

Gene D. Yost & Son Inc.  
Form 424B2  
May 22, 2008  
**Table of Contents**

**Filed pursuant to Rule 424(b)(2)**  
**SEC File No. 333-151011**

**CALCULATION OF REGISTRATION FEE**

| <b>Title of Each Class of<br/>Securities Offered</b> | <b>Amount to be<br/>Registered(1)</b> | <b>Offering Price</b> | <b>Amount of<br/>Registration Fee(2)</b> |
|--|---------------------------------------|-----------------------|--|
| Contingent Convertible Senior Notes                  | \$ 1,380,000,000                      | \$ 1,380,000,000      | \$ 54,234.00                             |

- (1) Includes \$180,000,000 principal amount of notes that may be purchased by the underwriters pursuant to their option to purchase additional notes to cover over-allotments.
- (2) The registration fee, calculated in accordance with Rule 457(r), is being transmitted to the SEC on a deferred basis pursuant to Rule 456(b).

**Table of Contents**

PROSPECTUS SUPPLEMENT

(TO PROSPECTUS DATED MAY 19, 2008)

**\$1,200,000,000**

**2.25% Contingent Convertible Senior Notes due 2038**

The notes are convertible, at your option, prior to the maturity date into cash and, if applicable, shares of our common stock in the following circumstances:

prior to December 15, 2036, during specified periods if the Closing Sale Price of our common stock exceeds the threshold described herein;

on or after December 15, 2036, at all times;

during specified periods if the trading price of the notes is below the threshold described herein;

if we have called the particular notes for redemption and the redemption has not yet occurred; or

upon the occurrence of specified corporate transactions.

The Base Conversion Price per share is \$85.89, which represents a Base Conversion Rate of approximately 11.6428 shares of common stock per \$1,000 principal amount of notes. If, at the time of conversion, the Applicable Stock Price is less than or equal to the Base Conversion Price, the Applicable Conversion Rate will be equal to the Base Conversion Rate, as it may be adjusted. If the Applicable Stock Price is greater than the Base Conversion Price, then the Applicable Conversion Rate will be increased pursuant to the formula described in this prospectus supplement.

Subject to certain exceptions described in Description of Notes, at the time notes are tendered for conversion, the amount of cash and shares of our common stock, if any, to be received by a holder will be based on the Applicable Conversion Rate and the Closing Sale Price of our common stock on each of the 20 trading days in a specified period.

Our common stock is listed on the New York Stock Exchange under the symbol CHK. On May 20, 2008, the closing sale price of our common stock on the New York Stock Exchange was \$57.26 per share.

The notes will bear interest at a fixed annual rate of 2.25%, payable semi-annually on June 15 and December 15 of each year, commencing December 15, 2008. In addition, we will pay contingent interest during any six-month interest period, beginning with the six-month period ending June 14, 2019, under certain conditions.

The notes will mature on December 15, 2038. We may redeem the notes, in whole at any time, or in part from time to time, on or after December 15, 2018 at a redemption price, payable in cash, of 100% of the principal amount of the notes, plus accrued and unpaid interest. Holders may require us to repurchase all or a portion of their notes on December 15, 2018, 2023, 2028 and 2033 at 100% of the principal amount of the notes, plus accrued and unpaid interest, payable in cash. Upon a fundamental change, as defined in the indenture governing the notes, holders may require us to repurchase all or a portion of their notes at a price of 100%

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of the principal amount of the notes, plus accrued and unpaid interest, payable in cash.

The notes will be treated as contingent payment debt instruments that will be subject to special U.S. federal income tax rules. For discussion of the special tax rules governing contingent payment debt instruments, see [Material U.S. Federal Income Tax Considerations](#).

The notes will be senior unsecured obligations of Chesapeake and will rank equally in right of payment with all of Chesapeake's existing and future senior debt and senior to any subordinated debt that it may incur. The notes will be guaranteed by each of our existing subsidiaries, other than certain de minimis subsidiaries, and by certain of our future subsidiaries on a senior unsecured basis. The notes will be effectively subordinated to the existing and future secured debt and other secured obligations of Chesapeake and the subsidiary guarantors, including debt under our revolving bank credit facility, to the extent of the value of the assets securing such debt. The notes will also be effectively subordinated to the debt of any non-guarantor subsidiaries.

Investing in our notes involves risks. See [Risk Factors](#) on page S-13.

|          | <b>Price to Public(1)</b> | <b>Underwriting Discounts<br/>and Commissions</b> | <b>Proceeds to Chesapeake<br/>Energy(1)</b> |
|----------|---------------------------|---|---|
| Per Note | 100%                      | 2.25%   | 97.75%                                      |
| Total    | \$1,200,000,000           | \$27,000,000                                      | \$1,173,000,000                             |

(1) Before expenses and plus accrued interest, if any, from May 27, 2008.

We have granted the underwriters a 13-day option to purchase up to an additional \$180 million in aggregate principal amount of the notes from us on the same terms and conditions as set forth above to cover over-allotments.

Delivery of the notes in book-entry form only will be made on or about May 27, 2008.

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

*Joint Book-Running Managers*

**Banc of America Securities LLC**  
**Barclays Capital**

**Credit Suisse**

**Goldman, Sachs & Co.**

**UBS Investment Bank**

**Calyon Securities (USA) Inc.  
Lehman Brothers  
Wachovia Securities**

*Senior Co-Managers*  
**Deutsche Bank Securities  
Morgan Stanley**

**JPMorgan  
RBS Greenwich Capital  
Wells Fargo Securities**

**BBVA Securities  
BOSC, Inc.  
Natixis Bleichroeder Inc.  
TD Securities**

*Co-Managers*  
**BMO Capital Markets  
Comerica Securities  
Scotia Capital  
UMB Financial Services, Inc.**

**BNP PARIBAS  
Fortis Securities LLC  
SunTrust Robinson Humphrey  
Wedbush Morgan Securities Inc.**

The date of this prospectus supplement is May 20, 2008.

**Table of Contents**

**TABLE OF CONTENTS**

**Prospectus Supplement**

|  | <b>Page</b> |
|--|-------------|
| <u>Notice to Investors</u>                             | S-ii        |
| <u>Notice to New Hampshire Residents</u>               | S-ii        |
| <u>Prospectus Supplement Summary</u>                   | S-1         |
| <u>Risk Factors</u>                                    | S-13        |
| <u>Use of Proceeds</u>                                 | S-23        |
| <u>Capitalization</u>                                  | S-24        |
| <u>Price Range of Common Stock</u>                     | S-26        |
| <u>Dividend Policy</u>                                 | S-27        |
| <u>Description of Notes</u>                            | S-28        |
| <u>Description of Certain Other Indebtedness</u>       | S-54        |
| <u>Material U.S. Federal Income Tax Considerations</u> | S-57        |
| <u>Underwriting</u>                                    | S-65        |
| <u>Where You Can Find More Information</u>             | S-70        |
| <u>Forward-Looking Statements</u>                      | S-71        |
| <u>Legal Matters</u>                                   | S-72        |
| <u>Experts</u>   | S-72        |

**Prospectus**

|  | <b>Page</b> |
|--|-------------|
| Forward-Looking Statements                         | 1           |
| Where You Can Find More Information                | 2           |
| Use of Proceeds                                    | 3           |
| Ratio of Earnings to Fixed Charges                 | 3           |
| Description of Chesapeake Convertible Senior Notes | 3           |
| Legal Matters                                      | 3           |
| Experts  | 3           |

You should rely only on the information contained in or incorporated by reference in this prospectus supplement, the accompanying prospectus or any free writing prospectus that we may provide to you. We have not authorized anyone to provide you with different or additional information. Further, you should not assume that the information contained in or incorporated by reference in this prospectus supplement or the accompanying prospectus is accurate as of any date other than the dates of this prospectus or the accompanying prospectus or that any information we have incorporated by reference is accurate as of any date other than the date of the document incorporated by reference.

This document is in two parts. The first part is this prospectus supplement, which describes the terms of this offering of notes and certain terms of the notes and the guarantees. The second part is the accompanying prospectus, which gives more general information. If the information varies between this prospectus supplement and the accompanying prospectus, you should rely on the information in this prospectus supplement.

**Table of Contents**

**NOTICE TO INVESTORS**

Neither the Securities and Exchange Commission (the SEC), any state securities commission nor any other U.S. regulatory authority has approved or disapproved of the securities offered hereby nor has any of the foregoing authorities passed upon the accuracy or adequacy of this prospectus supplement and the accompanying prospectus or endorsed the merits of this offering. Any representation to the contrary is a criminal offense.

This prospectus supplement and the accompanying prospectus do not offer to sell or ask for offers to buy any of the securities in any jurisdiction where it is unlawful, where the person making the offer is not qualified to do so, or to any person who can not legally be offered the securities.

In making an investment decision, prospective investors must rely on their own examination of the company and the terms of the offering, including the merits and risks involved. Prospective investors should not construe anything in this prospectus supplement and the accompanying prospectus as legal, business or tax advice. Each prospective investor should consult its own advisors as needed to make its investment decision and to determine whether it is legally permitted to purchase the securities under applicable legal investment, or similar laws or regulations.

This prospectus supplement and the accompanying prospectus contain summaries believed to be accurate with respect to certain documents, but reference is made to the actual documents for complete information. All such summaries are qualified in their entirety by such reference. Copies of documents referred to herein will be made available to prospective investors upon request to us.

**NOTICE TO NEW HAMPSHIRE RESIDENTS**

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES ( RSA 421-B ) WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF THE STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

**Table of Contents**

**PROSPECTUS SUPPLEMENT SUMMARY**

*This summary highlights selected information from this prospectus supplement and the accompanying prospectus but may not contain all information that may be important to you. This prospectus supplement and the accompanying prospectus include specific terms of this offering, information about our business and financial data. We encourage you to read this prospectus supplement, the accompanying prospectus and the documents incorporated herein and therein in their entirety before making an investment decision. Unless otherwise indicated, this prospectus supplement assumes no exercise of the underwriters' option to purchase additional notes.*

**Chesapeake**

We are the third largest producer of natural gas in the United States. We own interests in approximately 39,200 producing natural gas and oil wells that are currently producing approximately 2.3 billion cubic feet equivalent, or bcfе, per day, 92% of which is natural gas. Our strategy is focused on discovering, acquiring and developing conventional and unconventional natural gas reserves onshore in the U.S., east of the Rocky Mountains.

Our most important operating area has historically been the *Mid-Continent region* of Oklahoma, Arkansas, southwestern Kansas and the Texas Panhandle. At March 31, 2008, 47% of our estimated proved natural gas and oil reserves were located in the Mid-Continent region. During the past five years, we have also built significant positions in various conventional and unconventional plays in the *Fort Worth Basin* in north-central Texas; the *Appalachian Basin*, principally in West Virginia, eastern Kentucky, eastern Ohio, Pennsylvania and southern New York; the *Permian and Delaware Basins* of West Texas and eastern New Mexico; the *Ark-La-Tex* area of East Texas and northern Louisiana, including our new Haynesville Shale discovery in northwestern Louisiana; and the *South Texas and Texas Gulf Coast regions*. We have established a top-three position in nearly every major unconventional play onshore in the U.S. east of the Rockies, including the Fort Worth Barnett Shale, the Arkansas Fayetteville Shale, the Louisiana Haynesville Shale, the Appalachian Basin Devonian and Marcellus Shales, the West Texas Delaware Basin Barnett and Woodford Shales, and the Alabama Conasauga and Chattanooga Shales.

Chesapeake began 2008 with estimated proved reserves of 10.879 trillion cubic feet equivalent, or tcfе and ended the first quarter of 2008 with 11.480 tcfе, an increase of 601 bcfе, or 6%. Of our 11.480 tcfе of proved reserves, 93% were natural gas and all were onshore. During the first quarter of 2008, we replaced 204 bcfе of production with an internally estimated 805 bcfе of new proved reserves, for a reserve replacement rate of 395%. Reserve replacement through the drillbit was 798 bcfе, or 391% of production (including 365 bcfе of positive performance revisions and 112 bcfе of positive revisions resulting from natural gas and oil price increases between December 31, 2007 and March 31, 2008).

During the first quarter of 2008, Chesapeake continued the industry's most active drilling program and drilled 478 gross (400 net) operated wells and participated in another 422 gross (48 net) wells operated by other companies. The company's drilling success rate was 100% for company-operated wells and 98% for non-operated wells. Also during the first quarter of 2008, we invested \$1.182 billion in operated wells (using an average of 140 operated rigs) and \$192 million in non-operated wells (using an average of 93 non-operated rigs). Total costs incurred in natural gas and oil acquisition, exploration and development activities during the first quarter, including seismic, unproved properties, leasehold, capitalized interest and internal costs, non-cash tax basis step-up and asset retirement obligations, were \$2.2 billion.

We have increased our production for 18 consecutive years and 27 consecutive quarters. During these 27 quarters, Chesapeake's U.S. production has increased 467% for an average compound quarterly growth rate of

**Table of Contents**

6.6% and an average compound annual growth rate of 29.2%. Daily production for the 2008 first quarter averaged 2.244 bcf, an increase of 537 mmcf, or 31%, over the 1.707 bcf produced per day in the 2007 first quarter. Adjusted for the company's year-end 2007 volumetric production payment sale, Chesapeake's year-over-year production growth rate was 35%. Daily production for 2007 averaged 1.957 bcf, an increase of 372 mmcf, or 23%, over the 1.585 bcf produced per day in 2006.

Our executive offices are located at 6100 North Western Avenue, Oklahoma City, Oklahoma 73118, and our telephone number is (405) 848-8000.

**Recent Developments**

**Concurrent public offering**

On May 20, 2008, we priced a separate public offering of \$800 million in aggregate principal amount of 7.25% Senior Notes due 2018. This prospectus supplement shall not be deemed an offer to sell or solicitation of an offer to buy any of those senior notes. There is no assurance that the public offering of senior notes will be completed or, if completed, that it will be completed for the amount contemplated. Neither this offering nor the offering of senior notes is contingent on the other.



**Table of Contents**

**The Offering**

The summary below describes the principal terms of the notes. Some of the terms and conditions described below are subject to important limitations and exceptions. The Description of Notes section of this prospectus supplement contains a more detailed description of the terms and conditions of the notes.

|                     |  |
|---------------------|--|
| Issuer              | Chesapeake Energy Corporation.   |
| Notes Offered       | \$1,200,000,000 in aggregate principal amount of 2.25% Contingent Convertible Senior Notes due 2038; \$1,380,000,000 if the underwriters exercise their over-allotment option in full.   |
| Maturity Date       | December 15, 2038.   |
| Interest            | Interest on the notes will accrue at an annual rate of 2.25%. Interest will be paid semi-annually in arrears on June 15 and December 15 of each year, commencing December 15, 2008.  |
| Contingent Interest | We will pay additional interest, referred to in this prospectus supplement as contingent interest, during any six-month period from June 15 to December 14 or from December 15 to June 14, commencing with the six-month period ending June 14, 2019, if the average trading price of the notes for the five trading-day period ending on the third day immediately preceding the relevant six-month period equals or exceeds 120% of the principal amount of the notes. The amount of contingent interest payable per note in respect of any six-month period will be equal to 0.50% per annum of the average trading price per \$1,000 principal amount of the notes during the applicable five trading-day period. See Description of Notes Contingent Interest.  |
| Conversion Rights   | <p>Under the circumstances discussed below, you may surrender the notes for conversion, in whole or in part, into cash and, if applicable, shares of our common stock at any time on or before the close of business on December 15, 2038, unless the notes have been previously redeemed or repurchased. You may convert your notes only in the following circumstances:</p> <p>prior to December 15, 2036, during any calendar quarter (and only during such calendar quarter) commencing after the Issue Date, if the Closing Sale Price of our common stock for at least 20 trading days during the period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than 125% of the Base Conversion Price on such last trading day;</p> <p>on or after December 15, 2036, at all times;</p> <p>during the five consecutive business-day period following any five consecutive trading-day period in which the trading price for the notes for each such trading day</p> |

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was less than 95% of the product of the average of the Closing Sale Prices of our common stock during such five trading-day period and the Applicable Conversion Rate;

S-3

**Table of Contents**

if we have called the particular notes for redemption and the redemption has not yet occurred; or

upon the occurrence of specified corporate transactions described under Description of Notes Conversion Rights Conversion Upon Specified Corporate Transactions.

Conversion Rate

The Applicable Conversion Rate will be determined as follows:

If the Applicable Stock Price is less than or equal to the Base Conversion Price, then the Applicable Conversion Rate will be a number of shares of our common stock equal to the Base Conversion Rate.

If the Applicable Stock Price is greater than the Base Conversion Price, then the Applicable Conversion Rate will be determined in accordance with the following formula:

$$\text{Base Conversion Rate} + \left[ \frac{(\text{Applicable Stock Price} - \text{Base Conversion Price}) \times \text{Incremental Share Factor}}{\text{Applicable Stock Price}} \right]$$

The Base Conversion Price is \$85.89, subject to adjustment as described under Description of Notes Conversion Rights Conversion Price Adjustments.

The Base Conversion Rate per \$1,000 principal amount of notes is a number of shares of common stock (approximately 11.6428) determined by dividing \$1,000 by the Base Conversion Price.

The Incremental Share Factor is 5.8214, subject to the same proportional adjustment as the Base Conversion Rate, in each case based upon adjustments to the Base Conversion Price.

The Applicable Stock Price is equal to the average of the Closing Sale Prices of our common stock over the applicable Cash Settlement Averaging Period.

In addition, following certain corporate transactions that occur on or prior to December 15, 2018 and that also constitute a fundamental change (as defined in this prospectus supplement), we will increase the Applicable Conversion Rate for a holder who elects to convert its notes in connection with such corporate transactions in certain circumstances. See Description of Notes Conversion Rights Adjustment to Shares Delivered Upon Conversion Upon Certain Changes of Control. If such fundamental change also constitutes a public acquirer change of control (as defined in this prospectus supplement), we may, in lieu of increasing the Applicable Conversion Rate as described above, elect to adjust the related conversion obligation so that the notes are convertible into shares of the acquiring or surviving company. See Description of Notes Conversion Rights Conversion Upon a Public Acquirer Change of Control.

Conversion Settlement

Once the notes are tendered for conversion, we will deliver to you in respect of each \$1,000 principal amount of notes surrendered for

S-4

**Table of Contents**

conversion a Settlement Amount equal to the sum of the Daily Settlement Amounts for each of the 20 consecutive trading days during the applicable Cash Settlement Averaging Period.

The Daily Settlement Amount, for each of the 20 consecutive trading days during a Cash Settlement Averaging Period, shall consist of:

cash equal to the lesser of \$50 and the Daily Conversion Value; and

to the extent the Daily Conversion Value exceeds \$50, a number of shares equal to (A) the difference between the Daily Conversion Value and \$50, divided by (B) the Closing Sale Price of our common stock for such day.

The Daily Conversion Value means, for each of the 20 consecutive trading days during a Cash Settlement Averaging Period, one-twentieth (1/20) of the product of (1) the Applicable Conversion Rate on such day and (2) the Closing Sale Price of our common stock on such day.

The Cash Settlement Averaging Period with respect to any note being converted means the 20 consecutive trading-day period beginning on and including the second trading day after a notice of conversion in respect of such note is delivered to the conversion agent, except that with respect to any notice of conversion received after the date of issuance of a notice of redemption as described under Description of Notes Optional Redemption of the Notes, the Cash Settlement Averaging Period means the 20 consecutive trading days beginning on and including the day which is the twenty-third scheduled trading day prior to the applicable redemption date.

We will deliver the Settlement Amount to you on the third business day immediately following the last day of the Cash Settlement Averaging Period in respect of such tendered notes.

**Guarantees**

The notes will be unconditionally guaranteed, jointly and severally, by (i) each of our existing subsidiaries, other than certain de minimis subsidiaries, and (ii) each of our future subsidiaries that guarantees any other indebtedness of us or a subsidiary guarantor in excess of \$5 million. The guarantee will be released if we dispose of the subsidiary guarantor or it ceases to guarantee certain other indebtedness of us or any other subsidiary guarantor.

**Ranking**

The notes will be unsecured and will rank equally in right of payment to all of our existing and future senior indebtedness. The notes will rank senior in right of payment to all of our future subordinated indebtedness. The notes will be effectively subordinated to our and our guarantor subsidiaries' existing and future secured debt and other secured obligations, including debt under our revolving bank credit facility, to the extent of the value of the assets securing such debt. The notes will also be effectively subordinated to the debt of any non-guarantor subsidiaries. Please read Description of Notes Ranking.



**Table of Contents**

As of March 31, 2008, we had approximately \$12.3 billion in principal amount of senior indebtedness outstanding, \$3.2 billion of which was indebtedness under our secured revolving bank credit facility. Upon completion of this offering, the concurrent senior notes offering and the ultimate application of net proceeds therefrom as described under Use of Proceeds, and giving effect to our April 2, 2008 common stock offering described under Capitalization, on a pro forma basis as of March 31, 2008, we would have had approximately \$11.3 billion in principal amount of senior indebtedness outstanding, \$506 million of which would have been secured. As of May 20, 2008, we had outstanding borrowings of \$3.4 billion under our revolving bank credit facility.

Optional Redemption

We may redeem the notes, in whole at any time, or in part from time to time, on or after December 15, 2018 at a redemption price, payable in cash, of 100% of the principal amount of the notes, plus accrued and unpaid interest (including contingent interest, if any) up to but not including the date of redemption. See Description of Notes Optional Redemption of the Notes.

Repurchase of Notes at the Option of the Holder

You may require us to repurchase all or a portion of your notes on December 15, 2018, 2023, 2028 and 2033 at 100% of the principal amount of the notes, plus accrued and unpaid interest (including contingent interest, if any), up to but not including the date of repurchase, payable in cash. See Description of Notes Repurchase of Notes at the Option of the Holder.

Right to Require Repurchase of Notes Upon a Fundamental Change

If a fundamental change, as that term is defined in Description of Notes Right to Require Repurchase of Notes Upon a Fundamental Change, occurs, you may require that we repurchase your notes on the date fixed by us that is not less than 30 days nor more than 45 days after we give notice of the fundamental change. We will repurchase the notes for an amount equal to 100% of the principal amount of the notes, plus accrued and unpaid interest (including contingent interest, if any) up to but not including the date of repurchase, payable in cash. See Description of Notes Right to Require Repurchase of Notes Upon a Fundamental Change.

Sinking Fund

None.

Use of Proceeds

We expect the net proceeds to us from this offering, after deducting the underwriting discount and estimated expenses of the offering, to be approximately \$1.173 billion. We intend to use the net proceeds from this offering, together with the net proceeds from our concurrent public offering of senior notes, to fund the redemption of our 7.75% Senior Notes due 2015, to temporarily repay indebtedness outstanding under our revolving bank credit facility and for general corporate purposes. Affiliates of the underwriters in this offering are lenders under our revolving bank credit facility and will receive a substantial portion of the proceeds from this offering. See Use of Proceeds.

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**Table of Contents**

Material U.S. Federal Income Tax Considerations

For U.S. federal income tax purposes, the notes will be treated as indebtedness subject to the special regulations governing contingent payment debt instruments, which we refer to as the contingent payment debt regulations. Pursuant to the contingent payment debt regulations, a U.S. Holder (as defined under Material U.S. Federal Income Tax Considerations U.S. Holders ) will generally be required to accrue interest income on the notes, subject to certain adjustments, at a rate of 8.0%, compounded semi-annually, regardless of whether the holder uses the cash or accrual method of tax accounting. Accordingly, U.S. Holders will generally be required to include interest in taxable income in each year in excess of any interest payments (whether fixed or contingent) actually received in that year. For this purpose, a conversion of the notes will be treated as the receipt of a contingent payment with respect to the notes, which may produce an adjustment to a U.S. holder's interest accruals. Under the contingent payment debt regulations, gain recognized upon a sale, exchange, or redemption of a note will generally be treated as ordinary interest income; loss will generally be ordinary loss to the extent of interest previously included in income, and thereafter capital loss.

In addition, the conversion rate for the notes will be adjusted in certain circumstances, as described under Description of Notes Conversion Rights General and Description of Notes Conversion Rights Conversion Price Adjustments. Such adjustments (or failure to make adjustments) that have the effect of increasing your proportionate interest in our assets or earnings may in some circumstances result in a deemed distribution to you, notwithstanding the fact that you do not receive a cash payment. Any deemed distribution will be taxable as a dividend, return of capital, or capital gain in accordance with the tax rules applicable to corporate distributions. Deemed dividends received by U.S. Holders may not be eligible for the reduced rates of tax applicable to qualified dividend income or to the dividends received deduction generally available to U.S. corporations, and deemed dividends received by Non-U.S. Holders (as defined under Material U.S. Federal Income Tax Considerations Non-U.S. Holders ) may be subject to United States federal gross income and withholding tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. Because any deemed distributions resulting from certain adjustments, or failures to make adjustments, to the conversion rate described under Material U.S. Federal Income Tax Considerations Non-U.S. Holders Dividends on Common Stock and Constructive Distributions will not give rise to any cash from which any applicable United States federal withholding tax can be satisfied, the indenture provides that we (or a third party withholding agent) may set off any withholding tax that we (or such third party) are required to collect with respect to any such deemed distribution against cash payments of interest or from cash or shares of our



**Table of Contents**

common stock deliverable to a holder upon a conversion, redemption or repurchase of a note. See Material U.S. Federal Income Tax Considerations.

Book-Entry, Delivery and Form

Initially, the notes will be represented by one or more permanent global certificates in definitive, fully registered form deposited with a custodian for, and registered in the name of, a nominee of The Depository Trust Company.

Common Stock

Our common stock is listed for trading on the NYSE under the symbol CHK.

**Risk Factors**

You should carefully consider all information in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein. In particular, you should evaluate the specific risk factors set forth in the section entitled Risk Factors in this prospectus supplement for a discussion of risks relating to an investment in the notes.

