be incurred by Chesapeake in connection with the merger.

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The likelihood of lawsuits being brought against Chesapeake, WildHorse or their respective boards in connection with the merger.

The risks associated with the occurrence of events that may materially and adversely affect the financial condition, properties, assets, liabilities, business or results of operations of WildHorse and its subsidiaries but that will not entitle Chesapeake to terminate the merger agreement.

The potential impact on the market price of Chesapeake common stock as a result of the issuance of the merger consideration to WildHorse stockholders.

That Chesapeake s directors and executive officers have interests in the merger that may be different from, or in addition to, the interests of Chesapeake shareholders generally, as more fully described under *The Merger Interests of Chesapeake s Directors and Executive Officers in the Merger* beginning on page 131.

Various other risks described in the section entitled *Risk Factors* beginning on page 45.

The Chesapeake board considered all of these factors as a whole and unanimously concluded that they supported a determination to approve the merger agreement and the transactions contemplated thereby, including the issuance of shares of Chesapeake common stock in connection with the merger. The foregoing discussion of the information and factors considered by the Chesapeake board is not exhaustive. In view of the wide variety of factors considered by the Chesapeake board in connection with its evaluation of the merger and the complexity of these matters, the Chesapeake board did not consider it practical to, nor did it attempt to, quantify, rank or otherwise assign relative weights to the specific factors that it considered in reaching its decision. In considering the factors described above and any other factors, individual members of the Chesapeake board may have viewed factors differently or given different weight or merit to different factors.

In considering the recommendation of the Chesapeake board that the Chesapeake shareholders vote to approve the Chesapeake issuance proposal, Chesapeake shareholders should be aware that the directors and executive officers of Chesapeake may have certain interests in the merger that may be different from, or in addition to, the interests of Chesapeake shareholders generally. The Chesapeake board was aware of these interests and considered them when approving the merger agreement and recommending that Chesapeake shareholders vote to approve the Chesapeake issuance proposal, which are described in the section entitled *The Merger Interests of Chesapeake Directors and Executive Officers in the Merger* beginning on page 131.

The foregoing discussion of the information and factors considered by the Chesapeake board is forward-looking in nature and should be read in light of the factors described in the section entitled *Cautionary Statement Regarding Forward-Looking Statements* beginning on page 59.

Opinion of Goldman Sachs & Co. LLC, Chesapeake s Financial Advisor

On October 29, 2018, Goldman Sachs delivered to the Chesapeake board its oral opinion, subsequently confirmed in writing, that, as of such date and based upon and subject to the factors and assumptions set forth therein, the share consideration and the mixed consideration, taken in the aggregate, to be paid by Chesapeake for the outstanding shares of WildHorse common stock pursuant to the merger agreement (the aggregate merger consideration) was fair from a financial point of view to Chesapeake.

The full text of the written opinion of Goldman Sachs, dated October 29, 2018, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached as Annex B and is incorporated by reference into this joint proxy statement/prospectus. The summary of the opinion of Goldman Sachs in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of the opinion.

Goldman Sachs provided advisory services and its opinion for the information and assistance of the Chesapeake board in connection with its consideration of the merger. The Goldman Sachs opinion is not a

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recommendation as to how any holder of shares of Chesapeake common stock should vote with respect to the issuance of Chesapeake common stock in the merger or any other matter.

In connection with rendering the opinion described above and performing its related financial analyses, Goldman Sachs reviewed, among other things:

- the merger agreement;
- annual reports to shareholders and annual reports on Form 10-K of Chesapeake for the five years ended December 31, 2017 and of WildHorse for the two years ended December 31, 2017;
- WildHorse s registration Statement filed on Form S-1, including the prospectus contained therein dated December 13, 2016, relating to the initial public offering of the shares of WildHorse common stock;
- certain interim reports to shareholders and quarterly reports on Form 10-Q of Chesapeake and WildHorse;
- certain publicly available research analyst reports for Chesapeake and WildHorse;
- certain internal financial analyses and forecasts for WildHorse prepared by its management; and
- certain internal financial analyses and forecasts for Chesapeake stand alone and pro forma for the merger and certain financial analyses and forecasts for WildHorse, in each case, as prepared by the management of Chesapeake and approved for Goldman Sachs use by Chesapeake (the forecasts), including certain operating synergies projected by the management of Chesapeake to result from the merger, as approved for Goldman Sachs use by Chesapeake (the synergies).

Goldman Sachs also held discussions with members of the senior managements of Chesapeake and WildHorse regarding their assessment of the past and current business operations, financial condition, and future prospects of WildHorse and with members of the senior management of Chesapeake regarding their assessment of the past and current business operations, financial condition and future prospects of Chesapeake and the strategic rationale for, and potential benefits of, the merger; reviewed the reported price and trading activity for the shares of Chesapeake common stock and the shares of WildHorse common stock; compared certain financial and stock market information for Chesapeake and WildHorse with similar information for certain other companies the securities of which are publicly traded; reviewed the financial terms of certain recent business combinations in the oil and gas industry; and performed such other studies and analyses, and considered such other factors, as it deemed appropriate.

For purposes of rendering this opinion, Goldman Sachs, with Chesapeake s consent, relied upon and assumed the accuracy and completeness of all of the financial, legal, regulatory, tax, accounting and other information provided to, discussed with or reviewed by, it, without assuming any responsibility for independent verification thereof. In that regard, Goldman Sachs assumed with Chesapeake s consent that the forecasts, including the synergies, were

reasonably prepared on a basis reflecting the best currently available estimates and judgments of the management of Chesapeake. Goldman Sachs did not make an independent evaluation or appraisal of the assets and liabilities (including any contingent, derivative or other off-balance-sheet assets and liabilities) of Chesapeake, WildHorse or any of their respective subsidiaries and it was not furnished with any such evaluation or appraisal. Goldman Sachs assumed that all governmental, regulatory or other consents and approvals necessary for the consummation of the merger will be obtained without any adverse effect on Chesapeake or WildHorse or on the expected benefits of the merger in any way meaningful to its analysis. Goldman Sachs also assumed that the merger will be consummated on the terms set forth in the merger agreement, without the waiver or modification of any term or condition the effect of which would be in any way meaningful to its analysis.

Goldman Sachs opinion does not address the underlying business decision of Chesapeake to engage in the merger or the relative merits of the merger as compared to any strategic alternatives that may be available to

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Chesapeake; nor does it address any legal, regulatory, tax or accounting matters. Goldman Sachs opinion addresses only the fairness from a financial point of view to Chesapeake, as of the date of the opinion, of the aggregate merger consideration to be paid by Chesapeake for the outstanding shares of WildHorse common stock pursuant to the merger agreement. Goldman Sachs opinion does not express any view on, and does not address, any other term or aspect of the merger agreement or the merger or any term or aspect of any other agreement or instrument contemplated by the merger agreement or entered into or amended in connection with the transaction, including the fairness of the merger to, or any consideration received in connection therewith by, the holders of any other class of securities, creditors, or other constituencies of Chesapeake; nor as to the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of Chesapeake or WildHorse, or class of such persons in connection with the merger, whether relative to the merger consideration to be paid by Chesapeake pursuant to the merger agreement or otherwise. In addition, Goldman Sachs does not express any opinion as to the prices at which shares of Chesapeake common stock will trade at any time or as to the impact of the merger on the solvency or viability of Chesapeake or WildHorse or the ability of Chesapeake or WildHorse to pay their respective obligations when they come due. Goldman Sachs opinion was necessarily based on economic, monetary market and other conditions, as in effect on, and the information made available to it as of the date of the opinion and Goldman Sachs assumed no responsibility for updating, revising or reaffirming its opinion based on circumstances, developments or events occurring after the date of its opinion. Goldman Sachs opinion was approved by a fairness committee of Goldman Sachs.

The following is a summary of the material financial analyses delivered by Goldman Sachs to the Chesapeake board in connection with rendering the opinion described above. The following summary, however, does not purport to be a complete description of the financial analyses performed by Goldman Sachs, nor does the order of analyses described represent relative importance or weight given to those analyses by Goldman Sachs. Some of the summaries of the financial analyses include information presented in tabular format. The tables must be read together with the full text of each summary and are alone not a complete description of Goldman Sachs financial analyses. Except as otherwise noted, the following quantitative information, to the extent that it is based on market data, is based on market data as it existed on or before October 29, 2018, the last trading day prior to public announcement of the merger, and is not necessarily indicative of current market conditions.

Historical Stock Trading Analysis. Goldman Sachs first calculated the implied value of the share consideration as equal to $22.28 per share of WildHorse common stock by taking the product of $3.72, the closing price of shares of Chesapeake common stock on October 29, 2018, multiplied by 5.989 shares of Chesapeake common stock. Goldman Sachs also calculated the implied value of the mixed consideration as equal to $22.85 by adding (a) the product of $3.72, the closing price of shares of Chesapeake common stock on October 29, 2018, multiplied by 5.336 shares of Chesapeake common stock (such product deriving an implied value of the stock portion of the mixed consideration of $19.85) plus (b) $3.00, the cash portion of the mixed consideration. Goldman Sachs calculated the implied value of the aggregate merger consideration as equal to $2.994 billion if all shares of WildHorse common stock elect the share consideration (the All Share Consideration Case) and $3.071 billion if all shares of WildHorse common stock elect the mixed consideration (the All Mixed Consideration Case) by multiplying $22.28 and $22.85, respectively, by the total number of fully diluted shares of WildHorse common stock outstanding as of October 29, 2018, as provided by WildHorse management and approved for Goldman Sachs use by Chesapeake management.

Using this information, Goldman Sachs analyzed the implied value of the per share merger consideration to be paid to holders of WildHorse common stock pursuant to the merger agreement in relation to:

the closing price for WildHorse common stock on October 29, 2018, and

the volume-weighted average price of the shares of WildHorse common stock over the 30-day period ended October 29, 2018.

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The results of these calculations are listed below:

Implied Premiums

	Share Consideration	Mixed Consideration
Premium to 1-Day Close ($18.42)	21.0%	24.0%
Premium to 30-Day VWAP ($22.51)	(1.0)%	1.5%
Premium to 52-Week High Close ($28.48)	(21.8)%	(19.8)%
Premium to 52-Week Low Close ($12.79)	74.2%	78.7%

Illustrative Net Asset Value Analysis WildHorse Standalone. Using the forecasts for WildHorse, Goldman Sachs performed an illustrative net asset value analysis of WildHorse. Goldman Sachs calculated indications of the present value of the after-tax future cash flows that WildHorse could be expected to generate from its existing proved developed producing reserves, proved developed non-producing reserves and undeveloped resources through the end of their economic lives. Using discount rates ranging from 7.5% to 8.5%, reflecting an estimate of WildHorse s weighted average cost of capital, Goldman Sachs discounted to present value as of September 30, 2018 estimates of the after-tax cash flows for WildHorse, as reflected in the forecasts. Goldman Sachs derived such range of discount rates by application of the Capital Asset Pricing Model (CAPM), which requires certain company-specific inputs, including WildHorse s target capital structure weightings, the cost of long-term debt, and a beta for WildHorse, as well as certain financial metrics for the United States financial markets generally. Goldman Sachs then calculated indications of WildHorse s illustrative net asset value by subtracting from the illustrative discounted after-tax cash flows WildHorse s net debt as of September 30, 2018 (per management of WildHorse, as approved for Goldman Sachs use by management of Chesapeake). This analysis implied an illustrative range of net asset values per share of WildHorse common stock from $23.02 to $25.94.

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Public Deal Premiums. Goldman Sachs reviewed the implied premiums paid in select transactions involving U.S. public company targets operating primarily in the upstream segment of the oil and gas industry having transaction enterprise values greater than $1 billion since 2009. For each of the transactions, Goldman Sachs compared, based on information it obtained from Capital IQ, Bloomberg, PLS, and IHS Herolds, the implied premium paid in such transaction represented by the per share acquisition price as compared to the target company s closing share price one trading day prior to announcement (referred to in this section as the Implied Premium). The following table presents the results of this analysis:

Selected Transactions

Announcement Date	Acquirer	Target	Implied Premium
October 28, 2018	Denbury Resources Inc.	Penn Virginia Corporation	18.4%
August 14, 2018	Diamondback Energy, Inc.	Energen Corporation	19.0%
March 28, 2018	Concho Resources Inc.	RSP Permian, Inc.	29.1%
June 19, 2017	EQT Corporation	Rice Energy Inc.	37.3%
January 16, 2017	Noble Energy, Inc.	Clayton Williams Energy, Inc.	33.7%
May 16, 2016	Range Resources Corporation	Memorial Resource Development Corp.	17.1%
May 11, 2015	Noble Energy, Inc.	Rosetta Resources Inc.	37.7%
September 29, 2014	Encana Corporation	Athlon Energy Inc.	25.2%
March 12, 2014	Energy XXI (Bermuda) Limited	EPL Oil & Gas, Inc.	34.0%
February 21, 2013	LinnCo, LLC	Berry Petroleum Company	19.8%
December 5, 2012	Freeport-McMoRan Copper & Gold Inc.	McMoRan Exploration Co.	74.3%
December 5, 2012	Freeport-McMoRan Copper & Gold Inc.	Plains Exploration & Production Company	38.7%
April 25, 2012	Halcon Resources Corporation	GeoResources, Inc.	23.4%
October 17, 2011	Statoil ASA	Brigham Exploration Company	20.2%
July 14, 2011	BHP Billiton Limited	Petrohawk Energy Corporation	65.0%
November 9, 2010	Chevron Corporation	Atlas Energy, Inc.	36.6%
April 15, 2010	Apache Corporation	Mariner Energy, Inc.	44.9%
April 4, 2010	Sandridge Energy, Inc.	Arena Resources, Inc.	16.8%
December 14, 2009	Exxon Mobil Corporation	XTO Energy Inc.	24.6%
November 1, 2009	Denbury Resources Inc.	Encore Acquisition Company	34.9%

Goldman Sachs then applied a range of illustrative premia of 16.8% to 74.3%, representing the low and high implied premia calculated above, to the closing price of $18.42 per share of WildHorse common stock on October 29, 2018, to derive a range of implied per share values of $21.51 to $32.11.

Illustrative Net Asset Value Analysis Chesapeake Standalone. Using the forecasts, Goldman Sachs performed an illustrative net asset value analysis of Chesapeake. Goldman Sachs calculated indications of the present value of the

after-tax future cash flows that Chesapeake could be expected to generate from its existing proved developed producing reserves, proved developed non-producing reserves and undeveloped resources through the end of their economic lives. Using discount rates ranging from 8.5% to 9.5%, reflecting an estimate of Chesapeake s weighted average cost of capital, Goldman Sachs discounted to present value as of

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September 30, 2018 estimates of the after-tax cash flows for Chesapeake, as reflected in the forecasts. Goldman Sachs derived such range of discount rates by application of the CAPM, which requires certain company-specific inputs, including Chesapeake s target capital structure weightings, the cost of long-term debt, and a beta for Chesapeake, as well as certain financial metrics for the United States financial markets generally. Goldman Sachs then calculated indications of Chesapeake s illustrative net asset value by subtracting from the illustrative discounted after-tax cash flows Chesapeake s net debt as of September 30, 2018 pro forma for the application of the net proceeds of Chesapeake s divestiture of its Utica assets (per management of Chesapeake). This analysis implied an illustrative range of net asset values per share of Chesapeake common stock from $3.20 to $4.56.

Using the range of illustrative values per share of WildHorse common stock and the range of illustrative values per share of Chesapeake common stock on a standalone basis as calculated above, Goldman Sachs calculated an illustrative range of implied exchange ratios of 5.683 to 7.187 shares of Chesapeake common stock per share of WildHorse common stock.

Illustrative Net Asset Value Analysis Pro Forma Combined Company. Using the forecasts for Chesapeake pro forma for the merger, including the synergies, Goldman Sachs performed an illustrative net asset value analysis of the pro forma combined company. Goldman Sachs calculated indications of the present value of the after-tax future cash flows that the pro forma combined company could be expected to generate from its existing proved developed producing reserves, proved developed non-producing reserves and undeveloped resources through the end of their economic lives. Using discount rates ranging from 8.0% to 9.0%, reflecting an estimate of the pro forma combined company s weighted average cost of capital, Goldman Sachs discounted to present value as of September 30, 2018 estimates of the after-tax cash flows for the pro forma combined company, as reflected in the forecasts. Goldman Sachs derived such range of discount rates by application of the Capital Asset Pricing Model, which requires certain company-specific inputs, including the pro forma combined company s target capital structure weightings, the cost of long-term debt, and a beta for the pro forma combined company, as well as certain financial metrics for the United States financial markets generally. Goldman Sachs then calculated indications of the pro forma combined company s illustrative net asset value by subtracting from the illustrative discounted after-tax cash flows the pro forma combined company s net debt as of September 30, 2018 pro forma for the application of the net proceeds of Chesapeake s divestiture of its Utica assets (per management of Chesapeake) under each of the All Share Consideration Case and the All Mixed Consideration Case. This analysis implied an illustrative range of net asset values per share of Chesapeake common stock pro forma for the merger from $4.13 to $5.14 in the All Share Consideration Case and from $4.11 to $5.17 in the All Mixed Consideration Case.

Using the assumptions described above, Goldman Sachs then calculated the ranges of illustrative net asset value accretion per share of Chesapeake common stock pro forma for the merger for each of the All Share Consideration Case and the All Mixed Consideration Case. The results of these calculations are listed below:

All Share Consideration Case Accretion/(Dilution)	12.6%-29.0%
All Mixed Consideration Case Accretion/(Dilution)	13.2%-28.2%

General

The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Selecting portions of the analyses or of the summary set forth above, without considering the analyses as a whole, could create an incomplete view of the processes underlying Goldman Sachs opinion. In arriving

at its fairness determination, Goldman Sachs considered the results of all of its analyses and did not attribute any particular weight to any factor or analysis considered by it. Rather, Goldman Sachs made its determination as to fairness on the basis of its experience and professional judgment after considering the results of all of its analyses. No company or transaction used in the above analyses as a comparison is directly comparable to Chesapeake or WildHorse or the merger.

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Goldman Sachs prepared these analyses for purposes of Goldman Sachs providing its opinion to the Chesapeake board as to the fairness from a financial point of view to Chesapeake of the aggregate merger consideration to be paid by Chesapeake for the outstanding shares of WildHorse common stock pursuant to the merger agreement. These analyses do not purport to be appraisals nor do they necessarily reflect the prices at which businesses or securities actually may be sold. Analyses based upon forecasts of future results are not necessarily indicative of actual future results, which may be significantly more or less favorable than suggested by these analyses. Because these analyses are inherently subject to uncertainty, being based upon numerous factors or events beyond the control of the parties or their respective advisors, none of Chesapeake, WildHorse, Goldman Sachs or any other person assumes responsibility if future results are materially different from those forecast.

The merger consideration was determined through arm s-length negotiations between Chesapeake and WildHorse and was approved by the Chesapeake board. Goldman Sachs provided advice to Chesapeake during these negotiations. Goldman Sachs did not, however, recommend any specific amount of consideration to Chesapeake or the Chesapeake board or that any specific amount of consideration constituted the only appropriate consideration for the merger.

As described above, Goldman Sachs opinion to the Chesapeake board was one of many factors taken into consideration by the Chesapeake board in making its determination to approve the merger agreement. The foregoing summary does not purport to be a complete description of the analyses performed by Goldman Sachs in connection with the fairness opinion and is qualified in its entirety by reference to the written opinion of Goldman Sachs included as Annex B to this joint proxy statement/prospectus.

Goldman Sachs and its affiliates are engaged in advisory, underwriting and financing, principal investing, sales and trading, research, investment management and other financial and non-financial activities and services for various persons and entities. Goldman Sachs and its affiliates and employees, and funds or other entities they manage or in which they invest or have other economic interests or with which they co-invest, may at any time purchase, sell, hold or vote long or short positions and investments in securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments of Chesapeake, WildHorse and any of their respective affiliates and third parties, including NGP and Carlyle Group Management LLC (for purposes of this section, Carlyle), each an affiliate of significant stockholders of WildHorse, and their respective affiliates and portfolio companies, or any currency or commodity that may be involved in the transaction contemplated by the merger agreement. Goldman Sachs acted as financial advisor to Chesapeake in connection with, and participated in certain of the negotiations leading to, the merger. Goldman Sachs has provided certain financial advisory and/or underwriting services to Chesapeake and/or its affiliates from time to time for which the Investment Banking Division of Goldman Sachs has received, and may receive, compensation, including acting as advisor with respect to the sale of Utica Shale assets in July 2018; and as bookrunner with respect to an offering of 7.00% Senior Notes due 2024 (aggregate principal amount $850 million) and 7.50% Senior Notes due 2026 (aggregate principal amount $400 million) in September 2018. During the two year period ended October 29, 2018, Goldman Sachs has recognized compensation for financial advisory and/or underwriting services provided by its Investment Banking Division to Chesapeake and/or its affiliates of approximately $3.8 million. Goldman Sachs has provided certain financial advisory and/or underwriting services to NGP and/or its affiliates and portfolio companies from time to time for which the Investment Banking Division of Goldman Sachs has received, and may receive, compensation, including having acted as joint bookrunner with respect to a follow-on offering of 22,000,000 shares of Common Stock of RSP Permian, a portfolio company of NGP, in October 2016; as joint bookrunner with respect to an offering of 5.250% notes due 2025 (aggregate principal amount $450 million) by RSP Permian in December 2016; as co-manager with respect to a follow-on offering of 22,000,000 shares of Class A Common Stock of Parsley Energy, a portfolio company of NGP, in January 2017; as joint bookrunner with respect to the initial public offering of 48,000,000 units consisting of one share of Class A Common Stock and one third of one warrant to purchase one share of Class A Common Stock of Vantage Energy Acquisition Corp., a portfolio company of NGP, in April 2017; as co-manager with respect to an offering of 6.00% Series C

Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (aggregate principal amount

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$400 million) of Enlink Midstream Partners, L.P., a portfolio company of NGP, in September 2017; and as joint bookrunner with respect to the initial public offering of Boaz Energy II, a portfolio company of NGP, in May 2018. During the two year period ended October 29, 2018, Goldman Sachs has recognized compensation for financial advisory and/or underwriting services provided by its Investment Banking Division to NGP and/or its affiliates and portfolio companies of approximately $35 million. Goldman Sachs also has provided certain financial advisory and/or underwriting services to Carlyle and/or its affiliates and portfolio companies from time to time for which the Investment Banking Division of Goldman Sachs has received, and may receive, compensation, including having acted as joint bookrunner with respect to the initial public offering of ConvaTec Inc., a portfolio company of Carlyle, in October 2016; as joint bookrunner with respect to an offering of 7.625% Senior Notes due 2022 (aggregate principal amount $550 million) by Pharmaceutical Product Development, Inc., a portfolio company of Carlyle, in April 2017; as joint lead arranger with respect to a bank loan (aggregate principal amount $500 million) for Carlyle Group (Germany), an affiliate of Carlyle, in May 2017; as joint lead arranger with respect to a bank loan (aggregate principal amount $825 million) for Accudyne Industries, a portfolio company of Carlyle, in August 2017; as co-manager of an offering of $1.469 non-cumulative preferred shares (aggregate principal amount $400 million) of The Carlyle Group L.P., an affiliate of Carlyle, in September 2017; as financial advisor to Signode Industrial Group LLC, a former portfolio company of Carlyle, on its sale to Crown Holdings Inc. in April 2018; and as financial advisor to Novolex, a portfolio company of Carlyle, on its acquisition of Waddington Group Inc. in June 2018. During the two year period ended October 29, 2018, Goldman Sachs has recognized compensation for financial advisory and/or underwriting services provided by its Investment Banking Division to Carlyle and/or its affiliates and portfolio companies of approximately $175 million. Goldman Sachs may also in the future provide investment banking services to Chesapeake, WildHorse and their respective affiliates, NGP and Carlyle and their respective affiliates and portfolio companies for which the Investment Banking Division of Goldman Sachs may receive compensation. Affiliates of Goldman Sachs also may have co-invested with NGP and Carlyle and their respective affiliates from time to time and may have invested in limited partnership units of affiliates of NGP and affiliates of Carlyle from time to time and may do so in the future.

The Chesapeake board selected Goldman Sachs as its financial advisor because it is an internationally recognized investment banking firm that has substantial experience in transactions similar to the merger. Pursuant to a letter agreement dated October 29, 2018, Chesapeake engaged Goldman Sachs to act as its financial advisor in connection with the contemplated transaction. The engagement letter between Chesapeake and Goldman Sachs provides for a transaction fee that is estimated, based on the information available as of the date of public announcement of the merger, at approximately $20 million, all of which is contingent upon consummation of the merger. In addition, Chesapeake has agreed to reimburse Goldman Sachs for certain of its expenses, including attorneys fees and disbursements, and to indemnify Goldman Sachs and related persons against various liabilities, including certain liabilities under the federal securities laws.

Recommendations of the WildHorse Board of Directors and WildHorse s Reasons for the Merger

In determining that the merger and the other transactions contemplated by the merger agreement are fair to, and in the best interests of WildHorse stockholders, in adopting and declaring advisable the merger agreement and the transactions contemplated by the merger agreement, including the merger, and in recommending the adoption of the merger agreement by WildHorse stockholders, the WildHorse board consulted with WildHorse s management, as well as with WildHorse s legal and financial advisors, and considered a number of factors. The principal factors that the WildHorse board viewed as being generally positive or favorable in coming to its determination and related recommendations are:

the aggregate value and composition of the consideration to be received in the merger by holders of WildHorse common stock, including each such holder s ability to elect, at its discretion, to receive all Chesapeake common stock or a mix of Chesapeake common stock and cash;

based on the closing price of shares of Chesapeake common stock on the NYSE of $3.72 on October 29, 2018, the last trading day before the public announcement of the merger agreement, the

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merger consideration represented an implied value of $22.85 for each share of WildHorse common stock (based on the mixed consideration), which represented a premium of approximately 24% to the $18.42 per share closing price of WildHorse common stock on October 29, 2018, the last trading day before the public announcement of the merger agreement;

following the merger, WildHorse stockholders will have the opportunity as equity holders to participate in the value of the combined company, including expected future growth;

the combination of Chesapeake and WildHorse will create a leading exploration and production company, with a large and geographically diverse portfolio of assets and an expanded presence in the Eagle Ford Shale in South and East Texas;

the merger will provide WildHorse stockholders with the benefits of Chesapeake s strong and extensive operating history and technical expertise for unconventional development;

the fact that the merger diversifies WildHorse, providing complementary resources, including that:

- WildHorse s extensive inventory of drilling locations in the Eagle Ford provides Chesapeake with improved exposure to oil, while providing WildHorse improved exposure to gas; and

- Chesapeake s size and scale in the Powder River Basin, Anadarko Basin, Marcellus Shale and Haynesville/Bossier Shales should reduce WildHorse stockholder exposure to standalone share price volatility;

the belief of the WildHorse board that the merger will be accretive to WildHorse stockholders on a cash flow per share basis;

the merger creates a combined company with enhanced size, scale and access to (and lower cost of) capital;

the expectation that the combined company will have greater financial and operational flexibility to pursue acquisitions and other growth opportunities in WildHorse s current areas of focus, and in complementary plays, as compared to WildHorse on a standalone basis;

the merger will provide WildHorse stockholders with increased trading liquidity, as Chesapeake s common stock has a larger average daily trading volume and public float than WildHorse s common stock;

each of Chesapeake and WildHorse has successfully employed a strategy of reducing costs, improving returns and increasing cash flow;

the complementary nature of the skill sets for the technical teams of Chesapeake and WildHorse;

the fact that the merger agreement provides that Chesapeake must within 30 days of the date of the merger agreement, enter into the required hedging agreements for 2019 and prior to December 31, 2018, enter into the required hedging agreements for 2020;

the fact that the merger agreement provides that Chesapeake must appoint two directors designated by the WildHorse board to serve on the combined company s board, subject to the existence of an additional board vacancy on the Chesapeake board or an increase in the total board seats on the Chesapeake board;

the benefits of the merger discussed would be amplified in the event that natural gas prices rise;

the operating synergies attributable to the combination of the two companies, particularly with respect to market access, operating expenses, improved drilling and targeting techniques and overhead expenses;

cost reductions through leveraging service provider relationships and reducing drilling and completion times;

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the fact that WildHorse would have to increase its staffing as an independent, standalone company in order to fully exploit its assets;

the fact that the transactions contemplated by the merger agreement will qualify for federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code, which means that the transaction will be a tax-free transaction for WildHorse stockholders (other than with respect to cash received in the transaction); and

(i) the oral opinion of Morgan Stanley to the WildHorse board, which opinion was subsequently confirmed in a written opinion dated October 29, 2018, that, as of the date of such opinion, and subject to the various assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of the review undertaken by Morgan Stanley as set forth in its written opinion, the merger consideration to be received by the holders of shares of the WildHorse common stock pursuant to the merger agreement was fair from a financial point of view to such holders of shares of WildHorse common stock and (ii) the oral opinion of TPH to the WildHorse board, which was subsequently confirmed by delivery of a written opinion dated October 29, 2018, that, based upon and subject to the limitations, qualifications and assumptions set forth in its opinion, as of the date of the opinion, the merger consideration to be paid to the holders of outstanding shares of WildHorse common stock pursuant to the merger agreement was fair, from a financial point of view, to such holders, each as more fully described below under the caption *Opinion of Tudor Pickering Holt & Co Advisors LP, WildHorse s Financial Advisor and Opinion of Morgan Stanley & Co. LLC, WildHorse s Financial Advisor* beginning on pages 104 and 107, respectively.

In addition to considering the factors above, the WildHorse board also considered the following factors:

the recommendation of the merger by WildHorse management;

the knowledge of the WildHorse board of WildHorse s business, financial condition, results of operations and prospects, as well as Chesapeake s business, financial condition, results of operation and prospects, taking into account the results of WildHorse s due diligence review of Chesapeake;

the fact that the exchange ratios are fixed and will not increase or decrease based upon changes in the market price of WildHorse or Chesapeake common stock between the date of the merger agreement and the date of completion of the merger;

the review by the WildHorse board, in consultation with WildHorse s management and advisors, of the structure of the merger and the terms and conditions of the merger agreement;

the fact that none of the four other potential strategic bidders approached with respect to a potential transaction with WildHorse expressed interest in pursuing a transaction with WildHorse and the belief of the WildHorse board, following consultation with management and the WRD Financial Advisors, that it was unlikely that an alternative bidder could consummate a transaction that would provide greater stockholder

value and be on superior terms than is being provided in connection with the merger;

the fact that the merger agreement does not preclude a third party from making an unsolicited competing proposal to WildHorse and, under certain circumstances more fully described in *The Merger Agreement No Solicitation of Competing Proposals*, WildHorse may furnish non-public information to and enter into discussions with such third party regarding the competing proposal;

the right of the WildHorse board to change its recommendation to WildHorse stockholders or to terminate the merger agreement in order to accept a WildHorse superior proposal, subject to certain conditions (including considering any adjustments to the merger agreement proposed by Chesapeake and payment to Chesapeake by WildHorse of an $85,000,000 termination fee);

the right of the WildHorse board to change its recommendation to WildHorse stockholders regarding the merger upon the occurrence of an intervening event if it determines in good faith (after consultation

with its financial advisors and outside legal counsel) that the failure to take such action would be inconsistent with its duties under applicable law;

that the termination fee of $85,000,000 and the Chesapeake expense reimbursement of $25,000,000, in each case payable by WildHorse to Chesapeake under the circumstances specified in the merger agreement, were not unreasonable in the judgment of the WildHorse board after consultation with its legal advisors;

the support of the merger by Jay C. Graham, the NGP stockholders, and the Carlyle stockholder, as evidenced by their execution of the voting agreements, and that such stockholders are receiving the same per-share consideration in the merger as all other WildHorse stockholders generally, and are not receiving in connection with the merger any other material consideration or material benefit not received by all other WildHorse stockholders generally;

the fact that the voting agreements would terminate in part upon any change in recommendation by the WildHorse board, thereby relieving Jay C. Graham, the NGP stockholders, and the Carlyle stockholder of their respective obligations to support the merger with respect to a percentage of their aggregate respective shares of WildHorse common stock;

the fact that Chesapeake has agreed that it will not:

enter into, participate or engage in or continue any discussions or negotiations with respect to:

a merger, consolidation, combination or amalgamation with any person that would permit such person to acquire beneficial ownership of at least 20% of Chesapeake s assets or equity interests;

a direct or indirect disposition of any business or assets of Chesapeake that generated more than 20% of Chesapeake s net revenue or EBITDA for the prior twelve month period; or

a direct or indirect acquisition of beneficial ownership by any person of 20% of more of the outstanding shares of Chesapeake common stock;

take any action that is reasonably likely to cause any of the conditions to the merger to not be satisfied;

that the restrictions contemplated by the merger agreement on WildHorse s actions between the date of the merger agreement and the completion of the merger are not, in the judgment of the WildHorse board, unreasonable restrictions on the operation of WildHorse s business during that period;

the restrictions contemplated by the merger agreement on Chesapeake s actions between the date of the merger agreement and the completion of the merger;

the expectation that the merger will obtain all necessary regulatory approvals without unacceptable conditions; and

the likelihood of consummating the merger on the anticipated schedule.

The WildHorse board weighed the foregoing against a number of potentially negative factors, including:

that, because the merger agreement can be approved by holders of a majority of the outstanding WildHorse common stock, and Jay C. Graham, the NGP stockholders, and the Carlyle stockholder (through its ownership of WildHorse preferred stock) indirectly own approximately 66% of the outstanding WildHorse common stock and have entered into the voting agreements with Chesapeake to vote in favor of the merger, the merger does not require the affirmative vote of any other WildHorse stockholders;

that, because the merger consideration is based on a fixed exchange ratio rather than a fixed value, WildHorse stockholders bear the risk of a decrease in the trading price of Chesapeake common stock

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during the pendency of the merger, which has been the trend in the most recent precedent transactions, though the WildHorse board believed that this risk is partially mitigated by the option of each WildHorse stockholder to elect a portion of their consideration be paid in cash;

the fact that the merger agreement does not provide WildHorse with a value-based termination right based on a decline in the price of Chesapeake common stock;

the restrictions on the conduct of WildHorse s business during the period between the execution of the merger agreement and the completion of the merger as set forth in the merger agreement;

that WildHorse stockholders will now be more exposed to natural gas commodity price risks;

that the combined entity will be more highly leveraged than WildHorse on a stand-alone basis;

that the merger agreement imposes limitations on WildHorse s ability to solicit competing proposals or terminate the merger agreement;

the right of the Chesapeake board to change its recommendation to Chesapeake shareholders, subject to certain conditions (including considering any adjustments to the merger agreement proposed by WildHorse and payment to WildHorse of a $120 million reverse termination fee);

the costs associated with the completion of the merger, including management s time and energy and potential opportunity cost;

the risks and contingencies relating to the announcement and pendency of the merger (including the likelihood of litigation brought by or on behalf of WildHorse stockholders or Chesapeake shareholders challenging the merger and the other transactions contemplated by the merger agreement) and the risks and costs to WildHorse if the closing of the merger is not accomplished in a timely manner or if the merger does not close at all, including potential employee attrition, the impact on WildHorse s relationships with third parties and the effect termination of the merger agreement may have on the trading price of WildHorse s common stock and WildHorse s operating results;

the challenges in absorbing the effect of any failure to complete the merger, including potential termination fees and stockholder and market reactions;

the challenges inherent in the combination of two businesses of the size and complexity of WildHorse and Chesapeake, including the possible diversion of management attention for an extended period of time;

that forecasts of future financial and operational results of the combined company are necessarily estimates based on assumptions and may vary significantly from future performance;

the risk of not being able to realize all of the anticipated cost savings and operational synergies between WildHorse and Chesapeake and the risk that other anticipated benefits might not be realized;

that Chesapeake s obligation to close the merger is conditioned on a vote of its shareholders to approve the issuance of Chesapeake common stock to be used as merger consideration;

that WildHorse s directors and executive officers have interests in the merger that may be different from, or in addition to, the interests of WildHorse stockholders generally, as more fully described under *The Merger Interests of WildHorse Directors and Executive Officers in the Merger* beginning on page 134;

the terms of the merger agreement relating to no shop covenants and termination fees, and the potential that such provisions might deter alternative bidders that might have been willing to submit a superior proposal to WildHorse;

that WildHorse s representations and interim operating covenants are more restrictive than Chesapeake s representations and interim operating covenants are, thereby giving Chesapeake more flexibility than WildHorse between signing and closing of the merger agreement;

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that the potential benefits sought in the merger might not be fully realized;

that WildHorse stockholders will be forgoing the potential benefits, if any, that could be realized by remaining as stockholders of WildHorse as a standalone entity;

the transaction costs to be incurred in connection with the merger; and

the risks of the type and nature described under *Risk Factors*, beginning on page 45 and the matters described under *Cautionary Statement Regarding Forward-Looking Statements* beginning on page 59.

