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

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): October 1, 2024

EXPAND ENERGY CORPORATION

(Exact name of registrant as specified in its charter)

Oklahoma	**001-13726**	**73-1395733**
(State or other jurisdiction of incorporation)	*(Commission File Number)*	*(IRS Employer Identification No.)*

6100 North Western Avenue
Oklahoma City, OK 73118
(Address of principal executive offices)(Zip Code)

Registrant's telephone number, including area code: **(405) 848-8000**

CHESAPEAKE ENERGY CORPORATION
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, $0.01 par value per share	EXE	The Nasdaq Stock Market LLC
Class A Warrants to purchase Common Stock	EXEEW	The Nasdaq Stock Market LLC
Class B Warrants to Purchase Common Stock	EXEEZ	The Nasdaq Stock Market LLC
Class C Warrants to Purchase Common Stock	EXEEL	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Introductory Note

On October 1, 2024, Expand Energy Corporation (formerly known as Chesapeake Energy Corporation), an Oklahoma corporation (the "Company", "Expand Energy" or "Chesapeake"), completed its previously announced merger with Southwestern Energy Company, a Delaware corporation ("Southwestern"), pursuant to that certain Agreement and Plan of Merger, dated as of January 10, 2024 (the "Merger Agreement"), by and among the Company, Southwestern, Hulk Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of the Company, and Hulk LLC Sub, LLC, a Delaware limited liability company and a wholly owned subsidiary of the Company ("Merger Sub LLC"). Pursuant to the terms of the Merger Agreement, Merger Sub Inc. was merged with and into Southwestern (the "Merger"), with Southwestern continuing as the surviving corporation and as a wholly owned subsidiary of the Company. Immediately following the effective time of the Merger (the "Effective Time"), the surviving corporation was merged with and into Merger Sub LLC, with Merger Sub LLC continuing as the surviving entity and as a wholly owned subsidiary of the Company (the "Second Merger"). Following the effective time of the Second Merger, Merger Sub LLC was merged with and into the Company with the Company continuing as the surviving entity (the "Third Merger").

Pursuant to the Merger Agreement, following the Effective Time, the Company changed its name to "Expand Energy Corporation". In addition, the Company changed its NASDAQ ticker symbol "CHK" to "EXE" and expects to begin trading under the "EXE" trading symbol effective as of the open of trading on the Nasdaq Global Select Market on October 2, 2024.

Item 1.01. Entry into a Material Definitive Agreement.

In connection with the Third Merger and on the date thereof, the Company became the successor issuer in respect to Southwestern's (i) $389 million aggregate principal amount of 4.950% Senior Notes due 2025 (the "SWN 2025 Notes"), (ii) $304 million aggregate principal amount of 8.375% Senior Notes due 2028 (the "SWN 2028 Notes"), (iii) $700 million aggregate principal amount of 5.375% Senior Notes due 2029 (the "SWN 2029 Notes"), (iv) $1,200 million aggregate principal amount of 5.375% Senior Notes due 2030 (the "SWN 2030 Notes") and (v) $1,150 million aggregate principal amount of 4.750% Senior Notes due 2032 (the "SWN 2032 Notes" and together with the SWN 2025 Notes, the SWN 2028 Notes, the SWN 2029 Notes and the SWN 2030 Notes, the "SWN Notes"). The Company assumed the obligations under (i) the SWN 2025 Notes pursuant to Supplemental Indenture No. 9 ("SWN 2025 Notes Supplemental Indenture No. 9") to a base indenture dated January 23, 2015, by and among Southwestern and U.S. Bank National Association, as Trustee, (ii) the SWN 2028 Notes pursuant to Supplemental Indenture No. 9 ("SWN 2028 Notes Supplemental Indenture No. 9") to a base Indenture dated September 25, 2017, by and among Southwestern and U.S. Bank National Association, as Trustee, (iii) the SWN 2029 Notes pursuant to Supplemental Indenture No. 6 ("Supplemental Indenture No. 6") to a base indenture dated August 30, 2021 (the "2021 Base Indenture") by and among Southwestern and Regions Bank, as Trustee, (iv) the 2030 Notes pursuant to Supplemental Indenture No. 7 ("Supplemental Indenture No. 7") to the 2021 Base Indenture and (v) the 2032 Notes pursuant to Supplemental Indenture No. 8 ("Supplemental Indenture No. 8" and, together with SWN 2025 Notes Supplemental Indenture No. 9, SWN 2028 Notes Supplemental Indenture No. 9, Supplemental Indenture No. 6 and Supplemental Indenture No. 7, the "SWN Supplemental Indentures") to the 2021 Base Indenture. In addition, pursuant to each SWN Supplemental Indenture, existing subsidiaries of the Company that guarantee the CHK Notes (as defined below) have provided guarantees of the SWN Notes.

The SWN 2025 Notes mature on January 23, 2025 and bear interest at a rate of 4.950% per annum, with interest payable on January 23 and July 23 of each year. The SWN 2028 Notes mature on September 15, 2028 and bear interest at a rate of 8.375% per annum, with interest payable on March 15 and September 15 of each year. The SWN 2029 Notes mature on February 1, 2029 and bear interest at a rate of 5.375% per annum, with interest payable on February 1 and August 1 of each year. The SWN 2030 Notes mature on March 15, 2030 and bear interest at a rate of 5.375% per annum, with interest payable on March 15 and September 15 of each year. The SWN 2032 Notes mature on February 1, 2032 and bear interest at a rate of 4.750% per annum, with interest payable on February 1 and August 1 of each year.

The foregoing description of the SWN Supplemental Indentures is qualified in its entirety by reference to each of the SWN Supplemental Indentures and the related Supplemental Indentures and Indentures that preceded each of the SWN Supplemental Indentures, which are attached hereto as Exhibits 4.1 through 4.29 and incorporated herein by reference.

In addition, the Company entered into (i) Supplemental Indenture No. 3 to the Indenture dated February 5, 2021, by and among Chesapeake Escrow LLC, as issuer, the guarantors signatory thereto and Deutsche Bank Trust Company, as Trustee governing the Company's existing 5.500% Senior Notes due 2026 (the "CHK 2026 Notes") and 5.875% Senior Notes due 2029 (the "CHK 2029 Notes") and (ii) Supplemental Indenture No. 5 to the Indenture dated April 7, 2021, by and among Vine Energy Holdings LLC, the guarantors signatory thereto and Wilmington Trust, National Association, as Trustee governing the Company's existing 6.750% Senior Notes due 2029 (the "CHK-VINE 2029 Notes" and together with the CHK 2026 Notes and the CHK 2029 Notes, the "CHK Notes"), in each case to add as guarantors of the CHK Notes, the subsidiaries of Southwestern that guarantee the SWN Notes. The foregoing description is qualified in its entirety by reference to the indentures and supplemental indentures governing the CHK Notes attached hereto as Exhibits 4.30 through 4.36, each of which is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The disclosure set forth in the "Introductory Note" above is incorporated into this Item 2.01 by reference.

At the Effective Time, each share of Southwestern common stock, par value $0.01 per share ("Southwestern Common Stock"), issued and outstanding immediately prior to the Effective Time (excluding certain excluded shares held by Southwestern as treasury shares, or by the Company, Merger Sub Inc. or Merger Sub LLC, and certain equity awards of Southwestern) was converted into the right to receive 0.0867 (the "Exchange Ratio") of a share of the Company's common stock, par value $0.01 per share ("Company Common Stock"). No fractional shares of Company Common Stock were issued in the Merger, and holders of shares of Southwestern Common Stock received cash in lieu of fractional shares of Company Common Stock, if any, in accordance with the terms of the Merger Agreement.

In addition, at the Effective Time:

- each outstanding and unexercised option award of Southwestern as of immediately prior to the Effective Time ceased to represent a right to acquire shares of Southwestern Common Stock and was automatically canceled and terminated without consideration payable or owed thereto;

- each outstanding restricted stock award of Southwestern was automatically fully vested and each such restricted stock award was converted into the right to receive a number of shares of Company Common Stock equal to (i) the Exchange Ratio, multiplied by (ii) the total number of shares of Southwestern Common Stock attributable to such restricted stock award;

- each outstanding restricted stock unit award of Southwestern under Southwestern's Nonemployee Director Deferred Compensation Plan was automatically fully vested, canceled, and converted into the right to receive a number of shares of Company Common Stock equal to (i) the Exchange Ratio, multiplied by (ii) the total number of shares of Southwestern Common Stock subject to such restricted stock unit award, together with accrued dividend equivalent payments in each case issuable and payable at the times specified in Southwestern's Nonemployee Director Deferred Compensation Plan and in accordance with such director's deferral elections as set forth in the applicable Deferred Compensation Agreement;

- each outstanding restricted stock unit award of Southwestern that (i) was granted pursuant to Southwestern's 2013 Incentive Plan, or (ii) was granted prior to the date of the Merger Agreement and was held by an employee of Southwestern or its Subsidiaries (as defined in the Merger Agreement) whose employment was terminated upon or immediately after the Effective Time, and was subject only to time-based vesting conditions, was fully vested, canceled and converted into the right to receive a number of shares of Company Common Stock equal to (A) the Exchange Ratio, multiplied by (B) the total number of shares of Southwestern Common Stock subject to each such restricted stock unit award, together with accrued dividend equivalent payments, in each case issuable and payable in accordance with the terms of the applicable award agreement;

- each outstanding restricted stock unit award that was granted pursuant to Southwestern's 2022 Incentive Plan (and not described above) and that was subject only to time-based vesting conditions was canceled and converted into an award of restricted stock units in respect of shares of Company Common Stock (rounded to the nearest whole share) equal to the product of (i) the total number of shares of Southwestern Common Stock subject to such restricted stock unit award immediately prior to the Effective Time multiplied by (ii) the Exchange Ratio. Such restricted stock unit award shall vest and become payable on the same terms and conditions (including "double-trigger" vesting provisions) as are set forth in the corresponding award agreement (except that such award will be payable in Company Common Stock);

- each outstanding performance unit award that (i) was granted pursuant to Southwestern's 2013 Incentive Plan, or (ii) was granted prior to the date of the Merger Agreement and was held by an employee of Southwestern or its Subsidiaries (as defined in the Merger Agreement) whose employment was terminated upon or immediately after the Effective Time was (A) automatically fully vested and became payable at the greater of (1) the level based on actual performance determined as of immediately prior to the Effective Time in accordance with the terms of the applicable award agreement and (2) the target level (the number of shares of Southwestern Common Stock payable pursuant to the foregoing, the "Earned Company Performance Shares"), and (B) canceled and converted into the right to receive a number of shares of Company Common Stock equal to (1) the Exchange Ratio, multiplied by (2) the number of Earned Company Performance Shares, together with accrued dividend equivalent payments, in each case issuable and payable in accordance with the terms of the applicable award agreement;

- each outstanding performance unit award of Southwestern that was granted pursuant to Southwestern's 2022 Incentive Plan (and not described above) was deemed to correspond to a number of Earned Company Performance Shares, and was canceled and converted into an award of time-based vesting restricted stock units in respect of that number of shares of Company Common Stock (rounded to the nearest whole share) equal to (i) the number of Earned Company Performance Shares with respect to such performance unit award multiplied by (ii) the Exchange Ratio. Such restricted stock units shall time-vest at the end of the original performance period and are otherwise subject to and payable on the same terms and conditions (including "double-trigger" vesting provisions) as are set forth in the corresponding award agreement (except that such award will be payable in shares of Company Common Stock);

- each outstanding performance cash unit award of Southwestern that (i) was granted pursuant to Southwestern's 2013 Incentive Plan, or (ii) was granted prior to the date of the Merger Agreement and was held by an employee of Southwestern or its Subsidiaries (as defined in the Merger Agreement) whose employment was terminated upon or immediately after the Effective Time was automatically, by virtue of the occurrence of the Closing (as defined in the Merger Agreement), fully vested and payable in cash in an amount equal to $1.00 per unit granted under such performance cash unit award multiplied by the greater of (A) the percentage earned based on actual performance determined as of immediately prior to the Effective Time in accordance with the terms of the applicable award agreement and (B) 100%; and

- each outstanding performance cash unit award of Southwestern that was granted pursuant to Southwestern's 2022 Incentive Plan (other than those described above) was deemed earned at a level equal to $1.00 per unit granted under such performance cash unit award multiplied by the greater of (i) the percentage earned based on actual performance determined as of immediately prior to the Effective Time in accordance with the terms of the applicable award agreement and (ii) 100%. Such amount will vest and become payable in cash at the end of the original performance period associated with the corresponding performance cash unit award of Southwestern and was otherwise subject to and payable on the same terms and conditions (including "double-trigger" vesting provisions) as are set forth in the corresponding award agreement.

The foregoing description of the Merger Agreement and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is attached as Exhibit 2.1 to this Current Report on Form 8-K and the terms of which are incorporated herein by reference.

The issuance of Company Common Stock in connection with the Merger was registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the Company's registration statement on Form S-4 (File No. 333-277555), as amended, and declared effective by the Securities and Exchange Commission (the "SEC") on May 17, 2024 (the "Registration Statement"). The joint proxy statement/prospectus included in the Registration Statement contains additional information about the Merger.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure contained in Item 1.01 with respect to the Company becoming the successor issuer and an obligor in respect of the SWN Notes is incorporated by reference into this Item 2.03.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Director Appointments

Pursuant to the Merger Agreement, immediately following the Effective Time, the board of directors of the Company (the "Board") was increased to eleven directors, consisting of (i) the seven existing Board members, Domenic J. Dell'Osso Jr., Michael A. Wichterich, Timothy S. Duncan, Benjamin C. Duster, IV, Sarah A. Emerson, Matthew M. Gallagher and Brian Steck, and (ii) four new directors, Catherine A. Kehr, John D. Gass, S.P. "Chip" Johnson IV and Shameek Konar, each of whom were members of the board of directors of Southwestern prior to the Effective Time. Mr. Wichterich will continue to serve as the Chairman of the Board.

Upon his or her appointment as a non-employee director of the Company, each of Messrs. Gass, Johnson and Konar, and Ms. Kehr will receive the standard annual benefits paid to each non-employee director of the Company, including: (i) an annual retainer of $80,000, payable quarterly in installments, (ii) an annual grant of restricted stock units with a value of approximately $200,000, issued pursuant to the Chesapeake Energy Corporation 2021 Long Term Incentive Plan, as amended from time to time and (iii) applicable fees for serving on Board committees. The terms of non-employee director compensation were disclosed in the Company's definitive proxy statement for its 2024 Annual Meeting of Shareholders, filed with the SEC on April 26, 2024.

In connection with the appointments, the Company and each of Messrs. Gass, Johnson and Konar, and Ms. Kehr will enter into the Company's standard indemnity agreement for officers and directors (an "Indemnity Agreement"). Pursuant to the Indemnity Agreement, subject to the exceptions and limitations provided therein, the Company will indemnify each of the foregoing newly appointed members of the Board for obligations he or she may incur in his or her capacity as a director, as authorized by the Company's certificate of incorporation. The foregoing description of the Indemnity Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Indemnity Agreement, a form of which is attached hereto as Exhibit 10.1 to this Current Report on Form 8-K and the terms of which are incorporated herein by reference.

There are no arrangements or understandings between any of Messrs. Gass, Johnson or Konar, or Ms. Kehr and the Company or any other person pursuant to which Messrs. Gass, Johnson or Konar, or Ms. Kehr was appointed as a director of the Company. None of Messrs. Gass, Johnson or Konar, or Ms. Kehr is related to any officer or director of the Company. There are no transactions or relationships between Messrs. Gass, Johnson or Konar, or Ms. Kehr and the Company that would be required to be reported under Item 404(a) of Regulation S-K.

Mr. Gass is expected to be appointed to serve on the Environmental and Social Governance Committee and the Nominating and Corporate Governance Committee of the Board. Ms. Kehr is expected to be appointed to serve on the Audit Committee of the Board. Mr. Johnson is expected to be appointed to serve on the Compensation Committee and the Nominating and Corporate Governance Committee of the Board.

Officer Departures and Appointments

Effective October 1, 2024, Benjamin E. Russ will no longer serve as Executive Vice President – General Counsel and Corporate Secretary of the Company.

On October 1, 2024, the Board announced the appointment of Christopher Lacy as the Company's Executive Vice President, General Counsel and Corporate Secretary, effective as of October 1, 2024. Mr. Lacy was previously Vice President, General Counsel and Secretary of Southwestern Energy, where he joined the company in 2014 as chief litigation counsel and held various roles of progressively increasing responsibility. Before joining Southwestern Energy, Mr. Lacy was with Dewey & LeBouef, LLP and Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing P.C., and he has more than 15 years of experience representing clients in the energy industry. Mr. Lacy earned his bachelor's degree in Communication from the University of Texas and his juris doctorate degree from the University of Houston Law Center where he graduated summa cum laude and served as a Notes and Comments editor for the Houston Law Review. He currently serves on the board of Redeemed Ministries. In connection with Mr. Lacy's appointment, Mr. Lacy's annual base salary will be at a rate of $490,000 per year, and he will have the opportunity to earn an annual cash performance bonus with a target bonus opportunity of 80% of his annual base salary (the "Annual Target Bonus"), with an opportunity to earn up to 200% of his Annual Target Bonus based on achievement of certain performance goals established by the Board or the compensation committee thereof. Mr. Lacy will also participate in the Company's long-term incentive program, pursuant to which his annual long-term incentive target will be $1,800,000.

There are no related party transactions between Mr. Lacy and the Company that are required to be disclosed under Item 404(a) of Regulation S-K. There are no family relationships between Mr. Lacy and any director or executive officer of the Company. Mr. Lacy does not hold any other director positions in public companies.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On October 1, 2024, the Company filed an amendment to the Company's Second Amended and Restated Certificate of Incorporation, as amended, with the Secretary of State of the State of Oklahoma in order to change its name to "Expand Energy Corporation" (the "Name Change Amendment"). The filing of the Name Change Amendment was authorized and adopted by the board of directors of the Company in accordance with Section 1077 of the Oklahoma General Corporation Act. The Name Change Amendment became effective upon filing. The foregoing description of the Name Change Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Name Change Amendment, a copy of which is filed as Exhibit 3.1 to this Current Report on Form 8-K and incorporated herein by reference.

Effective upon the effectiveness of the Name Change Amendment, the Second Amended and Restated Bylaws of the Company were amended and restated (as so amended and restated, the "Bylaws") to (i) update the Company's name to "Expand Energy Corporation" and (ii) increase the maximum size of the Board. The foregoing description of the Bylaws does not purport to be complete and is qualified in its entirety by reference to the full text of the Bylaws, a copy of which is filed as Exhibit 3.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On October 1, 2024, the Company issued a press release announcing the completion of the Merger. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

In accordance with General Instruction B.2 of Form 8-K, the information furnished pursuant to Item 7.01 and the press release attached hereto as Exhibit 99.1 shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
2.1**	Agreement and Plan of Merger, dated as of January 10, 2024, by and among Chesapeake Energy Corporation, Hulk Merger Sub, Inc., Hulk LLC Sub, LLC, and Southwestern Energy Company (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on January 11, 2024).
3.1*	Third Amended and Restated Certificate of Incorporation of Expand Energy Corporation.
3.2*	Third Amended and Restated Bylaws of Expand Energy Corporation.
4.1	Indenture, dated as of January 23, 2015 between Southwestern Energy Company and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by Southwestern Energy Company on January 23, 2015)
4.2	First Supplemental Indenture, dated as of January 23, 2015 between Southwestern Energy Company and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed by Southwestern Energy Company on January 23, 2015)
4.3	Second Supplemental Indenture, dated as of September 25, 2017 between Southwestern Energy Company and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.5 to the Current Report on Form 8-K filed by Southwestern Energy Company on September 25, 2017)
4.4	Third Supplemental Indenture, dated as of November 29, 2017 between Southwestern Energy Company and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed by Southwestern Energy Company on December 1, 2017)
4.5	Fourth Supplemental Indenture, dated as of April 26, 2018 between Southwestern Energy Company, the guarantors named therein and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed by Southwestern Energy Company on April 26, 2018)
4.6	Fifth Supplemental Indenture, dated as of December 3, 2018 between Southwestern Energy Company, the guarantors named therein and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.15 to the Annual Report on Form 10-K filed by Southwestern Energy Company (Commission File No. 001-08246) for the year ended December 31, 2020)
4.7	Sixth Supplemental Indenture, dated as of December 10, 2020 between Southwestern Energy Company, the guarantors named therein and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.16 to the Annual Report on Form 10-K filed by Southwestern Energy Company (Commission File No. 001-08246) for the year ended December 31, 2020)
4.8	Seventh Supplemental Indenture, dated as of September 10, 2021 between Southwestern Energy Company, the guarantors named therein and Regions Bank, as trustee (incorporated by reference to Exhibit 4.14 to the Amendment No. 1 to Form S-4 filed by Southwestern Energy Company on October 12, 2021)
4.9	Eighth Supplemental Indenture, dated as of January 4, 2022 between Southwestern Energy Company, the guarantors named therein and Regions Bank, as trustee (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed by Southwestern Energy Company on January 5, 2022)
4.10*	Supplemental Indenture No. 9, dated as of October 1, 2024 by and among Expand Energy Corporation, the guarantors party thereto and Regions Bank, as Trustee, to Indenture dated January 23, 2015, by and among Southwestern Energy Company and U.S. Bank National Association, as Trustee.