**Table of Contents****Summary Consolidated Financial Data**

The following tables set forth summary consolidated financial data as of and for each of the three years ended December 31, 2007, 2006 and 2005 and the three months ended March 31, 2008 and 2007. This data was derived from our audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2007 and from our unaudited condensed consolidated financial statements included in our Quarterly Report on Form 10-Q for the three months ended March 31, 2008, each of which is incorporated by reference herein. The financial data below should be read together with, and is qualified in its entirety by reference to, our historical consolidated financial statements and the accompanying notes and the Management's Discussion and Analysis of Financial Condition and Results of Operations which are set forth in such Annual Report on Form 10-K and Quarterly Report on Form 10-Q.

|  | <b>Year Ended<br/>December 31,</b>      |             |             | <b>Three Months<br/>Ended<br/>March 31,</b> |             |
|--|---|-------------|-------------|---|-------------|
|  | <b>2007</b>                             | <b>2006</b> | <b>2005</b> | <b>2008</b>                                 | <b>2007</b> |
|  | (\$ in millions, except per share data) |             |             |   |             |
| <b>Statement of Operations Data:</b>                         |   |             |             |   |             |
| Revenues:  |   |             |             |   |             |
| Natural gas and oil sales                                    | \$ 5,624                                | \$ 5,619    | \$ 3,273    | \$ 773                                      | \$ 1,125    |
| Natural gas and oil marketing sales                          | 2,040                                   | 1,577       | 1,392       | 796   | 422         |
| Service operations revenue                                   | 136                                     | 130         |             | 42  | 33          |
| Total revenues   | 7,800                                   | 7,326       | 4,665       | 1,611                                       | 1,580       |
| Operating costs:   |   |             |             |   |             |
| Production expenses  | 640                                     | 490         | 317         | 201   | 142         |
| Production taxes   | 216                                     | 176         | 208         | 75  | 42          |
| General and administrative expenses                          | 243                                     | 139         | 64          | 79  | 52          |
| Natural gas and oil marketing expenses                       | 1,969                                   | 1,522       | 1,358       | 774   | 407         |
| Service operations expense                                   | 94                                      | 68          |             | 35  | 22          |
| Natural gas and oil depreciation, depletion and amortization | 1,835                                   | 1,359       | 894         | 515   | 393         |
| Depreciation and amortization of other assets                | 154                                     | 104         | 51          | 36  | 36          |
| Employee retirement expense                                  |   | 55          |             |   |             |
| Total operating costs  | 5,151                                   | 3,913       | 2,892       | 1,715                                       | 1,094       |
| Income (loss) from operations                                | 2,649                                   | 3,413       | 1,773       | (104)                                       | 486         |
| Other income (expense):                                      |   |             |             |   |             |
| Interest and other income                                    | 15                                      | 26          | 10          | (9)   | 9           |
| Interest expense   | (406)                                   | (301)       | (220)       | (101)                                       | (79)        |
| Gain on sale of investments                                  | 83                                      | 117         |             |   |             |
| Loss on repurchases or exchanges of Chesapeake senior notes  |   |             | (70)        |   |             |
| Total other income (expense)                                 | (308)                                   | (158)       | (280)       | (110)                                       | (70)        |
| Income (loss) before income taxes                            | 2,341                                   | 3,255       | 1,493       | (214)                                       | 416         |
| Income tax expense (benefit):                                |   |             |             |   |             |
| Current  | 29                                      | 5           |             |   |             |
| Deferred   | 861                                     | 1,247       | 545         | (82)  | 158         |
| Total income tax expense (benefit)                           | 890                                     | 1,252       | 545         | (82)  | 158         |
| Net Income (loss)  | 1,451                                   | 2,003       | 948         | (132)                                       | 258         |

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|  |           |          |          |           |         |
|--|-----------|----------|----------|-----------|---------|
| Preferred stock dividends                          | (94)      | (89)     | (42)     | (11)      | (26)    |
| Loss on conversion/exchange of preferred stock     | (128)     | (10)     | (26)     |           |         |
| Net income (loss) available to common shareholders | \$ 1,229  | \$ 1,904 | \$ 880   | \$ (143)  | \$ 232  |
| Earnings (loss) per common share basic             | \$ 2.69   | \$ 4.78  | \$ 2.73  | \$ (0.29) | \$ 0.51 |
| Earnings (loss) per common share assuming dilution | \$ 2.62   | \$ 4.35  | \$ 2.51  | \$ (0.29) | \$ 0.50 |
| Cash dividends declared per common share           | \$ 0.2625 | \$ 0.23  | \$ 0.195 | \$ 0.0675 | \$ 0.06 |

S-9

**Table of Contents**

|  | Year Ended December 31, |           |           | Three Months Ended March 31, |           |
|--|-------------------------|-----------|-----------|------------------------------|-----------|
|  | 2007                    | 2006      | 2005      | 2008                         | 2007      |
| (\$ in millions, except per share data)                                  |                         |           |           |                              |           |
| <b>Cash Flow Data:</b>   |                         |           |           |                              |           |
| Cash provided by operating activities:                                   | \$ 4,932                | \$ 4,843  | \$ 2,407  | \$ 1,498                     | \$ 977    |
| Cash used in investing activities  | 7,922                   | 8,942     | 6,921     | 2,675                        | 1,869     |
| Cash provided by financing activities                                    | 2,988                   | 4,042     | 4,567     | 1,177                        | 893       |
| <b>Other Financial Data:</b>   |                         |           |           |                              |           |
| Ratio of earnings (loss) to fixed charges(1)(2)                          | 4.2x                    | 7.3x      | 5.6x      | (0.5)x                       | 3.4x      |
| Ratio of earnings (loss) to fixed charges and preference dividends(1)(2) | 3.4x                    | 5.6x      | 4.6x      | (0.4)x                       | 2.7x      |
| Ratio of total debt to EBITDA  | 2.3x                    | 1.5x      | 2.1x      |                              |           |
| EBITDA(3)  | \$ 4,736                | \$ 5,019  | \$ 2,658  | \$ 438                       | \$ 924    |
| <b>Balance Sheet Data:</b>   |                         |           |           |                              |           |
| Total assets   | \$ 30,734               | \$ 24,417 | \$ 16,118 | \$ 33,462                    | \$ 25,732 |
| Long-term debt, net  | 10,950                  | 7,376     | 5,490     | 12,250                       | 8,371     |
| Stockholders' equity   | 12,130                  | 11,251    | 6,174     | 11,470                       | 11,077    |

- (1) For purposes of determining the ratios of earnings (loss) to fixed charges and earnings (loss) to fixed charges and preference dividends, earnings (loss) are defined as net income (loss) before income taxes, cumulative effect of accounting changes, pretax gain or loss on investment in equity investees in excess of distributed earnings, amortization of capitalized interest and fixed charges, less capitalized interest. Fixed charges consist of interest (whether expensed or capitalized and excluding the effect of unrealized gains or losses on interest rate derivatives), amortization of debt expenses and discount or premium relating to any indebtedness. Preference dividends consist of preferred stock dividends grossed up to reflect the pre-tax amount.
- (2) The ratio of earnings to fixed charges for the years ended December 31, 2003 and 2004 was 4.0x and 4.8x, respectively. The ratio of earnings to fixed charges and preference dividends for the years ended December 31, 2003 and 2004 was 3.3x and 3.7x, respectively. Earnings for the three months ended March 31, 2008 were insufficient to cover fixed charges by \$274 million due to unrealized losses of \$1.132 billion associated with mark-to-market changes in the value of outstanding hedging contracts accounted for under SFAS No. 133.
- (3) During the years ended December 31, 2007, 2006 and 2005 and the three months ended March 31, 2008 and 2007, we had unrealized gains (losses) of (\$375) million, \$496 million, \$41 million, (\$1.132) billion and (\$310) million, respectively, associated with mark-to-market changes in the value of outstanding hedging contracts accounted for under SFAS No. 133. EBITDA represents net income (loss) before income tax expense (benefit), interest expense, natural gas and oil depreciation, depletion and amortization and depreciation and amortization of other assets. EBITDA is presented as a supplemental financial measurement in the evaluation of our business. We believe that it provides additional information regarding our ability to meet our future debt service, capital expenditures and working capital requirements. This measure is widely used by investors and rating agencies in the valuation, comparison, rating and investment recommendations of companies. EBITDA is also a financial measurement that, with certain negotiated adjustments, is reported to our lenders pursuant to our revolving bank credit facility and is used in the financial covenants in our revolving bank credit facility and our senior note indentures. EBITDA is not a measure of financial performance under GAAP. Accordingly, it should not be considered as a substitute for net income, income from operations or cash flow provided by operating activities prepared in accordance with GAAP. EBITDA is reconciled to net income and cash provided by operating activities as follows:

|  | Year Ended December 31, |          |          | Three Months Ended March 31, |        |
|--|-------------------------|----------|----------|------------------------------|--------|
|  | 2007                    | 2006     | 2005     | 2008                         | 2007   |
| (\$ in millions)   |                         |          |          |                              |        |
| Net income (loss)  | \$ 1,451                | \$ 2,003 | \$ 948   | \$ (132)                     | \$ 258 |
| Income tax expense (benefit)                                 | 890                     | 1,252    | 545      | (82)                         | 158    |
| Interest expense   | 406                     | 301      | 220      | 101                          | 79     |
| Natural gas and oil depreciation, depletion and amortization | 1,835                   | 1,359    | 894      | 515                          | 393    |
| Depreciation and amortization of other assets                | 154                     | 104      | 51       | 36                           | 36     |
| EBITDA   | \$ 4,736                | \$ 5,019 | \$ 2,658 | \$ 438                       | \$ 924 |

**Table of Contents**

|  | Year Ended December 31, |          |          | Three Months Ended |        |
|--|-------------------------|----------|----------|--------------------|--------|
|  | 2007                    | 2006     | 2005     | 2008               | 2007   |
|  | (\$ in millions)        |          |          |                    |        |
| Cash provided by operating activities                        | \$ 4,932                | \$ 4,843 | \$ 2,407 | \$ 1,498           | \$ 977 |
| Changes in assets and liabilities                            | (325)                   | (798)    | 19       | 14                 | 147    |
| Interest expense   | 406                     | 301      | 220      | 101                | 79     |
| Unrealized gains (losses) on natural gas and oil derivatives | (375)                   | 496      | 41       | (1,132)            | (310)  |
| Other non-cash items   | 98                      | 177      | (29)     | (43)               | 31     |
| EBITDA   | \$ 4,736                | \$ 5,019 | \$ 2,658 | \$ 438             | \$ 924 |

**Summary Reserve Information**

The following table sets forth our estimated proved reserves and the present value of our proved reserves as of December 31, 2007 (based on our weighted average wellhead prices at December 31, 2007 of \$6.19 per mcf of natural gas and \$90.58 per barrel of oil). These prices were based on the cash spot prices for natural gas and oil at December 31, 2007.

|                                  | Natural<br>Gas<br>(mmcf) | Oil<br>(mdbl) | Natural<br>Gas<br>Equivalent<br>(mmcfe) | Percent of<br>Proved<br>(Reserves) | Present<br>Value<br>(\$ in millions) |
|----------------------------------|--------------------------|---------------|---|------------------------------------|--------------------------------------|
| Mid-Continent                    | 4,723,987                | 66,256        | 5,121,522                               | 47%                                | \$ 11,050                            |
| Barnett Shale                    | 2,062,476                | 102           | 2,063,091                               | 19                                 | 2,969                                |
| Appalachian Basin                | 1,394,635                | 1,491         | 1,403,579                               | 13                                 | 1,260                                |
| Permian and Delaware Basins      | 707,426                  | 47,146        | 990,303                                 | 9                                  | 2,548                                |
| Ark-La-Tex                       | 669,384                  | 4,319         | 695,300                                 | 6                                  | 1,155                                |
| South Texas and Texas Gulf Coast | 579,391                  | 4,240         | 604,828                                 | 6                                  | 1,591                                |
| Total                            | 10,137,299               | 123,554       | 10,878,623                              | 100%                               | \$ 20,573(1)                         |

- (1) Represents the present value, discounted at 10% per annum, of estimated future gross revenue to be generated from the production of proved reserves, net of estimated production and future development costs, using prices and costs in effect at December 31, 2007. The prices used in our external and internal reserve reports yield weighted average wellhead prices of \$6.19 per mcf of natural gas and \$90.58 per barrel of oil. These prices should not be interpreted as a prediction of future prices, nor do they reflect the value of our commodity hedges in place at December 31, 2007. The amounts shown do not give effect to non-property related expenses, such as corporate general and administrative expenses and debt service, or to depreciation, depletion and amortization. Estimated future net revenue and the present value thereof differ from future net cash flows and the standardized measure thereof only because the former do not include the effects of estimated future income tax expenses (\$5.6 billion as of December 31, 2007). Management uses future net revenue, which is calculated without deducting estimated future income tax expenses, and the present value thereof as one measure of the value of the company's current proved reserves and to compare relative values among peer companies without regard to income taxes. We also understand that securities analysts and rating agencies use this measure in similar ways. While future net revenue and present value are based on prices, costs and discount factors which are consistent from company to company, the standardized measure of discounted future net cash flows is dependent on the unique tax situation of each individual company.

Future prices and costs may be materially higher or lower than the prices and costs as of the date of any estimate. A change in price of \$0.10 per mcf for natural gas and \$1.00 per barrel for oil would result in a change in our December 31, 2007 present value of estimated future net revenue of proved reserves of approximately \$390 million and \$56 million, respectively.

**Table of Contents****Summary Production, Sales, Prices and Expenses Data**

The following table sets forth information regarding the production volumes, natural gas and oil sales, average sales prices received, other operating income and expenses for the periods indicated:

|  | Year Ended December 31, |          |          | Three Months<br>Ended<br>March 31, |          |
|--|-------------------------|----------|----------|------------------------------------|----------|
|  | 2007                    | 2006     | 2005     | 2008                               | 2007     |
| <b>Net Production:</b>                                       |                         |          |          |                                    |          |
| Natural gas (mmcf)   | 654,969                 | 526,459  | 422,389  | 187,772                            | 140,792  |
| Oil (m bbl)  | 9,882                   | 8,654    | 7,698    | 2,746                              | 2,143    |
| Natural gas equivalent (mmcfe)                               | 714,261                 | 578,383  | 468,577  | 204,248                            | 153,650  |
| <b>Natural Gas and Oil Sales (\$ in millions):</b>           |                         |          |          |                                    |          |
| Natural gas sales  | \$ 4,117                | \$ 3,343 | \$ 3,231 | \$ 1,432                           | \$ 888   |
| Natural gas derivatives realized gains (losses)              | 1,214                   | 1,269    | (367)    | 268                                | 415      |
| Natural gas derivatives unrealized gains (losses)            | (139)                   | 467      | 37       | (1,002)                            | (297)    |
| Total natural gas sales                                      | 5,192                   | 5,079    | 2,901    | 698                                | 1,006    |
| Oil sales  | 678                     | 527      | 402      | 258                                | 113      |
| Oil derivatives realized gains (losses)                      | (11)                    | (15)     | (34)     | (53)                               | 18       |
| Oil derivatives unrealized gains (losses)                    | (235)                   | 28       | 4        | (130)                              | (12)     |
| Total oil sales  | 432                     | 540      | 372      | 75                                 | 119      |
| Total natural gas and oil sales                              | \$ 5,624                | \$ 5,619 | \$ 3,273 | \$ 773                             | \$ 1,125 |
| <b>Average Sales Price</b>                                   |                         |          |          |                                    |          |
| <b>(excluding gains (losses) on derivatives):</b>            |                         |          |          |                                    |          |
| Natural gas (\$ per mcf)                                     | \$ 6.29                 | \$ 6.35  | \$ 7.65  | \$ 7.63                            | \$ 6.31  |
| Oil (\$ per bbl)   | \$ 68.64                | \$ 60.86 | \$ 52.20 | \$ 94.14                           | \$ 52.80 |
| Natural gas equivalent (\$ per mcfe)                         | \$ 6.71                 | \$ 6.69  | \$ 7.75  | \$ 8.28                            | \$ 6.52  |
| <b>Average Sales Price</b>                                   |                         |          |          |                                    |          |
| <b>(excluding unrealized gains (losses) on derivatives):</b> |                         |          |          |                                    |          |
| Natural gas (\$ per mcf)                                     | \$ 8.14                 | \$ 8.76  | \$ 6.78  | \$ 9.05                            | \$ 9.26  |
| Oil (\$ per bbl)   | \$ 67.50                | \$ 59.14 | \$ 47.77 | \$ 74.73                           | \$ 61.13 |
| Natural gas equivalent (\$ per mcfe)                         | \$ 8.40                 | \$ 8.86  | \$ 6.90  | \$ 9.33                            | \$ 9.33  |
| <b>Other Operating Income (\$ per mcfe):</b>                 |                         |          |          |                                    |          |
| Natural gas and oil marketing                                | \$ 0.10                 | \$ 0.09  | \$ 0.07  | \$ 0.11                            | \$ 0.10  |
| Service operations   | \$ 0.06                 | \$ 0.11  | \$       | \$ 0.03                            | \$ 0.08  |
| <b>Expenses (\$ per mcfe):</b>                               |                         |          |          |                                    |          |
| Production expenses  | \$ 0.90                 | \$ 0.85  | \$ 0.68  | \$ 0.98                            | \$ 0.93  |
| Production taxes   | \$ 0.30                 | \$ 0.31  | \$ 0.44  | \$ 0.37                            | \$ 0.27  |
| General and administrative expenses                          | \$ 0.34                 | \$ 0.24  | \$ 0.14  | \$ 0.39                            | \$ 0.34  |
| Natural gas and oil depreciation, depletion and amortization | \$ 2.57                 | \$ 2.35  | \$ 1.91  | \$ 2.52                            | \$ 2.56  |
| Depreciation and amortization of other assets                | \$ 0.22                 | \$ 0.18  | \$ 0.11  | \$ 0.18                            | \$ 0.23  |
| Interest expense(1)  | \$ 0.51                 | \$ 0.52  | \$ 0.47  | \$ 0.43                            | \$ 0.50  |

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- (1) Includes the effects of realized gains or (losses) from interest rate derivatives, but does not include the effects of unrealized gains or (losses) and is net of amounts capitalized.

S-12

**Table of Contents**

**RISK FACTORS**

*In addition to the other information set forth elsewhere or incorporated by reference in this prospectus supplement, the following factors relating to our company and the offering should be considered carefully before making an investment in the notes offered hereby.*

**Risks Related to Our Business**

***Natural gas and oil prices are volatile. A decline in prices could adversely affect our financial position, financial results, cash flows, access to capital and ability to grow.***

Our revenues, operating results, profitability and future rate of growth depend primarily upon the prices we receive for the natural gas and oil we sell. Prices also affect the amount of cash flow available for capital expenditures and our ability to borrow money or raise additional capital. The amount we can borrow from banks is subject to periodic redeterminations based on prices specified by our bank group at the time of redetermination. In addition, we may have ceiling test write-downs in the future if prices fall significantly.

Historically, the markets for natural gas and oil have been volatile and they are likely to continue to be volatile. Wide fluctuations in natural gas and oil prices may result from relatively minor changes in the supply of and demand for natural gas and oil, market uncertainty and other factors that are beyond our control, including:

worldwide and domestic supplies of natural gas and oil;

weather conditions;

the level of consumer demand;

the price and availability of alternative fuels;

the proximity and capacity of natural gas pipelines and other transportation facilities;

the price and level of foreign imports;

domestic and foreign governmental regulations and taxes;

the ability of the members of the Organization of Petroleum Exporting Countries to agree to and maintain oil price and production controls;

political instability or armed conflict in oil-producing regions; and

overall domestic and global economic conditions.

These factors and the volatility of the energy markets make it extremely difficult to predict future natural gas and oil price movements with any certainty. Declines in natural gas and oil prices would not only reduce revenue, but could reduce the amount of natural gas and oil that we can produce economically and, as a result, could have a material adverse effect on our financial condition, results of operations and reserves. Further,



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natural gas and oil prices do not necessarily move in tandem. Because approximately 93% of our reserves at December 31, 2007 were natural gas reserves, we are more affected by movements in natural gas prices.

### *Our level of indebtedness may limit our financial flexibility.*

As of March 31, 2008, we had long-term indebtedness of approximately \$12.25 billion, with \$3.2 billion of outstanding borrowings drawn under our revolving bank credit facility. Our long-term indebtedness represented 52% of our total book capitalization at March 31, 2008. As of May 20, 2008, we had approximately \$3.4 billion outstanding under our revolving bank credit facility.

Our level of indebtedness and preferred stock affects our operations in several ways, including the following:

a portion of our cash flows from operating activities must be used to service our indebtedness and pay dividends on our preferred stock and is not available for other purposes;

S-13

## **Table of Contents**

we may be at a competitive disadvantage as compared to similar companies that have less debt;

the covenants contained in the agreements governing our outstanding indebtedness and future indebtedness may limit our ability to borrow additional funds, pay dividends and make certain investments and may also affect our flexibility in planning for, and reacting to, changes in the economy and in our industry;

additional financing in the future for working capital, capital expenditures, acquisitions, general corporate or other purposes may have higher costs and more restrictive covenants; and

changes in the credit ratings of our debt may negatively affect the cost, terms, conditions and availability of future financing, and lower ratings will increase the interest rate and fees we pay on our revolving bank credit facility.

We may incur additional debt, including secured indebtedness, or issue additional series of preferred stock in order to develop our properties and make future acquisitions. A higher level of indebtedness and/or additional preferred stock increases the risk that we may default on our obligations. Our ability to meet our debt obligations and to reduce our level of indebtedness depends on our future performance. General economic conditions, natural gas and oil prices and financial, business and other factors affect our operations and our future performance. Many of these factors are beyond our control. We may not be able to generate sufficient cash flow to pay the interest on our debt, and future working capital, borrowings or equity financing may not be available to pay or refinance such debt. Factors that will affect our ability to raise cash through an offering of our capital stock or a refinancing of our debt include financial market conditions, the value of our assets and our performance at the time we need capital.

In addition, our bank borrowing base is subject to periodic redetermination. A lowering of our borrowing base could require us to repay indebtedness in excess of the borrowing base, or we might be required to provide the lenders with additional collateral.

***Competition in the natural gas and oil industry is intense, and many of our competitors have greater financial and other resources than we do.***

We operate in the highly competitive areas of natural gas and oil development, exploitation, exploration, acquisition and production. We face intense competition from both major and other independent natural gas and oil companies in each of the following areas:

seeking to acquire desirable producing properties or new leases for future exploration; and

seeking to acquire the equipment and expertise necessary to develop and operate our properties.

Many of our competitors have financial and other resources substantially greater than ours, and some of them are fully integrated oil companies. These companies may be able to pay more for development prospects and productive natural gas and oil properties and may be able to define, evaluate, bid for and purchase a greater number of properties and prospects than our financial or human resources permit. Our ability to develop and exploit our natural gas and oil properties and to acquire additional properties in the future will depend upon our ability to successfully conduct operations, evaluate and select suitable properties and consummate transactions in this highly competitive environment.

***Significant capital expenditures are required to replace our reserves.***

Our exploration, development and acquisition activities require substantial capital expenditures. Historically, we have funded our capital expenditures through a combination of cash flows from operations, our revolving bank credit facility and debt and equity issuances. Future cash flows are subject to a number of variables, such as the level of production from existing wells, prices of natural gas and oil, and our success in

## **Table of Contents**

developing and producing new reserves. If revenues were to decrease as a result of lower natural gas and oil prices or decreased production, and our access to capital were limited, we would have a reduced ability to replace our reserves. If our cash flow from operations is not sufficient to fund our capital expenditure budget, we may not be able to access additional bank debt, debt or equity or other methods of financing on an economic basis to meet these requirements.

*If we are not able to replace reserves, we may not be able to sustain production.*

Our future success depends largely upon our ability to find, develop or acquire additional natural gas and oil reserves that are economically recoverable. Unless we replace the reserves we produce through successful development, exploration or acquisition activities, our proved reserves and production will decline over time. In addition, approximately 36% of our total estimated proved reserves (by volume) at December 31, 2007 were undeveloped. By their nature, estimates of undeveloped reserves are less certain. Recovery of such reserves will require significant capital expenditures and successful drilling operations. Our reserve estimates reflect that our production rate on producing properties will decline approximately 28% from 2008 to 2009. Thus, our future natural gas and oil reserves and production and, therefore, our cash flow and income are highly dependent on our success in efficiently developing and exploiting our current reserves and economically finding or acquiring additional recoverable reserves.

*The actual quantities and present value of our proved reserves may prove to be lower than we have estimated.*

This prospectus supplement contains and incorporates by reference estimates of our proved reserves and the estimated future net revenues from our proved reserves. These estimates are based upon various assumptions, including assumptions required by the SEC relating to natural gas and oil prices, drilling and operating expenses, capital expenditures, taxes and availability of funds. The process of estimating natural gas and oil reserves is complex. The process involves significant decisions and assumptions in the evaluation of available geological, geophysical, engineering and economic data for each reservoir. Therefore, these estimates are inherently imprecise.

Actual future production, natural gas and oil prices, revenues, taxes, development expenditures, operating expenses and quantities of recoverable natural gas and oil reserves most likely will vary from these estimates. Such variations may be significant and could materially affect the estimated quantities and present value of our proved reserves. In addition, we may adjust estimates of proved reserves to reflect production history, results of exploration and development drilling, prevailing natural gas and oil prices and other factors, many of which are beyond our control. Our properties may also be susceptible to hydrocarbon drainage from production by operators on adjacent properties.

At December 31, 2007, approximately 36% of our estimated proved reserves (by volume) were undeveloped. Recovery of undeveloped reserves requires significant capital expenditures and successful drilling operations. These reserve estimates include the assumption that we will make significant capital expenditures to develop the reserves, including approximately \$2.6 billion in 2008. You should be aware that the estimated costs may not be accurate, development may not occur as scheduled and results may not be as estimated.

You should not assume that the present values included or incorporated by reference in this prospectus supplement represent the current market value of our estimated natural gas and oil reserves. In accordance with SEC requirements, the estimates of our present values are based on prices and costs as of the date of the estimates. The December 31, 2007 present value is based on weighted average natural gas and oil wellhead prices of \$6.19 per mcf of natural gas and \$90.58 per barrel of oil. Actual future prices and costs may be materially higher or lower than the prices and costs as of the date of an estimate.

Any changes in consumption by natural gas and oil purchasers or in governmental regulations or taxation will also affect actual future net cash flows.

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**Table of Contents**

The timing of both the production and the expenses from the development and production of natural gas and oil properties will affect both the timing of actual future net cash flows from our proved reserves and their present value. In addition, the 10% discount factor, which is required by the SEC to be used in calculating discounted future net cash flows for reporting purposes, is not necessarily the most accurate discount factor. The effective interest rate at various times and the risks associated with our business or the natural gas and oil industry in general will affect the accuracy of the 10% discount factor.

***Acquisitions may prove to be worth less than we paid because of uncertainties in evaluating recoverable reserves and potential liabilities.***

Our growth during the past few years is due in large part to acquisitions of exploration and production companies, producing properties and undeveloped leasehold. Successful acquisitions require an assessment of a number of factors, including estimates of recoverable reserves, exploration potential, future natural gas and oil prices, operating costs and potential environmental and other liabilities. Such assessments are inexact and their accuracy is inherently uncertain. In connection with our assessments, we perform a review of the acquired properties which we believe is generally consistent with industry practices. However, such a review will not reveal all existing or potential problems. In addition, our review may not permit us to become sufficiently familiar with the properties to fully assess their deficiencies and capabilities. We do not inspect every well. Even when we inspect a well, we do not always discover structural, subsurface or environmental problems that may exist or arise. As a result of these factors, the purchase price we pay to acquire natural gas and oil properties may exceed the value we realize.