This discussion of the information and factors considered by the WildHorse board in reaching its conclusions and recommendation includes the principal factors considered by the WildHorse board, but is not intended to be exhaustive and may not include all of the factors considered by the WildHorse board. In view of the wide variety of factors considered in connection with its evaluation of the merger and the other transactions contemplated by the merger agreement, and the complexity of these matters, the WildHorse board did not find it useful and did not attempt to quantify, rank or assign any relative or specific weights to the various factors that it considered in reaching its determination to approve the merger and the other transactions contemplated by the merger agreement, and to make its recommendation to WildHorse stockholders.

Rather, the WildHorse board viewed its decisions as being based on the totality of the information presented to it and the factors it considered, including its discussions with, and questioning of, members of WildHorse s management and outside legal and financial advisors. In addition, individual members of the WildHorse board may have assigned different weights to different factors.

WildHorse s directors and executive officers have interests in the merger that may be different from, or in addition to, the interests of WildHorse stockholders generally, as more fully described under *The Merger Interests of WildHorse Directors and Executive Officers in the Merger* beginning on page 134. The WildHorse board was aware of and considered these potential interests, among other matters, in evaluating the merger and in making its recommendation to WildHorse stockholders.

The WildHorse board unanimously determined that the merger and the other transactions contemplated by the merger agreement are fair to, and in the best interests of, WildHorse stockholders, approved and declared advisable the merger agreement and the transactions contemplated by the merger agreement, including the merger, and directed that the merger agreement be submitted to the WildHorse stockholders for adoption and recommended that the WildHorse stockholders adopt the merger agreement and approve all other actions or matters necessary or desirable to give effect to the foregoing. **The WildHorse board unanimously recommends that WildHorse stockholders vote FOR the merger proposal, FOR the non-binding, advisory compensation proposal and FOR the adjournment proposal.**

Opinion of Tudor Pickering Holt & Co Advisors LP, WildHorse s Financial Advisor

WildHorse retained TPH to act as its financial advisor for a potential sale of, or business combination involving, WildHorse and provide a financial opinion to the WildHorse board. On October 29, 2018, at a meeting of the WildHorse board held to evaluate the transactions contemplated by the merger agreement, TPH rendered its oral opinion, subsequently confirmed in writing, that, as of October 29, 2018 and based on and subject to the limitations, qualifications and assumptions set forth in the opinion and based on other matters as TPH considered relevant, the merger consideration to be paid to the holders of outstanding shares of the WildHorse common stock pursuant to the

merger agreement was fair, from a financial point of view, to such holders.

The TPH opinion speaks only as of the date and time it was rendered and not as of the time the transactions contemplated by the merger agreement may be completed or any other time. The TPH opinion does not reflect changes that may occur or may have occurred after its delivery, which could significantly alter the value, facts or elements on which the opinion was based.

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The full text of TPH s written opinion, which describes, among other things, the assumptions made, procedures followed, factors considered and qualifications and limitations on the scope of the review undertaken, is attached as Annex C to this joint proxy statement/prospectus and is incorporated by reference in its entirety. The summary of TPH s opinion set forth in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of the opinion. WildHorse stockholders are urged to read the TPH opinion carefully and in its entirety. TPH delivered its opinion for the information and assistance of the WildHorse board in connection with its evaluation of the merger. The TPH opinion is not a recommendation as to how any holder of shares of WildHorse common stock or Chesapeake common stock should vote or act with respect to the merger or any other matter, including whether any holder of the WildHorse common stock should elect to receive the mixed consideration or the share consideration.

In connection with rendering its opinion, TPH reviewed, among other things:

1. a draft of the merger agreement dated October 29, 2018;

2. certain publicly available financial statements and other business and financial information with respect to the WildHorse and Chesapeake, including research analyst reports;

3. certain financial projections for WildHorse prepared by the management of WildHorse and certain financial projections for Chesapeake prepared by the management of Chesapeake as modified by the management of WildHorse and approved for the use of WildHorse s financial advisors by the management of WildHorse (which we refer to, collectively, as the WildHorse Company Forecasts), in each case as described under *Certain WildHorse Unaudited Prospective Financial and Operating Information* below, including hydrocarbon resource and production data and forecasts; and

4. certain cost savings projected by the management of WildHorse to result from the merger (the WildHorse Cost Synergies).

TPH also held discussions with members of the senior management of WildHorse and Chesapeake regarding their assessment of the strategic rationale for, and the potential benefits of, the transactions contemplated by the merger agreement and the past and current business operations, financial condition and future prospects of their respective entities. In addition, TPH reviewed the reported price and trading activity for the WildHorse common stock and the Chesapeake common stock, compared certain financial and stock market information for WildHorse and Chesapeake with similar information for certain other companies the securities of which are publicly traded, reviewed the financial terms, to the extent publicly available, of certain recent business combinations in the oil and gas exploration and production industry and performed such other studies and analyses, and considered such other factors, as TPH considered appropriate. TPH noted that the WildHorse Company Forecasts and WildHorse Cost Synergies used by TPH in its analysis reflect certain assumptions regarding the oil and gas industry and capital expenditures made by the managements of WildHorse and Chesapeake that were and are subject to significant uncertainty and that, if different than assumed, could have a material impact on TPH s analysis and its opinion.

For purposes of its opinion, TPH assumed and relied upon, without assuming any responsibility for independent verification, the accuracy and completeness of all of the financial, accounting, legal, tax, regulatory and other information provided to, discussed with or reviewed by or for it, or publicly available. In that regard, TPH assumed,

with WildHorse board s consent, that the WildHorse Company Forecasts and WildHorse Cost Synergies (i) had been reasonably prepared on a basis reflecting the best currently available estimates and judgments of WildHorse and Chesapeake and (ii) provided a reasonable basis upon which to evaluate the transactions contemplated by the merger agreement. TPH expressed no view or opinion with respect to the WildHorse Company Forecasts, WildHorse Cost Synergies or the assumptions on which they were based and TPH further assumed, among other things, that (i) the executed merger agreement (together with the exhibits and schedules thereto) would not differ in any respect material to its analyses or opinion from the draft versions it examined, referenced above, (ii) the representations and warranties of all parties to the merger agreement and all other related documents and instruments that are referred to therein were true and correct, (iii) each party to the

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merger agreement and such other related documents and instruments would fully and timely perform all of the covenants and agreements required to be performed by such party, (iv) all conditions to the consummation of the transactions contemplated by the merger agreement would be satisfied without amendment or waiver thereof, (v) the transactions contemplated by the merger agreement would be consummated in a timely manner in accordance with the terms described in the merger agreement and such other related documents and instruments, without any amendments or modifications thereto, (vi) the merger and the LLC Sub merger taken together would be treated as a tax-free reorganization, pursuant to the Code and (vii) all governmental, regulatory or other consents or approvals necessary for the consummation of the transactions contemplated by the merger agreement would be obtained without, in the case of each of the foregoing clauses (i)-(vii), any adverse effect on WildHorse, Chesapeake, Merger Sub, the holders of WildHorse common stock or the expected benefits of the transactions contemplated by the merger agreement in each case in any way material to TPH s analysis or its opinion. In addition, TPH did not make an independent evaluation or appraisal of the assets and liabilities (including any contingent, derivative or off-balance-sheet assets and liabilities) of WildHorse or any of its subsidiaries or Chesapeake or any of its subsidiaries, and it was not furnished with any such evaluation or appraisal. TPH s opinion did not address any legal, regulatory, tax or accounting matters.

TPH s opinion was necessarily based on economic, monetary, market and other conditions as in effect on, and the information made available to TPH as of, October 29, 2018. TPH assumed no obligation to update, revise or reaffirm its opinion and expressly disclaimed any responsibility to do so based on circumstances, developments or events that occur, or of which TPH becomes aware after the date its opinion was rendered.

TPH s opinion addressed only the fairness, from a financial point of view, as of October 29, 2018, to the holders of shares of WildHorse common stock of the merger consideration pursuant to the merger agreement. TPH s opinion did not address the underlying business decision of WildHorse to engage in the transactions contemplated by the merger agreement, or the relative merits of the transactions contemplated by the merger agreement as compared to any other alternative transaction that might be available to WildHorse. TPH did not express any view on, and its opinion did not address, any other term or aspect of the merger agreement or the transactions contemplated thereby, including, without limitation, the fairness of the transactions contemplated by the merger agreement to, or any consideration received in connection therewith by, creditors or other constituencies of WildHorse or Chesapeake; nor as to the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of WildHorse or Chesapeake, or any class of such persons, in connection with the transactions contemplated by the merger agreement, whether relative to the merger consideration pursuant to the merger agreement or otherwise. TPH did not express any opinion with respect to the terms of any other agreement entered into or to be entered into in connection with the transactions contemplated by the merger agreement. TPH did not express any opinion as to the prices at which the shares of WildHorse common stock, the Chesapeake common stock or the securities of any other party will trade at any time. TPH did not express any opinion as to the conversion of WildHorse preferred stock into WildHorse common stock prior to the merger as contemplated by the merger agreement or the form or relative fairness of the share consideration and the mixed consideration.

The issuance of TPH s opinion was approved by its fairness opinion committee.

TPH and its affiliates, including Perella Weinberg Partners, as part of their investment banking business, are regularly engaged in performing financial analyses with respect to businesses and their securities in connection with mergers and acquisitions, negotiated underwritings, competitive biddings, secondary distributions of listed and unlisted securities, private placements and other transactions as well as for estate, corporate and other purposes. TPH is an internationally recognized investment banking firm that is also regularly engaged in the valuation of businesses and securities in connection with mergers and acquisitions, negotiated underwritings, secondary distributions of listed and unlisted securities, private placements and valuations for corporate and other purposes. WildHorse selected TPH to act as its financial advisor in connection with the transactions contemplated by the merger agreement on the basis of

TPH s experience in transactions similar to the transactions described in the merger agreement, its reputation in the investment community and its familiarity with WildHorse and its business.

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TPH acted as financial advisor to WildHorse in connection with, and participated in certain negotiations leading to, the transactions contemplated by the merger agreement. Pursuant to the terms of its engagement, WildHorse has agreed to pay TPH a fee for its services that is expected to be approximately $11 million, of which $1 million became payable upon the rendering of TPH s opinion and the remainder of which is contingent upon completion of the merger. In addition, WildHorse has agreed to reimburse TPH for its reasonable and documented out-of-pocket expenses incurred in connection with the engagement, including the reasonable and documented fees and expenses of its legal counsel. WildHorse also agreed to indemnify TPH, its affiliates and its and their respective directors, officers, partners, advisors, consultants, agents or employees for certain liabilities related to or arising out of its rendering of services under its engagement or to contribute to payments TPH may be required to make in respect of these liabilities. TPH has previously provided services to WildHorse, The Carlyle Group L.P. (Carlyle) (which owned approximately 24% of the WildHorse common stock on an as-converted basis as of the date of TPH s opinion), Carlyle s majority-controlled affiliates and portfolio companies (collectively, the Carlyle Related Entities), NGP (which owned approximately 44% of the WildHorse common stock as of the date of TPH s opinion) and NGP s majority-controlled affiliates and portfolio companies (collectively, the NGP Related Entities) on unrelated matters for which TPH has received compensation during the two years prior to the date of TPH s opinion, including serving as an underwriter in connection with WildHorse s initial public offering in 2016. In the two years prior to the date of TPH s opinion, TPH and its affiliates received aggregate fees in connection with such services of approximately $600,000 from WildHorse and less than $2,000,000, in the aggregate, from Carlyle, the Carlyle Related Entities, NGP and the NGP Related Entities. TPH may in the future provide investment banking or other financial services to WildHorse, Chesapeake, any of the other parties or their respective affiliates (including Carlyle, NGP, the Carlyle Related Entities and the NGP Related Entities). In connection with such investment banking or other financial services, TPH may receive compensation. In addition, TPH, its affiliates, directors or officers, including individuals working with WildHorse in connection with the merger may have committed and may commit in the future to invest in private equity funds managed by Carlyle or NGP.

TPH and its affiliates also engage in securities trading and brokerage, private equity activities, investment management activities, equity research and other financial services, and in the ordinary course of these activities, TPH and its affiliates may from time to time acquire, hold or sell, for their own accounts and for the accounts of their customers, (i) equity, debt and other securities (including derivative securities) and financial instruments (including bank loans and other obligations) of WildHorse, Chesapeake or any of the other parties and any of their respective affiliates (including Carlyle, NGP, the Carlyle Related Entities and the NGP Related Entities) and (ii) any currency or commodity that may be material to the parties or otherwise involved in the merger and other matters contemplated by the merger agreement. In addition, TPH and its affiliates and certain of its and their employees, including members of the team performing services in connection with the transactions contemplated by the merger agreement, as well as certain private equity funds and investment management funds associated or affiliated with TPH in which they may have financial interests, may from time to time acquire, hold or make direct or indirect investments in or otherwise finance a wide variety of companies, including WildHorse, Chesapeake, or their respective equityholders or affiliates (including Carlyle, NGP, the Carlyle Related Entities and the NGP Related Entities), other potential acquirers or other parties to the merger agreement or their respective equityholders or affiliates.

Opinion of Morgan Stanley & Co. LLC, WildHorse s Financial Advisor

WildHorse retained Morgan Stanley to provide it with financial advisory services in connection with a potential sale of, or other business combination involving, WildHorse and to provide a financial opinion to the WildHorse board. WildHorse selected Morgan Stanley to act as its financial advisor based on Morgan Stanley s qualifications, expertise and reputation and its knowledge of the business and affairs of WildHorse. On October 29, 2018, at a meeting of the WildHorse board, Morgan Stanley rendered its oral opinion, subsequently confirmed by delivery of a written opinion, dated October 29, 2018, that, as of such date and based upon and subject to the various assumptions made, procedures

followed, matters considered, and qualifications and limitations on the scope of review undertaken by Morgan Stanley as set forth in the written opinion, the merger

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consideration to be received by holders of shares of WildHorse common stock pursuant to the merger agreement was fair from a financial point of view to such holders of shares of the WildHorse common stock.

The full text of the written opinion of Morgan Stanley delivered to the WildHorse board, dated as of October 29, 2018, is attached as Annex D to this joint proxy statement/prospectus and is incorporated herein by reference in its entirety. WildHorse stockholders should read Morgan Stanley s opinion carefully and in its entirety for a discussion of the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of the review undertaken by Morgan Stanley in rendering its opinion. This summary is qualified in its entirety by reference to the full text of such opinion. Morgan Stanley s opinion was directed to the WildHorse board, in its capacity as such, and addressed only the fairness from a financial point of view to the holders of the WildHorse common stock of the merger consideration to be received by such holders pursuant to the merger agreement as of the date of such opinion. Morgan Stanley s opinion did not address any other aspects or implications of the merger. Morgan Stanley s opinion did not in any manner address the price at which the Chesapeake common stock would trade following the consummation of the merger or at which the WildHorse common stock or the Chesapeake common stock or any other securities would trade at any time, and Morgan Stanley expressed no opinion or recommendation to any holder of shares of the WildHorse common stock or the Chesapeake common stock as to how such holder should vote at the WildHorse special meeting or the Chesapeake special meeting, respectively, or whether to take any other action with respect to the merger, including whether any holder of WildHorse common stock should elect to receive the mixed consideration or the share consideration.

For purposes of rendering its opinion, Morgan Stanley:

- reviewed certain publicly available financial statements and other business and financial information of WildHorse and Chesapeake, respectively;
- reviewed certain internal financial statements and other financial and operating data concerning WildHorse and Chesapeake, respectively;
- reviewed the WildHorse Company Forecasts;
- reviewed information relating to certain strategic, financial and operational benefits anticipated from the merger, prepared by the management of WildHorse (which we refer to as the WildHorse Synergies);
- discussed the past and current operations and financial condition and the prospects of WildHorse, including information relating to certain strategic, financial and operational benefits anticipated from the merger, with senior executives of WildHorse;
- discussed the past and current operations and financial condition and the prospects of Chesapeake, including information relating to certain strategic, financial and operational benefits anticipated from the merger, with senior executives of Chesapeake;

reviewed the pro forma impact of the merger on Chesapeake s cash flow per share, consolidated capitalization and certain financial ratios;

reviewed the reported prices and trading activity for the WildHorse common stock and the Chesapeake common stock;

compared the financial performance of WildHorse and Chesapeake and the prices and trading activity of the WildHorse common stock and the Chesapeake common stock with that of certain other publicly-traded companies comparable with WildHorse and Chesapeake, respectively, and their securities;

reviewed the financial terms, to the extent publicly available, of certain comparable business combination transactions;

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participated in certain discussions and negotiations among representatives of WildHorse and Chesapeake and their financial and legal advisors;

reviewed the merger agreement and certain related documents; and

performed such other analyses, reviewed such other information and considered such other factors as Morgan Stanley deemed appropriate.

Morgan Stanley assumed and relied upon, without independent verification, the accuracy and completeness of the information that was publicly available or supplied or otherwise made available to Morgan Stanley by WildHorse and Chesapeake, and formed a substantial basis for its opinion. With respect to the WildHorse Company Forecasts and WildHorse Synergies, Morgan Stanley assumed, with the consent of the WildHorse board, that they had been reasonably prepared on bases reflecting the best currently available estimates and judgments of the respective managements of WildHorse and Chesapeake of the future financial performance of WildHorse and Chesapeake, respectively, and of the strategic, financial and operational benefits anticipated to result from the merger. Morgan Stanley relied upon, without independent verification, the assessment by the managements of WildHorse and Chesapeake of: (i) the strategic, financial and other benefits expected to result from the merger; (ii) the timing and risks associated with the integration of WildHorse and Chesapeake; (iii) their ability to retain key employees of WildHorse and Chesapeake, respectively and (iv) the validity of, and risks associated with, WildHorse and Chesapeake s existing and future technologies, intellectual property, products, services and business models. In addition, Morgan Stanley assumed, that the merger would be consummated in accordance with the terms set forth in the merger agreement without any waiver, amendment or delay of any terms or conditions, including, among other things, that the merger and the subsequent LLC Sub merger, taken together, would be treated as a tax-free reorganization pursuant to the Code, and that the definitive merger agreement would not differ in any material respect from the draft thereof furnished to Morgan Stanley. Morgan Stanley assumed that in connection with the receipt of all the necessary governmental, regulatory or other approvals and consents required for the merger, no delays, limitations, conditions or restrictions would be imposed that would have an adverse effect on the contemplated benefits expected to be derived in the merger in any respect material to Morgan Stanley s analysis. Morgan Stanley noted that it was not a legal, tax or regulatory advisor. Morgan Stanley noted that it is a financial advisor only and relied upon, without independent verification, the assessment of WildHorse and Chesapeake and their legal, tax or regulatory advisors with respect to legal, tax and regulatory matters. Morgan Stanley expressed no opinion with respect to the fairness of the amount or nature of the compensation to any of WildHorse s or Chesapeake s officers, directors or employees, or any class of such persons, whether relative to the merger consideration to be received by the holders of shares of WildHorse common stock in the merger or otherwise. Morgan Stanley did not make any independent valuation or appraisal of the assets or liabilities of WildHorse or Chesapeake, nor was Morgan Stanley furnished with any such valuations or appraisals. Morgan Stanley s opinion was necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to Morgan Stanley as of, the date of its opinion. Events occurring after the date of Morgan Stanley s opinion may affect Morgan Stanley s opinion and the assumptions used in preparing it, and Morgan Stanley did not assume any obligation to update, revise or reaffirm its opinion.

Morgan Stanley s opinion was approved by a committee of Morgan Stanley investment banking and other professionals in accordance with Morgan Stanley s customary practice.

Morgan Stanley s opinion did not address the relative merits of the merger as compared to any other alternative business transaction, or other alternatives, or whether or not such alternatives could be achieved or are available, nor did Morgan Stanley s opinion address the underlying business decision of WildHorse to enter into the merger agreement or proceed with any other transaction contemplated by the merger agreement. In addition, Morgan Stanley s

opinion was not intended to, and did not, in any manner, address the prices at which the Chesapeake common stock would trade following the consummation of the merger or at which the WildHorse common stock, the Chesapeake common stock or any other securities would trade at any time. Morgan Stanley expressed no opinion or recommendation as to the form or relative fairness of the merger consideration to be

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elected by the holders of shares of WildHorse common stock or how any holder of shares of WildHorse common stock or Chesapeake common stock should vote at the WildHorse special meeting or the Chesapeake special meeting, respectively, or act on any matter in connection with the merger. Nor did Morgan Stanley express any opinion as to the conversion of WildHorse preferred stock into WildHorse common stock prior to the merger as contemplated by the merger agreement.

Morgan Stanley is a global financial services firm engaged in the securities, investment management and individual wealth management businesses. Its securities business is engaged in securities underwriting, trading and brokerage activities, foreign exchange, commodities and derivatives trading, prime brokerage, as well as providing investment banking, financing and financial advisory services. Morgan Stanley, its affiliates, directors and officers may at any time invest on a principal basis or manage funds that invest, hold long or short positions, finance positions, and may trade or otherwise structure and effect transactions, for their own account or the accounts of their customers, in debt or equity securities or loans of WildHorse, Chesapeake, Carlyle, the Carlyle Related Entities, NGP, the NGP Related Entities or any other company, or any currency or commodity, that may be involved in the transactions contemplated by the merger agreement, or any related derivative instrument.

Under the terms of its engagement letter, Morgan Stanley provided the WildHorse board with financial advisory services and a financial opinion described in this section and attached as Annex D to this joint proxy statement/prospectus in connection with the merger, and WildHorse has agreed to pay Morgan Stanley a fee for its services that is expected to be approximately $11 million, of which $1 million became payable upon the rendering of Morgan Stanley s opinion and the remainder of which is contingent upon completion of the merger. WildHorse has also agreed to reimburse Morgan Stanley for its reasonable expenses, including reasonable fees of outside counsel and other professional advisors, incurred in connection with its engagement. In addition, WildHorse has agreed to indemnify Morgan Stanley and its affiliates, their respective officers, directors, employees and agents and each other person, if any, controlling Morgan Stanley or any of its affiliates against certain liabilities and expenses, including certain liabilities under the federal securities laws, relating to or arising out of Morgan Stanley s engagement.

In the two years prior to the date of Morgan Stanley s opinion, Morgan Stanley has provided financing services for Chesapeake and has received fees in connection with such services in the range of $1 million to $5 million. In addition, in the two years prior to the date of Morgan Stanley s opinion, Morgan Stanley has provided financial advisory and financing services to Carlyle and the Carlyle Related Entities and has received fees in connection with such services in the range of $50 million to $70 million. Morgan Stanley may also seek to provide financial advisory and financing services to Chesapeake, Carlyle, the Carlyle Related Entities, NGP, the NGP Related Entities and WildHorse and their respective affiliates in the future and would expect to receive fees for the rendering of these services. In addition, Morgan Stanley, its affiliates, directors or officers, including individuals working with WildHorse in connection with the merger, may have committed and may commit in the future to invest in private equity funds managed by Carlyle or NGP.

Summary of Analyses of WildHorse s Financial Advisors

In preparing their analyses, TPH and Morgan Stanley (who we refer to in this section as WildHorse s financial advisors) utilized the WildHorse Company Forecasts, as described in more detail under *Certain WildHorse Unaudited Prospective Financial and Operating Information* below. As described in *Certain WildHorse Unaudited Prospective Financial and Operating Information* below, the financial forecasts for WildHorse prepared by WildHorse management included Case A, Case B and Case C. WildHorse management directed WildHorse s financial advisors to rely on Case C as a reasonable risked case for development of WildHorse s assets. For the purposes of their analyses, WildHorse s financial advisors assumed that the WildHorse preferred stock would be converted into WildHorse common stock prior to the merger as contemplated by the merger agreement.

The data and analyses summarized below are from WildHorse s financial advisors presentation to the WildHorse board delivered on October 29, 2018, which primarily used market closing prices as of October 26,

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2018. The analyses summarized below include information presented in tabular format. In order to fully understand the financial analyses performed, the tables must be considered together with the textual summary of the analyses.

Commodity Price Assumptions

The commodity price assumptions used by WildHorse s financial advisors in certain of their analyses are described under *Certain WildHorse Unaudited Prospective Financial and Operating Information* below.

For purposes of the analyses described below, only TPH relied upon 3-year average price assumptions.

Certain Financial Metrics

For purposes of the analyses described below, the following terms have the following meanings:

EV or enterprise value is calculated as the diluted equity value of a company, plus book value of net debt, any preferred equity and non-controlling interests; and

EBITDAX is calculated as net income plus income taxes, interest expense (less interest income), depreciation, depletion, amortization and exploration expenses.

Discounted Cash Flow Analyses

WildHorse s financial advisors calculated the present value, as of October 1, 2018, of the standalone unlevered cash flows expected to be generated by each of WildHorse and Chesapeake, based on the estimates reflected in the WildHorse Company Forecasts. In performing their analysis, WildHorse s financial advisors applied unlevered discount rates ranging from 8.0% to 10.0% to WildHorse management s (i) estimated unlevered free cash flow for each of WildHorse and Chesapeake based on a mid-year convention for discounting and (ii) estimated terminal value at the end of 2022 based on estimated 2023 EBITDAX for each of WildHorse and Chesapeake as discussed below. The discount rates reflected estimates of each company s weighted average cost of capital.

WildHorse s financial advisors calculated the companies terminal values by applying EBITDAX multiples ranging from, in the case of WildHorse, 3.5x to 5.5x, and in the case of Chesapeake, 5.0x to 7.0x. WildHorse s financial advisors applied such ranges to each of WildHorse s and Chesapeake s estimated 2023 EBITDAX, as set forth in the WildHorse Company Forecasts, to determine their respective terminal values. The ranges of estimated free cash flow and terminal values were then discounted to present values as of October 1, 2018 using the range of discount rates referred to above. The resulting enterprise values were then adjusted by subtracting WildHorse s and Chesapeake s respective net debt to calculate a range of equity values for each company.

The discounted cash flow analysis for WildHorse indicated the following implied reference ranges per share of WildHorse common stock.

	NYMEX Strip Pricing	Wall Street Consensus Pricing	3-Year Average(1)
Case A	$ 19.78 to $37.58	$ 22.98 to $42.68	$ 13.17 to $28.82

Case B	$ 11.81 to $26.04	$ 14.51 to $30.30	$ 5.71 to $18.14
Case C	$ 15.68 to $30.97	$ 18.50 to $35.44	$ 9.46 to $22.87

(1) Used by TPH only.

The discounted cash flow analysis for Chesapeake indicated implied reference ranges per share of Chesapeake common stock of (i) $3.84 to $10.31 at NYMEX strip pricing, (ii) $7.62 to $15.50 at Wall Street consensus pricing, and (iii) $1.52 to $7.49 at the 3-year average (used by TPH only).

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WildHorse s financial advisors used the implied reference ranges above to calculate the following corresponding ranges of implied exchange ratios for the share consideration, in each case by dividing the low implied value per share of WildHorse common stock by the high implied value per share of Chesapeake common stock and dividing the high implied value per share of WildHorse common stock by the low implied value per share of Chesapeake common stock. WildHorse s financial advisors compared these implied exchange ratio ranges for the share consideration to the 5.989x exchange ratio for the share consideration pursuant to the merger agreement.

	NYMEX Strip Pricing	Wall Street Consensus Pricing	3-Year Average(1)
Case A	1.918x to 9.795x	1.482x to 5.605x	1.759x to 18.959x
Case B	1.145x to 6.786x	0.936x to 3.978x	0.763x to 11.930x
Case C	1.521x to 8.073x	1.193x to 4.654x	1.264x to 15.044x

(1) Used by TPH only.

With respect to the mixed consideration, WildHorse s financial advisors adjusted the implied reference ranges per share of WildHorse common stock above by deducting $3.00 from the high and low of each implied reference range and calculated the following corresponding ranges of implied exchange ratios for the stock portion of the mixed consideration, in each case by dividing the low implied value per share of WildHorse common stock by the high implied value per share of Chesapeake common stock and dividing the high implied value per share of WildHorse common stock by the low implied value per share of Chesapeake common stock. WildHorse s financial advisors compared these implied exchange ratio ranges for the stock portion of the mixed consideration to the 5.336x exchange ratio for the stock portion of the mixed consideration pursuant to the merger agreement.

	NYMEX Strip Pricing	Wall Street Consensus Pricing	3-Year Average(1)
Case A	1.627x to 9.013x	1.289x to 5.211x	1.359x to 16.986x
Case B	0.854x to 6.004x	0.742x to 3.585x	0.362x to 9.957x
Case C	1.230x to 7.291x	1.000x to 4.260x	0.863x to 13.070x

(1) Used by TPH only.

Net Asset Value Analysis

WildHorse s financial advisors calculated the present value, as of October 1, 2018, of the future cash flows expected to be generated by each of WildHorse s and Chesapeake s assets through the end of their economic lives, based on the estimates reflected in the WildHorse Company Forecasts. In performing this analysis, WildHorse s financial advisors applied discount rates to unlevered free cash flows ranging from 8.0% to 10.0%, and, in each case, assuming a tax rate of 21.7%. The discount rates reflected estimates of each company s weighted average cost of capital.

WildHorse s financial advisors calculated estimates of each company s net asset value by adding (i) the present value of the cash flows generated by the estimated proved reserves, unproved reserves and undeveloped hydrocarbon resources, *plus* (ii) the present value of future estimated effects of hedging, *minus* (iv) the present value of future estimated effects of general and administrative expense and income taxes, *minus* (v) net debt (total debt less cash) and

minus (vi) in the case of Chesapeake, the Chesapeake preferred stock.

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The net asset value analysis for WildHorse indicated the following implied reference ranges per share of the WildHorse common stock.

	NYMEX Strip Pricing	Wall Street Consensus Pricing	3-Year Average(1)
Case A	$ 40.38 to $54.88	$ 48.66 to $65.30	$ 28.63 to $40.51
Case B	$ 16.45 to $24.82	$ 22.65 to $32.61	$ 7.86 to $14.03
Case C	$ 27.53 to $36.92	$ 33.94 to $44.76	$ 17.93 to $25.44

(1) Used by TPH only.

The net asset value analysis for Chesapeake indicated implied reference ranges per share of Chesapeake common stock of (i) $1.04 to $3.19 at NYMEX strip pricing, (ii) $5.67 to 8.57 at Wall Street consensus pricing, and (iii) $(0.83) to $1.21 at the 3-year average (used by TPH only).

WildHorse s financial advisors used the implied reference ranges above to calculate the following corresponding ranges of implied exchange ratios for the share consideration, in each case by dividing the low implied value per share of WildHorse common stock by the high implied value per share of Chesapeake common stock and dividing the high implied value per share of WildHorse common stock by the low implied value per share of Chesapeake common stock. WildHorse s financial advisors compared these implied exchange ratio ranges for the share consideration to the 5.989x exchange ratio for the share consideration pursuant to the merger agreement.

	NYMEX Strip Pricing	Wall Street Consensus Pricing	3-Year Average(1)
Case A	12.662x to 52.635x	5.680x to 11.508x	23.683x to NM
Case B	5.158x to 23.811x	2.644x to 5.746x	6.501x to NM
Case C	8.634x to 35.412x	3.962x to 7.887x	14.863x to NM

(1) Used by TPH only. NM refers to not meaningful due to negative implied value per share of Chesapeake common stock.

With respect to the mixed consideration, WildHorse s financial advisors adjusted the implied reference ranges per share of WildHorse common stock above by deducting $3.00 from the high and low of each implied reference range and calculated the following corresponding ranges of implied exchange ratios for the stock portion of the mixed consideration, in each case by dividing the low implied value per share of WildHorse common stock by the high implied value per share of Chesapeake common stock and dividing the high implied value per share of WildHorse common stock by the low implied value per share of Chesapeake common stock. WildHorse s financial advisors compared these implied exchange ratio ranges for the stock portion of the mixed consideration to the 5.336x exchange ratio for the stock portion of the mixed consideration pursuant to the merger agreement.

	NYMEX Strip Pricing	Wall Street Consensus Pricing	3-Year Average(1)

Case A	11.721x to 49.757x	5.330x to 10.979x	21.201x to NM
Case B	4.217x to 20.934x	2.294x to 5.218x	4.019x to NM
Case C	7.694x to 32.535x	3.612x to 7.359x	12.355x to NM

(1) Used by TPH only. NM refers to not meaningful due to negative implied value per share of Chesapeake common stock.

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Comparable Company Analysis

WildHorse s financial advisors reviewed and analyzed certain financial information including valuation multiples related to WildHorse and Chesapeake and, with respect of each of WildHorse and Chesapeake, certain selected comparable companies with publicly traded equity securities deemed relevant (the companies selected with respect to WildHorse are referred to as WildHorse comparable companies and the companies selected with respect to Chesapeake are referred to as Chesapeake comparable companies). For purposes of selecting the WildHorse comparable companies, WildHorse s financial advisors selected companies with onshore U.S. operations predominantly outside the Permian basin, oil-weighted assets, and with total enterprise value of more than $1 billion and less than 3.0x leverage, among other factors. For purposes of selecting the Chesapeake comparable companies, WildHorse s financial advisors selected companies with predominantly onshore U.S. operations, both diversified and gas-weighted assets by commodity mix and/or diversified geographic operational area and with total enterprise value of approximately $5 billion or more. The financial information reviewed included enterprise value as a multiple of estimated 2019 and 2020 EBITDAX (which we refer to as 2019E EBITDAX and 2020E EBITDAX , respectively), based on median research consensus per FactSet (such median research consensus we refer to, for the purposes of this section entitled *The Merger Summary of Analyses of WildHorse s Financial Advisors*, as Wall Street consensus estimates).

The WildHorse comparable companies included in the analysis and their relevant financial metrics reviewed were as follows:

	EV / 2019E EBITDAX	EV / 2020E EBITDAX
Alta Mesa Resources, Inc.	2.7x	2.1x
Carrizo Oil & Gas, Inc.	3.3x	3.1x
Extraction Oil & Gas, Inc.	3.1x	2.6x
HighPoint Resources Corporation	2.1x	1.7x
Magnolia Oil & Gas Corporation	4.3x	4.1x
Oasis Petroleum Inc.	4.2x	3.8x
PDC Energy, Inc.	3.3x	2.6x
Penn Virginia Corporation	2.8x	2.1x
SM Energy Company	4.3x	3.4x
SRC Energy Inc.	3.3x	2.7x
Whiting Petroleum Corporation	3.7x	3.7x

The Chesapeake comparable companies included in the analysis and their relevant financial metrics reviewed were as follows:

	EV / 2019E EBITDAX	EV / 2020E EBITDAX
Cabot Oil & Gas Corporation	7.1x	6.3x
Cimarex Energy Co.	4.6x	3.7x
Continental Resources, Inc.	5.7x	5.2x
Devon Energy Corporation	6.0x	5.0x
Encana Corporation	4.2x	3.4x

Marathon Oil Corporation	4.4x	4.1x
Newfield Exploration Company	3.3x	2.8x
Range Resources Corporation	5.6x	4.9x
SM Energy Company	4.3x	3.4x
Southwestern Energy Company	3.9x	3.6x

No WildHorse comparable company or group of companies is identical to WildHorse and no Chesapeake comparable company or group of companies is identical to Chesapeake. Accordingly, WildHorse s financial advisors believe that purely quantitative analyses are not, in isolation, determinative in the context of the

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transactions contemplated by the merger agreement, and that qualitative judgments concerning differences among the financial and operating characteristics and prospects of WildHorse, Chesapeake, the WildHorse comparable companies and the Chesapeake comparable companies that could affect the public trading values of each also are relevant.

Based on the ranges observed among the WildHorse comparable companies and upon application of their professional judgment and experience (including with respect to the operational and financial characteristics of WildHorse in light of, and relative to, the WildHorse comparable companies), WildHorse s financial advisors applied selected multiple ranges to WildHorse s financial metrics to derive implied WildHorse enterprise values at Wall Street consensus estimates. WildHorse s financial advisors then subtracted WildHorse s net debt from such implied enterprise values to derive implied share prices for WildHorse. The multiples applied to the metrics of WildHorse ranged from (i) 4.0x to 5.5x for 2019E EBITDAX and (ii) 3.0x to 4.5x for 2020E EBITDAX. WildHorse s financial advisors application of such ranges of multiples indicated implied reference ranges per share of WildHorse common stock of (i) $17.49 to $27.10 at Wall Street consensus estimates for 2019E EBITDAX and (ii) $15.39 to $27.16 at Wall Street consensus estimates for 2020E EBITDAX.

Based on the ranges observed among the Chesapeake comparable companies and upon application of their professional judgment and experience (including with respect to the operational and financial characteristics of Chesapeake in light of, and relative to, the Chesapeake comparable companies), WildHorse s financial advisors applied selected multiple ranges to Chesapeake s financial metrics to derive implied Chesapeake enterprise value at Wall Street consensus estimates. WildHorse s financial advisors then subtracted Chesapeake s net debt from such implied enterprise values to derive implied share prices for Chesapeake. The multiples applied to the metrics of Chesapeake ranged from: (i) 5.5x to 7.0x for 2019E EBITDAX and (ii) 4.5x to 6.0x for 2020E EBITDAX. WildHorse s financial advisors application of such ranges of multiples indicated implied reference ranges per share of Chesapeake common stock of (i) $3.77 to $7.71 at Wall Street consensus estimates for 2019E EBITDAX and (ii) $2.43 to $6.80 at Wall Street consensus estimates for 2020E EBITDAX.