4.11	Indenture, dated as of September 25, 2017 between Southwestern Energy Company and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by Southwestern Energy Company on September 25, 2017)
4.12	First Supplemental Indenture, dated as of September 25, 2017 between Southwestern Energy Company, the guarantors named therein and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed by Southwestern Energy Company on September 25, 2017)
4.13	Second Supplemental Indenture, dated as of April 26, 2018 between Southwestern Energy Company, the guarantors named therein and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.3 to the Current Report on Form 8-K filed by Southwestern Energy Company on April 26, 2018)
4.14	Third Supplemental Indenture, dated as of December 3, 2018 between Southwestern Energy Company, the guarantors named therein and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.21 to Annual Report on Form 10-K filed by Southwestern Energy Company (Commission File No. 001-08246) for the year ended December 31, 2020)
4.15	Fourth Supplemental Indenture, dated as of August 27, 2020 between Southwestern Energy Company, the guarantors named therein and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed by Southwestern Energy Company on August 27, 2020)
4.16	Fifth Supplemental Indenture, dated as of December 10, 2020 between Southwestern Energy Company, the guarantors named therein and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.23 to the Annual Report on Form 10-K filed by Southwestern Energy Company (Commission File No. 001-08246) for the year ended December 31, 2020)
4.17	Sixth Supplemental Indenture, dated as of August 30, 2021, among Southwestern Energy Company, the guarantors party thereto and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.4 to the Current Report on Form 8-K filed by Southwestern Energy Company on August 30, 2021)
4.18	Seventh Supplemental Indenture, dated as of September 10, 2021 between Southwestern Energy Company, the guarantors named therein and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.23 to the Amendment No. 1 to Form S-4 filed by Southwestern Energy Company on October 12, 2021)
4.19	Eighth Supplemental Indenture, dated as of January 4, 2022 between Southwestern Energy Company, the guarantors named therein and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.3 to the Current Report on Form 8-K filed by Southwestern Energy Company on January 5, 2022)
4.20*	Supplemental Indenture No. 9, dated as of October 1, 2024, by and among Expand Energy Corporation, the guarantors party thereto and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as Trustee, to Indenture dated September 25, 2017, by and among Southwestern Energy Company and U.S. Bank National Association, as Trustee.
4.21	Indenture, dated as of August 30, 2021, between Southwestern Energy Company and Regions Bank, as trustee (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by Southwestern Energy Company on August 30, 2021)
4.22	First Supplemental Indenture, dated as of August 30, 2021, among Southwestern Energy Company, the guarantors party thereto and Regions Bank, as trustee (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed by Southwestern Energy Company on August 30, 2021)
4.23	Second Supplemental Indenture, dated as of September 3, 2021, among Southwestern Energy Company, the guarantors party thereto and Regions Bank, as trustee (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by Southwestern Energy Company on September 3, 2021)
4.24	Third Supplemental Indenture, dated as of September 10, 2021 among Southwestern Energy Company, the guarantors named therein and Regions Bank, as trustee (incorporated by reference to Exhibit 4.31 to Post-Effective Amendment No. 1 on Form S-4 filed by Southwestern Energy Company on October 12, 2021)

4.25	Fourth Supplemental Indenture, dated as of December 22, 2021, among Southwestern Energy Company, the guarantors party thereto and Regions Bank, as trustee (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed by Southwestern Energy Company on December 22, 2021)
4.26	Fifth Supplemental Indenture, dated as of January 4, 2022 between Southwestern Energy Company, the guarantors named therein and Regions Bank, as trustee (incorporated by reference to Exhibit 4.4 to the Current Report on Form 8-K filed by Southwestern Energy Company on January 5, 2022)
4.27*	Supplemental Indenture No. 6, dated as of October 1, 2024 by and among Expand Energy Corporation, the guarantors party thereto and Regions Bank, as Trustee, to Indenture dated as of August 30, 2021 by and among Southwestern Energy Company and Regions Bank, as Trustee.
4.28*	Supplemental Indenture No. 7, dated as of October 1, 2024 by and among Expand Energy Corporation, the guarantors party thereto and Regions Bank, as Trustee, to Indenture dated as of August 30, 2021 by and among Southwestern Energy Company and Regions Bank, as Trustee.
4.29*	Supplemental Indenture No. 8, dated as of October 1, 2024 by and among Expand Energy Corporation, the guarantors party thereto and Regions Bank, as Trustee, to Indenture dated as of August 30, 2021 by and among Southwestern Energy Company and Regions Bank, as Trustee.
4.30	Indenture dated as of February 5, 2021, among Chesapeake Escrow Issuer LLC, as issuer, the guarantors signatory thereto, and Deutsche Bank Trust Company Americas, as Trustee, with respect to 5.5% Senior Notes due 2026 and 5.875% Senior Notes due 2029 (incorporated by reference to Exhibit 10.11 to the Annual Report on Form 10-K filed by Chesapeake Energy Corporation (Commission File No. 001-13726) for the year ended December 31, 2020)
4.31	First Supplemental Indenture, dated as of February 9, 2021, by and among Chesapeake Energy Corporation, the Guarantors signatory thereto, and Deutsche Bank Trust Company Americas, as Trustee, with respect to 5.5% Senior Notes due 2026 and 5.875% Senior Notes due 2029 (incorporated by reference to Exhibit 10.13 to the Annual Report on Form 10-K filed by Chesapeake Energy Corporation (Commission File No. 001-13726) for the year ended December 31, 2020)
4.32	Second Supplemental Indenture, dated as of November 2, 2021, by and among Chesapeake Energy Corporation, the Guarantors signatory thereto, and Deutsche Bank Trust Company Americas, as Trustee, with respect to 5.5% Senior Notes due 2026 and 5.875% Senior Notes due 2029 (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed by Chesapeake Energy Corporation on November 2, 2021)
4.33*	Supplemental Indenture No. 3, dated as of October 1, 2024 by and among Expand Energy Corporation, the guarantors party thereto and Deutsche Bank Trust Company Americas, as Trustee, to Indenture dated as of February 5, 2021, by and among Chesapeake Escrow Issuer LLC, as issuer, the guarantors signatory thereto, and Deutsche Bank Trust Company Americas, as Trustee.
4.34	Indenture, dated April 7, 2021, by and among Vine Energy Holdings LLC, the guarantors party thereto and Wilmington Trust, National Association, a national banking association, as trustee (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by Vine Energy Holdings LLC on April 9, 2021)
4.35	Second Supplemental Indenture, dated as of November 2, 2021, by and among Chesapeake Energy Corporation, the guarantors party thereto and Wilmington Trust, National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by Chesapeake Energy Corporation on November 2, 2021)
4.36*	Supplemental Indenture No. 5, dated as of October 1, 2024 by and among Expand Energy Corporation, the guarantors party thereto and Wilmington Trust, National Association, a national banking association, as Trustee, to Indenture dated as of April 7, 2021, by and among Vine Energy Holdings LLC, as issuer, the guarantors signatory thereto, and Wilmington Trust, National Association, a national banking association, as Trustee.
10.1	Form of Indemnity Agreement (incorporated by reference to Exhibit 10.6 to the Company's Current Report on Form 8-K filed with the SEC on February 9, 2021)

99.1*	Joint press release of Expand Energy and Southwestern, dated October 1, 2024.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.

** Annexes, schedules and certain exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company hereby undertakes to furnish supplemental copies of any of the omitted annexes, schedules and exhibits upon request by the SEC.

SIGNATURE

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

Expand Energy Corporation

Date: October 1, 2024

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

Exhibit 3.1

THIRD AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
EXPAND ENERGY CORPORATION

The undersigned, Mohit Singh, hereby certifies that:

A. The name of the corporation is Chesapeake Energy Corporation (the *"Corporation"*).

B. He is the duly elected and acting Executive Vice President and Chief Financial Officer.

C. The Corporation was incorporated on November 19, 1996, under the name "Chesapeake Oklahoma Corporation" upon the filing with the Secretary of State of Oklahoma of its original Certificate of Incorporation (the "*Original Certificate of Incorporation"*).

D. The Original Certificate of Incorporation was amended and restated by the Restated Certificate of Incorporation filed with the Secretary of State of Oklahoma on February 26, 2019, with an amendment thereto filed on April 13, 2020 (as amended, the *"Restated Certificate"*).

E. The Second Amended and Restated Certificate of Incorporation (the *"Second Restated Certificate")* was duly adopted in accordance with the provisions of Sections 1077 and 1118(A) of the Oklahoma General Corporation Act (the *"Act")* in accordance with that certain Joint Chapter 11 Plan of Reorganization of Chesapeake Energy Corporation and its debtor affiliates approved by order of the United States Bankruptcy Court for the Southern District of Texas in *In re: Chesapeake Energy Corporation, et al.,* Case No. 20-33233, under Chapter 11 of the United States Bankruptcy Code (the *"Bankruptcy Code")* (11 U.S.C. §§ 101-1330), as amended.

F. This Third Amended and Restated Certificate of Incorporation (the *"Third Restated Certificate*") was duly adopted to effect a name change in accordance with the provisions of Sections 1077 and 1080 of the Oklahoma General Corporation Act (the "*Act*") by resolution of the Board of Directors of the Corporation (the "*Board*").

G. The text of the Second Restated Certificate is hereby amended and restated in its entirety to read as follows:

ARTICLE I
NAME

The name of the Corporation is Expand Energy Corporation.

ARTICLE II
REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office in the State of Oklahoma is 1833 South Morgan Road, Oklahoma City, Oklahoma 73128. The Corporation's registered agent at such address is C T Corporation System.

ARTICLE III
PURPOSES

The nature of the business and the purpose of the Corporation shall be to engage in any lawful act or activity and to pursue any lawful purpose for which a corporation may be formed under the Act. The Corporation is authorized to exercise and enjoy all powers, rights and privileges which corporations organized under the Act may have as in force from time to time, including, without limitation, all powers, rights and privileges necessary or convenient to carry out the purposes of the Corporation.

ARTICLE IV
CAPITAL STOCK

The total number of shares of capital stock which the Corporation shall have authority to issue is 495,000,000 shares consisting of 45,000,000 shares of Preferred Stock, par value $0.01 per share (the "*Preferred Stock*"), and 450,000,000 shares of Common Stock, par value $0.01 per share (the "*Common Stock*"). The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are as follows:

1. *Preferred Stock.* The Preferred Stock may be issued from time to time in one or more series. All shares of Preferred Stock shall be of equal rank and, shall be identical, except in respect of the matters that may be fixed and determined by the Board of Directors as hereinafter provided by resolution or resolutions from time to time for the issuance of shares of Preferred Stock in one or more, series, and each share of each series shall be identical with all other shares of such series, except as to the date from which dividends are cumulative. The Board of Directors hereby is authorized, without any action or vote by the Corporation's shareholders (except as may otherwise be provided by the terms of any class or series of Preferred Stock then outstanding) to cause such shares to be issued in one or more series and with respect *to* each such series prior to the issuance thereof to fix and determine the designation, powers, preferences and relative, participating, optional or other special rights of the shares of each such series and the qualifications, limitations or restrictions, if any, thereof, by filing one or more certificates pursuant to the Act (hereinafter, referred to as a *"Certificate of Designation"*), and to increase or decrease the number of shares of any such series to the extent permitted by the Act and the Certificate of Designation (but not below the number of shares then outstanding).

The authority of the Board of Directors with respect to each series shall include, but not be limited to, determination of the following:

a. The number of shares constituting a series, the distinctive designation of a series, which may be made by distinguishing the number, letter or title of such series, and the price or other consideration for which shares of the series shall be issued and, if deemed desirable, the stated value or other valuation of the series, if different from the par value;

b. Whether the shares of a series are entitled to any fixed or determinable dividends, the dividend rate (if any) on the shares and when such dividends shall be payable, whether the dividends shall be paid in cash, stock or otherwise, whether the dividends are cumulative (and, if so, from which date or dates for each such series) and the relative rights of priority, the preference or relation of dividends on shares of that series;

c. Whether a series has voting rights in addition to the voting rights provided by law and the terms and conditions of such voting rights, whether with respect to the election of directors or otherwise;

d. Whether a series will have or receive conversion or exchange privileges and the terms and conditions of such conversion or exchange privileges, including whether the shares of the series shall be convertible into or exchangeable for shares of any other class or series of capital stock, or any other security, of the Corporation or any other corporation and, if so, the specification of such other class or series or such other security, the conversion or exchange price or prices or rate or rates, any adjustments thereof, the date or dates at which such shares shall be convertible or exchangeable and all other terms and conditions upon which such conversion or exchange may be made;

e. Whether or not the shares of a series are redeemable and the terms and conditions of such redemption, including, without limitation, the manner of selecting shares for redemption if less than all shares are to be redeemed, the date or dates on or after which the shares in the series will be redeemable and the amount payable in case of redemption;

f. Whether a series will have a sinking fund for the redemption or purchase of the shares in the series and the terms and the amount of such sinking fund;

g. The right of a series to the benefit of conditions and restrictions on the creation of indebtedness of the Corporation or any subsidiary; on the issuance of any additional capital stock (including additional shares of such series or any other series), on the payment of dividends or the making of other distributions on any outstanding stock of the Corporation and the purchase, redemption or other acquisition by the Corporation, or any subsidiary, of any outstanding stock of the Corporation;

h. The rights of a series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation and the relative rights of priority of payment of a series; and

i. Any other relative, participating, optional or other special rights, qualifications, limitations or restrictions of such series.

Dividends on outstanding shares of Preferred Stock shall be paid or set apart for payment before any dividends shall be paid or declared or set apart for payment on the shares of Common Stock with respect to the same dividend period.

If upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation the assets available for distribution to holders of shares of Preferred Stock of all series shall be insufficient to pay such holders the full preferential amount to which they are entitled, then such assets shall be distributed ratably among the shares of all series in accordance with the respective preferential amounts (including unpaid cumulative dividends, if any) payable: with respect thereto.

2. *Common Stock.* The Common Stock shall be subject to the express terms of the Preferred Stock and any series thereof. Each share of Common Stock shall be equal to every other share of Common Stock. The holders of shares of Common Stock shall be entitled to one vote for each share of such stock held by such holder in his or her name on the books of the Corporation upon all matters presented to the shareholders. Shares of Common Stock authorized hereby shall not be subject to preemptive rights. The holders of shares of Common Stock now or hereafter outstanding shall not have any preferential, preemptive or other right to subscribe for or to purchase from the Corporation any stock of the Corporation of any class whether or not now authorized, or to purchase any bonds, evidence of indebtedness, debentures, notes, obligations or other securities which the Corporation may at any time issue, whether or not the same shall be convertible into stock of the Corporation of any class or shall entitle the owner or holder to purchase stock of the Corporation of any class.

Subject to the preferential and other dividend rights applicable to the Preferred Stock, the holders of shares of Common Stock shall be entitled to receive such dividends (payable in cash, stock or otherwise) *as* may be declared on the Common Stock by the Board of Directors at any time or from time to time out of any funds legally available therefor, and any dividend or distribution on Common Stock shall be payable on shares of Common Stock ratably.

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the· Corporation, after distribution in full of the preferential and/or other amounts, if any, to be distributed to the holders of shares of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive all of the remaining assets of the Corporation available for distribution to its shareholders, ratably in proportion to the number of shares of Common Stock held by them. A liquidation, dissolution, or winding-up of the Corporation, *as* such terms are used in this paragraph, shall not be deemed to be occasioned by or to include any consolidation ·or merger of the Corporation with or into any other corporation or corporations or other entity or a sale, lease, exchange, or conveyance of all or a part of the assets of the Corporation.

3. *Non-Voting Equity.* The Corporation shall not issue nonvoting equity securities to the extent prohibited by Section 1123(a)(6) of the Bankruptcy Code; *provided,* however, that the foregoing restriction shall (a) have no further force and effect beyond that required under Section 1123(a)(6) of the Bankruptcy Code, (b) only have such force and effect for so long as Section 1123(a)(6) of the Bankruptcy Code is in effect and applicable to the Corporation and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect.

4. *Hart Scott-Rodino Act.* Notwithstanding any provision herein to the contrary, in connection with any acquisition of the Common Stock (and/or any other voting securities of the Corporation) as to which the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "*HSR Act"*), would, but for this paragraph, be applicable, any person or entity (as defined under the HSR Act) acquiring the Common Stock (and/or other voting securities of the Corporation) shall have no right to vote such Common Stock or voting securities with respect to the election of directors until such person or entity has complied with the filing and waiting period requirements of the HSR Act; provided that the person or entity acquiring such Common Stock or voting securities shall be entitled to vote on all other matter submitted to a vote of the shareholders of the Corporation.

5. The number of authorized shares of any class or classes of capital stock of the Corporation may be increased or decreased, but not below the number of shares thereof then outstanding, by the affirmative vote of the holders of a majority of the capital stock of the Corporation entitled to vote irrespective of the provisions of Section 1077(B)(2) of the Act.

ARTICLE V
LIMITATION OF DIRECTOR LIABILITY

A director of the Corporation shall not be personally liable to the Corporation or its shareholders for damages for breach of fiduciary duty as a director, except for personal liability for: (a) acts or omissions by such director not in good faith or which involve intentional misconduct or a knowing violation of law; (b) the payment of dividends or the redemption or purchase of stock in violation of Section 1053 of the Act; (c) any breach of such director's duty of loyalty to the Corporation or its shareholders; or (d) any transaction from which such director derived an improper personal benefit. If the Act is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Act. Any repeal or modification of this Article V by the shareholders of the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VI
BOARD OF DIRECTORS

l. *Management by Board of Directors.* The business and affairs of the Corporation shall be under the direction of the Board of Directors.

2. *Number of Directors.* Subject to the addition of any directors elected by a class of Preferred Stock as provided in Section 3 of this Article VI, the number of directors which shall constitute the whole Board of Directors shall be determined by resolution adopted by a vote of a majority of the entire Board of Directors, or at an annual or special meeting of shareholders by the affirmative vote of at least a majority of the outstanding stock entitled to vote. No reduction in number shall have the effect of removing any director prior to the expiration of his term.

3. *Election of Directors by Shareholders; Vacancies.* All directors of the Corporation shall be elected annually. Each director shall hold office for a term ending at the next succeeding annual meeting until his or her successor shall be duly elected and qualified, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Newly created directorships resulting from an increase in the authorized number of directors, or any other vacancy on the Board of Directors, however resulting, may be filled by a majority of the directors then in office, even if less than a quorum, by a sole remaining director or by the shareholders in accordance with this Certificate of Incorporation, any Certificate of Designation, the Bylaws of the Corporation (the "*Bylaws*") and the Act. Any director elected or appointed to fill a vacancy shall hold office for a term to expire at the next annual meeting of shareholders following such director's election or appointment. No reduction of the number of directorships shall remove or shorten the term of any director in office. No election of directors need be by written ballot. Cumulative voting for the election of directors is not permitted.

Notwithstanding the foregoing, whenever the holders of any one or more classes or series of Preferred Stock issued by the Corporation shall have the right, voting separately by class or series, to elect directors at an annual or special meeting of shareholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of the Certificate of Designation attributable to such Preferred Stock or the resolution or resolutions adopted by the Board of Directors pursuant to Section 2 of this Article VI applicable thereto. Advance notice of shareholder nominations for the election of directors and of business to be brought by shareholders before any meeting of the shareholders of the Corporation shall be given in the manner provided in the Bylaws.

Unless otherwise required by law, special meetings of the shareholders may be called only by the Chairman of the Board of Directors, the Chief Executive Officer or the President or by the Board of Directors acting pursuant to a resolution adopted by a majority of the Board of Directors, or by the Secretary at the written request or requests of the holders of record of at least 35% of the voting power of the Corporation's then outstanding capital stock entitled to vote at the time of such written request pursuant to the procedures set forth in the Bylaws. At a special meeting of the shareholders, no business shall be transacted, and no corporate action shall be taken other than as stated in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors. If requested by a requisite percentage of the holders of the Corporation's capital stock to be included at a special meeting of the shareholders, the business to be transacted at such meeting will include the nomination and election of directors, subject to the procedures set forth in the Bylaws.

4. *Qualifications.* A Director need not be a shareholder of the Corporation or a resident of the State of Oklahoma.

ARTICLE VII
INDEMNIFICATION

1. *General.* The Corporation shall indemnify, to the fullest extent permitted by the laws of the State of Oklahoma from time to time in effect, each director and officer of the Corporation, and may indemnify each employee and agent of the Corporation, and all other persons whom the Corporation is authorized to indemnify under the provisions of the Act and in accordance with the Bylaws. The right to indemnification conferred in this Article VII shall also include the right to be paid by the Corporation the expenses incurred in connection with any such proceeding in advance of its final disposition to the fullest extent authorized by the laws of the state of Oklahoma from time to time in effect. The right to indemnification conferred by this Article VII shall be a contract right. The Corporation may, by action of its Board of Directors, provide indemnification to such of the employees and agents of the Corporation to such extent and to such effect as the Board of Directors shall determine to be appropriate and authorized by the Act.

2. *Insurance.* The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or *is* or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the Act.

3. *Nonexclusivity of Rights*. The rights and authority conferred in this Article VII shall not be exclusive of any other right that any person may otherwise have or hereafter acquire.

4. *Preservation of Rights.* Neither the amendment nor repeal of this Article VII, nor the adoption of any provision of this Certificate of Incorporation or the Bylaws, nor, to the fullest extent permitted by the Act, any modification of law, shall adversely affect any right or protection of any person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed).

ARTICLE VIII
FORUM SELECTION

1. *Exclusive Forum.*

(a) Unless the Corporation consents in writing to the selection of an alternative forum, the state courts located within the State of Oklahoma (or, if no such state court has jurisdiction, the United States District Court for the Western District of Oklahoma) shall be the sole and exclusive forum for: (i) any derivative action or proceeding brought on behalf of the Corporation; (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director or officer or other employee of the Corporation to the Corporation or the Corporation's shareholders; (iii) any action asserting a claim against the Corporation or any current or former director or officer or other employee of the Corporation arising pursuant to any provision of the Act or this Certificate of Incorporation or the Bylaws (as either may be amended from time to time); or (iv) any action asserting a claim related to or involving the Corporation that is governed by the internal affairs doctrine. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended.

(b) To the fullest extent permitted by applicable law, any person or entity purchasing or otherwise acquiring or holding any interest in any security of the Corporation shall be deemed to have notice of and consented to this Article VIII.

ARTICLE IX
AMENDMENT TO CERTIFICATE OF INCORPORATION

The Corporation shall have the right, subject to any express provisions or restrictions contained in this Certificate of Incorporation or the Bylaws, from time to time, to amend this Certificate of Incorporation or any provision hereof in any manner now or hereafter provided by law; and all rights and powers of any kind conferred upon a director or shareholder of the Corporation by this Certificate of Incorporation or any amendment hereof are subject to such right of the Corporation; *provided, however,* the affirmative vote of the holders of at least sixty percent (60%) of the voting power of all outstanding stock entitled to vote, voting together as a single class, shall be required to amend, repeal, or adopt any provision inconsistent with this Article IX, Article V, Article VI, Article VII, Article VIII, Article X or Article XI of this Certificate of Incorporation; *provided further,* that any amendment that would materially and adversely affect the rights hereunder of any holder of Common Stock in a facially disproportionate manner (relative to other holders of Common Stock) will require the consent of such holder.