We are generally not entitled to contractual indemnification for preclosing liabilities, including environmental liabilities. Normally, we acquire interests in properties on an as is basis with limited remedies for breaches of representations and warranties. When we make entity acquisitions, we may have transferee liability that is not fully indemnified. Our acquisition of Columbia Natural Resources, LLC (CNR) in November 2005 was made subject to claims that are covered in part by the indemnification of a prior owner, NiSource Inc. NiSource and Chesapeake are co-defendants in a class action lawsuit brought by royalty owners in West Virginia in which the jury returned a verdict in January 2007 awarding plaintiffs \$404 million, consisting of \$134 million in compensatory damages and \$270 million in punitive damages. Chesapeake believes its share of damages that might ultimately be awarded in this case will not have a material adverse effect on its results of operations, financial condition or liquidity as a result of the NiSource indemnity and post-trial remedies that may be available. This case has been appealed to the West Virginia Supreme Court of Appeals, and on April 14, 2008, the plaintiffs filed a response, a cross petition and other motions. Chesapeake is a defendant in other cases involving acquired companies where it may have no, or only limited, indemnification rights. In any such actions we could incur significant liability.

***Exploration and development drilling may not result in commercially productive reserves.***

We do not always encounter commercially productive reservoirs through our drilling operations. The new wells we drill or participate in, including the recently announced discoveries in Louisiana and Oklahoma, may not be productive and we may not recover all or any portion of our investment in wells we drill or participate in. The seismic data and other technologies we use do not allow us to know conclusively prior to drilling a well that oil or natural gas is present or may be produced economically. The cost of drilling, completing and operating a well is often uncertain, and cost factors can adversely affect the economics of a project. Our efforts will be unprofitable if we drill dry wells or wells that are productive but do not produce enough reserves to return a profit after drilling, operating and other costs. Further, our drilling operations may be curtailed, delayed or canceled as a result of a variety of factors, including:

increases in the cost of, or shortages or delays in the availability of, drilling rigs and equipment;

unexpected drilling conditions;

title problems;

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**Table of Contents**

pressure or irregularities in formations;

equipment failures or accidents;

adverse weather conditions; and

compliance with environmental and other governmental requirements.

***Future price declines may result in a write-down of our asset carrying values.***

We utilize the full-cost method of accounting for costs related to our natural gas and oil properties. Under this method, all such costs (for both productive and nonproductive properties) are capitalized and amortized on an aggregate basis over the estimated lives of the properties using the unit-of-production method. However, these capitalized costs are subject to a ceiling test which limits such pooled costs to the aggregate of the present value of future net revenues attributable to proved natural gas and oil reserves discounted at 10% plus the lower of cost or market value of unproved properties. The full-cost ceiling is evaluated at the end of each quarter using the prices for natural gas and oil at that date, adjusted for the impact of derivatives accounted for as cash flow hedges. A significant decline in natural gas and oil prices from current levels, or other factors, without other mitigating circumstances, could cause a future write-down of capitalized costs and a non-cash charge against future earnings.

***Our hedging activities may reduce the realized prices received for our natural gas and oil sales and require us to provide collateral for hedging liabilities.***

In order to manage our exposure to price volatility in marketing our natural gas and oil, we enter into natural gas and oil price risk management arrangements for a portion of our expected production. Commodity price hedging may limit the prices we actually realize and therefore reduce natural gas and oil revenues in the future. The fair value of our natural gas and oil derivative instruments outstanding as of March 31, 2008 was a liability of approximately \$2.232 billion. In addition, our commodity price risk management transactions may expose us to the risk of financial loss in certain circumstances, including instances in which:

our production is less than expected;

there is a widening of price differentials between delivery points for our production and the delivery point assumed in the hedge arrangement; or

the counterparties to our contracts fail to perform under the contracts.

All but three of our commodity price risk management counterparties require us to provide assurances of performance in the event that the counterparties' mark-to-market exposure to us exceeds certain levels. Most of these arrangements allow us to minimize the potential liquidity impact of significant mark-to-market fluctuations by making collateral allocations from our revolving bank credit facility or directly pledging natural gas and oil properties, rather than posting cash or letters of credit with the counterparties. Future collateral requirements are uncertain, however, and will depend on the arrangements with our counterparties and highly volatile natural gas and oil prices.

***Lower natural gas and oil prices could negatively impact our ability to borrow.***

Our revolving bank credit facility limits our borrowings to the lesser of the borrowing base and the total commitments (currently both are \$3.5 billion). The borrowing base is determined periodically at the discretion of the banks and is based in part on natural gas and oil prices. Additionally, some of our indentures contain covenants limiting our ability to incur indebtedness in addition to that incurred under our revolving bank credit facility. These indentures limit our ability to incur additional indebtedness unless we meet one of two alternative tests. The first alternative is based on our adjusted consolidated net tangible assets (as defined in all of our indentures), which is determined using discounted future net revenues from proved natural gas and oil reserves as of the end of each year. The second alternative is based on the ratio of our

adjusted consolidated EBITDA (as

S-17

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**Table of Contents**

defined in the relevant indentures) to our adjusted consolidated interest expense over a trailing twelve-month period. Currently, we are permitted to incur additional indebtedness under both debt incurrence tests. Lower natural gas and oil prices in the future could reduce our adjusted consolidated EBITDA, as well as our adjusted consolidated net tangible assets, and thus could reduce our ability to incur additional indebtedness.

***Natural gas and oil drilling and producing operations can be hazardous and may expose us to environmental liabilities.***

Natural gas and oil operations are subject to many risks, including well blowouts, cratering and explosions, pipe failures, fires, formations with abnormal pressures, uncontrollable flows of oil, natural gas, brine or well fluids, and other environmental hazards and risks. Our drilling operations involve risks from high pressures and from mechanical difficulties such as stuck pipes, collapsed casings and separated cables. If any of these risks occurs, we could sustain substantial losses as a result of:

injury or loss of life;

severe damage to or destruction of property, natural resources or equipment;

pollution or other environmental damage;

clean-up responsibilities;

regulatory investigations and administrative, civil and criminal penalties; and

injunctions resulting in limitation or suspension of operations.

There is inherent risk of incurring significant environmental costs and liabilities in our exploration and production operations due to our generation, handling, and disposal of materials, including wastes and petroleum hydrocarbons. We may incur joint and several, strict liability under applicable U.S. federal and state environmental laws in connection with releases of petroleum hydrocarbons and other hazardous substances at, on, under or from our leased or owned properties, some of which have been used for natural gas and oil exploration and production activities for a number of years, often by third parties not under our control. While we may maintain insurance against some, but not all, of the risks described above, our insurance may not be adequate to cover casualty losses or liabilities. Also, in the future we may not be able to obtain insurance at premium levels that justify its purchase.

In addition, studies have suggested that emissions of certain gases, commonly referred to as greenhouse gases, may be contributing to warming of the Earth's atmosphere. Methane, a primary component of natural gas, and carbon dioxide, a byproduct of the burning of natural gas, are examples of greenhouse gases. The U.S. Congress is actively considering legislation to reduce emissions of greenhouse gases. In addition, at least nine states in the Northeast and five states in the West including New Mexico have developed initiatives to regulate emissions of greenhouse gases, primarily through the planned development of greenhouse gas emission inventories and/or regional greenhouse gas cap and trade programs. The U.S. Environmental Protection Agency is separately considering whether it will regulate greenhouse gases as air pollutants under the existing federal Clean Air Act. Passage of climate control legislation or other regulatory initiatives by Congress or various states in the U.S. or the adoption of regulations by the EPA or analogous state agencies that regulate or restrict emissions of greenhouse gases including methane or carbon dioxide in areas in which we conduct business could have an adverse effect on our operations and demand for our products.

***A portion of our oil and gas production may be subject to interruptions that could temporarily adversely affect our cash flow.***

A portion of our regional oil and gas production may be interrupted, or shut in, from time to time for numerous reasons, including as a result of weather conditions, accidents, loss of pipeline or gathering system access, field labor issues or strikes, or intentionally as a result of market conditions. If a substantial amount of our production is interrupted at the same time, it could temporarily adversely affect our cash flow.





## **Table of Contents**

### **Risks Related to the Notes**

***Holders of the notes will be effectively subordinated to all of our and our subsidiaries' secured indebtedness and obligations.***

Holders of our secured indebtedness and other secured obligations, which is comprised primarily of the indebtedness under our revolving bank credit facility and our obligations to certain of our hedging counterparties, have claims with respect to our assets constituting collateral for their indebtedness and obligations that are prior to your claims under the notes. In the event of a default on the notes or our bankruptcy, liquidation or reorganization, those assets would be available to satisfy obligations with respect to the indebtedness and obligations secured thereby before any payment could be made on the notes. Accordingly, our secured indebtedness and obligations would effectively be senior to the notes to the extent of the value of the collateral securing that indebtedness and those obligations. The indenture under which the notes will be issued does not limit our ability to incur additional indebtedness or to secure indebtedness without equally and ratably securing the notes. To the extent the value of the collateral is not sufficient to satisfy the secured indebtedness and obligations, the holders of that indebtedness and those obligations would be entitled to share with the holders of the notes and the holders of other claims against us with respect to our other assets. In addition, in certain circumstances a subsidiary may not be required to be, or may be delayed in becoming, a subsidiary guarantor. The notes also will be structurally subordinated to any indebtedness of a subsidiary that is not a subsidiary guarantor.

***A guarantee could be voided if the guarantor fraudulently transferred the guarantee at the time it incurred the indebtedness, which could result in the noteholders being able only to rely on us to satisfy claims.***

Under U.S. bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee can be voided, or claims under a guarantee may be subordinated to all other debts of that guarantor if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by its guarantee:

intended to hinder, delay or defraud any present or future creditor or received less than reasonably equivalent value or fair consideration for the incurrence of the guarantee;

was insolvent or rendered insolvent by reason of such incurrence;

was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or

intended to incur, or believed that it would incur, debts beyond its ability to pay those debts as they mature.

In addition, any payment by that guarantor under a guarantee could be voided and required to be returned to the guarantor or to a fund for the benefit of the creditors of the guarantor.

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

the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets;

the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they became absolute and mature; or

it could not pay its debts as they became due.

On the basis of historical financial information, recent operating history and other factors, we believe that the subsidiary guarantees are being incurred for proper purposes and in good faith and that each subsidiary



## **Table of Contents**

guarantor, after giving effect to its guarantee of the notes, will not be insolvent, have unreasonably small capital for the business in which it is engaged or have incurred debts beyond its ability to pay those debts as they mature. We cannot be certain, however, that a court would agree with our conclusions in this regard.

We conduct substantially all of our operations through our subsidiaries, and we rely on dividends, distributions, proceeds from intercompany transactions and the like from our subsidiaries to meet our obligations for payment of principal and interest on our outstanding debt obligations and other obligations. To the extent that a subsidiary has not guaranteed the notes or such subsidiary's guarantee is voided, holders of the notes will be effectively subordinated to all existing and future liabilities of such subsidiary.

### ***You may find it difficult to sell your notes.***

The notes will constitute a new issue of securities with no established public market. Although the underwriters have indicated that they intend to make a market in the notes, they are not obligated to do so and any of their market making activities may be terminated or limited at any time. In addition, although we have registered the offer and sale of the notes under the Securities Act of 1933 and intend to apply for a listing of the notes on the New York Stock Exchange, there can be no assurance as to the liquidity of markets that may develop for the notes, the ability of noteholders to sell their notes or the prices at which notes could be sold. The notes may trade at prices that are lower than their initial purchase price depending on many factors, including prevailing interest rates and the markets for similar securities. The liquidity of trading markets for the notes may also be adversely affected by general declines or disruptions in the markets for debt securities. Those market declines or disruptions could adversely affect the liquidity of and market for the notes independent of our financial performance or prospects. An active market for the notes may not develop or, if developed, may not continue. In the absence of an active trading market, you may not be able to transfer the notes within the time or at the price you desire.

### ***Upon conversion of the notes, you may receive less proceeds than expected because the value of our common stock may decline between the day that you exercise your conversion right and the day the value of your shares is determined.***

The conversion value that you will receive upon conversion of your notes, other than in connection with a redemption of the notes, is in part determined by the daily closing price per share of our common stock on the New York Stock Exchange for the twenty consecutive trading days beginning on the second trading day after a notice of conversion in respect of the notes is delivered to the conversion agent. Accordingly, if the price of our common stock decreases after you give notice of conversion, the conversion value you receive may be adversely affected.

### ***Your right to convert the notes is conditional, which could impair the value of the notes.***

The notes are convertible only if specified conditions are met. If the specified conditions for conversion are not met, you will not be able to convert your notes, and you may not be able to receive the value of the cash and shares into which the notes would otherwise be convertible. In addition, upon conversion of the notes, we will not be required to deliver cash or issue shares to satisfy our conversion obligation until three business days after the twenty-day period during which the value is determined. As a result, the value of your notes surrendered for conversion will be subject to market risk pending settlement.

### ***We may be unable to repurchase your notes as required under the indenture upon a fundamental change or on the specified dates at the option of the holder or pay you cash upon conversion of your notes.***

Upon a fundamental change, as defined in the indenture, and on December 15, 2018, 2023, 2028 and 2033, you will have the right to require us to repurchase your notes for cash. In addition, upon conversion of the notes, you will have the right to receive a cash payment. If we do not have sufficient funds to pay the repurchase price

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**Table of Contents**

for all of the notes you tender upon a fundamental change, the cash due upon repurchases of the notes on December 15, 2018, 2023, 2028 and 2033 or the cash due upon conversion, an event of default under the indenture governing the notes would occur as a result of such failure. In addition, cash payments in respect of notes that you tender for repurchase or that you convert may be subject to limits and might be prohibited, or create an event of default, under our revolving bank credit facility or other agreements relating to borrowings that we may enter into from time to time. Our failure to make cash payments in respect of the notes could result in an event of default under such agreements. Such other borrowings may be secured indebtedness and may prevent us from making cash payments in respect of the notes under certain circumstances. Our inability to pay for your notes that are tendered for repurchase or conversion could result in your receiving substantially less than the principal amount of the notes. See Description of Notes Repurchase of Notes at the Option of the Holder, Right to Require Repurchase of Notes Upon a Fundamental Change and Payment Upon Conversion.

***The adjustment to the conversion rate for notes converted in connection with certain changes of control may not adequately compensate holders for the lost option time value of their notes as a result of such change of control and may not be enforceable.***

If certain changes of control occur on or prior to December 15, 2018, we will increase the Applicable Conversion Rate as to the notes converted in connection with the changes of control. The increase in the Applicable Conversion Rate will be determined based on the date on which the change of control becomes effective and the price paid per share of common stock in the change of control as described under Description of Notes Conversion Rights Adjustment to Shares Delivered Upon Conversion Upon Certain Changes of Control. While this adjustment is designed to compensate you for the lost option time value of your notes as a result of certain changes of control, the adjustment is only an approximation of such lost value and may not adequately compensate you for such loss. In addition, if the price paid per share of our common stock in the change of control is less than \$57.26 or more than \$400.00 (subject to adjustment), or if we exercise our right to cause the conversion obligation to be assumed by a public acquirer as described in Description of Notes Conversion Rights Conversion Upon a Public Acquirer Change in Control, there will be no such adjustment. Furthermore, our obligation to make the adjustment could be considered a penalty, in which case the enforceability thereof would be subject to general principles of reasonableness of economic remedies.

***Provisions of the notes could discourage an acquisition of us by a third party.***

Certain provisions of the notes could make it more difficult or more expensive for a third party to acquire us. Upon the occurrence of certain transactions constituting a fundamental change, holders of the notes will have the right, at their option, to require us to repurchase all of their notes or any portion of the principal amount of such notes in integral multiples of \$1,000 in cash at a price equal to 100% of the principal amount of notes to be repurchased, plus accrued and unpaid interest (including contingent interest, if any) to, but excluding, the repurchase date. In addition, pursuant to the terms of the notes, we may not enter into certain mergers unless, among other things, the surviving entity assumes all of our obligations under the indenture and the notes.

***Conversion of the notes could dilute the ownership of existing stockholders.***

The conversion of some or all of the notes could dilute the ownership interests of existing stockholders to the extent that shares of our common stock are issued upon conversion. Any sales in the public market of the common stock that may be issuable upon such conversion could adversely affect prevailing market prices of our common stock. In addition, the existence of the notes may encourage short selling by market participants because the conversion of the notes could depress the price of our common stock.

***You should consider the U.S. federal income tax consequences of owning the notes.***

Under the indenture governing the notes, we will agree, and by acceptance of a beneficial interest in a note each holder of a note will be deemed to have agreed, to treat the notes as indebtedness for U.S. federal income

**Table of Contents**

tax purposes that is subject to the Treasury regulations governing contingent payment debt instruments. For U.S. federal income tax purposes, interest income on the notes will accrue at the rate of 8.0% per year, payable semiannually, which rate represents our determination of the yield at which we could issue a comparable noncontingent, non-convertible, fixed-rate debt instrument with terms and conditions otherwise similar to the notes. A U.S. Holder (as that term is defined in Material U.S. Federal Income Tax Considerations ) will be required to accrue interest income on a constant yield to maturity basis at this rate (subject to certain adjustments), with the result that a U.S. Holder generally will recognize taxable income significantly in excess of the interest payments received while the notes are outstanding.

A U.S. Holder will also recognize gain or loss on the sale, conversion, exchange, redemption or retirement of a note in an amount equal to the difference between the amount realized on the sale, conversion, exchange, redemption or retirement of the note, including the fair market value of our common stock received, and the U.S. Holder's adjusted tax basis in the note. Any gain recognized on the sale, conversion, exchange, redemption or retirement of a note generally will be ordinary interest income and any loss will be ordinary loss to the extent of the interest previously included in income, and thereafter, capital loss. The material U.S. federal income tax consequences of the purchase, ownership and disposition of the notes are summarized in this prospectus supplement under the heading Material U.S. Federal Income Tax Considerations.

*You may have to pay taxes with respect to distributions on our common stock that you do not receive.*

The conversion rate of the notes will be adjusted in certain circumstances. See Description of Notes Conversion Rights General and Description of Notes Conversion Rights Conversion Price Adjustments. Such adjustments (or failures to make adjustments) that generally have the effect of increasing your proportionate interest in our assets or earnings may in some circumstances result in a deemed distribution to you, notwithstanding the fact that you do not receive such distribution. In addition, non-U.S. Holders (as defined in Material U.S. Federal Income Tax Considerations ) of the notes may, in certain circumstances, be deemed to have received a distribution subject to United States federal withholding tax requirements, which we may withhold from cash payments of interest on the notes. The adjustment to the Conversion Rate of notes converted in connection with certain changes of control, as described under Description of Notes Conversion Rights Adjustment to Shares Delivered Upon Conversion Upon Certain Changes of Control, also may be treated as a taxable distribution. Please read Material U.S. Federal Income Tax Considerations.

**Table of Contents**

**USE OF PROCEEDS**

We expect the net proceeds from this offering to be approximately \$1.173 billion, after deducting underwriting discounts and commissions and the estimated expenses of the offering. If the underwriters exercise their option to purchase additional notes in full, we expect to receive net proceeds of approximately \$1.349 billion. We intend to use the net proceeds from this offering, together with approximately \$787 million in expected net proceeds from our concurrent public offering of \$800 million in aggregate principal amount of 7.25% Senior Notes due 2018, to fund the redemption of our 7.75% Senior Notes due 2015, to temporarily repay indebtedness outstanding under our revolving bank credit facility and for general corporate purposes. This offering, however, is not conditioned upon the consummation of our concurrent public offering of senior notes.

Affiliates of the underwriters in this offering are lenders under our existing revolving bank credit facility and will receive a substantial portion of the proceeds from this offering. See Underwriting. As of May 20, 2008, the average interest rate on borrowings outstanding under our revolving bank credit facility, which matures on November 2, 2012, was 3.57%. As of May 20, 2008, we had approximately \$3.4 billion of borrowings outstanding under our revolving bank credit facility.

**Table of Contents**

**CAPITALIZATION**

The following table shows our unaudited capitalization as of March 31, 2008:

on a historical basis;

on a pro forma basis to reflect our issuance on April 2, 2008 of 23 million shares of our common stock in a public offering at a price of \$45.75 per share and the application of the \$1.011 billion in net proceeds therefrom to repay borrowings outstanding under our revolving bank credit facility;

on a pro forma as adjusted basis to reflect the foregoing plus the consummation of this offering and the application of approximately \$1.173 billion in net proceeds to fund the redemption of our 7.75% Senior Notes due 2015 and to repay borrowings under our revolving bank credit facility; and

on a pro forma as further adjusted basis to reflect the foregoing plus our concurrent public offering of \$800 million in principal amount of Senior Notes due 2018 and the application of approximately \$787 million in net proceeds therefrom to repay borrowings under our revolving bank credit facility and for general corporate purposes. The completion of this offering is not conditioned on the completion of our concurrent public offering of senior notes.

The following table should be read in conjunction with, and is qualified in its entirety by reference to, our historical financial statements and the accompanying notes included in our Annual Report on Form 10-K for the year ended December 31, 2007, and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2008, which are incorporated by reference herein.

**Table of Contents**

|  | As of March 31, 2008 |           |                          |                                  |
|--|----------------------|-----------|--------------------------|----------------------------------|
|  | Historical           | Pro Forma | Pro Forma As<br>Adjusted | Pro Forma As<br>Further Adjusted |
|  | (\$ in millions)     |           |                          |                                  |
| Cash and cash equivalents  | \$ 1                 | \$ 1      | \$ 1                     | \$ 1                             |
| Long-term debt:  |                      |           |                          |                                  |
| Revolving bank credit facility(a)  | \$ 3,164             | \$ 2,153  | \$ 1,292                 | \$ 506                           |
| 7.500% Senior Notes due 2013   | 364                  | 364       | 364                      | 364                              |
| 7.625% Senior Notes due 2013   | 500                  | 500       | 500                      | 500                              |
| 7.000% Senior Notes due 2014   | 300                  | 300       | 300                      | 300                              |
| 7.500% Senior Notes due 2014   | 300                  | 300       | 300                      | 300                              |
| 6.375% Senior Notes due 2015   | 600                  | 600       | 600                      | 600                              |
| 7.750% Senior Notes due 2015   | 300                  | 300       |                          |                                  |
| 6.625% Senior Notes due 2016   | 600                  | 600       | 600                      | 600                              |
| 6.875% Senior Notes due 2016   | 670                  | 670       | 670                      | 670                              |
| 6.250% Euro-denominated Senior Notes due 2017(b)   | 948                  | 948       | 948                      | 948                              |
| 6.500% Senior Notes due 2017   | 1,100                | 1,100     | 1,100                    | 1,100                            |
| 6.250% Senior Notes due 2018   | 600                  | 600       | 600                      | 600                              |
| 7.250% Senior Notes due 2018   |                      |           |                          | 800                              |
| 6.875% Senior Notes due 2020   | 500                  | 500       | 500                      | 500                              |
| 2.750% Contingent Convertible Senior Notes due 2035  | 690                  | 690       | 690                      | 690                              |
| 2.500% Contingent Convertible Senior Notes due 2037  | 1,650                | 1,650     | 1,650                    | 1,650                            |
| 2.250% Contingent Convertible Senior Notes due 2038  |                      |           | 1,200                    | 1,200                            |
| Impact of interest rate derivatives  | 66                   | 66        | 66                       | 66                               |
| Discount on Senior Notes   | (102)                | (102)     | (102)                    | (102)                            |
| Total long-term debt   | \$ 12,250            | \$ 11,239 | \$ 11,278                | \$ 11,292                        |
| Stockholders' equity:  |                      |           |                          |                                  |
| Preferred stock, \$0.01 par value, 20,000,000 authorized:  |                      |           |                          |                                  |
| 5.00% cumulative convertible preferred stock (series 2005B),<br>5,750,000 shares issued and outstanding, entitled in liquidation<br>to \$575 million |                      |           |                          |                                  |
|  | 575                  | 575       | 575                      | 575                              |
| 4.50% cumulative convertible preferred stock, 3,450,000 shares<br>issued and outstanding, entitled in liquidation to \$345 million                   |                      |           |                          |                                  |
|  | 345                  | 345       | 345                      | 345                              |
| 6.25% mandatory convertible preferred stock, 143,768 shares<br>issued and outstanding, entitled in liquidation to \$36 million                       |                      |           |                          |                                  |
|  | 36                   | 36        | 36                       | 36                               |
| 4.125% cumulative convertible preferred stock, 3,062 shares<br>issued and outstanding, entitled in liquidation to \$3 million                        |                      |           |                          |                                  |
|  | 3                    | 3         | 3                        | 3                                |
| 5.00% cumulative convertible preferred stock (series 2005),<br>5,000 shares issued and outstanding, entitled in liquidation to \$1<br>million        |                      |           |                          |                                  |
|  | 1                    | 1         | 1                        | 1                                |
| Common stock, \$0.01 par value, 750,000,000 shares authorized,<br>514,564,549 issued and outstanding   |                      |           |                          |                                  |
|  | 5                    | 5         | 5                        | 5                                |
| Paid-in capital  | 7,081                | 8,092     | 8,092                    | 8,092                            |
| Other equity   | 3,424                | 3,424     | 3,415                    | 3,415                            |
| Total stockholders' equity   | \$ 11,470            | \$ 12,481 | \$ 12,472                | \$ 12,472                        |
| Total capitalization   | \$ 23,720            | \$ 23,720 | \$ 23,750                | \$ 23,764                        |

(a) As of May 20, 2008, we had outstanding borrowings of \$3.4 billion under our revolving bank credit facility.

(b) The principal amount shown is based on the dollar/euro exchange rate of \$1.5805 to 1.00 as of March 31, 2008.





**Table of Contents****PRICE RANGE OF COMMON STOCK**

Our common stock is traded on the New York Stock Exchange under the symbol CHK. The following table sets forth the range of high and low sales prices per share of our common stock for each calendar quarter.

|                                       | <b>Common<br/>Stock</b> |            |
|---------------------------------------|-------------------------|------------|
|                                       | <b>High</b>             | <b>Low</b> |
| <b>Year ended December 31, 2008:</b>  |                         |            |
| Second Quarter (through May 20, 2008) | 59.82                   | 45.25      |
| First Quarter                         | 49.87                   | 34.42      |
| <b>Year ended December 31, 2007:</b>  |                         |            |
| Fourth Quarter                        | \$ 41.19                | \$ 34.90   |
| Third Quarter                         | 37.55                   | 31.38      |
| Second Quarter                        | 37.75                   | 30.88      |
| First Quarter                         | 31.83                   | 27.27      |
| <b>Year ended December 31, 2006:</b>  |                         |            |
| Fourth Quarter                        | \$ 34.27                | \$ 27.90   |
| Third Quarter                         | 33.76                   | 28.06      |
| Second Quarter                        | 33.79                   | 26.81      |
| First Quarter                         | 35.57                   | 27.75      |

On May 20, 2008, the closing sale price of our common stock, as reported by the New York Stock Exchange, was \$57.26 per share. On that date, there were approximately 1,650 holders of record.