WildHorse s financial advisors used the implied reference ranges above to calculate the following corresponding ranges of implied exchange ratios for the share consideration, in each case by dividing the low implied value per share of WildHorse common stock by the high implied value per share of Chesapeake common stock and dividing the high implied value per share of WildHorse common stock by the low implied value per share of Chesapeake common stock: (i) 2.269x to 7.191x at Wall Street consensus estimates for 2019E EBITDAX and (ii) 2.264x to 11.175x at Wall Street consensus estimates for 2020E EBITDAX. WildHorse s financial advisors compared these implied exchange ratio ranges for the share consideration to the 5.989x exchange ratio for the share consideration pursuant to the merger agreement. With respect to the mixed consideration, WildHorse s financial advisors adjusted the implied reference ranges per share of WildHorse common stock above by deducting $3.00 from the high and low of each implied reference range and calculated the following corresponding ranges of implied exchange ratios for the stock portion of the mixed consideration, in each case by dividing the low implied value per share of WildHorse common stock by the high implied value per share of Chesapeake common stock and dividing the high implied value per share of WildHorse common stock by the low implied value per share of Chesapeake common stock: (i) 1.880x to 6.395x at Wall Street consensus estimates for 2019E EBITDAX and (ii) 1.823x to 9.941x at Wall Street consensus estimates for 2020E EBITDAX. WildHorse s financial advisors compared these implied exchange ratio ranges for the stock portion of the mixed consideration to the 5.336x exchange ratio for the stock portion of the mixed consideration pursuant to the merger agreement.

Selected Transaction Analysis

WildHorse s financial advisors reviewed and analyzed certain financial information including valuation multiples related to selected comparable transactions (as defined below) in the oil and gas exploration and production industry involving (i) U.S. public companies with transaction values of over $1 billion occurring since 2009 and (ii) private companies and/or asset sales in the Eastern Eagle Ford region with transaction values of over $20 million since 2014.

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The financial information reviewed for the public company transactions included:

- transaction enterprise value as a multiple of estimated proved reserves;
- transaction enterprise value as a multiple of estimated production; and
- transaction enterprise value as a multiple of Wall Street median consensus estimates of EBITDAX for the current and first fiscal years following announcement or, in the case of WildHorse and Penn Virginia Corporation, for the first and second fiscal years following announcement (which we refer to as FY-1 and FY-2 , respectively).

The transactions included in this analysis were as follows:

Public Company Transactions

- Penn Virginia Corporation/Denbury Resources Inc. (2018)
- Energen Corporation/Diamondback Energy, Inc. (2018)
- RSP Permian, Inc./Concho Resources Inc. (2018)
- Rice Energy Inc./EQT Corporation (2017)
- Clayton Williams Energy, Inc./Noble Energy, Inc. (2017)
- Memorial Resource Development Corp./Range Resources Corporation (2016)
- Rosetta Resources Inc./Noble Energy, Inc. (2015)
- Athlon Energy Inc./Encana Corporation (2014)
- Kodiak Oil and Gas Corp./Whiting Petroleum Corporation (2014)
- Aurora Oil & Gas Limited/Baytex Energy Corp. (2014)

Berry Petroleum Company, LLC/LINN Energy, Inc. (2013)

Plains Exploration & Production Company/Freeport-McMoRan Copper & Gold Inc. (2012)

Brigham Exploration Company/Statoil ASA (2011)

Petrohawk Energy Corporation/BHP Billiton Limited (2011)

Atlas Energy, Inc./Chevron Corporation (2010)

Mariner Energy, Inc./Apache Corporation (2010)

Arena Resources, Inc./SandRidge Energy, Inc. (2010)

XTO Energy Inc./Exxon Mobil Corporation (2009)

Encore Acquisition Company/Denbury Resources Inc. (2009)

The information reviewed for the Eastern Eagle Ford region private company/asset transactions included transaction value per adjusted net acre.

The transactions included in this analysis were as follows:

Private Company and/or Asset Transactions

EnerVest, Ltd./TPG Pace Energy Holdings Corp. (2018)

Hunt Oil Company/Penn Virginia Corporation (2018)

Noble Energy, Inc./Verdun Oil Company LLC (2017)

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Devon Energy Corporation/Penn Virginia Corporation (2017)

PetroLegacy Energy I, LLC/Armor Energy, LLC (2017)

Battlecat Oil & Gas, LLC/Lonestar Resources US Inc. (2017)

Sanchez Energy Corporation/Lonestar Resources US Inc. (2017)

Anadarko Petroleum Corporation; Kohlberg Kravis Roberts & Co. L.P./WildHorse Resource Development Corporation (2017)

Halcon Resources Corporation/Hawkwood Energy, LLC (2017)

Occidental Petroleum Corporation/Titanium Exploration Partners, LLC; Varde Partners (2016)

Clayton Williams Energy, Inc./WildHorse Resource Development Corporation (2016)

EOG Resources, Inc./Hawkwood Energy, LLC (2016)

Sabalo Exploration Operating LLC/MD America Energy, LLC (2016)

Comstock Resources, Inc./PetroMax Operating Co., Inc. (2015)

Clayton Williams Energy, Inc./CH4 Energy II, LLC; PetroMax Operating Co., Inc. (2015)

Sanchez Energy Corporation/Sanchez Production Partners LP (2015)

PetroLegacy Energy I, LLC/Apache Corporation (2014)

Flatonia Energy, LLC/Earthstone Energy, Inc.; Oak Valley Resources, LLC (2014)

Cypress E&P Corporation/Penn Virginia Corporation (2014)

Halcon Resources Corporation/New Gulf Resources, LLC (2014)

Clayton Williams Energy, Inc./Lonestar Resources US Inc. (2014)

EnerVest, Ltd/GE Energy Financial Services; Vess Oil Corporation (2014)

The preceding transactions are referred to in this discussion as the selected comparable transactions. No selected comparable transactions were identical or entirely comparable to the merger. Accordingly, WildHorse s financial advisors believe that purely quantitative analyses are not, in isolation, determinative in the context of the transactions contemplated by the merger agreement and that qualitative judgments concerning differences between the financial and operating characteristics and prospects of WildHorse and Chesapeake and the selected precedent transactions that could affect the values are also relevant. WildHorse s financial advisors considered certain financial metrics derived from such selected comparable transactions, however, WildHorse s financial advisors did not derive or apply any selected comparable transaction reference ranges in their selected transaction analysis.

Among the public company transactions reviewed, WildHorse s financial advisors observed median values of (i) $21.53/boe transaction value/proved reserves for all transactions and $19.94/boe transaction value/proved reserves for transactions in which the consideration was greater than 85% equity, (ii) $97,253/boe/d transaction value/production for all transactions and $100,978/boe/d transaction value/production for transactions in which the consideration was greater than 85% equity, and (iii) 9.0x/7.7x FY-l/FY-2 transaction value/EBITDAX for all transactions and 9.0x/7.3x for FY-1/FY-2 transaction value/EBITDAX for transactions in which the consideration was greater than 85% equity. WildHorse s financial advisors then compared those observed median values for each of transaction value/proved reserves, transaction value/production and transaction value/EBITDAX to the corresponding values of (x) $10.82/boe transaction value/proved reserves, $89,330/boe/d transaction value/production, and 4.8x/4.0x FY-l/FY-2 transaction value/EBITDAX for WildHorse, in each case based on a WildHorse transaction value of $4,172 million (based on the Chesapeake common stock s market price as of October 26, 2018 and assuming election by 100% of WildHorse stockholders to receive the share

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consideration) and (y) $10.99/boe transaction value/proved reserves, $90,785/boe/d transaction value/production, and 4.9x/4.0x FY-l/FY-2 transaction value/EBITDAX for WildHorse, in each case based on a WildHorse transaction value of $4,240 million (based on the Chesapeake common stock s market price as of October 26, 2018 and assuming election by 100% of WildHorse stockholders to receive the mixed consideration).

Among the Eastern Eagle Ford region private company/asset transactions reviewed, WildHorse s financial advisors observed median transaction value per adjusted net acre (assuming a transaction value adjustment of $50,000/oil boe and $24,000/gas boe for transactions prior to 2015 and $35,000/oil boe and $18,000/gas boe for transactions occurring in 2015 and later) of $3,559. WildHorse s financial advisors compared this observed median value to a WildHorse transaction value per adjusted net acre in the merger (assuming a transaction value adjustment based on future cash flows from production at a discount rate of 9%) of $5,251 assuming election by 100% of WildHorse stockholders to receive the mixed consideration and $5,088 assuming election by 100% of WildHorse stockholders to receive the share consideration.

Summary of Supplemental Reference Data

In addition to conducting the analyses described above, WildHorse s financial advisors reviewed the following data, which were used for reference purposes only and were not used in the determination by WildHorse s financial advisors of the fairness, from a financial point of view, of the merger consideration pursuant to the merger agreement.

EBITDAX, Cash Flow and Production Relative Contribution

WildHorse s financial advisors compared the respective percentage ownership of WildHorse stockholders and Chesapeake stockholders in the combined company to WildHorse s and Chesapeake s respective percentage contribution (and the implied ownership and the implied exchange ratio (assuming election by 100% of WildHorse stockholders to receive the mixed consideration) based on such contribution), without giving effect to any synergies, to the combined company s estimated discretionary cash flow and EBITDAX, in each case, for calendar year 2018, 2019 and 2020, and estimated production for calendar year 2019 and 2020, as well as contribution based on current production, year-end 2017 proved reserves and closing share prices as of October 26, 2018. WildHorse s financial advisors used the 5-year NYMEX strip economic gas oil ratio of 24:1 to calculate each company s oil equivalency for production. These comparisons implied (i) WildHorse equity ownership percentage of the combined company of 39% and Chesapeake equity ownership percentage of 61% based on share price; (ii) WildHorse equity ownership percentage of the combined company of 27% and Chesapeake equity ownership percentage of 73% based on current production; (iii) WildHorse equity ownership percentage of the combined company of 36% and Chesapeake equity ownership percentage of 64% based on year-end 2017 proved reserves; (iv) WildHorse equity ownership percentages ranging from 22% to 57% and Chesapeake equity ownership percentages ranging from 78% to 43% using the using Wall Street consensus estimates; (v) WildHorse equity ownership percentages ranging from 20% to 49% and Chesapeake equity ownership percentages ranging from 80% to 51% using WildHorse Company Forecasts (Case A) at NYMEX strip pricing; (vi) WildHorse equity ownership percentages ranging from 18% to 47% and Chesapeake equity ownership percentages ranging from 82% to 53% using WildHorse Company Forecasts (Case B) at NYMEX strip pricing; and (vii) WildHorse equity ownership percentages ranging from 20% to 50% and Chesapeake equity ownership percentages ranging from 80% to 50% using WildHorse Company Forecasts (Case C) at NYMEX strip pricing. WildHorse s financial advisors noted that the implied pro forma ownership of WildHorse stockholders in the combined company was approximately 44% assuming election by 100% of WildHorse stockholders to receive the mixed consideration.

Further, these comparisons implied exchange ratios for the stock portion of the mixed consideration of (i) 4.335x based on share price, (ii) 2.555x based on current production, (iii) 3.884x based on year-end 2017 proved reserves,

(iv)1.959x to 8.932x using Wall Street consensus estimates, (v) 1.745x to 6.585x using WildHorse Company Forecasts (Case A) at NYMEX strip pricing, (vi) 1.555x to 6.181x using WildHorse Company

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Forecasts (Case B) at NYMEX strip pricing and (vii) 1.745x to 6.913x using WildHorse Company Forecasts (Case C) at NYMEX strip pricing.

Contribution comparisons of this type are necessarily limited because they do not take into account differences in certain financial and operational characteristics (e.g., market capitalization, credit profile and expected growth rates) between WildHorse and Chesapeake. Accordingly, WildHorse s financial advisors believe that qualitative judgments concerning differences between the financial and operating characteristics and prospects of WildHorse and Chesapeake are also relevant.

Accretion/Dilution Analysis

Based on the WildHorse Company Forecasts, WildHorse s financial advisors performed a pro forma analysis of the financial impact of the merger on WildHorse s estimated cash flow per share for year-end 2019 through 2023 (which incorporates $40 million of annual synergies) at NYMEX strip pricing and each of Case A, Case B and Case C. WildHorse s financial advisors noted that the merger would be accretive to WildHorse s estimated cash flow per share for years-end 2019 through 2023 under all scenarios analyzed by WildHorse s financial advisors.

Equity Research Analysts Price Targets

WildHorse s financial advisors reviewed sell-side analyst price targets per share of WildHorse common stock prepared and published by 12 equity research analysts during the time period from September 24, 2018 to October 25, 2018. These targets generally reflect each analyst s estimate of the 12-month future public market trading price per share of WildHorse common stock and were not discounted to reflect present values. The range of undiscounted price targets for shares of WildHorse s common stock was $24.00 per share to $45.00 per share. WildHorse s financial advisors also noted that as of October 26, 2018, the 52-week high price for a share of WildHorse common stock was $29.67 per share.

WildHorse s financial advisors also reviewed sell-side analyst price targets per share of Chesapeake common stock prepared and published by 17 equity research analysts during the time period from July 18, 2018 to October 25, 2018. These targets generally reflect each analyst s estimate of the 12-month future public market trading price per share of Chesapeake common stock and were not discounted to reflect present values. The range of undiscounted price targets for shares of Chesapeake s common stock was $3.00 per share to $8.00 per share. WildHorse s financial advisors also noted that as of October 26, 2018, the 52-week high price for a share of Chesapeake s common stock was $5.60 per share.

The price targets published by equity research analysts do not necessarily reflect current market trading prices for shares of WildHorse common stock or Chesapeake common stock and these estimates are subject to uncertainties, including the future financial performance of WildHorse, Chesapeake and future financial market conditions. WildHorse s financial advisors noted that the equity research analysts price targets were presented for reference purposes only and were not relied upon for valuation purposes.

Historical Exchange Ratios Analysis

WildHorse s financial advisors reviewed the historical trading prices for shares of WildHorse common stock and Chesapeake common stock since December 2016, and analyzed the historical implied exchange ratio (by dividing the per share price of WildHorse common stock by the per share price of Chesapeake common stock on a given date). WildHorse s financial advisors noted that as of October 26, 2018:

the average implied exchange ratio for the last twelve months was 5.293x;

the average implied exchange ratio for the last six months was 5.382x; and

the average implied exchange ratio for the last thirty days was 5.016x.

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Implied Offer Premia

For each of the public company transactions described under *Selected Transactions Analysis* above, WildHorse s financial advisors reviewed the premium of the implied value of the offer price to the closing price of the target company common stock on the last trading day prior to public announcement of the relevant transaction (the 1-day premium) and noted that:

- with respect to all public company transactions, the mean 1-day premium was 30% and the median 1-day premium was 29%; and
- with respect to public company transactions where the consideration was greater than 85% equity, the mean 1-day premium was 20% and the median 1-day premium was 18%.

WildHorse s financial advisors noted that, based upon the closing price per share of Chesapeake common stock on October 26, 2018, (i) the implied value of the share consideration represented an approximately 17% premium to the closing price of the WildHorse common stock on October 26, 2018 (assuming that 100% of the holders of the WildHorse common stock elect to receive share consideration) and (ii) the implied value of the mixed consideration represented an approximately 20% premium to the closing price of the WildHorse common stock on October 26, 2018 (assuming that 100% of the holders of the WildHorse common stock elect to receive mixed consideration).

General

The description set forth above constitutes a summary of the analyses employed and factors considered by WildHorse s financial advisors in rendering their respective opinions to the WildHorse board. The preparation of a fairness opinion is a complex, analytical process involving various determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances and is not necessarily susceptible to partial analysis or summary description.

In connection with the review of the merger agreement and the transactions contemplated thereby by the WildHorse board, WildHorse s financial advisors performed a variety of financial and comparative analyses for purposes of rendering their respective opinions. The preparation of a financial opinion is a complex process and is not necessarily susceptible to a partial analysis or summary description. In arriving at their respective opinions, WildHorse s financial advisors considered the results of all of their analyses as a whole and did not attribute any particular weight to any analysis or factor that they considered. WildHorse s financial advisors believe that selecting any portion of their analyses, without considering all of the analyses as a whole, would create an incomplete view of the process underlying their analyses and opinions. In addition, WildHorse s financial advisors may have given various analyses and factors more or less weight than other analyses and factors, and may have deemed various assumptions more or less probable than other assumptions. Further, each of WildHorse s financial advisors may have given various analyses and factors different weights than the other WildHorse financial advisor or deemed various assumptions more or less probable than the probability attributed by the other WildHorse financial advisor. As a result, the ranges of valuations resulting from any particular analysis described above should not be taken to be Morgan Stanley s or TPH s view of the actual value of WildHorse or Chesapeake. In performing their analyses, WildHorse s financial advisors made numerous judgments and assumptions with regard to industry performance, general business, regulatory, economic, market and financial conditions and other matters, many of which are beyond the control of WildHorse or Chesapeake. These include, among other things, the impact of competition on the business of each of WildHorse and Chesapeake and the industry generally, industry growth, and the absence of any material adverse change in the

financial condition and prospects of WildHorse or Chesapeake, or the industry, or in the financial markets in general. Any estimates contained in the analyses of WildHorse s financial advisors are not necessarily indicative of future results or actual values, which may be significantly more or less favorable than those suggested by such estimates.

WildHorse s financial advisors conducted the analyses described above solely as part of their respective analysis of the fairness, from a financial point of view, of the merger consideration to be received by holders of

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the WildHorse common stock pursuant to the merger agreement and in connection with the rendering of their oral opinions, subsequently confirmed by delivery of written opinions, dated October 29, 2018, to the WildHorse board. The estimates contained in these analyses and the results from any particular analysis are not necessarily indicative of future results, which may be significantly more or less favorable than suggested by any analysis. In addition, these analyses do not purport to be appraisals or to reflect the prices at which shares of Chesapeake common stock will trade following the consummation of the merger, the prices at which the WildHorse common stock or the Chesapeake common stock or any other securities would trade at any time, or the prices at which any businesses or assets may actually be sold and are inherently subject to substantial uncertainty.

No company or transaction used in the analyses summarized above is identical or directly comparable to WildHorse, Chesapeake or the transactions contemplated by the merger agreement. Accordingly, these analyses must take into account differences in the financial and operating characteristics of the selected publicly traded companies and differences in the structure and timing of the selected transactions and other factors that would affect the public trading value and acquisition value of the companies considered.

The merger consideration pursuant to the merger agreement was determined by WildHorse and Chesapeake through arm s-length negotiations between WildHorse and Chesapeake and was approved by the WildHorse board. WildHorse s financial advisors provided advice to WildHorse during these negotiations. WildHorse s financial advisors did not, however, recommend any specific merger consideration to WildHorse or the WildHorse board or opine that the merger consideration constituted the only appropriate consideration for the merger. The opinions of WildHorse s financial advisors and their presentation to the WildHorse board was one of many factors taken into consideration by the WildHorse board in deciding to consider, approve and declare the advisability of the merger agreement and the transactions contemplated thereby. Consequently, the analyses described above should not be viewed as determinative of the opinion of the WildHorse board with respect to the merger consideration pursuant to the merger agreement or of whether the WildHorse board would have been willing to agree to a different merger consideration.

Certain Chesapeake Unaudited Prospective Financial and Operating Information

Chesapeake as a matter of course does not make public long-term projections as to its future production, earnings or other results because of, among other reasons, the uncertainty of the underlying assumptions and estimates. However, Chesapeake is including the following summary of the unaudited prospective financial and operating information from Chesapeake management s projections for Chesapeake and WildHorse solely because that information was made available to the Chesapeake board and to Goldman Sachs. Financial projections for Chesapeake were prepared by the management of Chesapeake and certain financial projections for WildHorse were prepared by the management of WildHorse and modified by the management of Chesapeake and each approved for the use of Chesapeake s financial advisor by the management of Chesapeake. The inclusion of the below information should not be regarded as an indication that any of Chesapeake, WildHorse, Goldman Sachs, TPH, Morgan Stanley or any other recipient of this information considered, or now considers, it to be necessarily predictive of actual future results.

The unaudited prospective financial and operating information prepared by the management of Chesapeake and certain financial projections for WildHorse prepared by the management of WildHorse and modified by the management of Chesapeake, were, in general, prepared solely for Chesapeake s internal use and for the use of Chesapeake s financial advisor and are subjective in many respects. As a result, there can be no assurance that the prospective results will be realized or that actual results will not be significantly higher or lower than estimated. Since the unaudited prospective financial and operating information covers multiple years, that information by its nature becomes less predictive with each successive year. Additionally, the assumptions embedded in the projections provided by Chesapeake s management team with regard to capital expenditure activity levels and costs are reflective of the environment assumed at the time the projections were made, including primarily commodity prices.

Chesapeake s business is diverse and flexible and many assumptions can be adjusted if commodity prices vary materially from those assumed. As such, the projections included below

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should not be considered guidance as to operational and/or financial performance for 2019 or beyond. Chesapeake shareholders and WildHorse stockholders are urged to review Chesapeake s and WildHorse s SEC filings for a description of risk factors with respect to Chesapeake s and WildHorse s respective businesses, as well as the section of this joint proxy statement/prospectus titled *Risk Factors* beginning on page 45. See also *Cautionary Statement Regarding Forward-Looking Statements* beginning on page 59 and *Where You Can Find More Information* beginning on page 215.

In preparing the prospective financial and operating information described below, the management team of Chesapeake used the following oil, natural gas and natural gas liquids prices, based on NYMEX strip pricing as of October 25, 2018.

NYMEX Strip Pricing as of October 25, 2018

	2019E	2020E	2021E	2022E	2023E
Oil (WTI)($/bbl)	$ 67.32	$ 64.78	$ 61.78	$ 59.21	$ 57.28
Gas (Henry Hub)($/Mcf)	$ 2.84	$ 2.66	$ 2.59	$ 2.60	$ 2.66
NGL ($/bbl)(1)	$ 30.30	$ 29.15	$ 27.80	$ 26.64	$ 25.78

(1) NGL pricing is based on a set percentage (45)% of NYMEX strip pricing for Oil (WTI) over the five year forecast period.

The following tables sets forth certain summarized prospective financial and operating information regarding Chesapeake for 2019 through 2023, as described below, prepared by Chesapeake management using the above referenced commodity price assumptions and provided by Chesapeake s management to the Chesapeake board and Goldman Sachs.

($ in millions)	2019E	2020E	2021E	2022E	2023E
Production (MBoe/d)	458	469	598	676	721
EBITDA(1)	$ 2,161	$ 2,679	$ 3,043	$ 3,218	$ 3,521
Capital Expenditures(2)	$ 1,835	$ 1,938	$ 2,151	$ 2,397	$ 2,527
Operating Cash Flow(3)	$ 1,599	$ 2,306	$ 2,622	$ 2,831	$ 3,128

(1) EBITDA is calculated as net income plus income taxes, interest expense (less interest income), depreciation, depletion and amortization expenses.
(2) Capital Expenditures includes capital expenditures for drilling and completion, leasehold, geological and geophysical costs and other property, plant and equipment and excludes any additional property acquisitions and capitalized interest.
(3) Operating Cash Flow is calculated as EBITDA less interest expense, cash taxes, changes in components of working capital and before stock-based compensation.

The following table sets forth certain summarized prospective financial and operating information regarding WildHorse for 2019 through 2023, as described below, prepared by the management of WildHorse and modified by the management of Chesapeake using, among other things, the above referenced commodity price assumptions and

provided by Chesapeake s management to the Chesapeake board and Goldman Sachs.

($ in millions)	2019E	2020E	2021E	2022E	2023E
Production (MBoe/d)	49	59	73	81	85
EBITDA(1)	$ 764	$ 992	$ 1,237	$ 1,330	$ 1,336
Capital Expenditures(2)	$ 823	$ 842	$ 852	$ 812	$ 751
Operating Cash Flow(3)	$ 672	$ 908	$ 1,156	$ 1,257	$ 1,275

(1) EBITDA is calculated as net income plus income taxes, interest expense (less interest income), depreciation, depletion and amortization expenses.

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(2) Capital Expenditures includes capital expenditures for drilling and completion, leasehold, geological and geophysical costs and other property, plant and equipment and excludes any additional property acquisitions and capitalized interest.
(3) Operating Cash Flow is calculated as EBITDA less interest expense, cash taxes, changes in components of working capital and before stock-based compensation.

Certain WildHorse Unaudited Prospective Financial and Operating Information

WildHorse as a matter of course does not make public long-term projections as to its future production, earnings or other results because of, among other reasons, the uncertainty of the underlying assumptions and estimates. However, WildHorse is including the following summary of the unaudited prospective financial and operating information from WildHorse management s projections for WildHorse and Chesapeake solely because that information was made available to the WildHorse board and to TPH and Morgan Stanley. Financial projections for WildHorse were prepared by the management of WildHorse and certain financial projections for Chesapeake were prepared by the management of Chesapeake and modified by the management of WildHorse and each approved for the use of WildHorse s financial advisors by the management of WildHorse. The inclusion of the below information should not be regarded as an indication that any of Chesapeake, WildHorse, Goldman Sachs, TPH, Morgan Stanley or any other recipient of this information considered, or now considers, it to be necessarily predictive of actual future results.

The unaudited prospective financial and operating information prepared by the management of WildHorse and certain financial projections for Chesapeake prepared by the management of Chesapeake and modified by the management of WildHorse, were, in general, prepared solely for WildHorse s internal use and for the use of WildHorse s financial advisors and are subjective in many respects. As a result, there can be no assurance that the prospective results will be realized or that actual results will not be significantly higher or lower than estimated. Since the unaudited prospective financial and operating information covers multiple years, that information by its nature becomes less predictive with each successive year. Chesapeake shareholders and WildHorse stockholders are urged to review Chesapeake s and WildHorse s SEC filings for a description of risk factors with respect to Chesapeake s and WildHorse s respective businesses, as well as the section of this joint proxy statement/prospectus titled *Risk Factors* beginning on page 45. See also *Cautionary Statement Regarding Forward-Looking Statements* beginning on page 59 and *Where You Can Find More Information* beginning on page 215.

In preparing the prospective financial and operating information described below, the management team of WildHorse used the following oil and natural gas prices, based on NYMEX strip pricing as of October 26, 2018, Wall Street consensus pricing as of as of October 26, 2018 and three-year historical average as of October 26, 2018.

NYMEX Strip Pricing as of October 26, 2018

	2018E	2019E	2020E	2021E	2022E	2023E+
Oil ($/bbl)	$ 68.38	$ 67.77	$ 65.60	$ 62.81	$ 60.23	$ 58.22
Gas ($/MMbtu)	$ 3.21	$ 2.83	$ 2.66	$ 2.60	$ 2.60	$ 2.65

Wall Street Consensus Pricing as of October 26, 2018

	2018E	2019E	2020E	2021E	2022E	2023E+

Oil ($/bbl)	$ 68.19	$ 69.69	$ 65.00	$ 63.50	$ 63.50	$ 63.50
Gas ($/MMbtu)	$ 2.94	$ 2.99	$ 3.01	$ 3.05	$ 3.05	$ 3.05

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3-Year Historical Average as of October 26, 2018

	2018E	2019E	2020E	2021E	2022E	2023E+
Oil ($/bbl)	$ 52.21	$ 52.21	$ 52.21	$ 52.21	$ 52.21	$ 52.21
Gas ($/MMbtu)	$ 2.77	$ 2.77	$ 2.77	$ 2.77	$ 2.77	$ 2.77

Because of the limited number of Wall Street brokers publishing commodity price estimates for periods after 2021, for purposes of Wall Street consensus pricing, 2021 consensus pricing estimates were used for all subsequent years.

In addition to different pricing scenarios, the management team of WildHorse used three different sets of operating assumptions for WildHorse. Those three cases are referred to as Case A, Case B and Case C.

Case A Full development of the Eagle Ford and Austin Chalk based on current lateral spacing

Case B Same as Case A, with additional risking applied to expected hydrocarbon recovery of certain remaining drilling locations

Case C Full development of the Eagle Ford and Austin Chalk based on adjusted well spacing ranging from 500 ft. to 1000 ft.

Additional risking applied to expected hydrocarbon recovery of certain remaining drilling locations

The following tables set forth certain summarized prospective financial and operating information regarding WildHorse for 2018 through 2023, as described below, prepared by WildHorse management using, among other things, the above referenced cases and commodity price assumptions and provided by WildHorse s management to the WildHorse board of directors, TPH and Morgan Stanley.

NYMEX Strip Pricing as of October 26, 2018 Case A

($ in millions)	Q42018E(4)	2019E	2020E	2021E	2022E	2023E
Production (MBoe/d)	54.7	52.6	63.8	75.2	87.2	95.5
EBITDAX(1)	$191	$771	$949	$1,164	$1,344	$1,452
Capital Expenditures	$250	$779	$886	$889	$970	$841
Levered Free Cash Flow(2)	$(80)	$(90)	$(22)	$191	$233	$403
Leverage(3)	1.8x(5)	1.6x	1.4x	0.9x	0.6x	0.3x

(1) EBITDAX is calculated as net income plus income taxes, interest expense (less interest income), depreciation, depletion, amortization and exploration expenses.
(2) Levered Free Cash Flow is calculated as adjusted EBITDAX less net cash interest expense, less cash taxes, less capital expenditures plus non-cash general and administrative expenses.
(3) Leverage is calculated as year end net debt over last twelve months EBITDAX. Net debt is calculated as total debt minus cash and cash equivalents.
(4) Reflects the three months ended December 31, 2018 only, unless otherwise indicated.
(5) Utilizes full year 2018 EBITDAX.

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NYMEX Strip Pricing as of October 26, 2018 Case B

($ in millions)	Q42018E(4)	2019E	2020E	2021E	2022E	2023E
Production (MBoe/d)	54.7	49.0	57.6	65.4	73.1	79.4
EBITDAX(1)	$191	$692	$824	$977	$1,086	$1,168
Capital Expenditures	$249	$779	$886	$889	$970	$841
Levered Free Cash Flow(2)	$(78)	$(170)	$(151)	$(7)	$19	$236
Leverage(3)	1.8x(5)	1.9x	1.8x	1.5x	1.4x	1.1x

(1) EBITDAX is calculated as net income plus income taxes, interest expense (less interest income), depreciation, depletion, amortization and exploration expenses.
(2) Levered Free Cash Flow is calculated as adjusted EBITDAX less net cash interest expense, less cash taxes, less capital expenditures plus non-cash general and administrative expenses.
(3) Leverage is calculated as year end net debt over last twelve months EBITDAX. Net debt is calculated as total debt minus cash and cash equivalents.
(4) Reflects the three months ended December 31, 2018 only, unless otherwise indicated.
(5) Utilizes full year 2018 EBITDAX.

NYMEX Strip Pricing as of October 26, 2018 Case C

($ in millions)	Q42018E(4)	2019E	2020E	2021E	2022E	2023E
Production (MBoe/d)	54.7	56.7	62.3	68.6	78.6	84.8
EBITDAX(1)	$191	$788	$949	$1,082	$1,235	$1,247
Capital Expenditures	$259	$791	$869	$885	$919	$868
Levered Free Cash Flow(2)	$(88)	$(86)	$(5)	$112	$197	$217
Leverage(3)	1.8x(5)	1.6x	1.3x	1.1x	0.8x	0.6x

(1) EBITDAX is calculated as net income plus income taxes, interest expense (less interest income), depreciation, depletion, amortization and exploration expenses.
(2) Levered Free Cash Flow is calculated as adjusted EBITDAX less net cash interest expense, less cash taxes, less capital expenditures plus non-cash general and administrative expenses.
(3) Leverage is calculated as year end net debt over last twelve months EBITDAX. Net debt is calculated as total debt minus cash and cash equivalents.
(4) Reflects the three months ended December 31, 2018 only, unless otherwise indicated.
(5) Utilizes full year 2018 EBITDAX.

Wall Street Consensus Pricing as of October 26, 2018 Case A

($ in millions)	Q42018E(4)	2019E	2020E	2021E	2022E	2023E
Production (MBoe/d)	54.7	52.6	63.8	75.2	87.2	95.5
EBITDAX(1)	$190	$787	$945	$1,186	$1,433	$1,606

Capital Expenditures	$250	$779	$886	$889	$970	$841
Levered Free Cash Flow(2)	$(81)	$(74)	$(25)	$214	$297	$524
Leverage(3)	1.8x(5)	1.6x	1.4x	0.9x	0.5x	0.2x

(1) EBITDAX is calculated as net income plus income taxes, interest expense (less interest income), depreciation, depletion, amortization and exploration expenses.
(2) Levered Free Cash Flow is calculated as adjusted EBITDAX less net cash interest expense, less cash taxes, less capital expenditures plus non-cash general and administrative expenses.
(3) Leverage is calculated as year end net debt over last twelve months EBITDAX. Net debt is calculated as total debt minus cash and cash equivalents.

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(4) Reflects the three months ended December 31, 2018 only, unless otherwise indicated.
(5) Utilizes full year 2018 EBITDAX.

Wall Street Consensus Pricing as of October 26, 2018 Case B

($ in millions)	Q42018E(4)	2019E	2020E	2021E	2022E	2023E
Production (MBoe/d)	54.7	49.0	57.6	65.4	73.1	79.4
EBITDAX(1)	$190	$706	$821	$996	$1,160	$1,294
Capital Expenditures	$249	$779	$886	$889	$970	$841
Levered Free Cash Flow(2)	$(79)	$(156)	$(153)	$14	$95	$327
Leverage(3)	1.8x(5)	1.9x	1.8x	1.5x	1.2x	0.8x

(1) EBITDAX is calculated as net income plus income taxes, interest expense (less interest income), depreciation, depletion, amortization and exploration expenses.
(2) Levered Free Cash Flow is calculated as adjusted EBITDAX less net cash interest expense, less cash taxes, less capital expenditures plus non-cash general and administrative expenses.
(3) Leverage is calculated as year end net debt over last twelve months EBITDAX. Net debt is calculated as total debt minus cash and cash equivalents.
(4) Reflects the three months ended December 31, 2018 only, unless otherwise indicated.
(5) Utilizes full year 2018 EBITDAX.

Wall Street Consensus Pricing as of October 26, 2018 Case C

($ in millions)	Q42018E(4)	2019E	2020E	2021E	2022E	2023E
Production (MBoe/d)	54.7	56.7	62.3	68.6	78.6	84.8
EBITDAX(1)	$190	$805	$944	$1,101	$1,316	$1,381
Capital Expenditures	$259	$791	$869	$885	$919	$868
Levered Free Cash Flow(2)	$(89)	$(68)	$(8)	$132	$255	$325
Leverage(3)	1.8x(5)	1.6x	1.3x	1.0x	0.7x	0.4x

(1) EBITDAX is calculated as net income plus income taxes, interest expense (less interest income), depreciation, depletion, amortization and exploration expenses.
(2) Levered Free Cash Flow is calculated as adjusted EBITDAX less net cash interest expense, less cash taxes, less capital expenditures plus non-cash general and administrative expenses.
(3) Leverage is calculated as year end net debt over last twelve months EBITDAX. Net debt is calculated as total debt minus cash and cash equivalents.
(4) Reflects the three months ended December 31, 2018 only, unless otherwise indicated.
(5) Utilizes full year 2018 EBITDAX.

3-Year Historical Average as of October 26, 2018 Case A

($ in millions)	Q42018E(4)	2019E	2020E	2021E	2022E	2023E
Production (MBoe/d)	54.7	52.6	63.8	75.2	87.2	95.5
EBITDAX(1)	$155	$651	$782	$948	$1,147	$1,285
Capital Expenditures	$250	$779	$886	$889	$970	$841
Levered Free Cash Flow(2)	$(109)	$(185)	$(169)	$(13)	$105	$382
Leverage(3)	1.9x(5)	2.1x	2.0x	1.7x	1.3x	0.8x

(1) EBITDAX is calculated as net income plus income taxes, interest expense (less interest income), depreciation, depletion, amortization and exploration expenses.
(2) Levered Free Cash Flow is calculated as adjusted EBITDAX less net cash interest expense, less cash taxes, less capital expenditures plus non-cash general and administrative expenses.
(3) Leverage is calculated as year end net debt over last twelve months EBITDAX. Net debt is calculated as total debt minus cash and cash equivalents.

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(4) Reflects the three months ended December 31, 2018 only, unless otherwise indicated.
(5) Utilizes full year 2018 EBITDAX.