ARTICLE X
BYLAWS; CONTROL SHARES ACT; BUSINESS COMBINATIONS;
NO WRITTEN CONSENT; MISCELLANEOUS

1. *Bylaws.* The Bylaws may be adopted, repealed, altered, amended or rescinded by either (a) the Board of Directors or (b) the affirmative vote of the holders of at least a majority of the outstanding stock of the Corporation entitled to vote thereon (a *"Shareholder Adopted Bylaw");* provided, however that Section 5.8. Section 5.9 and Article VII of the Bylaws of may not be amended by the Board or by a Shareholder Adopted Bylaw without the approval of sixty percent (60%) of the voting power of the Corporation's then outstanding capital stock entitled to vote at an election of directors. In addition, any Shareholder Adopted Bylaw that is approved by sixty percent (60%) or more of the voting power of the Corporation's then outstanding capital stock entitled to vote at an election of directors (a *"Supermajority Bylaw"*) may only be amended, altered or repealed by the affirmative vote of holders of at least sixty percent (60%) of the voting power of the Corporation's then outstanding capital stock entitled to vote at an election of directors, and the Board may not adopt any new Bylaw, or amend, alter or repeal any existing Bylaw, if such adoption, amendment, alteration or repeal would be directly contrary to a Supermajority Bylaw.

2. *Control Shares Act.* The Corporation elects not to be governed by the Oklahoma Control Shares Act as codified at Sections 1145 through 1155 of the Act. This election shall be effective on the date of filing this Certificate of Incorporation.

3. *Business Combinations.* The Corporation elects not to be governed by Section 1090.3 of the Act. This election shall be effective on the date of filing this Certificate of Incorporation.

4. *No Action by Written Consent.* Subject to the rights of the holders of any class or series of Preferred Stock then outstanding, as may be set forth in the resolution or resolutions adopted by the Board of Directors pursuant to Article IV hereto for such class *or* series of Preferred Stock, any action required or permitted to be taken at any annual or special meeting of shareholders may be taken only upon the vote of shareholders at an annual or special meeting duly noticed and called in accordance with the Act, this Certificate of Incorporation and the Bylaws and may not be taken by written consent of shareholders without a meeting.

5. *Existence.* The Corporation shall have perpetual existence.

6. *Corporate Books.* The shareholders and the Board of Directors shall have the power to keep the books, documents and papers of the Corporation outside of the State of Oklahoma, except as otherwise required by the laws of the State of Oklahoma. The Board of Directors from time to time shall determine whether and to what extent and at what times and places, and under what conditions and regulations the accounts and books of the Corporation, or any of them, shall be open to the inspection of the shareholders, and no shareholders shall have any right to inspect any account, book or documents of the Corporation except as conferred by statute or as authorized by resolution of the Board of Directors.

ARTICLE XI
CORPORATE OPPORTUNITIES

In anticipation that the Corporation and certain of its non-employee directors (the *"Non-Employee Directors")* may engage in, and are permitted to have, investments or other business relationships, ventures, agreements or arrangements with entities engaged in the same or similar activities or lines of business, and in recognition of (a) the benefits to be derived by the Corporation through the continued service of such Non-Employee Directors and (b) the difficulties attendant to any Non-Employee Director, who desires and endeavors fully to satisfy such Non-Employee Director's fiduciary duties, *in* determining the full scope of such duties in any particular situation, the provisions of this Article XI are set forth to regulate, define and guide the conduct of certain affairs of the Corporation as they may involve such Non-Employee Directors, and the powers, rights, duties and liabilities of the Corporation and its Non-Employee Directors, other directors and officers, and shareholders in connection therewith.

The Corporation's Non-Employee Directors shall not have a duty to refrain from engaging directly or indirectly in the same or similar business activities or lines of business as the Corporation or its affiliates or otherwise competing with the Corporation or its affiliates, and, to the fullest extent permitted by applicable law, Non-Employee Directors of the Corporation shall not be liable to the Corporation or its shareholders for breach of any fiduciary duty by reason of any such activities. The Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity that may be a corporate opportunity for a Non-Employee Director to the fullest extent permitted by applicable law. If a Non-Employee Director acquires knowledge of a potential transaction or matter that may be a corporate opportunity for the Corporation, such Non-Employee Director shall have no duty to . communicate or offer such corporate opportunity to the Corporation and shall not be liable to the Corporation or its shareholders for breach of any fiduciary duty by reason of the fact that such corporate opportunity is not communicated or offered to the Corporation. Notwithstanding the foregoing, (a) the Corporation does not renounce its interest in any corporate opportunity offered to any Non-Employee Director if such opportunity is expressly offered solely to such Non Employee Director in his or her capacity as a director of the Corporation, and this Article XI shall not apply to any such corporate opportunity; and (b) a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity (i) that the Corporation is neither financially or legally able, nor contractually permitted to undertake, (ii) that from its nature, is not in the line of the Corporation's business or is of no practical advantage to the Corporation or (iii) in which the Corporation has no interest or reasonable expectancy.

None of the alteration, amendment, change and repeal of any provision of this Article XI nor the adoption of any provision of this Certificate of Incorporation inconsistent with any provision of this Article XI shall eliminate or reduce the effect of this Article XI in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article XI, would accrue or arise, prior to such alteration, amendment, repeal or adoption.

Any person or entity purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article XI.

[signature page follows]

This Third Amended and Restated Certificate of Incorporation has been duly adopted by the Corporation's Board of Directors, and is executed by the Executive Vice President and Chief Financial Officer of the Corporation effective this October 1, 2024.

CHESAPEAKE ENERGY CORPORATION
an Oklahoma corporation

By: /s/ Mohit Singh
Mohit Singh, Executive Vice President and Chief Financial Officer

Exhibit 3.2

THIRD AMENDED AND RESTATED BYLAWS

OF

EXPAND ENERGY CORPORATION

(an Oklahoma corporation)

(dated October 1, 2024)

TABLE OF CONTENTS

BYLAWS

OF

EXPAND ENERGY CORPORATION

(an Oklahoma corporation)

ARTICLE I
SHAREHOLDERS' MEETINGS

Section 1.1 Place of Meetings. Meetings of shareholders for all purposes may be held at such time and place, either within or without the State of Oklahoma, or by means of remote communication in the manner provided by statute as the board of directors in its sole discretion may determine, as shall be stated in Expand Energy Corporation's (the "Corporation") the notice of the meeting (or any supplement thereto).

Section 1.2 Annual Meeting. The annual meeting of shareholders for the election of directors and the transaction of such other business as may properly come before the meeting in accordance with these Bylaws shall be held at such time, date and place as shall be determined by the board of directors in its sole discretion. The board of directors may postpone, reschedule or cancel any annual meeting of shareholders.

Section 1.3 Special Meetings.

(a) Unless otherwise required by law, special meetings of the shareholders may be called only by the chairman of the board of directors, the chief executive officer or the president or by the board of directors acting pursuant to a resolution adopted by a majority of the board of directors then in office, or by the secretary at the written request or requests (each, a "Special Meeting Request" and, collectively, the "Special Meeting Requests") of holders of record of at least 35% of the voting power of the Corporation's then outstanding capital stock entitled to vote on the matter or matters to be brought before the special meeting of the shareholders (the "Requisite Percentage"). At a special meeting of the shareholders, no business shall be transacted and no corporate action shall be taken other than as stated in the notice of meeting (or any supplement thereto) given by or at the direction of the board of directors.

(b) A Special Meeting Request to the secretary shall be signed and dated by each shareholder of record (or a duly authorized agent of such shareholder) requesting the special meeting of the shareholders (each, a "Requesting Shareholder"), shall comply with this Section 1.3, and shall include (i) a statement of the specific purpose or purposes of the Special Meeting, (ii) the information required by Section 1.11(c)(i) and (iii) if the Special Meeting Request relates to the nomination of persons for election to the board of directors of the Company, the information required by Section 1.11(c)(ii). A special meeting requested by shareholders shall be held on such place, date and at such time as may be fixed by the board of directors in accordance with these Bylaws; provided, that the date of a special meeting of the shareholders shall not be less than thirty (30) days or more than seventy-five (75) days after receipt by the secretary of the Special Meeting Request(s) of the holders of the Requisite Percentage that satisfy the requirements of this Section 1.3.

(c) Notwithstanding the foregoing provisions of this Section 1.3, a special meeting requested by shareholders shall not be held if (i) the Special Meeting Request does not comply with this Section 1.3, (ii) the Special Meeting Request relates to an item of business that is not a proper subject for shareholder action under applicable law or (iii) the board of directors has called or calls for an annual or special meeting of the shareholders to be held within ninety (90) days after the Special Meeting Request is received by the secretary and the business to be conducted at such meeting includes the nomination or election of directors or another identical or substantially similar item of business. The board of directors shall determine in good faith whether the requirements set forth in this Section 1.3(c) have been satisfied and, if satisfied, will include the requested items of business in the Corporation's notice of the meeting, including the election of directors if requested.

(d) In determining whether a special meeting of the shareholders has been requested by the record holders of shares representing in the aggregate at least the Requisite Percentage, multiple Special Meeting Requests delivered to the secretary will be considered together only if (i) each Special Meeting Request identifies substantially the same purpose or purposes of the special meeting and substantially the same matters proposed to be acted on at the special meeting (in each case as determined in good faith by the board of directors) and (ii) such Special Meeting Requests have been dated and delivered to the secretary within twenty (20) days of the earliest dated Special Meeting Request. A Requesting Shareholder may revoke a Special Meeting Request at any time by written revocation delivered to the secretary and if, following such revocation, there are outstanding un-revoked requests from Requesting Shareholders holding less than the Requisite Percentage, the board of directors may, in its discretion, cancel the special meeting of the shareholders. If none of the Requesting Shareholders appears or sends a duly authorized agent to present the business to be presented for consideration that was specified in the Special Meeting Request, the Corporation need not present such business for a vote at such special meeting of the shareholders.

(e) Nominations of persons for election to the board of directors of the Corporation at a special meeting of shareholders may be made by shareholders only (i) in accordance with this Section 1.3 or (ii) if the election of directors is included as business to be brought before a special meeting of the shareholders in the Corporation's notice of meeting, then only by any shareholder of the Corporation who is a shareholder of record at the time of giving of notice provided for in this Section 1.3(a) at the time of the special meeting, who shall be entitled to vote at the meeting and who complies with the procedures set forth in this Section 1.3(e). For nominations to be properly brought by a shareholder before a special meeting of shareholders pursuant to this Section 1.3(e), the shareholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a shareholder's notice shall be delivered to or mailed and received at the principal executive offices of the Corporation (A) not earlier than 120 days prior to the date of the special meeting nor (B) later than the later of 90 days prior to the date of the special meeting or the 10th day following the day on which public announcement of the date of the special meeting was first made.

Section 1.4 Notice of Meetings. Unless otherwise provided in the Oklahoma General Corporation Act (the "Act"), written notice of every meeting of shareholders stating the place, if any, date, hour, the means of remote communications, if any, by which shareholders and proxyholders may be deemed to be present in person and vote at such meeting and, in the case of a special meeting, purposes thereof, shall, except when otherwise required by law, be given personally, by e-mail or other electronic communication or by mail, not less than ten (10) nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote thereat. If mailed, notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to the shareholder at his address as it appears on the records of the Corporation.

Section 1.5 Adjournments. At any meeting at which a quorum of shareholders is present, in person or represented by proxy, the chairman of the meeting or the holders of the majority of the shares of stock present or represented by proxy may adjourn from time to time until its business is completed. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which shareholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting. Otherwise, no notice need be given. Any previously scheduled annual meeting of shareholders may be postponed, and any previously scheduled special meeting of shareholders may be postponed or cancelled, by resolution of the board of directors upon public notice given prior to the time previously scheduled for such meeting of shareholders. The chairman of any meeting of the shareholders may adjourn the meeting from time to time, whether or not there is a quorum present or represented.

Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 1.6 Quorum. Except as otherwise required by the Act, the Corporation's Certificate of Incorporation and any amendments or supplements thereto or certificates of designation (the "Certificate of Incorporation"), or these Bylaws, the presence in person or by proxy of the holders of record of a majority of the shares of stock of the Corporation entitled to vote at a meeting of shareholders shall constitute a quorum for the transaction of business at such meeting. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

Section 1.7 Voting.

(a) Unless otherwise provided by the Certificate of Incorporation, at every meeting of shareholders, each shareholder shall be entitled to one vote, in person or by proxy, for each share of stock having voting power held by such shareholder. Unless otherwise provided by law, no proxy shall be voted on or after three (3) years from its date unless the proxy provides for a longer period. All elections and questions shall be decided by a plurality of the votes cast, in person or by proxy, except as provided in Section 1.7(b) of this Article or otherwise required by law, or any stock exchange requirements or as set forth in the Certificate of Incorporation, these Bylaws or the terms of any series of outstanding preferred stock.

(b) In an uncontested director election, (i) any non-incumbent director nominee standing for election by the shareholders who receives a greater number of votes cast "against" such nominee's election than votes "for" such nominee's election (a "Majority Against Vote") shall not be elected a director; and (ii) any incumbent director nominee standing for election by the shareholders who receives a Majority Against Vote shall, following certification of the shareholder vote by the inspector of elections, promptly comply with the resignation procedures established by the nominating and corporate governance committee and published on the Corporation's corporate website or in a public disclosure.

Section 1.8 List of Shareholders. Unless otherwise provided in the Act, at least ten (10) days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder, and the number of shares registered in the name of each shareholder, shall be prepared by the officer in charge of the stock ledger. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to shareholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time of the meeting and may be inspected by any shareholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any shareholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. The stock ledger shall be the only evidence as to which shareholders are entitled to examine the stock ledger, the list required by this Section or the books of the Corporation, or to vote in person or by proxy at any meeting of shareholders.

Section 1.9 Organization. At each meeting of shareholders, the chairman of the board of directors, if one shall have been elected (or in his or her absence or if one shall not have been elected, the chief executive officer), shall act as chairman of the meeting. The secretary (or in his or her absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting) shall act as secretary of the meeting and keep the minutes thereof.

Section 1.10 Order of Business. The chairman of the meeting shall determine the order of business and the procedure at the meeting, including regulation of the manner of voting and the conduct of discussion.

Section 1.11 Nomination of Directors.

(a) Nominations of persons for election to the board of directors of the Corporation to be held at a meeting of shareholders may be made (i) by or at the direction of the board of directors, (ii) by a shareholder of the Corporation who (A) was a shareholder of record both at the time of giving of the notice provided for in this Section 1.11 and at the time of the annual meeting (including any adjournment or postponement thereof), (B) is entitled to vote at such meeting and (C) meets the requirements of and complies with the procedures set forth in this Section 1.11 as to such nomination, (iii) by an Eligible Shareholder (as defined in Section 1.11(f)), or (iv) pursuant to Section 1.3(e). For the avoidance of doubt, nominations of persons for election to the board of directors of the Corporation to be held at a special meeting of shareholders shall be made pursuant to Section 1.3.

(b) For any director nominations to be properly brought before an annual meeting by a shareholder pursuant to these Bylaws, the shareholder must have given timely notice thereof in writing to the secretary of the Corporation. To be timely, a shareholder's notice (other than a notice submitted in order to include a Shareholder Nominee in the Corporation's proxy materials, as defined and described in Section 1.11(f) below) must be delivered to the principal executive offices of the Corporation not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the first anniversary of the preceding year's annual meeting (for purposes of the Corporation's annual meeting to be held in 2022, such anniversary shall be deemed to be June 1, 2021); provided, however, that in the event that the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the shareholder to be timely must be so delivered not earlier than the close of business on the 120th day prior to the date of such annual meeting and not later than the close of business on the later of the 90th day prior to the date of such annual meeting or, the tenth day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of a shareholder's notice as described above. For the avoidance of doubt, a shareholder shall not be entitled to make additional or substitute nominations following the expiration of the time periods set forth in these Bylaws.

(c) In order to be effective, the shareholder's notice referred to in Section 1.11(b) or Section 1.3(e) shall set forth:

(i) as to the shareholder giving the notice (the "Noticing Shareholder") and the beneficial owner, if any, on whose behalf the nomination is made (collectively with the Noticing Shareholder, the "Holders", and each a "Holder"): (A) the name and address as they appear on the Corporation's books of each Holder and the name and address of any such beneficial owner, if any; (B) the class or series and number of shares of the Corporation which are, directly or indirectly, owned beneficially and of record each Holder and such beneficial owner (provided, however, that for purposes of this Section 1.11(c)(i), any such person shall in all events be deemed to beneficially own an shares of the Corporation as to which such person has a right to acquire beneficial ownership of at any time in the future); (C) any option, warrant, convertible security, stock appreciation right or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived, in whole or in part, from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise, directly or indirectly owned beneficially by each Holder and each beneficial owner and any of their respective affiliates or associates, if any, and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation; (D) a description of all agreements, arrangements and understandings between such Holder and any such beneficial owner, if any, and any other person or persons (including their names) in connection with the nomination (or, in the case of the application of this clause to Section 1.12(c)(ii), other business); (E) a representation that the Holder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to bring such nomination or other business before the meeting; (F) a representation as to whether such Holder or any such beneficial owner intends or is part of a group that intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the voting power of the Corporation's outstanding capital stock required to approve or adopt the proposal or to elect each such nominee (or, in the case of the application of this clause to Section 1.12(c)(ii), approve such other business); and (G) any other information relating to each Holder and any such beneficial owner that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act");

(ii) as to each person whom the Noticing Shareholder proposes to nominate for election or reelection to the board of directors (A) the name, age, business address and residence address of such person, (B) the principal occupation or employment of such person (present and for the past five years), (C) the ownership information specified in Section 1.11(c)(i) for such person and any member of the immediate family of such person, or any affiliate or associate of such person, or any person acting in concert therewith, (D) all information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected), (E) a reasonably detailed description of any compensatory, payment or other financial agreement, arrangement or understanding that such person has with any other person or entity other than the Corporation including the amount of any payment or payments received or receivable thereunder, in each case in connection with candidacy or service as a director of the Corporation (a "Third-Party Compensation Arrangement") and (F) whether such person meets the independence requirements of the stock exchange upon which the Corporation's Common Stock is primarily traded;

(iii) with respect to each nominee for election or reelection to the board of directors, a completed and signed questionnaire, representation and agreement required by Section 1.11(e). The Corporation may also, as a condition to any such nomination or business being deemed properly brought before an annual meeting, require any Holder or any proposed nominee to deliver to the secretary, within five (5) Business Days of any such request, such other information as may be reasonably requested by the Corporation, acting in good faith, including such other information as may be reasonably required by the board of directors to determine (A) the eligibility of such proposed nominee to serve as a director of the Corporation, (B) whether such nominee qualified as an "independent director" or "audit committee financial expert" under applicable law, securities exchange rule or regulation, or any publicly disclosed corporate governance guideline or committee charter of the Corporation and (C) such other information that the board of directors reasonably determines, acting in good faith, would be material to a reasonable shareholder's understanding of independence, or lack thereof, of such nominee; and

(iv) a Noticing Shareholder will use commercially reasonable efforts to update and supplement such notice in writing to the secretary of the Corporation, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 1.11(c) is true and correct in all material respects as of the record date for the meeting. In the case of an update and supplement pursuant to clause (i) of the foregoing sentence, such update and supplement will be received by the secretary of the Corporation at the principal executive office of the Corporation not later than five (5) Business Days after the record date for the meeting, and in the case of an update and supplement pursuant to clause (ii) of the foregoing sentence, such update and supplement will be received by the secretary of the Corporation at the principal executive office of the Corporation not later than two (2) Business Days prior to the date for the meeting, and, in the event of any adjournment or postponement thereof, two (2) Business Days prior to such adjourned or postponed meeting.

(d) Notwithstanding anything in Section 1.11(b) or 1.11(f) of this Article I to the contrary, in the event that the number of directors to be elected to the board of directors is increased and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased board of directors at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a shareholder's notice required by this Article I shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the secretary of the Corporation at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(e) To be eligible to be a nominee for election or reelection as a director of the Corporation, a person must complete and deliver (in accordance with the time periods prescribed for delivery of notice under this Section 1.11) to the secretary of the Corporation at the principal executive offices of the Corporation: (1) a completed D&O questionnaire containing information regarding the nominee's background and qualifications and such other information as may reasonably be requested by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation (which questionnaire shall be in the same form provided by the Corporation to all director nominees, whether nominated by the shareholders or otherwise, and shall be provided by the secretary of the Corporation upon written request of any shareholder of record identified by name within two (2) Business Days of such request) and (2) a written representation that, unless previously disclosed to the Corporation, the nominee is not and will not become a party to any voting agreement, arrangement or understanding with any person or entity as to how such nominee, if elected as a director, will vote on any issue or that could interfere with such person's ability to comply, if elected as a director, with such director's fiduciary duties under applicable law, (3) a written representation and agreement that, unless previously disclosed to the Corporation pursuant to Section 1.11(c)(ii), the nominee is not and will not become a party to any Third-Party Compensation Arrangement and (4) a written representation that, if elected as a director, such nominee would be in compliance and will continue to comply with the Corporation's publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation and will abide by the requirements of Section 1.7(b), if applicable.

(f) The Corporation shall include in its proxy statement for an annual meeting of shareholders the name of any person nominated for election to the board of directors (the "Shareholder Nominee") by a shareholder or group of shareholders that satisfies the requirements of this Section 1.11(f) (the "Eligible Shareholder"), together with the Required Information (defined below), who expressly elects at the time of providing the notice required by this Section 1.11(f) to have its nominee included in the Corporation's proxy materials pursuant to this Section 1.11(f). Such notice shall consist of a copy of Schedule 14N filed with the Securities and Exchange Commission in accordance with Rule 14a-18 of the Exchange Act and the information required by Section 1.11(c)(i), (ii), and (iii) above, along with any additional information as required to be delivered to the Corporation by this Section 1.11(f) (all such information collectively referred to as the "Notice"), and such Notice shall be delivered to the Corporation in accordance with the procedures and at the times set forth in this Section 1.11(f).

(i) Notwithstanding the procedures set forth in Section 1.11(b), the Notice, to be timely, must be received at the principal executive offices of the Corporation not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, the Notice by the shareholder to be timely must be so delivered not earlier than the close of business on the 120th day prior to the date of such annual meeting and not later than the close of business on the later of the 120th day prior to the date of such annual meeting or, the tenth day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of a shareholder's Notice as described above.

(ii) For purposes of this Section 1.11(f), the "Required Information" that the Corporation will include in its proxy statement consists of (i) the information concerning the Shareholder Nominee and the Eligible Shareholder that is required to be disclosed in a proxy statement of the Corporation by the rules and regulations of the Exchange Act; and (ii) if the Eligible Shareholder so elects, a Statement (defined below).

(iii) The Corporation shall not be required to include, pursuant to this Section 1.11(f), any Shareholder Nominee in its proxy materials for any meeting of shareholders for which the secretary of the Corporation receives a notice that the nominating shareholder has nominated a person for election to the Board of Directors pursuant to the advance notice requirements for Shareholder Nominees for director set forth in Section 1.11(b) of these Bylaws.