**Table of Contents****DIVIDEND POLICY**

The following table sets forth the amount of dividends per share declared on our common stock during the two years ended December 31, 2007 and the first quarter of 2008:

|                | <b>2008</b> | <b>2007</b> | <b>2006</b> |
|----------------|-------------|-------------|-------------|
| First Quarter  | \$ 0.0675   | \$ 0.060    | \$ 0.050    |
| Second Quarter |             | 0.0675      | 0.060       |
| Third Quarter  |             | 0.0675      | 0.060       |
| Fourth Quarter |             | 0.0675      | 0.060       |

While we expect to continue to pay quarterly dividends on our common stock, the payment of future cash dividends is subject to the discretion of our Board of Directors and will depend upon, among other things, our financial condition, our funds from operations, the level of our capital and development expenditures, our future business prospects, contractual restrictions to which we are subject and other factors considered relevant by our Board of Directors.

In addition, our revolving bank credit facility and the indentures governing certain of our senior notes (but not the indenture under which the notes offered hereby will be issued) contain restrictions on our ability to declare and pay cash dividends. Under the revolving bank credit facility and these indentures, we may not pay any cash dividends on our common or preferred stock if an event of default has occurred. Additionally, these indentures restrict cash dividends if we have not met one of two debt incurrence tests set forth in the indentures, or if immediately after giving effect to the dividend payment, we have paid total dividends and made other restricted payments in excess of the permitted amounts. As of March 31, 2008, our coverage ratio for purposes of the debt incurrence test under the applicable indentures was approximately 8.0 to 1, compared to a minimum of 2.25 to 1 required in such indentures. Our adjusted consolidated net tangible assets exceeded 200% of our total indebtedness, as required by the second debt incurrence test in these indentures, by more than \$2.119 billion.

The certificates of designation for our 5.00% Cumulative Convertible Preferred Stock (Series 2005), our 4.50% Cumulative Convertible Preferred Stock, our 5.00% Cumulative Convertible Preferred Stock (Series 2005B), our 4.125% Cumulative Convertible Preferred Stock and our 6.25% Mandatory Convertible Preferred Stock prohibit payment of cash dividends on our common stock unless we have declared and paid (or set apart for payment) full accumulated dividends on such series of our preferred stock.

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**Table of Contents**

**DESCRIPTION OF NOTES**

Chesapeake Energy Corporation will issue the notes offered hereby (the Notes ) under an indenture to be dated as of May 27, 2008 (the Indenture ), among the Company, as issuer, the Subsidiary Guarantors, as guarantors, and The Bank of New York Trust Company, N.A., as trustee (the Trustee ).

The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (the Trust Indenture Act ).

The following description is only a summary of the material provisions of the Notes and the Indenture. These descriptions do not purport to be complete and are subject to, and are qualified in their entirety by reference to, the Notes and the Indenture. You may request copies of the Indenture at our address set forth under the heading Where You Can Find More Information.

Certain terms used in this description are defined under the subheading Certain Definitions. In this description, the words Company and we refer only to Chesapeake Energy Corporation and not to any of its subsidiaries.

**General**

The Company will issue the Notes initially with a maximum aggregate principal amount of \$1.2 billion (or \$1.380 billion if the underwriters exercise in full their option to purchase additional Notes). The Company is permitted to issue additional Notes under the Indenture in an unlimited aggregate principal amount ( Add-On Notes ). Any Add-On Notes that are actually issued will be treated as issued and outstanding Notes (as the same class as the initial Notes) for all purposes of the Indenture and this Description of Notes unless the context indicates otherwise. Each Note will mature on December 15, 2038 and will bear interest at the rate of interest per annum indicated on the cover page of this prospectus supplement. We will also pay contingent interest on the Notes in the circumstances described under Contingent Interest below.

Interest on the Notes issued in this offering will accrue from the Issue Date at an annual rate of 2.25%, payable semi-annually in arrears on June 15 and December 15 of each year, commencing December 15, 2008. We will make each interest payment to the holders of record of the Notes at the close of business on June 1 or December 1 preceding such interest payment date. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Principal, premium, if any, and interest will be payable at the offices of the Trustee and the paying agent, provided that, at the option of the Company, payment of interest on Notes not in global form may be made by check mailed to the address of the Person entitled thereto as it appears in the register of the Notes maintained by the registrar. Initially, the Trustee will also act as paying agent, conversion agent and registrar for the Notes.

The Notes are general senior unsecured obligations of the Company. The Notes rank pari passu in right of payment with all existing and future Senior Indebtedness of the Company and rank senior in right of payment to all future Subordinated Indebtedness of the Company.

Under the Indenture, we and each Holder of the Notes agree, for U.S. federal income tax purposes, to treat the Notes as indebtedness that is subject to U.S. Treasury regulations governing contingent payment debt instruments and to accrue interest on the Notes at our comparable yield. For a discussion of the tax consequences of an investment in the Notes, see Material U.S. Federal Income Tax Considerations.

**Guarantees**

On the Issue Date, all the existing subsidiaries of the Company, other than certain de minimis Subsidiaries, will fully and unconditionally guarantee, on a joint and several basis, the Company's obligations to pay principal of, premium, if any, and interest on the Notes. The Indenture provides that each Person that becomes a Subsidiary after the Issue Date and guarantees any other Indebtedness of the Company or a Subsidiary Guarantor

## Table of Contents

in excess of a De Minimis Guaranteed Amount will guarantee the payment of the Notes within 180 days after the later of (i) the date it becomes a Subsidiary and (ii) the date it guarantees such other Indebtedness, *provided* that no guarantee shall be required if the Subsidiary merges into the Company or an existing Subsidiary Guarantor and the surviving entity remains a Subsidiary Guarantor.

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

If a Guarantee were rendered voidable, it could be subordinated by a court to all other indebtedness (including guarantees and other contingent liabilities) of the applicable Subsidiary Guarantor, and, depending on the amount of such indebtedness, a Subsidiary Guarantor's liability on its Guarantee could be reduced to zero. Please read Risk Factors Risks Related to the Notes A guarantee could be voided if the guarantor fraudulently transferred the guarantee at the time it incurred the indebtedness, which could result in the noteholders being able to rely on only us to satisfy claims.

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

- (1) the Person formed by or surviving any such consolidation or merger (if other than such Subsidiary Guarantor) assumes all the obligations of such Subsidiary Guarantor under the Indenture and the Notes pursuant to a supplemental indenture, in a form reasonably satisfactory to the Trustee, and
- (2) immediately after such transaction, no Default or Event of Default exists.

The preceding does not prohibit a merger between Subsidiary Guarantors or a merger between the Company and a Subsidiary Guarantor.

In the event of a sale or other disposition of all or substantially all of the assets of any Subsidiary Guarantor, or a sale or other disposition of all the Capital Stock of such Subsidiary Guarantor, in any case whether by way of merger, consolidation or otherwise, then such Subsidiary Guarantor (in the event of a sale or other disposition by way of such a merger, consolidation or otherwise, of all of the Capital Stock of such Subsidiary Guarantor) or the Person acquiring the assets (in the event of a sale or other disposition, by way of such a merger, consolidation or otherwise, of all or substantially all of the assets of such Subsidiary Guarantor) will be released and relieved of any obligations under its Guarantee. Further, a Subsidiary Guarantor will be released and relieved from any obligations under its Guarantee if it ceases to guarantee any other Indebtedness of the Company or any other Subsidiary Guarantor other than a De Minimis Guaranteed Amount or the Indenture is satisfied and discharged as described below under Discharge of the Indenture.

We have previously announced our intention to form a private partnership to own a non-operating interest in our midstream natural gas assets outside of Appalachia and to sell a minority interest in such partnership to a third-party investor. We currently expect this transaction to close early in the second half of 2008. In connection with closing this transaction, we anticipate that assets with an estimated value of approximately \$3 billion will be divested to the midstream partnership through a series of mergers and asset and equity interest contributions. Substantially all of these assets are currently owned by a Subsidiary Guarantor. While we expect to retain a majority interest in the midstream partnership and to receive a cash distribution from it of approximately \$600 million to \$700 million in connection with the formation transactions, the midstream partnership will not be a Subsidiary Guarantor, and the entities that are contributed to the midstream partnership will be released from their guarantees of the Notes and will no longer be Subsidiary Guarantors. As a result, claims of any creditors of the midstream partnership and its subsidiaries, including trade creditors, will have priority with respect to the assets and earnings of such entities, including the assets being contributed in connection with formation transactions, over the claims of the Company's creditors, including holders of the Notes. Please read Ranking Liabilities of Subsidiaries versus Notes.

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## **Table of Contents**

### **Ranking**

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

As of March 31, 2008, the Company and the Subsidiary Guarantors had approximately \$12.3 billion in principal amount of Senior Indebtedness outstanding, \$3.2 billion of which was indebtedness under our secured revolving bank credit facility. Upon completion of this offering, the concurrent senior notes offering and the ultimate application of the net proceeds therefrom as described under *Use of Proceeds*, and giving effect to our April 2, 2008 common stock offering described under *Capitalization*, we would have had, on a pro forma basis as of March 31, 2008, approximately \$11.3 billion in principal amount of Senior Indebtedness outstanding, \$506 million of which would have been secured. As of May 20, 2008, we had outstanding borrowings of \$3.4 billion under our revolving bank credit facility.

The Notes will be senior unsecured obligations of the Company. Secured debt and other secured obligations of the Company and the Subsidiary Guarantors (including obligations with respect to our revolving bank credit facility) will be effectively senior to the Notes to the extent of the value of the assets securing such debt or other obligations.

*Liabilities of Subsidiaries versus Notes.* A substantial portion of the Company's operations is conducted through its subsidiaries. Claims of creditors of any subsidiaries that are not Subsidiary Guarantors, including trade creditors and creditors holding indebtedness or guarantees issued by such subsidiaries, and claims of preferred stockholders of such subsidiaries will have priority with respect to the assets and earnings of such subsidiaries over the claims of the Company's creditors, including Holders of the Notes. Accordingly, the Notes will be effectively subordinated to creditors (including trade creditors) and preferred stockholders, if any, of the Company's subsidiaries that are not Subsidiary Guarantors.

### **Contingent Interest**

We will pay contingent interest to Holders of the Notes during any six-month period from and including an interest payment date to but excluding the next interest payment date, commencing with the six-month period ending June 14, 2019, if the average trading price per \$1,000 principal amount of the Notes for the five trading-day period ending on the third day immediately preceding the first day of such six-month interest period equals 120% or more of such principal amount of the Notes.

During any interest period in which contingent interest shall be payable, the contingent interest payable per \$1,000 principal amount of the Notes will equal 0.50% per annum of the average trading price of \$1,000 principal amount of Notes during the five trading-day measuring period ending on the third day immediately preceding the applicable six-month interest period used to determine whether contingent interest must be paid.

Contingent interest, if any, will accrue from the first day of any interest period and be payable on the interest payment date at the end of the relevant six-month period to Holders of the Notes as of the record date relating to such interest payment date.

We will pay contingent interest, if any, in the same manner as we will pay interest described above under *General* and your obligations in respect of the payment of contingent interest in connection with the conversion of any Notes will also be the same as described below under *Payment Upon Conversion*. Upon determination that Holders of Notes will be entitled to receive contingent interest which may become payable during a relevant period, on or prior to the start of such period, we will provide notice to the Trustee setting forth the amount of contingent interest per \$1,000 principal amount of Notes and disseminate a press release through Dow Jones & Company, Inc. or Bloomberg Business News or other similarly broad public medium that is customary for such press releases.

**Table of Contents**

The Trustee will determine the trading price.

The trading price of the Notes on any date of determination means the average of the secondary market bid quotations per Note obtained by the Trustee for \$5,000,000 principal amount of the Notes at approximately 3:30 p.m., New York City time, on such determination date from two independent nationally recognized securities dealers we select, which may include one or more of the underwriters of the Notes, provided that if at least two such bids cannot reasonably be obtained by the Trustee, but one such bid can reasonably be obtained by the Trustee, this one bid will be used. If the Trustee cannot reasonably obtain at least one bid for \$5,000,000 principal amount of the Notes from a nationally recognized securities dealer or, in our reasonable judgment, the bid quotations are not indicative of the secondary market value of the Notes, then the trading price of the Notes will equal (a) the Applicable Conversion Rate of the Notes multiplied by (b) the Closing Sale Price (as defined under Conversion Rights Conversion Upon Satisfaction of Common Stock Price Condition ) of our common stock on such determination date.

**Conversion Rights**

Subject to the restrictions described in this Description of Notes, a Holder may convert any outstanding Notes into cash and, if applicable, shares of our common stock based on the Applicable Conversion Rate and in accordance with the conversion mechanism described below. A Holder may convert Notes only in denominations of \$1,000 and integral multiples thereof.

**General**

Prior to December 15, 2036, the Notes will be convertible as provided herein only in the circumstances described below under Conversion Upon Satisfaction of Common Stock Price Condition, Conversion Upon Satisfaction of Trading Price Condition, Conversion Upon Notice of Redemption or Conversion Upon Specified Corporate Transactions. On or after December 15, 2036, Notes may be converted without regard to the foregoing conditions, at any time on or before the close of business on the Maturity Date. Notwithstanding the foregoing, a Holder’s right to convert a Note called for redemption or delivered for repurchase will terminate at the close of business on the business day immediately preceding the redemption date or repurchase date for that Note, unless we default in making the payment due upon redemption or repurchase. In addition, if a Holder has exercised its right to require us to repurchase its Notes, such Holder may convert its Notes only if it withdraws its notice and converts its Notes before the close of business on the business day immediately preceding such repurchase date.

The Applicable Conversion Rate for any Notes to be converted will be determined as follows:

if the Applicable Stock Price for such Notes is less than or equal to the Base Conversion Price, the Applicable Conversion Rate for such Notes will be equal to the Base Conversion Rate, as may be adjusted as described below, or

if the Applicable Stock Price for such Notes is greater than the Base Conversion Price, the Applicable Conversion Rate for such Notes will be determined in accordance with the following formula:

$$\text{Base Conversion Rate} + \left[ \frac{(\text{Applicable Stock Price} - \text{Base Conversion Price}) \times \text{Incremental Share Factor}}{\text{Applicable Stock Price}} \right]$$

The Base Conversion Price is \$85.89, subject to adjustment as described under Description of Notes Conversion Rights Conversion Price Adjustments. The Base Conversion Price may be adjusted in certain corporate transactions that also constitute a Fundamental Change. See Adjustment to Shares Delivered Upon Conversion Upon Certain Changes of Control below.

The Base Conversion Rate per \$1,000 principal amount of Notes is a number of shares of common stock (initially approximately 11.6428) determined by dividing \$1,000 by the Base Conversion Price.

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**Table of Contents**

The Incremental Share Factor is 5.8214, subject to the same proportional adjustment as the Base Conversion Rate, in each case based upon adjustments to the Base Conversion Price.

The Applicable Stock Price for any Note to be converted is equal to the average of the Closing Sale Prices of our common stock over the applicable Cash Settlement Averaging Period.

The term trading day means a day during which (i) trading in securities generally occurs on the New York Stock Exchange or, if our common stock is not listed on the New York Stock Exchange, on the principal other national or regional securities exchange on which our common stock is then listed or, if our common stock is not listed on a national or regional securities exchange, on the NASDAQ Global Market or NASDAQ Global Select Market or, if our common stock is not quoted on the NASDAQ Global Market or NASDAQ Global Select Market, on the principal other market on which our common stock is then traded and (ii) there is no Market Disruption Event.

The Closing Sale Price of our common stock on any date means the closing sale price per share (or if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) on such date as reported on the principal United States securities exchange on which our common stock is traded or, if our common stock is not listed on a United States national or regional securities exchange, as reported by the NASDAQ Global Market or NASDAQ Global Select Market or by the National Quotation Bureau Incorporated. In the absence of such a quotation, the Closing Sale Price will be an amount determined in good faith by our board of directors to be the fair value of our common stock. The Closing Sale Price of any acquired common stock as described under Conversion Upon a Public Acquirer Change in Control shall be determined in the same manner.

Market Disruption Event means the occurrence or existence during the one-half hour period ending on the scheduled close of trading on any trading day for our common stock of any material suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in our common stock or in any options, contracts or future contracts relating to our common stock.

***Conversion Upon Satisfaction of Common Stock Price Condition***

Prior to December 15, 2036, with respect to any calendar quarter commencing after the Issue Date, a Holder may surrender any of its Notes for conversion during such calendar quarter (and only during such quarter) if the Closing Sale Price of our common stock for at least 20 trading days during the period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than 125% of the Base Conversion Price on such last trading day.

On or after December 15, 2036, a Holder may surrender any of its Notes for conversion at all times.

***Conversion Upon Satisfaction of Trading Price Condition***

You may surrender your Notes for conversion prior to maturity during the five business-day period following any five consecutive trading-day period in which the trading price per \$1,000 principal amount of Notes, as determined by the Trustee following a request by a Holder of Notes in accordance with the procedures described below, for each trading day of such five trading-day period was less than 95% of the product of the average of the Closing Sale Prices of our common stock for such five trading-day period and the Applicable Conversion Rate. For purposes of this condition, the Applicable Conversion Rate on any day shall be determined assuming the Applicable Stock Price is equal to the Closing Sale Price on such day.

The Trustee shall have no obligation to determine the trading price of the Notes for this purpose unless we have requested such determination in writing, and we shall have no obligation to make such request unless a Holder provides us with reasonable evidence that the trading price of the Notes on any date would be less than



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**Table of Contents**

95% of the product of the Closing Sale Price on such date and the Applicable Conversion Rate. At such time, we shall instruct the Trustee to determine the trading price of the Notes beginning on the next trading day and on each successive trading day until the trading price of the Notes is greater than or equal to 95% of the product of the Closing Sale Price and the Applicable Conversion Rate.

For this purpose, the trading price of the Notes on any date of determination shall be as set forth under Contingent Interest, except that if the Trustee cannot reasonably obtain at least one bid for \$5,000,000 principal amount of the Notes from a nationally recognized securities dealer or, in our reasonable judgment, the bid quotations are not indicative of the secondary market value of the Notes, then the trading price of the Notes will be deemed to be less than 95% of the Applicable Conversion Rate of the Notes multiplied by the Closing Sale Price on such determination date, *provided* that the foregoing shall not be applicable in the context of the determination of the trading price of the Notes for any six-month period for the purpose of determining whether contingent interest is payable as set forth under Contingent Interest.

***Conversion Upon Notice of Redemption***

A Holder may surrender for conversion any Note called for redemption at any time prior to the close of business on the day that is one business day prior to the redemption date, whether or not the Notes are otherwise convertible at such time.

***Conversion Upon Specified Corporate Transactions***

If we elect to:

distribute to all or substantially all holders of our common stock rights, warrants or options entitling them to subscribe for or purchase, for a period expiring not more than 60 days after the date of distribution, shares of our common stock at less than the average of the Closing Sale Prices of our common stock for the ten trading days immediately preceding the date that such distribution was first publicly announced; or

distribute to all or substantially all holders of our common stock cash, other assets, debt securities or certain rights or warrants to purchase our securities, which distribution has a per share value exceeding 10% of the Closing Sale Price of our common stock on the trading day immediately preceding the date that such distribution was first publicly announced, we must notify the Holders of Notes at least 20 days prior to the ex-dividend date for such distribution. Once we have given such notice, Holders may surrender their Notes for conversion until the earlier of the close of business on the business day prior to the ex-dividend date or our announcement that such distribution will not take place. This provision shall not apply if the Holder of a Note otherwise participates in the distribution on an as-converted basis (solely into shares of our common stock at the then Applicable Conversion Rate) without conversion of such Holder's Notes.

In addition, if we are a party to a consolidation, merger, share exchange, sale of all or substantially all of our assets or other similar transaction, in each case pursuant to which the shares of our common stock would be converted into (or holders of such shares would be entitled to receive) cash, securities or other property, a Holder may surrender its Notes for conversion at any time from and after the effective date of such transaction until and including the date that is 30 days after the effective date of such transaction. If the transaction also constitutes a Fundamental Change (as described below), such Holder can instead require us to repurchase all or a portion of its Notes as described under Right to Require Repurchase of Notes Upon a Fundamental Change.

***Payment Upon Conversion***

Subject to certain exceptions described below under Adjustment to Shares Delivered Upon Conversion Upon Certain Changes of Control, we will deliver to Holders in respect of each \$1,000 principal amount of

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**Table of Contents**

Notes surrendered for conversion a Settlement Amount equal to the sum of the Daily Settlement Amounts for each of the 20 consecutive trading days during the applicable Cash Settlement Averaging Period.

The Daily Settlement Amount, for each of the 20 consecutive trading days during a Cash Settlement Averaging Period, shall consist of:

cash equal to the lesser of \$50 and the Daily Conversion Value; and

to the extent the Daily Conversion Value exceeds \$50, a number of shares equal to (A) the difference between the Daily Conversion Value and \$50, divided by (B) the Closing Sale Price of our common stock for such day.

The Daily Conversion Value means, for each of the 20 consecutive trading days during a Cash Settlement Averaging Period, one-twentieth (1/20) of the product of (1) the Applicable Conversion Rate on such day and (2) the Closing Sale Price of our common stock on such day.

The Cash Settlement Averaging Period with respect to any Note being converted means the 20 consecutive trading-day period beginning on and including the second trading day after a notice of conversion in respect of such Note is delivered to the conversion agent, except that with respect to any notice of conversion received after the date of issuance of a notice of redemption as described under Optional Redemption of the Notes, the Cash Settlement Averaging Period means the 20 consecutive trading days beginning on and including the day which is the twenty-third scheduled trading day prior to the applicable redemption date.

If we reclassify our common stock or we are a party to a consolidation, merger, share exchange, sale of all or substantially all of our assets or other similar transaction, in which holders of our outstanding common stock would be entitled to receive cash, securities or other property for their shares of common stock, then, except as described below under Conversion Upon a Public Acquirer Change in Control, the right to convert a Note into cash and shares will be changed into a right to convert a Note into cash (up to the aggregate principal amount thereof) and the same type (and in the same proportion) of consideration received by holders of our common stock in these types of events (the reference property), based on the Daily Conversion Values of reference property, in an amount equal to the applicable Settlement Amount. If the transaction also constitutes a Fundamental Change, a holder can require us to repurchase all or a portion of its Notes as described under Right to Require Repurchase of Notes Upon a Fundamental Change.

For purposes of the foregoing, the type and amount of consideration that a holder of our common stock would have been entitled to in the case of reclassifications, consolidations, mergers, sales or transfers of assets or other transactions that cause our common stock to be converted into the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election) will be deemed to be the weighted average of the types and amounts of consideration received by the holders of our common stock that affirmatively make such an election.

In addition, for purposes of the foregoing, the Daily Conversion Values of reference property (or acquirer common stock in the event we make the election referred to under Conversion Upon a Public Acquirer Change of Control) will be determined by reference to (i) in the case of any security that constitutes reference property that is traded on a United States national securities exchange or the NASDAQ Global Market or NASDAQ Global Select Market or in the case of acquirer common stock, the closing sale price of such security or common stock, which shall be determined in a manner similar to the determination of the Closing Sale Price of our common stock, (ii) in the case of any other property other than cash, the value thereof as determined by two independent nationally recognized investment banks as of the effective date of the transaction and (iii) in the case of cash, at 100% of the amount thereof.

We will deliver the Settlement Amount to Holders who have tendered Notes for conversion on the third business day immediately following the last day of the Cash Settlement Averaging Period in respect of such Notes.

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**Table of Contents**

No fractional shares of common stock or securities representing fractional shares of common stock will be issued upon conversion. Any fractional interest in a share of common stock resulting from conversion will be paid in cash based on the average of the Closing Sale Prices on each day during the relevant Cash Settlement Averaging Period. For purposes of the foregoing, fractional shares arising from the calculation of the Daily Settlement Amount for any day in the Cash Settlement Averaging Period shall be aggregated with fractional shares for all other days in such period in determining the Settlement Amount, and any whole shares resulting therefrom shall be issued and any remaining fractional shares shall be paid in cash.

We may not have the financial resources, and we may not be able to arrange for financing, to pay the cash portion of the Settlement Amount for all Notes tendered for conversion. See **Risk Factors** **Risks Related to the Notes** We may be unable to repurchase your notes as required under the indenture upon a fundamental change or on the specified dates at the option of the holder or pay you cash upon conversion of your notes.

Delivery of the Settlement Amount and cash in lieu of fractional shares will be deemed to satisfy our obligation to pay the principal amount of the Notes and accrued interest (including contingent interest, if any) payable on the Notes, except as described below. Accrued interest (including contingent interest, if any) will be deemed paid in full rather than canceled, extinguished or forfeited. We will not adjust the Base Conversion Price to account for accrued and unpaid interest (including contingent interest, if any).

Except as described in this paragraph, no Holder of Notes will be entitled, upon conversion of the Notes, to any actual payment or adjustment on account of accrued and unpaid interest (including contingent interest, if any) on a converted Note, or on account of dividends or distributions on shares of our common stock issued in connection with the conversion of such Notes. If Notes are converted after a regular record date and prior to the opening of business on the next interest payment date, including the Maturity Date, Holders of such Notes at the close of business on the regular record date will receive the interest (including contingent interest, if any) payable on such Notes on the corresponding interest payment date notwithstanding the conversion. In such event, when the Holder surrenders the Note for conversion, the Holder must deliver payment to us of an amount equal to the interest payable on the interest payment date (including contingent interest, if any) on the principal amount to be converted. The foregoing sentence shall not apply to Notes called for redemption on a redemption date within the period between the close of business on the record date and the opening of business on the interest payment date, or to Notes surrendered for conversion on the interest payment date.

All shares of common stock distributed upon conversion will be freely transferable without restriction under the Securities Act (other than by our affiliates), and such shares will be eligible for receipt in global form through the facilities of DTC.

***Conversion Procedures***

If you wish to exercise your conversion right, you must deliver an irrevocable conversion notice in accordance with the provisions of the Indenture, together, if the Notes are in certificated form, with the certificated security, to the Trustee who will, on your behalf, convert the Notes into cash and shares of our common stock. You may obtain copies of the required form of the conversion notice from the Trustee. If a Holder of a Note has delivered notice of its election to have such Note repurchased at the option of such Holder on December 15, 2018, 2023, 2028 and 2033 or as a result of a Fundamental Change, such Note may be converted only if the notice of election is withdrawn as described under **Repurchase of Notes at the Option of the Holder** or **Right to Require Repurchase of Notes Upon a Fundamental Change**.