3-Year Historical Average as of October 26, 2018 Case B

($ in millions)	Q42018E(4)	2019E	2020E	2021E	2022E	2023E
Production (MBoe/d)	54.7	49.0	57.6	65.4	73.1	79.4
EBITDAX(1)	$155	$590	$683	$793	$925	$1,032
Capital Expenditures	$249	$779	$886	$889	$970	$841
Levered Free Cash Flow(2)	$(107)	$(247)	$(271)	$(177)	$(139)	$97
Leverage(3)	1.9x(5)	2.5x	2.5x	2.4x	2.2x	1.9x

(1) EBITDAX is calculated as net income plus income taxes, interest expense (less interest income), depreciation, depletion, amortization and exploration expenses.
(2) Levered Free Cash Flow is calculated as adjusted EBITDAX less net cash interest expense, less cash taxes, less capital expenditures plus non-cash general and administrative expenses.
(3) Leverage is calculated as year end net debt over last twelve months EBITDAX. Net debt is calculated as total debt minus cash and cash equivalents.
(4) Reflects the three months ended December 31, 2018 only, unless otherwise indicated.
(5) Utilizes full year 2018 EBITDAX.

3-Year Historical Average as of October 26, 2018 Case C

($ in millions)	Q42018E(4)	2019E	2020E	2021E	2022E	2023E
Production (MBoe/d)	54.7	56.7	62.3	68.6	78.6	84.8
EBITDAX(1)	$155	$667	$780	$878	$1,051	$1,103
Capital Expenditures	$259	$791	$869	$885	$919	$868
Levered Free Cash Flow(2)	$(117)	$(182)	$(154)	$(80)	$56	$165
Leverage(3)	2.0x(5)	2.1x	2.0x	1.9x	1.5x	1.3x

(1) EBITDAX is calculated as net income plus income taxes, interest expense (less interest income), depreciation, depletion, amortization and exploration expenses.
(2) Levered Free Cash Flow is calculated as adjusted EBITDAX less net cash interest expense, less cash taxes, less capital expenditures plus non-cash general and administrative expenses.
(3) Leverage is calculated as year end net debt over last twelve months EBITDAX. Net debt is calculated as total debt minus cash and cash equivalents.
(4) Reflects the three months ended December 31, 2018 only, unless otherwise indicated.
(5) Utilizes full year 2018 EBITDAX.

The following tables set forth certain summarized prospective financial and operating information regarding Chesapeake for 2018 through 2023, as described below, prepared by the management of Chesapeake and modified by the management of WildHorse using, among other things, the above referenced commodity price assumptions and provided by WildHorse s management to the WildHorse board of directors, TPH and Morgan Stanley.

NYMEX Strip Pricing as of October 26, 2018

($ in millions)	**2018E(6)**	**2019E**	**2020E**	**2021E**	**2022E**	**2023E**
Production (MBoe/d)	431	453	515	608	676	724
EBITDAX(1)	$1,996	$2,239	$2,842	$3,153	$3,186	$3,431
Capital Expenditures(2)	$2,230	$2,152	$2,155	$2,416	$2,623	$2,718
Levered Free Cash Flow(3)	$(643)	$(380)	$196	$262	$109	$266
Leverage(4)	4.1x	3.9x	3.0x	2.6x	2.5x	2.3x
Adjusted Leverage(5)	5.0x	4.6x	3.6x	3.1x	3.1x	2.8x

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(1) EBITDAX is calculated as net income plus income taxes, interest expense (less interest income), depreciation, depletion, amortization and exploration expenses.
(2) Includes capitalized interest.
(3) Levered Free Cash Flow is calculated as adjusted EBITDAX less net cash interest expense, less cash taxes, less capital expenditures plus non-cash general and administrative expenses.
(4) Leverage is calculated as year end net debt over last twelve months EBITDAX. Net debt is total debt minus cash and cash equivalents.
(5) Adjusted Leverage is Leverage but includes Chesapeake s preferred stock at liquidation preference in the calculation of net debt.
(6) Assumes full year exclusion of Utica assets and are not price dependent.

Wall Street Consensus Pricing as of October 26, 2018

($ in millions)	2018E(6)	2019E	2020E	2021E	2022E	2023E
Production (MBoe/d)	431	453	515	608	676	724
EBITDAX(1)	$1,996	$2,349	$3,070	$3,584	$3,797	$4,160
Capital Expenditures(2)	$2,230	$2,152	$2,153	$2,411	$2,613	$2,697
Levered Free Cash Flow(3)	$(643)	$(270)	$431	$716	$775	$1,097
Leverage(4)	4.1x	3.6x	2.6x	2.1x	1.7x	1.3x
Adjusted Leverage(5)	5.0x	4.3x	3.2x	2.5x	2.2x	1.7x

(1) EBITDAX is calculated as net income plus income taxes, interest expense (less interest income), depreciation, depletion, amortization and exploration expenses.
(2) Includes capitalized interest.
(3) Levered Free Cash Flow is calculated as adjusted EBITDAX less net cash interest expense, less cash taxes, less capital expenditures plus non-cash general and administrative expenses.
(4) Leverage is calculated as year end net debt over last twelve months EBITDAX. Net debt is total debt minus cash and cash equivalents.
(5) Adjusted Leverage is Leverage but includes Chesapeake s preferred stock at liquidation preference in the calculation of net debt.
(6) Assumes full year exclusion of Utica assets and are not price dependent.

3-Year Historical Average as of October 26, 2018

($ in millions)	2018E(6)	2019E	2020E	2021E	2022E	2023E
Production (MBoe/d)	431	453	515	608	676	724
EBITDAX(1)	$1,996	$1,852	$2,338	$2,732	$2,886	$3,187
Capital Expenditures(2)	$2,230	$2,152	$2,160	$2,428	$2,642	$2,744
Levered Free Cash Flow(3)	$(593)	$(767)	$(334)	$(221)	$(288)	$(103)
Leverage(4)	4.2x	4.9x	4.0x	3.5x	3.4x	3.1x
Adjusted Leverage(5)	5.0x	5.8x	4.7x	4.1x	4.0x	3.7x

(1) EBITDAX is calculated as net income plus income taxes, interest expense (less interest income), depreciation, depletion, amortization and exploration expenses.
(2) Includes capitalized interest.
(3) Levered Free Cash Flow is calculated as adjusted EBITDAX less net cash interest expense, less cash taxes, less capital expenditures plus non-cash general and administrative expenses.
(4) Leverage is calculated as year end net debt over last twelve months EBITDAX. Net debt is total debt minus cash and cash equivalents.
(5) Adjusted Leverage is Leverage but includes Chesapeake s preferred stock at liquidation preference in the calculation of net debt.
(6) Assumes full year exclusion of Utica assets and are not price dependent.

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Qualifications Regarding Prospective Financial and Operating Information

The Chesapeake and WildHorse prospective financial and operating information was prepared by, and is the responsibility of, the management of Chesapeake and WildHorse and was not prepared with a view toward public disclosure, nor was it prepared with a view toward compliance with the published guidelines of the SEC, the guidelines established by the American Institute of Certified Public Accountants for the preparation and presentation of financial forecasts or generally accepted accounting principles in the United States, which are referred to in this joint proxy statement/prospectus as GAAP. PricewaterhouseCoopers LLP is the independent registered public accounting firm for Chesapeake and is referred to in this joint proxy statement/prospectus as PwC. KPMG LLP is the independent registered public accounting firm for WildHorse and is referred to in this joint proxy statement/prospectus as KPMG. Neither PwC nor KPMG, or any other independent accountants, has compiled, examined, reviewed, audited or performed any procedures with respect to Chesapeake s and WildHorse s prospective financial and operating information contained in this joint proxy statement/prospectus. Furthermore, neither PwC nor KPMG, or any other independent accountants, has expressed any opinion or any other form of assurance on that information or its achievability. Each of these independent accountants assumes no responsibility for, and disclaims any association with, the prospective financial and operating information. The PwC and KPMG reports incorporated into this joint proxy statement/prospectus by reference relate to historical financial and operating information for Chesapeake and WildHorse, respectively. Those reports do not extend to Chesapeake s and WildHorse s prospective financial and operating information and should not be read to do so. The summary of Chesapeake s and WildHorse s prospective financial and operating information is being included in this joint proxy statement/prospectus, not to influence your decision whether to vote for the merger proposal, but instead because the prospective financial and operating information was made available to each of the Chesapeake board and the WildHorse board, as applicable, and the respective financial advisors to Chesapeake and WildHorse, as applicable, in connection with the merger.

While presented in this joint proxy statement/prospectus with numeric specificity, the information set forth in the summary of Chesapeake s and WildHorse s prospective financial and operating information contained in this joint proxy statement/prospectus was based on numerous variables and assumptions that are inherently uncertain and may be beyond the control of Chesapeake s and WildHorse s management, including, among others, oil and gas activity, commodity prices, demand for natural gas and crude oil and the availability of financing to fund the exploration and development costs associated with the respective projected drilling programs. None of this prospective financial and operating information reflects any impact of the merger. In addition, since the prospective financial and operating information covers multiple years, that information by its nature becomes less predictive with each successive year. In addition, the unaudited prospective financial and operating information requires significant estimates and assumptions that make it inherently less comparable to the similarly-titled GAAP measures in the respective historical GAAP financial statements of Chesapeake and WildHorse. Both Chesapeake and WildHorse believe the assumptions in the prospective financial and operating information were reasonable at the time the financial and operating information was prepared, given the information both Chesapeake and WildHorse had at the time. However, important factors that may affect actual results and cause the results reflected in Chesapeake s and WildHorse s prospective financial and operating information not to be achieved include, but are not limited to, risks and uncertainties relating to their respective businesses, industry performance, the regulatory environment, general business and economic conditions and other matters described under the section of this joint proxy statement/prospectus titled *Risk Factors*. See also *Cautionary Statement Regarding Forward-Looking Statements* and *Where You Can Find More Information*. The prospective financial and operating information also reflects assumptions as to certain business decisions that are subject to change. As a result, actual results may differ materially from the results reflected in Chesapeake s and WildHorse s prospective financial and operating information. Accordingly, there can be no assurance that the results reflected in the prospective financial and operating information will be realized.

The inclusion of Chesapeake s and WildHorse s prospective financial and operating information in this joint proxy statement/prospectus should not be regarded as an indication that any of Chesapeake, Goldman Sachs, WildHorse, TPH, Morgan Stanley or any of their respective affiliates, officers, directors, advisors or other

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representatives considered or now considers the prospective financial and operating information to be material or predictive of actual future events, and the prospective financial and operating information should not be relied upon as such. There can be no assurance that actual results will not differ from the results reflected in the prospective financial and operating information. Furthermore, no obligation is undertaken to update or otherwise revise or reconcile the prospective financial and operating information to reflect circumstances existing after the dates the prospective financial and operating information was generated or to reflect the occurrence of future events in the event that any or all of the assumptions underlying the prospective financial and operating information are shown to be in error. Chesapeake and WildHorse do not intend to make publicly available any update or other revision to the prospective financial and operating information. The prospective financial and operating information for Chesapeake and WildHorse does not take into account any circumstances or events occurring after the date that information was prepared. Readers of this joint proxy statement/prospectus are cautioned not to place undue reliance on the prospective financial and operating information set forth above. None of Chesapeake or WildHorse nor any of their respective affiliates, officers, directors, advisors or other representatives has made or makes any representation to any Chesapeake shareholder, WildHorse stockholder or any other person regarding either Chesapeake s or WildHorse s ultimate performance compared to the information contained in the prospective financial and operating information or that financial results will be achieved. WildHorse has made no representation to Chesapeake, in the merger agreement or otherwise, concerning the WildHorse prospective financial and operating information. Similarly, Chesapeake has made no representation to WildHorse, in the merger agreement or otherwise, concerning the Chesapeake prospective financial and operating information.

CHESAPEAKE S AND WILDHORSE S PROSPECTIVE FINANCIAL AND OPERATING INFORMATION REPRESENTS POTENTIAL SCENARIOS BASED ON VARYING DEGREES OF SUCCESS. ACCORDINGLY, RESULTS ARE DEPENDENT ON THE OUTCOME OF FUTURE EXPLORATION AND DEVELOPMENT ACTIVITY, WHICH IS SUBJECT TO SIGNIFICANT RISK AND UNCERTAINTY. NEITHER CHESAPEAKE NOR WILDHORSE INTENDS TO UPDATE OR OTHERWISE REVISE THE PROSPECTIVE FINANCIAL AND OPERATING INFORMATION TO REFLECT CIRCUMSTANCES EXISTING AFTER THE DATE WHEN THE INFORMATION WAS GENERATED OR TO REFLECT THE OCCURRENCE OF FUTURE EVENTS, EVEN IN THE EVENT THAT ANY OR ALL OF THE ASSUMPTIONS UNDERLYING THAT INFORMATION ARE NO LONGER APPROPRIATE, EXCEPT AS MAY BE REQUIRED BY LAW.

Regulatory Approvals

The completion of the merger is subject to the receipt of antitrust clearance in the United States. Under the HSR Act and the rules promulgated thereunder, the merger may not be completed until notification and report forms have been filed with the United States Federal Trade Commission (FTC) and the Antitrust Division of the United States Department of Justice (Antitrust Division), and the applicable waiting period (or any extensions of such waiting period) has expired or been terminated. For additional information regarding regulatory approvals in connection with the merger, see the section entitled *The Merger Agreement HSR and Other Regulatory Approvals* beginning on page 163.

On November 19, 2018, Chesapeake and WildHorse filed their respective notification and report forms with the FTC and the Antitrust Division. The parties received early termination of the HSR Act waiting period on November 30, 2018. Neither Chesapeake nor WildHorse is aware of any material governmental approvals or actions that are required for completion of the merger other than as described above. It is presently contemplated that if any such additional material governmental approvals or actions are required, those approvals or actions will be sought.

At any time before or after the expiration of the statutory waiting periods under the HSR Act, the Antitrust Division or the FTC may take action under the antitrust laws, including seeking to enjoin the completion of the merger, to rescind the merger or to conditionally permit completion of the merger subject to regulatory

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conditions or other remedies. In addition, non-U.S. regulatory bodies and U.S. state attorneys general could take action under the antitrust laws as they deem necessary or desirable in the public interest, including, without limitation, seeking to enjoin the completion of the merger or permitting completion subject to regulatory conditions. There can be no assurance that regulatory authorities will not impose conditions on the completion of the merger or require changes to the terms of the transaction. Private parties may also seek to take legal action under the antitrust laws under some circumstances. There can be no assurance that a challenge to the merger on antitrust grounds will not be made or, if such a challenge is made, that it would not be successful.

Interests of Chesapeake Directors and Executive Officers in the Merger

In considering the recommendation of the Chesapeake board with respect to the Chesapeake proposals, Chesapeake shareholders should be aware that the directors and executive officers of Chesapeake have interests in the merger that may be different from, or in addition to, the interests of Chesapeake shareholders generally. These interests include, but are not limited to:

- the immediate vesting of all unvested account balances under Chesapeake s Amended and Restated Deferred Compensation Plan, as amended, upon the consummation of the merger;

- enhanced benefits in the event of a qualifying termination within a protected period subsequent to the merger under the following plans, programs and arrangements, each of which is described in further detail in Chesapeake s most recent proxy statement:

  - Chesapeake s 2014 Long-Term Incentive Plan, as amended and restated; and

  - the employment agreement between Robert D. Lawler and Chesapeake, as amended; and

  - the employment agreements between Chesapeake and certain of Chesapeake s Executive Vice Presidents and Senior Vice President.

The Chesapeake board after the merger will remain unchanged and will consist of the current directors from the Chesapeake board as of the effective time (other than as publicly announced by Chesapeake in the ordinary course and except as described in the section below entitled *Board of Directors and Management of Chesapeake Following Completion of the Merger*).

The members of the Chesapeake board were aware of and considered these interests, among other matters, in evaluating and negotiating the merger agreement, in approving the merger agreement and in determining to recommend that Chesapeake shareholders approve the Chesapeake proposals.

Board of Directors and Management of Chesapeake Following Completion of the Merger

Subject to the approval by Chesapeake s shareholders of the Chesapeake board size proposal prior to the effective time of the merger, Chesapeake shall take all necessary actions to cause the Chesapeake bylaws to be amended as of the effective time of the merger so that such bylaws shall provide that the maximum size of the Chesapeake board shall be

increased from 10 members to 11 members.

Prior to the effective time of the merger, Chesapeake shall take all necessary corporate action so that upon and after the effective time of the merger, the first director is appointed to the Chesapeake board. The first director must be reasonably acceptable to Chesapeake; provided that any director of WildHorse as of October 29, 2018 shall be deemed reasonably acceptable to Chesapeake, without requiring any further approval from Chesapeake. Chesapeake, through the Chesapeake board, shall take all necessary action to nominate such director for election to the Chesapeake board in the proxy statement relating to the first annual meeting of the shareholders of Chesapeake following the closing.

If (i) the Chesapeake board size proposal has been approved by Chesapeake s shareholders prior to the effective time of the merger or (ii) following the effective time of the merger a vacancy occurs on the

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Chesapeake board, then in either case, Chesapeake shall take all necessary corporate action so that upon and after the effective time of the merger (if the Chesapeake board size proposal has been approved), or as promptly as practicable following the first vacancy on the Chesapeake board (if the Chesapeake board size proposal has not been approved), the first director and the second director are appointed to the Chesapeake board. The second director must be reasonably acceptable to Chesapeake; provided that any director of WildHorse as of October 29, 2018 shall be deemed reasonably acceptable to Chesapeake, without requiring any further approval from Chesapeake. Chesapeake, through the Chesapeake board, shall take all necessary action to nominate, subject to the approval of the Chesapeake board size proposal or the existence of a vacancy on Chesapeake s board, the second director for election to the Chesapeake board in the proxy statement relating to the first annual meeting of the shareholders of Chesapeake following the closing.

Approval by Chesapeake s shareholders of the Chesapeake board size proposal is not a condition to any party s obligation to complete the merger. For more information on the conditions to the completion of the merger, please see the section entitled *The Merger Agreement Conditions to the Completion of the Merger* beginning on page 169.

Upon completion of the merger, the current directors and executive officers of Chesapeake are expected to continue in their current positions, other than as may be publicly announced by Chesapeake in the normal course of business.

Additionally, Chesapeake will continue to be headquartered in Oklahoma City, Oklahoma.

Quantification of Potential Payments and Benefits to Chesapeake s Named Executive Officers in Connection with the Transaction

The information set forth in the table below is intended to comply with Item 402(t) of the SEC s Regulation S-K, which requires disclosure of information about certain compensation for each current named executive officer of Chesapeake that is based on, or otherwise relates to, the transaction, which is referred to as the transaction-related compensation. For additional details regarding the terms of the payments and benefits described below, see the section entitled *The Merger Interests of Chesapeake Directors and Executive Officers in the Merger.*

The amounts shown in the table below are estimates based on multiple assumptions that may or may not actually occur or be accurate on the relevant date, including the assumptions described below and in the footnotes to the table, and do not reflect certain compensation actions that may occur before completion of the transaction. For purposes of calculating such amounts, the following assumptions were used:

- the value of each Chesapeake ordinary share is $3.53 based on the average closing price per Chesapeake ordinary share over the five business days from October 30, 2018 through November 5, 2018, following the first public announcement of the transaction on the morning of October 30, 2018;

- the effective time of the merger will be December 4, 2018, which is the assumed date of the closing of the transaction solely for purposes of the disclosure in this section; and

- each named executive officer of Chesapeake was terminated without cause (as such term is defined in the relevant agreements) in connection with the transaction, in either case immediately following the assumed effective time of December 4, 2018. In the case of the named executive officers of Chesapeake, the relevant

compensation plans, equity plans and agreements will be those providing for severance payments and benefits as described above in *The Merger Interests of Chesapeake Directors and Executive Officers in the Merger.*

Upon a change of control, as defined in each executive employment agreement and assuming the occurrence of any required termination of employment, each current NEO is entitled to the following payments. As a result of the foregoing assumptions, however, the actual amounts to be received by a named executive officer may materially differ from the amounts set forth below.

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Robert D. (Doug) Lawler

If Mr. Lawler is terminated without cause or terminates employment for good reason during a 24-month period commencing on the effective date of a change of control, he will receive (i) a lump sum cash payment equal to 2.75 times his base salary and annual bonus, plus the value of unvested cash-settled performance share units (PSUs), assuming a level of performance that is the greater of target or actual performance on the date of the change of control cash-settled performance share units; (ii) immediate vesting of all unvested equity-based compensation, including restricted stock units, stock options and stock-settled PSUs; (iii) a benefits payment consisting of accrued but unused paid time off; and (iv) immediate vesting of unvested Chesapeake matching contributions under the deferred compensation plan.

Other Named Executive Officers

The employment agreements of Chesapeake s NEOs, other than the CEO, upon the termination by Chesapeake without cause or resignation for good reason during a 24-month period commencing on the effective date of a change of control, provide for a lump sum payment of two times the sum of base salary and annual bonus; (ii) all unvested equity-based compensation and unvested Chesapeake matching contributions under the deferred compensation plan will immediately vest, and unvested PSUs shall be deemed to have achieved a level of performance that is the greater of target or actual performance on the date of the change of control; and (iii) a benefits payment consisting of accrued but unused paid time off; and (iv) immediate vesting of unvested Chesapeake matching contributions under the deferred compensation plan.

Name	Cash(1)	Equity(2)	Benefits(3)	Other(4)	Total
Robert D. Lawler	$ 13,185,061	$ 21,192,995	$ 229,819	$ 1,681	$ 34,609,556
Domenic J. Dell Osso, Jr.	$ 5,044,179	$ 5,373,647	$ 51,172	$ 975	$ 10,469,973
James R. Webb	$ 4,348,430	$ 4,315,402	$ 107,785	$ 538	$ 8,772,155
Frank J. Patterson	$ 4,455,876	$ 4,706,362	$ 116,677	$ 93,777	$ 9,372,692
M. Jason Pigott	$ 4,000,555	$ 4,695,996	$ 45,480	$ 700	$ 8,742,731

(1) The cash severance amount shown for each named executive officer consists of a lump sum payment equal to 2.75 times for Mr. Lawler, or two times for the other named executive officers, the sum of the named executive officer s base salary and annual bonus. The cash severance payments are all considered to be double-trigger payments, which means that both a change in control, such as the merger, and a qualifying termination of employment must occur prior to any payment being provided to the named executive officer.

For all NEOs, the annual bonus compensation applicable to the severance payment is the average of the annual bonus payments the executive received during the immediately preceding three calendar years unless the executive has been employed by Chesapeake or held the position stated in the agreement for less than 15 months prior to the date of termination, in which case the annual bonus is the greater of the executive s target bonus for the year in which the date of termination occurs or the average annual bonus payments the executive has received during the immediately preceding three calendar years.

	Cash Severance	Bonus ($)	Total ($)

	($)		
Robert D. Lawler	$ 10,455,061	$ 2,730,000	$ 13,185,061
Domenic J. Dell Osso, Jr.	$ 3,775,429	$ 1,268,750	$ 5,044,179
James R. Webb	$ 3,254,680	$ 1,093,750	$ 4,348,430
Frank J. Patterson	$ 3,300,876	$ 1,155,000	$ 4,455,876
M. Jason Pigott	$ 2,994,305	$ 1,006,250	$ 4,000,555

(2) The amounts shown in this column reflect the maximum potential value of the acceleration of outstanding Chesapeake restricted stock awards, stock options, stock-settled PSUs and unvested cash-settled PSUs that each named executive officer could receive in connection with the merger. These amounts are all considered to be double-trigger benefits because they will vest upon a change in control and a qualifying termination of employment.

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	Restricted Stock ($)	Stock Options ($)	Stock-Settled PSUs ($)	Cash-Settled PSUs ($)	Total ($)
Robert D. Lawler	$ 10,017,671	$ 520,000	$ 934,853	$ 9,720,471	$ 21,192,995
Domenic J. Dell Osso, Jr.	$ 2,419,593	$ 317,778	$ 747,883	$ 1,888,393	$ 5,373,647
James R. Webb	$ 1,796,894	$ 288,889	$ 560,913	$ 1,668,706	$ 4,315,402
Frank J. Patterson	$ 1,986,138	$ 317,778	$ 560,913	$ 1,841,533	$ 4,706,362
M. Jason Pigott	$ 2,177,488	$ 288,889	$ 560,913	$ 1,668,706	$ 4,695,996

(3) The amounts shown in this column reflect the value of accrued paid time off. These amounts will be paid upon a qualifying termination of employment, regardless of whether there is a change in control.

(4) The amounts shown in this column reflect the immediate vesting of all unvested account balances under Chesapeake s Amended and Restated Deferred Compensation Plan, as amended, upon consummation of the merger. These amounts are all considered to be single-trigger benefits because they will vest upon completion of the merger.

Interests of WildHorse Directors and Executive Officers in the Merger

In considering the recommendations of the WildHorse board with respect to the merger proposal and the non-binding, advisory compensation proposal, WildHorse stockholders should be aware that the executive officers and directors of WildHorse have interests in the merger that may be different from, or in addition to, the interests of WildHorse stockholders generally.

These interests include, but are not limited to, the treatment in the merger of outstanding awards of WildHorse restricted stock, potential severance payments and benefits upon a qualifying termination of employment in connection with the merger and rights to ongoing indemnification and insurance coverage. These interests are described in more detail below, and certain of them are quantified in the narrative and tabular disclosure included in the section entitled *The Merger Quantification of Potential Payments and Benefits to WildHorse s Named Executive Officers in Connection with the Transaction* beginning on page 136. The members of the WildHorse board were aware of and considered these interests, among other matters, in evaluating and negotiating the merger agreement, in approving the merger agreement and in determining to recommend that WildHorse stockholders approve the merger proposal.

Treatment of WildHorse Restricted Stock Awards

WildHorse Restricted Stock

Immediately prior to the effective time of the merger, each outstanding award of WildHorse restricted stock granted under the WildHorse stock plan will automatically vest in full and any forfeiture restrictions applicable to such shares of WildHorse restricted stock will lapse immediately. As a result, each share of WildHorse restricted stock will be treated as an unrestricted share of WildHorse common stock for purposes of the merger, including the right to receive the merger consideration, less applicable taxes required to be withheld with respect to such vesting.

Quantification of Value of Accelerated WildHorse Restricted Stock

The following table sets forth, for each executive officer of WildHorse and each member of the WildHorse board, (1) the number of shares of WildHorse restricted stock held by such individual as of the date of this filing and (2) the estimated value of the accelerated vesting of those shares (on a pre-tax basis) as a result of the merger. Such amounts

have been calculated assuming that (x) the applicable individual elects to receive the merger consideration solely in the form of Chesapeake common shares, (y) the closing price of a share of WildHorse common stock on the completion of the merger is $21.12 (which itself is determined by multiplying

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the stock-only exchange ratio by $3.53, which represents the average closing price of a share of Chesapeake common stock over the first five business days following the first public announcement of the merger) and (z) the merger is completed on February 1, 2019. Certain of the awards shown below will vest prior to the merger, but are included here because they remain unvested as of the date of this filing. The actual value of the acceleration of the shares of WildHorse restricted stock cannot be determined with any certainty until the actual acceleration occurs.

	Number of Shares of WildHorse Restricted Stock to be Accelerated (#)	Value of Accelerated Shares of WildHorse Restricted Stock ($)
Executive Name		
Jay C. Graham	339,956	7,179,871
Anthony Bahr	321,485	6,789,763
Andrew J. Cozby	296,078	6,253,174
Steve Habachy	184,967	3,906,503
Kyle N. Roane	296,078	6,253,174
Director Name		
Brian A. Bernasek		
Jonathan M. Clarkson	8,269	174,641
Scott A. Gieselman		
David W. Hayes		
Stephanie C. Hildebrandt	8,269	174,641
Grant E. Sims	8,269	174,641
Martin W. Sumner		
Tony R. Weber		

Executive Officer Severance Arrangements

WildHorse does not maintain employment agreements with its executive officers. However, WildHorse maintains the WildHorse Executive Change in Control and Severance Benefit Plan (which we refer to as the WildHorse severance plan) in which its executive officers are eligible to participate. The WildHorse severance plan provides that upon a change in control, which includes the merger, all outstanding unvested equity awards held by the WildHorse executive officers will immediately become fully vested. Further, the WildHorse severance plan provides certain double trigger payments and benefits, meaning that the payments or other benefits become due only if the executive officer s employment is terminated without cause or by the executive for good reason (which we refer to as a qualifying termination) within two years after the occurrence of a change of control, which includes the merger.

The payments and benefits due to an executive officer under the WildHorse severance plan upon a qualifying termination following a change in control are: (i) accrued but unpaid salary, earned but unpaid performance bonus for a completed fiscal year prior to the date of termination, reimbursement of eligible expenses incurred through the date of termination, and any employee benefits to which the executive officer may be entitled pursuant to the terms governing such benefits; (ii) a pro rata performance bonus for the calendar year of termination, payable in a lump sum as soon as administratively feasible following preparation of the unaudited financial statements for the applicable

calendar year, but in no event later than March 15 of the calendar year to which the performance bonus relates; (iii) a lump sum amount equal to three (3) times (for Messrs. Graham and Bahr), or two and one half (2.5) times in the case of all other executives, the sum of the officer s base salary plus the greater of the officer s average performance bonus for the two calendar years preceding the date of termination and the target performance bonus for the year in which the date of termination occurs, payable within 60 days following executive officer s date of termination; and (iv) continuation of medical and dental benefits (if

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elected by the executive) for 36 months (for Mr. Graham), or 30 months for all other executives, following the date of termination, with the full cost of such continuation coverage being reimbursed to the executive officer on a monthly basis. If so required by the administrator of the WildHorse severance plan, the payments and benefits set forth in (ii) (iv) will be contingent on the executive officer s execution of a release of claims in favor of WildHorse.

For purposes of the WildHorse severance plan, the term cause generally means a determination made by two-thirds (2/3) of the WildHorse board that an executive officer (i) has been convicted of a misdemeanor involving moral turpitude or a felony, (ii) has engaged in grossly negligent or willful misconduct in the performance of his duties for WildHorse (other than due to the executive officer s incapacity due to physical or mental illness), which actions have had a material detrimental effect on WildHorse and which actions continued for a period of thirty (30) days after a written notice of demand for performance has been delivered to the executive officer specifying the manner in which the executive officer has failed to perform, (iii) has engaged in conduct which is materially injurious to WildHorse (including, without limitation, misuse or misappropriation of WildHorse s funds or other property) or (iv) has committed an act of fraud.

Additionally, under the WildHorse severance plan, the term good reason generally means, without the express written consent of the executive officer, the occurrence of one of the following arising on or after the date such executive officer commences participation in the WildHorse severance plan: (i) a material reduction in the executive officer s base compensation, (ii) a material diminution in the executive officer s authority, duties or responsibilities, (iii) a permanent relocation in the geographic location at which the executive officer must perform services to a location more than 50 miles from the location at which the executive officer normally performed services immediately before the relocation, (iv) a material reduction in the authority, duties, or responsibilities of the person to whom the executive officer reports, or (v) any other action or inaction that constitutes a material breach by WildHorse of its obligations under the WildHorse severance plan.

For an estimate of the value of the payments and benefits described above that would be payable to the WildHorse s named executive officers under the WildHorse severance plan upon a qualifying termination in connection with the merger, see the section entitled *Quantification of Potential Payments and Benefits to WildHorse s Named Executive Officers in Connection with the Transaction Golden Parachute Compensation* below.

Potential New Agreements with WildHorse Executive Officers

Subsequent to the execution of the merger agreement, there have been discussions between WildHorse and Messrs. Graham and Bahr regarding certain transition matters. In connection with these discussions, WildHorse may enter into new agreements with Messrs. Graham and Bahr that will remain effective after the closing of the merger. However, at this time there is no assurance that any discussions between the parties will result in any new agreements or, if so, what the terms and conditions of any such agreements would be.

Quantification of Potential Payments and Benefits to WildHorse s Named Executive Officers in Connection with the Transaction

This section sets forth the information required by Item 402(t) of Regulation S-K regarding the compensation of each of WildHorse s named executive officers, that is based on or otherwise relates to the merger and that will or may become payable to the named executive officers at the completion of the merger or on a qualifying termination of employment upon or following the consummation of the merger. This compensation is referred to as golden parachute compensation by the applicable SEC disclosure rules, and in this section we use such term to describe the merger-related compensation payable to the WildHorse named executive officers. The golden parachute compensation payable to these individuals is subject to a non-binding advisory vote of WildHorse stockholders. The named

executive officers are the individuals listed as such in WildHorse s most recent annual proxy statement.

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The table below sets forth, for the purposes of this golden parachute disclosure, the amount of payments and benefits (on a pre-tax basis) that each of WildHorse s named executive officers would receive using the following assumptions: (i) the completion of the merger occurs on February 1, 2019, (ii) each named executive officer experiences a qualifying termination at such time, (iii) the named executive officer s base salary rate and annual target bonus remain unchanged from that in effect as of the date of this filing, (iv) shares of WildHorse restricted stock outstanding as of the date hereof do not otherwise vest prior to the completion of the merger, (v) the applicable individual elects to receive the merger consideration solely in the form of Chesapeake common shares, (vi) the closing price of a share of WildHorse common stock on the completion of the merger is $21.12 (which itself is determined by multiplying the stock-only exchange ratio by $3.53, which represents the average closing price of a share of Chesapeake common stock over the first five business days following the first public announcement of the merger); (vii) no named executive officers receive any additional equity grants prior to completion of the merger and (viii) each named executive officer has properly executed any required releases and complied with all requirements (including any applicable restrictive covenants) necessary in order to receive the payments and benefits. All payments described in the table and accompanying footnotes below are paid in separate, lump sum payments. Values shown below do not take into account any impact of excise taxes or payment reductions imposed in connection with Sections 280G or 4999 of the Code, or any increase in compensation that may occur following the date of this filing or following the Merger. Some of the assumptions used in the table below are based upon information not currently available and, as a result, the actual amounts to be received by the WildHorse named executive officers may differ from the amounts set forth below.

Golden Parachute Compensation

	Cash ($)(1)	Equity ($)(2)	Benefits ($)(3)	Total ($)
Jay C. Graham	5,075,655	7,179,871	65,808	12,321,334
Anthony Bahr	5,075,655	6,789,763	65,808	11,931,226
Andrew J. Cozby	2,528,055	6,253,174	54,840	8,836,069
Steve Habachy	2,528,055	3,906,503	54,840	6,489,398
Kyle N. Roane	2,528,055	6,253,174	54,840	8,836,069

(1) The amount shown for each named executive officer consists of: (a) a lump sum cash severance equal to three times (for Messrs. Graham and Bahr), or two and a half times (for the other named executive officers), the sum of (i) the named executive officer s base salary and (ii) the greater of the named executive officer s average performance bonus for the two calendar years preceding the date of termination and the target performance bonus for the year in which the date of termination occurs and (b) a pro rata portion of the named executive officer s performance bonus for the 2018 calendar year, in each case, payable pursuant to the WildHorse severance plan and set forth in more detail below this footnote. The severance payment and the 2018 pro rata bonus payment are both considered to be double-trigger payments, which means that both a change in control, such as the merger, and a qualifying termination of employment must occur prior to any payment being provided to the named executive officer.

	Cash Severance ($)	Pro-Rata 2018 Bonus ($)	Total ($)

Jay C. Graham	5,022,000	53,655	5,075,655
Anthony Bahr	5,022,000	53,655	5,075,655
Andrew J. Cozby	2,500,000	28,055	2,528,055
Steve Habachy	2,500,000	28,055	2,528,055
Kyle N. Roane	2,500,000	28,055	2,528,055

(2) The amounts shown in this column reflect the maximum potential value of the acceleration of outstanding WildHorse restricted stock awards that each named executive officer could receive in connection with the merger. The amount of awards deemed to be held by each named executive officer has been disclosed

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within the tables above under the heading *Quantification of Value of Accelerated WildHorse Time-Based and Performance-Based Restricted Stock.* These amounts are all considered to be single-trigger benefits because they will vest solely upon a change in control.

(3) The amounts shown in this column reflect the value of medical and dental benefit continuation, as provided under the WildHorse severance plan for a period of 36 months (for Messrs. Graham and Bahr) and a period of 30 months (for the other named executive officers). Along with the severance and bonus payments noted in the first column, these payments would be considered double-trigger benefits.

Indemnification and Insurance

Chesapeake and the surviving corporation have agreed to, jointly and severally, indemnify, defend and hold harmless each person who is now, or has been at any time prior to October 29, 2018 or who becomes prior to the effective time of the merger, a director or officer of WildHorse or any of its subsidiaries or who acts as a fiduciary under any employee benefit plan sponsored, maintained, or contributed to by WildHorse, in each case, when acting in such capacity and, solely to the extent of any proceedings where the indemnified person is a party as a result of the fact that such party controls or has controlled WildHorse or any of its subsidiaries prior to the date of the merger agreement, each person who controls or is alleged to control, directly or indirectly, WildHorse or any of its subsidiaries (whom we refer to as the indemnified persons), against all losses, claims, damages, costs, fines, penalties, expenses (including attorneys and other professionals fees and expenses), liabilities or judgments or amounts that are paid in settlement of, or incurred in connection with, any threatened or actual claim, action, suit, proceeding, investigation, grievance, citation, summons, subpoena, inquiry, hearing, originating application to a tribunal, arbitration or other proceeding or order or ruling to which such indemnified person is a party or is otherwise involved (including as a witness) based on, in whole or in part, or arising out of, in whole or in part, the fact that such person is or was a director or officer of WildHorse or any of its subsidiaries, a fiduciary under any employee benefit plan sponsored, maintained, or contributed to by WildHorse or is or was serving at the request of WildHorse or any of its subsidiaries as a director, officer or fiduciary of another corporation, partnership, limited liability company, joint venture, employee benefit plan, trust or other enterprise, as applicable, or by reason of anything done or not done by such person in any such capacity, whether pertaining to any act or omission occurring or existing prior to or at, but not after, the effective time of the merger and whether asserted or claimed prior to, at or after the effective time of the merger (which liabilities we refer to as indemnified liabilities), including all indemnified liabilities based in whole or in part on, or arising in whole or in part out of, or pertaining to the merger agreement or the transactions contemplated by the merger agreement, in each case to the fullest extent permitted under applicable law (and Chesapeake and the surviving corporation will, jointly and severally, pay expenses incurred in connection therewith in advance of the final disposition of any such claim, action, suit, proceeding or investigation to each indemnified person to the fullest extent permitted under applicable law).