(iv) The maximum number of Shareholder Nominees appearing in the Corporation's proxy materials with respect to an annual meeting of shareholders shall not exceed the greater of two (2) and 25% of the number of directors in office as of the last day on which the Notice may be delivered, or if such amount is not a whole number, the closest whole number below (the "Maximum Number"). Shareholder Nominees that were submitted by an Eligible Shareholder for inclusion in proxy materials of the Corporation pursuant to this Section 1.11(f) but either are subsequently withdrawn, or that the Board of Directors itself determines to nominate for election, shall be included in the Maximum Number. In the event that the number of Shareholder Nominees submitted by Eligible Shareholders pursuant to this Section 1.11(f) exceeds this Maximum Number, each Eligible Shareholder will select one Shareholder Nominee for inclusion in the Corporation's proxy materials until the Maximum Number is reached, proceeding in order of the amount of shares of common stock of the Corporation, par value per share $0.01 (the "Common Stock"), (largest to smallest) disclosed as owned by each Eligible Shareholder in the Notice. If the Maximum Number is not reached after each Eligible Shareholder has selected one Shareholder Nominee, this selection process will continue as many times as necessary, following the same order each time, until the Maximum Number is reached.

(v) For purposes of this Section 1.11(f), an Eligible Shareholder shall be deemed to "own" only those outstanding shares of Common Stock as to which the shareholder possesses both (i) the full voting and investment rights pertaining to the shares and (ii) the full economic interest in (including the opportunity for profit and risk of loss on) such shares; provided that the number of shares calculated in accordance with clauses (i) and (ii) shall not include any shares (x) sold by such shareholder or any of its affiliates in any transaction that has not been settled or closed, including short sales, (y) borrowed, for purposes other than a short sale, by such shareholder or any of its affiliates for any purposes or purchased by such shareholder or any of its affiliates pursuant to an agreement to resell, or (z) subject to any option, warrant, forward contract, swap, contract of sale, other Derivative Instrument or similar agreement entered into by such shareholder or any of its affiliates, whether any such instrument or agreement is to be settled with shares or with cash based on the notional amount or value of shares of outstanding Common Stock, in any such case which instrument or agreement has, or is intended to have, the purpose or effect of (1) reducing in any manner, to any extent or at any time in the future, such shareholder's or its affiliates' full right to vote or direct the voting of any such shares, and/or (2) hedging, offsetting or altering to any degree gain or loss arising from the full economic ownership of such shares by such shareholder or affiliate. A shareholder shall "own" shares held in the name of a nominee or other intermediary so long as the shareholder retains the right to instruct how the shares are voted with respect to the election of directors and possesses the full economic interest in the shares. A shareholder's ownership of shares shall be deemed to continue during any period in which the shareholder has delegated any voting power by means of a proxy, power of attorney or other instrument or arrangement which is revocable at any time by the shareholder. The terms "owned," "owning" and other variations of the word "own" shall have correlative meanings. Whether outstanding shares of the Common Stock are "owned" for these purposes shall be determined by the board of directors.

(vi) An Eligible Shareholder must have owned (as defined in Section 1.11(f)(v) above) 3% or more of the Corporation's issued and outstanding Common Stock (the "Required Shares") continuously for at least three (3) years, or in the case of holders of Allowed FLLO Term Loan Facility Claims or Allowed Second Lien Notes Claims receiving Common Stock, in each case as defined and pursuant to that certain Joint Chapter 11 Plan of Reorganization of Chesapeake Energy Corporation and its debtor affiliates approved by order of the United States Bankruptcy Court for the Southern District of Texas in *In re: Chesapeake Energy Corporation, et al.*, Case No. 20-33233, under Chapter 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended, one (1) year (as applicable, the "Requisite Period"), as of both the date the Notice is required to be received by the Corporation in accordance with this Section 1.11(f) and the record date for determining shareholders entitled to vote at the annual meeting, and must continue to hold the Required Shares through the meeting date. Within the time period specified in this Section 1.11(f) for delivery of the Notice, an Eligible Shareholder must provide the following information in writing to the secretary of the Corporation: (i) one or more written statements from the record holder of the shares (and from each intermediary through which the shares are or have been held during the Requisite Period) verifying that, as of a date within three calendar days prior to the date the Notice is received by the Corporation, the Eligible Shareholder owns, and has owned continuously for the Requisite Period, the Required Shares, and the Eligible Shareholder's agreement to provide, within five (5) Business Days after the record date for the annual meeting, written statements from the record holder and intermediaries verifying the Eligible Shareholder's continuous ownership of the Required Shares through the record date, along with a written statement that the Eligible Shareholder will continue to hold the Required Shares through the meeting date; (ii) the information required to be set forth in the Notice, together with the written consent of each Shareholder Nominee to being named in the proxy statement as a nominee and to serving as a director if elected; (iii) a representation that the Eligible Shareholder (A) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control of the Corporation, and neither the Eligible Shareholder nor any Shareholder Nominee presently has such intent, (B) has not nominated and will not nominate for election to the board of directors at the annual meeting any person other than the Shareholder Nominee(s) being nominated pursuant to this Section 1.11(f), (C) has not engaged and will not engage in, and has not and will not be a "participant" in another person's "solicitation" within the meaning of Rule 14a-1 (l) under the Exchange Act in support of the election of any individual as a director at the annual meeting other than its Shareholder Nominee or a nominee of the board of directors, and (D) will not distribute to any shareholder any form of proxy for the annual meeting other than the form distributed by the Corporation; and (iv) an undertaking that the Eligible Shareholder agrees to (A) assume all liability stemming from any legal or regulatory violation arising out of the Eligible Shareholder's communications with the shareholders of the Corporation or out of the information that the Eligible Shareholder provided to the Corporation, (B) comply with all other laws and regulations applicable to any solicitation in connection with the annual meeting, and (C) provide to the Corporation prior to the election of directors such additional information as reasonably requested with respect thereto. The inspector of election shall not give effect to the Eligible Shareholder's votes with respect to the election of directors if the Eligible Shareholder does not comply with each of the representations set forth in clause (iii) above.

(vii) The Eligible Shareholder may provide to the secretary of the Corporation, at the time the information required by this Section 1.11(f) is provided, a written statement for inclusion in the proxy statement for the Corporation's annual meeting, not to exceed five hundred (500) words, in support of the Shareholder Nominee's candidacy (the "Statement"). Notwithstanding anything to the contrary contained in this Section 1.11(f), the Corporation may omit from its proxy materials any information or Statement that it, in good faith, believes is materially false or misleading, omits to state any material fact, or would violate any applicable law or regulation.

(viii) Within the time period specified in this Section 1.11(f) for providing Notice, a Shareholder Nominee must deliver to the secretary of the Corporation the written questionnaire described in Section 1.11(e) above, along with representations and agreements described in Section 1.11(e) above. The Corporation may request such additional information as necessary to permit the board of directors to determine if each Shareholder Nominee is independent under the listing standards of the principal U.S. exchange upon which the Common Stock is listed, any applicable rules of the Securities and Exchange Commission and any publicly disclosed standards used by the board of directors in determining and disclosing the independence of its directors. If the board of directors determines in good faith that the Shareholder Nominee is not independent under any of these standards, the Shareholder Nominee will not be eligible for inclusion in the Corporation's proxy materials.

(ix) Any Shareholder Nominee who is included in the Corporation's proxy materials for a particular annual meeting of shareholders but either (i) withdraws from or becomes ineligible or unavailable for election at the annual meeting, or (ii) does not receive at least 25% of the votes cast in favor of the election of such Shareholder Nominee, will be ineligible to be a Shareholder Nominee pursuant to this Section 1.11(e) for the next two annual meetings of the Corporation.

(g) The chairman of the meeting, acting in good faith, shall reasonably determine, based on the facts, whether a nomination proposed to be brought before the meeting was made in accordance with the procedures of this Section 1.11 or Section 1.3 and, if any proposed nomination is not in compliance with this Section 1.11 or Section 1.3, as the case may be, to declare that such defective nomination shall be disregarded.

(h) For purposes of this Section 1.11 and Section 1.12, as applicable,

(i) "Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in Oklahoma City, Oklahoma or New York, New York are authorized or obligated by law or executive order to close.

(ii) "close of business" shall mean 5:00 p.m. local time at the principal executive offices of the Corporation, and if applicable deadline falls on the close of business on a day that is not a Business Day, then the applicable deadline shall be deemed to be the close of business on the immediately preceding Business Day.

(iii) Delivery of any notice or materials by a shareholder shall be made by both (1) hand delivery, overnight courier service, or by certified or registered mail, return receipt required, in each case, to the secretary at the principal executive offices of the Corporation, and (2) electronic mail to the secretary at the email address for the secretary as specified in the Corporation's proxy statement for the annual meeting of shareholders immediately preceding such delivery of notice or materials.

(iv) "public announcement" shall mean any method (or combination of methods) of disclosure that is reasonably designed to provide broad, non-exclusionary distribution of information to the public or the furnishing or filing of any document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14, 15(d) or the Exchange Act and the rules and regulations promulgated thereunder.

Section 1.12 Notice of Other Business; Shareholder Proposals.

(a) At any annual meeting of the shareholders, only such business (other than the nomination of directors, which shall be governed by Section 1.11 of this Article I) shall be conducted as shall have been brought before the meeting (i) by or at the direction of the board of directors or (ii) by any shareholder of the Corporation who (A) was a shareholder of record at the time of giving of the notice provided for in this Section 1.12 and at the time of the annual meeting (including any adjournment or postponement thereof), (B) is entitled to vote at such meeting and (C) complies with the procedures set forth below as to the presentation of business at the meeting. For the avoidance of doubt and subject to Section 1.3, clause (ii) of this Section 1.12(a) shall be the exclusive means for a shareholder to present business (other than director nominations, which shall be governed by Section 1.11 of this Article I) before an annual meeting of shareholders.

(b) For business other than the nomination of persons to be elected as directors to be properly brought before an annual meeting by a Noticing Shareholder, the Noticing Shareholder must have given timely notice thereof in writing to the secretary of the Corporation. To be timely, a Noticing Shareholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the Noticing Shareholder to be timely must be so delivered not earlier than the close of business on the 120th day prior to the date of such annual meeting and not later than the close of business on the later of the 90th day prior to the date of such annual meeting or, the tenth day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of a Noticing Shareholder's notice as described above.

(c) In order to be effective the Noticing Shareholder's notice shall set forth:

(i) as to the Noticing Shareholder and the beneficial owner, if any, on whose behalf the business is to be brought before the meeting, the information set forth above; and

(ii) as to each matter the Noticing Shareholder purposes to bring before the meeting: (A) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting (which, if the proposal is for any alteration, amendment, rescission or repeal of the Certificate of Incorporation of these Bylaws, shall include the text of the resolution which will be proposed to implement the same); (B) the reasons for conducting such business at the annual meeting; (C) all information required to be provided by a Noticing Shareholder pursuant to Section 1.11(c)(i); and (D) an undertaking by such Noticing Shareholder to update the information required pursuant to this paragraph as of the record date for the meeting promptly following the later of the record date for the meeting or the date notice of the record date is first publicly disclosed.

(d) If the chairman of the meeting, acting in good faith, shall reasonably determine, based on the facts, that business was not properly brought before the meeting in accordance with the procedures set forth in this Section 1.12, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

(e) Notwithstanding the foregoing provisions of this Section 1.12, a shareholder shall also comply with all applicable requirements of the Exchange Act with respect to the matters set forth in this Section 1.12. Nothing in these Bylaws shall be deemed to affect any rights of shareholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

Section 1.13 Action by Remote Communication. If authorized by the board of directors in its sole discretion, and subject to such guidelines and procedures as the board of directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communication: (i) participate in a meeting of shareholders and (ii) be deemed present in person and vote at a meeting of shareholders, whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (A) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder, (B) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings and (C) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 1.14 Inspectors of Elections. The Corporation shall, in advance of any meeting of shareholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of shareholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of the inspector's ability. The inspectors shall ascertain the number of shares outstanding and the voting power of each, determine the number of shares represented at a meeting and the validity of proxies and ballots, count all votes and ballots, determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of the duties of the inspectors.

Section 1.15 Fixing Date for Determination of Shareholders of Record. In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meetings, nor more than sixty (60) days prior to any other action. A determination of shareholders of record entitled to notice of and to vote at a meeting of shareholders shall apply to any adjournment or postponement of the meeting; provided, however, that the board may fix a new record date for the adjourned or postponed meeting.

Section 1.16 Conduct of Shareholders' Meetings. The board of directors may adopt by resolution such rules and regulations for the conduct of any meeting of the shareholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the board of directors, the chairman of any meeting of the shareholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the board of directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (c) rules and procedures for maintaining order at the meeting and the safety of those present; (d) limitations on attendance at or participation in the meeting to shareholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (e) restrictions on entry to the meeting after the time fixed for the commencement thereof; (f) limitations on the time allotted to questions or comments by participants; (g) limitations on the time allotted to questions or comments by participants; and (h) restrictions on the use of cell phones, audio or video recording devices and similar devices at the meeting. The chairman of the meeting's rulings on procedural matters shall be final. Unless and to the extent determined by the board or the chairman of the meeting, meetings of shareholders shall not be required to be held in accordance with the rules of parliamentary procedure.

ARTICLE II
DIRECTORS

Section 2.1 Powers. The business and affairs of the Corporation shall be managed by or under the direction of its board of directors, except as otherwise provided in the Act or the Certificate of Incorporation.

Section 2.2 Number; Election. Subject to the addition of any directors elected by a class of preferred stock as provided in the Certificate of Incorporation, the number of directors which shall constitute the whole board of directors shall not be less than three (3) nor more than eleven (11), and shall be determined by resolution adopted by a vote of a majority of the entire board of directors then in office, or at an annual or special meeting of shareholders by the affirmative vote of at least a majority of the outstanding stock entitled to vote. No reduction in number shall have the effect of removing any director prior to the expiration of his term.

No person may stand for election to, or be elected to, the board of directors or be appointed by the directors to fill a vacancy on the board of directors who shall have made, or be making, improper or unlawful use of the Corporation's confidential information.

All elections of directors shall be by written ballot unless otherwise provided in the Certificate of Incorporation. However, if authorized by the board of directors in its sole discretion, the ballot may be submitted by electronic transmission, provided that any such electronic transmission must either set forth, or be submitted with, information from which it can be determined that the electronic transmission was authorized by the shareholder or proxyholder.

Section 2.3 Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual meeting of shareholders and until his or her successor is duly elected and qualified, or until his or her earlier resignation or removal.

Section 2.4 Place of Meetings. Board of directors meetings may be held at such places (if any), within or without the State of Oklahoma, as the board of directors may, from time to time, determine or as may be specified in the call of any meetings.

Section 2.5 Regular Meetings. The annual meeting of the board shall be held without call or notice as soon as practicable after and at the same general place as the annual meeting of the shareholders, for the purpose of electing officers and transacting any other business that may properly come before the meeting. Additional regular meetings of the board may be held without call or notice at such place and at such time as shall be fixed by resolution of the board but in the absence of such resolution shall be held upon call by the chairman of the board, the chief executive officer or the president or a majority of the directors then in office by providing the notice required by Section 2.6 of this Article II.

Section 2.6 Special Meetings. Special meetings of the board may be called by the chairman of the board, the chief executive officer or the president or by a majority of the directors then in office. Notice of special meetings to each director shall be (a) delivered personally by hand, by courier or by telephone; (b) sent by United States first-class mail, postage prepaid; (c) sent by facsimile; or (d) sent by electronic mail or any other form of electronic communication, directed to each director at that director's address, telephone number, facsimile number or electronic mail address, as the case may be, as shown on the Corporation's records. If the notice is delivered by telephone, it shall be communicated at least twelve (12) hours before the time of the holding of the meeting to each director individually or, as applicable, to any person designated by a director to receive such notice. If the notice is (x) delivered personally by hand or by courier, (y) sent by facsimile or (z) sent by electronic mail or any other form of electronic communication, it shall be delivered or sent at least twelve (12) hours before the time of the holding of the meeting. If the notice is sent by United States mail, it shall be deposited in the United States mail at least three (3) days before the time of the holding of the meeting.

Such notice shall include the time and place of such meeting, but need not, unless otherwise required by law, state the purposes of the meeting. A majority of the directors present at any meeting may adjourn the meeting from time to time without notice other than announcement at the meeting.

Section 2.7 Quorum. A majority of the total number of directors, excluding any vacancies, shall constitute a quorum for the transaction of business at any meeting of the board. If at any meeting a quorum is not present, a majority of the directors present may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum is present. The act of a majority of directors present in person at a meeting at which a quorum is present shall be the act of the board of directors.

Section 2.8 Presence at Meeting. The board of directors or any committee of the board of directors may hold meetings by means of conference telephone, video conferencing, web-casting or other telecommunications equipment that enable all persons participating in the meeting to hear and speak to each other. Such participation shall be deemed presence in person at such meeting.

Section 2.9 Action Without Meeting. Any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board or such committee, as the case may be, consent thereto in writing or by electronic transmission, and such writing or electronic transmission is filed with the minutes of the proceedings of the board or such committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 2.10 Committees of the Board. The board of directors may, by resolution passed by a majority of the directors then in office, designate one or more committees, each such committee to consist of one or more of the directors of the Corporation and shall have such name or names as may be determined from time to time by resolution adopted by the board. The board may designate one or more directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the Corporation, and generally perform such duties and exercise such powers as may be directed or delegated by the board of directors from time to time and, furthermore, may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution(s) providing for the issuance of shares of stock adopted by the board of directors as provided in Section 1032(A) of the Act, fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for shares of any other class or classes or any other series of the same or any other class or classes or stock of the Corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series), adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the shareholders a dissolution of the Corporation or a revocation of a dissolution, or amending the bylaws of the Corporation; and unless the resolution of the board of directors, the Certificate of Incorporation or these Bylaws expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock or to adopt a certificate of ownership and merger pursuant to the Act. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the board to act at the meeting in the place of such absent or disqualified member.

Each such committee shall keep regular minutes of its proceedings and report the same to the board of directors as and when required.

Section 2.11 Compensation. Each director shall be reimbursed for reasonable expenses incurred in attending any meeting of the board or of any committee of which such director shall be a member. The board may, by resolution, allow reasonable fees to some or all of the directors for attendance at any board or committee meeting. No such payment shall preclude any directors from serving the Corporation in any other capacity and receiving compensation therefor.

Section 2.12 Emergency Management Committee. If as a result of a catastrophe or other emergency condition a quorum of any committee of the board of directors having power to act in the premises cannot readily be convened and a quorum of the board of directors cannot readily be convened, then all the powers and duties of the board of directors shall automatically vest and continue, until a quorum of the board of directors can be convened, in the Emergency Management Committee, which shall consist of all readily available members of the board of directors and two of whose members shall constitute a quorum. The Emergency Management Committee shall call a meeting of the board of directors as soon as circumstances permit for the purpose of filling any vacancies on the board of directors and its committees and taking such other action as may be appropriate.

Section 2.13 Resignation. Any director may resign at any time upon notice given in writing or by electronic transmission to the board of directors or to the secretary of the Corporation. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 2.14 Removal. Any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

Section 2.15 Preferred Directors. Notwithstanding anything else contained herein, whenever the holders of one or more classes or series of preferred stock shall have the right, voting separately as a class or series, to elect directors, the nomination, election, term of office, filling of vacancies, removal and other features of such directorships shall be governed by the terms of the certificate of designation for such classes or series.

Section 2.16 Reliance on Accounts and Reports. A director, or a member of any committee designated by the board of directors, shall, in the performance of his or her duties, be fully protected in relying in good faith upon the records of the Corporation and upon information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees designated by the board of directors, or by any other person as to the matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 2.17 Ratification. Any transaction questioned in any shareholders' derivative proceeding on the ground of lack of authority, defective or irregular execution, adverse interest of director, officer or shareholder, non-disclosure, miscomputation, or the application of improper principles or practices of accounting may be ratified before or after judgment, by the board of directors (excluding any director who is a party to such proceeding) or by the shareholders if less than a quorum of directors is qualified; and, if so ratified, shall have the same force and effect as if the questioned transaction had been originally duly authorized, and said ratification shall be binding upon the Corporation and its shareholders and shall constitute a bar to any claim or execution of any judgment in respect of such questioned transaction.

Section 2.18 Interested Directors or Officers. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other Corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, solely because the director or officer is present at or participates in the meeting of the board of directors or committee thereof which authorizes the contract or transaction or solely because the director's or officer's vote is counted for such purpose if: (a) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee, and the board of directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the Disinterested Directors (as herein defined), even though the Disinterested Directors be less than a quorum; (b) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders; or (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the board of directors, a committee thereof or the shareholders. Interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes the contract or transaction.

ARTICLE III
OFFICERS AND EMPLOYEES

Section 3.1 Election. The board shall elect annually such officers as may be necessary to enable the Corporation to sign instruments and stock certificates which comply with the Act. Such officers may include a chairman of the board, chief executive officer, a president, one or more vice presidents (who may be designated by different classes), a secretary, a treasurer and other officers. No officer need be a director. Two or more offices may be held by the same person.

Section 3.2 Term, Removal and Vacancies. All officers shall serve at the pleasure of the board. Any officer elected or appointed by the board may be removed at any time by the board whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. A vacancy in any office shall be filled by the board of directors.

Section 3.3 Chairman of the Board. The chairman of the board, if one has been elected, shall preside at all meetings of the board, shareholders and committees of which he or she is a member. He or she shall have such powers and perform such duties as may be authorized by the board of directors.

Section 3.4 Chief Executive Officer. If the board of directors has elected a chairman of the board, it may designate the chairman of the board as the chief executive officer of the Corporation. If no chairman of the board has been elected, or in his or her absence or inability to act, or if no such designation has been made by the board of directors, the board of directors shall elect a chief executive officer of the Corporation. The chief executive officer shall (i) have the overall supervision of the business of the Corporation and shall direct the affairs and policies of the Corporation, subject to any directions which may be given by the board of directors, (ii) have authority to designate the duties and powers of officers and delegate special powers and duties to specified officers, so long as such designations shall not be inconsistent with the laws of the State of Oklahoma, these Bylaws or action of the board of directors, and (iii) in general have all other powers and shall perform all other duties incident to the chief executive officer of a Corporation and such other powers and duties as may be prescribed by the board of directors from time to time.