***Conversion Price Adjustments***

The Base Conversion Price is subject to adjustment in certain events, including those set forth below:

any payment of a dividend (or other distribution) payable in shares of common stock on any class of our Capital Stock;

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**Table of Contents**

any issuance to all holders of shares of common stock of rights, options or warrants entitling them to subscribe for or purchase, for a period expiring not more than 60 days after the date of distribution, shares of our common stock at less than the average of the Closing Sale Prices of our common stock for the ten trading days immediately preceding the date that such distribution was first publicly announced; *provided, however*, that no adjustment shall be made with respect to such a distribution if Holders of the Notes are entitled to participate in the distribution on substantially the same terms as holders of our common stock as if such Holders had converted their Notes solely into common stock immediately prior to such distribution at the then Applicable Conversion Rate;

any subdivision, combination or reclassification of our common stock;

any dividend or distribution to all holders of shares of our common stock (other than a dividend or distribution referred to in the second bullet point above) made pursuant to any shareholder rights plan, poison pill or similar arrangement;

any distribution by us consisting exclusively of cash to all holders of our common stock, excluding any cash dividend on our common stock to the extent that the aggregate cash dividend per share of our common stock in any quarterly period does not exceed \$0.075 (the dividend threshold amount); the dividend threshold amount is subject to adjustment under the same circumstances under which the Base Conversion Price is subject to adjustment; *provided, however*, that no adjustment will be made to the dividend threshold amount for any adjustment made to the Base Conversion Price pursuant to this clause, in which event the Base Conversion Price will be adjusted by multiplying:

(1) the Base Conversion Price by

(2) a fraction, the numerator of which will be the Market Value of a share of our common stock minus the amount per share of such dividend increase (as determined below) or distribution and the denominator of which will be the Market Value of a share of our common stock.

If an adjustment is required to be made under this clause as a result of a cash dividend in any quarterly period that exceeds the dividend threshold amount, the adjustment would be based upon the amount by which the distribution exceeds the dividend threshold amount (the dividend increase). If an adjustment is otherwise required to be made under this clause, the adjustment would be based upon the full amount of the distribution. Notwithstanding the foregoing, in no event will the Base Conversion Price be less than \$57.26, subject to adjustment in accordance with the first, second, third, fourth, sixth and seventh bullet points under this caption Conversion Price Adjustments ;

the completion of a tender or exchange offer made by us or any of our subsidiaries for shares of our common stock that involves an aggregate consideration that, together with (a) any cash and other consideration payable in a tender or exchange offer by us or any of our subsidiaries for shares of our common stock expiring within the then preceding 12 months in respect of which no adjustment has been made and (b) the aggregate amount of any such all-cash distributions referred to in the preceding bullet point to all holders of shares of common stock within the then preceding 12 months in respect of which no adjustments have been made, exceeds 15% of our market capitalization on the expiration of such tender offer; or

a distribution to all holders of common stock consisting of evidences of indebtedness, shares of Capital Stock other than common stock or assets (including securities, but excluding those dividends, rights, options, warrants and distributions referred to above); *provided, however*, that no adjustment shall be made with respect to such a distribution if Holders of the Notes are entitled to participate in the distribution on substantially the same terms as holders of our common stock as if such Holders had converted their Notes solely into common stock immediately prior to such distribution at the then Applicable Conversion Rate.

Upon any adjustment to the Base Conversion Price, the Base Conversion Rate will be adjusted accordingly. At any time the Base Conversion Rate is adjusted, the Incremental Share Factor will be proportionately adjusted on the same basis. No adjustment of the Base Conversion Price will be required unless such adjustment would

**Table of Contents**

require an increase or decrease of at least 1.0% of the Base Conversion Price then in effect. Any lesser adjustment shall be carried forward and shall be made at the time of and together with the next subsequent adjustment, if any, which, together with any adjustment or adjustments so carried forward, shall amount to an increase or decrease of at least 1.0% of such Base Conversion Price; *provided, however*, that with respect to adjustments to be made to the Base Conversion Price in connection with cash dividends paid by us, we will make such adjustments, regardless of whether such aggregate adjustments amount to 1.0% or more of the Base Conversion Price, no later than December 15 of each calendar year. We reserve the right to make such reductions in the Base Conversion Price in addition to those required in the foregoing provisions as we consider to be advisable in order that any event treated for federal income tax purposes as a dividend of stock or stock rights will not be taxable to the recipients. If we elect to make such a reduction in the Base Conversion Price, we will comply with the requirements of securities laws and regulations thereunder if and to the extent that such laws and regulations are applicable in connection with the reduction of the Base Conversion Price.

The term **Market Value** means the average Closing Sale Price of the common stock for a five consecutive trading-day period ending immediately prior to the date of determination.

The Base Conversion Price will not be adjusted for the issuance of our common stock (or securities convertible into or exchangeable for our common stock), except as described above. For example, and not by way of limitation, the Base Conversion Price will not be adjusted upon the issuance of shares of our common stock:

under any present or future employee benefit plan or program of ours;

in connection with an acquisition made by us; or

pursuant to the exercise of any option, warrant or right to purchase our common stock, the exchange of any exchangeable security for our common stock or the conversion of any convertible security into our common stock (except as expressly set forth above).

***Adjustment to Shares Delivered Upon Conversion Upon Certain Changes of Control***

If you elect to convert your Notes in connection with a corporate transaction described above under **Conversion Upon Specified Corporate Transactions** that occurs on or prior to December 15, 2018 that constitutes a **Fundamental Change** as defined under **Right to Require Repurchase of Notes Upon a Fundamental Change** (other than a Fundamental Change relating to the composition of our board of directors) and 10% or more of the fair market value of the consideration for the common stock in the corporate transaction consists of (i) cash (not including cash payments for fractional shares and cash payments pursuant to dissenters' appraisal rights), (ii) other property or (iii) securities that are not traded or scheduled to be traded immediately following such transaction on a U.S. national securities exchange or the NASDAQ Global Market or NASDAQ Global Select Market, which we refer to as a **non-stock change in control**, we will increase the Applicable Conversion Rate with respect to Notes converted in connection with such transaction by a number of shares ( **the additional shares** ) as described below, except that we will not make such adjustment if a public acquirer change of control occurs and we have made the election described below under **Conversion Upon a Public Acquirer Change of Control**. A conversion will be deemed to be **in connection** with a non-stock change of control only if the conversion is effected from and after the effective date until and including the 30th day thereafter.

The increase in the Applicable Conversion Rate will be expressed as a number of additional shares per \$1,000 principal amount of Notes and will be determined by reference to the table below, based on the date on which the corporate transaction constituting a non-stock change in control becomes effective (the **effective date** ) and the share price (the **share price** ) paid per share of common stock in such corporate transaction. If holders of shares of our common stock receive only cash in the corporate transaction, the share price shall be the cash amount paid per share. Otherwise, the share price shall be the average of the Closing Sale Prices of our common stock on the five trading days prior to but not including the effective date of the non-stock change in control.

**Table of Contents**

The share prices set forth in the first row of the table below (*i.e.*, column headers) will be adjusted as of any date on which the Base Conversion Price of the Notes is adjusted, as described above under Conversion Price Adjustments. The adjusted share prices will equal the share prices applicable immediately prior to such adjustment, divided by a fraction, the numerator of which is the Base Conversion Price immediately prior to the adjustment giving rise to the share price adjustment and the denominator of which is the Base Conversion Price as so adjusted. The number of additional shares will be adjusted in the same manner as the Base Conversion Rate as set forth under Conversion Price Adjustments above.

The following table sets forth the increase in the Applicable Conversion Rate, expressed as a number of additional shares to be received per \$1,000 principal amount of Notes.

| Effective date    | Stock Price |         |         |         |         |          |          |          |          |          |          |          |          |
|-------------------|-------------|---------|---------|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|
|                   | \$57.26     | \$65.00 | \$75.00 | \$85.89 | \$95.00 | \$105.00 | \$115.00 | \$125.00 | \$150.00 | \$175.00 | \$200.00 | \$250.00 | \$400.00 |
| May 20, 2008      | 5.8214      | 5.3572  | 4.9812  | 4.7677  | 4.0895  | 3.5282   | 3.0784   | 2.7270   | 2.0818   | 1.6529   | 1.3468   | 0.9426   | 0.3858   |
| December 15, 2009 | 5.8214      | 5.1295  | 4.7399  | 4.5127  | 3.8726  | 3.3206   | 2.8915   | 2.5518   | 1.9425   | 1.5409   | 1.2563   | 0.8826   | 0.3696   |
| December 15, 2010 | 5.8214      | 4.9141  | 4.5012  | 4.2915  | 3.6526  | 3.1063   | 2.7001   | 2.3702   | 1.7965   | 1.4227   | 1.1603   | 0.8178   | 0.3462   |
| December 15, 2011 | 5.8214      | 4.7310  | 4.3119  | 4.0936  | 3.4537  | 2.9187   | 2.5271   | 2.2053   | 1.6636   | 1.3147   | 1.0719   | 0.7570   | 0.3225   |
| December 15, 2012 | 5.8214      | 4.5314  | 4.0652  | 3.8282  | 3.1825  | 2.6748   | 2.2909   | 1.9902   | 1.4847   | 1.1707   | 0.9563   | 0.6770   | 0.2911   |
| December 15, 2013 | 5.8214      | 4.3137  | 3.7879  | 3.5278  | 2.8886  | 2.4006   | 2.0254   | 1.7534   | 1.2920   | 1.0152   | 0.8293   | 0.5758   | 0.2556   |
| December 15, 2014 | 5.8214      | 4.0264  | 3.4039  | 3.1110  | 2.5074  | 2.0219   | 1.6728   | 1.4340   | 1.0411   | 0.8158   | 0.6678   | 0.4782   | 0.2121   |
| December 15, 2015 | 5.8214      | 3.7995  | 3.0812  | 2.7593  | 2.1369  | 1.6577   | 1.3532   | 1.1331   | 0.8091   | 0.6324   | 0.5193   | 0.3746   | 0.1683   |
| December 15, 2016 | 5.8214      | 3.7726  | 2.6585  | 2.2465  | 1.5965  | 1.1639   | 0.9097   | 0.7278   | 0.5131   | 0.4055   | 0.3358   | 0.2454   | 0.1106   |
| December 15, 2017 | 5.8214      | 3.7572  | 1.9959  | 1.3704  | 0.7442  | 0.4444   | 0.2880   | 0.2286   | 0.1745   | 0.1438   | 0.1208   | 0.0882   | 0.0396   |
| December 15, 2018 | 5.8214      | 3.7418  | 1.6905  | 0.0000  | 0.0000  | 0.0000   | 0.0000   | 0.0000   | 0.0000   | 0.0000   | 0.0000   | 0.0000   | 0.0000   |

In no event will the Applicable Conversion Rate exceed 17.4642 per \$1,000 principal amount of Notes, subject to adjustment as set forth under Conversion Price Adjustments above.

The exact share prices and effective dates may not be set forth in the table above, in which case if the share price is:

between two share price amounts in the table or the effective date is between two effective dates in the table, the number of additional shares will be determined by a straight-line interpolation between the number of additional shares set forth for the higher and lower share price amounts and the two dates, as applicable, based on a 365-day year;

in excess of \$400.00 per share (subject to adjustment in the same manner as the Base Conversion Price), no increase in the Applicable Conversion Rate will be made; and

less than \$57.26 per share (subject to adjustment in the same manner as the Base Conversion Price), no increase in the Applicable Conversion Rate will be made.

Our obligations to deliver any additional shares could be considered a penalty, in which case the enforceability thereof would be subject to general principles of reasonableness of economic remedies.

**Conversion Upon a Public Acquirer Change in Control**

Notwithstanding the foregoing, in the case of a non-stock change in control constituting a public acquirer change in control (as defined below) we may, in lieu of adjusting the Applicable Conversion Rate in the manner described above in Adjustment to Shares Delivered Upon Conversion

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Upon Certain Changes of Control, elect to adjust the related conversion obligation such that, from and after the effective date of such public acquirer change in control, the right to convert a Note will be changed into a right to convert a Note into

S-38

## **Table of Contents**

acquirer common stock (as defined below). We may make such election at any time prior to the twentieth day immediately preceding the proposed effective date of the public acquirer change in control, and if made, such election shall be irrevocable. In the event we make such election, upon conversion we will deliver cash and shares of acquirer common stock, if any, in the same manner described above under Payment Upon Conversion. If we make such an election, on and following the effective date of such transaction:

the Base Conversion Rate will be adjusted by multiplying (A) the Base Conversion Rate in effect immediately prior to the effective date of such public acquirer change in control by (B) a fraction equal to the average of the quotients obtained, for each trading day in the 10 consecutive trading day period commencing on the trading day next succeeding the effective date of such public acquirer change in control (the valuation period), by dividing (i) the acquisition value of our common stock on each such trading day in the valuation period, by (ii) the Closing Sale Price of the acquirer common stock on each such trading day in the valuation period;

the Incremental Share Factor will be adjusted proportionally by adjusting the Incremental Share Factor immediately prior to such transaction on the same basis as the Base Conversion Rate; and

the Applicable Stock Price will be based upon the Closing Sale Price of the acquirer common stock. Upon any such adjustment in the Base Conversion Rate, the Base Conversion Price will be adjusted accordingly.

The acquisition value of our common stock means, for each trading day in the valuation period, the value of the consideration paid per share of our common stock in connection with such public acquirer change in control, as follows:

for any cash, 100% of the face amount of such cash;

for any acquirer common stock, 100% of the Closing Sale Price of such acquirer common stock on each such trading day; and

for any other securities, assets or property, 102% of the fair market value of such security, asset or property on each such trading day, as determined by two independent nationally recognized investment banks selected by the Trustee for this purpose.

After the adjustment of the Applicable Conversion Rate in connection with a public acquirer change in control, the Applicable Conversion Rate will be subject to further similar adjustments in the event that any of the events described above occur thereafter.

A public acquirer change in control is any transaction described in the third bullet point of the definition of Fundamental Change below where the acquirer, or any entity that is a direct or indirect beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of more than 50% of the aggregate ordinary voting power of all shares of such acquirer's Capital Stock that are entitled to vote generally in the election of directors, but in each case other than us, has a class of common stock (or depository shares or receipts in respect thereof) traded on a United States national securities exchange or quoted on the NASDAQ Global Market or NASDAQ Global Select Market or which will be so traded or quoted when issued or exchanged in connection with such change in control. We refer to such acquirer's or other entity's class of common stock traded (or depository shares or receipts in respect thereof) on a United States national securities exchange or quoted on the NASDAQ Global Market or NASDAQ Global Select Market or which will be so traded or quoted when issued or exchanged in connection with such change in control as the acquirer common stock.

### **Optional Redemption of the Notes**

Beginning on December 15, 2018, we may redeem the Notes, in whole at any time, or in part from time to time, for cash at a price equal to 100% of the principal amount of the Notes plus accrued and unpaid interest





## **Table of Contents**

(including contingent interest, if any) up to but not including the date of redemption (unless the redemption date is between a record date and the following interest payment date, in which case we instead will pay any accrued interest to the holder of record as of such record date). We will give not less than 30 days nor more than 60 days notice of redemption by mail to Holders of the Notes.

If we choose to redeem less than all of the Notes at any time, the Trustee will select or cause to be selected the Notes to be redeemed by any method that it deems fair and appropriate. In the event of a partial redemption, the Trustee may select for redemption portions of the principal amount of any Note in principal amounts of \$1,000 and integral multiples thereof.

For a discussion of the tax treatment to a Holder of the Notes upon optional redemption by us, see Material U.S. Federal Income Tax Considerations U.S. Holders Sale, Conversion, Exchange, Redemption or Retirement of the Notes and Non-U.S. Holders Payments with Respect to, and Conversion or Disposition of, the Notes.

## **Mandatory Redemption**

Except as described in this offering memorandum under Repurchase of Notes at the Option of the Holder and Right to Require Repurchase of Notes Upon a Fundamental Change, we are not required to repurchase or redeem the Notes. There are no sinking fund payments.

## **Repurchase of Notes at the Option of the Holder**

A Holder has the right to require us to repurchase all or a portion of its Notes on December 15, 2018, 2023, 2028 and 2033. We will repurchase the Notes as to which these repurchase rights are exercised for an amount of cash equal to 100% of the principal amount of the Notes on the date of repurchase, plus accrued and unpaid interest (including contingent interest, if any) up to but not including the date of repurchase.

We will be required to give notice on a date not less than 30 business days prior to each date of repurchase to the Trustee and all Holders at their addresses shown in the register of the registrar, and to beneficial owners as required by applicable law, stating among other things, the procedures that Holders must follow to require us to repurchase their Notes.

Our ability to repurchase Notes may be limited by the terms of our then existing indebtedness or financing agreements. If we are obligated to repurchase the Notes, we cannot assure you that we will be able to obtain all required consents under our then existing indebtedness or have available funds sufficient to repay indebtedness, if any, that restricts the repurchase of the Notes and to pay the repurchase price for all the Notes we may be required to repurchase. Our ability to pay cash to Holders electing to require us to repurchase the Notes also may be limited by our then existing financial resources. We cannot assure you that sufficient funds will be available when necessary to make any required repurchases. We would need to seek third-party financing to the extent we do not have available funds to meet our repurchase obligations. However, there can be no assurance that we would be able to obtain any such financing on acceptable terms or at all. See Risk Factors Risks Related to the Notes We may be unable to repurchase your notes as required under the indenture upon a fundamental change or on the specified dates at the option of the holder or pay you cash upon conversion of your notes.

No Notes may be repurchased at the option of Holders if there has occurred and is continuing an Event of Default with respect to the Notes, other than a default in the payment of the repurchase price with respect to such Notes.

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**Table of Contents**

**Right to Require Repurchase of Notes Upon a Fundamental Change**

If a Fundamental Change (as defined below) occurs, each Holder of Notes may require that we repurchase the Holder's Notes on the date fixed by us that is not less than 30 days nor more than 45 days after we give notice of the Fundamental Change. We will repurchase the Notes for an amount of cash equal to 100% of the principal amount of the Notes, plus accrued and unpaid interest (including contingent interest, if any) up to but not including the date of repurchase (unless the repurchase date is between a record date and the following interest payment date, in which case we instead will pay any accrued interest to the holder of record as of such record date).

Fundamental Change means the occurrence of one or more of the following events:

the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of our assets to any person or group (as such term is used in Section 13(d)(3) of the Exchange Act);

the adoption of a plan, relating to the liquidation or dissolution of the Company;

the acquisition, directly or indirectly, by any Person or group (as such term is used in Section 13(d)(3) of the Exchange Act), of beneficial ownership (as defined in Rule 13d-3 under the Exchange Act, except that such Person shall be deemed to have beneficial ownership of all shares that any such Person has the right to acquire, whether such right is exercisable immediately or only after passage of time) of more than 50% of the aggregate voting power of our Voting Stock (for the purposes of this provision, such other Person or group shall be deemed to beneficially own any Voting Stock of a specified corporation held by a parent corporation, if such other person or group is the beneficial owner (as defined above), directly or indirectly, of more than 35% of the voting power of the Voting Stock of such parent corporation); or

during any period of two consecutive years, individuals who at the beginning of such period constituted our board of directors (together with any new directors whose election by such board of directors or whose nomination for election by our shareholders was approved by a vote of 66 2/3% of our directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of our board of directors then in office; or

our common stock ceases to be listed on a national securities exchange or quoted on the NASDAQ Global Market or NASDAQ Global Select Market or another over-the-counter market in the United States.

However, a Fundamental Change will not be deemed to have occurred in the case of a merger or consolidation, if at least 90% of the consideration (excluding cash payments for fractional shares and cash payments pursuant to dissenters' appraisal rights) in the merger or consolidation consists of common stock (or depositary shares or receipts in respect thereof) of a United States company traded on a national securities exchange or quoted on the NASDAQ Global Market or NASDAQ Global Select Market (or which will be so traded or quoted when issued or exchanged in connection with such transaction) (and as a result of such merger or consolidation the Notes are convertible into cash and the consideration received by holders of our common stock as set forth under "Conversion Rights Payment Upon Conversion").

The phrase "all or substantially all" of our assets is likely to be interpreted by reference to applicable state law at the relevant time, and will be dependent on the facts and circumstances existing at such time. As a result, there may be a degree of uncertainty in ascertaining whether a sale, lease or transfer is of "all or substantially all" of our assets.

On or before the 30th day after a Fundamental Change, we must mail to the Trustee and all Holders of the Notes a notice of the occurrence of the Fundamental Change offer, stating:

the repurchase date;



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**Table of Contents**

the date by which the repurchase right must be exercised;

the repurchase price for the Notes; and

the procedures which a Holder of Notes must follow to exercise the repurchase right.

The effect of these provisions granting the Holders the right to require us to repurchase the Notes upon the occurrence of a Fundamental Change may make it more difficult for any person or group to acquire control of us or to effect a business combination with us. Our ability to pay cash to Holders of Notes following the occurrence of a Fundamental Change may be limited by our then existing indebtedness, financing agreements or financial resources. We cannot assure you that sufficient funds will be available when necessary to make any required repurchases. See Risk Factors Risks Related to the Notes We may be unable to repurchase your notes as required under the indenture upon a fundamental change or on the specified dates at the option of the holder or pay you cash upon conversion of your notes.

Our obligation to make a repurchase in the event of a Fundamental Change will be satisfied if a third party makes the Fundamental Change offer in the manner and at the times and otherwise in compliance in all material respects with the requirements applicable to a Fundamental Change offer made by us and purchases all Notes properly tendered and not withdrawn under the Fundamental Change offer.

If a Fundamental Change occurs and the Holders exercise their rights to require us to repurchase Notes, we intend to comply with applicable tender offer rules under the Exchange Act with respect to any repurchase.

**Procedures Upon Repurchase of Notes at the Option of Holder or Upon a Fundamental Change**

On or prior to the date of repurchase, we will deposit with a paying agent an amount of money sufficient to pay the aggregate repurchase price of the Notes which is to be paid on the date of repurchase. Payment of the repurchase price for the Notes will be made promptly following the later of the date of repurchase and the time of delivery of the Notes.

If the paying agent holds money sufficient to pay the repurchase price of the Notes on the business day following the date of repurchase in accordance with the terms of the Indenture, then, immediately after the date of repurchase, the Notes will cease to be outstanding, whether or not the Notes are delivered to the paying agent. Thereafter, all other rights of the Holder shall terminate, other than the right to receive the repurchase price upon delivery of the Notes.

For a discussion of the tax treatment of a Holder exercising the right to require us to repurchase Notes, see Material U.S. Federal Income Tax Considerations U.S. Holders Sale, Conversion, Exchange, Redemption or Retirement of the Notes and Non-U.S. Holders Payments with Respect to, and Conversion or Disposition of, the Notes.

To exercise a right to require us to repurchase Notes on the specified dates or upon a Fundamental Change as described above, the Holder of a Note must deliver, on or before the third business day before the repurchase date, a written notice to us and the Trustee of the Holder's exercise of the repurchase right. This notice must be accompanied by certificates evidencing the Note or Notes with respect to which the right is being exercised, duly endorsed for transfer, in the case of any Notes in certificated form. This notice of exercise may be withdrawn by the Holder by a written notice of withdrawal delivered to the paying agent at any time on or before the close of business on the business day preceding the repurchase date. The notice of withdrawal must state:

the principal amount of Notes being withdrawn;

the principal amount, if any, of Notes not being withdrawn; and

if certificated Notes have been issued, the certificate numbers of the Notes being withdrawn.



## **Table of Contents**

### **Purchase and Cancellation**

We may, to the extent permitted by law, purchase the Notes in the open market or by tender offer at any price or by private placement. Any Notes purchased by us may, to the extent permitted by law, be reissued or resold or may, at our option, be surrendered to the Trustee for cancellation. Any Notes surrendered for cancellation may not be reissued or resold and will be promptly cancelled.

### **Consolidation, Merger and Sale of Assets**

The Company will not consolidate or merge with or into any Person, or sell, convey, lease or otherwise dispose of all of substantially all of its assets to any Person, unless:

the Person formed by or surviving such consolidation or merger (if other than the Company), or to which such sale, lease, conveyance or other disposition shall be made (collectively, the Successor ), is a corporation, limited liability company or limited partnership organized and existing under the laws of the United States or any state thereof or the District of Columbia, or Canada or any province thereof, and the Successor assumes by supplemental indenture in a form satisfactory to the Trustee all of the obligations of the Company under the Indenture and under the Notes; *provided*, that unless the Successor is a corporation, a corporate co-issuer of the Notes will be added to the Indenture by such supplemental indenture; and

immediately before and after giving effect to such transaction, no Event of Default, or any event which is, or after notice or passage of time would be, an Event of Default, shall have occurred and be continuing.

### **SEC Reports**

Notwithstanding that the Company may not be required to remain subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company will file with the SEC annual reports and such information, documents and other reports as specified in Sections 13 and 15(d) of the Exchange Act and provide copies to the Trustee and Holders within 15 days after filing the same with the SEC.

### **Modification and Waiver**

Supplements and amendments to the Indenture or the Notes may be made by the Company, the Subsidiary Guarantors and the Trustee with the consent of the Holders of a majority in principal amount of the Notes then outstanding; provided that no such modification or amendment may, without the consent of the Holder of each Note then outstanding affected thereby,

- (1) reduce the percentage of principal amount of Notes whose Holders must consent to an amendment or supplement;
- (2) reduce the rate or change the time for payment of interest, including default interest, on any Note;
- (3) reduce the principal amount of any Note or change the Maturity Date;
- (4) reduce the redemption price, including premium, if any, payable upon redemption of any Note change the time at which any Note may or shall be redeemed;
- (5) modify the provisions of the Indenture relating to our requirement to repurchase Notes:
  - (a) upon a Fundamental Change after the occurrence thereof; or
  - (b) on December 15, 2018, 2023, 2028 and 2033;
- (6) adversely affect the rights provided in the Indenture to convert any Note;
- (7) make any Note payable in money other than that stated in such Note;

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(8) impair the right to institute suit for the enforcement of the payment of any amount or shares of common stock (or other property) with respect to any Note when due;

S-43



## **Table of Contents**

(9) make any change in the percentage of principal amount of Notes necessary to waive compliance with certain provisions of the Indenture; or

(10) waive an Event of Default, or any event which is, or after notice or passage of time would be, an Event of Default, in the payment of any amount or shares of common stock (or other property) due in connection with any Note.

Supplements and amendments of the Indenture may be made by the Company and the Trustee without the consent of any Holders of the Notes in certain limited circumstances, including

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

(2) to provide for the assumption of the obligations of the Company or any Subsidiary Guarantor under the Indenture upon the merger, consolidation or sale or other disposition of all or substantially all of the assets of the Company or such Subsidiary Guarantor;

(3) to reflect the release of any Subsidiary Guarantor from its Guarantee of the Notes, or the addition of any Subsidiary of the Company as a Subsidiary Guarantor, in the manner provided in the Indenture;

(4) to comply with any requirement of the SEC in order to maintain the qualification of the Indenture under the Trust Indenture Act;

(5) to make any change that would provide any additional benefit to the Holders or that does not adversely affect the rights of any Holder of the Notes in any material respect; or

(6) to make provisions with respect to the conversion right of the Holders pursuant to the requirements of the Indenture.