Chesapeake and the surviving corporation will not amend, repeal or otherwise modify any provision in the organizational documents of the surviving corporation in any manner that would affect (or manage the surviving corporation or its subsidiaries, with the intent to or in a manner that would affect) adversely the rights of any indemnified person to indemnification, exculpation and advancement except to the extent required by applicable law. Chesapeake and the surviving corporation will fulfill and honor any indemnification, expense advancement, or exculpation agreements between WildHorse or any of its subsidiaries and any of its directors or officers existing and in effect prior to October 29, 2018.

Chesapeake and the surviving corporation will cause to be put in place, and Chesapeake will fully prepay immediately prior to the effective time of the merger, tail insurance policies with a claims period of at least six years from the effective time of the merger (which we refer to as the tail period) from an insurance carrier with the same or better credit rating as WildHorse s current insurance carrier with respect to directors and officers liability insurance in an amount and scope at least as favorable as WildHorse s existing policies, subject to a premium cap, with respect to

matters, acts or omissions existing or occurring at or prior to, but not after, the effective time of the merger. For additional information, see the section entitled *The Merger Agreement Indemnification; Directors and Officers Insurance* beginning on page 165.

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Listing of Chesapeake Shares; Delisting and Deregistration of WildHorse Shares

If the merger is completed, the shares of Chesapeake common stock to be issued in the merger will be listed for trading on the NYSE, shares of WildHorse common stock will be delisted from the NYSE and deregistered under the Exchange Act, and WildHorse will no longer be required to file periodic reports with the SEC in connection with its common stock, pursuant to the Exchange Act.

Accounting Treatment of the Merger

Chesapeake prepares its financial statements in accordance with GAAP. The accounting guidance for business combinations requires the use of the acquisition method of accounting for the merger, which requires the determination of the acquirer, the purchase price, the acquisition date, the fair value of assets and liabilities of the acquiree and the measurement of goodwill. Chesapeake will be treated as the acquirer for accounting purposes.

Treatment of Indebtedness

As of September 30, 2018, WildHorse had outstanding $399 million of borrowings under WildHorse s existing credit facility. Completion of the merger would give rise to an event of default under the terms of the WildHorse credit facility. To avoid an event of default, Chesapeake will need to either obtain waivers or consents from the lenders under the WildHorse credit facility or the WildHorse credit facility will need to be repaid in full and terminated in connection with the merger. If Chesapeake elects to repay the WildHorse credit facility, Chesapeake may draw on Chesapeake s existing credit facility, use cash on hand, issue debt securities or use other sources of liquidity to fund the repayment. Chesapeake may also choose to increase commitments under the Chesapeake credit facility into a combined credit facility in connection with the consummation of the merger.

As of September 30, 2018, WildHorse had outstanding $700 million aggregate principal amount of 6.875% senior unsecured notes due 2025. If the WildHorse senior notes are downgraded within 90 days after the consummation of the merger (which constitutes a Change of Control under the WildHorse indenture), the WildHorse indenture requires WildHorse (or a third-party, in certain circumstances) to make an offer to repurchase the WildHorse senior notes at 101% of their principal value, plus accrued and unpaid interest, within 30 days of such downgrade. If any holder of WildHorse senior notes accepts such offer, Chesapeake may draw on Chesapeake s existing credit facility, use cash on hand, issue debt securities or use other sources of liquidity to fund such repurchase. If Chesapeake is not required to make such offer or not all holders of WildHorse senior notes accepts such an offer, Chesapeake may seek to amend, engage in liability management transactions with respect to, or redeem or refinance the WildHorse senior notes in connection with the merger or at any time after the merger. Alternatively, Chesapeake could designate WildHorse as an Unrestricted Subsidiary under its revolving credit facility; as such, the WildHorse senior notes would remain outstanding, all transactions between Chesapeake and WildHorse would be on an arm s-length basis and WildHorse would continue to report its financial results to its creditors pursuant to the requirements of the Exchange Act. Chesapeake does not currently anticipate taking any action with respect to the outstanding senior notes of Chesapeake in connection with the merger.

For a description of Chesapeake s and WildHorse s existing indebtedness see Chesapeake s Quarterly Report on Form 10-Q for the quarter ended September 30, 2018, filed on October 30, 2018, and WildHorse s Quarterly Report on Form 10-Q for the quarter ended September 30, 2018, filed on November 8, 2018, each of which is incorporated by reference into this joint proxy statement/prospectus.

No Dissenters or Appraisal Rights

No dissenters or appraisal rights will be available with respect to the transactions contemplated by the merger agreement.

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THE MERGER AGREEMENT

This section describes the material terms of the merger agreement, which was executed on October 29, 2018. The description of the merger agreement in this section and elsewhere in this joint proxy statement/prospectus is qualified in its entirety by reference to the complete text of the merger agreement, a copy of which is attached as Annex A to this joint proxy statement/prospectus and is incorporated by reference herein in its entirety. This summary does not purport to be complete and may not contain all of the information about the merger agreement that is important to you. You are encouraged to read the merger agreement carefully and in its entirety because it is the legal document that governs the merger.

Explanatory Note Regarding the Merger Agreement

The merger agreement and this summary are included solely to provide you with information regarding the terms of the merger agreement. Factual disclosures about Chesapeake, WildHorse, or any of their respective subsidiaries or affiliates contained in this joint proxy statement/prospectus or in Chesapeake s or WildHorse s public reports filed with the SEC may supplement, update or modify the factual disclosures about Chesapeake or WildHorse, as applicable, contained in the merger agreement. The representations, warranties and covenants made in the merger agreement by Chesapeake, WildHorse and Merger Sub were made solely for the purposes of the merger agreement and as of specific dates and were qualified and subject to important limitations agreed to by Chesapeake, WildHorse and Merger Sub in connection with negotiating the terms of the merger agreement. In particular, in your review of the representations and warranties contained in the merger agreement and described in this summary, it is important to bear in mind that the representations and warranties were negotiated with the principal purposes of establishing the circumstances in which a party to the merger agreement may have the right not to complete the merger if the representations and warranties of the other party prove to be untrue due to a change in circumstance or otherwise, and allocating risk between the parties to the merger agreement, rather than establishing matters as facts. The representations and warranties may also be subject to a contractual standard of materiality different from those generally applicable to stockholders and reports and documents filed with the SEC, and in some cases were qualified by the matters contained in the respective disclosure letters that Chesapeake and WildHorse delivered to each other in connection with the merger agreement, which disclosures were not reflected in the merger agreement. Moreover, information concerning the subject matter of the representations and warranties, which do not purport to be accurate as of the date of this joint proxy statement/prospectus, may have changed since October 29, 2018. You should not rely on the merger agreement representations, warranties, covenants or any descriptions thereof as characterizations of the actual state of facts of Chesapeake, WildHorse and Merger Sub or any of their respective subsidiaries or affiliates.

The Merger

Upon the terms and subject to the conditions of the merger, at the effective time of the merger, Merger Sub will be merged with and into WildHorse in accordance with the DGCL. As a result of the merger, the separate existence of Merger Sub will cease and WildHorse will continue its existence under the laws of the State of Delaware as the surviving corporation (in such capacity, we sometimes refer to WildHorse as the surviving corporation). Immediately following the effective time of the merger, the surviving corporation will be merged with and into LLC Sub, with the LLC Sub continuing as a wholly owned subsidiary of Chesapeake.

At the effective time of the merger, the merger will have the effects set forth in the merger agreement and the applicable provisions of the DGCL and all the property, rights, privileges, powers and franchises of each of WildHorse and Merger Sub will vest in the surviving corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of WildHorse and Merger Sub will become the debts, liabilities, obligations, restrictions, disabilities and duties of the surviving corporation.

Closing

Unless otherwise mutually agreed to in writing between Chesapeake and WildHorse, the completion of the merger will take place at 9:00 a.m. Central Time on the second business day following the satisfaction or waiver

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of the conditions to the completion of the merger (other than any such conditions which by their nature cannot be satisfied until the closing date, which will be required to be so satisfied or (to the extent permitted by applicable law) waived in accordance with the merger agreement on the closing date). For more information on the conditions to the completion of the merger, please see the section entitled *The Merger Agreement Conditions to the Completion of the Merger* beginning on page 169. We refer to the date on which the completion of the merger occurs as the closing date.

As soon as practicable on the closing date after the completion of the merger, a certificate of merger prepared and executed in accordance with the relevant provisions of the DGCL will be filed with the Office of the Secretary of State of the State of Delaware and the merger will become effective upon the filing and acceptance of such certificate of merger with the Office of the Secretary of State of the State of Delaware, or at such later time as agreed in writing by Chesapeake and WildHorse and specified in such certificate of merger.

Organizational Documents; Directors and Officers

At the effective time of the merger, the WildHorse charter and the WildHorse bylaws in effect immediately prior to the effective time of the merger will be the certificate of incorporation and the bylaws of the surviving corporation, until duly amended, in accordance with their respective terms and applicable law. At the effective time of the LLC Sub merger, the certificate of formation and limited liability company agreement of LLC Sub will continue to be the certificate of formation and limited liability company agreement of the surviving entity.

Chesapeake and WildHorse have agreed to take all necessary action such that from and after the effective time of the merger, the directors of Merger Sub immediately prior to the effective time will be the directors of the surviving corporation and the officers of Merger Sub immediately prior to the effective time will be the officers of the surviving corporation, and such directors and officers will serve until their successors have been duly elected or appointed and qualified or until their death, resignation or removal in accordance with the organizational documents of the surviving corporation.

Subject to the approval by Chesapeake s shareholders of the Chesapeake charter amendments prior to the effective time of the merger, Chesapeake shall take all necessary actions to cause the Chesapeake charter amendments to become effective at or immediately following the effective time of the merger, and Chesapeake s certificate of incorporation, as amended by the Chesapeake charter amendments, shall be the certificate of incorporation of Chesapeake until duly amended in accordance with the provisions thereof and applicable law.

Subject to the approval by Chesapeake s shareholders of the Chesapeake board size amendment prior to the effective time of the merger, Chesapeake shall take all necessary actions to cause the Chesapeake bylaws to be amended as of the effective time of the merger so that such bylaws shall provide that the maximum size of the Chesapeake board shall be increased from 10 members to 11 members.

Prior to the effective time of the merger, Chesapeake shall take all necessary corporate action so that upon and after the effective time of the merger, the first director is appointed to the Chesapeake board. The first director must be reasonably acceptable to Chesapeake; provided that any director of WildHorse as of October 29, 2018 shall be deemed reasonably acceptable to Chesapeake, without requiring any further approval from Chesapeake. Chesapeake, through the Chesapeake board, shall take all necessary action to nominate such director for election to the Chesapeake board in the proxy statement relating to the first annual meeting of the shareholders of Chesapeake following the closing.

If (i) the Chesapeake board size amendment has been approved by Chesapeake s shareholders prior to the effective time of the merger or (ii) following the effective time of the merger a vacancy occurs on the Chesapeake board, then in either case, Chesapeake shall take all necessary corporate action so that upon and after the effective time of the

merger (if the Chesapeake board size amendment has been approved), or as promptly as practicable following the first vacancy on the Chesapeake board, the first director and the second director are

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appointed to the Chesapeake board. The second director must be reasonably acceptable to Chesapeake; provided that any director of WildHorse as of October 29, 2018 shall be deemed reasonably acceptable to Chesapeake, without requiring any further approval from Chesapeake. Chesapeake, through the Chesapeake board, shall take all necessary action to nominate, subject to the approval of the Chesapeake board size amendment or the existence of a vacancy on Chesapeake s board, the second director for election to the Chesapeake board in the proxy statement relating to the first annual meeting of the shareholders of Chesapeake following the closing.

Approval by Chesapeake s shareholders of the Chesapeake charter amendments is not a condition to any party s obligation to complete the merger. For more information on the conditions to the completion of the merger, please see the section entitled *The Merger Agreement Conditions to the Completion of the Merger* beginning on page 169.

Effect of the Merger on Capital Stock; Merger Consideration

At the effective time of the merger, by virtue of the merger and without any action on the part of Chesapeake, Merger Sub, WildHorse, or any holder of any securities of Chesapeake, Merger Sub or WildHorse:

Each share of capital stock of Merger Sub issued and outstanding immediately prior to the effective time of the merger will be converted into and will represent one fully paid and nonassessable share of common stock of the surviving corporation.

Each share of WildHorse common stock, including WildHorse preferred stock, which will be converted to WildHorse common stock prior to the effective time of the merger, issued and outstanding immediately prior to the effective time of the merger (excluding any excluded shares) will be converted automatically at the effective time of the merger into the right to receive from Chesapeake:

For each share of WildHorse common stock with respect to which an election to receive mixed consideration has been made and not revoked or lost pursuant to the merger agreement, the mixed consideration;

For each share of WildHorse common stock with respect to which an election to receive only share consideration has been made and not revoked or lost pursuant to the merger agreement, the share consideration; or

For each share of WildHorse common stock with respect to which no election to receive the share consideration or mixed consideration has been made, the share consideration.

All such shares of WildHorse common stock will cease to be outstanding and will automatically be canceled and cease to exist. Each holder of a share of WildHorse common stock that was outstanding immediately prior to the effective time of the merger will cease to have any rights with respect thereto, except the right to receive the merger consideration, any dividends or other distributions paid with respect to such shares following the effective time and any cash to be paid in lieu of any fractional shares of Chesapeake common stock.

All excluded shares will automatically be canceled and cease to exist as of the effective time of the merger, and no consideration will be delivered in exchange for excluded shares. All shares of WildHorse common stock held by any wholly owned subsidiary of Chesapeake (other than Merger Sub) or any wholly owned subsidiary of WildHorse immediately prior to the effective time of the merger shall automatically be converted into such number of shares of Chesapeake common stock equal to the share consideration.

In the event of any change in the number of shares of WildHorse or Chesapeake common stock or securities convertible or exchangeable into or exercisable for shares of WildHorse or Chesapeake common stock (in each case issued and outstanding after October 29, 2018 and before the effective time) by reason of any stock split, reverse stock split, stock dividend, subdivision, reclassification, recapitalization, combination, exchange of shares or the like, the merger consideration will be equitably adjusted to reflect the effect of such change.

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Treatment of WildHorse Restricted Stock Awards in the Merger

Immediately prior to the effective time of the merger, each outstanding award of shares of WildHorse restricted stock granted under the WildHorse stock plan will automatically vest in full and any forfeiture restrictions applicable to such shares of WildHorse restricted stock will lapse immediately. As a result, each share of WildHorse restricted stock will be treated as and will have the same rights as an unrestricted share of WildHorse common stock, including the right to receive the merger consideration, less applicable taxes required to be withheld with respect to such vesting.

Payment for Securities; Exchange

Prior to the effective time of the merger, Chesapeake has agreed to enter into an agreement with EQ Shareowner Services, or another firm reasonably acceptable to Chesapeake and WildHorse, to act as agent for the holders of WildHorse common stock in connection with the merger (which we refer to as the exchange agent). On the closing date and prior to the filing of the certificate of merger, Chesapeake has agreed to deposit with the exchange agent, for the benefit of the former holders of shares of WildHorse common stock issued and outstanding immediately prior to the effective time of the merger, the number of shares of Chesapeake common stock issuable as merger consideration pursuant to the merger agreement and sufficient cash to be delivered as merger consideration pursuant to the merger agreement. Chesapeake has also agreed to make available to the exchange agent, from time to time as needed, cash sufficient to pay certain dividends and other distributions on the shares of Chesapeake common stock issuable as merger consideration. Chesapeake or the surviving corporation will pay all charges and expenses, including those of the exchange agent, in connection with the exchange of shares of WildHorse common stock for the merger consideration pursuant to the merger agreement.

Book-Entry Shares

As soon as practicable after the effective time of the merger, but in no event more than two business days after the closing date, Chesapeake has agreed to cause the exchange agent to deliver to each record holder, as of immediately prior to the effective time, of WildHorse common stock held in book-entry form, which shares were converted into the right to receive the merger consideration at the effective time of the merger, a letter of transmittal and instructions for use in effecting the surrender of book-entry shares, for payment of the merger consideration. Upon surrender to the exchange agent of a book-entry shares, together with the letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, and such other customary documents as may be reasonably required by the exchange agent, the holder of such book-entry shares will be entitled to receive in exchange therefor (i) one or more shares of Chesapeake common stock (which will be in uncertificated book-entry form) representing, in the aggregate, the whole number of shares of Chesapeake common stock, if any, that such holder has the right to receive pursuant to the merger agreement (after taking into account all shares of WildHorse common stock held by such holder as of immediately prior to the effective time) and (ii) a check in the amount equal to the aggregate amount of cash, if any, that such holder has the right to receive pursuant to the cash portion of any mixed consideration and any cash payable in lieu of any fractional shares of Chesapeake common stock and dividends and other distributions on the shares of Chesapeake common stock issuable as merger consideration, as subject to applicable provisions of the merger agreement.

No Interest

No interest will be paid or accrued on the merger consideration, cash in lieu of fractional shares or any unpaid dividends and other distributions payable for shares of WildHorse common stock eligible to receive the merger consideration pursuant to the merger agreement.

Termination of Rights

All merger consideration, dividends and other distributions on the shares of Chesapeake common stock issuable as merger consideration and any cash in lieu of fractional shares of Chesapeake common stock paid

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upon the surrender of book-entry shares will be deemed to have been paid in full satisfaction of all rights pertaining to such WildHorse common stock. At the effective time of the merger, the stock transfer books of the surviving corporation will be closed immediately, and there will be no further registration of transfers on the stock transfer books of the surviving corporation of the shares of WildHorse common stock that were outstanding immediately prior to the effective time of the merger. If, after the effective time of the merger, book-entry shares are presented to the surviving corporation for any reason, they will be canceled and exchanged for the merger consideration, any cash in lieu of any fractional shares of Chesapeake common stock and dividends and other distributions on the shares of Chesapeake common stock issuable as merger consideration.

No Liability

None of the surviving corporation, Chesapeake, Merger Sub, or the exchange agent will be liable to any holder of WildHorse common stock for any amount of merger consideration properly delivered to a public official pursuant to any applicable abandoned property, escheat, or similar law.

No Fractional Shares of Chesapeake Common Stock

No scrip or shares representing fractional shares of Chesapeake common stock will be issued upon the exchange of eligible shares of WildHorse common stock, and such fractional share interests will not entitle the owner of such fractional share interests to vote or to have any rights of a stockholder of Chesapeake or a holder of shares of Chesapeake common stock. Each holder of shares exchanged pursuant to the merger who would otherwise have been entitled to receive a fraction of a share of Chesapeake common stock (after taking into account and aggregating all book-entry shares delivered by such holder) will receive, in lieu of such fractional shares of Chesapeake common stock, cash (without interest) in an amount equal to the product of (i) the aggregate net cash proceeds as determined below and (ii) a fraction, the numerator of which is such fractional part of a share of Chesapeake common stock, and the denominator of which is the number of shares of Chesapeake common stock constituting a portion of the exchange fund as represents the aggregate of all fractional entitlements of all holders of WildHorse common stock. As promptly as possible following the effective time of the merger, the exchange agent shall sell at then-prevailing prices on the NYSE such number of shares of Chesapeake common stock constituting a portion of the exchange fund as represents the aggregate of all fractional entitlements of all holders of WildHorse common stock, with the cash proceeds (net of all commissions, transfer taxes and other out-of-pocket costs and expenses of the exchange agent incurred in connection with such sales) of such sales to be used by the exchange agent to fund the foregoing payments in lieu of fractional shares (and if the proceeds of such share sales by the exchange agent are insufficient for such purpose, then Chesapeake shall promptly deliver to the exchange agent additional funds in an amount equal to the deficiency required to make all such payments in lieu of fractional shares).

Withholding Taxes

Chesapeake, WildHorse, Merger Sub, LLC sub and the exchange agent are entitled to deduct and withhold from the amounts otherwise payable to any holder of WildHorse common stock pursuant to the merger agreement such amount required to be deducted and withheld with respect to the making of such payment under the Code or any similar provisions of state, local or foreign tax law. To the extent that such amounts are so properly deducted or withheld and paid over to the relevant taxing authority by Chesapeake, WildHorse, Merger Sub, LLC Sub or the exchange agent, as the case may be, such deducted or withheld amounts will be treated for all purposes of the merger agreement as having been paid to the person in respect of which such deduction or withholding was made.

Election Procedures

Not less than 30 days prior to the anticipated effective time of the merger or on such other date as Chesapeake and the WildHorse mutually agree (the mailing date), WildHorse shall cause to be mailed an

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election form and other appropriate and customary transmittal materials, in such form as WildHorse shall reasonably specify and as shall be reasonably acceptable to Chesapeake (the election form), to each record holder of WildHorse common stock as of a record date that is five business days prior to the mailing date or such other date as mutually agreed to by Chesapeake and WildHorse.

Each election form shall permit the holder (or the beneficial owner through customary documentation and instructions) of WildHorse common stock to specify (i) the number of shares of WildHorse common stock with respect to which such holder elects to receive the share consideration, (ii) the number of shares of WildHorse common stock with respect to which such holder elects to receive the mixed consideration or (iii) that such holder makes no election with respect to such holder s shares of WildHorse common stock. Any shares of WildHorse common stock with respect to which the exchange agent does not receive a properly completed election form during the period (the election period) from the mailing date to 5:00 p.m., New York City time, on the business day that is two business days prior to the closing date or such other date as Chesapeake and WildHorse shall, prior to the closing, mutually agree (the election deadline) shall be deemed to have made no election. Chesapeake and the WildHorse shall publicly announce the anticipated election deadline at least five business days prior to the anticipated closing date. If the closing date is delayed to a subsequent date, the election deadline shall be similarly delayed to a subsequent date, and Chesapeake and WildHorse shall promptly announce any such delay and, when determined, the rescheduled election deadline.

WildHorse shall make available one or more election forms as may reasonably be requested from time to time by all persons who become holders or beneficial owners of shares of WildHorse common stock during the election period, and Chesapeake shall provide the exchange agent all information reasonably necessary for it to perform its duties as specified in the merger agreement.

Any such election shall have been properly made only if the exchange agent shall have actually received a properly completed election form during the election period. Any election form may be revoked or changed by the person submitting it, by written notice received by the exchange agent during the election period. In the event an election form is revoked during the election period, the shares of WildHorse common stock represented by such election form shall be deemed to have made no election, except to the extent a subsequent election is properly made during the election period. Subject to the terms of the merger agreement and of the election form, the exchange agent shall have reasonable discretion to determine whether any election, revocation or change has been properly or timely made and to disregard immaterial defects in the election forms, and any good faith decisions of the exchange agent regarding such matters shall be binding and conclusive. None of Chesapeake, Merger Sub, WildHorse or the exchange agent shall be under any obligation to notify any person of any defect in an election form.

No Dissenters or Appraisal Rights

No dissenters or appraisal rights will be available with respect to the transactions contemplated by the merger agreement.

Representations and Warranties

Representations and Warranties

The merger agreement contains customary and, in certain cases, reciprocal, representations and warranties by WildHorse and Chesapeake that are subject, in some cases, to specified exceptions and qualifications contained in the merger agreement, in forms, reports, certifications, schedules, statements and documents filed with or furnished to the SEC by WildHorse or Chesapeake, as applicable, prior to October 29, 2018 or in the disclosure letters delivered by

WildHorse and Chesapeake to each other in connection with the merger agreement. These representations and warranties relate to, among other things:

organization, good standing and qualification to conduct business;

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capitalization, including regarding:

- the number of shares of common stock, preferred stock and/or other capital stock of Chesapeake (or, as applicable, WildHorse) issued, outstanding and/or reserved for issuance, and that such stock has been duly authorized and validly issued;

- the absence of pre-emptive rights and other rights giving any persons the right to subscribe for, purchase or acquire from Chesapeake or its subsidiaries (or, as applicable, WildHorse and its subsidiaries) any securities of Chesapeake and its subsidiaries (or, as applicable, WildHorse and its subsidiaries) or any securities convertible into or exchangeable or exercisable for, or giving any person a right to subscribe for or acquire, any such securities;

- the absence of obligations of Chesapeake or its subsidiaries (or, as applicable, WildHorse and its subsidiaries) to redeem or otherwise acquire any securities of it or its affiliates or any securities convertible into or exchangeable or exercisable for, or giving any person a right to subscribe for or acquire, any such securities;

- the absence of any bonds, debentures, notes or other obligations the holders of which have the right to vote, or which are convertible into securities having the right to vote on any matters on which the Chesapeake shareholders and its subsidiaries (or, as applicable, WildHorse and its subsidiaries) may vote;

- the absence of any stockholders agreements, voting trusts or other agreements, other than disclosed agreements; and

- the absence of interests in any material joint venture, or, directly or indirectly, equity securities or other similar equity interests or obligations to consummate any material additional investment in any individual, partnership, limited liability company, corporation, joint stock company, trust, estate, joint venture, governmental entity, association or unincorporated organization, or any other form of business or professional entity, other than Chesapeake s subsidiaries (or, as applicable, WildHorse s subsidiaries) and disclosed joint ventures;

corporate authority and approval relating to the execution, delivery and performance of the merger agreement, including regarding the approval by the Chesapeake board and WildHorse board of the merger agreement and the transactions contemplated by the merger agreement;

the absence of a default or adverse change in the rights or obligations under any provision of any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, permit, franchise or license to which Chesapeake or any of its subsidiaries (or, as applicable, WildHorse or any of WildHorse s subsidiaries) are a party or violation of Chesapeake s (or, as applicable, WildHorse s) organizational documents as a result

of entering into, delivering and performing under the merger agreement and consummating the merger;

governmental filings, notices, reports, registrations, approvals, consents, ratifications, permits, permissions, waivers or expirations of waiting periods or authorizations required in connection with the execution, delivery and performance of the merger agreement and the completion of the merger;

filings with the SEC since January 1, 2017 and the financial statements included therein;

compliance with the applicable requirements under the Securities Act and the Exchange Act;

the conduct of business in the ordinary course of business since June 30, 2018;

the absence of certain undisclosed liabilities;

compliance with applicable laws, the absence of governmental investigations and the possession of and compliance with licenses, easements, rights-of-way, fee assets and permits necessary for the conduct of business;

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the accuracy of the information supplied by WildHorse and Chesapeake for inclusion in this joint proxy statement/prospectus.

employee benefit plan and labor matters;

tax matters;

the absence of certain legal proceedings, investigations and governmental orders against Chesapeake and its subsidiaries (or, as applicable, against WildHorse and its subsidiaries);

intellectual property matters;

real property;

certain consents and permissions of third parties required to conduct the business of Chesapeake and its subsidiaries (or, as applicable, WildHorse and its subsidiaries);

certain oil and gas matters;

environmental matters;

certain material contracts;

hedging arrangements and derivative transactions;

insurance;

certain regulatory matters relating to utilities;

opinions of financial advisors; and

the absence of any undisclosed broker s or finder s fees.

The merger agreement also contains additional representations and warranties by Chesapeake and Merger Sub relating to the following, among other things:

the recommendation and approval of the Chesapeake proposals;

ownership of shares of WildHorse common stock;

conduct of business of Merger Sub;

the capitalization of Merger Sub; and

the availability of funds required for the consummation of the merger.

Definition of Material Adverse Effect

A material adverse effect means, when used with respect to Chesapeake or WildHorse, as applicable, any fact, circumstance, effect, change, event or development that, individually or in the aggregate, materially adversely affects (i) the financial condition, business, or results of operations of such party and its subsidiaries, taken as a whole, or (ii) the ability of such party and its subsidiaries to consummate the merger and the other transaction contemplated by the merger agreement; however, no effect (by itself or when aggregated or taken together with any and all other effects) directly or indirectly resulting from, arising out of, attributable to, or related to any of the following will be deemed to be or constitute a material adverse effect has occurred or may, would or could occur:

general economic conditions (or changes in such conditions) or conditions in the global economy generally;

political conditions (or changes in such conditions) or acts of war, sabotage or terrorism (including any escalation or general worsening of any such acts of war, sabotage or terrorism);

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the announcement of the merger agreement or the pendency or consummation of the merger and the other transactions contemplated by the merger agreement;

any actions taken or failure to take action, in each case, to which Chesapeake or WildHorse, as applicable, has requested;

compliance with the terms of, or the taking of any action expressly permitted or required by, the merger agreement;

the failure to take any action prohibited by the merger agreement;

changes in law or other legal or regulatory conditions, or the interpretation thereof, or changes in GAAP or other accounting standards (or the interpretation thereof), or that result from any action taken for the purpose of complying with any of the foregoing;

any failure by such party to meet any analysts estimates or expectations of such party s revenue, earnings or other financial performance or results of operations for any period, or any failure by such party or any of its subsidiaries to meet any internal budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations (it being understood that the facts or occurrences giving rise to or contributing to such failures may constitute, or be taken into account in determining whether there has been or will be, a material adverse effect); or

any proceedings made or brought by any of the current of former stockholders of Chesapeake or WildHorse (on their own behalf or on behalf of such person) against Chesapeake, WildHorse, Merger Sub or any of their directors or officers, arising out of the merger or in connection with any other transactions contemplated by the merger agreement.

Notwithstanding the foregoing, if such effects directly or indirectly resulting from, arising out of, attributable to or related to the matters described in the first three bullets directly above disproportionately adversely affect such party and its subsidiaries, taken as a whole, as compared to the other party and its subsidiaries, taken as a whole, such effects will be taken into account.

A WildHorse material adverse effect means a material adverse effect with respect to WildHorse, and a Chesapeake material adverse effect means a material adverse effect with respect to Chesapeake.

Interim Operations of WildHorse and Chesapeake Pending the Merger

Interim Operations of WildHorse

WildHorse has agreed that, until the earlier of the effective time of the merger and the termination of the merger agreement, it will, and will cause each of its subsidiaries to, use reasonable best efforts to:

conduct its business in the ordinary course consistent with past practice, including by using reasonable best efforts to preserve intact its present business organization, goodwill and assets, to keep available the services of its current officers and employees and preserve its existing relationships with governmental entities and its significant customers, suppliers, creditors, licensors, licensees, distributors, lessors and others having significant business dealings with WildHorse; and

not voluntarily resign, transfer (except in connection with a sale of such oil and gas properties otherwise permitted under the merger agreement) or relinquish any right as operator of any of their material oil and gas properties.

In addition, WildHorse has further agreed that, subject to certain exceptions set forth in the merger agreement, the disclosure letter it delivered to Chesapeake in connection with the merger agreement, required by applicable law or otherwise consented to by Chesapeake in writing (which consent will not be unreasonably

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withheld, delayed or conditioned), until the earlier of the effective time of the merger and the termination of the merger agreement, WildHorse will not, and will not permit its subsidiaries to:

declare, set aside or pay any dividends on, or make any other distribution in respect of any outstanding capital stock of, or other equity interests in, WildHorse or its subsidiaries, except (1) for dividends and distributions by a direct or indirect wholly-owned subsidiary of WildHorse to WildHorse or another direct or indirect wholly-owned subsidiary of WildHorse or (2) cash dividends payable to holders of WildHorse preferred stock in accordance with the WildHorse certificate of designations, including any dividends that accrue that shall be paid by WildHorse prior to the effective time of the merger to holders of WildHorse preferred stock in cash in lieu of an equivalent increase in the accreted value of such WildHorse preferred stock that otherwise would have occurred pursuant to such section in the absence of such cash payment;

permit any increase in the accreted value of WildHorse preferred stock;

split, combine or reclassify any capital stock of, or other equity interests in, WildHorse or any of its subsidiaries (other than for transactions by a wholly owned subsidiary of WildHorse);

purchase, redeem or otherwise acquire, or offer to purchase, redeem or otherwise acquire, any capital stock of, or other equity interests in, WildHorse or any subsidiary of WildHorse, except (1) as required by the terms of any capital stock or equity interest of a subsidiary, (2) as required by the WildHorse stock plan or (3) as required by the WildHorse certificate of designations, in each case existing as of October 29, 2018;

offer, issue, deliver, grant or sell, or authorize or propose to offer, issue, deliver, grant or sell, any capital stock of, or other equity interests in, WildHorse or any of its subsidiaries or any securities convertible into, or any rights, warrants or options to acquire, any such capital stock or equity interests, other than (1) the delivery of WildHorse common stock upon the vesting or lapse of any restrictions on any shares of restricted WildHorse common stock granted under the WildHorse stock plan and outstanding on October 29, 2018, (2) issuances by a wholly owned subsidiary of WildHorse of such subsidiary s capital stock or other equity interests to WildHorse or any other wholly owned subsidiary of WildHorse and (3) shares of WildHorse common stock issued upon a conversion of the WildHorse preferred stock in accordance with the WildHorse certificate of designations;

amend or propose to amend WildHorse s certificate of incorporation or bylaws or amend or propose to amend the organizational documents of any of WildHorse s subsidiaries (other than ministerial changes);

merge, consolidate, combine or amalgamate with any person other than another wholly owned subsidiary of WildHorse or acquire or agree to acquire (including by merging or consolidating with, purchasing any equity interest in or a substantial portion of the assets of, licensing, or by any other manner), any business or any corporation, partnership, association or other business organization or division thereof, in each case other than acquisitions for which the consideration is less than $5,000,000 individually or $25,000,000 in the

aggregate;

sell, lease, transfer, farmout, license, encumber (other than encumbrances permitted by the merger agreement), discontinue or otherwise dispose of, or agree to sell, lease, transfer, farmout, license, encumber (other than encumbrances permitted by the merger agreement), discontinue or otherwise dispose of, any portion of its assets or properties, other than (1) sales, leases or dispositions for which the consideration is $2,500,000 or less individually or $15,000,000 or less in the aggregate or (2) the sale of hydrocarbons made in the ordinary course of business;

authorize, recommend, propose, enter into, adopt a plan or announce an intention to adopt a plan of complete or partial liquidation or dissolution, restructuring, recapitalization or other reorganization of WildHorse or any of its subsidiaries, other than such transactions solely among WildHorse and any wholly owned subsidiaries of WildHorse or solely among wholly owned subsidiaries of WildHorse;

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change in any material respect their accounting principles, practices or methods that would materially affect the consolidated assets, liabilities or results of operations of WildHorse and its subsidiaries, except as required by GAAP or applicable law;

except as a result of a change in or as otherwise required by law or in the ordinary course of business consistent with past practice, (1) make, change or rescind any material election relating to taxes (including any election for any joint venture, partnership, limited liability company or other investment where WildHorse has the authority to make such binding election in its discretion), (2) settle or compromise any material proceeding relating to taxes for an amount materially in excess of the amount accrued or reserved with respect thereto on the financial statements of WildHorse included in WildHorse s Exchange Act reports, (4) agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of a material amount of taxes of WildHorse or any of its subsidiaries, (4) enter into any closing agreement with respect to any material amount of tax, (5) amend any material tax return, or (6) change any material method of tax accounting from those employed in the preparation of its income tax returns that have been filed for prior taxable years, except where such change would not have a material and adverse effect on the tax position of WildHorse and its subsidiaries, taken as a whole;

take the following actions with respect to employee matters:

- grant any material increases in the compensation or benefit payable or to become payable to any current or former directors, officers or key employees except as required by applicable law or pursuant to an employee benefit plan sponsored, maintained or contributed to by WildHorse (which we refer to herein as an WildHorse plan) existing as of October 29, 2018;

- pay or agree to pay to any current or former directors, officers or key employees making an annualized salary of more than $175,000, any material pension, retirement allowance or other employee benefit not required by any WildHorse plan existing as of October 29, 2018;

- enter into any new, or materially amend any existing, material employment, retention, change in control or severance or termination agreement with any directors, officers or key employees making an annualized salary of more than $175,000;

- hire, promote or terminate the employment or service (other than for cause) of any director, officer or key employee;

- enter into, amend or terminate any collective bargaining agreement or similar agreement;

- establish any material WildHorse plan which was not in existence or approved by the WildHorse board prior to October 29, 2018, or amend any such plan or arrangement in existence on October 29, 2018 if such amendment would have the effect of materially enhancing any benefits thereunder;

however, no action is a violation of these restrictions if it is otherwise expressly permitted in the merger agreement, in the ordinary course of business, taken in order to comply with applicable law or in order to grant a cash-settled award to current independent directors for fiscal year 2019 that is substantially comparable in value to the annual equity awards granted to such directors in 2018;

incur, create or assume any indebtedness or guarantee any such indebtedness of another person or create any encumbrances on any property or assets of WildHorse or any of its subsidiaries in connection with any indebtedness thereof, other than encumbrances permitted by the merger agreement, except for: (1) the incurrence of indebtedness under existing credit facilities in an amount not to exceed $25,000,000 in the aggregate, except with respect to any such incurrence to fund certain previously approved drilling and completion activities and other items, (2) additional borrowings that are prepayable without premium or penalty at the closing in an amount not to exceed $15,000,000 in the aggregate, (3) the incurrence of indebtedness by WildHorse that is owed to any wholly owned

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subsidiary of WildHorse or by any subsidiary of WildHorse that is owed to WildHorse or a wholly owned subsidiary of WildHorse, (4) the creation of any encumbrances securing any indebtedness permitted by the foregoing exceptions;

enter into any contract that would be a Company Contract (as defined in the merger agreement), if it were in effect on October 29, 2018 or modify, amend, terminate or assign, or waive or assign any material rights under, any Company Contract (as defined in the merger agreement) in a manner which is materially adverse to WildHorse and its subsidiaries, taken as a whole, or which could prevent or materially delay the consummation of the merger and the transactions contemplated by the merger agreement;

cancel, modify or waive any debts or claims held by WildHorse or any of its subsidiaries or waive any rights held by WildHorse or any of its subsidiaries having in each case a value in excess of $5,000,000 in the aggregate;

waive, release, assign, settle or compromise or offer or propose to waive, release, assign, settle or compromise, any proceeding (excluding any audit, claim or other proceeding in respect of taxes) other than (1) the settlement of such proceedings involving only the payment of monetary damages by WildHorse or any of its subsidiaries of any amount exceeding $5,000,000 in the aggregate and (2) as would not result in any restriction on future activity or conduct or a finding or admission of a violation of law; except that WildHorse and its subsidiaries will not be permitted to settle or compromise any proceeding if such settlement or compromise (A) involves a material conduct remedy or material injunctive or similar relief, (B) involves an admission of criminal wrongdoing by WildHorse or any of its subsidiaries or (C) has a restrictive impact on the business of WildHorse or any of its subsidiaries in any material respect;

make or commit to make any capital expenditures that are, in the aggregate, greater than 115% of the aggregate amount of capital expenditures scheduled to be made in WildHorse s capital expenditure budget set forth in the disclosure letter WildHorse delivered to Chesapeake in connection with the merger agreement, except for capital expenditures to repair damage resulting from insured casualty events or capital expenditures required on an emergency basis or for the safety of individuals, assets or the environment;

enter into any new oil and gas leases, other than for which the consideration is less than $5,000,000 in the aggregate per fiscal quarter; provided, however, that WildHorse shall notify Chesapeake in advance of any individual leasing transaction for which the consideration exceeds $100,000;

take any action, cause any action to be taken, knowingly fail to take any action or knowingly fail to cause any action to be taken, which action or failure to act would prevent or impede, or would be reasonably likely to prevent or impede, the integrated mergers, taken together, from qualifying as a reorganization within the meaning of Section 368(a) of the Code;

take any action or omit to take any action that is reasonably likely to cause any of the conditions to the merger set forth in the merger agreement to not be satisfied, as further described in the section entitled *The*

Merger Agreement Conditions to the Completion of the Merger beginning on page 169; or

authorize or agree to take any action described above.

