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A.A.P.L. FORM 610 - 1989

MODEL FORM OPERATING AGREEMENT

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NOV 29 2010
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OPERATING AGREEMENT

DATED

MAY 1, 2010,
year

OPERATOR CIMAREX ENERGY CO.

CONTRACT AREA N/2 S/2, SEC 15, T19S-R32E+

COUNTY OR PARISH OF Lea, STATE OF NEW MEXICO

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AMERICAN ASSOCIATION OF PETROLEUM
LANDMEN, 4100 FOSSIL CREEK BLVD
FORT WORTH, TEXAS, 76137, APPROVED FORM.

A.A.P.L. NO 610 - 1989

SEP 27 2011

OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between CIMAREX ENERGY CO
hereinafter designated and referred to as "Operator," and the signatory party or parties other than Operator, sometimes hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators "

WITNESSETH:

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A," and the parties hereto have reached an agreement to explore and develop these Leases and/or Oil and Gas Interests for the production of Oil and Gas to the extent and as hereinafter provided,

NOW, THEREFORE, it is agreed as follows

ARTICLE I.

DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A The term "AFE" shall mean an Authority for Expenditure prepared by a party to this agreement for the purpose of estimating the costs to be incurred in conducting an operation hereunder.

A-1 The term "Affiliate" shall mean a company, partnership, other legal entity or individual which controls, is controlled by, or which is under common control by an entity or individual which controls a party to this agreement. "Control" means the ownership directly or indirectly of more than 50% of the shares or voting rights in a company, partnership or legal entity, and, in the case of an individual, means the ability to significantly influence or direct the decision-making or activities of another.

B The term "Completion" or "Complete" shall mean a single operation intended to complete a well as a producer of Oil and Gas in one or more Zones including, but not limited to, the setting of production casing, perforating, well stimulation and production testing conducted in such operation

C The term "Contract Area" shall mean all of the lands, Oil and Gas Leases and/or Oil and Gas Interests intended to be developed and operated for Oil and Gas purposes under this agreement. Such lands, Oil and Gas Leases and Oil and Gas Interests are described in Exhibit "A "

D The term "Deepen" shall mean a single operation whereby a well is drilled to an objective Zone below the deepest Zone in which the well was previously drilled, or below the Deepest Zone proposed in the associated AFE, whichever is the lesser. "Deepen," as used in conjunction with horizontal drilling, shall mean a single operation whereby a well is drilled to a distance beyond the horizontal distance to which the well was previously drilled, or beyond the total horizontal distance proposed in the associated AFE.

E The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

F The term "Drilling Unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a Drilling Unit is not fixed by any such rule or order, a Drilling Unit shall be the drilling unit, as established by the pattern of drilling in the Contract Area unless fixed by express agreement of the Drilling Parties

G The term "Drill site" shall mean the Oil and Gas Lease or Oil and Gas Interest on which a proposed well is to be located

H The term "Initial Well" shall mean the well required to be drilled by the parties hereto as provided in Article VI A

I The term "Non-Consent Well" shall mean a well in which less than all parties have conducted an operation as provided in Article VI.B 2

J The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

K The term "Oil and Gas" shall mean oil, gas, casinghead gas, gas condensate, and/or all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated

L The term "Oil and Gas Interests" or "Interests" shall mean unleased fee and mineral interests in Oil and Gas in tracts of land lying within the Contract Area which are owned by parties to this agreement

M The terms "Oil and Gas Lease," "Lease" and "Leasehold" shall mean the oil and gas leases or interests therein covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

N The term "Plug Back" shall mean a single operation whereby a deeper Zone is abandoned in order to attempt a Completion in a shallower Zone

O The term "Recompletion" or "Recomplete" shall mean an operation whereby a Completion in one Zone is abandoned in order to attempt a Completion in a different Zone within the existing wellbore

P The term "Rework" shall mean an operation conducted in the wellbore of a well after it is Completed to secure, restore, or improve production in a Zone which is currently open to production in the wellbore. Such operations include, but are not limited to, well stimulation operations but exclude any routine repair or maintenance work or drilling, Sidetracking, Deepening, Completing, Recompleting, or Plugging Back of a well.