The Holders of a majority in aggregate principal amount of the Notes then outstanding may waive any past default under the Indenture, except a default in the payment of principal, premium, if any, or interest on the Notes, a default in respect of a provision that cannot be amended without the consent of each Holder of Notes affected, or a default which constitutes a failure to convert any Note in accordance with the terms of the Indenture.

## **Events of Default**

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

(1) default by the Company or any Subsidiary Guarantor in the payment of principal or of premium, if any, on the Notes when due and payable at maturity, upon acceleration or otherwise (including the failure to make cash payments due upon conversion or a payment to repurchase Notes tendered pursuant to a Fundamental Change or to repurchase Notes at your option on December 15, 2018, 2023, 2028 and 2033);

(2) we fail to deliver shares of our common stock or any cash in lieu of fractional shares, as the case may be, or any other property other than cash, upon conversion of the Notes within the time period required by the Indenture, and such failure continues for a period of 5 days;

(3) default by the Company or any Subsidiary Guarantor for 30 days in payment of any interest on the Notes;

(4) default on any other Indebtedness of the Company, any Subsidiary Guarantor or any other Subsidiary if either

(a) such default results in the acceleration of the maturity of any such Indebtedness having a principal amount of \$50.0 million or more individually or, taken together with the principal amount of any other such Indebtedness the maturity of which has been so accelerated, in the aggregate, or

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**Table of Contents**

(b) such default results from the failure to pay when due principal of, premium, if any, or interest on, any such Indebtedness, after giving effect to any applicable grace period (a Payment Default ), having a principal amount of \$50.0 million or more individually or, taken together with the principal amount of any other Indebtedness under which there has been a Payment Default, in the aggregate;

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

(5) default in the performance, or breach of, the covenant described under Consolidation, Merger and Sale of Assets, or in the performance, or breach of, any other covenant or agreement of the Company or any Subsidiary Guarantor in the Indenture and failure to remedy such default within a period of 45 days after written notice thereof from the Trustee or Holders of 25% of the principal amount of the outstanding Notes; *provided, however*, that we shall have 90 days after receipt of such notice to remedy, or receive a waiver for, any failure to comply with our obligations to file our annual, quarterly and current reports in accordance with the covenant described under SEC Reports or to comply with Section 314(a)(1) of the Trust Indenture Act so long as we are attempting to cure such failure as promptly as reasonably practicable;

(6) the entry by a court of one or more judgments or orders for the payment of money against the Company or any Significant Subsidiary in an aggregate amount in excess of \$50.0 million (net of applicable insurance coverage by a third party insurer which is acknowledged in writing by such insurer) that has not been vacated, discharged, satisfied or stayed pending appeal within 60 days from the entry thereof;

(7) except as permitted by the Indenture, the failure of a Guarantee by a Subsidiary Guarantor to be in full force and effect, or the denial or disaffirmance by such entity thereof; or

(8) certain events involving bankruptcy, insolvency or reorganization of the Company or any Significant Subsidiary of the Company.

For purposes of this section, Significant Subsidiary means any subsidiary that would constitute a significant subsidiary within the meaning of Article 1 of Regulation S-X promulgated under the Securities Act.

The Indenture provides that the Trustee may withhold notice to the Holders of the Notes of any default (except in payment of principal of, or premium, if any, or interest on the Notes) if the Trustee considers it in the interest of the Holders of the Notes to do so.

If an Event of Default occurs and is continuing, the Trustee or the Holders of not less than 25% in principal amount of the Notes outstanding may declare the principal of and premium, if any, and accrued but unpaid interest on all the Notes to be due and payable. Upon such a declaration, such principal, premium, if any, and interest will be due and payable immediately. If an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Company or any Significant Subsidiary of the Company occurs and is continuing, the principal of, and premium, if any, and interest on all the Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders of the Notes. The amount due and payable on the acceleration of any Note will be equal to 100% of the principal amount of the Notes, plus accrued and unpaid interest to the date of payment. Under certain circumstances, the Holders of a majority in principal amount of the outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

No Holder of a Note may pursue any remedy under the Indenture unless

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

(2) the Trustee shall have received a request from Holders of at least 25% in principal amount of the Notes to pursue such remedy;

## **Table of Contents**

- (3) the Trustee shall have been offered indemnity reasonably satisfactory to it;
- (4) the Trustee shall have failed to act for a period of 60 days after receipt of such notice, request and offer of indemnity; and
- (5) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority in principal amount of the Notes;

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

## **Payment and Paying Agents**

Payments on the Notes will be made in U.S. dollars at the place of the Trustee. At our option, however, we may make payments by check mailed to the Holder's registered address or, with respect to global Notes, by wire transfer. We will make interest payments to the person in whose name the Notes are registered at the close of business on the regular record date for the interest payment. The Trustee will be designated as our paying agent for payments on Notes. We may at any time designate additional paying agents or rescind the designation of any paying agent or approve a change in the place through which any paying agent acts.

Subject to the requirements of any applicable abandoned property laws, the Trustee and paying agent shall pay to us upon written request any money held by them for payments on the Notes that remain unclaimed for two years after the date upon which that payment has become due. After payment to us, Holders entitled to the money must look to us for payment. In that case, all liability of the Trustee or paying agent with respect to that money will cease.

## **Notices**

Notice to registered Holders of the Notes will be given by mail to the Holders at the addresses as they appear in the security register. Notices will be deemed to have been given on the date of such mailing.

## **Discharge of the Indenture**

We may satisfy and discharge our and the Subsidiary Guarantors' obligations under the Indenture by delivering to the Trustee for cancellation all outstanding Notes or by depositing with the Trustee, the paying agent or the conversion agent, if applicable, after the Notes have become due and payable, whether at stated maturity or any redemption date, or any repurchase date, or upon conversion or otherwise, cash and shares of our common stock (as applicable under the terms of the Indenture) sufficient to pay all of the outstanding Notes and paying all other sums payable under the Indenture.

## **Form, Denomination and Registration**

### ***Denomination and Registration***

The Notes will be issued in fully registered form, without coupons, in denominations of \$1,000 principal amount and integral multiples thereof.

### ***Global Notes***

The Notes will be evidenced by one or more global Notes deposited with the Trustee as custodian for DTC, and registered in the name of Cede & Co. as DTC's nominee.

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**Table of Contents**

Record ownership of the global Notes may be transferred, in whole or in part, only to another nominee of DTC or to a successor of DTC or its nominee, except as set forth below. You may hold your interests in the global Notes directly through DTC if you are a participant in DTC, or indirectly through organizations which are direct DTC participants if you are not a participant in DTC. Transfers between direct DTC participants will be effected in the ordinary way in accordance with DTC's rules and will be settled in same-day funds. You may also beneficially own interests in the global Notes held by DTC through certain banks, brokers, dealers, trust companies and other parties that clear through or maintain a custodial relationship with a direct DTC participant, either directly or indirectly.

So long as Cede & Co., as nominee of DTC, is the registered owner of the global Notes, Cede & Co. for all purposes will be considered the sole Holder of the global Notes. Except as provided below, owners of beneficial interests in the global Notes:

will not be entitled to have certificates registered in their names;

will not receive or be entitled to receive physical delivery of certificates in definitive form; and

will not be considered Holders of the global Notes.

The laws of some states require that certain persons take physical delivery of securities in definitive form. Consequently, the ability of an owner of a beneficial interest in a global security to transfer the beneficial interest in the global security to such persons may be limited.

We will wire, through the facilities of the Trustee, all payments on the global Notes to Cede & Co., the nominee of DTC, as the registered owner of the global Notes. None of the Company, the Trustee and any paying agent will have any responsibility or be liable for paying amounts due on the global Notes to owners of beneficial interests in the global Notes.

It is DTC's current practice, upon receipt of any payment on the global Notes, to credit participants' accounts on the payment date in amounts proportionate to their respective beneficial interests in the Notes represented by the global Notes, as shown on the records of DTC. Payments by DTC participants to owners of beneficial interests in Notes represented by the global Notes held through DTC participants will be the responsibility of DTC participants, as is now the case with securities held for the accounts of customers registered in street name.

If you would like to convert Notes pursuant to the terms of the Notes, you should contact your broker or other direct or indirect DTC participant to obtain information on the procedures, including proper forms and cut-off times, for submitting those requests and effecting delivery of such Notes on DTC's records.

Because DTC can only act on behalf of DTC participants, who in turn act on behalf of indirect DTC participants and other banks, the ability of a Holder to pledge its interest in the Notes represented by global Notes to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate.

Neither the Company nor the Trustee (nor any registrar, paying agent or conversion agent under the Indenture) will have any responsibility for the performance by DTC or direct or indirect DTC participants of their obligations under the rules and procedures governing their operations. DTC has advised us that it will take any action permitted to be taken by a Holder of Notes, including, without limitation, the presentation of Notes for conversion, only at the direction of one or more direct DTC participants to whose account with DTC interests in the global Notes are credited and only for the principal amount of the Notes for which directions have been given.

DTC has advised us as follows: DTC is a limited-purpose trust company organized under the New York Banking Law, a banking organization within the meaning of the New York Banking Law, a member of the

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## **Table of Contents**

Federal Reserve System, a clearing corporation within the meaning of the Uniform Commercial Code, and a clearing agency registered pursuant to the provisions of Section 17A of the Exchange Act, as amended. DTC holds securities for DTC participants and facilitates the clearance and settlement of securities transactions between DTC participants through electronic computerized book-entry transfers and pledges between the accounts of its participants. This eliminates the need for physical movement of securities certificates. Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations, and may include one or more of the underwriters of the Notes. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ( DTCC ). DTCC, in turn, is owned by a number of DTC s participants or their representatives, together with other entities. Indirect access to the DTC system is available to others such as banks, brokers, dealers and trust companies that clear through, or maintain a custodial relationship with, a participant, either directly or indirectly. The DTC rules applicable to its participants are on file with the SEC.

Although the description of the foregoing procedures is based upon information obtained from DTC, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. If (i) DTC is at any time unwilling or unable to continue as depository and a successor depository is not appointed by us within 90 days or (ii) at any time we, in our sole discretion, determine not to have the Notes represented by global Notes, we will cause Notes to be issued in definitive form in exchange for the global Notes. In such case, beneficial interests in a global Note may be exchanged for definitive certificated Notes in accordance with DTC s customary procedures. None of the Company, the Trustee or any of their respective agents will have any responsibility for the performance by DTC or direct or indirect DTC participants of their obligations under the rules and procedures governing their operations, including maintaining, supervising or reviewing the records relating to, or payments made on account of beneficial ownership interests in global Notes.

According to DTC, the foregoing information with respect to DTC has been provided to its participants and other members of the financial community for information purposes only and is not intended to serve as a representation, warranty or contract modification of any kind.

### **Replacement of Notes**

We will replace any Notes that become mutilated, destroyed, stolen or lost at the expense of the Holder upon compliance with the requirements of the Indenture, including delivery to the Trustee of any mutilated Notes. In the case of lost, stolen or destroyed Notes, indemnity satisfactory to the Trustee and us may be required at the expense of the Holder of the Notes before a replacement note will be issued.

### **Trustee, Paying Agent and Conversion Agent**

The Bank of New York Trust Company, N.A. will initially act as Trustee, paying agent, registrar and conversion agent for the Notes. The Bank of New York Trust Company, N.A. also serves as trustee for all of our outstanding senior notes and contingent convertible senior notes and will also serve as trustee for the senior notes being offered contemporaneously with the Notes. We may also maintain banking and other commercial relationships with the Trustee and its affiliates in the ordinary course of business, and the Trustee may own our debt securities. Its address is 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602.

The Indenture will contain certain limitations on the rights of the Trustee, should it become a creditor of the Company, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest (as defined in the Trust Indenture Act) after a default has occurred and is continuing, it must eliminate such conflict within 90 days or apply to the SEC for permission to continue or resign.

## **Table of Contents**

The Holders of a majority in principal amount of the then outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee, subject to certain exceptions. If an Event of Default under the Indenture occurs (which is not cured), the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any Holder of Notes, unless such Holder has offered to the Trustee indemnity satisfactory to it against any loss, liability or expense.

### **Payment of Stamp and Other Taxes**

We will pay all stamp and other duties, if any, which may be imposed by the United States or any political subdivision thereof or taxing authority thereof or therein with respect to the issuance of the Notes. We will not be required to make any payment with respect to any other tax, assessment or governmental charge imposed by any government or any political subdivision thereof or taxing authority thereof or therein.

### **Governing Law**

The Indenture and the Notes are governed by and construed in accordance with the laws of the State of New York.

### **Certain Definitions**

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

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

(1) discounted future net revenue from proved oil and gas reserves of the Company and its Subsidiaries calculated in accordance with SEC guidelines before any state or federal income taxes, as estimated by petroleum engineers (which may include the Company's internal engineers) in a reserve report prepared as of the end of the Company's most recently completed fiscal year, as increased by, as of the date of determination, the discounted future net revenue of (A) estimated proved oil and gas reserves of the Company and its Subsidiaries attributable to any acquisition consummated since the date of such year-end reserve report and (B) estimated proved oil and gas reserves of the Company and its Subsidiaries attributable to extensions, discoveries and other additions and upward revisions of estimates of proved oil and gas reserves due to exploration, development or exploitation, production or other activities conducted or otherwise occurring since the date of such year-end reserve report which, in the case of sub-clauses (A) and (B), would, in accordance with standard industry practice, result in such increases as calculated in accordance with SEC guidelines (utilizing the prices utilized in such year-end reserve report), and decreased by, as of the date of determination, the discounted future net revenue of (C) estimated proved oil and gas reserves of the Company and its Subsidiaries produced or disposed of since the date of such year-end reserve report and (D) reductions in the estimated oil and gas reserves of the Company and its Subsidiaries since the date of such year-end reserve report attributable to downward revisions of estimates of proved oil and gas reserves due to exploration, development or exploitation, production or other activities conducted or otherwise occurring since the date of such year-end reserve report which, in the case of sub-clauses (C) and (D) would, in accordance with standard industry practice, result in such decreases as calculated in accordance with SEC guidelines (utilizing the prices utilized in such year-end reserve report); *provided* that, in the case of each of the determinations made pursuant to clauses (A) through (D), such increases and decreases shall be as estimated by the Company's engineers,

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**Table of Contents**

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

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

(4) the greater of (A) the net book value on a date no earlier than the date of the Company's latest annual or quarterly financial statements and (B) the appraised value, as estimated by independent appraisers, of other tangible assets (including Investments in unconsolidated Subsidiaries) of the Company and its Subsidiaries, as of a date no earlier than the date of the Company's latest audited financial statements,

minus (b) the sum of

(1) minority interests,

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

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

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

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

If the Company changes its method of accounting from the full cost method to the successful efforts method or a similar method of accounting, ACNTA will continue to be calculated as if the Company were still using the full cost method of accounting.

*Capitalized Lease Obligations* of any Person means the obligations of such Person to pay rent or other amounts under a lease of property, real or personal, that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

*Capital Stock* means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated) of corporate stock or partnership or limited liability company interests and any and all warrants, options and rights with respect thereto (whether or not currently exercisable), including each class of common stock and preferred stock of such Person.

*Currency Hedge Obligations* means, at any time as to the Company and its Subsidiaries, the obligations of any such Person at such time that were incurred in the ordinary course of business pursuant to any foreign currency exchange agreement, option or futures contract or other similar agreement or arrangement designed to protect against or manage such Person's or any of its Subsidiaries' exposure to fluctuations in foreign currency exchange rates.

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**Table of Contents**

*De Minimis Guaranteed Amount* means a principal amount of Indebtedness that does not exceed \$5 million.

*Disqualified Stock* means any Capital Stock of the Company or any Subsidiary of the Company which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event or with the passage of time, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the Maturity Date or which is exchangeable or convertible into debt securities of the Company or any Subsidiary of the Company, except to the extent that such exchange or conversion rights cannot be exercised prior to the Maturity Date.

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

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

*GAAP* means generally accepted accounting principals as in effect in the United States of America as of the Issue Date.

*Guarantee* means, individually and collectively, the guarantees given by the Subsidiary Guarantors pursuant to the terms of the Indenture.

*Holder* means a Person in whose name a Note is registered on the registrar's books.

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

(a) all obligations of such Person

(1) in respect of borrowed money (whether or not the recourse of the lender is to the whole of the assets of such Person or only to a portion thereof),

(2) evidenced by bonds, notes, debentures or similar instruments,

(3) representing the balance deferred and unpaid of the purchase price of any property or services (other than accounts payable or other obligations arising in the ordinary course of business),

(4) evidenced by bankers' acceptances or similar instruments issued or accepted by banks,

(5) for the payment of money relating to a Capitalized Lease Obligation, or

(6) evidenced by a letter of credit or a reimbursement obligation of such Person with respect to any letter of credit;

(b) all net obligations of such Person under Interest Rate Hedging Agreements, Oil and Gas Hedging Contracts and Currency Hedge Obligations, except to the extent such net obligations are taken into account in the determination of future net revenues from proved oil and gas reserves for purposes of the calculation of Adjusted Consolidated Net Tangible Assets;

(c) all liabilities of others of the kind described in the preceding clauses (a) or (b) that such Person has guaranteed or that are otherwise its legal liability (including, with respect to any Production Payment, any warranties or guaranties of production or payment by such Person with respect to such Production Payment but excluding other contractual obligations of such Person with respect to such Production Payment);

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



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**Table of Contents**

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

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

(e) with respect to such Person, the liquidation preference or any mandatory redemption payment obligations in respect of Disqualified Stock;

(f) the aggregate preference in respect of amounts payable on the issued and outstanding shares of preferred stock of any of such Person's Subsidiaries in the event of any voluntary or involuntary liquidation, dissolution or winding up (excluding any such preference attributable to such shares of preferred stock that are owned by such Person or any of its Subsidiaries; *provided*, that if such Person is the Company, such exclusion shall be for such preference attributable to such shares of preferred stock that are owned by the Company or any of its Subsidiaries); and

(g) any and all deferrals, renewals, extensions, refinancings and refundings (whether direct or indirect) of, or amendments, modifications or supplements to, any liability of the kind described in any of the preceding clauses (a), (b), (c), (d), (e) or (f) or this clause (g), whether or not between or among the same parties.

Subject to clause (c) of the preceding sentence, neither Dollar-Denominated Production Payments nor Volumetric Production Payments shall be deemed to be Indebtedness.

*Interest Rate Hedging Agreements* means, with respect to the Company and its Subsidiaries, the obligations of such Persons under (a) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements and (b) other agreements or arrangements designed to protect any such Person or any of its Subsidiaries against fluctuations in interest rates.

*Investment* of any Person means (a) all investments by such Person in any other Person in the form of loans, advances or capital contributions, (b) all guarantees of Indebtedness or other obligations of any other Person by such Person, (c) all purchases (or other acquisitions for consideration) by such Person of assets, Indebtedness, Capital Stock or other securities of any other Person and (d) all other items that would be classified as investments (including, without limitation, purchases of assets outside the ordinary course of business) or advances on a balance sheet of such Person prepared in accordance with GAAP.

*Issue Date* means the first date on which the Notes are originally issued, May 27, 2008.

*Lien* means, with respect to any Person, any mortgage, pledge, lien, encumbrance, easement, restriction, covenant, right-of-way, charge or adverse claim affecting title or resulting in an encumbrance against real or personal property of such Person, or a security interest of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option, right of first refusal or other similar agreement to sell, in each case securing obligations of such Person and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statute or statutes) of any jurisdiction).

*Maturity Date* means December 15, 2038.

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

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

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

**Table of Contents**

*Production Payments* means, collectively, Dollar-Denominated Production Payments and Volumetric Production Payments.

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

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

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

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

*Subsidiary Guarantor* means (a) each of the Subsidiaries who executes the Indenture as a Subsidiary Guarantor on the Issue Date and (b) each of the other Subsidiaries that becomes a guarantor of the Notes in compliance with the terms of the Indenture.

*Volumetric Production Payments* means production payment obligations recorded as deferred revenue in accordance with GAAP, together with all undertakings and obligations in connection therewith.

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

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**Table of Contents**

**DESCRIPTION OF CERTAIN OTHER INDEBTEDNESS**

The following is a summary of certain of our indebtedness that will be outstanding following the consummation of this offering. The summary below of our revolving bank credit facility and our other outstanding indebtedness and the indentures governing such indebtedness does not purport to be complete and is qualified in its entirety by reference to the applicable documents, copies of which we will provide you upon request.

**Our Revolving Bank Credit Facility**

Our revolving bank credit facility limits our borrowings to the lesser of the borrowing base and the total commitments (currently both are \$3.5 billion) and matures in November 2012. As of March 31, 2008, we had outstanding borrowings of \$3.2 billion under this facility and had utilized approximately \$4 million of the facility for various letters of credit. As of May 20, 2008, we had outstanding borrowings of \$3.4 billion under our revolving bank credit facility. Borrowings under the facility are collateralized by some of our producing oil and gas properties and bear interest, at our option, at either (i) the greater of the reference rate of Union Bank of California N.A. or the U.S. federal funds effective rate plus 0.50% or (ii) the London Interbank Offered Rate (LIBOR), plus a margin that varies from 0.75% to 1.50% per annum based on our senior unsecured long-term debt ratings. The collateral value and borrowing base are determined periodically. The unused portion of the facility is subject to an annual commitment fee that also varies according to our senior unsecured long-term debt ratings, from 0.125% to 0.30% per annum. As of March 31, 2008, the annual commitment fee rate was 0.20% per annum. Interest is payable quarterly or, if LIBOR applies, it may be payable at more frequent intervals. Our subsidiaries, Chesapeake Exploration, L.L.C. and Chesapeake Appalachia, L.L.C., are the borrowers under our revolving bank credit facility and Chesapeake and all of its other wholly-owned subsidiaries except minor subsidiaries are guarantors.

The credit agreement contains various covenants and restrictive provisions, including those restricting our ability to incur additional indebtedness, make investments or loans and create liens. The credit agreement requires us to maintain an indebtedness to EBITDA ratio (as defined in the credit agreement) not to exceed 3.75 to 1 and an indebtedness to total capitalization ratio (as defined in the credit agreement) not to exceed 0.70 to 1.

**Our Senior Notes**

At March 31, 2008, we had outstanding senior notes in an aggregate principal amount of \$6.8 billion, which, together with our \$690 million aggregate principal amount of 2.75% Contingent Convertible Senior Notes due 2035 and our \$1.65 billion aggregate principal amount of 2.50% Contingent Convertible Senior Notes due 2037, represented the remainder of our senior unsecured long-term debt. At the date of this prospectus supplement, we have issued and outstanding \$364 million in principal amount of 7.5% Senior Notes due 2013, \$500 million in principal amount of 7.625% Senior Notes due 2013, \$300 million in principal amount of 7.00% Senior Notes due 2014, \$300 million in principal amount of 7.5% Senior Notes due 2014, \$600 million in principal amount of 6.375% Senior Notes due 2015, \$300 million in principal amount of 7.75% Senior Notes due 2015, \$600 million principal amount of 6.625% Senior Notes due 2016, \$670 million in principal amount of 6.875% Senior Notes due 2016, \$948 million ( 600 million) in principal amount of 6.25% Euro-denominated Senior Notes due 2017, \$1.1 billion principal amount of 6.5% Senior Notes due 2017, \$600 million principal amount of 6.25% Senior Notes due 2018 and \$500 million principal amount of 6.875% Senior Notes due 2020. There are no scheduled principal payments required on any of these senior notes until their final maturities.

Our outstanding senior notes are senior, unsecured obligations that rank pari passu in right of payment with all of our existing and future senior indebtedness, including the notes offered hereby, and rank senior in right of payment to all of our future subordinated indebtedness. Our outstanding senior notes are fully and unconditionally guaranteed, jointly and severally, by certain of our United States subsidiaries.

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**Table of Contents**

Our existing senior note indentures (other than the indentures governing the 7.625% Senior Notes due 2013, the 6.25% Euro-denominated Senior Notes due 2017, the 6.50% Senior Notes due 2017 and the 6.875% Senior Notes due 2020) restrict our and our restricted subsidiaries ability to incur additional indebtedness. Please read Risk Factors Risks Relating to Our Business Lower natural gas and oil prices could negatively impact our ability to borrow. As of March 31, 2008, we estimate that secured bank indebtedness of \$5.5 billion could have been incurred within those restrictions. These restrictions under such indentures will not apply to any future unrestricted subsidiaries. There are no unrestricted subsidiaries under our indentures as of the date of this prospectus supplement.

Our existing senior note indentures (other than the indentures governing the 7.625% Senior Notes due 2013, the 6.25% Euro-denominated Senior Notes due 2017, the 6.50% Senior Notes due 2017 and the 6.875% Senior Notes due 2020) also limit our ability to make restricted payments, including the payment of cash dividends, unless certain tests are met.

We also have issued and outstanding \$690 million aggregate principal amount of 2.75% Contingent Convertible Senior Notes due 2035 (the 2.75% Convertible Senior Notes ). The 2.75% Convertible Senior Notes are senior unsecured obligations and rank pari passu in right of payment to all of our existing and future senior indebtedness, including the notes offered hereby, and rank senior in right of payment to all of our future subordinated indebtedness. The 2.75% Convertible Senior Notes are guaranteed by certain of our existing subsidiaries, and will be guaranteed by certain of our future United States subsidiaries, on a senior unsecured basis. The indenture governing the 2.75% Convertible Senior Notes does not have any financial or restricted payment covenants.

The 2.75% Convertible Senior Notes will be convertible, at the holder's option, prior to the maturity date under certain circumstances, using a net share settlement process, into cash and, in some circumstances, our common stock. In general, upon conversion of a 2.75% Convertible Senior Note, the holder of such note will receive cash equal to the principal amount of the note and common stock for the note's conversion value in excess of such principal amount.

In addition, we will pay contingent interest on the 2.75% Convertible Senior Notes during any six-month interest period, beginning with the six-month period ending May 14, 2016, under certain conditions.

The 2.75% Convertible Senior Notes mature on November 15, 2035. We may redeem the 2.75% Convertible Senior Notes, in whole at any time, or in part from time to time, on or after November 15, 2015 at a redemption price, payable in cash, of 100% of the principal amount of such notes, plus accrued and unpaid interest.

Holders of the 2.75% Convertible Senior Notes may require us to repurchase all or a portion of their notes on November 15, 2015, 2020, 2025 and 2030 at 100% of the principal amount of the notes, plus accrued and unpaid interest, payable in cash. Upon a fundamental change, as defined in the indenture governing the 2.75% Convertible Senior Notes, holders may require us to repurchase all or a portion of their notes, payable in cash equal to 100% of the principal amount of the notes plus accrued and unpaid interest.

