

## PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

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COUNTIES OF Chaves &amp; Eddy

THAT WHEREAS, **BOLD Energy, LP**, whose address is 415 W. Wall Street, Suite 500, Midland, Texas 79701 (hereinafter referred to as "Assignor") is the owner of all or an undivided interest in and to the Oil, Gas and Mineral Leases described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Subject Leases").

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY, subject to the reservations, conditions and limitations hereinafter set forth, all of Assignor's right, title, and interest, in and to the Subject Leases and rights thereunder to **Cimarex Energy Co.** (hereinafter referred to as "Assignee"), whose address is 508 W. Wall Street, Suite 600, Midland, Texas 79701.

PROVIDED, HOWEVER, INSOFAR AND ONLY INSOFAR as to the Subject Lease described as State Lease VO 8072 on Exhibit "A", and pursuant to the hereinafter described Lease Acquisition Agreement, Assignor hereby expressly reserves unto itself, its successors and assigns, an overriding royalty interest in the oil, gas, liquid hydrocarbons and other minerals that may be produced, saved and marketed from or attributable to such Subject Lease, whether such production be from the lands covered thereby or from lands now or hereafter pooled or unitized therewith, which is equal to the positive difference, if any, between existing lease burdens and twenty percent (20%) of 8/8ths. Such share of production shall be delivered to Assignor, its successors and assigns, free and clear of all costs and expenses of development and operation, except the taxes thereon or attributable thereto.

If any of the Subject Leases covers less than the entire fee simple mineral estate in and under any of the lands covered thereby, then the overriding royalty reserved herein as to such lease or leases and, as to such lands or portion thereof, shall be reduced to the proportion thereof which the fee simple mineral estate covered by the Subject Lease bears to the entire fee simple mineral estate. Furthermore, the overriding royalty reserved herein shall be reduced to the proportion thereof which the interest hereby conveyed in such Subject Lease bears to one hundred percent (100%). If any pooling shall be authorized under the terms of the Subject Leases, as amended or as may be amended, then any pooled unit created by the lease owner(s) under the authorizations contained in the pertinent lease or leases, as amended or as may be amended, shall be binding also upon the overriding royalty reserved herein.

This assignment is made and accepted subject to all of the terms and conditions of that certain unrecorded Lease Acquisition Agreement dated September 26, 2007, by and between Assignor and Assignee herein.

TO HAVE AND TO HOLD the Subject Leases together with all and singular the rights and appurtenances thereto in anywise belonging, unto said Assignee, its successors and assigns.

This assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns, forever. This assignment is made and executed by Assignor and accepted by Assignee without warranty of title, either express or implied, except that Assignor hereby binds itself, its successors and assigns, to warrant and forever defend title to the Subject Leases against every person whomsoever lawfully claiming the Subject Leases or any part thereof, by, through or under Assignor, but not otherwise.

18

IN WITNESS WHEREOF, this Assignment has been executed to be effective the 12th day of October, 2007.

**ASSIGNOR:**  
**BOLD ENERGY, LP**  
by Bold Energy GP, LLC its General Partner,

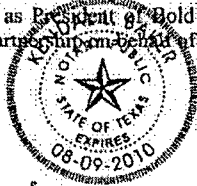
By: Joseph Castillo  
Joseph Castillo, President

**ASSIGNEE:**  
**CIMAREX ENERGY CO.**

By: Roger Alexander  
Roger Alexander, Attorney in Fact

STATE OF TEXAS §  
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COUNTY OF MIDLAND §

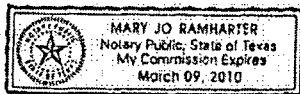
This instrument was acknowledged before me on this 12 day of October, 2007, by Joseph Castillo, as President of Bold Energy GP, LLC, General Partner of BOLD ENERGY, LP, a limited partnership, on behalf of said limited partnership.



Andal J. Baker  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 15 day of October, 2007, by Roger Alexander, as Attorney in Fact for Cimarex Energy Co., a Delaware Corporation, on behalf of said corporation.