Interim Operations of Chesapeake

Chesapeake has agreed that, until the earlier of the effective time of the merger and the termination of the merger agreement pursuant to the merger agreement, it will, and will cause each of its subsidiaries to, use reasonable best efforts to:

conduct its business in the ordinary course consistent with past practice, including by using reasonable best efforts to preserve intact its present business organization, goodwill and assets, to keep available

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the services of its current officers and employees and preserve its existing relationships with governmental entities and its significant customers, suppliers, creditors, licensors, licensees, distributors, lessors and others having significant business dealings with Chesapeake; and

not voluntarily resign, transfer (except in connection with a sale of such oil and gas properties otherwise permitted under the merger agreement) or relinquish any right as operator of any of their material oil and gas properties.

In addition, Chesapeake has further agreed that, subject to certain exceptions set forth in the merger agreement, the disclosure letter Chesapeake delivered to WildHorse in connection with the merger agreement, required by applicable law or otherwise consented to by WildHorse in writing (which consent will not be unreasonably withheld, delayed or conditioned), until the earlier of the effective time of the merger and the termination of the merger agreement, Chesapeake will not, and will not permit its subsidiaries to:

declare, set aside or pay any dividends on, or make any other distribution in respect of any outstanding capital stock of, or other equity interests in, Chesapeake or its subsidiaries, except for dividends and distributions by a direct or indirect wholly owned subsidiary of Chesapeake to Chesapeake or another direct or indirect wholly owned subsidiary of Chesapeake or dividends payable to holders of Chesapeake preferred stock in accordance with the applicable Chesapeake certificate of designations;

split, combine or reclassify any capital stock of, or other equity interests in Chesapeake or any of its subsidiaries (other than for transactions by a wholly owned subsidiary of Chesapeake);

purchase, redeem or otherwise acquire, or offer to purchase, redeem or otherwise acquire, any capital stock of, or other equity interests in, Chesapeake, except as required by the terms of any capital stock or equity interest of a subsidiary or as contemplated by any Chesapeake plan, in each case existing as of October 29, 2018 or as required by the applicable Chesapeake certificate of designations or senior notes indenture, in each case existing as of October 29, 2018;

offer, issue, deliver, grant or sell, or authorize or propose to offer, issue, deliver, grant or sell, any capital stock of, or other equity interests in, Chesapeake or any of its subsidiaries or any securities convertible into, or any rights, warrants or options to acquire, any such capital stock or equity interests, other than (1) the delivery of Chesapeake common stock upon the vesting, settlement, exercise or lapse of any restrictions on any awards granted under any Chesapeake stock plan and outstanding on October 29, 2018 or issued in compliance with the merger agreement, (2) issuances by a wholly owned subsidiary of Chesapeake of such subsidiary s capital stock or other equity interests to Chesapeake or any other wholly owned subsidiary of Chesapeake, (3) issuances of awards granted under any Chesapeake stock plan in the ordinary course of business in amounts consistent with past practice, (4) shares of Chesapeake common stock issued upon conversion of any of Chesapeake s outstanding senior convertible notes in accordance with the applicable senior convertible notes indenture, (5) shares of Chesapeake common stock issued upon conversion of the Chesapeake preferred stock in accordance with the applicable Chesapeake certificate of designations and (6) issuances of Chesapeake common stock through any private or public registered offering or other transaction, including certain acquisitions permitted by the merger agreement, from time to time, of up to

12.5% of the shares of Chesapeake common stock issued and outstanding as of October 29, 2018, in the aggregate, and (7) shares of capital stock issued as a dividend as permitted by the merger agreement; however, in no event shall Chesapeake issue Chesapeake common stock or any securities convertible into or exchangeable for Chesapeake common stock if Chesapeake would not have sufficient authorized shares to consummate the merger and the transactions contemplated by the merger agreement assuming that the Chesapeake authorized shares amendment is not approved by Chesapeake s shareholders;

amend Chesapeake s certificate of incorporation or bylaws or amend the organizational documents of any of Chesapeake s subsidiaries in any material respect that would adversely affect the consummation of the transactions contemplated by the merger agreement;

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merge, consolidate, combine or amalgamate with any person other than another wholly owned subsidiary of Chesapeake or acquire or agree to acquire (including by merging or consolidating with, purchasing any equity interest in or a substantial portion of the assets of, licensing, or by any other manner), any business or any corporation, partnership, association or other business organization or division thereof, in each case, other than acquisitions for which the consideration is less than $40,000,000 individually or in the aggregate;

authorize, recommend, propose, enter into, adopt a plan or announce an intention to adopt a plan of complete or partial liquidation or dissolution, restructuring, recapitalization or other reorganization of Chesapeake or any of its subsidiaries, other than such transactions among Chesapeake and any wholly owned subsidiaries of Chesapeake or among wholly owned subsidiaries of Chesapeake;

change in any material respect their accounting principles, practices or methods that would materially affect the consolidated assets, liabilities or results of operations of Chesapeake and its subsidiaries, except as required by GAAP or applicable law;

except as a result of a change in or as otherwise required by law or in the ordinary course of business consistent with past practice, (1) make, change or rescind any material election relating to taxes (including any election for any joint venture, partnership, limited liability company or other investment where Chesapeake has the authority to make such binding election in its discretion), (2) settle or compromise any material proceeding relating to taxes for an amount materially in excess of the amount accrued or reserved with respect thereto on the financial statements of Chesapeake included in Chesapeake s Exchange Act reports, (3) agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of a material amount of taxes of Chesapeake or any of its subsidiaries, (4) enter into any closing agreement with respect to any material amount of tax, (5) amend any material tax return, or (6) change any material method of tax accounting from those employed in the preparation of its income tax returns that have been filed for prior taxable years, except where such change would not have a material and adverse effect on the tax position of Chesapeake and its subsidiaries, taken as a whole;

incur, create or assume any indebtedness, or guarantee any such indebtedness of another person or create any material encumbrances on any property or assets of Chesapeake or any of its subsidiaries in connection with any indebtedness thereof, other than encumbrances permitted by the merger agreement, except for (1)(A) the incurrence of indebtedness under existing credit facilities as of the end of any calendar month in a net amount not to exceed $600,000,000 in the aggregate greater than the amount outstanding under existing credit facilities as of October 29, 2018, (B) other than under existing credit facilities in an amount not to exceed $500,000,000 in the aggregate, (C) the incurrence of indebtedness by Chesapeake that is owed to any wholly owned subsidiary of Chesapeake or by any subsidiary of Chesapeake that is owed to Chesapeake or a wholly owned subsidiary of Chesapeake, or (D) the incurrence of indebtedness in order to refinance existing indebtedness of Chesapeake, WildHorse or any of their subsidiaries (including any premium thereon), or (2) the creation of any encumbrances securing any indebtedness permitted by the foregoing exceptions or indebtedness under Chesapeake s existing credit facilities and second lien indenture;

take any action, cause any action to be taken, knowingly fail to take any action or knowingly fail to cause any action to be taken, which action or failure to act would prevent or impede, or would be reasonably likely

to prevent or impede, the integrated mergers, taken together, from qualifying as a reorganization within the meaning of Section 368(a) of the Code;

take any action or omit to take any action that is reasonably likely to cause any of the conditions to the merger set forth in the merger agreement to not be satisfied, further described in the section entitled *The Merger Agreement Conditions to the Completion of the Merger* beginning on page 169;

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increase or decrease the size of the Chesapeake board or enter into any agreement obligating Chesapeake or the Chesapeake board to nominate any individual for election to the Chesapeake board or appoint any individual to fill any vacancy on the Chesapeake board; or

authorize or agree to take any action described above.

No Solicitation; Changes of Recommendation

No Solicitation by Chesapeake

Chesapeake has agreed that, from and after October 29, 2018, Chesapeake will, and will cause Chesapeake s subsidiaries and their respective officers and directors, and will instruct and use reasonable best efforts to cause its representatives to, immediately cease, and cause to be terminated, any discussion or negotiations ongoing with any third party with respect to a Chesapeake competing proposal (as defined below).

Chesapeake has also agreed that, from and after October 29, 2018, Chesapeake will not, and will cause Chesapeake s subsidiaries and their respective officers and directors, and will instruct and use reasonable best efforts to cause its representatives not to, directly or indirectly:

initiate, solicit or knowingly encourage or knowingly facilitate any inquiries, proposals or offers regarding, or the making of a Chesapeake competing proposal;

engage in any discussions or negotiations with any person with respect to a Chesapeake competing proposal or any indication of interest that would reasonably be expected to lead to a Chesapeake competing proposal;

furnish any non-public information regarding Chesapeake or its subsidiaries, or access to the properties, assets or employees of Chesapeake or its subsidiaries, to any person in connection with or in response to a Chesapeake competing proposal;

enter into any letter of intent or agreement in principle, or other agreement providing for a Chesapeake competing proposal; or

resolve, agree or publicly propose to, or permit Chesapeake or any of its subsidiaries or any of its or their representatives to agree or publicly propose to take any of the foregoing actions.

From and after October 29, 2018, Chesapeake shall promptly advise WildHorse of the receipt by Chesapeake of any Chesapeake competing proposal made on or after October 29, 2018 or any request for non-public information or data relating to Chesapeake or any of its subsidiaries made by any person in connection with a Chesapeake competing proposal or any request for discussions or negotiations with Chesapeake or a representative of Chesapeake relating to a Chesapeake competing proposal (in each case within one business day thereof), and Chesapeake shall provide to WildHorse (within such one business day time frame) either (i) a copy of any such Chesapeake competing proposal made in writing provided to Chesapeake or any of its subsidiaries or (ii) a written summary of the material terms of such Chesapeake competing proposal (including the identity of the person making such Chesapeake competing

proposal). Chesapeake shall keep WildHorse reasonably informed with respect to the status and material terms of any such Chesapeake competing proposal and any material changes to the status of any such discussions or negotiations, and shall promptly provide WildHorse with copies of any substantive correspondence and, with respect to substantive oral communications, a summary of such correspondence or communications, between: (x) on the one hand, Chesapeake or any of their representatives; and (y) on the other hand, the person that made or submitted such Chesapeake competing proposal or any representative of such person.

No Solicitation by WildHorse

WildHorse has agreed that, from and after October 29, 2018, WildHorse will, and will cause WildHorse s subsidiaries and their respective officers and directors, and will instruct and use reasonable best efforts to cause

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its representatives to, immediately cease, and cause to be terminated, any discussion or negotiations ongoing with any third party with respect to a WildHorse competing proposal (as defined below). WildHorse has agreed that by October 30, 2018, WildHorse will have delivered written notice to each third party that has received non-public information regarding WildHorse for purposes of evaluating any transaction that could be a WildHorse competing proposal within the six months prior to October 29, 2018 requesting the return or destruction of all confidential information concerning WildHorse, and must terminate any data access related to any potential WildHorse competing proposal previously granted to such third parties.

WildHorse has also agreed that, from and after October 29, 2018, WildHorse will not, and will cause WildHorse s subsidiaries and their respective officers and directors, and will instruct and use reasonable best efforts to cause its representatives not to, directly or indirectly:

- initiate, solicit or knowingly encourage or knowingly facilitate any inquiries, proposals or offers regarding, or the making of a WildHorse competing proposal;
- engage in any discussions or negotiations with any person with respect to a WildHorse competing proposal or any indication of interest that would reasonably be expected to lead to a WildHorse competing proposal;
- furnish any non-public information regarding WildHorse or its subsidiaries, or access to the properties, assets or employees of WildHorse or its subsidiaries, to any person in connection with or in response to a WildHorse competing proposal;
- enter into any letter of intent or agreement in principle, or other agreement providing for a WildHorse competing proposal (other than certain confidentiality agreements entered into as permitted by the merger agreement); or
- resolve, agree or publicly propose to, or permit WildHorse or any of its subsidiaries or any of its or their representatives to agree or publicly propose to take any of the foregoing actions.

From and after October 29, 2018, WildHorse shall promptly advise Chesapeake of the receipt by WildHorse of any WildHorse competing proposal made on or after October 29, 2018 or any request for non-public information or data relating to WildHorse or any of its subsidiaries made by any person in connection with a WildHorse competing proposal or any request for discussions or negotiations with WildHorse or a representative of WildHorse relating to a WildHorse competing proposal (in each case within one business day thereof), and WildHorse shall provide to Chesapeake (within such one business day time frame) either (i) a copy of any such WildHorse competing proposal made in writing provided to WildHorse or any of its subsidiaries or (ii) a written summary of the material terms of such WildHorse competing proposal (including the identity of the person making such WildHorse competing proposal). WildHorse shall keep Chesapeake reasonably informed with respect to the status and material terms of any such WildHorse competing proposal and any material changes to the status of any such discussions or negotiations, and shall promptly provide Chesapeake with copies of any substantive correspondence and, with respect to substantive oral communications, a summary of such correspondence or communications, between: (x) on the one hand, WildHorse or any of their representatives; and (y) on the other hand, the person that made or submitted such WildHorse competing proposal or any representative of such person.

WildHorse: No Solicitation Exceptions

Prior to the time the merger proposal has been approved by WildHorse stockholders, WildHorse and its representatives may engage in the first, second and third bullets in the second paragraph of the section directly above with any person who has made a written *bona fide* WildHorse competing proposal that did not result from a breach of the obligations described in *The Merger Agreement No Solicitation; Changes of Recommendation No Solicitation by WildHorse* ; provided, however, that:

- no non-public information that is prohibited from being furnished pursuant to the no solicitation obligations described in the section entitled *The Merger Agreement No Solicitation; Changes of*

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Recommendation No Solicitation by WildHorse may be furnished until WildHorse receives an executed confidentiality agreement, subject to certain conditions, including that the terms of such confidentiality agreement are no less favorable to WildHorse and no less restrictive to such person making the WildHorse competing proposal in the aggregate than the terms of the Confidentiality Agreement dated August 8, 2018 between Chesapeake and WildHorse;

prior to taking any such actions, the WildHorse board determines in good faith, after consultation with its financial advisors and outside legal counsel, that such WildHorse competing proposal is, or would reasonably be expected to lead to, a WildHorse superior proposal; and

after consultation with its outside legal counsel that the failure to engage in such activities would be inconsistent with the WildHorse board s duties under applicable law.

Prior to the time the merger proposal has been approved by WildHorse stockholders, WildHorse and its representatives may seek clarification from (but not engage in any negotiations with or provide any non-public information to) any person that has made a WildHorse competing proposal solely to clarify and understand the terms and conditions of such proposal to provide adequate information for the WildHorse board to make an informed determination under the paragraph above.

Chesapeake: Restrictions on Changes of Recommendation

Subject to certain exceptions described below, Chesapeake shall not:

fail to include the Chesapeake board recommendation in this joint proxy statement/prospectus;

withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in a manner adverse to WildHorse, the Chesapeake board recommendation;

recommend, adopt or approve, or propose publicly to recommend, adopt or approve, any Chesapeake competing proposal;

in the event that any Chesapeake competing proposal (other than a Chesapeake competing proposal subject to the bullet below) has been publicly announced or been delivered to the Chesapeake board and become publicly known (including through media reports and/or market rumors), fail to publicly reaffirm the Chesapeake board recommendation within ten business days of WildHorse s request to do so; or

fail to announce publicly within ten business days after a tender or exchange offer relating to any Chesapeake common stock shall have been commenced that the Chesapeake board recommends rejection of such tender or exchange offer and reaffirms the Chesapeake board recommendation.

We refer to the taking of any of the actions described in the bullets above as a Chesapeake recommendation change.

WildHorse: Restrictions on Changes of Recommendation

Subject to certain exceptions described below, WildHorse shall not:

- fail to include the WildHorse board recommendation in this joint proxy statement/prospectus;
- withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in a manner adverse to Chesapeake, the WildHorse board recommendation;
- recommend, adopt or approve, or propose publicly to recommend, adopt or approve, any WildHorse competing proposal;
- in the event that any WildHorse competing proposal (other than a WildHorse competing proposal subject to the bullet below) has been publicly announced or been delivered to the WildHorse board and

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become publicly known (including through media reports and/or market rumors), fail to publicly reaffirm the WildHorse board recommendation within ten business days of Chesapeake s request to do so; or

fail to announce publicly within ten business days after a tender or exchange offer relating to any WildHorse common stock shall have been commenced that the WildHorse board recommends rejection of such tender or exchange offer and reaffirms the WildHorse board recommendation.

We refer to the taking of any of the actions described in the bullets directly above as a WildHorse recommendation change.

Chesapeake: Permitted Changes of Recommendation in Connection with Intervening Events

Prior to the time the Chesapeake issuance proposal has been approved by Chesapeake shareholders, in response to a Chesapeake intervening event (as defined below) that occurs or arises after October 29, 2018, Chesapeake may, if the Chesapeake board so chooses, effect a Chesapeake recommendation change if prior to taking such action:

the Chesapeake board (or a committee thereof) determines in good faith after consultation with its outside legal counsel that the failure to take such action would be inconsistent with the Chesapeake board s duties under applicable law;

Chesapeake shall have given notice to WildHorse that Chesapeake has determined that a Chesapeake intervening event has occurred or arisen (which notice will reasonably describe such Chesapeake intervening event) and that Chesapeake intends to effect a Chesapeake recommendation change; and

either (1) WildHorse shall not have proposed revisions to the terms and conditions of the merger agreement prior to the earlier to occur of the scheduled time for the Chesapeake special meeting and the third business day after the date on which such notice is given to WildHorse, or (2) if WildHorse within the period described the preceding clause shall have proposed revisions to the terms and conditions of the merger agreement in a manner that would form a binding contract if accepted by Chesapeake, the Chesapeake board, after consultation with its outside legal counsel, shall have determined in good faith that such proposed changes do not obviate the need for the Chesapeake board to effect a Chesapeake recommendation change and that the failure to make a Chesapeake recommendation change would be inconsistent with the Chesapeake board s duties under applicable law.

A Chesapeake intervening event means a development, event, effect, state of facts, condition, occurrence or change in circumstance that is material to Chesapeake that occurs or arises after October 29, 2018 that was not known to or reasonably foreseeable by the Chesapeake board as of October 29, 2018.

WildHorse: Permitted Changes of Recommendation and Permitted Termination to Enter into a Superior Proposal

Prior to the time the merger proposal has been approved by WildHorse stockholders, in response to a WildHorse competing proposal that did not result from a breach of the obligations described above and in the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation No Solicitation by WildHorse,* if the WildHorse board so chooses, cause WildHorse to effect a WildHorse recommendation change or terminate the merger agreement if:

the WildHorse board (or a committee thereof) determines in good faith after consultation with its financial advisors and outside legal counsel that such WildHorse competing proposal is a WildHorse superior proposal (taking into account any adjustment to the terms and conditions of the merger proposed by Chesapeake in response to such WildHorse competing proposal);

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the WildHorse board has determined in good faith (after consultation with its outside legal counsel) that failure to do so would be inconsistent with the WildHorse board s duties under applicable law; and

WildHorse shall have given notice to Chesapeake that WildHorse has received such proposal, specifying the material terms and conditions of such proposal, and, that WildHorse intends to take such action, and either:

Chesapeake shall not have proposed revisions to the terms and conditions of the merger agreement prior to the earlier to occur of the scheduled time for the WildHorse special meeting and the third business day after the date on which such notice is given to Chesapeake; or

if Chesapeake within the period described above shall have proposed revisions to the terms and conditions of the merger agreement in a manner that would form a binding contract if accepted by WildHorse, the WildHorse board, after consultation with its financial advisors and outside legal counsel, shall have determined in good faith that the WildHorse competing proposal remains a WildHorse superior proposal with respect to Chesapeake s revised proposal; provided, however, that each time material modifications to the financial terms of a WildHorse competing proposal determined to be a WildHorse superior proposal are made the applicable time period prior to which WildHorse may effect a WildHorse recommendation change or terminate the merger agreement shall be extended for twenty-four hours after notification of such change to Chesapeake.

WildHorse: Permitted Changes of Recommendation in Connection with Intervening Events

Prior to the time the merger proposal has been approved by WildHorse stockholders, in response to a WildHorse intervening event that occurs or arises after October 29, 2018, WildHorse may, if the WildHorse board so chooses, effect a WildHorse recommendation change if prior to taking such action:

the WildHorse board (or a committee thereof) determines in good faith after consultation with its outside legal counsel that the failure to take such action would be inconsistent with the WildHorse board s duties under applicable law;

WildHorse shall have given notice to Chesapeake that WildHorse has determined that a WildHorse intervening event has occurred or arisen (which notice will reasonably describe such WildHorse intervening event) and that WildHorse intends to effect a WildHorse recommendation change; and

either (1) Chesapeake shall not have proposed revisions to the terms and conditions of the merger agreement prior to the earlier to occur of the scheduled time for the WildHorse special meeting and the third business day after the date on which such notice is given to Chesapeake, or (2) if Chesapeake within the period described the preceding clause shall have proposed revisions to the terms and conditions of the merger agreement in a manner that would form a binding contract if accepted by WildHorse, the WildHorse board, after consultation with its outside legal counsel, shall have determined in good faith that such proposed changes do not obviate the need for the WildHorse board to effect a WildHorse recommendation change and that the failure to make a WildHorse recommendation change would be inconsistent with the WildHorse

board s duties under applicable law.

A WildHorse intervening event means a development, event, effect, state of facts, condition, occurrence or change in circumstance that is material to WildHorse that occurs or arises after October 29, 2018 that was not known to or reasonably foreseeable by the WildHorse board as of October 29, 2018.

WildHorse: Confidentiality and Standstill Arrangements

From October 29, 2018 and continuing until the earlier of the effective time of the merger and the termination of the merger agreement, WildHorse has agreed not to (and it will cause its subsidiaries not to)

terminate, amend, modify or waive any provision of any confidentiality, standstill or similar agreement to which it or any of its subsidiaries is a party. However, prior to, but not after, the time the merger proposal has been approved by WildHorse stockholders, if, in response to an unsolicited request from a third party to waive any standstill or similar provision, the WildHorse board determines in good faith, after consultation with its outside legal counsel that the failure to take such action would be inconsistent with the WildHorse board s duties under applicable law, WildHorse may waive any such standstill or similar provision solely to the extent necessary to permit a third party to make a WildHorse competing proposal, on a confidential basis, to the WildHorse board and communicate such waiver to the applicable third party. WildHorse must advise Chesapeake at least two business days prior to taking such action. WildHorse has represented and warranted to Chesapeake that it has not taken any action that (i) would be prohibited by this paragraph or (ii) but for the ability to avoid actions in breach of the fiduciary duties owed by the WildHorse board to the stockholders of WildHorse under applicable law, would have been prohibited by this paragraph during the 30 days prior to October 29, 2018.

Certain Permitted Disclosure

Chesapeake or WildHorse and their respective representatives may, to the extent applicable, comply with Rule 14e-2(a), Item 1012(a) of Regulation M-A and Rule 14d-9 promulgated under the Exchange Act or make such other disclosure required to be made in this joint proxy statement/prospectus by applicable federal securities laws, however, none of Chesapeake, the Chesapeake board, WildHorse or the WildHorse board shall, except as expressly permitted by the merger agreement, effect a Chesapeake recommendation change or WildHorse recommendation change, as applicable, including in any disclosure document or communication filed or publicly issued or made in conjunction with the compliance with such requirements.

Definitions of Competing Proposals

A Chesapeake competing proposal means any contract, proposal, inquiry, offer or indication of interest relating to any transaction or series of related transactions involving:

- any direct or indirect acquisition (by asset purchase, stock purchase, merger, or otherwise) by any third party or group of any business or assets of Chesapeake or any of its subsidiaries (including capital stock of or ownership interests in any subsidiary) that generated 20% or more of the value of Chesapeake s and its subsidiaries net revenue or earnings before interest, taxes, depreciation and amortization (which we refer to as EBITDA) for the preceding 12 months, or any license, lease or long-term supply agreement having a similar economic effect;

- any direct or indirect acquisition of beneficial ownership by any third party or group of 20% or more of the outstanding shares of Chesapeake common stock or any tender or exchange offer that would result in that person or group beneficially owning 20% or more of the outstanding shares of Chesapeake common stock; or

- any merger, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution or similar transaction involving Chesapeake which is structured to permit any person or group to, directly or indirectly, acquire beneficial ownership of at least 20% of Chesapeake s and its subsidiaries assets or equity interests.

A WildHorse competing proposal means any unsolicited, bona fide contract, proposal, inquiry, offer or indication of interest relating to any transaction or series of related transactions (other than transactions with Chesapeake or any of its subsidiaries) involving:

any direct or indirect acquisition (by asset purchase, stock purchase, merger, or otherwise) by any third party or group of any business or assets of WildHorse or any of its subsidiaries (including capital stock of or ownership interest in any subsidiary) that generated 20% or more of the value of WildHorse s and its subsidiaries net revenue or EBITDA for the preceding 12 months, or any license, lease or long-term supply agreement having a similar economic effect;

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any direct or indirect acquisition of beneficial ownership by any third party or group of 20% or more of the outstanding shares of WildHorse common stock (calculated after giving effect to the conversion of the WildHorse preferred stock into shares of WildHorse common stock) or any tender or exchange offer that would result in that person or group beneficially owning 20% or more of the outstanding shares of WildHorse common stock (calculated after giving effect to the conversion of the WildHorse preferred stock into shares of WildHorse common stock); or

any merger, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution or similar transaction involving WildHorse (which is structured to permit any person or group to acquire beneficial ownership of at least 20% of WildHorse s and its subsidiaries assets or equity interests).

Definition of WildHorse Superior Proposal

A WildHorse superior proposal means any written proposal by any person or group (other than Chesapeake or any of its affiliates) to acquire, directly or indirectly, (i) businesses or assets of WildHorse or any of its subsidiaries (including capital stock of or ownership interest in any subsidiary) that generated 50% or more of WildHorse s and its subsidiaries net revenue or EBITDA for the preceding 12 months, respectively, or (ii) more than 50% of the outstanding shares of WildHorse common stock (calculated after giving effect to the conversion of the WildHorse preferred stock into shares of WildHorse common stock), in each case whether by way of merger, amalgamation, share exchange, tender offer, exchange offer, recapitalization, consolidation, sale of assets or otherwise, that, in the good faith determination of the WildHorse board, after consultation with its financial advisors:

if consummated, would result in a transaction more favorable to WildHorse s stockholders from a financial point of view than the merger (after taking into account the time likely to be required to consummate such proposal and any adjustments or revisions to the terms of the merger agreement offered by Chesapeake in response to such proposal or otherwise);

is reasonably likely to be consummated on the terms proposed, taking into account any legal, financial, regulatory and stockholder approval requirements, the sources, availability and terms of any financing, financing market conditions and the existence of a financing contingency, the likelihood of termination, the timing of closing, the identity of the person or persons making the proposal and any other aspects considered relevant by the WildHorse board; and

if applicable, financing is fully committed or determined in good faith to be available to the WildHorse board.

Preparation of Joint Proxy Statement/Prospectus and Registration Statement

Chesapeake has agreed to promptly furnish to WildHorse such data and information relating to it, its subsidiaries (including Merger Sub) and the holders of its capital stock, as WildHorse may reasonably request for the purpose of including such data and information in this joint proxy statement/prospectus and any amendments or supplements hereto used by WildHorse to obtain the adoption by the WildHorse stockholders of the merger agreement. WildHorse has agreed to promptly furnish to Chesapeake such data and information relating to it, its subsidiaries and the holders of its capital stock, as Chesapeake may reasonably request for the purpose of including such data and information in this joint proxy statement/prospectus and any amendments or supplements hereto and the registration statement, of

which this joint proxy statement/prospectus forms a part, and any amendments or supplements thereto.

WildHorse and Chesapeake have agreed to each use reasonable best efforts to cause this joint proxy statement/prospectus and the registration statement, of which this joint proxy statement/prospectus forms a part, to comply with the rules and regulations promulgated by the SEC and to respond promptly to any comments of the SEC or its staff. Chesapeake and WildHorse will each use its reasonable best efforts to cause the registration

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statement, of which this joint proxy statement/prospectus forms a part, to become effective under the Securities Act as soon after such filing as practicable and Chesapeake will use reasonable best efforts to keep the registration statement, of which this joint proxy statement/prospectus forms a part, effective as long as is necessary to consummate the merger. Each of WildHorse and Chesapeake will advise the other promptly after it receives any request by the SEC for amendment of this joint proxy statement/prospectus or the registration statement, of which this joint proxy statement/prospectus forms a part, or comments thereon and responses thereto or any request by the SEC for additional information. Each of WildHorse and Chesapeake have agreed to use reasonable best efforts to cause all documents that it is responsible for filing with the SEC in connection with the transactions contemplated by the merger agreement to comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the Exchange Act.

Prior to filing the registration statement, of which this joint proxy statement/prospectus forms a part (or any amendment or supplement thereto), or mailing this joint proxy statement/prospectus (or any amendment or supplement thereto) or responding to any comments of the SEC with respect thereto, each of WildHorse and Chesapeake has agreed to (i) provide the other with a reasonable opportunity to review and comment on such document or response (including the proposed final version of such document or response), (ii) include in such document or response all comments reasonably proposed by the other and (iii) not file or mail such document or respond to the SEC prior to receiving the approval of the other, which approval will not be unreasonably withheld, conditioned or delayed.

Chesapeake and WildHorse have agreed to make all necessary filings with respect to the merger and the transactions contemplated by the merger agreement under the Securities Act, the Exchange Act and applicable blue sky laws and the rules and regulations thereunder. Each party will advise the other, promptly after it receives notice thereof, of the time when the registration statement, of which this joint proxy statement/prospectus forms a part, has become effective or any supplement or amendment has been filed, the issuance of any stop order, or the suspension of the qualification of the Chesapeake common stock issuable in connection with the merger for offering or sale in any jurisdiction. Each of WildHorse and Chesapeake will use reasonable best efforts to have any such stop order or suspension lifted, reversed or otherwise terminated.

If at any time prior to the effective time of the merger, any information relating to Chesapeake or WildHorse, or any of their respective affiliates, officers or directors, should be discovered by Chesapeake or WildHorse that should be set forth in an amendment or supplement to the registration statement, of which this joint proxy statement/prospectus forms a part, or this joint proxy statement/prospectus, so that such documents would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the party which discovers such information will promptly notify the other party and an appropriate amendment or supplement describing such information will be promptly filed with the SEC and, to the extent required by applicable law, disseminated to the WildHorse and Chesapeake shareholders.

Special Meetings

Chesapeake Special Meeting

Chesapeake has agreed to take all action necessary in accordance with applicable laws and the organizational documents of Chesapeake to duly give notice of, convene and hold a meeting of its shareholders for the purpose of obtaining the approval of the Chesapeake issuance proposal by Chesapeake shareholders, to be held as promptly as reasonably practicable following the clearance of this joint proxy statement/prospectus by the SEC. Except as permitted in the merger agreement, the Chesapeake board must recommend that the shareholders of Chesapeake vote

in favor of the Chesapeake issuance proposal at the Chesapeake special meeting and the Chesapeake board must solicit from Chesapeake shareholders proxies in favor of the Chesapeake issuance proposal, and this joint proxy statement/prospectus is required to include a statement to the effect that the Chesapeake board has made such recommendation. The Chesapeake board shall recommend that the

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shareholders of Chesapeake vote in favor of the Chesapeake charter amendments and the Chesapeake board shall solicit from shareholders of Chesapeake proxies in favor of the Chesapeake charter amendments, and this joint proxy statement/prospectus shall include a statement to the effect that the Chesapeake board has made such recommendation. Chesapeake s obligations to call, give notice of, convene and hold the Chesapeake special meeting in accordance with the merger agreement shall not be limited or otherwise affected by the making, commencement, disclosure, announcement or submission of any Chesapeake competing proposal or by any Chesapeake recommendation change.

Chesapeake (i) will be required to adjourn or postpone the Chesapeake special meeting to the extent necessary to ensure that any required supplement or amendment to this joint proxy statement/prospectus is provided to the Chesapeake shareholders or if, as of the time the Chesapeake special meeting is scheduled, there are insufficient shares of Chesapeake common stock represented to constitute a quorum necessary to conduct business at the Chesapeake special meeting, or (ii) may, and at WildHorse s request shall, adjourn or postpone the Chesapeake special meeting if, as of the time for which the Chesapeake special meeting is scheduled, there are insufficient shares of Chesapeake common stock represented to obtain the approval of the Chesapeake issuance proposal. However, the Chesapeake special meeting will not be adjourned or postponed to a date that is more than 20 business days after the date for which the Chesapeake special meeting was previously scheduled (though the Chesapeake special meeting may be adjourned or postponed every time the circumstances described in (i) exist and every time the circumstances described in (ii) exist) or to a date on or after two business days prior to May 31, 2019.

If requested by WildHorse, Chesapeake will promptly provide all voting tabulation reports relating to the Chesapeake special meeting and will otherwise keep WildHorse reasonably informed regarding the status of the solicitation and any material oral or written communications from or to Chesapeake s shareholders with respect thereto. Unless there has been a Chesapeake recommendation change, the parties will cooperate and use their reasonable best efforts to defend against any efforts by any of Chesapeake s shareholders or any other person to prevent the approval of the Chesapeake issuance proposal by Chesapeake shareholders.

Once Chesapeake has established a record date for the Chesapeake special meeting, Chesapeake may not change such record date or establish a different record date for the Chesapeake special meeting without the prior written consent of WildHorse (which consent will not be unreasonably withheld, conditioned or delayed), unless required to do so by applicable law or its organizational documents or in connection with a postponement or adjournment permitted under the merger agreement. Chesapeake has agreed that its obligations to hold the Chesapeake special meeting will not be affected by the making of a Chesapeake recommendation change and such obligations will not be affected by the commencement, announcement, disclosure, or communication to Chesapeake of any Chesapeake competing proposal or other proposal or the occurrence or disclosure of any Chesapeake intervening event.