We also have issued and outstanding \$1.65 billion aggregate principal amount of 2.50% Contingent Convertible Senior Notes due 2037 (the 2.50% Convertible Senior Notes ). The 2.50% Convertible Senior Notes are senior unsecured obligations and rank pari passu in right of payment to all of our existing and future senior indebtedness, including the notes offered hereby, and rank senior in right of payment to all of our future subordinated indebtedness. The 2.50% Convertible Senior Notes are guaranteed by certain of our existing subsidiaries, and will be guaranteed by certain of our future United States subsidiaries, on a senior unsecured basis. The indenture governing the 2.50% Convertible Senior Notes does not have any financial or restricted payment covenants.

**Table of Contents**

The 2.50% Convertible Senior Notes will be convertible, at the holder's option, prior to the maturity date under certain circumstances, using a net share settlement process, into cash and, in some circumstances, our common stock. In general, upon conversion of a 2.50% Convertible Senior Note, the holder of such note will receive cash equal to the principal amount of the note and common stock for the note's conversion value in excess of such principal amount.

In addition, we will pay contingent interest on the 2.50% Convertible Senior Notes during any six-month interest period, beginning with the six-month period ending November 14, 2007, under certain conditions.

The 2.50% Convertible Senior Notes mature on May 15, 2037. We may redeem the 2.50% Convertible Senior Notes, in whole at any time, or in part from time to time, on or after May 17, 2017 at a redemption price, payable in cash, of 100% of the principal amount of such notes, plus accrued and unpaid interest.

Holder of the 2.50% Convertible Senior Notes may require us to repurchase all or a portion of their notes on May 15, 2017, 2022, 2027 and 2032 at 100% of the principal amount of the notes, plus accrued and unpaid interest, payable in cash. Upon a fundamental change, as defined in the indenture governing the 2.50% Convertible Senior Notes, holders may require us to repurchase all or a portion of their notes, payable in cash equal to 100% of the principal amount of the notes plus accrued and unpaid interest.

As described elsewhere in this prospectus supplement, on May 20, 2008, we priced a separate public offering of \$800 million in aggregate principal amount of 7.25% Senior Notes due 2018, which will be senior unsecured obligations that will rank pari passu in right of payment with all of our existing and future senior indebtedness, including the notes offered hereby. This prospectus supplement shall not be deemed an offer to sell or a solicitation of an offer to buy any of such senior notes.

**Table of Contents**

**MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS**

This section is a discussion of the material U.S. federal income tax considerations relating to the purchase, ownership and disposition of the notes and, to the extent set forth below, any common stock that may be issued upon conversion. This summary does not provide a complete analysis of all potential tax considerations. The information provided below is based on existing authorities, all of which are subject to change or differing interpretations, possibly with retroactive effect. There can be no assurances that the Internal Revenue Service (the "IRS") will not challenge one or more of the tax consequences described herein, and we have not obtained, nor do we intend to obtain, a ruling from the IRS with respect to the U.S. federal income tax consequences of purchasing, owning or disposing of the notes or common stock. The summary generally applies only to investors that purchase notes in the initial offering at their issue price and that hold the notes and common stock as capital assets (generally, property held for investment). The summary does not describe the effect of the U.S. federal estate and gift tax laws or the effects of any applicable foreign, state or local laws. In addition, this discussion does not address tax considerations applicable to an investor's particular circumstances or to investors that may be subject to special tax rules, including, without limitation:

banks, insurance companies or other financial institutions;

controlled foreign corporations, passive foreign investment companies, regulated investment companies and real estate investment trusts and shareholders of such entities that hold the notes;

persons subject to the alternative minimum tax;

entities that are tax-exempt for U.S. federal income tax purposes and retirement plans, individual retirement accounts and tax-deferred accounts;

dealers and traders in securities or currencies;

foreign persons or entities, except to the extent specifically set forth below;

S corporations, partnerships and other pass-through entities, including entities and arrangements classified as partnerships for U.S. federal tax income purposes, and beneficial owners of such entities that hold the notes;

certain former citizens or long-term residents of the United States;

U.S. Holders, as defined below, whose functional currency is not the U.S. dollar; and

persons holding notes as part of a conversion, constructive sale, wash sale or other integrated transaction or a hedge, straddle or synthetic security.

As used herein, the term "U.S. Holder" means a beneficial owner of notes or, to the extent set forth below, 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 an 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 political subdivision thereof,

an estate the income of which is subject to U.S. federal income taxation regardless of its source, or

a trust if it is subject to the primary supervision of a U.S. court and the control of one or more United States persons (as defined for U.S. federal tax purposes) or has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person. A non-U.S. Holder is a beneficial owner of notes or, to the extent set forth below, shares of common stock that is not a U.S. Holder. If a partnership (including for this purpose any entity, domestic or foreign, treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of a note or common stock acquired

S-57

## **Table of Contents**

upon conversion of a note, the tax treatment of a partner in the partnership will depend upon the status of the partner and the activities of the partnership. A holder of a note or common stock acquired upon conversion of a note that is a partnership, and partners in such partnership, should consult their own tax advisors about the U.S. federal income tax consequences of purchasing, owning and disposing of the notes and the common stock into which the notes may be converted.

**You are urged to consult your own tax advisor with respect to the application of the U.S. federal income tax laws to your particular situation, as well as any tax consequences of the ownership, conversion and disposition of the notes and common stock received on conversion of the notes arising under the U.S. federal estate or gift tax rules or under the laws of any state, local, non-U.S. or other taxing jurisdiction or under any applicable tax treaty.**

### **Classification of the Notes**

Under the indenture governing the notes, we have agreed, and by acceptance of a beneficial interest in a note, each holder of a note will be deemed to have agreed, to treat the notes as indebtedness for U.S. federal income tax purposes that is subject to the Treasury Regulations governing contingent payment debt instruments (the contingent payment debt regulations). Pursuant to the terms of the indenture, we and every holder agree (in the absence of an administrative determination or judicial ruling to the contrary) to be bound by our application of the contingent payment debt regulations to the notes, including our determination of the projected payment schedule (as described below) and the comparable yield (as described below), which is the rate at which interest is deemed to accrue on the notes for U.S. federal income tax purposes.

No statutory or judicial authority directly addresses all aspects of the treatment of the notes or instruments similar to the notes for U.S. federal income tax purposes. The IRS has issued a ruling addressing the U.S. federal income tax classification and treatment of instruments similar, although not identical, to the notes, and concluded that the instruments addressed in that published guidance were subject to the contingent payment debt regulations. In addition, the IRS clarified various aspects of the potential applicability of certain other provisions of the Code to the instruments addressed in that published guidance. However, the ruling is limited to its particular facts, and the proper application of the contingent payment debt regulations to the notes is uncertain in a number of respects; therefore, no assurance can be given that the IRS will not assert that the notes should be treated differently. A different treatment of the notes upon a successful challenge by the IRS or a change in law could significantly affect the amount, timing and character of income, gain or loss with respect to an investment in the notes. Specifically, a holder might be required to accrue interest at a lower rate, and might recognize capital gain rather than ordinary income upon a taxable disposition of the notes. Accordingly, you should consult your tax advisor regarding the U.S. federal income tax consequences of an investment in the notes and the applicability of any proposed legislation (and the prospects of applicable future legislation), as well as with respect to any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction and the possible effects of changes in such tax laws.

The remainder of this discussion assumes that the notes will be treated as indebtedness subject to the contingent payment debt regulations as discussed above.

### **U.S. Holders**

#### ***Interest Accruals on the Notes***

Under the contingent payment debt regulations, a U.S. Holder, regardless of its method of accounting for U.S. federal income tax purposes, will be required to accrue interest income on the notes on a constant yield basis at an assumed yield (the comparable yield) that was determined at the time of issuance of the notes. Accordingly, U.S. Holders generally will be required to include interest in income, in each year prior to maturity, in excess of the regular interest payments and contingent interest payments, if any, on the notes. The comparable



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## **Table of Contents**

yield for the notes is based on the yield at which, at the time of issue, we could have issued a non-convertible fixed-rate debt instrument with no contingent payments, but with terms and conditions otherwise similar to those of the notes. We have determined the comparable yield to be 8.0%, compounded semi-annually.

Solely for purposes of determining the amount of interest income that a U.S. Holder is required to accrue, we were required to construct a projected payment schedule in respect of the notes representing a series of payments the amount and timing of which produce a yield to maturity on the notes equal to the comparable yield. The projected payment schedule includes the amount of each noncontingent payment and an estimate for each contingent payment, taking into account the conversion feature. Holders that wish to obtain the projected payment schedule may do so by submitting a written request for such information to Chesapeake Energy Corporation, Investor Relations, 6100 North Western Avenue, Oklahoma City, Oklahoma 73118.

***The comparable yield and projected payment schedule are not provided for any purpose other than the determination of your interest accruals and adjustments thereof in respect of the notes for U.S. federal income tax purposes and do not constitute a projection or representation by us regarding the actual amount that will be paid on the notes, or the value at any time of the common stock into which the notes may be converted.***

The precise manner of determining the comparable yield is not entirely clear. It is possible that the IRS could challenge our determination of the comparable yield and projected payment schedule. The yield, if redetermined as a result of such a challenge, could be greater or less than the comparable yield provided by us, and the projected payment schedule could differ materially from the projected payment schedule we have provided. In such case, the taxable income of a holder arising from the ownership, sale, exchange, conversion, redemption or retirement of a note could be increased or decreased.

Based on the comparable yield and the issue price of the notes, a U.S. Holder (regardless of its accounting method) will be required to accrue interest as the sum of the daily portions of interest on the notes for each day in the taxable year on which the U.S. Holder holds the note, adjusted upward or downward to reflect the difference, if any, between the actual and projected amount of any contingent payments on the notes (as set forth below). The issue price of the notes is the first price at which a substantial amount of the notes is sold to the public, excluding sales to bond houses, brokers or similar persons or organizations acting in the capacity as underwriters, placement agents or wholesalers (the issue price).

The daily portions of interest in respect of a note are determined by allocating to each day in an accrual period the ratable portion of interest on the note that accrues in the accrual period. The amount of interest on a note that accrues in an accrual period is the product of the comparable yield on the note (adjusted to reflect the length of the accrual period) and the adjusted issue price of the note as of the beginning of the accrual period. The adjusted issue price of a note at the beginning of any accrual period is (x) the sum of the issue price of the note and any interest previously accrued thereon (disregarding any positive or negative adjustments described below) minus (y) the amount of any noncontingent payments and the amount of any projected payments on the notes for previous accrual periods.

### ***Adjustments to Interest Accruals on the Notes***

In addition to the interest accrual discussed above, a U.S. Holder will be required to recognize interest income equal to the amount of the excess of actual payments over projected payments (a positive adjustment) in respect of a note for a taxable year. For this purpose, the payments in a taxable year include the fair market value of property (including our common stock) received in that year and also should include any additional interest received in that year. If a U.S. Holder receives actual payments that are less than the projected payments in respect of a note for a taxable year, the U.S. Holder will incur a negative adjustment equal to the amount of such difference. This negative adjustment will (i) first reduce the amount of interest in respect of the note that a U.S. Holder would otherwise be required to include in income in that taxable year and (ii) to the extent of any excess, give rise to an ordinary loss equal to that portion of such excess that does not exceed the excess of (A) the

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## **Table of Contents**

amount of all previous interest inclusions under the note over (B) the total amount of the U.S. Holder's net negative adjustments treated as ordinary loss on the note in prior taxable years. Any negative adjustment in excess of the amounts described in (i) and (ii) will be carried forward to offset future interest income in respect of the notes or, if there is a negative adjustment carryforward on the note in a taxable year in which the note is sold, converted, exchanged, redeemed or retired, to reduce the amount realized on a sale, conversion, exchange, redemption or retirement of the notes. A net negative adjustment is not subject to the two percent floor limitation imposed on miscellaneous deductions under Section 67 of the Code.

Amounts treated as interest under the contingent payment debt regulations are treated as original issue discount for all purposes of the Code.

### ***Sale, Conversion, Exchange, Redemption or Retirement of the Notes***

Upon a sale, conversion, exchange, redemption or retirement of a note for cash or cash and our common stock, a U.S. Holder will generally recognize gain or loss equal to the difference between (i) the amount realized (including the fair market value of our common stock received, if any) on the sale, conversion, exchange, redemption or retirement, reduced by any net negative adjustment carried forward, and (ii) such U.S. Holder's adjusted tax basis in the note. A U.S. Holder's adjusted tax basis in a note will generally be equal to the U.S. Holder's purchase price for the note, increased by any interest income previously accrued by the U.S. Holder (determined without regard to any positive or negative adjustments to interest accruals described above) and decreased by the amount of any noncontingent payments and the projected amount of any contingent payments previously made on the notes to the U.S. Holder. A U.S. Holder generally will treat any gain as interest income, and any loss as ordinary loss to the extent of the excess of previous interest inclusions over the total negative adjustments previously taken into account as ordinary loss, and the balance as capital loss. The deductibility of capital losses is subject to limitations. A U.S. Holder that sells the notes at a loss that meets certain thresholds may be required to file a disclosure statement with the IRS.

A U.S. Holder's tax basis in our common stock received upon a conversion of a note will equal the then current fair market value of such common stock. The U.S. Holder's holding period for the common stock received will commence on the day immediately following the date of conversion.

### ***Dividends***

If we make a distribution in respect of our common stock, including any common stock acquired upon conversion of a note, from our current or accumulated earnings and profits as determined under U.S. federal income tax principles, the distribution will be treated as a dividend and will be includible in a U.S. Holder's income when paid. If the distribution exceeds our current and accumulated earnings and profits, the excess will be treated first as a tax-free return of the U.S. Holder's investment, up to the U.S. Holder's basis in its common stock, and any remaining excess will be treated as capital gain. If the U.S. Holder is a U.S. corporation, it would generally be able to claim a dividends received deduction on a portion of any distribution taxed as a dividend. Subject to certain exceptions, dividends received by non-corporate U.S. Holders currently are taxed at a maximum rate of 15%, provided that certain holding period requirements are met.

### ***Constructive Distributions***

The terms of the notes allow for changes in the Conversion Rate of the notes under certain circumstances. A change in Conversion Rate that allows noteholders to receive more shares of common stock on conversion may increase the noteholders' proportionate interests in our earnings and profits or assets. In that case, the noteholders would be treated as though they received a distribution in the form of our stock. Such a constructive stock distribution could be taxable to the noteholders, although they would not actually receive any cash or other property. Not all changes in Conversion Rate that allow noteholders to receive more stock on conversion, however, increase the noteholders' proportionate interests in our earnings and profits or assets. For example, a

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**Table of Contents**

change in Conversion Rate could simply prevent the dilution of the noteholders' interests upon a stock split or other change in capital structure. Changes of this type, if made pursuant to a bona fide reasonable adjustment formula, are not treated as constructive stock distributions. Conversely, if an event occurs that dilutes the noteholders' interests and the Conversion Rate is not adjusted, the resulting increase in the proportionate interests of our stockholders could be treated as a taxable stock distribution to them. Any taxable constructive stock distributions resulting from a change to, or failure to change, the Conversion Rate, that is treated as a stock distribution, would be treated in the same manner as distributions paid in cash or other property and would result in a taxable dividend to the recipient to the extent of our current or accumulated earnings and profits, with any excess treated as a tax-free return of the holder's investment or as capital gain. Deemed dividends received by U.S. Holders may not be eligible for the reduced rates of tax applicable to qualified dividend income or to the dividends received deduction generally available to U.S. corporations. U.S. Holders should consult their own tax advisors regarding whether any taxable constructive stock dividend would be eligible for the maximum 15% rate described in the previous paragraph or the dividends received deduction.

***Sale, Exchange or Other Disposition of Common Stock***

A U.S. Holder generally will recognize capital gain or loss on a sale, exchange or other disposition of common stock. The U.S. Holder's gain or loss will equal the difference between the proceeds received by the holder and the holder's adjusted tax basis in the stock. The proceeds received by the U.S. Holder will include the amount of any cash and the fair market value of any other property received for the stock. The gain or loss recognized by a U.S. Holder on a sale, exchange or other disposition of common stock will be long-term capital gain or loss if the holder held the note for more than one year, or short-term capital gain or loss if the holder held the note for one year or less, at the time of the transaction. Long-term capital gains of non-corporate taxpayers are currently taxed at a maximum 15% federal rate. Short-term capital gains are taxed at ordinary income rates. The deductibility of capital losses is subject to limitations.

**Non-U.S. Holders**

The following discussion is limited to the U.S. federal income tax consequences relevant to a non-U.S. Holder (as defined above).

***Payments with Respect to, and Conversion or Disposition of, the Notes***

All payments on the notes made to you, including (i) any payment of contingent interest, (ii) any payment on the notes of stated interest and (iii) the amount of any cash and the fair market value of shares of common stock received upon the conversion, redemption or retirement of a note will generally be exempt from U.S. federal income or withholding tax, provided that:

you do not own, actually or constructively, 10% or more of the total combined voting power of all classes of our stock entitled to vote within the meaning of Section 871(h)(3) of the Code;

you are not a controlled foreign corporation with respect to which we are, directly or indirectly, a related person ;

you provide your name and address, and certify, under penalties of perjury, that you are not a United States person, as defined under the Code (which certification may be made on an IRS Form W-8BEN (or successor form)), or that you hold your notes through certain intermediaries, and you and the intermediaries satisfy the certification requirements of the applicable Treasury Regulations;

the gain is not effectively connected with the active conduct of a U.S. trade or business (or in the case of an applicable tax treaty, not attributable to a permanent establishment in the United States);

the holder is an individual who has been present in the United States for fewer than 183 days in the taxable year of disposition and certain other requirements are met; and

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## **Table of Contents**

we are not, or were not within the shorter of the five-year period preceding such disposition and the period the U.S. holder held the note, a U.S. real property holding corporation (USRPHC), subject to the discussion below.

In general, we would be a USRPHC if interests in real property comprised the majority of our assets. We believe that we are a USRPHC for U.S. federal income tax purposes. However, so long as our common stock continues to be regularly traded on an established securities market, only a non-U.S. holder (i) who owns within the time period described above more than 5% of the notes if the notes are regularly traded on an established securities market or (ii) who owns notes with a value greater than 5% of our common stock as of the latest date such notes were acquired if the notes are not traded on a regular securities market, will be subject to United States tax on the sale, exchange, redemption or conversion thereof.

**The application of the rules relating to interests in a USRPHC to gain recognized on the disposition of the notes is not entirely clear. Non-U.S. holders that meet any of the ownership requirements discussed above are therefore strongly encouraged to consult their own tax advisors with respect to the United States tax consequences of the ownership and disposition of notes and common stock.**

If you cannot satisfy the requirements described in the first three bullet points above, the 30% United States federal withholding tax will apply with respect to payments of interest on the notes, including contingent interest and payments treated as interest on the notes, unless you provide us with a properly executed (1) IRS Form W-8BEN (or successor form) claiming an exemption from or reduction in withholding under the benefit of an applicable United States income tax treaty or (2) IRS Form W-8ECI (or successor form) stating that interest paid on the note is not subject to withholding tax because it is effectively connected with your conduct of a United States trade or business. If you are a non-U.S. Holder engaged in a trade or business in the United States and interest on a note is effectively connected with your conduct of that trade or business (and if required by an applicable income tax treaty is attributable to a U.S. permanent establishment maintained by you), you will be subject to United States federal income tax on that interest on a net income basis (and exempt from the 30% withholding tax, provided the certification requirements described above are satisfied) in the same manner as if you were a U.S. person as defined under the Code. In addition, a non-U.S. Holder that is foreign corporation may be subject to a branch profits tax equal to 30% (or lower rate as may be prescribed under an applicable United States income tax treaty) of its earnings and profits for the taxable year, subject to adjustments, that are effectively connected with the conduct of a trade or business in the United States.

If you are an individual who fails to meet the test described in the fifth bullet point above, except as otherwise provided by an applicable income tax treaty, you will be subject to a flat 30% U.S. federal income tax on the gain derived from a sale, which may be offset by U.S. source capital losses, even though you are not considered a resident of the United States.

### ***Dividends on Common Stock and Constructive Distribution***

Dividends paid to a non-U.S. Holder on common stock received on conversion of a note (and any taxable constructive stock dividends resulting from certain adjustments, or failure to make adjustments, to the number of shares of common stock to be issued on conversion, as described under U.S. Holders Constructive Distributions above) generally will be subject to U.S. withholding tax at a 30% rate. The withholding tax, however, may be reduced under the terms of an applicable income tax treaty between the United States and the non-U.S. Holder's country of residence. A non-U.S. Holder should demonstrate its entitlement to treaty benefits by delivering a properly executed IRS Form W-8BEN or appropriate substitute form. If you are eligible for a reduced rate of U.S. withholding tax pursuant to an income tax treaty, you may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the IRS.

Any dividends on our common stock that are effectively connected with your active conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, are attributable to a U.S.

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**Table of Contents**

permanent establishment maintained by you) will be subject to U.S. federal income tax on a net income basis at applicable individual or corporate rates in the same manner as if you were a U.S. holder, as described above (unless an applicable income tax treaty provides otherwise) but will not be subject to withholding tax provided you comply with certain certification and disclosure requirements. Any such effectively connected dividends received by a non-U.S. holder that is a corporation may also, under certain circumstances, be subject to the branch profits tax at a 30% rate or such lower rate as may be prescribed under an applicable U.S. income tax treaty.

***Sale, Exchange, or Other Disposition of Common Stock***

You will generally not be subject to U.S. federal income tax on gain realized on the sale, exchange or other disposition of common stock unless:

the gain is effectively connected with your active conduct of a trade or business in the United States (or in the case of an applicable tax treaty, the gain is attributable to a permanent establishment maintained by you in the United States);

you are an individual who has been present in the United States for 183 days or more in the taxable year of disposition; or

(because we believe that we are a USRPHC (as described above under U.S. Holders Payments with Respect to, and Conversion or Disposition of, the Notes)) you have actually or constructively owned more than 5% of our common stock at any time during the shorter of the five-year period ending on the date of disposition or the period that you held our common stock, provided that our common stock continues to be regularly traded on an established securities market for U.S. federal income tax purposes.

**Backup Withholding and Information Reporting**

The Code and the Treasury regulations require those who make specified payments to report the payments to the IRS. Among the specified payments are interest, dividends, and proceeds paid by brokers to their customers. The required information returns enable the IRS to determine whether the recipient properly included the payments in income. This reporting regime is reinforced by backup withholding rules. These rules require the payors to withhold tax from payments subject to information reporting if the recipient fails to cooperate with the reporting regime by failing to provide his taxpayer identification number to the payor, furnishing an incorrect identification number, or repeatedly failing to report interest or dividends on his tax returns. The withholding tax rate is currently 28%.

***U.S. Holders***

Payments of interest or dividends to U.S. Holders of notes or common stock, and the proceeds from the disposition of notes or common stock, generally will be subject to information reporting, and will be subject to backup withholding unless the holder provides us or our paying agent with a correct taxpayer identification number and complies with applicable certification requirements.

***Non-U.S. Holders***

We must report annually to the IRS the interest and/or dividends paid to each non-U.S. Holder and the tax withheld, if any, with respect to such interest and/or dividends, including any tax withheld pursuant to the rules described under Non-U.S. Holders Payments with Respect to, and Conversion or Disposition of, the Notes and Non-U.S. Holders Dividends on Common Stock and Constructive Distribution .

The gross proceeds from the disposition of notes or our common stock may be subject to information reporting and backup withholding. If you sell your notes or common stock outside the United States through a non-U.S. office of a non-U.S. broker and the sales proceeds are paid to you outside the United States, then the U.S. backup withholding and information reporting requirements generally will not apply to that payment.

**Table of Contents**

However, U.S. information reporting, but not backup withholding, will generally apply to a payment of sales proceeds, even if that payment is made outside the United States, if you sell your common stock through a non-U.S. office of a broker that:

is a United States person;

derives 50% or more of its gross income in specific periods from the active conduct of a trade or business in the United States;

is a controlled foreign corporation for U.S. tax purposes; or

is a foreign partnership, if at any time during its tax year:

one or more of its partners are United States persons who in the aggregate hold more than 50% of the income or capital interests in the partnership; or

the foreign partnership is engaged in a U.S. trade or business, unless the broker has documentary evidence in its files that you are a non-U.S. person and certain other conditions are met, or you otherwise establish an exemption.

If you receive payments of the proceeds of a sale of notes or our common stock to or through a U.S. office of a broker, the payment is subject to both U.S. backup withholding and information reporting unless you properly provide a Form W-8BEN certifying that you are a non-U.S. person or you otherwise establish an exemption.

You generally may obtain a refund of any amounts withheld under the backup withholding rules that exceed your U.S. federal income tax liability by timely filing a properly completed claim for refund with the IRS.

**Table of Contents****UNDERWRITING**

We, the subsidiary guarantors, and the underwriters for the offering named below have entered into an underwriting agreement with respect to the notes. Subject to certain conditions, each underwriter has severally agreed to purchase the principal amount of notes indicated in the following table.

| <b>Underwriters</b>                | <b>Principal<br/>Amount of Notes</b> |
|------------------------------------|--------------------------------------|
| Banc of America Securities LLC     | \$ 300,000,000                       |
| Barclays Capital Inc.              | 133,500,000                          |
| Credit Suisse Securities (USA) LLC | 133,500,000                          |
| Goldman, Sachs & Co.               | 133,500,000                          |
| UBS Securities LLC                 | 133,500,000                          |
| Calyon Securities (USA) Inc.       | 36,000,000                           |
| Deutsche Bank Securities Inc.      | 36,000,000                           |
| J.P. Morgan Securities Inc.        | 36,000,000                           |
| Lehman Brothers Inc.               | 36,000,000                           |
| Morgan Stanley & Co. Incorporated  | 36,000,000                           |
| Greenwich Capital Markets, Inc.    | 36,000,000                           |
| Wachovia Capital Markets, LLC      | 36,000,000                           |
| Wells Fargo Securities, LLC        | 36,000,000                           |
| BBVA Securities, Inc.              | 6,500,000                            |
| BMO Capital Markets Corp.          | 6,500,000                            |
| BNP Paribas Securities Corp.       | 6,500,000                            |
| BOSC, Inc.                         | 6,500,000                            |
| Comerica Securities, Inc.          | 6,500,000                            |
| Fortis Securities LLC              | 6,500,000                            |
| Natixis Bleichroeder Inc.          | 6,500,000                            |
| Scotia Capital (USA) Inc.          | 6,500,000                            |
| SunTrust Robinson Humphrey, Inc.   | 6,500,000                            |
| TD Securities (USA) LLC            | 6,500,000                            |
| UMB Financial Services, Inc.       | 6,500,000                            |
| Wedbush Morgan Securities Inc.     | 6,500,000                            |
|                                    | \$ 1,200,000,000                     |

The underwriters are committed to take and pay for all of the notes being offered, if any are taken. Notes sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the cover of this prospectus supplement.