Mary Jo Ramhart  
Notary Public, State of Texas

## EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Oil, Gas and Mineral Leases by and between Bold Energy, LP, as assignor, and Cimarex Energy Co., as assignee.

Oil, Gas and Mineral Leases

Oil and Gas Lease dated 7/1/2006 from Bogle, Ltd. Co., as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 560, Page 217, of the records of Chaves County, NM, covering the S/2 of Sec. 9, T14S, R27E

Oil and Gas Lease dated 7/1/2006 from The Trustees of Dartmouth College, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 561, Page 966, of the records of Chaves County, NM, covering the S/2 of Sec. 9, T14S, R27E.

Oil and Gas Lease dated 8/8/2007 from Bogle, Ltd. Co., as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 711, Page 1228, of the records of Eddy County, NM, covering the SWSE/4 of Sec. 1, T16S, R28E

Oil and Gas Lease dated 8/8/2007 from The Trustees of Dartmouth College, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 711, Page 1224, of the records of Eddy County, NM, covering the SWSE/4 of Sec. 1, T16S, R28E

Oil and Gas Lease dated 8/8/2007 from Mossman-Midwest Company, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 710, Page 691, of the records of Eddy County, NM, covering the SE/4 SW/4 and SWSE/4 of Sec. 1 and NW/4NE/4, NE/4 NW/4 of Sec. 12, T16S, R28E

Oil and Gas Lease dated August 1, 2007 from State of Mexico VO8072, as Lessor, to J. Bar Cane, Inc., as Lessee, unrecorded in the Chaves County records, covering the SW/4 NE/4, the W/2 NW/4, the SE/4 NW/4, SW/4 and the W/2 SE/4 of Sec. 11, T15, R31E.

Oil and Gas Lease dated August 1, 1951 from United States Department of the Interior L.C. 067768, as Lessor, to Hazel L. Gentle, as Assignee, unrecorded in the Eddy County, NM, covering the N/2 of Sec. 12, T16S, R30E, insofar as to lands limited to depths below 4000'.

Oil and Gas Lease dated 9/5/2007 from Eva Bennett, a widow dealing in her sole and separate property, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 598, Page 1435, of the records of Chaves County, NM, covering the E/2 SE/4 of Sec. 11, N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E

Oil and Gas Lease dated 9/6/2007 from The Carl T. Moore and Carolyn J. Moore Family Trust dated 1/24/1989, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 598, Page 1429, of the records of Chaves County, NM, covering the N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E

Oil and Gas Lease dated 9/5/2007 from Debra Brooker, SSP, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 600 Page 1111, of the records of Chaves County, NM, covering the N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E

Oil and Gas Lease dated 9/5/2007 from Carolyn Ann Tong, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 600 Page 177, of the records of Chaves County, NM, covering the N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E

Oil and Gas Lease dated 9/6/2007 from Mary Lou Hill, SSP, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 600 Page 156, of the records of Chaves County, NM, covering the E/2 SE/4 of Sec. 11, N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E

Oil  
11, 12, 15, 18,  
23, 24, 25, 26  
but 33 lands  
not described

Oil and Gas Lease dated 9/5/2007 from Martha McDonald, as Lessor, to Bold Energy, I.P. as Lessee, recorded in Vol. 600 Page 535, of the records of Chaves County, NM, covering the N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E #12

Oil and Gas Lease dated 8/30/2007 from Marjorie L. Smith, SSP, as Lessor, to Bold Energy, I.P. as Lessee, recorded in Vol. 598 Page 1432, of the records of Chaves County, NM, covering the E/2 SE/4 of Sec. 11, N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E #12

Oil and Gas Lease dated 9/5/2007 from Gaylord K. Walden, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 599 Page 1322, of the records of Chaves County, NM, covering N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E #26