Section 3.5 President. If the board of directors has not designated the chairman of the board as the chief executive officer of the Corporation or otherwise elected a chief executive officer, then the president shall be the chief executive officer of the Corporation with the powers and duties provided in Section 3.4 of this Article III. If the board of directors has designated the chairman of the board as the chief executive officer of the Corporation or if the board of directors has elected a chief executive officer who is not also the president, the president shall serve as chief operating officer and be subject to the control of the board of directors and the chief executive officer. In any event, the president shall have the power to execute, and shall execute, bonds, deeds, mortgages, extensions, agreements, modification of mortgage agreements, leases and contracts or other instruments of the Corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors, the chief executive officer or by the president to some other officer or agent of the Corporation. The president, in general, shall have all other powers and shall perform all other duties as may be prescribed by the board of directors from time to time.

Section 3.6 Vice Presidents. A vice president shall perform such duties as may from time to time be assigned to him or her by the board, the chief executive officer or the president. If no president has been elected, or in the absence or inability to act of the president, the vice president (or if there is more than one vice president, in the order designated by the board and, absent such designation, in the order of their first election to that office) shall perform the duties and discharge the responsibilities of the president.

Section 3.7 Secretary. The secretary shall be the keeper of the corporate seal and records, and shall give notice of, attend and record minutes of meetings of shareholders and directors. He or she shall see that the seal is affixed to all documents on which the seal is required by law to be affixed, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws. He or she shall, in general, perform all duties incident to the office of secretary and such other duties as may be assigned to him or her by the board or by the president. The assistant secretaries, if any, shall have such duties as shall be delegated to them by the secretary and, in the absence of the secretary, the senior of them present shall discharge the duties of the secretary.

Section 3.8 Treasurer. The treasurer shall be responsible for (i) the custody and safekeeping of all of the funds and securities of the Corporation, (ii) the receipt and deposit of all monies paid to the Corporation, (iii) where necessary or appropriate, the endorsement for collection on behalf of the Corporation of all checks, drafts, notes and other obligations payable to the Corporation, (iv) the disbursement of funds of the Corporation under such rules as the board may from time to time adopt, (v) maintaining the general books of account of the Corporation and (vi) the performance of such further duties as are incident to the office of treasurer or as may be assigned to him or her by the board or by the president. The assistant treasurers, if any, shall have such duties as shall be delegated to them by the treasurer, and in the absence of the treasurer, the senior one of them present shall discharge the duties of the treasurer.

Section 3.9 Divisional Officers. The board or the chief executive officer may from time to time appoint officers of various divisions of the Corporation. Divisional officers shall not by virtue of such appointment become officers of the Corporation. Subject to the direction of the chief executive officer of the Corporation, the president of a division shall have general charge, control and supervision of all the business operations of his or her division, and the other divisional officers shall have such duties and authority as may be prescribed by the president of the division.

Section 3.10 Officer Compensation. The compensation of all officers of the Corporation shall be fixed by the board of directors or a committee thereof.

ARTICLE IV
STOCK CERTIFICATES AND TRANSFER BOOKS

Section 4.1 Certificates. The shares of the Corporation shall be represented by certificates, provided that the board of directors of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Notwithstanding the adoption of any such resolution, shares represented by a certificate shall not become uncertificated shares until such certificate is surrendered to the Corporation. Any certificates representing shares of stock shall be in such form as the board shall from time to time approve, signed by, or in the name of, the Corporation by (i) the chairman of the board, if any, the president or any vice president and (ii) the treasurer, or assistant treasurer, or the secretary or an assistant secretary, certifying the number of shares owned by the shareholder in the Corporation. During the time in which the Corporation is authorized to issue more than one class of stock or more than one series of any class, there shall be set forth on the face or back of each certificate issued a statement that the Corporation will furnish without charge to each shareholder who so requests, the designations, preferences and relative, participating, option or other special rights of each class of stock or series thereof of the Corporation and the qualifications, limitations or restrictions of such preferences and/or rights.

The signatures of any of the officers on a certificate may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer at the date of issue.

Within a reasonable time after the issuance or transfer of uncertificated stock, the Corporation shall send to the registered owner thereof a written notice that shall set forth the name of the Corporation, the name of the shareholder, the number and class (and the designation of the series, if any) of the shares represented, and any restrictions on the transfer or registration of such shares imposed by the Certificate of Incorporation, these Bylaws, any agreement among shareholders or any agreement between shareholders and the Corporation.

Section 4.2 Record Ownership. A record of the name and address of each holder of certificated or uncertificated shares, the number of shares held, and the date of issue thereof shall be made on the Corporation's books. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as required by the laws of Oklahoma.

Section 4.3 Transfer Agent and Registrar. The Corporation may maintain one or more transfer offices or agencies, each in the charge of a transfer agent designated by the board, where the shares of stock of the Corporation shall be transferable. The Corporation may also maintain one or more registry offices, each in the charge of a registrar designated by the board, wherein such shares of stock shall be registered. To the extent authorized by the board, the same entity may serve both as a transfer agent and registrar.

Section 4.4 Lost Certificates. Any person claiming a stock certificate or uncertificated shares in lieu of a stock certificate lost, stolen, mutilated or destroyed shall give the Corporation an affidavit as to such person's ownership of the certificate and of the facts which go to prove its loss, theft, mutilation or destruction. Such person shall also, if required by the board, give the Corporation a bond, in such form as may be approved by the board, sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss or theft of the certificate or the issuance of a new certificate.

Section 4.5 Transfer of Stock. Transfer of shares shall, except as provided in Section 4.4 of this Article IV, be made on the books of the Corporation only by direction of the holder, whether named in the certificate or on the books of the Corporation as a holder of uncertificated shares, or the holder's attorney, lawfully constituted in writing, and, if held in certificate form, only upon surrender for cancellation of the certificate therefor, duly endorsed or accompanied by a written assignment of the shares evidenced thereby.

ARTICLE V
GENERAL PROVISIONS

Section 5.1 Offices. The principal offices of the Corporation shall be maintained in Oklahoma City, Oklahoma, or at such other place as the board may determine. The Corporation may have such other offices as the board may from time to time determine.

Section 5.2 Voting of Stock and Other Securities. Unless otherwise ordered by the board, the chief executive officer, the president or any vice president shall have full power and authority, in the name and on behalf of the Corporation, to attend, act and vote at any meeting of security holders of any company in which the Corporation may hold shares of stock or other securities, and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such shares and which, as the holder thereof, the Corporation might possess and exercise if personally present, and may exercise such power and authority through the execution of proxies or may delegate such power and authority to any other officer, agent or employee of the Corporation.

Section 5.3 Notices.

(a) Unless otherwise provided herein, whenever notice is required to be given, it shall not be construed to require personal notice, but such notice may be given in writing by depositing the same in the United States mail, addressed to the individual to whom notice is being given at such address as appears on the records of the Corporation, with postage thereon prepaid. Such notice shall be deemed to be given at the time when the same shall be thus deposited. Notice to directors may be given by any form of electronic transmission and as specified in Article II, Section 2.6.

(b) Without limiting the manner by which notice otherwise may be given effectively to shareholders, any notice to shareholders given by the Corporation under any provision of the Act, the Certificate of Incorporation, or these Bylaws shall be effective if given by a form of electronic transmission consented to by the shareholder to whom the notice is given. Any such consent shall be revocable by the shareholder by written notice to the Corporation. Any such consent shall be deemed revoked if: (i) the Corporation is unable to deliver by electronic transmission two (2) consecutive notices given by the Corporation in accordance with such consent and (ii) such inability becomes known to the secretary or an assistant secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

(c) Notice given pursuant to Section 5.3(b) of this Article V shall be deemed given if by: (i) facsimile telecommunication, when directed to a number at which the shareholder has consented to receive notice; (ii) electronic mail, when directed to an electronic mail address at which the shareholder has consented to receive notice; (iii) a posting on an electronic network together with separate notice to the shareholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (iv) any other form of electronic transmission, when directed to the shareholder, in accordance with the shareholder's consent.

(d) An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

(e) Any notice to shareholders given by the Corporation shall be effective if given by a single written notice to shareholders who share an address if consented to by the shareholders at that address to whom such notice is given. Any such consent shall be revocable by the shareholder by written notice to the Corporation. Any shareholder who fails to object in writing to the Corporation, within sixty (60) days of having been given written notice by the Corporation of its intention to send the single notice permitted by this Section, shall be deemed to have consented to receiving such single written notice.

Section 5.4 Waiver of Notice. Whenever any notice is required to be given, a waiver thereof in writing, signed by the person or persons entitled to the notice, or a waiver by electronic transmission by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 5.5 Exception to Notice. The giving of any notice required under any provision of the Act, the Certificate of Incorporation or these Bylaws shall not be required to be given to any shareholder to whom: (i) notice of two (2) consecutive annual meetings and all notices of meetings or of the taking of action by written consent without a meeting to such shareholder during the period between such two (2) consecutive annual meetings, or (ii) all, and at least two, payments (if sent by first class mail) of dividends or interest on securities during a twelve-month period, have been mailed addressed to such person at such person's address as shown on the records of the Corporation and have been returned undeliverable. If any such shareholder shall deliver to the Corporation a written notice setting forth such shareholder's then current address, the requirement that such notice be given to such shareholder shall be reinstated. The exception provided for in this Section 5.5 to the requirement that notice be given shall not be applicable to any notice returned as undeliverable if the notice was given by electronic transmission.

Section 5.6 Dividends. Subject to any applicable provisions of the Act and the Certificate of Incorporation, dividends upon the shares of the Corporation may be declared by the board of directors at any regular or special meeting of the board of directors and any such dividend may be paid in cash, property, or shares of stock of the Corporation. Before payment, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the board of directors from time to time, in its absolute discretion, believes proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purpose as the board of directors shall believe conducive to the interest of the Corporation, and the board of directors may similarly modify or abolish any such reserve.

Section 5.7 Fiscal Year. The fiscal year of the Corporation shall be as fixed by the board of directors.

Section 5.8 Listing Request. If the Common Stock is not then listed on a National Securities Exchange (as defined below), holders of a majority of shares of Common Stock outstanding on February 9, 2021 (the "Effective Date") may at any time, by written notice to the Corporation (a "Listing Request"), request that the Corporation (a) list the shares of Common Stock on a National Securities Exchange or (b) list the shares of Common Stock on an Alternative Securities Exchange (as defined below), engage a market maker for the Common Stock and take other reasonable steps to establish that the Common Stock is regularly traded on an established securities market for purposes of Section 897 under the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder (together, the "FIRPTA Rules"). In the event the Common Stock is listed on an Alternative Securities Exchange but not a National Securities Exchange, holders of a majority of shares of Common Stock outstanding on the Effective Date shall have the right to make subsequent Listing Requests until the Corporation is listed on a National Securities Exchange, provided such listing is then permitted under the rules of such National Securities Exchange. The Corporation shall use its commercially reasonable efforts to cause the Common Stock to be publicly traded and listed on such National Securities Exchange or Alternative Securities Exchange as promptly as reasonably practicable after the Corporation's receipt of such Listing Request. For purpose of this Section 5.8, "National Securities Exchange" means The Nasdaq Global Market, The Nasdaq Global Select Market or The New York Stock Exchange, and "Alternative Securities Exchange" means, excluding any National Securities Exchange, any other securities exchange or over-the-counter quotation system, including, without limitation, the NYSE American, the Nasdaq Capital Market, any quotation or other listing service provided by the OTC Markets Group or the Financial Industry Regulatory Authority, Inc., any "pink sheet" or other alternative listing service or any successor or substantially equivalent service to any of the foregoing.

Section 5.9 SEC Filings. If at any time the Corporation is not subject to the requirements of Section 13 or 15(d) of the Exchange Act, the Corporation shall file such information with the SEC as required by the Exchange Act and the SEC's rules and regulations within the time periods applicable to non-accelerated filers (as in effect on the date hereof and as may be amended from time to time), including, without limitation, with (a) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K in compliance with such forms if the Corporation were required to file such forms, and (b) all current reports that would be required to be filed with the SEC on Form 8-K if the Corporation were required to file such reports; provided that the Corporation shall not be required to file proxy statements or other documents required under Section 14 of the Exchange Act or Schedules 14A or 14C if not required by applicable law to file such proxy statements or other documents. The holders of a majority of the then outstanding shares of Common Stock may waive this Section 5.9.

ARTICLE VI
INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

(a) The Corporation shall indemnify, to the fullest extent authorized or permitted by the laws of the State of Oklahoma as from time to time in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation or an action that such person initiated) by reason of the fact that he or she is or was a director, officer or employee of the Corporation or is or was a director, officer or employee serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Corporation and with respect to any criminal action or proceeding had reasonable cause to believe that his or her conduct was unlawful.

(b) The Corporation shall indemnify, to the fullest extent authorized or permitted by the laws of the State of Oklahoma as from time to time in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer or employee of the Corporation or is or was a director, officer or employee serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in the view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

(c) For purposes of any determination under this Article VI, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of this Article VI shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct in this Article VI. The term "another enterprise" as used in Article VI shall mean any other Corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent.

(d) Expenses, including fees and expenses of counsel, incurred by a director, officer or employee in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer or employee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized herein. Such advances shall paid by the Corporation within twenty (20) days after the receipt by the Corporation of a written statement or statements from the claimant requesting such advance or advances from time to time.

(e) To obtain indemnification under this Bylaw, a claimant shall submit to the Corporation a written request, including therein or therewith such documentation and information as is reasonably available to the claimant and is reasonably necessary to determine whether and to what extent the claimant is entitled to indemnification. Upon such written request by a claimant for indemnification, a determination, if required by applicable law, with respect to the claimant's entitlement thereto shall be made as follows: (i) by the board of directors by a majority vote of a quorum consisting of Disinterested Directors (as herein defined); (ii) if a quorum of the board of directors consisting of Disinterested Directors is not obtainable or, even if obtainable, such quorum of Disinterested Directors so directs, by Independent Counsel in a written opinion to the board of directors, a copy of which shall be delivered to the claimant or (iii) if a quorum of Disinterested Directors so directs, by the shareholders of the Corporation. For purposes of this Article VI:

"Disinterested Director" means a director of the Corporation who is not and was not a party to the matter in respect of which indemnification is sought by the claimant.

"Independent Counsel" means a law firm, a member of a law firm, or an independent practitioner, that is experienced in matters of Corporation law and neither currently is, nor in the five years previous to its selection or appointment has been, retained to represent (i) the Corporation or the claimant in any matter material to either such party (other than with respect to matters concerning the claimant under this Article VI or of other similar indemnitees) or (ii) any other party to the action giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Corporation or the claimant in an action to determine the claimant's rights under this Article VI.

(f) If a claim under this Bylaw is not paid in full by the Corporation within sixty (60) days after a written claim pursuant to paragraph (d) of this Article VI has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which makes it permissible under the Act for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors, Independent Counsel or shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Act, nor an actual determination by the Corporation (including its board of directors, Independent Counsel or shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct. If a determination shall have been made pursuant to this paragraph (e) that the claimant is entitled to indemnification, the Corporation shall be bound by such determination in any judicial proceeding commenced pursuant to this paragraph (e). The Corporation shall be precluded from asserting in any judicial proceeding commenced pursuant to this paragraph (e) that the procedures and presumptions of this Bylaw are not valid, binding and enforceable and shall stipulate in such proceeding that the Corporation is bound by all the provisions of this Bylaw.

(g) The Corporation may purchase (upon resolution duly adopted by the board of directors) and maintain insurance on behalf of any person who is or was a director, officer or employee of the Corporation, or is or was a director, officer or employee serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power or the obligation to indemnify him or her against such liability under the provisions of this Article VI or of the Act.

(h) To the extent that a director, officer or employee of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to herein or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

(i) Every such person shall be entitled, without demand by him or her upon the Corporation or any action by the Corporation, to enforce his or her right to such indemnity in an action at law against the Corporation. The right of indemnification and advancement of expenses conferred by this Article VI shall not be deemed exclusive of any rights to which any such person may now or hereafter be otherwise entitled under the Certificate of Incorporation, any separate indemnification agreement entered into by the Corporation and such person, any Bylaw, agreement, vote of the shareholders or Disinterested Directors or otherwise, and specifically, without limiting the generality of the foregoing, shall not be deemed exclusive of any rights pursuant to statute or otherwise, including the Act, of any such person in any such action, suit or proceeding to have assessed or allowed in his or her favor against the Corporation or otherwise, his or her costs and expenses incurred therein or in connection therewith or any part thereof. The right to indemnification and advancement of expenses conferred by this Article VI (i) shall be a contract right that vests at the time of such person's service to or at the request of the Corporation and (ii) cannot be terminated by the Corporation, the board of directors or the shareholders of the Corporation with respect to a person's service prior to the date of such termination. No repeal or modification of this Bylaw shall in any way diminish or adversely affect the rights of any current or former director, officer or employee of the Corporation hereunder in respect of any occurrence or matter arising prior to any such repeal or modification.

(j) The indemnification and advancement of expenses provided by or granted to this Article VI shall continue as to a person who has ceased to be a director, officer or employee and shall inure to the benefit of the heirs, executors and administrators of such person.

(k) Notwithstanding anything contained in this Article VI to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Article VI(f)), the Corporation shall not be obligated to indemnify any director, officer or employee in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the board of directors.

(l) Any repeal or modification of this Article VI by the shareholders of the Corporation shall be prospective only and shall not adversely affect any rights to indemnification and to the advancement of expenses of a director, officer or employee of the Corporation existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

(m) If any provision or provisions of this Article VI shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Article VI (including, without limitation, all portions of this Article VI containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby: and (ii) to the fullest extent possible, the provisions of this Article VI (including without limitation, all portions of any Section of this Article VI containing an such provision held to be invalid, illegal or unenforceable that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

(n) All rights and protection pursuant to this Article VI of any director, officer or employee shall immediately vest and be effective upon the election of such director or officer and the employment of such employee.

(o) The Corporation may, to the extent authorized from time to time by the board of directors, provide rights to indemnification and to the advancement of expenses to agents of the Corporation similar to those conferred in this Article VI to directors, officers and employees of the Corporation.

(p) To the extent that any director may have certain rights to indemnification, advancement of expenses and/or insurance provided by one or more persons with whom or which such director may be associated (a "Third-Party Indemnitor"), the Corporation hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to such persons are primary and any obligation of the Third-Party Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such persons are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by such persons and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and required by the terms of the Certificate of Incorporation or these Bylaws (or any other agreement between the Corporation and such persons), without regard to any rights such persons may have against the Third-Party Indemnitors, and (iii) that it that it irrevocably waives, relinquishes and releases the Third-Party Indemnitors from any and all claims against the Third-Party Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by the Third-Party Indemnitors on behalf of such persons with respect to any claim for which such persons have sought indemnification from the corporation shall affect the foregoing and the Third-Party Indemnitors shall be subrogated to the extent of such advancement or payment to all of the rights of recovery of such persons against the Corporation. The corporation and each such person agree that the Third-Party Indemnitors are express third party beneficiaries of the terms of this Article VI.

ARTICLE VII
AMENDMENTS

New Bylaws may be adopted, and these Bylaws may be amended, altered or repealed, in each case as provided by the Certificate of Incorporation and the Act.

[signature page follows]

I hereby certify that the foregoing is a full, true and correct copy of the Bylaws of Expand Energy Corporation, an Oklahoma Corporation, as in effect on the date hereof.

Dated October 1, 2024.

/s/ Anita Broderick

Anita Broderick, Assistant Corporate Secretary

Exhibit 4.10

NINTH SUPPLEMENTAL INDENTURE
TO
BASE INDENTURE DATED JANUARY 25, 2015
SOUTHWESTERN ENERGY COMPANY 4.950% SENIOR NOTES DUE 2025

Ninth Supplemental Indenture (this "Supplemental Indenture"), dated as of October 1, 2024, among (a) Expand Energy Corporation, an Oklahoma corporation (the "New Issuer"), (b) each of the entities listed on the signature pages hereto as a "New Guarantor," and collectively, the "New Guarantors", and (c) Regions Bank (as successor in interest to U.S. Bank Trust Company, National Association), as trustee (the "Trustee").

W I T N E S S E T H

WHEREAS, Southwestern Energy Company, a Delaware corporation (the "Original Issuer") has heretofore executed and delivered to the Trustee a base indenture dated as of January 23, 2015 (the "Base Indenture"), as supplemented by that certain: First Supplemental Indenture dated as of January 23, 2015 (the "First Supplemental Indenture") (governing the issuance of the Original Issuer's 4.950% Senior Notes due 2025 (the "2025 Notes")), Second Supplemental Indenture dated as of September 25, 2017 (related to certain amendments to the Base Indenture with respect to the Original Issuer's 4.050% Senior Notes due 2020 (the "2020 Notes"), Third Supplemental Indenture dated as of November 29, 2017 (related to a tender offer for 2020 Notes and consent solicitation to amend the Liens Covenant and Future Guarantors covenant), Fourth Supplemental Indenture dated as of April 26, 2018 (adding additional guarantors), Fifth Supplemental Indenture dated as of December 3, 2018 (releasing certain guarantors), Sixth Supplemental Indenture dated as of December 10, 2020 (adding additional guarantors and appointing Regions Bank as Trustee), Seventh Supplemental Indenture dated as of September 10, 2021 (adding an additional guarantor) and Eighth Supplemental Indenture dated as of January 4, 2022 (adding an additional guarantor) (the Base Indenture as supplemented by the foregoing supplemental indentures, the "Indenture");

WHEREAS, pursuant to a series of mergers, each occurring on October 1, 2024 (collectively, the "Merger Transactions"), (i) Hulk Merger Sub, Inc. ("Merger Sub Inc."), a Delaware corporation and a wholly owned subsidiary of Chesapeake Energy Corporation, an Oklahoma corporation ("Chesapeake"), was merged with and into the Original Issuer, with the Original Issuer continuing as the surviving corporation (the "First Merger"); (ii) immediately following the First Merger, the surviving corporation was merged with and into Hulk LLC Sub, LLC ("Merger Sub LLC"), a Delaware limited liability company and a wholly owned subsidiary of Chesapeake, with Merger Sub LLC continuing as the surviving entity and a direct, wholly owned subsidiary of Chesapeake (the "Second Merger"); and (iii) immediately following the Second Merger, Merger Sub LLC was merged with and into the New Issuer with the New Issuer continuing as the surviving entity (the "Third Merger");

WHEREAS, the New Issuer is successor in interest to Merger Sub Inc. and Merger Sub LLC;

WHEREAS, effective upon the Second Merger and until completion of the Third Merger, Merger Sub LLC assumed the Original Issuer's obligations under the Notes and the Indenture;

WHEREAS, effective upon the Third Merger, the New Issuer assumed the Original Issuer's obligations under the Notes and the Indenture;

WHEREAS, Section 6.01 of the First Supplemental Indenture provides that the Original Issuer may, among other things, merge with another Person if, among other things, the surviving entity (if not the Original Issuer) expressly assumes by supplemental indenture the due and punctual payment of the principal of and interest, if any, on all the Notes and the performance or observance of every covenant of the Indenture of the part of the Original Issuer to be performed or observed;;

WHEREAS, Section 10.01(ii) of the Base Indenture provides that, without the consent of any Holders, the Indenture may be amended or supplemented to provide for compliance with Article IV of the Base Indenture or any supplemental indenture governing a series of notes issued thereunder;

WHEREAS, in connection with the Merger Transactions, the parties hereto desire to enter into this Supplemental Indenture to evidence the assumption by the New Issuer of the due and punctual payment of the principal of and interest, if any, on all the 2025 Notes and the performance or observance of every covenant of the Indenture of the part of the Original Issuer to be performed or observed;

WHEREAS, the Indenture, pursuant to Section 5.03 of the First Supplemental Indenture, provides that the New Issuer shall execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantors shall unconditionally guarantee all obligations under the 2025 Notes and the Indenture on the terms and conditions set forth herein and under the Indenture;

WHEREAS, pursuant to Section 10.06 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture; and

WHEREAS, each of the New Issuer, the Original Issuer and the New Guarantors have been duly authorized to enter into this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Assumption of the Obligations. Merger Sub LLC and the New Issuer hereby (x) agree, as of the date hereof, to assume, to be bound by and to be liable, as a primary obligor and not as a guarantor or surety, with respect to, any and all Obligations under the Indenture and the 2025 Notes on the terms and subject to the conditions set forth in the Indenture and all other obligations of the Original Issuer under the Indenture and the 2025 Notes as if it were the Original Issuer thereunder (so that from and after the date hereof, the provisions of the Indenture and the 2025 Notes referring to the Original Issuer (referred to as the "Company" in the Indenture) shall instead refer to the New Issuer) and (y) assume the due and punctual payment of the principal of and interest, if any, on all the Notes and the performance or observance of every covenant of the Indenture of the part of the Original Issuer to be performed or observed.