WildHorse Special Meeting

WildHorse has agreed to take all action necessary in accordance with applicable laws and the organizational documents of WildHorse to duly give notice of, convene and hold a meeting of its stockholders for the purpose of obtaining the approval of the merger proposal by WildHorse stockholders, to be held as promptly as reasonably practicable following the declaration of effectiveness of the registration statement, of which this joint proxy statement/prospectus forms a part, and the clearance of this joint proxy statement/prospectus by the SEC. Except as permitted in the merger agreement, the WildHorse board must recommend that the stockholders of WildHorse vote in favor of the merger proposal and the WildHorse board must solicit from WildHorse stockholders proxies in favor of the merger proposal, and this joint proxy statement/prospectus is required to include a statement to the effect that the WildHorse board has made such recommendation. WildHorse s obligation to call, give notice of, convene and hold the WildHorse Special Meeting in accordance with the merger agreement shall not be limited or otherwise affected by the

making, commencement, disclosure, announcement or submission of any WildHorse superior proposal or WildHorse competing proposal, or by any WildHorse recommendation change.

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WildHorse (i) will be required to adjourn or postpone the WildHorse Special Meeting to the extent necessary to ensure that any required supplement or amendment to this joint proxy statement/prospectus is provided to the WildHorse stockholders or if, as of the time the WildHorse Special Meeting is scheduled, there are insufficient shares of WildHorse capital stock represented to constitute a quorum necessary to conduct business at the WildHorse Special Meeting, and (ii) may, and at Chesapeake s request shall, adjourn or postpone the WildHorse Special Meeting if, as of the time for which the WildHorse Special Meeting is scheduled, there are insufficient shares of WildHorse capital stock represented to obtain the approval of the merger proposal. Notwithstanding the foregoing, the WildHorse Special Meeting will not be adjourned or postponed to a date that is more than 20 business days after the date for which the WildHorse Special Meeting was previously scheduled (though the WildHorse Special Meeting may be adjourned or postponed every time the circumstances described in (i) exist, and, every time the circumstances described in (ii) exist) or to a date on or after two business days prior to May 31, 2019, however, WildHorse may adjourn or postpone the WildHorse Special Meeting to a date no later than the second business day after the expiration of any of the periods contemplated by a WildHorse superior proposal.

If requested by Chesapeake, WildHorse will promptly provide all voting tabulation reports relating to the WildHorse Special Meeting and will otherwise keep Chesapeake reasonably informed regarding the status of the solicitation and any material oral or written communications from or to WildHorse s stockholders with respect thereto. Unless there has been a WildHorse recommendation change, the parties will cooperate and use their reasonable best efforts to defend against any efforts by any of WildHorse s stockholders or any other person to prevent the approval of the merger proposal by WildHorse stockholders.

Once WildHorse has established a record date for the WildHorse Special Meeting, WildHorse may not change such record date or establish a different record date for the WildHorse Special Meeting without the prior written consent of Chesapeake (which consent will not be unreasonably withheld, conditioned or delayed), unless required to do so by applicable law or its organizational documents or in connection with a postponement or adjournment permitted under the merger agreement.

Timing of Special Meetings

Chesapeake and WildHorse are required to use their reasonable best efforts to hold the Chesapeake special meeting and the WildHorse special meeting on the same day.

Access to Information

Each party has agreed to, and to cause each of its subsidiaries to, afford to the other party and its representatives, during the period prior to the earlier of the effective time of the merger and the termination of the merger agreement, reasonable access, at reasonable times upon reasonable prior notice, to the officers, key employees, agents, properties, offices and other facilities of such party and its subsidiaries and to their books, records, contracts and documents and to, and to cause each of its subsidiaries to, furnish reasonably promptly to the other party and its representatives such information concerning its and its subsidiaries business, properties, contracts, records and personnel as may be reasonably requested, from time to time, by or on behalf of the other party. Each party and its representatives are required to conduct any such activities in such a manner as not to interfere unreasonably with the business or operations of the other party or its subsidiaries or otherwise cause any unreasonable interference with the prompt and timely discharge by the employees of the other party or its subsidiaries of their normal duties.

HSR and Other Regulatory Approvals

Except for the filings and notifications made pursuant to antitrust laws (as defined below), promptly after October 29, 2018, the parties have agreed to prepare and file with the appropriate governmental entities all authorizations, consents, notifications, certifications, registrations, declarations and filings that are necessary in

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order to consummate the transactions contemplated by the merger agreement and to diligently and expeditiously prosecute, and cooperate fully with each other in the prosecution of, such matters.

As promptly as reasonably practicable after October 29, 2018, but in no event later than 15 business days after October 29, 2018, each of the parties will make any filings required under the HSR Act. As promptly as reasonably practicable, the parties have agreed to make the filings and notifications as may be required by foreign competition laws and merger regulations (which we refer to as competition law notifications). Each of Chesapeake and WildHorse will cooperate fully with each other and will furnish to the other such necessary information and reasonable assistance as the other may reasonably request in connection with its preparation of any filings under any applicable antitrust laws. Chesapeake and WildHorse will each use its reasonable best efforts to respond to and comply with any request for information from any governmental entity charged with enforcing, applying, administering or investigating the HSR Act, any competition law notifications or any other law designed to prohibit, restrict or regulate actions for the purpose or effect of mergers, monopolization, restraining trade or abusing a dominant position (which we refer to collectively as antitrust laws). Chesapeake and WildHorse have agreed to keep each other apprised of the status of any communications with, and any inquiries or requests for additional information from, any governmental antitrust authority.

In the event that any action is threatened or instituted challenging the merger as violative of any antitrust law, Chesapeake will use reasonable best efforts take such action as may be necessary to avoid, resist or resolve such action. Chesapeake will be entitled to direct any proceedings with any antitrust authority. However, Chesapeake has agreed to afford WildHorse a reasonable opportunity to participate in any such proceedings. In addition, in the event that any permanent or preliminary injunction or other order is entered or becomes reasonably foreseeable to be entered in any proceeding that would make consummation of the merger in accordance with the terms of the merger agreement unlawful or that would restrain, enjoin or otherwise prevent or materially delay the consummation of the merger, Chesapeake will use reasonable best efforts to take promptly any and all steps necessary to vacate, modify or suspend such injunction or order so as to permit such consummation prior to May 31, 2019.

In no event shall Chesapeake be required to (i) defend, commence or threaten to commence any lawsuits or legal proceedings, whether judicial or administrative, (ii) agree to hold separate, divest, license, or take or commit to take any action that limits in any respect its freedom of action with respect to, or its ability to retain, or cause a third party to purchase, any of the assets, businesses, products, rights, services, or licenses, of WildHorse, Chesapeake or any of their respective affiliates, or any interest therein, (iii) extend any waiting period under the HSR Act or enter into any agreement with the FTC, the DOJ or other governmental entity not to consummate the merger or the transactions contemplated by the merger agreement, other than a timing agreement negotiated with the relevant agency, which is of normal and reasonable scope and duration, except with the prior written consent of the other parties hereto, or (iv) otherwise agree to any restrictions on the businesses of Chesapeake or WildHorse or any of their respective affiliates in connection with this paragraph.

Chesapeake and Merger Sub have each agreed not to take any action that could reasonably be expected to hinder or delay the obtaining of clearance or the expiration of the required waiting period under the HSR Act, any competition law notifications or any other applicable antitrust law.

Employee Matters

For a period of 12 months following the closing date, each individual who is employed as of the closing date by WildHorse or its subsidiaries and who remains employed by Chesapeake or its subsidiaries (including the surviving corporation, LLC Sub, or any of its subsidiaries) (which we refer to as a continuing employee) will be provided with the following by Chesapeake:

base compensation (salary or wages, as applicable), and as applicable, annual bonus and incentive compensation (excluding equity compensation) opportunities at target that are no less favorable, in the aggregate, than those in effect for the continuing employee immediately prior to the closing date; and

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employee benefits (including retirement plan participation) that are no less favorable in the aggregate than those in effect for the continuing employee immediately prior to the closing date.

Prior to but conditioned upon the closing, WildHorse shall, or shall cause its affiliate to, take action to (i) effect the termination of the WildHorse Resources Management Company, LLC Contribution Plan (the 401(k) Plan) and shall provide Chesapeake with evidence of such termination and (ii) fully vest the account balance of all continuing employees under the 401(k) Plan. Chesapeake shall, or shall cause its affiliate to, cause (x) a tax-qualified defined contribution plan to accept a rollover of each continuing employee s account distributed from the 401(k) Plan and (y) each continuing employee to be eligible to participate in such tax-qualified defined contribution plan as soon as practicable following the effective time of the merger.

In addition, Chesapeake has agreed to:

give each continuing employee service credit for all purposes under the WildHorse employee benefits plans (the WildHorse benefits plans), including for vesting, eligibility and benefit accrual purposes, to the same extent and for the same purposes that such service was taken into account under a comparable WildHorse benefits plan prior to the closing date, except for benefit accrual under defined benefit pension plans, retiree medical benefits, disability benefits or to the extent it would result in a duplication of benefits;

subject to the approval of the applicable insurance carrier, waive any limitation on health and welfare coverage of any continuing employee and his or her eligible dependents due to pre-existing conditions and/or waiting periods, active employment requirements and requirements to show evidence of good health under the applicable health and welfare WildHorse benefits plan to the same extent such conditions, periods or requirements are satisfied or waived under the comparable WildHorse benefits plan immediately prior to the closing date and credit the expenses of any continuing employee that were credited towards applicable deductibles and annual out-of-pocket limits under the applicable WildHorse benefits plan for the plan year in which the closing date occurs against satisfaction of any deductibles or out-of-pocket limits under the WildHorse benefits plan for the plan year in which the closing date occurs; and

assume and honor all unused vacation and other paid time off days accrued or earned by each continuing employee as of the closing date for the calendar year in which the closing date occurs.

Indemnification; Directors and Officers Insurance

From the effective time of the merger and until the six year anniversary of the effective time of the merger, Chesapeake and the surviving corporation have agreed to, jointly and severally, indemnify, defend and hold harmless each person who is or has been at any time prior to October 29, 2018 or who becomes prior to the effective time of the merger, a director, officer or employee of WildHorse or any of its subsidiaries or who acts as a fiduciary under any WildHorse plan or any of its subsidiaries and solely to the extent of any existing proceedings as of October 29, 2018, each person who controls or is alleged to control WildHorse or any of its subsidiaries (collectively, the indemnified persons) against all indemnified liabilities, including all indemnified liabilities based in whole or in part on, or arising in whole or in part out of, or pertaining to the merger agreement or the transactions contemplated by the merger agreement, in each case to the fullest extent permitted under applicable law (and Chesapeake and the surviving corporation will, jointly and severally, pay expenses incurred in connection therewith in advance of the final disposition of any such claim, action, suit, proceeding or investigation to each indemnified person to the fullest extent permitted under applicable law).

In the event any such claim, action, suit, proceeding or investigation is brought or threatened to be brought against any indemnified persons (whether arising before or after the effective time of the merger), (i) the indemnified persons may retain WildHorse s regularly engaged legal counsel or other counsel satisfactory to them, and Chesapeake and the surviving corporation have agreed to pay all reasonable fees and expenses of such counsel for the indemnified persons as promptly as statements therefor are received, and (ii) Chesapeake and the surviving corporation have agreed to use their best efforts to assist in the defense of any such matter.

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Chesapeake and the surviving corporation will not amend, repeal or otherwise modify any provision in the organizational documents of the surviving corporation in any manner that would (or manage the surviving corporation or its subsidiaries with the intent to or in a manner that would) affect adversely the rights thereunder or under the organizational documents of the surviving corporation or any of its subsidiaries of any indemnified person to indemnification, exculpation and advancement except to the extent required by applicable law. Chesapeake has agreed to, and will cause the surviving corporation to, fulfill and honor any indemnification, expense advancement or exculpation agreements between Chesapeake or any of its subsidiaries and any of its directors, officers or employees existing immediately prior to October 29, 2018.

Chesapeake and the surviving corporation will indemnify any indemnified person against all reasonable, documented, out-of-pocket costs and expenses (including reasonable attorneys fees and expenses), such amounts to be payable in advance upon request as provided in the merger agreement, relating to the enforcement of such indemnified person s rights under the merger agreement or under any charter, bylaw or contract regardless of whether such indemnified person is ultimately determined to be entitled to indemnification thereunder.

Chesapeake and the surviving corporation will cause to be put in place, and Chesapeake will fully prepay immediately prior to the effective time of the merger, tail insurance policies with a claims period of at least six years from the effective time of the merger from an insurance carrier with the same or better credit rating as WildHorse s current insurance carrier with respect to directors and officers liability insurance in an amount and scope (including with regard to covered persons) at least as favorable as WildHorse s existing policies with respect to matters, acts or omissions existing or occurring at or prior to the effective time of the merger. Chesapeake may elect in its sole discretion to, but shall not be required to spend more than 300% of the last annual premium paid by WildHorse prior to October 29, 2018 for the six years of coverage under such tail policy. If the cost of such insurance coverage exceeds such amount and Chesapeake elects not to spend more than such amount for such purpose, then Chesapeake shall purchase as much coverage as is reasonably available for such amount.

In the event that Chesapeake or the surviving corporation or any of its successors or assignees (i) consolidates with or merges into any other person and neither Chesapeake or the surviving company, as applicable, is the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any person, then, in each such case, Chesapeake has agreed to make proper provisions so that the successors and assigns of Chesapeake or the surviving corporation, as the case may be, will assume the indemnification, insurance coverage and expense advancement obligations set forth in the merger agreement.

Transaction Litigation

In the event of any litigation or other legal proceedings by any governmental entity or other person is commenced that questions the validity or legality of the merger or other transactions contemplated by the merger agreement, the parties will cooperate and use their reasonable best efforts to defend against and respond. Each party shall give each other party the right to review and comment on all material filings or responses to be made by any party in connection with any such proceeding, and no settlement shall be agreed to or offered without each party s prior written consent.

Public Announcements

The parties will not, and will cause their representatives not to, issue any public announcements or make other public disclosures regarding the merger agreement or the transactions contemplated by the merger agreement without the prior written approval of the other parties. However, any party to the merger agreement, its subsidiaries or their representatives may issue a public announcement or other public disclosures required by applicable law or by the rules of any stock exchange upon which such party s or its subsidiary s capital stock is traded, provided, in each case, such

party must use its reasonable best efforts to afford the other party an

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opportunity to first review the content of the proposed disclosure and provide reasonable comments regarding such disclosure. The merger agreement does not restrict a party s ability to communicate with its employees or with respect to a public announcement or press release issued in connection with a Chesapeake competing proposal, WildHorse competing proposal, Chesapeake recommendation change or WildHorse recommendation change, other than as set forth in the merger agreement.

Advice of Certain Matters

Subject to compliance with applicable law, WildHorse and Chesapeake, as the case may be, have agreed to confer on a regular basis with each other and will promptly advise each other orally and in writing of any change or event having, or which would be reasonably likely to have, individually or in the aggregate, WildHorse material adverse effect or a Chesapeake material adverse effect, as the case may be. Except with respect to antitrust laws, WildHorse and Chesapeake have agreed to promptly provide each other (or their respective counsel) with copies of all filings made by such party or its subsidiaries with the SEC or any other governmental entity in connection with the merger agreement and the transactions contemplated by the merger agreement.

Transfer Taxes

Generally, all transfer taxes incurred in connection with the merger and the transactions contemplated by the merger agreement, if any, shall be borne and paid by Chesapeake when due, whether levied on Chesapeake or any other person, and Chesapeake shall file or cause to be filed all necessary tax returns and other documentation with respect to any such transfer taxes. The parties will cooperate, in good faith, in the filing of any tax returns with respect to transfer taxes and the minimization, to the extent reasonably permissible under applicable law, of the amount of any transfer taxes.

Reasonable Best Efforts; Notification

Chesapeake and WildHorse have agreed to use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the merger and the other transactions contemplated by the merger agreement.

The parties have agreed to promptly notify the other party upon becoming aware of any condition, event or circumstance that will result in any conditions to the completion of the merger not being met or the failure by such party to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it.

Section 16 Matters

Prior to the effective time of the merger, the parties have agreed to take all such steps as may be required to cause any dispositions of equity securities of WildHorse or acquisitions of equity securities of Chesapeake in connection with the merger agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to WildHorse, or will become subject to such reporting requirements with respect to Chesapeake, to be exempt under Rule 16b-3 under the Exchange Act.

Stock Exchange Listing and Delisting

Chesapeake will take all action necessary to cause the shares of Chesapeake common stock to be issued in the merger to be approved for listing on the NYSE prior to the effective time of the merger.

Financing Cooperation

From October 29, 2018 until the earlier of the effective time of the merger and the termination of the merger agreement, WildHorse will, and will cause each of its subsidiaries and their respective officers and directors to,

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and shall instruct and use reasonable best efforts to cause its and their representatives (including their auditors and reserve engineers) to, use its respective reasonable best efforts to provide all customary cooperation (including providing financial and other information regarding WildHorse and its subsidiaries, including (i) proved reserve reports with respect to the oil and gas properties of WildHorse and its subsidiaries, (ii) information with respect to property descriptions of the oil and gas properties of WildHorse and its subsidiaries necessary to execute and record mortgages and (iii) information relating to applicable know your customer and anti-money laundering rules and regulations, for use in marketing, rating agency and offering documents, and to enable Chesapeake to prepare pro forma financial statements) as reasonably requested by Chesapeake to assist Chesapeake in the arrangement of any bank debt financing (including through amendments to existing bank debt financings) or any capital markets debt financing or equity financing and any tender offer or consent solicitation in respect of outstanding senior notes of Chesapeake.

Promptly upon WildHorse s request, Chesapeake shall pay or reimburse all reasonable and documented out-of-pocket fees and expenses incurred by WildHorse and its subsidiaries in connection with assisting in any financing arrangement, and, in the event the closing shall not occur, Chesapeake shall indemnify and hold harmless WildHorse, its subsidiaries and its and their representatives from and against any and all losses actually suffered or incurred by them in connection with the arrangement or consummation of such financing arrangement, except to the extent such losses arise out of or results from the fraud, intentional misrepresentation, intentional breach, bad faith or willful misconduct of WildHorse, its subsidiaries or any of its or their representatives, or from the information provided by WildHorse or its subsidiaries for use in connection with any financing arrangement.

Tax Matters

Each of Chesapeake and WildHorse has agreed to use its reasonable best efforts to cause the integrated mergers, taken together, to qualify, and will not take (and will use its reasonable best efforts to prevent any affiliate of such party from taking) any actions that would reasonably be expected to prevent the integrated mergers, taken together, from qualifying, as a reorganization under the provisions of Section 368(a) of the Code. Each of Chesapeake and WildHorse will use its reasonable best efforts and will cooperate with one another to obtain the issuance of the opinions of counsel referred to in *The Merger Agreement Conditions to the Completion of the Merger* beginning on page 169, including, in connection therewith, each delivering to such counsel duly executed certificates containing such representations as are reasonably necessary or appropriate to enable such counsel to render such opinions, in each case dated as of the closing date (and, if requested, Chesapeake and WildHorse shall deliver such certificates to such counsel in connection with any opinions to be filed in connection with the registration statement, of which this joint proxy statement/prospectus forms a part), and providing such other information as reasonably requested by each counsel for purposes of rendering such opinions.

Unless otherwise required by applicable law, the parties shall file all U.S. federal, state and local tax returns in a manner consistent with the treatment of the integrated mergers, taken together, as a reorganization under the provisions of Section 368(a) of the Code, and no party shall take any position for tax purposes inconsistent with such treatment.

Chesapeake, WildHorse, Merger Sub and LLC Sub have adopted the merger agreement and the LLC Sub merger agreement as a plan of reorganization within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the U.S. Treasury regulations.

Takeover Laws

Each party to the merger agreement has agreed that it will not take any action that would cause the transactions contemplated by the merger agreement to be subject to the requirements imposed by any fair price, moratorium, control share acquisition, business combination or any other anti-takeover statute or

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similar statute enacted under applicable law, and each of them will take all reasonable steps within its control to exempt (or ensure the continued exemption of) the transactions contemplated by the merger agreement from any such takeover law that purports to apply to the merger agreement or the transactions contemplated by the merger agreement.

Obligations of Merger Sub

Chesapeake has agreed to take all action necessary to cause Merger Sub and the surviving corporation to perform their respective obligations under the merger agreement.

Chesapeake Hedge Agreements

Within 30 days of October 29, 2018, Chesapeake will enter into certain hedge agreements for the year 2019 and prior to December 31, 2018, Chesapeake will enter into certain hedge agreements for the year 2020.

Conditions to the Completion of the Merger

Mutual Conditions

The respective obligations of Chesapeake, WildHorse and Merger Sub to consummate the merger are subject to the satisfaction at or prior to the effective time of the merger of the following conditions, any or all of which may be waived jointly by Chesapeake, WildHorse and Merger Sub, in whole or in part, to the extent permitted by applicable law:

The Chesapeake issuance proposal must have been approved in accordance with applicable law and the Chesapeake organizational documents, as applicable.

The merger proposal must have been approved in accordance with applicable law and the WildHorse organizational documents, as applicable.

Any waiting period under the HSR Act applicable to the merger and the other transactions contemplated by the merger agreement must have expired or been terminated.

Any governmental entity having jurisdiction over Chesapeake, WildHorse and Merger Sub must not have issued any order, decree, ruling, injunction or other action that is in effect (whether temporary, preliminary or permanent) restraining, enjoining or otherwise prohibiting the consummation of the merger, and any law that makes the consummation of the merger illegal or otherwise prohibited must not have been adopted.

The registration statement, of which this joint proxy statement/prospectus forms a part, must have been declared effective by the SEC under the Securities Act and must not be the subject of any stop order or proceedings seeking a stop order.

The shares of Chesapeake common stock issuable to WildHorse stockholders pursuant to the merger agreement must have been authorized for listing on the NYSE, upon official notice of issuance.

Prior to the effective time of the merger and conditioned upon the occurrence of the closing, each share of WildHorse preferred stock shall have been converted into shares of WildHorse common stock.

Additional Conditions to the Obligations of Chesapeake

The obligations of Chesapeake and Merger Sub to consummate the merger are subject to the satisfaction at or prior to the effective time of the merger of the following conditions, any or all of which may be waived exclusively by Chesapeake, in whole or in part, to the extent permitted by applicable law:

certain representations and warranties of WildHorse set forth in the merger agreement regarding capital structure and absence of certain changes or events must have been true and correct as of October 29,

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2018 and as though made on and as of the closing date (except, with respect to certain representations and warranties regarding capital stock, for any de minimis inaccuracies) (except that representations and warranties that speak as of a specified date must have been true and correct only as of such date);

all other representations and warranties of WildHorse set forth in the merger agreement must have been true and correct as of as of the closing date, as though made on and as of the closing date (except that representations and warranties that speak as of a specified date must have been true and correct only as of such date), except where the failure of such representations and warranties to be so true and correct (without regard to qualification or exceptions contained therein as to materiality, in all material respects or WildHorse material adverse effect) would not reasonably be expected to have, individually or in the aggregate, a WildHorse material adverse effect;

WildHorse must have performed, or complied with, in all material respects, all agreements and covenants required to be performed or complied with by it under the merger agreement on or prior to the effective time of the merger;

Chesapeake must have received a certificate of WildHorse signed by an executive officer of WildHorse, dated as of the closing date, confirming that the conditions in the three bullets above have been satisfied; and

Chesapeake must have received an opinion from Chesapeake tax counsel, in form and substance reasonably satisfactory to Chesapeake, dated as of the closing date, to the effect that, on the basis of the facts, representations and assumptions set forth or referred to in such opinion, the integrated mergers, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Code. In rendering the opinion, such counsel must have received and may rely upon duly executed certificates of Chesapeake and WildHorse containing such representations as are reasonably necessary or appropriate and such other information reasonably requested by and provided to it by WildHorse and Chesapeake for purposes of rendering such opinion.

Additional Conditions to the Obligations of WildHorse

The obligation of WildHorse to consummate the merger is subject to the satisfaction at or prior to the effective time of the merger of the following conditions, any or all of which may be waived exclusively by WildHorse, in whole or in part, to the extent permitted by applicable law:

certain representations and warranties of Chesapeake and Merger Sub set forth in the merger agreement regarding capital structure and absence of certain changes or events must have been true and correct as of October 29, 2018 and must be true and correct as of the closing date, as though made on and as of the closing date (except, with respect to certain representations and warranties regarding capital stock, for any de minimis inaccuracies) (except that representations and warranties that speak as of a specified date will have been true and correct only as of such date);

all other representations and warranties of Chesapeake and Merger Sub set forth in the merger agreement must have been true and correct as of the closing date, as though made on and as of the closing date (except that representations and warranties that speak as of a specified date must have been true and correct only as of such date), except where the failure of such representations and warranties to be so true and correct (without regard to qualification or exceptions contained therein as to materiality, in all material respects or Chesapeake material adverse effect) that would not reasonably be expected to have, individually or in the aggregate, a Chesapeake material adverse effect;

Chesapeake and Merger Sub each must have performed, or complied with, in all material respects, all agreements and covenants required to be performed or complied with by them under the merger agreement at or prior to the effective time of the merger;

WildHorse must have received a certificate of Chesapeake signed by an executive officer of Chesapeake, dated as of the closing date, confirming that the conditions in the three bullets above have been satisfied; and

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WildHorse must have received an opinion from WildHorse tax counsel, in form and substance reasonably satisfactory to WildHorse, dated as of the closing date, to the effect that, on the basis of the facts, representations and assumptions set forth or referred to in such opinion, the integrated mergers will qualify as a reorganization within the meaning of Section 368(a) of the Code. In rendering the opinion described in this bullet, such counsel must have received and may rely upon duly executed certificates of Chesapeake and WildHorse containing such representations as are reasonably necessary or appropriate and such other information reasonably requested by and provided to it by WildHorse and Chesapeake for purposes of rendering such opinion.

Frustration of Closing Conditions

None of Chesapeake, WildHorse or Merger Sub may rely, either as a basis for not consummating the merger or for terminating the merger agreement, on the failure of any condition set forth above, as the case may be, to be satisfied if such failure was caused by such party s breach in any material respect of any provision of the merger agreement.

Termination

Termination Rights

Chesapeake and WildHorse may terminate the merger agreement and abandon the merger at any time prior to the effective time of the merger by mutual written consent of Chesapeake and WildHorse.

The merger agreement may also be terminated by either Chesapeake or WildHorse at any time prior to the effective time of the merger in any of the following situations:

if any governmental entity having jurisdiction over any party has issued any order, decree, ruling or injunction or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the merger and such order, decree, ruling or injunction or other action has become final and nonappealable, or if any law has been adopted that permanently makes the consummation of the merger illegal or otherwise permanently prohibited, so long as the terminating party has not breached any material covenant or agreement under the merger agreement that has caused or resulted in such order, decree, ruling or injunction or other action;

if the merger has not been consummated on or before May 31, 2019, so long as the terminating party has not failed to fulfill any material covenant or agreement under the merger agreement where such failure caused or resulted in the failure of the merger to occur on or before such date (which we refer to as the end date termination event);

in the event of a breach by the other party of any representation, warranty, covenant or other agreement contained in the merger agreement which (1) would give rise to the failure of an applicable closing condition if it was continuing as of the closing date and (2) cannot be or has not been cured by the earlier of 30 days after the giving of written notice to the breaching party of such breach and the basis for such notice and two business days prior to May 31, 2019 (which, in the case of a breach by WildHorse, we refer to as a WildHorse breach termination event and, in the case of a breach by Chesapeake, we refer to as a Chesapeake breach termination event); or

if (1) the WildHorse stockholders do not approve the merger proposal upon a vote held at a duly held WildHorse Special Meeting, or at any adjournment or postponement of the WildHorse Special Meeting (which we refer to as a WildHorse stockholder approval termination event), or (2) the Chesapeake shareholders do not approve the Chesapeake issuance proposal upon a vote held at a duly held Chesapeake special meeting, or at any adjournment or postponement of the Chesapeake special meeting (which we refer to as a Chesapeake shareholder approval termination event).

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In addition, the merger agreement may be terminated by Chesapeake:

- if prior to the approval of the merger proposal by WildHorse stockholders, the WildHorse board has effected a WildHorse recommendation change whether or not such WildHorse recommendation change is permitted by the merger agreement; or

- if WildHorse is in violation in any material respect of its no solicitation obligations under the merger agreement as described in the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation* beginning on page 154 (which we refer to as a WildHorse no solicitation breach termination event).

Further, the merger agreement may be terminated by WildHorse:

- if prior to the approval of the merger proposal by WildHorse stockholders, the WildHorse board has entered into a definitive agreement with respect to a WildHorse superior proposal, so long as WildHorse has contemporaneously with such termination tendered payment to Chesapeake of the termination fee and WildHorse has complied with the match right and no solicitation obligations under the merger agreement with respect to such WildHorse competing proposal (which we refer to as a WildHorse superior proposal termination event);

- if prior to the approval of the Chesapeake issuance proposal by Chesapeake shareholders, the Chesapeake board has effected a Chesapeake recommendation change, whether or not such Chesapeake recommendation change is permitted by the merger agreement; or

- if Chesapeake is in violation in any material respect of its no solicitation obligations under the merger agreement as described in the section entitled *The Merger Agreement No Solicitation; Changes of Recommendation* beginning on page 154 (which we refer to as a Chesapeake no solicitation breach termination event).

Termination Fees Payable by Chesapeake

The merger agreement requires Chesapeake to pay WildHorse the reverse termination fee if:

- WildHorse terminates the merger agreement due to a Chesapeake recommendation change or due to a Chesapeake no solicitation breach termination event;

- (1) (A) Chesapeake or WildHorse terminates the merger agreement due to a Chesapeake shareholder approval termination event, and on or before the date of any such termination, a Chesapeake competing proposal was publicly announced or publicly disclosed and not withdrawn prior to the Chesapeake special meeting or (B) WildHorse terminates the merger agreement due to a Chesapeake breach termination event or

WildHorse or Chesapeake terminates the merger agreement due to an end date termination event and on or before the date of any such termination, a Chesapeake competing proposal was announced, disclosed or otherwise communicated to the Chesapeake board, and (2) within 12 months after the date of such termination, Chesapeake enters into a definitive agreement with respect to a Chesapeake competing proposal or consummates a Chesapeake competing proposal. For purposes of this paragraph, any reference in the definition of Chesapeake competing proposal to 25% will be deemed to be a reference to more than 50%.

In no event will Chesapeake be required to pay the reverse termination fee on more than one occasion.

Termination Fees Payable by WildHorse

The merger agreement requires WildHorse to pay Chesapeake the termination fee if:

WildHorse terminates the merger agreement due to a WildHorse superior proposal termination event;

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Chesapeake terminates the merger agreement due to a WildHorse recommendation change or due to a WildHorse no solicitation breach termination event;

(1) (A) Chesapeake or WildHorse terminates the merger agreement due to a WildHorse stockholder approval termination event, and on or before the date of any such termination a WildHorse competing proposal was publicly announced or publicly disclosed and not withdrawn prior to the WildHorse Stockholder Meeting or (B) Chesapeake terminates the merger agreement due to a WildHorse breach termination event or Chesapeake or WildHorse terminates the merger agreement due to an end date termination event and on or before the date of any such termination a WildHorse competing proposal was announced, disclosed or otherwise communicated to the WildHorse board, and (2) within 12 months after the date of such termination, WildHorse enters into a definitive agreement with respect to a WildHorse competing proposal or consummates a WildHorse competing proposal. For purposes of this paragraph, any reference in the definition of WildHorse competing proposal to 20% shall be deemed to be a reference to more than 50%.

In no event will WildHorse be required to pay the termination fee on more than one occasion.

Chesapeake Expenses Payable by WildHorse

The merger agreement requires WildHorse to pay the Chesapeake expense reimbursement if either WildHorse or Chesapeake terminates the merger agreement due to a WildHorse stockholder approval termination event. In no event will Chesapeake be entitled to receive more than one payment of the Chesapeake expense reimbursement. If Chesapeake receives the termination fee, then Chesapeake will not be entitled to also receive the Chesapeake expense reimbursement.

WildHorse Expenses Payable by Chesapeake

The merger agreement requires Chesapeake to pay the WildHorse expense reimbursement if either WildHorse or Chesapeake terminates the merger agreement due to a Chesapeake shareholder approval termination event. In no event will WildHorse be entitled to receive more than one payment of the WildHorse expense reimbursement. If WildHorse receives the reverse termination fee, then WildHorse will not be entitled to also receive the WildHorse expense reimbursement.

Effect of Termination

In the event of termination of the merger agreement pursuant to the provisions described in the section entitled *The Merger Agreement Termination* beginning on page 171, the merger agreement (other than certain provisions as set forth in the merger agreement) will become void and of no effect with no liability on the part of any party to the merger agreement. However, except as otherwise expressly provided in the merger agreement, no termination of the merger agreement will relieve any party to the merger agreement of any liability or damages to the other parties resulting from any intentional fraud or any willful and material breach of the merger agreement or the Confidentiality Agreement dated August 8, 2018 between Chesapeake and WildHorse, in which case the aggrieved party shall be entitled to all rights and remedies available at law or in equity.

Expenses

Except as otherwise provided in the merger agreement, whether or not the merger is completed, all costs and expenses incurred in connection with the merger agreement, the merger and the other transactions contemplated by the merger agreement will be paid by the party incurring the expense.

Specific Performance; Remedies

Chesapeake, WildHorse and Merger Sub have agreed that each will be entitled to an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to prevent breaches of the

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merger agreement and to enforce specifically the terms and provisions of the merger agreement. Chesapeake, WildHorse and Merger Sub accordingly have agreed not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party under the merger agreement.

The monetary remedies and the specific performance remedies set forth in the merger agreement will be the sole and exclusive remedies of (i) WildHorse and its subsidiaries against Chesapeake and Merger Sub and any of their respective former, current or future general or limited partners, stockholders, managers, members, representatives or affiliates for any loss suffered as a result of the failure of the merger to be consummated, except in the case of fraud or a willful and material breach of any covenant, agreement or obligation (in which case only Chesapeake and Merger Sub will be liable for damages for such intentional fraud or willful and material breach), and upon payment of such amount, none of Chesapeake or Merger Sub or any of their respective former, current or future general or limited partners, stockholders, managers, members, representatives or affiliates will have any further liability or obligation relating to or arising out of the merger agreement or the transactions contemplated by the merger agreement, except for the liability of Chesapeake in the case of intentional fraud or a willful and material breach of any covenant, agreement or obligation; and (ii) Chesapeake and Merger Sub against WildHorse and its subsidiaries and any of their respective former, current or future general or limited partners, stockholders, managers, members, representatives or affiliates for any loss suffered as a result of the failure of the merger to be consummated, except in the case of intentional fraud or a willful and material breach of any covenant, agreement or obligation (in which case only WildHorse will be liable for damages for such intentional fraud or willful and material breach), and upon payment of such amount, none of WildHorse and its subsidiaries or any of their respective former, current or future general or limited partners, stockholders, managers, members, representatives or affiliates will have any further liability or obligation relating to or arising out of the merger agreement or the transactions contemplated by the merger agreement, except for the liability of WildHorse in the case of intentional fraud or a willful and material breach of any covenant, agreement or obligation.

No Third Party Beneficiaries

Nothing in the merger agreement, express or implied, is intended to or confers upon any person other than Chesapeake, WildHorse and Merger Sub any right, benefit or remedy of any nature whatsoever under or by reason of the merger agreement, except:

- from and after the effective time of the merger, the rights of the holders of shares of WildHorse capital stock and shares of restricted WildHorse common stock to receive the merger consideration;
- the rights of the first director and the second director;
- the right of the indemnified persons to enforce the obligations described under *The Merger Agreement Indemnification; Directors and Officers Insurance* beginning on page 165.

Amendment

The merger agreement may be amended in writing at any time by action taken or authorized by the Chesapeake board and the WildHorse board; however, after the approval by WildHorse stockholders of the merger proposal or the approval by Chesapeake shareholders of the Chesapeake issuance proposal, no amendment or waiver may be made

which requires further approval by WildHorse stockholders or Chesapeake shareholders under applicable law unless such further approval is obtained. The merger agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

Governing Law

The merger agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of relate to the merger agreement, or the negotiation, execution or performance of the merger

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agreement, are governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof. However, all matters relating to the fiduciary obligations of the Chesapeake board shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to the conflicts of law principles thereof to the extent such principles would direct a matter to another jurisdiction.