END OF EXHIBIT

STATE OF NEW MEXICO, COUNTY OF CHAVES, ss  
FILE FOR RECORD Dec 18, 2007 at 09:12:02 o'clock AM  
Receipt No. 298828 Fee \$ 85.00 Pages 4  
Book 605 Page 851  
To Whom Returned: CIMAREX ENERGY CO.  
15 E 5TH STREET STE 1000  
TULSA OK 74103

RHODA C. COAKLEY, COUNTY CLERK

By Grace Porter Deputy



## PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTIES OF Chaves &amp; Eddy

THAT WHEREAS, **BOLD Energy, LP**, whose address is 415 W. Wall Street, Suite 500, Midland, Texas 79701 (hereinafter referred to as "Assignor") is the owner of all or an undivided interest in and to the Oil, Gas and Mineral Leases described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Subject Leases").

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY, subject to the reservations, conditions and limitations hereinafter set forth, all of Assignor's right, title, and interest, in and to the Subject Leases and rights thereunder to **Cimarex Energy Co.** (hereinafter referred to as "Assignee"), whose address is 508 W. Wall Street, Suite 600, Midland, Texas 79701.

PROVIDED, HOWEVER, INSOFAR AND ONLY INSOFAR as to the Subject Lease described as State Lease VO 8072 on Exhibit "A", and pursuant to the hereinafter described Lease Acquisition Agreement, Assignor hereby expressly reserves unto itself, its successors and assigns, an overriding royalty interest in the oil, gas, liquid hydrocarbons and other minerals that may be produced, saved and marketed from or attributable to such Subject Lease, whether such production be from the lands covered thereby or from lands now or hereafter pooled or unitized therewith, which is equal to the positive difference, if any, between existing lease burdens and twenty percent (20%) of 8/8ths. Such share of production shall be delivered to Assignor, its successors and assigns, free and clear of all costs and expenses of development and operation, except the taxes thereon or attributable thereto.

If any of the Subject Leases covers less than the entire fee simple mineral estate in and under any of the lands covered thereby, then the overriding royalty reserved herein as to such lease or leases and, as to such lands or portion thereof, shall be reduced to the proportion thereof which the fee simple mineral estate covered by the Subject Lease bears to the entire fee simple mineral estate. Furthermore, the overriding royalty reserved herein shall be reduced to the proportion thereof which the interest hereby conveyed in such Subject Lease bears to one hundred percent (100%). If any pooling shall be authorized under the terms of the Subject Leases, as amended or as may be amended, then any pooled unit created by the lease owner(s) under the authorizations contained in the pertinent lease or leases, as amended or as may be amended, shall be binding also upon the overriding royalty reserved herein.

This assignment is made and accepted subject to all of the terms and conditions of that certain unrecorded Lease Acquisition Agreement dated September 26, 2007, by and between Assignor and Assignee herein.

TO HAVE AND TO HOLD the Subject Leases together with all and singular the rights and appurtenances thereto in anywise belonging, unto said Assignee, its successors and assigns.

This assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns, forever. This assignment is made and executed by Assignor and accepted by Assignee without warranty of title, either express or implied, except that Assignor hereby binds itself, its successors and assigns, to warrant and forever defend title to the Subject Leases against every person whomsoever lawfully claiming the Subject Leases or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this Assignment has been executed to be effective the 22<sup>nd</sup> day of October, 2007.

**ASSIGNOR:**  
**BOLD ENERGY, LP**  
 by Bold Energy GP, LLC its General Partner,

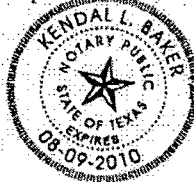
By: Joseph L. Castillo  
 Joseph Castillo, President

**ASSIGNEE:**  
**CIMAREX ENERGY CO.**

By: Roger Alexander  
 Roger Alexander, Attorney in Fact

STATE OF TEXAS §  
 COUNTY OF MIDLAND §

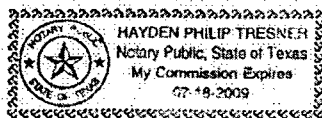
This instrument was acknowledged before me on this 22<sup>nd</sup> day of October, 2007, by Joseph Castillo, as President of Bold Energy GP, LLC, General Partner of BOLD ENERGY, LP, a limited partnership on behalf of said limited partnership.