(3) Agreement to Guarantee. Each New Guarantor acknowledges that it has received and reviewed a copy of the Indenture and all other documents it deems necessary to review in order to enter into this Supplemental Indenture and (i) hereby joins and becomes a party to the Indenture as indicated by its signature below as a Guarantor and (ii) acknowledges and agrees to (x) be bound by the Indenture as a Guarantor and (y) perform all obligations and duties required of a Guarantor pursuant to the Indenture. Each New Guarantor hereby fully, unconditionally and absolutely guarantees all of the Company's obligations under the 2025 Notes and the Indenture (but only with respect to the Notes, and not with respect to any other series of Securities) on the terms and subject to the conditions set forth in the Indenture, including without limitation in Article XI of the Base Indenture and Article VII of the First Supplemental Indenture and shall be deemed to be a Security Guarantor with respect to the Notes for all purposes under the Indenture.

(4) No Recourse Against Others. An incorporator, director, officer, employee, stockholder or controlling Person, as such, of the Company or any Guaranteeing Subsidiary shall not have any liability for any obligations of the Company under the 2025 Notes, the Indenture, this Supplemental Indenture or any Security Guarantee or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the 2025 Notes.

(5) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(6) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. This Supplemental Indenture may be executed in multiple counterparts, which, when taken together, shall constitute one instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic (by '.pdf' or other format) transmissions shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronically (by '.pdf' or other format) shall be deemed to be their original signatures for all purposes.

(7) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(8) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Issuer and each New Guarantor.

All of the provisions contained in the Indenture in respect of the duties, rights, privileges, immunities, powers and obligations of the Trustee set forth in the Indenture, as heretofore amended and supplemented, shall be applicable in respect of the 2025 Notes and this Supplemental Indenture.

(9) Benefits Acknowledged. Upon execution and delivery of this Supplemental Indenture, the New Issuer and each New Guarantor will be subject to the terms and conditions set forth in the Indenture. The New Issuer and each New Guarantor acknowledges that they will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that their obligations as a result of this Supplemental Indenture are knowingly made in contemplation of such benefits.

(10) Successors. All agreements of the New Issuer and each New Guarantor in this Supplemental Indenture shall bind their respective successors, except as otherwise provided in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

(11) Adoption, Ratification and Confirmation. The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

NEW ISSUER:

EXPAND ENERGY CORPORATION,
as New Issuer and Obligor

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

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NEW GUARANTORS:
Directors:

BRIX FEDERAL LEASING CORPORATION
CHESAPEAKE NG VENTURES CORPORATION
WINTER MOON ENERGY CORPORATION

By: /s/ Chris Lacy
Name: Chris Lacy
Title: Director

Managers:

CHESAPEAKE EXPLORATION, L.L.C.
CHESAPEAKE ROYALTY, L.L.C.
MC MINERAL COMPANY, L.L.C.
By: Chesapeake E&P Holding, L.L.C., Manager

CHESAPEAKE APPALACHIA, L.L.C.
CHESAPEAKE E&P HOLDING, L.L.C.
CHESAPEAKE ENERGY LOUISIANA, LLC
CHESAPEAKE ENERGY MARKETING, L.L.C.
CHESAPEAKE OPERATING, L.L.C.
VINE OIL & GAS PARENT GP LLC
By: Chesapeake Energy Corporation, Manager

EMPRESS, L.L.C.
GSF, L.L.C.
MC LOUISIANA MINERALS, L.L.C.
By: Chesapeake Energy Louisiana, LLC, Manager

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CHESAPEAKE AEZ EXPLORATION, L.L.C.
CHESAPEAKE-CLEMENTS ACQUISITION, L.L.C.
By: Chesapeake Exploration, L.L.C., Manager

CHESAPEAKE PLAINS, LLC
By: Chesapeake Louisiana, L.P., Manager
By: Chesapeake Operating, L.L.C., General Partner

CHESAPEAKE LOUISIANA, L.P.
By: Chesapeake Operating, L.L.C., General Partner

CHESAPEAKE LAND DEVELOPMENT
COMPANY, L.L.C.
CHESAPEAKE MIDSTREAM DEVELOPMENT, L.L.C.
CHESAPEAKE VRT, L.L.C.
COMPASS MANUFACTURING, L.L.C.
By: Chesapeake Operating, L.L.C., Manager

CYPRESS EXPLORATION & DEVELOPMENT LLC
By: Cypress E&D Holdings, LP, Manager
By: Chesapeake Appalachia, L.L.C., General Partner

CYPRESS E&D HOLDINGS, LP
By: Chesapeake Appalachia, L.L.C., General Partner

CYPRESS OIL & GAS LLC
By: Cypress Exploration & Development, LLC, Manager

EMLP, L.L.C.
By: Empress, L.L.C., Manager

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EMPRESS LOUISIANA PROPERTIES, L.P.
By: Empress, L.L.C., General Partner

RIVIERA 2000 PA, LLC
TWIN HILLS MARCELLUS, LLC
By: Chesapeake Appalachia, L.L.C., Manager

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

Managing Members:

BRIX OPERATING LLC
By: Brix Oil & Gas Holdings LP, Member
By: Brix Oil & Gas Holdings GP LLC, General Partner

BRIX OIL & GAS HOLDINGS LP
By: Brix Oil & Gas Holdings GP LLC, General Partner

CHK UTICA, L.L.C.
By: Chesapeake Exploration, L.L.C., Member

VINE MANAGEMENT SERVICES LLC
VINE MINERALS LLC
CHESAPEAKE MINERALS LLC
By: Vine Energy Operating LP, Member
By: Vine Oil & Gas GP LLC, General Partner

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VINE OIL & GAS GP LLC
VINE ENERGY OPERATING LP
BRIX OIL & GAS HOLDINGS GP LLC
By: Vine Oil & Gas Parent LP, Member
By: Vine Oil & Gas Parent GP LLC, General Partner

VINE OIL & GAS Parent LP
By: Vine Oil & Gas Parent GP LLC, General Partner

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Ninth Supplemental Indenture]

TRUSTEE:

Regions Bank (as successor in interest to U.S. Bank Trust Company, National Association), as Trustee

By: /s/ Shawn Bednasek
Name: Shawn Bednasek
Title: Senior Vice President

[Signature Page to Ninth Supplemental Indenture]

Exhibit 4.20

NINTH SUPPLEMENTAL INDENTURE
TO
BASE INDENTURE DATED SEPTEMBER 25, 2017
SOUTHWESTERN ENERGY COMPANY 8.375% SENIOR NOTES DUE 2028

Ninth Supplemental Indenture (this "Supplemental Indenture"), dated as of October 1, 2024, among (a) Expand Energy Corporation, an Oklahoma corporation (the "New Issuer"), (b) each of the entities listed on the signature pages hereto as a "New Guarantor," and collectively, the "New Guarantors", and (c) U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee (the "Trustee").

W I T N E S S E T H

WHEREAS, Southwestern Energy Company, a Delaware corporation (the "Original Issuer") has heretofore executed and delivered to the Trustee a base indenture dated as of September 25, 2017 (the "Base Indenture"), as supplemented by that certain: Fourth Supplemental Indenture dated as of August 27, 2020 (the "Fourth Supplemental Indenture") (governing the issuance of the Original Issuer's 8.375% Senior Notes due 2028 (the "2028 Notes")), Fifth Supplemental Indenture dated as of December 10, 2020 (adding additional guarantors), Seventh Supplemental Indenture dated as of September 10, 2021 (adding an additional guarantor) and Eighth Supplemental Indenture dated as of January 4, 2022 (adding an additional guarantor) (the Base Indenture as supplemented by the foregoing supplemental indentures, the "Indenture");

WHEREAS, pursuant to a series of mergers, each occurring on October 1, 2024 (collectively, the "Merger Transactions"), (i) Hulk Merger Sub, Inc. ("Merger Sub Inc."), a Delaware corporation and a wholly owned subsidiary of Chesapeake Energy Corporation, an Oklahoma corporation ("Chesapeake"), was merged with and into the Original Issuer, with the Original Issuer continuing as the surviving corporation (the "First Merger"); (ii) immediately following the First Merger, the surviving corporation was merged with and into Hulk LLC Sub, LLC ("Merger Sub LLC"), a Delaware limited liability company and a wholly owned subsidiary of Chesapeake, with Merger Sub LLC continuing as the surviving entity and a direct, wholly owned subsidiary of Chesapeake (the "Second Merger"); and (iii) immediately following the Second Merger, Merger Sub LLC was merged with and into the New Issuer with the New Issuer continuing as the surviving entity (the "Third Merger");

WHEREAS, the New Issuer is successor in interest to Merger Sub Inc. and Merger Sub LLC;

WHEREAS, effective upon the Second Merger and until completion of the Third Merger, Merger Sub LLC assumed the Original Issuer's obligations under the Notes and the Indenture;

WHEREAS, effective upon the Third Merger, the New Issuer assumed the Original Issuer's obligations under the Notes and the Indenture;

WHEREAS, Section 6.01 of the Fourth Supplemental Indenture provides that the Original Issuer may, among other things, merge with another Person if, among other things, the surviving entity (if not the Original Issuer) expressly assumes by supplemental indenture the due and punctual payment of the principal of and interest, if any, on all the Notes and the performance or observance of every covenant of the Indenture of the part of the Original Issuer to be performed or observed;

WHEREAS, Section 10.01(ii) of the Base Indenture provides that, without the consent of any Holders, the Indenture may be amended or supplemented to provide for compliance with Article IV of the Base Indenture or any supplemental indenture governing a series of notes issued thereunder;

WHEREAS, in connection with the Merger Transactions, the parties hereto desire to enter into this Supplemental Indenture to evidence the assumption by the New Issuer of the due and punctual payment of the principal of and interest, if any, on all the 2028 Notes and the performance or observance of every covenant of the Indenture of the part of the Original Issuer to be performed or observed;

WHEREAS, the Indenture, pursuant to Section 5.03 of the Fourth Supplemental Indenture, provides that the New Issuer shall execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantors shall unconditionally guarantee all obligations under the 2028 Notes and the Indenture on the terms and conditions set forth herein and under the Indenture;

WHEREAS, pursuant to Section 10.06 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture; and

WHEREAS, each of the New Issuer, the Original Issuer and the New Guarantors have been duly authorized to enter into this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Assumption of the Obligations. Merger Sub LLC and the New Issuer hereby (x) agree, effective upon the Second Merger, Merger Sub LLC assumed, and New Issuer hereby ratifies and confirms such assumption by Merger Sub LLC of, the Original Issuer's obligations under the Notes and the Indenture, (y) agree, as of the date hereof, to assume, to be bound by and to be liable, as a primary obligor and not as a guarantor or surety, with respect to, any and all Obligations under the Indenture and the 2028 Notes on the terms and subject to the conditions set forth in the Indenture and all other obligations of the Original Issuer under the Indenture and the 2028 Notes as if it were the Original Issuer thereunder (so that from and after the date hereof, the provisions of the Indenture and the 2028 Notes referring to the Original Issuer (referred to as the "Company" in the Indenture) shall instead refer to the New Issuer) and (z) assume the due and punctual payment of the principal of and interest, if any, on all the Notes and the performance or observance of every covenant of the Indenture of the part of the Original Issuer to be performed or observed.

(3) Agreement to Guarantee. Each New Guarantor acknowledges that it has received and reviewed a copy of the Indenture and all other documents it deems necessary to review in order to enter into this Supplemental Indenture and (i) hereby joins and becomes a party to the Indenture as indicated by its signature below as a Guarantor and (ii) acknowledges and agrees to (x) be bound by the Indenture as a Guarantor and (y) perform all obligations and duties required of a Guarantor pursuant to the Indenture. Each New Guarantor hereby fully, unconditionally and absolutely guarantees all of the Company's obligations under the 2028 Notes and the Indenture (but only with respect to the Notes, and not with respect to any other series of Securities) on the terms and subject to the conditions set forth in the Indenture, including without limitation in Article XI of the Base Indenture and Article VII of the Fourth Supplemental Indenture and shall be deemed to be a Security Guarantor with respect to the Notes for all purposes under the Indenture.

(4) No Recourse Against Others. An incorporator, director, officer, employee, stockholder or controlling Person, as such, of the Company or any Guaranteeing Subsidiary shall not have any liability for any obligations of the Company under the 2028 Notes, the Indenture, this Supplemental Indenture or any Security Guarantee or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the 2028 Notes.

(5) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(6) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. This Supplemental Indenture may be executed in multiple counterparts, which, when taken together, shall constitute one instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic (by '.pdf' or other format) transmissions shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronically (by '.pdf' or other format) shall be deemed to be their original signatures for all purposes.

(7) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(8) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Issuer and each New Guarantor.

All of the provisions contained in the Indenture in respect of the duties, rights, privileges, immunities, powers and obligations of the Trustee set forth in the Indenture, as heretofore amended and supplemented, shall be applicable in respect of the 2028 Notes and this Supplemental Indenture.

(9) Benefits Acknowledged. Upon execution and delivery of this Supplemental Indenture, the New Issuer and each New Guarantor will be subject to the terms and conditions set forth in the Indenture. The New Issuer and each New Guarantor acknowledges that they will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that their obligations as a result of this Supplemental Indenture are knowingly made in contemplation of such benefits.

(10) Successors. All agreements of the New Issuer and each New Guarantor in this Supplemental Indenture shall bind their respective successors, except as otherwise provided in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

(11) Adoption, Ratification and Confirmation. The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

NEW ISSUER:

EXPAND ENERGY CORPORATION,as New Issuer and Obligor

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Ninth Supplemental Indenture]

NEW GUARANTORS:
Directors:

BRIX FEDERAL LEASING CORPORATION
CHESAPEAKE NG VENTURES CORPORATION
WINTER MOON ENERGY CORPORATION

By: /s/ Chris Lacy
Name: Chris Lacy
Title: Director

Managers:

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

By: Chesapeake E&P Holding, L.L.C., Manager

CHESAPEAKE APPALACHIA, L.L.C.
CHESAPEAKE E&P HOLDING, L.L.C.
CHESAPEAKE ENERGY LOUISIANA, LLC
CHESAPEAKE ENERGY MARKETING, L.L.C.
CHESAPEAKE OPERATING, L.L.C.
VINE OIL & GAS PARENT GP LLC

By: Chesapeake Energy Corporation, Manager

EMPRESS, L.L.C.
GSF, L.L.C.
MC LOUISIANA MINERALS, L.L.C.
By: Chesapeake Energy Louisiana, LLC, Manager

[Signature Page to Ninth Supplemental Indenture]

CHESAPEAKE AEZ EXPLORATION, L.L.C.
CHESAPEAKE-CLEMENTS ACQUISITION, L.L.C.
By: Chesapeake Exploration, L.L.C., Manager

CHESAPEAKE PLAINS, LLC
By: Chesapeake Louisiana, L.P., Manager
By: Chesapeake Operating, L.L.C., General Partner

CHESAPEAKE LOUISIANA, L.P.
By: Chesapeake Operating, L.L.C., General Partner

CHESAPEAKE LAND DEVELOPMENT
COMPANY, L.L.C.
CHESAPEAKE MIDSTREAM DEVELOPMENT, L.L.C.
CHESAPEAKE VRT, L.L.C.
COMPASS MANUFACTURING, L.L.C.
By: Chesapeake Operating, L.L.C., Manager

CYPRESS EXPLORATION & DEVELOPMENT LLC
By: Cypress E&D Holdings, LP, Manager
By: Chesapeake Appalachia, L.L.C., General Partner

CYPRESS E&D HOLDINGS, LP
By: Chesapeake Appalachia , L.L.C., General Partner

CYPRESS OIL & GAS LLC
By: Cypress Exploration & Development, LLC, Manager

[Signature Page to Ninth Supplemental Indenture]

EMLP, L.L.C.
By: Empress, L.L.C., Manager

EMPRESS LOUISIANA PROPERTIES, L.P.
By: Empress, L.L.C., General Partner

RIVIERA 2000 PA, LLC
TWIN HILLS MARCELLUS, LLC
By: Chesapeake Appalachia, L.L.C., Manager

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

Managing Members:

BRIX OPERATING LLC
By: Brix Oil & Gas Holdings LP, Member
By: Brix Oil & Gas Holdings GP LLC, General Partner

BRIX OIL & GAS HOLDINGS LP
By: Brix Oil & Gas Holdings GP LLC, General Partner

CHK UTICA, L.L.C.
By: Chesapeake Exploration, L.L.C., Member

VINE MANAGEMENT SERVICES LLC
VINE MINERALS LLC
CHESAPEAKE MINERALS LLC
By: Vine Energy Operating LP, Member
By: Vine Oil & Gas GP LLC, General Partner

VINE OIL & GAS GP LLC
VINE ENERGY OPERATING LP
BRIX OIL & GAS HOLDINGS GP LLC

By: Vine Oil & Gas Parent LP, Member
By: Vine Oil & Gas Parent GP LLC, General Partner

VINE OIL & GAS Parent LP
By: Vine Oil & Gas Parent GP LLC, General Partner

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Ninth Supplemental Indenture]

TRUSTEE:

U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as Trustee

By: /s/ Brian T. Jensen
Name: Brian T. Jensen
Title: Vice President

[Signature Page to Ninth Supplemental Indenture]

Exhibit 4.27

SIXTH SUPPLEMENTAL INDENTURE
TO
BASE INDENTURE DATED AUGUST 30, 2021
SOUTHWESTERN ENERGY COMPANY 5.375% SENIOR NOTES DUE 2029

Sixth Supplemental Indenture (this "Supplemental Indenture"), dated as of October 1, 2024, among (a) Expand Energy Corporation, an Oklahoma corporation (the "New Issuer"), (b) each of the entities listed on the signature pages hereto as a "New Guarantor," and collectively, the "New Guarantors", and (d) Regions Bank, as trustee (the "Trustee").

W I T N E S S E T H

WHEREAS, Southwestern Energy Company, a Delaware corporation (the "Original Issuer") has heretofore executed and delivered to the Trustee a base indenture dated as of August 30, 2021 (the "Base Indenture"), as supplemented by that certain: Second Supplemental Indenture dated as of September 3, 2021 (the "Second Supplemental Indenture") (governing the issuance of the Original Issuer's 5.375% Senior Notes due 2029 (the "2029 Notes") and Fifth Supplemental Indenture dated as of January 4, 2022 (adding an additional guarantor) (the Base Indenture as supplemented by the foregoing supplemental indentures, the "Indenture");

WHEREAS, pursuant to a series of mergers, each occurring on October 1, 2024 (collectively, the "Merger Transactions"), (i) Hulk Merger Sub, Inc. ("Merger Sub Inc."), a Delaware corporation and a wholly owned subsidiary of Chesapeake Energy Corporation, an Oklahoma corporation ("Chesapeake"), was merged with and into the Original Issuer, with the Original Issuer continuing as the surviving corporation (the "First Merger"); (ii) immediately following the First Merger, the surviving corporation was merged with and into Hulk LLC Sub, LLC ("Merger Sub LLC"), a Delaware limited liability company and a wholly owned subsidiary of Chesapeake, with Merger Sub LLC continuing as the surviving entity and a direct, wholly owned subsidiary of Chesapeake (the "Second Merger"); and (iii) immediately following the Second Merger, Merger Sub LLC was merged with and into the New Issuer with the New Issuer continuing as the surviving entity (the "Third Merger");

WHEREAS, the New Issuer is successor in interest to Merger Sub Inc. and Merger Sub LLC;

WHEREAS, effective upon the Second Merger and until completion of the Third Merger, Merger Sub LLC assumed the Original Issuer's obligations under the Notes and the Indenture;

WHEREAS, effective upon the Third Merger, the New Issuer assumed the Original Issuer's obligations under the Notes and the Indenture;

WHEREAS, Section 4.01 of the Base Indenture provides that the Original Issuer may, among other things, merge with another Person if, among other things, the surviving entity (if not the Original Issuer) expressly assumes by supplemental indenture the due and punctual payment of the principal of and interest, if any, on all the Notes and the performance or observance of every covenant of the Indenture of the part of the Original Issuer to be performed or observed;

WHEREAS, Section 10.01(ii) of the Base Indenture provides that, without the consent of any Holders, the Indenture may be amended or supplemented to provide for compliance with Article IV of the Base Indenture or any supplemental indenture governing a series of notes issued thereunder;

WHEREAS, in connection with the Merger Transactions, the parties hereto desire to enter into this Supplemental Indenture to evidence the assumption by the New Issuer of the due and punctual payment of the principal of and interest, if any, on all the 2029 Notes and the performance or observance of every covenant of the Indenture of the part of the Original Issuer to be performed or observed;

WHEREAS, the Indenture, pursuant to Section 5.03 of the Second Supplemental Indenture, provides that the New Issuer shall execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantors shall unconditionally guarantee all obligations under the 2029 Notes and the Indenture on the terms and conditions set forth herein and under the Indenture;

WHEREAS, pursuant to Section 10.06 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture; and

WHEREAS, each of the New Issuer, the Original Issuer and the New Guarantors have been duly authorized to enter into this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Assumption of the Obligations. Merger Sub LLC and the New Issuer hereby (x) agree, as of the date hereof, to assume, to be bound by and to be liable, as a primary obligor and not as a guarantor or surety, with respect to, any and all Obligations under the Indenture and the 2029 Notes on the terms and subject to the conditions set forth in the Indenture and all other obligations of the Original Issuer under the Indenture and the 2029 Notes as if it were the Original Issuer thereunder (so that from and after the date hereof, the provisions of the Indenture and the 2029 Notes referring to the Original Issuer (referred to as the "Company" in the Indenture) shall instead refer to the New Issuer) and (y) assume the due and punctual payment of the principal of and interest, if any, on all the Notes and the performance or observance of every covenant of the Indenture of the part of the Original Issuer to be performed or observed.