Voting and Support Agreements

In connection with the execution of the merger agreement, on October 29, 2018, Jay C. Graham, the NGP stockholders, and the Carlyle stockholder, entered into the voting agreements with Chesapeake and WildHorse. The WildHorse stockholders that executed the voting agreements have agreed to vote or cause to be voted all shares of WildHorse common stock and WildHorse preferred stock held by them in favor of the adoption of the merger and against alternative transactions, subject to certain reductions in the number of shares of WildHorse common stock and WildHorse preferred stock bound by such obligation in the event of a WildHorse recommendation change. As of November 29, 2018, the 435,000 shares of WildHorse preferred stock held by the Carlyle stockholder are convertible into 32,402,059 shares of WildHorse common stock. As of the date of this joint proxy statement/prospectus, such stockholders hold and are entitled to vote in the aggregate approximately % of the issued and outstanding shares of WildHorse common stock entitled to vote at the WildHorse special meeting (on an as-converted basis). In the event that WildHorse s board of directors changes its recommendation that WildHorse stockholders adopt the merger agreement, such stockholders, taken together, will be required to vote shares that, in the aggregate, represent 35% of the issued and outstanding shares of WildHorse common stock and WildHorse preferred stock (on an as-converted basis) on such proposal, with each such stockholder being able to vote the balance of its shares of WildHorse common stock on such proposal in such stockholder s sole discretion.

As of the date of this joint proxy statement/prospectus, those stockholders hold and are entitled to vote in the aggregate approximately % of the issued and outstanding shares of WildHorse common stock entitled to vote at the WildHorse special meeting (on an as-converted basis). In the event that WildHorse s board of directors changes its recommendation that WildHorse stockholders adopt the merger agreement, such stockholders, taken together, will be required to vote shares that, in the aggregate, represent 35% of the issued and outstanding shares of WildHorse common stock and WildHorse preferred stock (on an as-converted basis) on such proposal, with each such stockholder being able to vote the balance of its shares of WildHorse common stock on such proposal in such stockholder s sole discretion.

In addition, Jay C. Graham, the NGP stockholders and the Carlyle stockholder irrevocably elected to receive the mixed consideration with respect to their WildHorse common stock, including WildHorse preferred stock on an as-converted basis, as applicable. Subject to certain exceptions, the voting agreements also contain prohibitions applicable to such stockholders that are consistent with the non-solicitation provisions of the merger agreement. Pursuant to the voting agreements, for 60 or 180 days, as the case may be, following the closing date of the merger, such stockholders are prohibited from effecting certain sales, transfers and dispositions of greater than 15% of such stockholder s Chesapeake common stock received by such stockholder as merger consideration, subject to certain adjustments. In addition, until the earlier of the termination of the merger agreement or the consummation of the merger, the voting agreements restrict such stockholders from selling shares of WildHorse common stock or WildHorse preferred stock owned by such stockholders, provided that the NGP stockholders may distribute up to 15% of their shares of WildHorse common stock to their equity owners and the Carlyle stockholder may sell or otherwise transfer up to 15% of its shares of WildHorse preferred stock.

The voting agreements will terminate upon the earlier to occur of the consummation of the merger or the termination of the merger agreement.

The voting agreements also contain certain standstill provisions for the benefit of Chesapeake and the surviving corporation applicable for one year following the effective time of the merger which, among other

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things, restrict the WildHorse stockholders that are parties to the voting agreements from acquiring additional Chesapeake common stock, proposing certain transactions involving Chesapeake and taking certain actions to influence the management of Chesapeake.

Additionally, the voting agreement with the Carlyle stockholder requires such stockholder to convert its shares of WildHorse preferred stock into WildHorse common stock prior to the effective time of the merger.

Registration Rights Agreement

In connection with the execution of the merger agreement, on October 29, 2018, the holders, entered into the registration rights agreement with Chesapeake. Pursuant to the registration rights agreement, Chesapeake has agreed to register the sale of shares of Chesapeake common stock held by the holders under certain circumstances.

At any time following the closing of the merger and subject to the limitations set forth below, each NGP stockholder (or its permitted transferees) will have the right to require Chesapeake by written notice to prepare and file a registration statement registering the offer and sale of a certain number of shares of Chesapeake common stock. Generally, Chesapeake is required to provide notice of the request to certain other Chesapeake shareholders who may, in certain circumstances, participate in the registration. Subject to certain exceptions, Chesapeake will not be obligated to effect a demand registration within 90 days after the closing of any underwritten offering of shares of Chesapeake common stock. Further, Chesapeake is not obligated to effect more than a total of four demand registrations in aggregate and in no event will be required to effect more than two demand registrations within a calendar year.

Chesapeake will also not be obligated to effect any demand registration in which the anticipated aggregate offering price for Chesapeake common stock included in such offering is less than $200 million. Any such demand registration may be for a shelf registration statement. Chesapeake will be required to use reasonable best efforts to maintain the effectiveness of any such registration statement until the date on which all shares covered by such registration statement have been sold (subject to certain extensions).

In addition, each NGP stockholder (or its permitted transferees) will have the right to require Chesapeake, subject to certain limitations, to effect a distribution of any or all of its shares of Chesapeake common stock by means of an underwritten offering. In general, any demand for an underwritten offering (other than the first requested underwritten offering made in respect of a prior demand registration and other than a requested underwritten offering made concurrently with a demand registration) shall constitute a demand request subject to the limitations set forth above.

Subject to certain exceptions, if at any time Chesapeake proposes to register an offering of Chesapeake common stock or conduct an underwritten offering, whether or not for Chesapeake s own account, then Chesapeake must notify each holder (or its permitted transferees) of such proposal to allow them to include a specified number of their shares of Chesapeake common stock in that registration statement or underwritten offering, as applicable.

These registration rights are subject to certain conditions and limitations, including the right of the underwriters to limit the number of shares to be included in a registration and Chesapeake s right to delay or withdraw a registration statement under certain circumstances. Chesapeake will generally pay all registration expenses in connection with its obligations under the registration rights agreement, regardless of whether a registration statement is filed or becomes effective.

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MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE INTEGRATED MERGERS

The following discussion addresses the material U.S. federal income tax consequences of the integrated mergers to holders of WildHorse common stock that exchange their shares of WildHorse common stock for the share consideration or the mixed consideration, as applicable, pursuant to the merger. This discussion applies only to holders that hold their shares of WildHorse common stock as a capital asset (generally, property held for investment). This discussion is based on the provisions of the Code, U.S. Treasury regulations promulgated thereunder, administrative rulings and judicial decisions, all as currently in effect as of the date hereof and all of which are subject to change or differing interpretation (possibly with retroactive effect), and any such change or differing interpretation could affect the accuracy of the statements and conclusions set forth herein.

For purposes of this discussion, the term U.S. holder means a beneficial owner of WildHorse common stock that, for U.S. federal income tax purposes, is:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States or any of its political subdivisions;
- a trust that (i) is subject to the supervision of a court within the United States and the control of one or more United States persons or (ii) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person; or
- an estate that is subject to U.S. federal income taxation on its income regardless of its source.

For purposes of this discussion, a non-U.S. holder means a beneficial owner of WildHorse common stock that, for U.S. federal income tax purposes, is neither a U.S. holder nor a partnership or other entity or arrangement treated as a partnership for U.S. federal income tax purposes.

If a partnership or other entity or arrangement treated as a partnership for U.S. federal income tax purposes holds shares of WildHorse common stock, the tax treatment of a partner in such partnership generally will depend upon the status of the partner, the activities of the partnership, and certain determinations made at the partnership level. Partnerships and partners in such partnerships should consult their tax advisors about the U.S. federal income tax consequences of the integrated mergers to them.

This discussion is not a complete description of all of the tax consequences of the integrated mergers and, in particular, does not address any consequences arising under the alternative minimum tax, Medicare tax on net investment income, or estate, gift, or other non-income tax, nor does it address any tax considerations under any state, local, or non-U.S. laws. Furthermore, it does not address any tax consequences to holders of WildHorse common stock who are non-U.S. holders (except to the limited extent discussed under *U.S. Federal Income Tax Withholding and Information Reporting Considerations* below). This discussion also does not address all aspects of U.S. federal income taxation that may be relevant to a holder in light of its particular circumstances or to holders of WildHorse common stock that are subject to special treatment under the U.S. federal income tax laws, including, for example:

banks, thrifts, mutual funds, or other financial institutions;

partnerships, S corporations or other pass-through entities (or investors in such partnerships, S corporations or other pass-through entities);

insurance companies;

tax-exempt organizations or governmental organizations;

dealers or brokers in stocks and securities, commodities or currencies;

traders in securities that elect to use a mark-to-market method of accounting;

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individual retirement or other tax-deferred accounts;

holders that hold their shares of WildHorse common stock as part of a straddle, constructive sale, conversion, integrated or other risk reduction transaction;

regulated investment companies;

real estate investment trusts;

holders whose functional currency is not the U.S. dollar;

U.S. expatriates;

holders who actually or constructively hold (or actually or constructively held at any time during the five-year period ending on the date of the disposition of such holder s WildHorse common stock pursuant to the merger) 5% or more of the shares of WildHorse common stock; and

holders who acquired their shares of WildHorse common stock through the exercise of an employee stock option, as a restricted stock award, or otherwise as compensation or through a tax-qualified retirement plan.

Treatment of the Integrated Mergers

Chesapeake and WildHorse intend for the integrated mergers, taken together, to qualify as a reorganization within the meaning of Section 368(a) of the Code. It is a condition to Chesapeake s obligation to complete the integrated mergers that Chesapeake receive a written opinion from Chesapeake tax counsel to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the integrated mergers will qualify as a reorganization within the meaning of Section 368(a) of the Code, and it is a condition to WildHorse s obligation to complete the integrated mergers that WildHorse receive a written opinion from WildHorse tax counsel to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the integrated mergers, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Code.

These opinions will be based on certain customary factual assumptions and on representations made by Chesapeake and WildHorse. If any of such assumptions or representations is or becomes incorrect, incomplete, inaccurate or is violated, the validity of the opinions described above may be affected and the U.S. federal income tax consequences of the integrated mergers could differ materially from those described in this joint proxy statement/prospectus. An opinion of counsel represents counsel s best legal judgment but is not binding on the IRS or any court. Neither Chesapeake nor WildHorse intends to request any ruling from the IRS regarding any matters relating to the integrated mergers, and, consequently, there can be no assurance that the IRS will not assert, or that a court would not sustain, a position to the contrary to any of the positions set forth below. If the integrated mergers do not qualify as a reorganization within the meaning of Section 368(a) of the Code, a holder of WildHorse common stock would recognize taxable gain or loss upon the exchange of WildHorse common stock for the share consideration or the mixed consideration, as applicable, pursuant to the merger.

Subject to the limitations, assumptions and qualifications herein and in the opinions filed as Exhibits 8.1 and 8.2, respectively, each of Chesapeake tax counsel and WildHorse tax counsel are of the opinion that the integrated mergers, taken together, will qualify as a reorganization under Section 368(a) of the Code, and the remainder of this discussion assumes that the integrated mergers will so qualify.

U.S. Federal Income Tax Consequences of the Integrated Mergers to U.S. Holders

The U.S. federal income tax consequences of the integrated mergers to a U.S. holder generally will depend on whether such U.S. holder exchanges its shares of WildHorse common stock for the share consideration or the mixed consideration.

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Exchange of Shares of WildHorse Common Stock for the Share Consideration

A U.S. holder that exchanges its shares of WildHorse common stock for the share consideration pursuant to the merger generally will not recognize any gain or loss for U.S. federal income tax purposes, except with respect to cash, if any, received in lieu of a fractional share of Chesapeake common stock (as discussed below). Each such U.S. holder s aggregate tax basis in the shares of Chesapeake common stock received in the merger (including any fractional share deemed to be received) will equal such U.S. holder s aggregate adjusted tax basis in the shares of WildHorse common stock surrendered in the merger. The holding period of the shares of Chesapeake common stock received by such U.S. holder in the merger (including any fractional share deemed to be received) will include such U.S. holder s holding period for the shares of WildHorse common stock surrendered in the merger. If a U.S. holder holds different blocks of WildHorse common stock (generally, WildHorse common stock acquired on different dates or at different prices), such U.S. holder should consult its tax advisor with respect to the determination of the tax bases and/or holding periods of the particular shares of Chesapeake common stock received in the merger.

Exchange of Shares of WildHorse Common Stock for the Mixed Consideration

A U.S. holder that exchanges its shares of WildHorse common stock for the mixed consideration pursuant to the merger generally will recognize gain (but not loss) in an amount equal to the lesser of (i) the amount by which the sum of the fair market value of the Chesapeake common stock (including any fractional share of Chesapeake common stock the U.S. holder is treated as having received) and cash received by the U.S. holder in the merger exceeds such U.S. holder s adjusted tax basis in its shares of WildHorse common stock surrendered in the merger and (ii) the amount of cash received by such U.S. holder in the merger (in each case, excluding any cash received in lieu of a fractional share of Chesapeake common stock, which will be treated as discussed below). The aggregate tax basis of the shares of Chesapeake common stock received in the merger (including any fractional share of Chesapeake common stock deemed to be received) will be the same as the aggregate tax basis of the shares of WildHorse common stock surrendered in exchange therefor in the merger, (i) decreased by the amount of cash received in the merger (excluding any cash received in lieu of a fractional share of Chesapeake common stock), and (ii) increased by the amount of gain recognized in the exchange (regardless of whether such gain is classified as capital gain or dividend income, as discussed below, but excluding any gain recognized with respect to any fractional share of Chesapeake common stock for which cash is received, as discussed below). The holding period of the Chesapeake common stock received by a U.S. holder in the merger (including any fractional share of Chesapeake common stock deemed to be received) will include such U.S. holder s holding period for the shares of WildHorse common stock surrendered in the merger. If a U.S. holder holds different blocks of WildHorse common stock (generally, WildHorse common stock acquired on different dates or at different prices), such U.S. holder should consult its tax advisor with respect to the determination of the tax bases and/or holding periods of the particular shares of Chesapeake common stock received in the merger.

Subject to the discussion below regarding potential dividend treatment, any gain recognized by a U.S. holder in connection with the merger generally will constitute capital gain and will constitute long-term capital gain if such U.S. holder has held the shares of WildHorse common stock that it surrendered in the merger for more than one year as of the effective date of the merger. Long-term capital gains of certain non-corporate holders, including individuals, generally are taxed at preferential rates. In some cases, if a U.S. holder actually or constructively owns Chesapeake common stock other than Chesapeake common stock received pursuant to the merger, any gain recognized by such holder could be treated as having the effect of a distribution of a dividend under the tests set forth in Section 302 of the Code, in which case such U.S. holder may have dividend income up to the amount of the cash received by it in the merger. Because the possibility of dividend treatment depends upon each holder s particular circumstances, including the application of constructive ownership rules, holders of WildHorse common stock should consult their tax advisors regarding the application of the foregoing rules to their particular circumstances.

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Receipt of Cash Upon the Deemed Sale of a Fractional Share

A U.S. holder of shares of WildHorse common stock who receives cash in lieu of a fractional share of Chesapeake common stock generally will be treated as having received such fractional share pursuant to the merger and then as having sold such fractional share for cash. As a result, such U.S. holder generally will recognize gain or loss equal to the difference, if any, between the amount of cash received for such fractional share and the tax basis allocated to such fractional share (determined as described above). Such gain or loss generally will be long-term capital gain or loss if, as of the effective date of the merger, the U.S. holder s holding period for such fractional share (determined as described above) is more than one year. The deductibility of capital losses is subject to limitation.

U.S. Federal Income Tax Withholding and Information Reporting Considerations

Backup Withholding and Information Reporting

Payments of cash to a U.S. holder of shares of WildHorse common stock in connection with the merger generally will be subject to information reporting unless the U.S. holder is an exempt recipient and may, under certain circumstances, be subject to backup withholding (currently at a rate of 24%), unless such holder provides the applicable withholding agent with its taxpayer identification number and otherwise complies with all applicable requirements of the backup withholding rules. Information reporting and backup withholding will generally apply to payments made pursuant to the merger to a non-U.S. holder, unless such holder certifies its status as a non-U.S. holder and satisfies certain other requirements, or otherwise establishes an exemption. Any amounts withheld from payments to a holder of shares of WildHorse common stock under the backup withholding rules are not additional tax and generally will be allowed as a refund or credit against such holder s U.S. federal income tax liability provided that such holder timely furnishes the required information to the IRS.

Withholding on Cash Portion of the Mixed Consideration for Non-U.S. Holders

In the event the applicable withholding agent is unable to determine whether any gain recognized by a non-U.S. holder has the effect of a distribution of a dividend under the tests set forth in Section 302 of the Code (as discussed above in *Exchange of Shares of WildHorse Common Stock for the Mixed Consideration*), such withholding agent may withhold U.S. federal withholding tax at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty) on the entire amount of cash consideration (excluding cash received in lieu of a fractional share of Chesapeake common stock) payable to such non-U.S. holder in the merger. A non-U.S. holder may be eligible to obtain a refund of all or a portion of any tax withheld if (i) the gain recognized by such non-U.S. holder in the merger does not have the effect of a distribution of a dividend under the tests set forth in Section 302 of the Code or (ii) such non-U.S. holder is otherwise eligible for a reduced rate of, or exemption from, such tax. Non-U.S. holders of WildHorse common stock are encouraged to consult their tax advisors regarding the application of the foregoing rules to their particular circumstances.

Foreign Account Tax Compliance Act

The Foreign Account Tax Compliance Act provisions of the Code (FATCA) impose a 30% withholding tax on dividends paid on, and with respect to sales or other dispositions after December 31, 2018, the gross proceeds from the sale or other disposition of, stock in a domestic corporation such as WildHorse, if such stock is held by or through certain foreign entities, unless such foreign entities satisfy specific information reporting or other compliance provisions or an exemption applies. As a result, FATCA withholding may apply to any proceeds from any deemed sale pursuant to the merger, which will occur after December 31, 2018. Holders of WildHorse common stock are encouraged to consult with their tax advisors regarding the implications of FATCA with respect to any cash payments

received pursuant to the merger.

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THE PRECEDING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF THE MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE INTEGRATED MERGERS. IT IS NOT A COMPLETE ANALYSIS OR DISCUSSION OF ALL POTENTIAL TAX EFFECTS THAT MAY BE IMPORTANT TO A PARTICULAR HOLDER. ALL HOLDERS OF WILDHORSE COMMON STOCK ARE STRONGLY ENCOURAGED TO CONSULT THEIR TAX ADVISORS AS TO THE SPECIFIC TAX CONSEQUENCES OF THE INTEGRATED MERGERS TO THEM, INCLUDING TAX REPORTING REQUIREMENTS, AND THE APPLICABILITY AND EFFECT OF ANY FEDERAL, STATE, LOCAL AND NON-U.S. TAX LAWS.

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UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

The following unaudited pro forma condensed combined financial statements (which we refer to as the unaudited pro forma condensed combined financial statements) have been prepared to give effect to certain transactions of Chesapeake and WildHorse as further described below.

On November 2, 2018, Chesapeake filed a Form 8-K/A (the Chesapeake Form 8-K/A) containing pro forma financial statements (the Chesapeake Disposition Pro Formas) to reflect the following transaction:

- On October 29, 2018, Chesapeake completed the previously disclosed sale of approximately 1,500,000 gross (900,000 net) acres in Ohio, of which approximately 320,000 net acres are prospective for the Utica Shale with approximately 920 producing wells, along with related property and equipment (collectively, the Designated Properties) for net proceeds of approximately $1.868 billion in cash, subject to customary post-closing adjustments and a contingent payment described in Chesapeake s Form 8-K filed on July 26, 2018, to EAP Ohio, LLC, an affiliate of Encino Acquisition Partners, LLC (the Utica Disposition).

On each of April 18, 2018 and November 14, 2018, WildHorse filed a Form 8-K (together, the WildHorse Form 8-Ks) containing pro forma financial statements (the WildHorse A&D Pro Formas) to reflect the following transactions:

- On March 29, 2018, WildHorse completed the previously disclosed sale of certain producing and non-producing oil and natural gas properties for a total net sales price of approximately $206.4 million (the NLA Divestiture).

- On June 30, 2017, WildHorse acquired oil and gas working interests covering approximately 111,000 aggregate net acres and the associated production in Burleson, Brazos, Lee, Milam, Robertson, and Washington Counties, Texas (the Eagle Ford Acquisition) for an aggregate of approximately $533.6 million of cash and approximately 5.5 million shares of common stock valued at approximately $60.8 million.

The unaudited pro forma condensed combined financial statements contained herein have been further adjusted to reflect the following transactions:

- On October 29, 2018, Chesapeake and WildHorse entered into an Agreement and Plan of Merger (the Merger Agreement) pursuant to which Chesapeake agreed to acquire WildHorse for approximately $3.977 billion, including the assumption of WildHorse s debt (the Merger). Under the terms and conditions contained in the Merger Agreement, and upon the completion of the Merger, holders of shares of WildHorse common stock, at their election, will either receive 5.989 shares of Chesapeake common stock or a combination of 5.336 shares of Chesapeake common stock and $3.00 in cash, in exchange for each share of WildHorse common stock (in each case, the Merger Consideration).

- On October 29, 2018, Chesapeake delivered a notice of redemption to the trustee for its 8.00% Senior Secured Second Lien Notes due 2022 (Second Lien Notes) to call for redemption of approximately $1.416 billion aggregate principal amount of the outstanding Second Lien Notes, representing 100% of the

aggregate principal amount of the outstanding Second Lien Notes for $1.477 billion, including the premium. The redemption was completed on November 28, 2018. Chesapeake used the net proceeds from the sale of the Designated Properties to redeem the Second Lien Notes (the Second Lien Redemption and, together with the Utica Disposition, the NLA Divestiture, the Eagle Ford Acquisition and the Merger, the Transactions).

The unaudited pro forma condensed combined statements of operations for the year ended December 31, 2017 and for the nine months ended September 30, 2018 combine the pro forma condensed consolidated statements of operations of Chesapeake (giving effect to the Utica Disposition) and WildHorse (giving effect to

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the NLA Divestiture and the Eagle Ford Acquisition) with the effects of the Merger and the Second Lien Redemption, as if they had been consummated on January 1, 2017, the beginning of the earliest period presented. The unaudited pro forma condensed combined balance sheet combines the pro forma condensed balance sheet of Chesapeake (giving effect to the Utica Disposition) and the historical consolidated balance sheet of WildHorse as of September 30, 2018 with the effects of the Merger and the Second Lien Redemption as if they had been consummated on September 30, 2018. No pro forma balance sheet for WildHorse giving effect to the NLA Divestiture and the Eagle Ford Acquisition is presented because the effects have been reflected in the September 30, 2018 condensed consolidated balance sheet. The historical and unaudited pro forma condensed consolidated financial statements of WildHorse have been adjusted to reflect certain reclassifications to conform to Chesapeake s financial statement presentation.

The unaudited condensed combined pro forma financial statements reflect the following pro forma adjustments related to the Merger and the Second Lien Redemption, based on available information and certain assumptions that Chesapeake believes are reasonable:

- Chesapeake s merger with WildHorse, which will be accounted for using the acquisition method of accounting, with Chesapeake identified as the accounting acquirer, which is described in the section entitled *The Merger Accounting Treatment of the Merger* beginning on page 139;
- the conversion of 435,000 shares of WildHorse s 6.00% Series A Perpetual Convertible Preferred Stock into 32,402,059 shares of WildHorse common stock prior to the effective time of the Merger;
- adjustments to conform the classification of expenses in WildHorse s unaudited pro forma statements of operations to Chesapeake s classification for similar expenses;
- adjustments to conform the classification of certain assets and liabilities in WildHorse s historical balance sheet to Chesapeake s classification for similar assets and liabilities;
- the assumption of liabilities by Chesapeake for any transaction-related expenses;
- the estimated tax impact of pro forma adjustments; and
- the use of a portion of the proceeds from the sale of the Designated Properties to redeem the Second Lien Notes.

As of the date of this joint proxy statement/prospectus, Chesapeake has not completed the detailed valuation study necessary to arrive at the required final estimates of the fair value of the WildHorse assets to be acquired and the liabilities to be assumed in the Merger and the related allocations of purchase price. A final determination of the fair value of WildHorse s assets and liabilities, including, potentially, intangible assets with indefinite and/or finite lives, will be based on the actual net tangible and intangible assets and liabilities of WildHorse that exist as of the closing date of the Merger and, therefore, cannot be made prior to the completion of the Merger. In addition, the value of the consideration to be paid by Chesapeake upon the consummation of the Merger will be determined based on the

closing price of Chesapeake s common stock on the closing date of the Merger. As a result of the foregoing, the pro forma adjustments with respect to the Merger are preliminary and are subject to change as additional information becomes available and as additional analysis is performed. The preliminary pro forma adjustments have been made solely for the purpose of providing the unaudited pro forma condensed combined financial statements presented below. Chesapeake estimated the fair value of WildHorse s assets and liabilities based on discussions with WildHorse s management, preliminary valuation studies, due diligence and information presented in WildHorse s SEC filings. Until the Merger is completed, both companies are limited in their ability to share certain information. Any increases or decreases in the fair value of assets acquired and liabilities assumed upon completion of the final valuations will result in adjustments to the unaudited pro forma condensed combined balance sheet and/or unaudited pro forma condensed combined statements of operations. The final purchase price allocation with respect to the Merger may be materially different than that reflected in the unaudited pro forma purchase price allocation presented herein.

Assumptions and estimates underlying the adjustments to the unaudited pro forma condensed combined financial statements (which we refer to as the pro forma adjustments) are described in the notes to the

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Chesapeake Disposition Pro Formas, the WildHorse A&D Pro Formas and the accompanying notes to unaudited pro forma combined financial information. The historical and unaudited pro forma financial statements of the companies have been further adjusted in the unaudited pro forma condensed combined financial statements to give effect to the transactions that are directly attributable to the Merger and the Second Lien Redemption, are factually supportable and, with respect to the unaudited pro forma condensed combined statements of operations, expected to have a continuing impact on the combined results of Chesapeake and WildHorse following the Merger and the Second Lien Redemption. The unaudited pro forma condensed combined financial statements have been presented for illustrative purposes only and are not necessarily indicative of the operating results and financial position that would have been achieved had the Transactions occurred on the dates indicated. Further, the unaudited pro forma condensed combined financial statements do not purport to project the future operating results or financial position of the combined company following the Transactions.

The unaudited pro forma condensed combined financial statements, although helpful in illustrating the financial characteristics of the combined company under one set of assumptions, do not reflect the benefits of expected cost savings (or associated costs to achieve such savings), opportunities to earn additional revenue or other factors that may result as a consequence of the Merger and, accordingly, do not attempt to predict or suggest future results. Specifically, the unaudited pro forma condensed combined statements of operations exclude projected synergies expected to be achieved as a result of the Merger, which are described in the section entitled *The Merger Recommendation of the Chesapeake Board of Directors and Chesapeake s Reasons for the Merger* beginning on page 88, as well as any associated costs that may be required to be incurred to achieve the identified synergies. The unaudited pro forma condensed combined statements of operations also exclude the effects of transaction costs associated with the Merger, costs associated with any restructuring actions, integration activities or asset dispositions resulting from the Merger, which to the extent they occur, are expected to be non-recurring and will not have been incurred at the closing date of the Merger. However, such costs could affect the combined company following the Merger in the period the costs are incurred or recorded. Further, the unaudited pro forma condensed combined financial statements do not reflect the effect of any regulatory actions that may impact the results of the combined company following the Merger.

The unaudited pro forma condensed combined financial statements have been developed from and should be read in conjunction with:

- the accompanying notes to the unaudited pro forma condensed combined financial statements;
- the historical audited consolidated financial statements of Chesapeake as of and for the year ended December 31, 2017, included in Chesapeake s Annual Report on Form 10-K and incorporated by reference into this document;
- the historical audited consolidated financial statements of WildHorse as of and for the year ended December 31, 2017, included in WildHorse s Annual Report on Form 10-K and incorporated by reference into this document;
- the historical unaudited condensed consolidated financial statements of Chesapeake as of and for the nine months ended September 30, 2018, included in Chesapeake s Quarterly Report on Form 10-Q for the quarter

ended September 30, 2018 and incorporated by reference into this document;

the historical unaudited condensed consolidated financial statements of WildHorse as of and for the nine months ended September 30, 2018, included in WildHorse s Quarterly Report on Form 10-Q for the quarter ended September 30, 2018 and incorporated by reference into this document;

the unaudited pro forma condensed consolidated statement of operations of WildHorse for the nine months ended September 30, 2018, included in WildHorse s Form 8-K dated November 14, 2018 and incorporated by reference into this document;

the unaudited pro forma condensed consolidated statement of operations of WildHorse for the year ended December 31, 2017, included in WildHorse s Form 8-K dated April 18, 2018 and incorporated by reference into this document;

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the unaudited pro forma condensed consolidated financial statements of Chesapeake as of and for the nine months ended September 30, 2018 and for the year ended December 31, 2017, included in Chesapeake s Form 8-K/A dated November 2, 2018 and incorporated by reference into this document;

other information relating to Chesapeake and WildHorse contained in or incorporated by reference into this document, which is described in the sections entitled *Selected Historical Consolidated Financial Data of Chesapeake, Selected Historical Consolidated Financial Data of WildHorse and Where You Can Find More Information* beginning on pages 37, 39 and 215, respectively; and

the risk factors described in the section entitled *Risk Factors* beginning on page 45.

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CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET

SEPTEMBER 30, 2018

(IN MILLIONS)

	Chesapeake Pro Forma	WildHorse Historical	Reclass Adjustments	Pro Forma Adjustments	Debt Redemption	Chesapeake Pro Forma Combined
CURRENT ASSETS:						
Cash and cash equivalents	$ 1,872	$ 2	$	$ (397)(b)	$ (1,477) (j)	$
Accounts receivable, net	1,051	111				1,162
Other current assets	180	6				186
Total Current Assets	3,103	119		(397)	(1,477)	1,348
PROPERTY AND EQUIPMENT:						
Oil and natural gas properties, at cost based on full cost accounting:						
Proved oil and natural gas properties	69,031		2,572 (a)	79 (c)		71,256
				(426)(d)		
Unproved properties	2,392		699 (a)	1,327 (c)		4,418
Other property and equipment	1,765		79 (a)			1,844
Total Property and Equipment, at Cost	73,188		3,350	980		77,518
Less: accumulated depreciation, depletion and amortization	(64,485)		(426)(a)	426 (d)		(64,485)
Property and equipment held for sale, net	47					47
Total Property and Equipment, Net	8,750		2,924	1,406		13,080
Oil and natural gas properties, at cost based						

on successful efforts accounting:						
Oil and gas properties		3,271	(3,271)(a)			
Other property and equipment		79	(79)(a)			
Accumulated depreciation, depletion and amortization		(426)	426 (a)			
Total Property and Equipment, Net		2,924	(2,924)			
LONG-TERM ASSETS:						
Derivative instruments		1				1
Debt issuance costs		3	(3)(a)			
Other long-term assets	247	18	3 (a)	(3)(e)		265
TOTAL ASSETS	$ 12,100	$ 3,065	$	$ 1,006	$ (1,477)	$ 14,694
CURRENT LIABILITIES:						
Accounts payable	$ 670	$ 66				$ 736
Current maturities of long-term debt, net	432					432
Accrued interest	126					126
Short-term derivative liabilities	310	132				442
Accrued liabilities		170	(170)(a)			
Other current liabilities	1,437		170 (a)	48 (f)		1,655
Total Current Liabilities	2,975	368		48		3,391
LONG-TERM LIABILITIES:						
Long-term debt, net	9,380	1,086		6 (b) 36 (g)	(1,823) (j)	8,685
Long-term derivative liabilities	28	82				110
Deferred tax liabilities		44		(44)(c)		
Asset retirement obligations, net of current portion	154	8				162
Other long-term liabilities	152	1				153
Total Long-Term Liabilities	9,714	1,221		(2)	(1,823)	9,110
Preferred stock		448		(448)(h)		

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	Chesapeake Pro Forma	WildHorse Historical	Reclass Adjustments	Pro Forma Adjustments	Debt Redemption	Chesapeake Pro Forma Combined
EQUITY:						
Chesapeake Stockholders Equity (Deficit):						
Preferred stock	1,671					1,671
Common stock	9	1		(1)(h)		16
				7 (i)		
Additional paid-in capital	14,394	1,146		(1,146)(h)		16,560
				2,166 (i)		
Accumulated deficit	(16,723)	(119)		119 (h)	346 (j)	(16,114)
				(48)(f)		
				311 (c)		
Accumulated other comprehensive loss	(32)					(32)
Less: treasury stock, at cost	(31)					(31)
Total Chesapeake Stockholders Equity (Deficit)	(712)	1,028		1,408	346	2,070
Noncontrolling interests	123					123
Total Equity (Deficit)	(589)	1,028		1,408	346	2,193
TOTAL LIABILITIES AND EQUITY	$ 12,100	$ 3,065	$	$ 1,006	$ (1,477)	$ 14,694

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CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS

FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2018

(IN MILLIONS)

	Chesapeake Pro Forma	WildHorse Pro Forma	Reclass Adjustments	Pro Forma Adjustments	Debt Redemption	Chesapeake Pro Forma Combined
REVENUES:						
Oil, natural gas and NGL	$ 2,708	$	$ 679 (a)	$	$	$ 3,163
			(224)(a)			
Oil sales		624	(624)(a)			
Natural gas sales		24	(24)(a)			
NGL sales		31	(31)(a)			
Marketing	3,422					3,422
Total Revenues	6,130	679	(224)			6,585
OPERATING EXPENSES:						
Oil, natural gas and NGL production	385	39				424
Oil, natural gas and NGL gathering, processing and transportation	805	4				809
Production taxes	87	37				124
Marketing	3,487					3,487
General and administrative	229	43	14 (a)			286
Incentive unit compensation expense		14	(14)(a)			
Restructuring and other termination costs	38					38
Provision for legal contingencies, net	17					17
Oil, natural gas and NGL depreciation, depletion and amortization	739	199	(1)(a)	(198)(d)		924
				185 (k)		
Depreciation and amortization of other assets	53		1 (a)			54
Impairments	51					51
Exploration expense		20		(20)(l)		

Other operating (income) expense	(1)	1			
Net losses on sales of fixed assets	7				7
Total Operating Expenses	5,897	357		(33)	6,221
INCOME FROM OPERATIONS	233	322	(224)	33	364

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	Chesapeake Pro Forma	WildHorse Pro Forma	Reclass Adjustments	Pro Forma Adjustments	Debt Redemption	Chesapeake Pro Forma Combined
OTHER INCOME (EXPENSE):						
Interest expense	(400)	(41)			13(p)	(428)
Loss on derivative instruments		(224)	224(a)			
Gains on investments	139					139
Losses on purchases or exchanges of debt	(68)					(68)
Other income	63					63
Total Other Expense	(266)	(265)	224		13	(294)
INCOME (LOSS) BEFORE INCOME TAXES	(33)	57		33	13	70
Income tax expense (benefit)	(8)	16		(16)(m)		(8)
NET INCOME (LOSS)	(25)	41		49	13	78
Net income attributable to noncontrolling interests	(3)					(3)
NET INCOME (LOSS) ATTRIBUTABLE TO CHESAPEAKE	(28)	41		49	13	75
Preferred stock dividends	(69)	(22)		22(h)		(69)
Earnings allocated to participating securities		(5)		5(n)		
NET INCOME (LOSS) AVAILABLE TO COMMON STOCKHOLDERS	$ (97)	$ 14	$	$ 76	$ 13	$ 6
EARNINGS (LOSS) PER COMMON SHARE:						
Basic	$ (0.11)					$
Diluted	$ (0.11)					$
WEIGHTED AVERAGE COMMON AND COMMON EQUIVALENT SHARES OUTSTANDING (in millions):						
Basic	909			717(o)		1,626
Diluted	909			717(o)		1,626

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CHESAPEAKE ENERGY CORPORATION AND SUBSIDIARIES

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2017

(IN MILLIONS)

	Chesapeake Pro Forma	WildHorse Pro Forma	Reclass Adjustments	Pro Forma Adjustments	Debt Redemption	Chesapeake Pro Forma Combined
REVENUES:						
Oil, natural gas and NGL	$ 4,133	$	$ 425 (a)	$	$	$ 4,498
			(60)(a)			
Oil sales		382	(382)(a)			
Natural gas sales		18	(18)(a)			
NGL sales		25	(25)(a)			
Marketing	4,094					4,094
Total Revenues	8,227	425	(60)			8,592
OPERATING EXPENSES:						
Oil, natural gas and NGL production	525	39				564
Oil, natural gas and NGL gathering, processing and transportation	1,150	12				1,162
Production taxes	83	24				107
Marketing	4,189					4,189
General and administrative	262	42				304
Provision for legal contingencies, net	(38)					(38)
Oil, natural gas and NGL depreciation, depletion and amortization	794	149	(2)(a)	(147)(d)		934
				140 (k)		
Depreciation and amortization of other assets	80		2 (a)			82
Impairments	416					416
Exploration expense		29		(29) (l)		
Other operating expense	5					5
Net gains on sales of fixed assets	(3)					(3)

Total Operating Expenses	7,463	295		(36)	7,722
INCOME FROM OPERATIONS	764	130	(60)	36	870
OTHER INCOME (EXPENSE):					