The underwriters have an option to buy up to \$180 million principal amount of notes from us to cover over-allotments. Any exercise of this over-allotment option must be closed within 13 days from the date of this prospectus supplement. If any notes are purchased with this over-allotment option, the underwriters will purchase notes in approximately the same proportion as shown in the table above. If any additional notes are purchased, the underwriters will offer the additional notes on the same terms as those on which the notes are being offered.

The notes are a new issue of securities with no established trading market. We have been advised by the underwriters that the underwriters intend to make a market in the notes but are not obligated to do so and may discontinue market making at any time without notice. No assurance can be given as to the liquidity of the trading market for the notes.

## **Table of Contents**

In connection with the offering, the underwriters may purchase and sell notes in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of notes than they are required to purchase in the offering. Stabilizing transactions consist of certain bids or purchases made for the purpose of preventing or retarding a decline in the market price of the notes while the offering is in progress.

The underwriters also may impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased notes sold by or for the account of such underwriter in stabilizing or short covering transactions.

These activities by the underwriters, as well as other purchases by the underwriters for their own accounts, may stabilize, maintain or otherwise affect the market price of the notes. As a result, the price of the notes may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued by the underwriters at any time. These transactions may be effected in the over-the-counter market or otherwise.

## **Selling Restrictions Concerning the Member States of the European Economic Area**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State ), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the Relevant Implementation Date ) an offer of the notes to the public may not be made in that Relevant Member State prior to the publication of a prospectus in relation to the notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that an offer to the public in that Relevant Member State of any notes may be made at any time under the following exemptions under the Prospectus Directive if they have been implemented in the Relevant Member State:

(a) to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;

(b) to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than 43,000,000 and (3) an annual net turnover of more than 50,000,000, as shown in its last annual or consolidated accounts; or

(c) in any other circumstances falling within Article 3 (2) of the Prospectus Directive,

provided that no such offer of notes shall result in a requirement for the publication by the company or any Underwriter of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an offer of Securities to the public in relation to any notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the notes to be offered so as to enable an investor to decide to purchase or subscribe the notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression Prospectus Directive means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

No prospectus (including any amendment, supplement or replacement thereto) has been prepared in connection with the offering of the notes that has been approved by the Autorité des marchés financiers or by the competent authority of another State that is a contracting party to the Agreement on the European Economic Area and notified to the Autorité des marchés financiers; no notes have been offered or sold and will be offered or sold, directly or indirectly, to the public in France except to permitted investors ( Permitted Investors ) consisting of persons licensed to provide the investment service of portfolio management for the account of third parties, qualified investors (investisseurs qualifiés) acting for their own account and/or investors belonging to a



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**Table of Contents**

limited circle of investors (cercle restreint d investisseurs) acting for their own account, with qualified investors and limited circle of investors having the meaning ascribed to them in Articles L. 411-2, D. 411-1, D. 411-2, D. 411-4, D. 734-1, D. 744-1, D. 754-1 and D. 764-1 of the French Code Monétaire et Financier and applicable regulations thereunder; none of this prospectus or any other materials related to the offering or information contained therein relating to the notes has been released, issued or distributed to the public in France except to Permitted Investors; and the direct or indirect resale to the public in France of any Securities acquired by any Permitted Investors may be made only as provided by Articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the French Code Monétaire et Financier and applicable regulations thereunder.

In addition:

an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000) has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in connection with the issue or sale of the Securities in circumstances in which Section 21(1) of the FSMA does not apply to us; and

all applicable provisions of the FSMA have been complied with and will be complied with, with respect to anything done in relation to the notes in, from or otherwise involving the United Kingdom.

This document is only being distributed to and is only directed at (i) persons who are outside the United Kingdom or (ii) to investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the Order) or (iii) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as relevant persons). The notes are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such notes will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

The offering of the notes has not been cleared by the Italian Securities Exchange Commission (Commissione Nazionale per le Società e la Borsa, the CONSOB) pursuant to Italian securities legislation and, accordingly, the notes may not and will not be offered, sold or delivered, nor may or will copies of this prospectus supplement or any other documents relating to the notes be distributed in Italy, except (i) to professional investors (operatori qualificati), as defined in Article 31, second paragraph, of CONSOB Regulation No. 11522 of July 1, 1998, as amended, (the Regulation No. 11522), or (ii) in other circumstances which are exempted from the rules on solicitation of investments pursuant to Article 100 of Legislative Decree No. 58 of February 24, 1998 (the Financial Service Act) and Article 33, first paragraph, of CONSOB Regulation No. 11971 of May 14, 1999, as amended.

Any offer, sale or delivery of the notes or distribution of copies of this prospectus supplement or any other document relating to the notes in Italy may and will be effected in accordance with all Italian securities, tax, exchange control and other applicable laws and regulations, and, in particular, will be: (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Financial Services Act, Legislative Decree No. 385 of September 1, 1993, as amended (the Italian Banking Law), Regulation No. 11522, and any other applicable laws and regulations; (ii) in compliance with Article 129 of the Italian Banking Law and the implementing guidelines of the Bank of Italy; and (iii) in compliance with any other applicable notification requirement or limitation which may be imposed by CONSOB or the Bank of Italy.

Any investor purchasing the notes in the offering is solely responsible for ensuring that any offer or resale of the notes it purchased in the offering occurs in compliance with applicable laws and regulations.

The prospectus supplement and the information contained therein are intended only for the use of its recipient and, unless in circumstances which are exempted from the rules on solicitation of investments pursuant to Article 100 of the Financial Service Act and Article 33, first paragraph, of CONSOB Regulation No. 11971 of May 14, 1999, as amended, is not to be distributed, for any reason, to any third party resident or located in Italy. No person resident or located in Italy other than the original recipients of this document may rely on it or its content.

## **Table of Contents**

Italy has only partially implemented the Prospectus Directive, the provisions under the heading "Selling restrictions concerning the Member States of the European Economic Area" above shall apply with respect to Italy only to the extent that the relevant provisions of the Prospectus Directive have already been implemented in Italy.

Insofar as the requirements above are based on laws which are superseded at any time pursuant to the implementation of the Prospectus Directive, such requirements shall be replaced by the applicable requirements under the Prospectus Directive.

We cannot assure you that the notes will be approved for listing or such listing will be maintained. The underwriters have advised us that they currently intend to make a market in the notes. However, they are not obligated to do so and any market making may be discontinued by an underwriter at any time without notice. Accordingly, no assurance can be given as to the liquidity of, or the trading market for, the notes.

Buyers who purchase the notes from the underwriters may be required to pay stamp taxes and other charges in accordance with the laws and practice of the country of purchase in addition to the initial public offering price set forth on the cover of this prospectus supplement.

We estimate that our share of the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately \$250,000. The underwriters have also agreed to reimburse us for up to \$150,000 in expenses incurred by us in connection with this offering.

We have agreed, for a period of 90 days from the date of this prospectus supplement, subject to certain exceptions, not to offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of our common stock or any securities convertible into or exchangeable or exercisable for our common stock or any warrants or other rights to purchase shares of our common stock, or publicly disclose the intention to make any such offer, sale, pledge or disposition, without the prior written consent of Banc of America Securities LLC. Aubrey K. McClendon has agreed pursuant to a lock-up agreement that he will not, for a period of 90 days from the date of this prospectus supplement, directly or indirectly, offer, sell, contract to sell or otherwise dispose of any shares of our common stock or any securities convertible into or exchangeable or exercisable for our common stock or enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of our common stock, or publicly disclose the intention to make any such offer, sale or disposition, or to enter into any such transaction, swap, hedge or other arrangement, without, in each case, the prior written consent of Banc of America Securities LLC. The foregoing restrictions on sales do not apply to our ability to sell the notes to the underwriters pursuant to the underwriting agreement or to issue any shares of our common stock that may be issuable on conversion of the notes. In addition, the foregoing restriction does not apply to our ability to issue our common stock in exchange for our outstanding securities, pursuant to our existing stock option and restricted stock plans or under outstanding securities convertible into common stock.

We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act of 1933.

Certain of the underwriters and their affiliates have from time to time provided, and in the future may provide, certain investment banking and financial advisory services to us and our affiliates, for which they have received, and in the future would receive, customary fees. Affiliates of all of the underwriters are lenders under our existing revolving bank credit facility. Amounts outstanding under our existing revolving bank credit facility will be repaid in connection with this offering and such affiliates will, thus, receive a substantial portion of the proceeds from this offering. Accordingly, this offering is being conducted in accordance with Rule 2710(h) of the NASD Conduct Rules (which are part of the FINRA Rules). This rule provides generally that if more than 10% of the net proceeds from the sale of the securities, not including underwriting compensation, is paid to the underwriters of such securities or their affiliates, the yield on the securities may not be lower than that recommended by a qualified independent underwriter meeting certain standards. Accordingly, Banc of

**Table of Contents**

America Securities LLC is assuming the responsibilities of acting as the qualified independent underwriter in pricing the offering and conducting due diligence. The yield on the notes, when sold to the public at the public offering price set forth on the cover page of this prospectus supplement, is no lower than that recommended by Banc of America Securities LLC.

In addition, all of the underwriters are acting as underwriters for our concurrent public offering of senior notes and will receive customary fees in connection therewith.

In addition, affiliates of Deutsche Bank Securities Inc., Greenwich Capital Markets, Inc., UBS Securities LLC and Wachovia Capital Markets, LLC are parties to volumetric production payment transactions with us. An affiliate of Lehman Brothers Inc. is a participant in a drilling business with us. We and that affiliate have each contributed to the venture approximately \$25 million for our equity interest and \$20 million as a loan. Another affiliate of Lehman Brothers Inc. is the owner of an entity to which we made sales representing 15% of our total revenue in 2007. In addition, affiliates of certain of the underwriters are counterparties to our hedging transactions and sale/leaseback transactions.

UnionBanc Investment Services LLC, a Financial Industry Regulatory Authority member and subsidiary of Union Bank of California, N.A., is being paid a referral fee by Wedbush Morgan Securities Inc.

A prospectus in electronic format may be made available on the Internet sites or through other online services maintained by one or more of the underwriters and/or selling group members participating in this offering, or by their affiliates. In those cases, prospective investors may view offering terms online and, depending upon the particular underwriter or selling group member, prospective investors may be allowed to place orders online. The underwriters may agree with us to allocate a specific number of notes for sale to online brokerage account holders. Any such allocation for online distributions will be made by the representatives on the same basis as other allocations.

Other than the prospectus in electronic format, the information on any underwriter's or selling group member's web site and any information contained in any other web site maintained by an underwriter or selling group member are not part of the prospectus or the registration statement of which this prospectus supplement and the accompanying prospectus form a part, have not been approved and/or endorsed by us or any underwriter or selling group member in its capacity as underwriter or selling group member and should not be relied upon by investors.

**Table of Contents**

**WHERE YOU CAN FIND MORE INFORMATION**

We file annual, quarterly and special reports, proxy statements and other information with the SEC.

We incorporate by reference in this prospectus supplement the following documents filed with the SEC pursuant to the Securities Exchange Act of 1934 (the Exchange Act ):

our Annual Report on Form 10-K for the year ended December 31, 2007, including information specifically incorporated by reference into our Form 10-K from our Proxy Statement for our Annual Meeting of Stockholders to be held on June 6, 2008;

our Quarterly Report on Form 10-Q for the three months ended March 31, 2008;

our Current Reports on Form 8-K filed on January 4, 2008, January 24, 2008, March 20, 2008, March 26, 2008, April 1, 2008, April 16, 2008, April 18, 2008 and May 12, 2008 (excluding any information furnished pursuant to Item 2.02 or Item 7.01 of any such Current Report on Form 8-K); and

our Registration Statement on Form 8-B (File No. 001-13726) filed on December 12, 1996, as amended by our Current Report on Form 8-K filed on March 26, 2008.

We also incorporate by reference any future filings made by us with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act (excluding any information furnished pursuant to Item 2.02 or Item 7.01 of any such current report on Form 8-K that is filed in the future and is not deemed filed under the Exchange Act), until the underwriters have sold all of the notes.

The information incorporated by reference is an important part of this prospectus supplement, and information that we file later with the SEC will automatically update and supersede this information as well as the information included in this prospectus supplement.

You may read and copy any document we file with the SEC at the SEC public reference room located at:

100 F Street, N.E.

Room 1580

Washington, D.C. 20549

Please call the SEC at 1-800-SEC-0330 for further information on the public reference room and its copy charges. Our SEC filings are also available to the public on the SEC's web site at <http://www.sec.gov> and through the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005, on which our shares of common stock are traded.

During the course of the offering and prior to sale, we invite each offeree of the notes to ask us questions concerning the terms and conditions of the offering and to obtain any additional information necessary to verify the accuracy of the information in this prospectus supplement which is material to the offering to the extent that we possess such information or can acquire it without unreasonable effort or expense. You may obtain a copy of any or all of the documents summarized in this prospectus supplement or incorporated by reference in this prospectus supplement, without charge, by request directed to us at the following address and telephone number:

Jennifer M. Grigsby

Corporate Secretary

Chesapeake Energy Corporation

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6100 North Western Avenue

Oklahoma City, Oklahoma 73118

Telephone: (405) 879-9225

S-70

**Table of Contents**

**FORWARD-LOOKING STATEMENTS**

This prospectus supplement contains or incorporates by reference forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements give our current expectations or forecasts of future events. They include statements regarding natural gas and oil reserve estimates, planned capital expenditures, the drilling of natural gas and oil wells and future acquisitions, expected natural gas and oil production, cash flow and anticipated liquidity, business strategy and other plans and objectives for future operations and expected future expenses. Statements concerning the fair values of derivative contracts and their estimated contribution to our future results of operations are based upon market information as of a specific date. These market prices are subject to significant volatility.

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

the volatility of natural gas and oil prices;

our level of indebtedness;

the strength and financial resources of our competitors;

the availability of capital on an economic basis to fund our drilling program;

our ability to replace reserves and sustain production;

uncertainties inherent in estimating quantities of natural gas and oil reserves, projecting future rates of production and the timing of development expenditures;

uncertainties in evaluating natural gas and oil reserves of acquired properties and associated potential liabilities;

unsuccessful exploration and development drilling;

declines in the values of our natural gas and oil properties resulting in ceiling test write-downs;

lower prices realized on natural gas and oil sales and collateral required to secure hedging liabilities resulting from our commodities price risk management activities;

the negative effect lower natural gas and oil prices could have on our ability to borrow;

drilling and operating risks;

adverse effects of governmental and environmental regulation;

losses possible from pending or future litigation; and

interruption of a portion of our natural gas and oil production.

We caution you not to place undue reliance on these forward-looking statements, which speak only as of the date of this prospectus supplement, and we undertake no obligation to update this information. We urge you to carefully review and consider the disclosures made in this prospectus supplement and our reports filed with the SEC and incorporated by reference herein that attempt to advise interested parties of the risks and factors that may affect our business.

S-71

**Table of Contents**

**LEGAL MATTERS**

The validity of the issuance of the convertible senior notes and certain other legal matters will be passed upon for us by Bracewell & Giuliani LLP, Houston, Texas. The validity of the issuance of the common stock issuable upon the conversion of the convertible senior notes offered hereby will be passed upon for us by Commercial Law Group, P.C. The underwriter is being represented by Cravath, Swaine & Moore LLP, New York, New York. Bracewell & Giuliani LLP and Cravath, Swaine & Moore LLP will rely upon Commercial Law Group, P.C. as to all matters of Oklahoma law.

**EXPERTS**

The financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus supplement by reference to the Annual Report on Form 10-K for the year ended December 31, 2007 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

Estimates of the natural gas and oil reserves of Chesapeake Energy Corporation and related future net cash flows and the present values thereof, included in Chesapeake's Annual Report on Form 10-K for the year ended December 31, 2007, were based in part upon reserve reports prepared by Netherland, Sewell & Associates, Inc., Schlumberger Data and Consulting Services, Lee Keeling and Associates, Inc., Ryder Scott Company, L.P. and LaRoche Petroleum Consultants, Ltd., independent petroleum engineers. We have incorporated these estimates in this prospectus supplement by reference to such Annual Report in reliance on the authority of each such firm as experts in such matters.



**Table of Contents**

**PROSPECTUS**

# **Chesapeake Energy Corporation**

## **Convertible Senior Notes**

We may from time to time offer and sell convertible senior notes. The convertible senior notes may be convertible into or exercisable or exchangeable for our common stock. We may offer and sell the convertible senior notes to or through one or more underwriters, dealers and agents, or directly to purchasers, on a continuous or delayed basis.

Each time convertible senior notes are sold, we will provide one or more supplements to this prospectus that will contain additional information about the specific offering and the terms of the convertible senior notes being offered. The supplements may also add, update or change information contained in this prospectus. You should carefully read this prospectus and any accompanying prospectus supplement before you invest in any of our securities.

Our common stock is listed for trading on the New York Stock Exchange under the symbol **CHK**. Our executive offices are located at 6100 North Western Avenue, Oklahoma City, Oklahoma 73118, and our telephone number is (405) 848-8000.

**NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

The date of this prospectus is May 19, 2008

**Table of Contents**

**TABLE OF CONTENTS**

|  |   |
|--|---|
| <b><u>FORWARD-LOOKING STATEMENTS</u></b>                         | 1 |
| <b><u>WHERE YOU CAN FIND MORE INFORMATION</u></b>                | 2 |
| <b><u>USE OF PROCEEDS</u></b>                                    | 3 |
| <b><u>RATIO OF EARNINGS TO FIXED CHARGES</u></b>                 | 3 |
| <b><u>DESCRIPTION OF CHESAPEAKE CONVERTIBLE SENIOR NOTES</u></b> | 3 |
| <b><u>LEGAL MATTERS</u></b>                                      | 3 |
| <b><u>EXPERTS</u></b>  | 3 |

**You should rely only on the information contained or incorporated by reference in this prospectus and any prospectus supplement. We have not authorized any dealer, salesman or other person to provide you with additional or different information. This prospectus and any prospectus supplement are not an offer to sell or the solicitation of an offer to buy any securities other than the securities to which they relate and are not an offer to sell or the solicitation of an offer to buy securities in any jurisdiction to any person to whom it is unlawful to make an offer or solicitation in that jurisdiction. You should not assume that the information in this prospectus or any prospectus supplement or in any document incorporated by reference in this prospectus or any prospectus supplement is accurate as of any date other than the date of the document containing the information.**

**You should read carefully the entire prospectus, as well as the documents incorporated by reference in the prospectus and the applicable prospectus supplement, before making an investment decision.**

**Unless the context requires otherwise or unless otherwise noted, all references in this prospectus or any accompanying prospectus supplement to Chesapeake, we, or our are to Chesapeake Energy Corporation and its subsidiaries.**

**Table of Contents**

**FORWARD LOOKING STATEMENTS**

This prospectus contains or incorporates by reference forward looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward looking statements give our current expectations or forecasts of future events. They include statements regarding natural gas and oil reserve estimates, planned capital expenditures, the drilling of natural gas and oil wells and future acquisitions, expected natural gas and oil production, cash flow and anticipated liquidity, business strategy and other plans and objectives for future operations and expected future expenses. Statements concerning the fair values of derivative contracts and their estimated contribution to our future results of operations are based upon market information as of a specific date. These market prices are subject to significant volatility.

Although we believe the expectations and forecasts reflected in these and other forward looking statements are reasonable, we can give no assurance they will prove to have been correct. They can be affected by inaccurate assumptions or by known or unknown risks and uncertainties. Factors that could cause actual results to differ materially from expected results are described under Risk Factors in the accompanying prospectus supplement and in the information incorporated by reference in this prospectus and include:

the volatility of natural gas and oil prices;

our level of indebtedness;

the strength and financial resources of our competitors;

the availability of capital on an economic basis to fund our drilling program;

our ability to replace reserves and sustain production;

uncertainties inherent in estimating quantities of natural gas and oil reserves, projecting future rates of production and the timing of development expenditures;

uncertainties in evaluating natural gas and oil reserves of acquired properties and associated potential liabilities;

unsuccessful exploration and development drilling;

declines in the values of our natural gas and oil properties resulting in ceiling test write downs;

lower prices realized on natural gas and oil sales and collateral required to secure hedging liabilities resulting from our commodities price risk management activities;

the negative effect lower natural gas and oil prices could have on our ability to borrow;

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drilling and operating risks;

adverse effects of governmental and environmental regulation;

losses possible from pending or future litigation; and

interruption of a portion of our natural gas and oil production.

We caution you not to place undue reliance on these forward looking statements, which speak only as of the date of this prospectus, and we undertake no obligation to update this information. We urge you to carefully review and consider the disclosures made in this prospectus and our reports filed with the SEC and incorporated by reference herein that attempt to advise interested parties of the risks and factors that may affect our business.

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**Table of Contents**

**WHERE YOU CAN FIND MORE INFORMATION**

We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission (the SEC). You may inspect and copy such material at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for more information on the public reference room. You can also find our SEC filings at the SEC's website at www.sec.gov and through the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005, where our common stock is listed.

We have filed with the SEC a registration statement on Form S-3 relating to the securities covered by this prospectus. This prospectus is a part of the registration statement and does not contain all the information in the registration statement. Whenever a reference is made in this prospectus to a contract or other document, the reference is only a summary and you should refer to the exhibits that are a part of the registration statement for a copy of the contract or other document. You may view a copy of the registration statement at the SEC's public reference room in Washington, D.C. as well as through the SEC's website.

The following documents filed with the SEC pursuant to the Exchange Act of 1934, as amended (the Exchange Act), are incorporated herein by reference:

the description of our common stock contained in our Form 8-B (SEC File No. 001-13726) filed on December 12, 1996, as amended by our Current Report on Form 8-K filed on March 26, 2008;

our Annual Report on Form 10-K for the year ended December 31, 2007, including information specifically incorporated by reference into our Form 10-K from our Proxy Statement for our Annual Meeting of Stockholders to be held on June 6, 2008;

our Quarterly Report on Form 10-Q for the quarter ended March 31, 2008; and

our Current Reports on Form 8-K filed on January 4, 2008, January 24, 2008, March 20, 2008, March 26, 2008, April 1, 2008, April 16, 2008, April 18, 2008 and May 12, 2008 (excluding any information furnished pursuant to Item 2.02 or Item 7.01 of any such Current Report on Form 8-K).

All documents filed by us pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act (excluding any information furnished pursuant to Item 2.02 or Item 7.01 on any current report on Form 8-K) subsequent to the date of this filing and prior to the termination of this offering shall be deemed to be incorporated in this prospectus and to be a part hereof from the date of the filing of such document. Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for all purposes to the extent that a statement contained in this prospectus, or in any other subsequently filed document which is also incorporated or deemed to be incorporated by reference, modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We will provide without charge to each person to whom this prospectus is delivered, upon written or oral request of such person, a copy of any or all documents incorporated by reference in this prospectus. Requests for such copies should be directed to Jennifer M. Grigsby, Corporate Secretary, Chesapeake Energy Corporation, 6100 North Western Avenue, Oklahoma City, Oklahoma 73118, by mail, or if by telephone at (405) 848-8000.

**Table of Contents****USE OF PROCEEDS**

We will use the net proceeds from sales of convertible senior notes as set forth in the applicable prospectus supplement.

**RATIO OF EARNINGS TO FIXED CHARGES**

|   | <b>Three Months<br/>Ended March 31,<br/>2008</b> | <b>Year Ended December 31,</b> |             |             |             |             |
|---|--|--------------------------------|-------------|-------------|-------------|-------------|
|   |  | <b>2007</b>                    | <b>2006</b> | <b>2005</b> | <b>2004</b> | <b>2003</b> |
| Ratio of earnings to fixed charges (1)                          | (0.5)x   | 4.2x                           | 7.3x        | 5.6x        | 4.8x        | 4.0x        |
| Ratio of earnings to fixed charges and preference dividends (1) | (0.4)x   | 3.4x                           | 5.6x        | 4.6x        | 3.7x        | 3.3x        |

- (1) For purposes of determining the ratios of earnings to fixed charges and earnings to fixed charges and preference dividends, earnings are defined as net income before income taxes, cumulative effect of accounting changes, pretax gain or loss of equity investees, amortization of capitalized interest and fixed charges, less capitalized interest. Fixed charges consist of interest (whether expensed or capitalized and excluding the effect of unrealized gains or losses on interest rate derivatives), and amortization of debt expenses and discount or premium relating to any indebtedness. Preference dividends consist of preferred stock dividends grossed up to reflect the pre-tax amount. Earnings for the three months ended March 31, 2008 were insufficient to cover fixed charges by \$274 million due to unrealized losses of \$1.132 billion associated with mark-to-market changes in the value of outstanding hedging contracts accounted for under SFAS No. 133.

**DESCRIPTION OF CHESAPEAKE CONVERTIBLE SENIOR NOTES**

A description of the convertible senior notes will be set forth in the applicable prospectus supplement.

**LEGAL MATTERS**

In connection with particular offerings of the convertible senior notes in the future, and if stated in the applicable prospectus supplements, the validity of the issuance of the convertible senior notes and certain other legal matters will be passed upon for us by Bracewell & Giuliani LLP, Houston, Texas. The common stock issuable upon the conversion of any convertible senior notes offered by this prospectus may be passed upon for us by Commercial Law Group, P.C., Oklahoma City, Oklahoma. Legal counsel to any underwriters may pass upon legal matters for such underwriters.

**EXPERTS**

The financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to the Annual Report on Form 10-K for the year ended December 31, 2007 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

Estimates of the natural gas and oil reserves of Chesapeake Energy Corporation and related future net cash flows and the present values thereof, included in Chesapeake's Annual Report on Form 10-K for the year ended December 31, 2007, were based in part upon reserve reports prepared by Netherland, Sewell & Associates, Inc., Schlumberger Data and Consulting Services, Lee Keeling and Associates, Inc., Ryder Scott Company, L.P. and LaRoche Petroleum Consultants, Ltd., independent petroleum engineers. We have incorporated these estimates in reliance on the authority of each such firm as experts in such matters.

Table of Contents

**\$1,200,000,000**

**2.25% Contingent Convertible Notes due 2038**

PROSPECTUS SUPPLEMENT

May 20, 2008

*Joint Book-Running Managers*

**Banc of America Securities LLC**

**Barclays Capital**

**Credit Suisse**

**Goldman, Sachs & Co.**

**UBS Investment Bank**

*Senior Co-Managers*

**Calyon Securities (USA) Inc.**

**Deutsche Bank Securities**

**JPMorgan**

**Lehman Brothers**

**Morgan Stanley**

**RBS Greenwich Capital**

**Wachovia Securities**

**Wells Fargo Securities**

*Co-Managers*

**BBVA Securities**

**BMO Capital Markets**

**BNP PARIBAS**

**BOSC, Inc.**

**Comerica Securities**

**Fortis Securities LLC**

**Natixis Bleichroeder Inc.**

**Scotia Capital**

**SunTrust Robinson Humphrey**

**TD Securities**

**UMB Financial Services, Inc.**

**Wedbush Morgan Securities Inc.**