(3) Agreement to Guarantee. Each New Guarantor acknowledges that it has received and reviewed a copy of the Indenture and all other documents it deems necessary to review in order to enter into this Supplemental Indenture and (i) hereby joins and becomes a party to the Indenture as indicated by its signature below as a Guarantor and (ii) acknowledges and agrees to (x) be bound by the Indenture as a Guarantor and (y) perform all obligations and duties required of a Guarantor pursuant to the Indenture. Each New Guarantor hereby fully, unconditionally and absolutely guarantees all of the Company's obligations under the 2029 Notes and the Indenture (but only with respect to the Notes, and not with respect to any other series of Securities) on the terms and subject to the conditions set forth in the Indenture, including without limitation in Article XI of the Base Indenture and Article VII of the Second Supplemental Indenture and shall be deemed to be a Security Guarantor with respect to the Notes for all purposes under the Indenture.

(4) No Recourse Against Others. An incorporator, director, officer, employee, stockholder or controlling Person, as such, of the Company or any Guaranteeing Subsidiary shall not have any liability for any obligations of the Company under the 2029 Notes, the Indenture, this Supplemental Indenture or any Security Guarantee or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the 2029 Notes.

(5) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(6) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. This Supplemental Indenture may be executed in multiple counterparts, which, when taken together, shall constitute one instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic (by '.pdf' or other format) transmissions shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronically (by '.pdf' or other format) shall be deemed to be their original signatures for all purposes.

(7) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(8) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Issuer and each New Guarantor.

All of the provisions contained in the Indenture in respect of the duties, rights, privileges, immunities, powers and obligations of the Trustee set forth in the Indenture, as heretofore amended and supplemented, shall be applicable in respect of the 2029 Notes and this Supplemental Indenture.

(9) Benefits Acknowledged. Upon execution and delivery of this Supplemental Indenture, the New Issuer and each New Guarantor will be subject to the terms and conditions set forth in the Indenture. The New Issuer and each New Guarantor acknowledges that they will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that their obligations as a result of this Supplemental Indenture are knowingly made in contemplation of such benefits.

(10) Successors. All agreements of the New Issuer and each New Guarantor in this Supplemental Indenture shall bind their respective successors, except as otherwise provided in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

(11) Adoption, Ratification and Confirmation. The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

NEW ISSUER:

EXPAND ENERGY CORPORATION,
as New Issuer and Obligor

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Sixth Supplemental Indenture]

NEW GUARANTORS:

Directors:

BRIX FEDERAL LEASING CORPORATION
CHESAPEAKE NG VENTURES CORPORATION
WINTER MOON ENERGY CORPORATION

By: /s/ Chris Lacy
Name: Chris Lacy
Title: Director

Managers:

CHESAPEAKE EXPLORATION, L.L.C.
CHESAPEAKE ROYALTY, L.L.C.
MC MINERAL COMPANY, L.L.C.
By: Chesapeake E&P Holding, L.L.C., Manager

CHESAPEAKE APPALACHIA, L.L.C.
CHESAPEAKE E&P HOLDING, L.L.C.
CHESAPEAKE ENERGY LOUISIANA, LLC
CHESAPEAKE ENERGY MARKETING, L.L.C.
CHESAPEAKE OPERATING, L.L.C.
VINE OIL & GAS PARENT GP LLC
By: Chesapeake Energy Corporation, Manager

EMPRESS, L.L.C.
GSF, L.L.C.
MC LOUISIANA MINERALS, L.L.C.
By: Chesapeake Energy Louisiana, LLC, Manager

[Signature Page to Sixth Supplemental Indenture]

CHESAPEAKE AEZ EXPLORATION, L.L.C.
CHESAPEAKE-CLEMENTS ACQUISITION, L.L.C.
By: Chesapeake Exploration, L.L.C., Manager

CHESAPEAKE PLAINS, LLC
By: Chesapeake Louisiana, L.P., Manager
By: Chesapeake Operating, L.L.C., General Partner

CHESAPEAKE LOUISIANA, L.P.
By: Chesapeake Operating, L.L.C., General Partner

CHESAPEAKE LAND DEVELOPMENT
COMPANY, L.L.C.
CHESAPEAKE MIDSTREAM DEVELOPMENT, L.L.C.
CHESAPEAKE VRT, L.L.C.
COMPASS MANUFACTURING, L.L.C.
By: Chesapeake Operating, L.L.C., Manager

CYPRESS EXPLORATION & DEVELOPMENT LLC
By: Cypress E&D Holdings, LP, Manager
By: Chesapeake Appalachia, L.L.C., General Partner

CYPRESS E&D HOLDINGS, LP
By: Chesapeake Appalachia, L.L.C., General Partner

CYPRESS OIL & GAS LLC
By: Cypress Exploration & Development, LLC, Manager

[Signature Page to Sixth Supplemental Indenture]

EMLP, L.L.C.
By: Empress, L.L.C., Manager

EMPRESS LOUISIANA PROPERTIES, L.P.
By: Empress, L.L.C., General Partner

RIVIERA 2000 PA, LLC
TWIN HILLS MARCELLUS, LLC
By: Chesapeake Appalachia, L.L.C., Manager

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

Managing Members:

BRIX OPERATING LLC
By: Brix Oil & Gas Holdings LP, Member
By: Brix Oil & Gas Holdings GP LLC, General Partner

BRIX OIL & GAS HOLDINGS LP
By: Brix Oil & Gas Holdings GP LLC, General Partner

CHK UTICA, L.L.C.
By: Chesapeake Exploration, L.L.C., Member

VINE MANAGEMENT SERVICES LLC
VINE MINERALS LLC
CHESAPEAKE MINERALS LLC
By: Vine Energy Operating LP, Member
By: Vine Oil & Gas GP LLC, General Partner

[Signature Page to Sixth Supplemental Indenture]

VINE OIL & GAS GP LLC
VINE ENERGY OPERATING LP
BRIX OIL & GAS HOLDINGS GP LLC
By: Vine Oil & Gas Parent LP, Member
By: Vine Oil & Gas Parent GP LLC, General Partner

VINE OIL & GAS Parent LP
By: Vine Oil & Gas Parent GP LLC, General Partner

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Sixth Supplemental Indenture]

TRUSTEE:

Regions Bank, as Trustee

By: /s/ Shawn Bednasek
Name: Shawn Bednasek
Title: Senior Vice President

[Signature Page to Sixth Supplemental Indenture]

Exhibit 4.28

SEVENTH SUPPLEMENTAL INDENTURE
TO
BASE INDENTURE DATED AUGUST 30, 2021
SOUTHWESTERN ENERGY COMPANY 5.375% SENIOR NOTES DUE 2030

Seventh Supplemental Indenture (this "Supplemental Indenture"), dated as of October 1, 2024, among (a) Expand Energy Corporation, an Oklahoma corporation (the "New Issuer"), (b) each of the entities listed on the signature pages hereto as a "New Guarantor," and collectively, the "New Guarantors" and (d) Regions Bank, as trustee (the "Trustee").

W I T N E S S E T H

WHEREAS, Southwestern Energy Company, a Delaware corporation (the "Original Issuer") has heretofore executed and delivered to the Trustee a base indenture dated as of August 30, 2021 (the "Base Indenture"), as supplemented by that certain: First Supplemental Indenture dated as of August 30, 2021 (the "First Supplemental Indenture") (governing the issuance of the Original Issuer's 5.375% Senior Notes due 2030 (the "2030 Notes")), Third Supplemental Indenture dated as of September 10, 2021 (adding an additional guarantor) and Fifth Supplemental Indenture dated as of January 4, 2022 (adding an additional guarantor) (the Base Indenture as supplemented by the foregoing supplemental indentures, the "Indenture");

WHEREAS, pursuant to a series of mergers, each occurring on October 1, 2024 (collectively, the "Merger Transactions"), (i) Hulk Merger Sub, Inc. ("Merger Sub Inc."), a Delaware corporation and a wholly owned subsidiary of Chesapeake Energy Corporation, an Oklahoma corporation ("Chesapeake"), was merged with and into the Original Issuer, with the Original Issuer continuing as the surviving corporation (the "First Merger"); (ii) immediately following the First Merger, the surviving corporation was merged with and into Hulk LLC Sub, LLC ("Merger Sub LLC"), a Delaware limited liability company and a wholly owned subsidiary of Chesapeake, with Merger Sub LLC continuing as the surviving entity and a direct, wholly owned subsidiary of Chesapeake (the "Second Merger"); and (iii) immediately following the Second Merger, Merger Sub LLC was merged with and into the New Issuer with the New Issuer continuing as the surviving entity (the "Third Merger");

WHEREAS, the New Issuer is successor in interest to Merger Sub Inc. and Merger Sub LLC;

WHEREAS, effective upon the Second Merger and until completion of the Third Merger, Merger Sub LLC assumed the Original Issuer's obligations under the Notes and the Indenture;

WHEREAS, effective upon the Third Merger, the New Issuer assumed the Original Issuer's obligations under the Notes and the Indenture;

WHEREAS, Section 4.01 of the Base Indenture provides that the Original Issuer may, among other things, merge with another Person if, among other things, the surviving entity (if not the Original Issuer) expressly assumes by supplemental indenture the due and punctual payment of the principal of and interest, if any, on all the Notes and the performance or observance of every covenant of the Indenture of the part of the Original Issuer to be performed or observed;

WHEREAS, Section 10.01(ii) of the Base Indenture provides that, without the consent of any Holders, the Indenture may be amended or supplemented to provide for compliance with Article IV of the Base Indenture or any supplemental indenture governing a series of notes issued thereunder;

WHEREAS, in connection with the Merger Transactions, the parties hereto desire to enter into this Supplemental Indenture to evidence the assumption by the New Issuer of the due and punctual payment of the principal of and interest, if any, on all the 2030 Notes and the performance or observance of every covenant of the Indenture of the part of the Original Issuer to be performed or observed;

WHEREAS, the Indenture, pursuant to Section 5.03 of the First Supplemental Indenture, provides that the New Issuer shall execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantors shall unconditionally guarantee all obligations under the 2030 Notes and the Indenture on the terms and conditions set forth herein and under the Indenture;

WHEREAS, pursuant to Section 10.06 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture; and

WHEREAS, each of the New Issuer, the Original Issuer and the New Guarantors have been duly authorized to enter into this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Assumption of the Obligations. Merger Sub LLC and the New Issuer hereby (x) agree, as of the date hereof, to assume, to be bound by and to be liable, as a primary obligor and not as a guarantor or surety, with respect to, any and all Obligations under the Indenture and the 2030 Notes on the terms and subject to the conditions set forth in the Indenture and all other obligations of the Original Issuer under the Indenture and the 2030 Notes as if it were the Original Issuer thereunder (so that from and after the date hereof, the provisions of the Indenture and the 2030 Notes referring to the Original Issuer (referred to as the "Company" in the Indenture) shall instead refer to the New Issuer) and (y) assume the due and punctual payment of the principal of and interest, if any, on all the Notes and the performance or observance of every covenant of the Indenture of the part of the Original Issuer to be performed or observed.

(3) Agreement to Guarantee. Each New Guarantor acknowledges that it has received and reviewed a copy of the Indenture and all other documents it deems necessary to review in order to enter into this Supplemental Indenture and (i) hereby joins and becomes a party to the Indenture as indicated by its signature below as a Guarantor and (ii) acknowledges and agrees to (x) be bound by the Indenture as a Guarantor and (y) perform all obligations and duties required of a Guarantor pursuant to the Indenture. Each New Guarantor hereby fully, unconditionally and absolutely guarantees all of the Company's obligations under the 2030 Notes and the Indenture (but only with respect to the Notes, and not with respect to any other series of Securities) on the terms and subject to the conditions set forth in the Indenture, including without limitation in Article XI of the Base Indenture and Article VII of the First Supplemental Indenture and shall be deemed to be a Security Guarantor with respect to the Notes for all purposes under the Indenture.

(4) No Recourse Against Others. An incorporator, director, officer, employee, stockholder or controlling Person, as such, of the Company or any Guaranteeing Subsidiary shall not have any liability for any obligations of the Company under the 2030 Notes, the Indenture, this Supplemental Indenture or any Security Guarantee or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the 2030 Notes.

(5) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(6) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. This Supplemental Indenture may be executed in multiple counterparts, which, when taken together, shall constitute one instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic (by '.pdf' or other format) transmissions shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronically (by '.pdf' or other format) shall be deemed to be their original signatures for all purposes.

(7) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(8) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Issuer and each New Guarantor.

All of the provisions contained in the Indenture in respect of the duties, rights, privileges, immunities, powers and obligations of the Trustee set forth in the Indenture, as heretofore amended and supplemented, shall be applicable in respect of the 2030 Notes and this Supplemental Indenture.

(9) Benefits Acknowledged. Upon execution and delivery of this Supplemental Indenture, the New Issuer and each New Guarantor will be subject to the terms and conditions set forth in the Indenture. The New Issuer and each New Guarantor acknowledges that they will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that their obligations as a result of this Supplemental Indenture are knowingly made in contemplation of such benefits.

(10) Successors. All agreements of the New Issuer and each New Guarantor in this Supplemental Indenture shall bind their respective successors, except as otherwise provided in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

(11) Adoption, Ratification and Confirmation. The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

NEW ISSUER:

EXPAND ENERGY CORPORATION, as New Issuer and Obligor

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Seventh Supplemental Indenture]

NEW GUARANTORS:
Directors:

BRIX FEDERAL LEASING CORPORATION
CHESAPEAKE NG VENTURES CORPORATION
WINTER MOON ENERGY CORPORATION

By: /s/ Chris Lacy
Name: Chris Lacy
Title: Director

Managers:

CHESAPEAKE EXPLORATION, L.L.C.
CHESAPEAKE ROYALTY, L.L.C.
MC MINERAL COMPANY, L.L.C.
By: Chesapeake E&P Holding, L.L.C.,
Manager

CHESAPEAKE APPALACHIA, L.L.C.
CHESAPEAKE E&P HOLDING, L.L.C.
CHESAPEAKE ENERGY LOUISIANA, LLC
CHESAPEAKE ENERGY MARKETING, L.L.C.
CHESAPEAKE OPERATING, L.L.C.
VINE OIL & GAS PARENT GP LLC
By: Chesapeake Energy Corporation,
Manager

EMPRESS, L.L.C.
GSF, L.L.C.
MC LOUISIANA MINERALS, L.L.C.
By: Chesapeake Energy Louisiana, LLC, Manager

CHESAPEAKE AEZ EXPLORATION, L.L.C.

CHESAPEAKE-CLEMENTS ACQUISITION, L.L.C.
By: Chesapeake Exploration, L.L.C., Manager

CHESAPEAKE PLAINS, LLC
By: Chesapeake Louisiana, L.P., Manager

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

CHESAPEAKE LOUISIANA, L.P.
By: Chesapeake Operating, L.L.C., General Partner

CHESAPEAKE LAND DEVELOPMENT COMPANY, L.L.C.
CHESAPEAKE MIDSTREAM DEVELOPMENT, L.L.C.
CHESAPEAKE VRT, L.L.C.
COMPASS MANUFACTURING, L.L.C.
By: Chesapeake Operating, L.L.C., Manager

CYPRESS EXPLORATION & DEVELOPMENT LLC
By: Cypress E&D Holdings, LP, Manager

By: Chesapeake Appalachia, L.L.C., General Partner

CYPRESS E&D HOLDINGS, LP
By: Chesapeake Appalachia, L.L.C., General Partner

CYPRESS OIL & GAS LLC
By: Cypress Exploration & Development, LLC, Manager

[Signature Page to Seventh Supplemental Indenture]

EMLP, L.L.C.
By: Empress, L.L.C., Manager

EMPRESS LOUISIANA PROPERTIES, L.P.
By: Empress, L.L.C., General Partner

RIVIERA 2000 PA, LLC
TWIN HILLS MARCELLUS, LLC
By: Chesapeake Appalachia, L.L.C., Manager

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

Managing Members:

BRIX OPERATING LLC
By: Brix Oil & Gas Holdings LP, Member
By: Brix Oil & Gas Holdings GP LLC, General Partner

BRIX OIL & GAS HOLDINGS LP
By: Brix Oil & Gas Holdings GP LLC, General Partner

CHK UTICA, L.L.C.
By: Chesapeake Exploration, L.L.C., Member

VINE MANAGEMENT SERVICES LLC
VINE MINERALS LLC
CHESAPEAKE MINERALS LLC
By: Vine Energy Operating LP, Member
By: Vine Oil & Gas GP LLC, General Partner

VINE OIL & GAS GP LLC
VINE ENERGY OPERATING LP
BRIX OIL & GAS HOLDINGS GP LLC
By: Vine Oil & Gas Parent LP, Member
By: Vine Oil & Gas Parent GP LLC, General Partner

VINE OIL & GAS Parent LP
By: Vine Oil & Gas Parent GP LLC, General Partner

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Seventh Supplemental Indenture]

TRUSTEE:

Regions Bank, as Trustee

By: /s/ Shawn Bednasek
Name: Shawn Bednasek
Title: Senior Vice President

[Signature Page to Seventh Supplemental Indenture]

Exhibit 4.29

EIGHTH SUPPLEMENTAL INDENTURE
TO
BASE INDENTURE DATED AUGUST 30, 2021
SOUTHWESTERN ENERGY COMPANY 4.750% SENIOR NOTES DUE 2032

Eighth Supplemental Indenture (this "Supplemental Indenture"), dated as of October 1, 2024, among (a) Expand Energy Corporation, an Oklahoma corporation (the "New Issuer"), (b) each of the entities listed on the signature pages hereto as a "New Guarantor," and collectively, the "New Guarantors" and (d) Regions Bank, as trustee (the "Trustee").

W I T N E S S E T H

WHEREAS, Southwestern Energy Company, a Delaware corporation (the "Original Issuer") has heretofore executed and delivered to the Trustee a base indenture dated as of August 30, 2021 (the "Base Indenture"), as supplemented by that certain: Fourth Supplemental Indenture dated as of December 22, 2021 (the "Fourth Supplemental Indenture") (governing the issuance of the Original Issuer's 4.750% Senior Notes Due 2032 (the "2032 Notes")) and the Fifth Supplemental Indenture dated as of January 4, 2022 (adding an additional guarantor) (the Base Indenture as supplemented by the foregoing supplemental indentures, the "Indenture");

WHEREAS, pursuant to a series of mergers, each occurring on October 1, 2024 (collectively, the "Merger Transactions"), (i) Hulk Merger Sub, Inc. ("Merger Sub Inc."), a Delaware corporation and a wholly owned subsidiary of Chesapeake Energy Corporation, an Oklahoma corporation ("Chesapeake"), was merged with and into the Original Issuer, with the Original Issuer continuing as the surviving corporation (the "First Merger"); (ii) immediately following the First Merger, the surviving corporation was merged with and into Hulk LLC Sub, LLC ("Merger Sub LLC"), a Delaware limited liability company and a wholly owned subsidiary of Chesapeake, with Merger Sub LLC continuing as the surviving entity and a direct, wholly owned subsidiary of Chesapeake (the "Second Merger"); and (iii) immediately following the Second Merger, Merger Sub LLC was merged with and into the New Issuer with the New Issuer continuing as the surviving entity (the "Third Merger");

WHEREAS, the New Issuer is successor in interest to Merger Sub Inc. and Merger Sub LLC;

WHEREAS, effective upon the Second Merger and until completion of the Third Merger, Merger Sub LLC assumed the Original Issuer's obligations under the Notes and the Indenture;

WHEREAS, effective upon the Third Merger, the New Issuer assumed the Original Issuer's obligations under the Notes and the Indenture;

WHEREAS, Section 4.01 of the Base Indenture provides that the Original Issuer may, among other things, merge with another Person if, among other things, the surviving entity (if not the Original Issuer) expressly assumes by supplemental indenture the due and punctual payment of the principal of and interest, if any, on all the Notes and the performance or observance of every covenant of the Indenture of the part of the Original Issuer to be performed or observed;

WHEREAS, Section 10.01(ii) of the Base Indenture provides that, without the consent of any Holders, the Indenture may be amended or supplemented to provide for compliance with Article IV of the Base Indenture or any supplemental indenture governing a series of notes issued thereunder;

WHEREAS, in connection with the Merger Transactions, the parties hereto desire to enter into this Supplemental Indenture to evidence the assumption by the New Issuer of the due and punctual payment of the principal of and interest, if any, on all the 2032 Notes and the performance or observance of every covenant of the Indenture of the part of the Original Issuer to be performed or observed;;

WHEREAS, the Indenture, pursuant to Section 5.03 of the Fourth Supplemental Indenture, provides that the New Issuer shall execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantors shall unconditionally guarantee all obligations under the 2032 Notes and the Indenture on the terms and conditions set forth herein and under the Indenture;

WHEREAS, pursuant to Section 10.06 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture; and

WHEREAS, each of the New Issuer, the Original Issuer and the New Guarantors have been duly authorized to enter into this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Assumption of the Obligations. Merger Sub LLC and the New Issuer hereby (x) agree, as of the date hereof, to assume, to be bound by and to be liable, as a primary obligor and not as a guarantor or surety, with respect to, any and all Obligations under the Indenture and the 2032 Notes on the terms and subject to the conditions set forth in the Indenture and all other obligations of the Original Issuer under the Indenture and the 2025 Notes as if it were the Original Issuer thereunder (so that from and after the date hereof, the provisions of the Indenture and the 2032 Notes referring to the Original Issuer (referred to as the "Company" in the Indenture) shall instead refer to the New Issuer) and (y) assume the due and punctual payment of the principal of and interest, if any, on all the Notes and the performance or observance of every covenant of the Indenture of the part of the Original Issuer to be performed or observed.