Kendall L. Baker  
 Notary Public, State of Texas

STATE OF TEXAS §  
 COUNTY OF Midland §

This instrument was acknowledged before me on this 9 day of November, 2007, by Roger Alexander, as Attorney in Fact for Cimarex Energy Co., a Delaware Corporation, on behalf of said corporation.



Hayden Tresner  
 Notary Public, State of Texas

## EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Oil, Gas and Mineral Leases by and between Bold Energy, LP, as assignor, and Cimarex Energy Co., as assignee.

Oil, Gas and Mineral Leases

Oil and Gas Lease dated 8/30/2007 from Roger L. Hurst, dealing in his sole and separate property, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 599, Page 662, of the records of Chaves County, NM, covering the E/2 SE/4 of Sec. 11, N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E 22

Oil and Gas Lease dated 8/30/2007 from Mike W. Hurst, dealing in his sole and separate property, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 599, Page 659, of the records of Chaves County, NM, covering the E/2 SE/4 of Sec. 11, N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E 21

Oil and Gas Lease dated 9/4/2007 from Phyllis L. Lynch aka Phyllis Lynch, dealing in his sole and separate property, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 599, Page 656, of the records of Chaves County, NM, covering the E/2 SE/4 of Sec. 11, N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E 13

Oil and Gas Lease dated 9/4/2007 from Bada Merrill, dealing in his sole and separate property, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 599, Page 1319, of the records of Chaves County, NM, covering the E/2 SE/4 of Sec. 11, N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E 19

Oil and Gas Lease dated 9/4/2007 from Edward L. Barganski aka Edward Barganski, dealing in his sole and separate property, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 599, Page 1325, of the records of Chaves County, NM, covering the E/2 SE/4 of Sec. 11, N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E 20

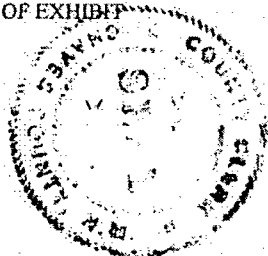
Oil and Gas Lease dated 9/17/2007 from New Mexico Boys and Girls Ranches, aka New Mexico Boys Ranch, Inc., as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 601, Page 1504, of the records of Chaves County, NM, covering the E/2 SE/4 of Sec. 11, N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E

Oil and Gas Lease dated 9/24/2007 from Lonnie D. Moore Revocable Trust dated September 4, 1996, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 600, Page 006, of the records of Chaves County, NM, covering the E/2 SE/4 of Sec. 11, N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E 16

Oil and Gas Lease dated 9/21/2007 from The Carrell H. Moore and Georgena M. Moore Trust dated May 3, 1989, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 599, Page 1633, of the records of Chaves County, NM, covering the E/2 SE/4 of Sec. 11, N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E 14

Oil and Gas Lease dated 9/20/2007 from Theodore S. Moore, dealing in his sole and separate property, as Lessor, to Bold Energy, LP, as Lessee, recorded in Vol. 600, Page 153, of the records of Chaves County, NM, covering the E/2 SE/4 of Sec. 11, N/2 and S/2 SW/4 of Sec. 12, and S/2 S/2 of Sec. 14, T15S, R31E 17

END OF EXHIBIT



STATE OF NEW MEXICO, COUNTY OF CHAVES, ss  
FILE FOR RECORD Dec 10, 2007 at 09:12:01 a'clock AM  
Receipt No. 258828 Fee \$ 53.00  
Book 605 Page 848 Pages 3  
To Whom Returned: CIMAREX ENERGY CO.  
15 E 5TH STREET STE 1000  
TULSA OK 74103

RHODA C. CORKLEY, COUNTY CLERK

B. *Grace Porter* Deputy