Q The term "Sidetrack" shall mean the directional control and intentional deviation of a well from vertical so as to change the bottom hole location unless done to straighten the hole or drill around junk in the hole to overcome other mechanical difficulties.

R The term "Zone" shall mean a stratum of earth containing or thought to contain a common accumulation of Oil and Gas separately producible from any other common accumulation of Oil and Gas. The terms "Initial Objective" or "Objective Zone", when used in conjunction with horizontal drilling, shall mean after drilling to a vertical depth of approximately 11,000 feet or a depth sufficient to test the Bone Spring Formation, whichever is less, a horizontal distance which Operator deems advisable, or as is more particularly set out or proposed in the associated AFE.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the word "person" includes natural and artificial persons, the plural includes the singular, and any gender includes the masculine, feminine, and neuter

ARTICLE II.

EXHIBITS

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof

X A Exhibit "A," shall include the following information

- (1) Description of lands subject to this agreement,
- (2) Restrictions, if any, as to depths, formations, or substances,
- (3) Parties to agreement with addresses and telephone numbers for notice purposes,
- (4) Percentages or fractional interests of parties to this agreement,

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- 1 (5) Oil and Gas Leases and/or Oil and Gas Interests subject to this agreement.
2 (6) Burdens on production
3 ☒ B Exhibit "B," Form of Lease
4 ☒ C Exhibit "C," Accounting Procedure
5 ☒ D Exhibit "D," Insurance
6 ☒ E Exhibit "E," Gas Balancing Agreement
7 ☒ F Exhibit "F," Non-Discrimination and Certification of Non-Segregated Facilities
8 ☒ G Exhibit "G," Tax Partnership
9 ☒ H Other, Recording Supplement to Operating Agreement and Financing Statement
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identified in Exhibit "A," and the parties hereto have reached an agreement to explore and develop these Leases and/or Oil
and Gas Interests for the production of Oil and Gas to the extent and as hereinafter provided,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I.

DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A The term "AFC" shall mean an Authority for Expenditure prepared by a party to this agreement for the purpose of
estimating the costs to be incurred in conducting an operation hereunder.

A-1 The term "Affiliate" shall mean a company, partnership, other legal entity or individual which controls, is controlled by, or
which is under common control by an entity or individual which controls a party to this agreement. "Control" means the ownership directly
or indirectly of more than 50% of the shares or voting rights in a company, partnership or legal entity, and, in the case of an individual,
means the ability to significantly influence or direct the decision-making or activities of another.

B The term "Completion" or "Complete" shall mean a single operation intended to complete a well as a producer of Oil
and Gas in one or more Zones, including, but not limited to, the setting of production casing, perforating, well stimulation
and production testing conducted in such operation.

C The term "Contract Area" shall mean all of the lands, Oil and Gas Leases and/or Oil and Gas Interests intended to be
developed and operated for Oil and Gas purposes under this agreement. Such lands, Oil and Gas Leases and Oil and Gas
Interests are described in Exhibit "A."

D The term "Deepen" shall mean a single operation whereby a well is drilled to an objective Zone below the deepest
Zone in which the well was previously drilled, or below the Deepest Zone proposed in the associated AFC, whichever is the
lessor. "Deepen", as used in conjunction with horizontal drilling, shall mean a single operation whereby a well is drilled to a distance
beyond the horizontal distance to which the well was previously drilled, or beyond the total horizontal distance proposed in the associated
AFC.

E The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the
cost of any operation conducted under the provisions of this agreement.

F The term "Drilling Unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal
body having authority. If a Drilling Unit is not fixed by any such rule or order, a Drilling Unit shall be the drilling unit as
established by the pattern of drilling in the Contract Area unless fixed by express agreement of the Drilling Parties.

G The term "Drillsite" shall mean the Oil and Gas Lease or Oil and Gas Interest on which a proposed well is to be
located.

H The term "Initial Well" shall mean the well required to be drilled by the parties hereto as provided in Article VI A.

I The term "Non-Consent Well" shall mean a well in which less than all parties have conducted an operation as
provided in Article VI B 2.

J The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a
proposed operation.

K The term "Oil and Gas" shall mean oil, gas, casinghead gas, gas condensate, and/or all other liquid or gaseous
hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is
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