(3) Agreement to Guarantee. Each New Guarantor acknowledges that it has received and reviewed a copy of the Indenture and all other documents it deems necessary to review in order to enter into this Supplemental Indenture and (i) hereby joins and becomes a party to the Indenture as indicated by its signature below as a Guarantor and (ii) acknowledges and agrees to (x) be bound by the Indenture as a Guarantor and (y) perform all obligations and duties required of a Guarantor pursuant to the Indenture. Each New Guarantor hereby fully, unconditionally and absolutely guarantees all of the Company's obligations under the 2032 Notes and the Indenture (but only with respect to the Notes, and not with respect to any other series of Securities) on the terms and subject to the conditions set forth in the Indenture, including without limitation in Article XI of the Base Indenture and Article VII of the Fourth Supplemental Indenture and shall be deemed to be a Security Guarantor with respect to the Notes for all purposes under the Indenture.

(4) No Recourse Against Others. An incorporator, director, officer, employee, stockholder or controlling Person, as such, of the Company or any Guaranteeing Subsidiary shall not have any liability for any obligations of the Company under the 2032 Notes, the Indenture, this Supplemental Indenture or any Security Guarantee or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the 2032 Notes.

(5) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(6) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. This Supplemental Indenture may be executed in multiple counterparts, which, when taken together, shall constitute one instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic (by '.pdf' or other format) transmissions shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronically (by '.pdf' or other format) shall be deemed to be their original signatures for all purposes.

(7) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(8) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Issuer and each New Guarantor.

All of the provisions contained in the Indenture in respect of the duties, rights, privileges, immunities, powers and obligations of the Trustee set forth in the Indenture, as heretofore amended and supplemented, shall be applicable in respect of the 2032 Notes and this Supplemental Indenture.

(9) Benefits Acknowledged. Upon execution and delivery of this Supplemental Indenture, the New Issuer and each New Guarantor will be subject to the terms and conditions set forth in the Indenture. The New Issuer and each New Guarantor acknowledges that they will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that their obligations as a result of this Supplemental Indenture are knowingly made in contemplation of such benefits.

(10) Successors. All agreements of the New Issuer and each New Guarantor in this Supplemental Indenture shall bind their respective successors, except as otherwise provided in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

(11) Adoption, Ratification and Confirmation. The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

NEW ISSUER:

Expand Energy Corporation, as New Issuer and Obligor

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Eighth Supplemental Indenture]

NEW GUARANTORS:
Directors:

BRIX FEDERAL LEASING CORPORATION
CHESAPEAKE NG VENTURES CORPORATION
WINTER MOON ENERGY CORPORATION

By: /s/ Chris Lacy
Name: Chris Lacy
Title: Director

Managers:

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

By: Chesapeake E&P Holding, L.L.C., Manager

CHESAPEAKE APPALACHIA, L.L.C.
CHESAPEAKE E&P HOLDING, L.L.C.
CHESAPEAKE ENERGY LOUISIANA, LLC
CHESAPEAKE ENERGY MARKETING, L.L.C.
CHESAPEAKE OPERATING, L.L.C.
VINE OIL & GAS PARENT GP LLC
By: Chesapeake Energy Corporation, Manager

EMPRESS, L.L.C.
GSF, L.L.C.
MC LOUISIANA MINERALS, L.L.C.
By: Chesapeake Energy Louisiana, LLC, Manager

CHESAPEAKE AEZ EXPLORATION, L.L.C.

CHESAPEAKE-CLEMENTS ACQUISITION, L.L.C.
By: Chesapeake Exploration, L.L.C., Manager

CHESAPEAKE PLAINS, LLC
By: Chesapeake Louisiana, L.P., Manager
By: Chesapeake Operating, L.L.C., General Partner

CHESAPEAKE LOUISIANA, L.P.
By: Chesapeake Operating, L.L.C., General Partner

CHESAPEAKE LAND DEVELOPMENT
COMPANY, L.L.C.
CHESAPEAKE MIDSTREAM DEVELOPMENT, L.L.C.
CHESAPEAKE VRT, L.L.C.
COMPASS MANUFACTURING, L.L.C.
By: Chesapeake Operating, L.L.C., Manager

CYPRESS EXPLORATION & DEVELOPMENT LLC
By: Cypress E&D Holdings, LP, Manager
By: Chesapeake Appalachia, L.L.C., General Partner

CYPRESS E&D HOLDINGS, LP
By: Chesapeake Appalachia, L.L.C., General Partner

CYPRESS OIL & GAS LLC
By: Cypress Exploration & Development, LLC, Manager

[Signature Page to Eighth Supplemental Indenture]

EMLP, L.L.C.
By: Empress, L.L.C., Manager

EMPRESS LOUISIANA PROPERTIES, L.P.
By: Empress, L.L.C., General Partner

RIVIERA 2000 PA, LLC
TWIN HILLS MARCELLUS, LLC
By: Chesapeake Appalachia, L.L.C., Manager

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

Managing Members:

BRIX OPERATING LLC
By: Brix Oil & Gas Holdings LP, Member
By: Brix Oil & Gas Holdings GP LLC, General Partner

BRIX OIL & GAS HOLDINGS LP
By: Brix Oil & Gas Holdings GP LLC, General Partner

CHK UTICA, L.L.C.
By: Chesapeake Exploration, L.L.C., Member

VINE MANAGEMENT SERVICES LLC
VINE MINERALS LLC
CHESAPEAKE MINERALS LLC
By: Vine Energy Operating LP, Member
By: Vine Oil & Gas GP LLC, General Partner

VINE OIL & GAS GP LLC
VINE ENERGY OPERATING LP
BRIX OIL & GAS HOLDINGS GP LLC
By: Vine Oil & Gas Parent LP, Member
By: Vine Oil & Gas Parent GP LLC, General Partner

VINE OIL & GAS Parent LP
By: Vine Oil & Gas Parent GP LLC, General Partner

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Eighth Supplemental Indenture]

TRUSTEE:

Regions Bank, as Trustee

By: /s/ Shawn Bednasek
Name: Shawn Bednasek
Title: Senior Vice President

[Signature Page to Eighth Supplemental Indenture]

Exhibit 4.33

THIRD SUPPLEMENTAL INDENTURE
TO
BASE INDENTURE DATED FEBRUARY 5, 2021
EXPAND ENERGY CORPORATION

Third Supplemental Indenture (this "Supplemental Indenture"), dated as of October 1, 2024, among Expand Energy Corporation , an Oklahoma corporation (the "New Issuer"), each of the entities listed on the signature pages hereto as "New Guarantors" (each, "New Subsidiary" or "New Guarantor") and Deutsche Bank Trust Company Americas, as trustee (in such capacity, the "Trustee").

W I T N E S S E T H

WHEREAS, Chesapeake Escrow Issuer LLC (the "Escrow Issuer") has heretofore executed and delivered to the Trustee a base indenture (the "Base Indenture"), dated as of February 5, 2021, providing for the issuance of 5.500% Senior Notes due 2026 (the "2026 Notes") and of 5.875% Senior Notes due 2029 (the "2029 Notes" and, together with the 2026 Notes, the "Notes"), as supplemented by that certain: First Supplemental Indenture dated as of February 9, 2021 (governing the merger of the Escrow Issuer and the Chesapeake Energy Corporation (the "Original Issuer")) and Second Supplemental Indenture dated as of November 2, 2021 (adding additional guarantors) (the Base Indenture as supplemented by the foregoing supplemental indentures, the "Indenture");

WHEREAS, the Escrow Issuer has merged with and into the Original Issuer, with the Original Issuer as the surviving corporation and the Escrow Issuer and the Original Issuer have entered into a First Supplemental Indenture dated as of February 9, 2021 to evidence the assumption by the Original Issuer of all the payment and other obligations of the Escrow Issuer under the Notes and the Indenture on the Completion Date;

WHEREAS, on October 1, 2024, Southwestern Energy Company, a Delaware corporation, has merged with and into the Original Issuer, with the New Issuer as the surviving corporation.

WHEREAS, the parties hereto desire to enter into this Third Supplemental Indenture to incorporate the New Subsidiaries as guarantors pursuant Section 10.04 of the Indenture.

WHEREAS, the Indenture provides that the New Issuer shall execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantors shall unconditionally guarantee all of the New Issuer's Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the "Guarantee");

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture; and

WHEREAS, each of the New Issuer and the New Guarantors have been duly authorized to enter into this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Issuer , the New Guarantors, and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Agreement to Guarantee. Each New Guarantor acknowledges that it has received and reviewed a copy of the Indenture and all other documents it deems necessary to review in order to enter into this Supplemental Indenture and (i) hereby joins and becomes a party to the Indenture as indicated by its signature below as a Guarantor and (ii) acknowledges and agrees to (x) be bound by the Indenture as a Guarantor and (y) perform all obligations and duties required of a Guarantor pursuant to the Indenture.

(3) No Recourse Against Others. No director, manager, officer, member, partner, employee, incorporator or other owner of Capital Stock of the New Issuer or any Guarantor, as such, will have any liability for any obligations of the New Issuer or the Guarantors under the Notes, the Indenture, the Note Guarantees with respect to the Notes or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

(4) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(5) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. This Supplemental Indenture may be executed in multiple counterparts, which, when taken together, shall constitute one instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic (by '.pdf' or other format) transmissions shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronically (by '.pdf' or other format) shall be deemed to be their original signatures for all purposes.

(6) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(7) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Issuer and each New Guarantor.

(8) Benefits Acknowledged. Upon execution and delivery of this Supplemental Indenture, the New Issuer remains and each New Guarantor will be subject to the terms and conditions set forth in the Indenture. The New Issuer and each New Guarantor acknowledges that they will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that their obligations as a result of this Supplemental Indenture are knowingly made in contemplation of such benefits.

[Signature page to CHK Third Supplemental Indenture]

(9) Successors. All agreements of the New Issuer and each New Guarantor in this Supplemental Indenture shall bind their respective successors, except as otherwise provided in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

ISSUER:

EXPAND ENERGY CORPORATION,
as Issuer and Obligor

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

[Signature page to CHK Third Supplemental Indenture]

NEW GUARANTORS:

A.W. REALTY COMPANY, LLC
ANGELINA GATHERING COMPANY, L.L.C.
SWN DRILLING COMPANY, LLC
SWN E & P SERVICES, LLC
SWN ENERGY SERVICES COMPANY, LLC
SWN INTERNATIONAL, LLC
SWN MIDSTREAM SERVICES COMPANY, LLC
SWN PRODUCTION COMPANY, LLC
SWN PRODUCTION (LOUISIANA), LLC
SWN WATER RESOURCES COMPANY, LLC
SWN WELL SERVICES, LLC

By: /s/ Chris Lacy
Name: Chris Lacy
Title: Executive Vice President, General Counsel and Corporate Secretary

[Signature page to CHK Third Supplemental Indenture]

TRUSTEE:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: /s/ Chris Niesz
Name: Chris Niesz
Title: Director

By: /s/ Sebastian Hidalgo
Name: Sebastian Hidalgo
Title: Assistant Vice President

[Signature page to CHK Third Supplemental Indenture]

Exhibit 4.36

FIFTH SUPPLEMENTAL INDENTURE

TO

INDENTURE DATED APRIL 7, 2021

EXPAND ENERGY CORPORATION

Fifth Supplemental Indenture (this "Supplemental Indenture"), dated as of October 1, 2024, among Expand Energy Corporation, an Oklahoma corporation formerly known as Chesapeake Energy Corporation (the "New Issuer"), each of the entities listed on the signature pages hereto as "New Guarantors" (each, a "New Guarantor") and Wilmington Trust, National Association, a national banking association, as trustee (in such capacity, the "Trustee").

W I T N E S S E T H

WHEREAS, Chesapeake Energy Corporation ("Chesapeake" or the "Existing Issuer"), an Oklahoma corporation (as successor to Vine Energy Holdings LLC, a Delaware limited liability company), has heretofore executed and delivered to the Trustee an indenture dated as of April 7, 2021 (as amended, supplemented or modified from time to time, the "Indenture"), providing for the issuance of an unlimited aggregate principal amount of 6.750% Senior Notes due 2029 (the "2029 Notes");

WHEREAS, pursuant to a series of mergers, each occurring on October 1, 2024 (collectively, the "Merger Transactions"), (i) Hulk Merger Sub, Inc. ("Merger Sub Inc."), a Delaware corporation and a wholly owned subsidiary of Chesapeake, was merged with and into Southwestern Energy Company, a Delaware corporation ("Southwestern"), with Southwestern continuing as the surviving corporation (the "First Merger"); (ii) immediately following the First Merger, the surviving corporation was merged with and into Hulk LLC Sub, LLC ("Merger Sub LLC"), a Delaware limited liability company and a wholly owned subsidiary of Chesapeake, with Merger Sub LLC continuing as the surviving entity and a direct, wholly owned subsidiary of Chesapeake (the "Second Merger"); and (iii) immediately following the Second Merger, Merger Sub LLC was merged with and into the New Issuer with the New Issuer continuing as the surviving entity (the "Third Merger");

WHEREAS, as a result of the Merger Transactions, each of the New Guarantors are wholly-owned indirect subsidiaries of the New Issuer and desires to guarantee the Obligations of the New Issuer under the Indenture and the 2029 Notes;

WHEREAS, the Indenture provides that the New Issuer shall execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantors shall unconditionally guarantee all of the New Issuer's Obligations under the 2029 Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (each, a "Guarantee");

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture; and

WHEREAS, each of the New Issuer and the New Guarantors have been duly authorized to enter into this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Issuer, the New Guarantors, and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Agreement to Guarantee. Each New Guarantor acknowledges that it has received and reviewed a copy of the Indenture and all other documents it deems necessary to review in order to enter into this Supplemental Indenture and (i) hereby joins and becomes a party to the Indenture as indicated by its signature below as a Guarantor and (ii) acknowledges and agrees to (x) be bound by the Indenture as a Guarantor and (y) perform all obligations and duties required of a Guarantor pursuant to the Indenture. Each New Guarantor agrees, on a joint and several basis, with the existing Guarantors, to unconditionally and irrevocably guarantee, on an unsecured basis, to each Holder of the 2029 Notes and the Trustee, the 2029 Notes and the Obligations of the New Issuer pursuant to Article X of the Indenture.

(3) No Recourse Against Others. No past, present or future director, officer, employee, incorporator, member, partner or equity holder of the New Issuer or any Guarantor or any Parent Company will have any liability for any obligations of the New Issuer or the Guarantors under the 2029 Notes, the Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the 2029 Notes.

(4) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(5) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. This Supplemental Indenture may be executed in multiple counterparts, which, when taken together, shall constitute one instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic (by '.pdf" or other format) transmissions shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronically (by '.pdf" or other format) shall be deemed to be their original signatures for all purposes.

(6) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(7) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Issuer and each New Guarantor.

(8) Benefits Acknowledged. Upon execution and delivery of this Supplemental Indenture, the New Issuer remains and each New Guarantor will be subject to the terms and conditions set forth in the Indenture. The New Issuer and each New Guarantor acknowledges that they will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that their obligations as a result of this Supplemental Indenture are knowingly made in contemplation of such benefits.

(9) Successors. All agreements of the New Issuer and each New Guarantor in this Supplemental Indenture shall bind their respective successors, except as otherwise provided in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

NEW ISSUER:

EXPAND ENERGY CORPORATION,
as Issuer and Obligor

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

[Signature page to CHK Fifth Supplemental Indenture]

NEW GUARANTORS:

A.W. REALTY COMPANY, LLC
ANGELINA GATHERING COMPANY, L.L.C.
SWN DRILLING COMPANY, LLC
SWN E & P SERVICES, LLC
SWN ENERGY SERVICES COMPANY, LLC
SWN INTERNATIONAL, LLC
SWN MIDSTREAM SERVICES COMPANY, LLC
SWN PRODUCTION COMPANY, LLC
SWN PRODUCTION (LOUISIANA), LLC
SWN WATER RESOURCES COMPANY, LLC
SWN WELL SERVICES, LLC

By: /s/ Mohit Singh
Name: Mohit Singh
Title: Executive Vice President and Chief Financial Officer

[Signature page to CHK Fifth Supplemental Indenture]

TRUSTEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: /s/ Quinton M. DePompolo
Name: Quinton M. DePompolo
Title: Assistant Vice President

[Signature page to CHK Fifth Supplemental Indenture]

Exhibit 99.1

NEWS RELEASE

Chesapeake Energy and Southwestern Energy
Complete Merger and Provide Third Quarter Earnings Conference Call Information,
Company Rebranded as Expand Energy

OKLAHOMA CITY, October 1, 2024 – Chesapeake Energy Corporation (NASDAQ: CHK) and Southwestern Energy Company (NYSE: SWN) today closed on their previously announced combination. The combined company has been rebranded as Expand Energy Corporation. Expand Energy's common stock will commence public trading on the NASDAQ under the ticker "EXE" at the open of trading on October 2, 2024, and will continue to trade today under the symbol "CHK".

"As America's largest natural gas producer and a top producer globally, Expand Energy is built to disrupt the industry's traditional cost and market delivery model," said Nick Dell'Osso, Expand Energy's President and Chief Executive Officer. "Behind our advantaged portfolio, peer-leading returns program and resilient financial foundation, we are poised to capture the significant synergies provided by this powerful combination. We will expand opportunity for shareholders and consumers alike by enhancing margins and reaching more markets, reducing the overall cost of energy. The world needs more energy, and our team is committed to sustainably delivering it to consumers."

In connection with its rebranding, Expand Energy launched a new website, which can be found at www.expandenergy.com.

The company will release its 2024 third quarter operational and financial results as well as provide certain preliminary information regarding its 2025 capital and operational plan after market close on October 29, 2024. A conference call to discuss the results and preliminary 2025 plan has been scheduled for October 30, 2024 at 9:00 a.m. EDT. Participants can view the live webcast here. Participants who would like to ask a question, can register here, and will receive the dial-in info and a unique PIN to join the call. Links to the conference call will be provided on Expand Energy's website. A replay will be available on the website following the call.

About Expand Energy
Expand Energy Corporation (NASDAQ: EXE) is the largest independent natural gas producer in the United States, powered by dedicated and innovative employees focused on disrupting the industry's traditional cost and market delivery model to responsibly develop assets in the nation's most prolific natural gas basins. Expand Energy's returns-driven strategy strives to create sustainable value for its stakeholders by leveraging its scale, financial strength and operational execution. Expand Energy is committed to expanding America's energy reach to fuel a more affordable, reliable, lower carbon future.

Forward-Looking Statements
This press release contains "forward-looking statements" within the meaning of the federal securities laws. Forward-looking statements may be identified by words such as "anticipates," "believes," "cause," "continue," "could," "depend," "develop," "estimates," "expects," "forecasts," "goal," "guidance," "have," "impact," "implement," "increase," "intends," "lead," "maintain," "may," "might," "plans," "potential," "possible," "projected," "reduce," "remain," "result," "scheduled," "seek," "should," "will," "would" and other similar words or expressions. The absence of such words or expressions does not necessarily mean the statements are not forward-looking. Forward-looking statements are not statements of historical fact and reflect the current views of Expand Energy. These forward-looking statements include, but are not limited to, Expand Energy's operations, strategies and plans, synergies and anticipated future performance. Although we believe our forward-looking statements are reasonable, statements made regarding future results are not guarantees of future performance and are subject to numerous assumptions, uncertainties and risks that are difficult to predict. Forward-looking statements are based on current expectations, estimates and assumptions that involve a number of risks and uncertainties that could cause actual results to differ materially from those projected.

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Actual outcomes and results may differ materially from the results stated or implied in the forward-looking statements included in this press release due to a number of factors, including, but not limited to: the risk that the business combination could have an adverse effect on the ability of Expand Energy to retain and hire key personnel, on the ability of Expand Energy to attract third-party customers and maintain its relationships with derivatives counterparties and on Expand Energy's operating results and businesses generally; the risk that problems may arise in successfully integrating the businesses of the companies, which may result in Expand Energy not operating as effectively and efficiently as expected; the risk of any unexpected costs or expenses resulting from the business combination; the outcome of existing litigation and the risk of any further litigation relating to the business combination; the risk that Expand Energy may be unable to achieve synergies or other anticipated benefits of the business combination or it may take longer than expected to achieve those synergies or benefits and other important factors that could cause actual results to differ materially from those projected; the volatility in commodity prices for crude oil and natural gas, the presence or recoverability of estimated reserves; the ability to replace reserves; environmental risks, drilling and operating risks, including the potential liability for remedial actions or assessments under existing or future environmental regulations and litigation; exploration and development risks; the effect of future regulatory or legislative actions on Expand Energy or the industry in which it operates, including the risk of new restrictions with respect to oil and natural gas development activities; the risk that the credit ratings of Expand Energy may be different from what Expand Energy expects; the ability of management to execute its plans to meet its goals and other risks inherent in Expand Energy's business; public health crises, such as pandemics and epidemics, and any related government policies and actions; the potential disruption or interruption of Expand Energy's operations due to war, accidents, political events, civil unrest, severe weather, cyber threats, terrorist acts, or other natural or human causes beyond Expand Energy's control; and Expand Energy's ability to identify and mitigate the risks and hazards inherent in operating in the global energy industry. Other unpredictable or unknown factors not discussed in this press release could also have material adverse effects on forward-looking statements. Such factors are difficult to predict and may be beyond the control of Chesapeake Energy Corporation ("Chesapeake"), Southwestern Energy Company ("Southwestern") and Expand Energy, and may also include other risks and uncertainties including those detailed in Chesapeake's annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K that are available on Expand Energy's website at http://investors.expandenergy.com/ and on the SEC's website at http://www.sec.gov, and those detailed in Southwestern's annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K that are available on the SEC's website at http://www.sec.gov. Forward-looking statements are based on the estimates and opinions of management at the time the statements are made. Expand Energy undertakes no obligation to publicly correct or update the forward-looking statements in this press release, in other documents, or on their respective websites to reflect new information, future events or otherwise, except as required by applicable law. All such statements are expressly qualified by this cautionary statement. Readers are cautioned not to place undue reliance on these forward-looking statements that speak only as of the date hereof.